

CITY OF SATELLITE BEACH

CITY COUNCIL
JANUARY 7, 2015

WORKSHOP MEETING
6:30 P.M.

REGULAR MEETING
7:00 P.M.



Posted: 01/02/15

CITY OF SATELLITE BEACH, FLORIDA

565 CASSIA BOULEVARD 32937-3116
(321) 773-4407
(321) 779-1388 FAX



INCORPORATED 1957

AGENDA

CITY COUNCIL WORKSHOP MEETING

**SATELLITE BEACH COUNCIL CHAMBER
565 CASSIA BOULEVARD, SATELLITE BEACH, FL 32937**

**JANUARY 7, 2015
6:30 P.M.**

- 1. CALL TO ORDER BY MAYOR CATINO**
- 2. INTERVIEW BOARD APPLICANTS**

Pursuant to Section 286-0105, FSS, if an individual decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, a verbatim transcript of the proceedings may be required and the individual may need to insure that a verbatim transcript of the proceedings is made. In accordance with the Americans with Disabilities Act and Section 286.26, FSS. Persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's office.

City of Satellite Beach

APPLICATION TO SERVE ON CITY BOARDS & COMMITTEES

JAN 5 2014

Name Richard Charbonneau Home Phone 321-848-2178
 Address 619 North Robert Way E-mail Richard.Charbonneau@yahoo.com
 Business The Charbonneau Family Foundation Business Phone 321-848-2178
 Address 619 North Robert Way Satellite Beach 32937
 Education BS-Psychology, BS Christian Counseling, As Criminal Justice, Attended Police Academy
 Relevant Experience 40 plus years od construction, roofing, general contracting, HVAC, specifications writing forensic investigations, expert witness, Supreme Court Approved Mediator, Arbitration, State licensed contractor, State licensed Insurance Adjuster, Member of INFRAGARD/FBI/Homeland Security.

(Use additional sheets if necessary, or attach resume)

Are you a registered voter?	Yes <u>X</u>	No <u> </u>
Are you a resident of the City?	Yes <u>X</u>	No <u> </u>
Do you hold public office?	Yes <u> </u>	No <u>X</u>
Do you serve on a City board/committee now?	Yes <u> </u>	No <u>X</u>

PLEASE CHECK THE BOARD(S)/COMMITTEES(S) YOU ARE INTERESTED IN, AND RANK MULTIPLE SELECTIONS.
 (SEE SECOND SHEET OF THIS FORM FOR BOARD/COMMITTEE DESCRIPTIONS)

- BEAUTIFICATION BOARD
- *BOARD OF ADJUSTMENT X
- *CODE ENFORCEMENT BOARD X
- COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEE XX
- *COMPREHENSIVE PLANNING ADVISORY BOARD
- *GENERAL EMPLOYEES RETIREMENT PLAN BOARD OF TRUSTEES X
- LIBRARY BOARD
- *PLANNING AND ZONING ADVISORY BOARD X
- *POLICE OFFICERS AND FIREFIGHTERS RETIREMENT PLAN BOARD OF TRUSTEES X
- RECREATION BOARD
- SAMSONS ISLAND PARK COMMITTEE

*MEMBERS ARE REQUIRED TO FILE FINANCIAL DISCLOSURE STATEMENTS.

WHY DO YOU THINK YOU ARE QUALIFIED TO SERVE ON THE BOARD(S)/COMMITTEE(S) YOU SELECTED?

My 40 years of construction experience, and 30 years of business experience would be an asset to any board.
My Psychology, and mediation experience would be an asset to resolving disputes and arguments.

WOULD YOU CONSIDER SERVING ON A BOARD/COMMITTEE NOT SELECTED ABOVE? Yes X No

Signature Richard Charbonneau Date 11/6/2014

Submit completed applications to: City Clerk, 565 Cassia Boulevard, Satellite Beach, FL 32937
 PHONE: 773-4407 ■ FAX: 779-1388 ■ E-Mail: lolexa@satellitebeach.org

Notice: under Florida law, any information you provide to the city, including any email address(es), are public records. If you do not want your email address(es) released in response to a public records request, do not do either of the following: (i) send electronic mail (email) to the city, or (ii) include your email address(es) in any correspondence to, or application filed with, the city. Instead, contact the city by phone or in writing (but do not include your email address in any such writing).

CITY OF SATELLITE BEACH

APPLICATION TO SERVE ON CITY BOARDS & COMMITTEES NOV 06 2014

Name Neal E. Johnson Home Phone 321-698-7274
Address 308 Lee Av Sat Bch 32937 E-mail neal.johnson@everbank.com
Business EverBank Business Phone 321-369-9933
Address 202 N. Harbor City Blvd Melbourne, 32935
Education Some College
Relevant Experience 35+ years in banking and finance in Brevard County. 40+ year resident, mostly in Satellite Beach.

(Use additional sheets if necessary, or attach resume)

Are you a registered voter?	11/6/14 Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Are you a resident of the City?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Do you hold public office?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Do you serve on a City board/committee now?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

PLEASE CHECK THE BOARD(S)/COMMITTEES(S) YOU ARE INTERESTED IN, AND RANK MULTIPLE SELECTIONS.
(SEE SECOND SHEET OF THIS FORM FOR BOARD/COMMITTEE DESCRIPTIONS)

- BEAUTIFICATION BOARD
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- *COMPREHENSIVE PLANNING ADVISORY BOARD
- *GENERAL EMPLOYEES RETIREMENT PLAN BOARD OF TRUSTEES
- LIBRARY BOARD
- *PLANNING AND ZONING ADVISORY BOARD
- *POLICE OFFICERS AND FIREFIGHTERS RETIREMENT PLAN BOARD OF TRUSTEES
- RECREATION BOARD
- SAMSONS ISLAND PARK COMMITTEE

*MEMBERS ARE REQUIRED TO FILE A STATEMENT OF FINANCIAL INTEREST (FORM 1).

WHY DO YOU THINK YOU ARE QUALIFIED TO SERVE ON THE BOARD(S)/COMMITTEE(S) YOU SELECTED?

Long term resident of the city Previous chair and current board member of EDC of Fla's Space Coast

WOULD YOU CONSIDER SERVING ON A BOARD/COMMITTEE NOT SELECTED ABOVE? Yes No

Signature [Signature] Date 11/6/14

Submit completed applications to: City Clerk, 565 Cassia Boulevard, Satellite Beach, FL 32937
PHONE: 773-4407 FAX: 779-1388 E-Mail: lolexa@satellitebeach.org

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CITY OF SATELLITE BEACH, FLORIDA

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INCORPORATED 1957

AGENDA

CITY COUNCIL REGULAR MEETING

**SATELLITE BEACH COUNCIL CHAMBERS
565 CASSIA BOULEVARD, SATELLITE BEACH, FL 32937**

**JANUARY 7, 2015
7:00 P.M.**

- 1. CALL TO ORDER BY MAYOR CATINO**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE LED BY COUNCILMAN BRIMER**
- 3. CITIZEN COMMENTS**
- 4. CITY COUNCIL COMMENTS**
- 5. CITY MANAGER REPORT**
- 6. RECOGNITION OF CITY PERSONNEL FOR LIFE-SAVING EVENT**
- 7. DISCUSS/TAKE ACTION ON THE AMENDMENT TO THE CONTRACT BETWEEN THE CITY AND THE FRATERNAL ORDER OF POLICE**
- 8. DISCUSS/TAKE ACTION ON REQUEST FOR PROPOSAL FOR INVITATION TO BID FOR TENNIS COURT RESURFACING**
- 9. DISCUSS/TAKE ACTION ON EXTENSION OF THE SATELLITE BEACH SOCCER CLUB DONATION AGREEMENT**
- 10. DISCUSS/PROVIDE DIRECTION TO STAFF ON SIGN MORATORIUM**

Pursuant to Section 286-0105, FSS, if an individual decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, a verbatim transcript of the proceedings may be required and the individual may need to insure that a verbatim transcript of the proceedings is made. In accordance with the Americans with Disabilities Act and Section 286.26, FSS. Persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's office.

- 11. DISCUSS/TAKE ACTION ON COUNCIL GOAL SETTING FOR 2015**
- 12. DISCUSS/TAKE ACTION ON A REQUEST TO AMEND COUNCIL POLICIES AND PROCEDURES PRESENTED BY COUNCILMAN OSMER**
- 13. AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING**
- 14. APPOINTMENT TO BOARDS**
- 15. ADOPTION OF MINUTES: DECEMBER 3, 2014, WORKSHOP MEETING
DECEMBER 3, 2014, REGULAR MEETING**



City Manager's Report

To: Mayor and City Council Members
From: City Manager Courtney Barker, AICP
Meeting Date: 1/7/2015

Happy New Year! The staff and I are looking forward to another great year in Satellite Beach!

Informational Items:

1. Reminder! We have a Board Handbook Workshop on January 14, 2015 and the Montecito Town Hall meeting on January 28, 2015.
2. On Thursday, January 8, 2015 at 6:00 p.m., School Board Member Amy Kneessy will be hosting the School Board's Legislative Recommendations Workshop at the Satellite High School Auditorium.

Action Items:

1. Ethics Training: In 2014, changes were made to Florida's ethics laws (Section 112.3142, F.S.) that require municipal elected officials to take a minimum of four hours of ethics training each year. There are two options for the training: an on-line course City Council could take individually, or hire an attorney that is certified to conduct the training with City Council as a group. The on-line training would cost approximately \$800. Staff is expecting this training to cost approximately \$1,500. Staff is recommending hiring an attorney to conduct the training so that Council members could ask questions and have discussion. Staff is requesting Council to provide us with your preference of either individual on-line training, or attorney-led group training. If you choose the preference of attorney-led group training, staff can also look into potential partnerships with the Space Coast League of Cities, or with other beachside municipalities.



CITY COUNCIL AGENDA ITEM

#7

DISCUSS/TAKE ACTION ON THE AMENDMENT TO THE CONTRACT BETWEEN THE CITY AND THE FRATERNAL ORDER OF POLICE

To: City Manager Courtney Barker
From: Assistant City Manager Andy Stewart
Meeting Date: 1/7/2015
Department: Support Services

Recommended Action: Approve the amendments to the FOP Union Contract for FY 13/14.

Summary: The City staff and the FOP representatives have negotiated three amendments to the City's FOP union contract. These amendments are the following:

1. ARTICLE I: Recognition: to change the Certification Number from 445 to 1379.
2. ARTICLE XVI: Hours of Work and Overtime: to describe a change in how the overtime schedule is assigned. This change in process allows the Chief to allocate overtime shifts in a more equitable manner.
3. ARTICLE XXXII: Compensation: describes an additional 20 hours of leave provided to the members in lieu of salary increase for the year.

Budget Impacts: The 20 hours of leave provide an additional impact on the City's personnel leave costs.

Attachments:

- Existing Contract (Articles I, XVI, and XXXII)
- Recommended Contract Amendments (Articles I, XVI, and XXXII)

EXISTING CONTRACT

POLICE BARGAINING UNIT CONTRACT

BETWEEN

THE CITY OF SATELLITE BEACH

AND

FLORIDA STATE LODGE

FRATERNAL ORDER OF POLICE

ARTICLE I RECOGNITION

In accordance with the Public Employees Relations Commission, Certification Number 445, the City hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time and/or part-time employees of the City of Satellite Beach Police Department in the job classification of Patrolmen (Police Officers) Corporal, Sergeant, Staff Sergeant, Lieutenant and Dispatchers/ Records/ Evidence regardless of source of funding.

ARTICLE XVI HOURS OF WORK AND OVERTIME

The basic normal work cycle for each employee shall be eighty (80) hours. Nothing herein shall guarantee any employee payment for eighty (80) hours. Paid leave and holiday pay shall be considered time worked for the purpose of computing overtime.

All hours worked in excess of eighty (80) hours per work cycle shall be compensated for at the rate of time and one-half. All police work shall be offered to full-time employees before work is offered to reserves, with approval of the Chief or his designee.

Employees called into work prior to, or to work after completing their normal shift, will be compensated at the rate of time and one-half. Minimum time for pay purposes shall be two (2) hours.

When an employee is required to attend court not on his regular shift, he will be compensated at the rate of time and one-half. Minimum appearance time for pay purposes shall be two (2) hours.

Where employees are required to complete training on off-duty time, they will be compensated at the rate of time and one-half for the hours spent in such training sessions.

A "Meal Allowance" will be provided to employees who are required to work over the end of an eight (8) hour shift more than five (5) hours and over the end of a ten (10) hour shift more than three (3) hours. Reimbursement up to \$18.00 shall be made upon presentation of a meal receipt.

Payment for authorized overtime hours worked shall be pay or compensatory time off at the employee's option, such option to be exercised at the time earned. Compensatory time shall be earned and accumulated at the rate of one and one-half (1 and 1/2) hours for each overtime hour worked; provided that the maximum allowable accrual shall be two hundred (200) hours of compensation.

The City and the Union agree that overtime for bargaining unit employees shall be on a rotation basis by using the callout list and worked as follows:

A. If the requirement for overtime is known at least four (4) hours in advance, bargaining unit employees who are eligible to work the entire shift will be called by the callout list. No employee will work two (2) shifts back to back unless in case of extreme emergency. If an employee refuses or cannot be reached, the shift caller shall log the time of the call with dispatch. An answering machine and page (if the person has one) shall count as not reached, if a return call is not received within ten (10) minutes. However, shift caller shall leave name and time of call on the machine. If multiple overtime shifts are available, only one shift may be taken per request. Special details outside of minimum staffing levels will be assigned at the direction of the Chief of Police or his designee.

B. The City has the right to make changes in the above section only under emergency conditions and after the above procedures have been followed.

ARTICLE XXXII
COMPENSATION

A. For the contract year October 1, 2013 – September 30, 2014 employees shall receive a three percent (3%) increase to current wages. There will be no Cost of Living Adjustment and there will be no progression/advancement through the steps for contract year 2013-2014. Wages for contract years 2014-2015 and 2015-2016 shall be subject to negotiations per Article XXXIX TERM OF AGREEMENT.

B. The steps will remain part of the contract and the step plan is attached as an Exhibit. However, there will be no progression through the steps for contract year 2013 - 2014. Step progression for contract years 2014-2015 and 2015-2016 shall be subject to negotiations per Article XXXIX TERM OF AREEMENT.

C. Employees shall proceed through the pay steps/pay grade for each position above on the appropriate anniversary date; however, the advancement to the next step/pay grade shall be contingent upon a satisfactory evaluation performed by the Chief of Police in accordance with the evaluation procedures adopted for the Police Department. Failure to receive a satisfactory evaluation will prevent the employee from advancing to the next step/pay grade until the next anniversary date. [Per Section B above, this section is not applicable for the contract year (October 1, 2013 - September 30, 2014)]

D. Employees who have reached the maximum pay for a position shall be eligible for a merit increase; however, said merit increase will not be added to base pay and will not be utilized for cost-of-living adjustments. Merit increase will be granted in accordance with

established City procedures.

E All dispatchers and the Communication Supervisor who work the evening shift or midnight shift shall receive a shift differential:

Evening shift \$0.65

Midnight Shift \$0.75

G. Training Officers, whether Dispatcher, Communication Supervisor or Police Officer, when training new hires or conducting authorized department training shall receive twenty percent (20%) of their training time in compensatory time.

H. The assignment of a bargaining unit employee to the position of Police Detective shall be an appointed position. The Chief of Police shall have the sole discretion to appoint and remove employees to and from the Detective's position. All employees assigned as a Detective shall receive a \$1,500.00 per year clothing allowance while serving as Detective. Upon completion of each one (1) year of continuous service as a detective, an employee shall receive twenty (20) hours of compensatory time for "on call" time.

RECOMMENDED AMENDMENTS

POLICE BARGAINING UNIT CONTRACT

BETWEEN

THE CITY OF SATELLITE BEACH

AND

FLORIDA STATE LODGE

FRATERNAL ORDER OF POLICE

ARTICLE I RECOGNITION

In accordance with the Public Employees Relations Commission, Certification Number 1379, the City hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time and/or part-time employees of the City of Satellite Beach Police Department in the job classification of Patrolmen (Police Officers) Corporal, Sergeant, Staff Sergeant, Lieutenant and Dispatchers/ Records/ Evidence regardless of source of funding.

ARTICLE XVI HOURS OF WORK AND OVERTIME

The basic normal work cycle for each employee shall be eighty (80) hours. Nothing herein shall guarantee any employee payment for eighty (80) hours. Paid leave and holiday pay shall be considered time worked for the purpose of computing overtime.

All hours worked in excess of eighty (80) hours per work cycle shall be compensated for at the rate of time and one-half. All police work shall be offered to full-time employees before work is offered to reserves, with approval of the Chief or his designee.

Employees called into work prior to, or to work after completing their normal shift, will be compensated at the rate of time and one-half. Minimum time for pay purposes shall be two (2) hours.

When an employee is required to attend court not on his regular shift, he will be compensated at the rate of time and one-half. Minimum appearance time for pay purposes shall be two (2) hours.

Where employees are required to complete training on off-duty time, they will be compensated at the rate of time and one-half for the hours spent in such training sessions.

A "Meal Allowance" will be provided to employees who are required to work over the end of an eight (8) hour shift more than five (5) hours and over the end of a ten (10) hour shift more than three (3) hours. Reimbursement up to \$18.00 shall be made upon presentation of a meal receipt.

Payment for authorized overtime hours worked shall be pay or compensatory time off at the employee's option, such option to be exercised at the time earned. Compensatory time shall be earned and accumulated at the rate of one and one-half (1 and 1/2) hours for each overtime hour worked; provided that the maximum allowable accrual shall be two hundred (200) hours of compensation.

The City and the Union agree that overtime for bargaining unit employees shall be on a rotation basis by using the callout list and worked as follows:

A. If the requirement for overtime is known at least four (4) hours in advance, bargaining unit employees who are eligible to work the entire shift will be called by the applicable callout list. The Sergeant Callout List shall be for Sergeants and Corporals. Corporals are eligible only after attempts to fill the shift with all Sergeants on the list have been exhausted. The Officer Callout List shall be for Officers and Corporals. Sergeants can be on the list but are eligible only after attempts to fill the shift with all Officers and Corporals on the list have been exhausted. The Special Detail / Off Duty Detail list shall be for all eligible employees. No employee will work two (2) shifts back to back unless in case of extreme emergency. If an employee refuses or cannot be reached, the shift caller shall log the time of the call with dispatch. An answering machine and page (if the person has one) shall count as not reached, if a return call is not received within ten (10) minutes. However, shift caller shall leave name and time of call on the machine if multiple overtime shifts are available, only one shift may be taken per request. Due to operational needs the Chief of Police or designee may assign a specific employee to work an open shift, special detail, or off duty detail.

B. The City has the right to make changes in the above section-under emergency conditions.

ARTICLE XXXII
COMPENSATION

1. For the contract year October 1, 2013 – September 30, 2014 employees shall receive a three percent (3%) increase to current wages. There will be no cost of living adjustment and there will be no progression/advancement through the steps for contract year 2013-2014.

2. For the contract year October 1, 2014 – September 30, 2015, there shall be no increase in bargaining unit members' wages, no cost of living adjustment and no progression/advancement through the steps. However, recognizing that the economic conditions have precluded wage increases for the contract year 2014-2015, an additional twenty (20) hours of leave per full-time employee shall be granted for the contact year October 1, 2014 – September 30, 2015. This leave must be used by December 31, 2015. This additional holiday time may only be used after approval by the Chief of Police or his designee when it does not require the Department to staff a shift by paying bargaining unit employees overtime. This leave will be treated the same as floating holiday leave and, as such, no payment will be made if it is not used by December 31, 2015. Eligibility for this additional leave time shall

be the same as the eligibility requirement for floating holidays. This leave will be pro-rated for permanent part-time (PPT) employees based upon scheduled hours. For example” a twenty (20) hour per week PPT employee will receive then (10) hours of additional leave (1/2 of twenty (20) hours). This twenty (20) hour additional leave shall pertain only to the contract year October 1, 2014 to September 30, 2015, and shall not be a provision of future contact years, including for the 2015-2016 contract year, unless negotiated and approved by both the FOP and City.

3. For the contract year October 1, 2015 to September 30, 2016, any wage increase shall be subject to negotiations per Article XXXIX TERM OF AGREEMENT.
4. The steps will remain part of the contract and the step plan is attached as an Exhibit. However, there will be no progression through the steps for contract years 2013-2014 or 2014-15. Step progression, if any, for the contract year 2015-2016 shall be subject to negotiations per Article XXXIX TERM OF AGREEMENT.
5. All dispatchers and the Communication Supervisor who work the evening shift or midnight shift shall receive a shift differential:

a. Evening shift \$0.65

b. Midnight Shift \$0.75

6. Training Officers, whether Dispatcher, Communication Supervisor or Police Officer, when training new hires or conducting authorized department training shall receive twenty percent (20%) of their training time in compensatory time.

The assignment of a bargaining unit employee to the position of Police Detective shall be an appointed position. The Chief of Police shall have the sole discretion to appoint and remove employees to and from the Detective's position. All employees assigned as a Detective shall receive a \$1,500.00 per year clothing allowance while serving as Detective. Upon completion of each one (1) year of continuous service as a detective, an employee shall receive twenty (20) hours of compensatory time for "on call" time.



CITY COUNCIL AGENDA ITEM

#8

DISCUSS/TAKE ACTION ON REQUEST FOR PROPOSAL FOR INVITATION TO BID FOR TENNIS COURT RESURFACING

To: City Manager Courtney Barker
From: Recreation Director Kerry Stoms
Meeting Date: 1/7/2015
Department: Recreation

Recommended Action: Award bid to Nidy Co. to resurface eight tennis courts at DeSoto Tennis Courts, 499 DeSoto Parkway, Satellite Beach in the amount of \$33,248.

Summary: The City of Satellite Beach accepted bids for the resurfacing of the eight tennis courts at DeSoto Tennis Complex. Bids closed at 2pm on December 1, 2014. Two companies submitted bids:

- The Nidy Company for \$33,248
- McLean Tennis, Inc. for \$30,700

McLean Tennis, Inc. submitted an incorrect bid and attempts to acquire a correct bid were unsuccessful. Therefore, the Recreation Director recommends awarding the bid to Nidy Co. in the amount of \$33,248.

The Nidy Co. has completed court resurfacing work for the City in previous years and we are extremely pleased with the results.

Budget Impacts: The funds are available in the Capital Budget FY 15/16. The resurfacing will lighten the maintenance requirements on Public Works once the court resurfacing is complete.

Attachments: Bid documents from two companies.



PROPOSAL

City of Satellite Beach
1089 S. Patrick Dr.
Satellite Beach, FL 32937

DATE: 11/25/14
PROJECT: DeSoto Tennis Courts

SECTION 1:

Our price for work on **eight (8)** tennis courts, as noted below, is the lump sum of **Thirty Three Thousand Two Hundred Forty Eight and 00/100 dollars (\$33,248.00)**. Payment to be upon completion. Price subject to change after 90 days.

SCOPE OF WORK

- 1) Machine sand surface of courts.
- 2) Patch large open cracks 1/16" or larger with acrylic patch mix.
- 3) Install a 6" wide fiberglass membrane over repaired cracks.
- 4) Flood courts with water and after all surrounding areas have dried, patch remaining areas holding water over the thickness of a nickel with acrylic patch mix. Areas that hold water less than the thickness of a nickel are considered to be within tolerance by the USTA and ASBA.
- 5) Paint existing net posts.
- 6) Apply **one (1)** coat of Acrylic Resurfacer over entire surface of courts.
- 7) Apply **two (2)** coats of California Products Corporation Fortified Plexipave color coating over entire surface of courts.
- 8) Paint regulation tennis court markings with white textured line paint.
- 9) Reinstall **eight (8)** existing tennis nets.

NOTE: Owner must spray any weeds/ insects on or around courts two weeks prior to work being started.

NOTE: Water must be allowed to drain from court surface. Do not block water flow on low side of court with grass or landscaping.

SPECIAL NOTE: Should owner request additional coating material applied or other work performed to surface of court which is not outlined in items 1 - 9, it will be at extra cost. Contractor does not warrant existing cracks or new cracks from coming thru new color system.

By owner or other:

- 1) Provide access for equipment and water as required.

SECTION 2:

CRACKS IN TENNIS COURTS

It should be noted that as your tennis court ages, it will develop cracks. After resurfacing, new cracks may appear and repaired cracks will reappear. Cracks develop in tennis courts for various reasons with the most common being:

1. The constant expansion and contraction of more than 7000 square feet of surface per court in response to constant fluctuations in ambient temperatures. These daily fluctuations are often greatest in winter.
2. Loss of flexibility of the asphalt as it ages and loses the oils used in the manufacturing process.
3. Changes in subsurface stability reflecting through the court surface.

The Nidy Sports Construction Company uses standard industry procedures to repair and limit cracking, but the processes that cause cracking continue after resurfacing. The Nidy Sports Construction Company cannot and does not warrant against new cracks appearing or old cracks reappearing after the court has been surfaced.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their proper officers or duly authorized agents on the day and year first above written.

The parties agree that in the event that payment is not made as provided herein, Contractor may terminate this contract, refuse to complete any work remaining pursuant to the contract, and any alternate proposals, amendments, changes, or modifications thereto, and sue for the payment due, plus any work performed by contractor up until the date of termination, including a reasonable profit and overhead, court costs, attorney's fees (including attorney's fees incurred in arbitration and administrative proceedings and all state and Federal actions and appeals), and interest at the rate of 1 1/2% per month, 18% per year.

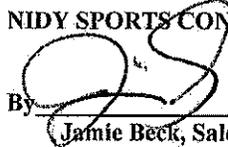
In the event of litigation of this contract, venue of same shall lie in Seminole County, Florida and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party.

Insurance Certificates and Licenses Provided Upon Request *Any changes or additions to standard coverage at additional cost.

COLOR SELECTIONS:

NIDY SPORTS CONSTRUCTION COMPANY

COURT SURFACE:

By  _____
Jamie Beck, Sales Representative

IN BOUNDS _____

OUT OF BOUNDS _____

Accepted By: _____

Date: _____

Signature

Title

SECTION 3:

CONDITION OF SALE:

The purchaser and Seller or its assigns agree to the purchase and sale of before described property on the following conditions:

- 1) That Purchaser will pay to Seller or its assigns the Total Contract Price in accordance with the terms set forth.
- 2) That if the Purchaser shall default in the payment of any installment or violate any of the provisions of this Contract the Seller or its assigns shall have the right to declare due the whole amount unpaid and without notice or demand, legal process, liability for trespass or damages, and without prejudice to other action, enter the premises where said property may be repossess and remove same.
- 3) That there are no agreements or warranties in connection with this transaction which are not expressly set forth in this Contract.
- 4) Buyer hereby assigns without recourse The Nidy Sports Construction Company the right and interests of the material and equipment in the above Contract and in the property described therein until paid in full.

SECTION 4:

Owners Name and Address: _____

Phone _____

Job Site Address or Legal Description _____

McLean Tennis, Inc.

Proposal / Quote

1870 Cemetery Road
Tallahassee, FL 32305
850.925.0212
Fax 850.925.0203
greg@courtDoctors.com
www.courtDoctors.com

Assistant City Manager
Andy Stewart
City of Satellite Beach
City Hall
565 Cassia Blvd.
Satellite Beach, FL 32937

November 26, 2014
astewart@satellitebeach.org
321-773-4407

Re: ITB No. 14/15-01 Resurfacing Tennis Courts

We hereby submit specifications and an Quote for:

Resurface 4 hard/asphalt tennis courts @ Fort Walton Beach tennis Center

SCOPE: The basic scope of this project includes the following:

The eight (8) tennis courts are asphalt and are currently painted green in the playing area and red in the perimeter. The courts are arranged in two lines with four (4) courts together, total asphalt space for all eight (8) tennis courts to be resurfaced is 57,600 square foot. The resurfacing must include at least the following scope of work:

- 1) Clean surface of all asphalt area to remove dirt and mold
- 2) Machine sand surface the courts
- 3) Patch large open cracks 1/16" or larger with acrylic patch mix
- 4) Install a 6" wide fiberglass membrane over repaired cracks
- 5) Locate and repair by grinding /sanding any areas where mushrooming has occurred
- 6) Flood courts with water and after all surrounding areas have dried, patch remaining areas holding water over the thickness of a nickel with acrylic patch mix
- 7) Apply one (1) coat of Acrylic Resurfacer over entire surface of courts
- 8) Apply two (2) coats of California Products Corporation Fortified Plexipave color coating over entire surface of courts
- 9) Paint regulation tennis court markings with white textured line paint
- 10) Paint existing net posts
- 11) Reinstall eight (8) existing tennis nets

Total Cost for work described above : Base Bid / Quote = \$30,700.00

Payable upon: Completion of courts

Authorized signature: _____ Proposal valid for 30 days
Greg A. Nichols for MTI

Owner or Owner's Agent's responsibilities:

1. Provide any needed permits for this construction.
2. Provide suitable access, water, and electricity.

Price accepted:

Authorized signature: _____ Date: _____



CITY COUNCIL AGENDA ITEM

#9

DISCUSS/TAKE ACTION ON EXTENSION OF THE SATELLITE BEACH SOCCER CLUB DONATION AGREEMENT

To: City Manager Courtney Barker
From: Recreation Director Kerry Stoms
Meeting Date: 1/7/2015
Department: Recreation

Recommended Action: Approve the Extension to the Conditional Gift Agreement between the City of Satellite Beach and the Satellite Beach Soccer Club.

Summary: The Conditional Gift Agreement was approved by the Satellite Beach City Council on November 20, 2013 accepting the Satellite Beach Soccer Club donation of \$10,000 towards the cost of installing an FPL transformer which would power the future athletic field lighting at the Satellite Beach Sports and Recreation Park. The Agreement was conditional upon the project's commencement within 12 months of the signing of the Agreement. Although the Satellite Beach Soccer Club was awarded a \$50,000 grant from the Florida Youth Soccer Association towards the installation of the field lights, the City is awaiting the results of two other grants (one submitted to the Florida Recreation Development Assistance Program and one to the United States Soccer Foundation) prior to proceeding with the lighting project. The Extension to the Conditional Gift Agreement changes the required commencement date to December 31, 2015, allowing additional time to determine the outcome of the other two grants.

Budget Impacts: The extension of the agreement does not create any budget impact.

Attachments: Extension of Conditional Gift Agreement, reviewed by both Attorney's of both parties.

AMENDMENT TO CONDITIONAL GIFT AGREEMENT

This Amendment to Conditional Gift Agreement made and entered the ____ day of December, 2014, by and between the CITY OF SATELLITE BEACH, a Florida municipal corporation, 565 Cassia Boulevard, Satellite Beach, FL 32937 (hereinafter "CITY"), and SATELLITE BEACH SOCCER CLUB, INC. (hereinafter "CLUB"), a Florida non-profit corporation, 1089 South Patrick Drive, Satellite Beach, FL 32937 (the CITY and CLUB shall be collectively referred to as "the parties").

WHEREAS, the parties desire to improve the lighting at the Satellite Beach Library Soccer Fields ("soccer fields") located in the CITY on Jamaica Boulevard across from the Satellite Beach Library; and

WHEREAS, in furtherance of that desire to improve the lighting, the parties executed a Conditional Gift Agreement dated November 21, 2014 (the Agreement); and

WHEREAS, in order to facilitate the lighting improvements to the soccer fields, the parties agreed to pool resources to pay Florida Power & Light (FP&L) to upgrade the electrical service and transformers at the soccer fields as provided in the Agreement (the "Upgrade Project"); and

WHEREAS, the parties have collaboratively pursued grants to pay for the lighting structures for the soccer fields; and

WHEREAS, the parties have procured partial grants, and are seeking additional grants, to pay for the installation of the lighting; and

WHEREAS, as a result of the pending approved grant and other grant applications, the parties desire to continue the Agreement effective retroactive to November 21, 2014.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitations are true and correct, and by this reference are incorporated herein.

2. To extent not specifically modified by this Amendment, the terms of the Agreement shall remain in full force and effect.

3. Paragraph 4 of the Agreement is amended to read as follows:

4. TIME FOR PERFORMANCE. Work on the Upgrade Project shall commence, and payment of the funds from the CLUB to the CITY shall

occur, on or before December 31, 2015. In the event the Upgrade Project is not commenced, and payment of the funds by the CLUB to the CITY does not occur, on or before December 31, 2015, the Agreement is terminated and any amount contributed by the CLUB pursuant to the Agreement prior to that date shall be refunded immediately upon written request.

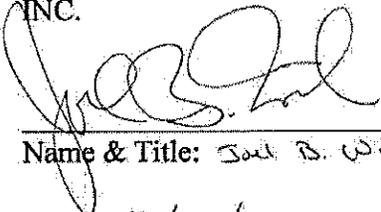
4. The effective date of this Amendment to Conditional Gift Agreement shall be retroactive to November 21, 2014.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers on the date first above mentioned.

CITY OF SATELLITE BEACH

SATELLITE BEACH SOCCER CLUB,
INC.

Name & Title:



Name & Title: Scott B. Wilson, President

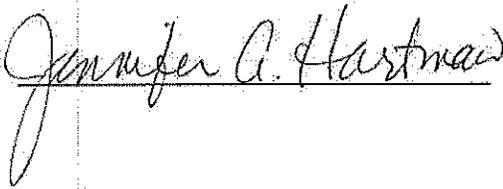
Date

12/4/14

Date

Attested by:

Attested by:





CITY COUNCIL AGENDA ITEM

#10

DISCUSS/PROVIDE DIRECTION TO STAFF ON SIGN MORATORIUM

To: City Manager Courtney Barker

From: Building Official John Stone

Meeting Date: 1/7/2015

Department: Building & Zoning

Recommended Action: Provide direction to staff on Sign Moratorium.

Summary: In light of the economic downturn, the business owners of Satellite Beach petitioned City Council for relief from the enforcement of certain prohibited temporary signs. On October 17, 2012, Ordinance No. 1058 was adopted providing a one-year moratorium on the enforcement of these signs identified in Exhibit A of Ordinance No. 1058. The purpose of the moratorium was to provide relief to the business owners and allow the City time to evaluate the impacts of allowing these signs.

Subsequent to the expiration of the moratorium, City Council approved Ordinance No. 1082 extending the moratorium one additional year for further evaluation as the economy continued to improve.

On November 17, 2014 the Planning and Zoning Advisory Board (PZAB) reviewed the impact of 2 years of the sign moratorium as it related to community ascetics and sign proliferation and found the impact to be minimal. While at the same time PZAB did find a perceived value to the business community for allowing these signs. The recommendation by PZAB was to amend the code to allow these signs permanently in a similar time, place and manner as described in the moratorium.

The intent of the petition as conveyed by the business community was to allow a business the opportunity to promote their business such as daily specials with a professionally made inexpensive roadside sign during open hours and without the cost associated with the permitting.

Included in your package are the moratorium ordinances and a summary that was provided to each sign applicant at the time of the no fee permitting for these signs. If direction is given to allow these signs, staff will bring back a sign code amendment ordinance and resolution amending the permit fee schedule for these signs

Budget Impacts: None

Attachments:

- Ordinance 1058 w/Exhibit A
- Ordinance 1082
- Temporary Sign handout
- PZAB 11/17/14 Unapproved minutes

ORDINANCE NO. 1058

**AN ORDINANCE OF THE CITY OF SATELLITE BEACH,
BREVARD COUNTY, FLORIDA IMPOSING A MORATORIUM ON
THE ENFORCEMENT OF THE CITY'S SIGN CODE ON CERTAIN
TYPES OF TEMPORARY SIGNS; PROVIDING FINDINGS;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE (FIRST READING)**

WHEREAS, the recent economic downturn has adversely affected businesses both locally and nationally; and

WHEREAS, the City's commercial district is composed primarily of small businesses, many of which have requested City Council review the City's current sign regulations as it relates to the use of temporary signs and the possibility of providing relief from those regulations; and

WHEREAS, the current sign code of the City restricts the use of such "temporary" signs to three special events per year, with a maximum of 10 days for each special event and "banner" signs to two times per year, with a maximum of 30 days per permit; and

WHEREAS, the primary bases for imposing the limitations on temporary signs were safety and aesthetic considerations because of the location, design and proliferation of such signs; and

WHEREAS, City Council is willing to evaluate this request, subject to the parameters set forth in this Ordinance, and to provide a fixed period of time within which the City can evaluate the impact to the City caused by relaxing the current sign regulations to allow the temporary signs provided herein; and

WHEREAS, the Planning and Zoning Advisory Board has determined that the suggested provisions herein are consistent with the Satellite Beach Comprehensive Plan, and has recommended the relaxation of the sign code provisions to City Council as provided herein, after a duly noticed meeting; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety and welfare of the City and its residents to adopt this ordinance to allow an evaluation period to allow for considered debate and discussion on this issue.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY OF SATELLITE BEACH,
BREVARD COUNTY, FLORIDA**, as follows:

Section 1. The foregoing findings are by this reference incorporated herein.

Section 2. For a period of one year from the date of adoption of this ordinance, "Table 1. Allowable Signs" (hereafter "Table 1") is amended to allow for only the following described temporary signs:

(1) Banner signs shall be allowed on poles, and if utilized, shall be in lieu of the

banner signs currently allowed in the sign regulations reflected in Table 1. All regulations currently contained in Table 1 shall apply to any banner sign allowed by this Ordinance, except the maximum size of such signs shall be limited to 24 square feet of total sign area on each side. The display period will not apply to the temporary signs covered by this Ordinance.

(2) A-Frame signs shall be allowed as long as the sign does not exceed five (5') feet in height, does not exceed five (5') feet in width and the angle splay does not exceed 25 degrees between sign faces. The maximum copy area of any sign shall not exceed 15 square feet for any one face or 30 feet total for the two faces combined. All A-Frame signs shall contain a functioning tether, chain or similar item at or near the interior base of the sign to ensure that the sign does not open beyond a 30 degree splay angle.

(3) Flat sign board signs shall be allowed as long as any sign does not exceed (5') feet in height and does not exceed (5') in width. The maximum copy area of any sign shall not exceed 15 square feet for any one face or 30 feet total for the two faces combined.

(4) Architectural design of sign to be preapproved by the Building Official

Samples of each of the foregoing temporary signs authorized by this Ordinance are appended hereto as Exhibit "A" to this Ordinance.

Section 3. The following general regulations apply to each of the temporary signs described in Section 2:

(1) No temporary sign shall be placed closer than ten (10') feet from any front lot line or closer than fifteen (15') feet from any side lot line.

(2) The temporary signs authorized by this Ordinance shall be allowed only in non-residential zoning districts.

(3) Only one temporary sign shall be allowed for any one business location. If more than one business location is located on any one lot, as that term is defined in §30-107, Satellite Beach Code, additional temporary signs for that lot shall be allowed pursuant to the following: one additional sign along the street frontage to be spaced no closer than 30 feet apart. If there are more businesses than lot street frontage that can accommodate the temporary signs, the entity having jurisdiction of the common area for the multiple businesses shall determine who shall be entitled to apply for and receive a permit for a sign on such lots. For example, if there are three businesses located on lot with 100 feet of frontage, all three businesses would be allowed to obtain a temporary sign. If there are four businesses located on the same 100 foot frontage lot, only 3 businesses would be allowed temporary signs.

(4) No temporary sign authorized by this Ordinance may be utilized by any person

until that person first obtains a permit for same from the Building Department. No permit fee shall be required. Any permit issued pursuant to the provisions of this Ordinance shall expire on the lesser of 90 days or termination date of this Ordinance.

(5) All temporary signs authorized by this Ordinance may be located outdoors only during the business hours of the business for which the sign is permitted. At all other times, such signs shall be located in a secured indoor location.

(6) To the extent not otherwise inconsistent with the provisions of this Ordinance, all provisions of the Satellite Beach City Code shall apply to the regulation of the temporary signs authorized by this Ordinance, as well as the alternatives to enforce any violations of the regulations contained in this Ordinance.

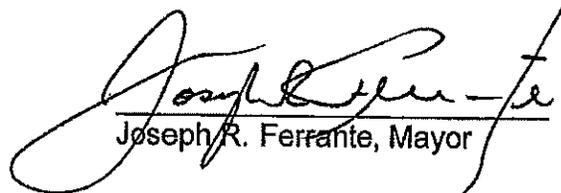
Section 4. This Ordinance shall take effect immediately upon its adoption, and shall terminate one year from said date.

Section 5. Severability Clause. In the event a court of competent jurisdiction shall hold or determine that any part of this Ordinance is invalid or unconstitutional, the remainder of the Ordinance shall not be affected thereby and it will be presumed that the City Council for the City of Satellite Beach did not intend to enact such invalid or unconstitutional provision. It shall further be assumed that the City Council would have enacted the remainder of this Ordinance without said invalid and unconstitutional provision thereby causing said remainder to remain in full force and effect.

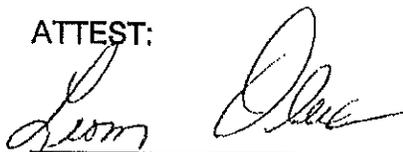
Section 6. Repeal of Inconsistent Provisions. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Effective Date. This Ordinance shall become effective immediately upon its adoption.

Section 8. This Ordinance was duly passed on first reading at a regular meeting of the City Council on the 3rd day of October, 2012, and adopted on the second and final reading at the regular meeting of the City Council on the 17th day of October, 2012.


Joseph R. Ferrante, Mayor

ATTEST:

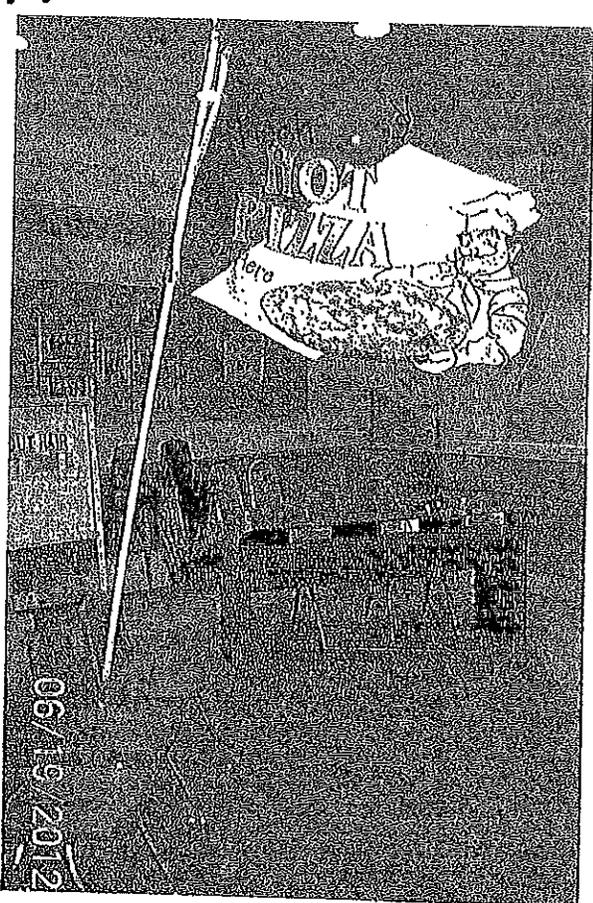
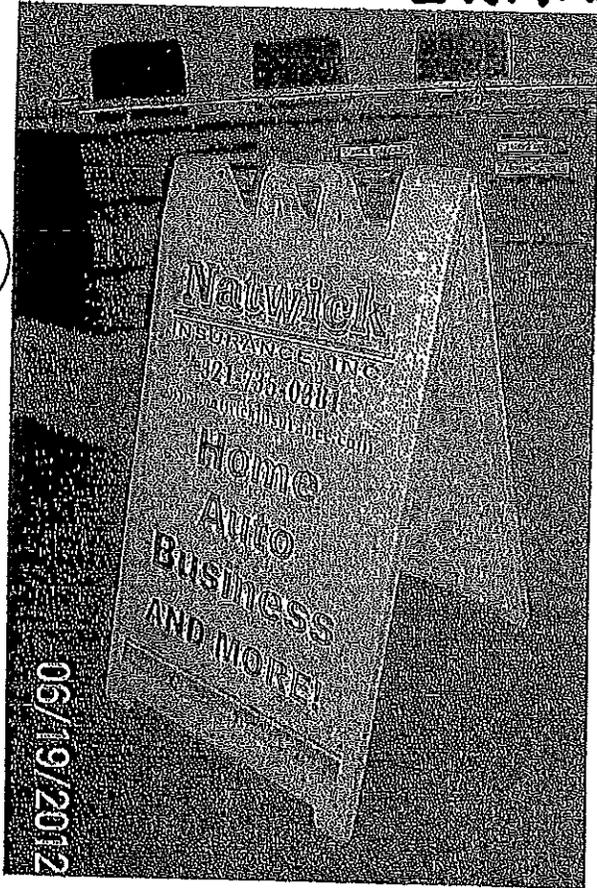


Leonor Olexa, CMC, City Clerk

Exhibit "A"

12 SF

27" x 48"
= 9 SF

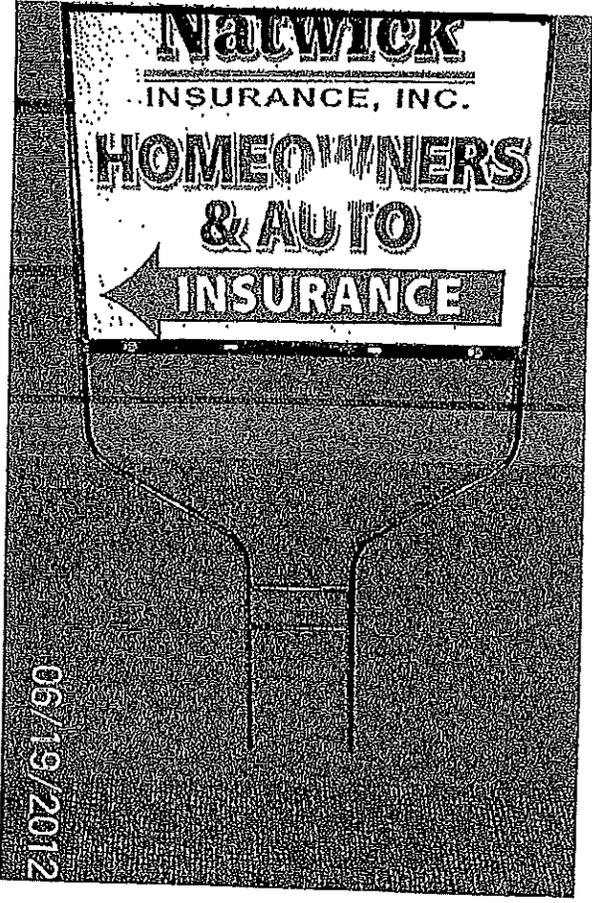


24 SF

79" x 48"
= 24 SF

82 SF

32" x 144"
= 4608 / 144 = 32 SF



4 SF

19" x 25"
= 3.2 SF

ORDINANCE NO. 1082

**AN ORDINANCE OF THE CITY OF SATELLITE BEACH,
BREVARD COUNTY, FLORIDA, IMPOSING A
MORATORIUM ON THE ENFORCEMENT OF THE CITY'S
SIGN CODE ON CERTAIN TYPES OF TEMPORARY
SIGNS; PROVIDING FINDINGS; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the recent economic downturn has adversely affected businesses both locally and nationally; and

WHEREAS, the City's commercial district is composed primarily of small businesses, many of which requested City Council in 2012 to review the City's sign regulations as they relate to the use of temporary signs and the possibility of providing relief from those regulations; and

WHEREAS, the current sign code of the City restricts the use of such "temporary" signs to three special events per year, with a maximum of 10 days for each special event and "banner" signs to two times per year, with a maximum of 30 days per permit; and

WHEREAS, the primary bases for imposing the limitations on temporary signs were safety and aesthetic considerations because of the location, design and proliferation of such signs; and

WHEREAS, City Council was willing to evaluate the 2012 request, and subject to the parameters set forth in Ordinance No. 1058, provided a fixed period of time within which the City would evaluate the impact of that Ordinance to the City caused by relaxing those sign regulations to allow the temporary signs; and

WHEREAS, Ordinance No. 1058 expired by its terms; and

WHEREAS, although the national and local economic downturn referenced in Ordinance No. 1058 has begun to turn around, it has had little effect on the businesses in the City to date; and

WHEREAS, there was little or no visual clutter or safety issues that resulted from the operation of the moratorium due to the cooperation of the affected business owners; and

WHEREAS, the City has determined that based upon the manner in which temporary signs were utilized during the moratorium period, the renewal of the moratorium for another one-year term would not be detrimental to the City and its residents; and

WHEREAS, the Planning and Zoning Advisory Board has determined that the suggested provisions herein are consistent with the Satellite Beach Comprehensive Plan, and has recommended the relaxation of the sign code provisions to City Council as provided herein, after a duly noticed meeting; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety and welfare of the City and its residents to adopt this ordinance to allow an evaluation period to allow for considered debate and discussion on this issue.

NOW, THEREFORE, BE IT ENACTED BY THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. The foregoing findings are by this reference incorporated herein.

SECTION 2. For a period of one-year from the date of adoption of this ordinance, Table 1. Allowable Signs (hereinafter Table 1) is amended to allow for only the following described temporary signs:

(1) Banner signs shall be allowed on a single pole only, and if utilized, shall be in lieu of the banner signs currently allowed in the sign regulations reflected in Table 1. All regulations currently contained in Table 1 shall apply to any banner sign allowed by this Ordinance, except the maximum sign area of such signs, which shall be limited to 32 square feet on each side, and the display period, which is addressed in Section 3 of this Ordinance. The pole upon which any banner sign is attached shall not be higher than 16 feet above ground.

(2) A-frame signs shall be allowed as long as any sign does not exceed four (4') feet in height, does not exceed four (4') feet in width and the angle splay at the top of the sign does not exceed 25 degrees between the two signs. The maximum sign area of any such sign shall not exceed 12 square feet for any one side or 24 square feet total for both of the sign's two sides combined. All A-frame signs shall contain a functioning tether, chain or similar item at or near the interior base of the sign to ensure that the sign does not open beyond a 30 degree splay angle. All A-frame signs shall be constructed of rigid, structurally sound metal, plastics or composites connected at the top end and splayed on the bottom end.

(3) Flat signs shall be allowed as long as any sign does not exceed three (3') feet in height and does not exceed three (3') feet in width. The maximum sign area of any sign shall not exceed 6 square feet for any one side or 12 square feet total for both of the sign's two sides combined. The sign area of all flat signs shall be constructed of rigid, structurally sound metal, plastics or composites which shall be fully enclosed with a unified and contiguous rigid metal frame and stand.

Samples of each of the foregoing temporary signs authorized by this Ordinance are appended hereto as Exhibit A to this Ordinance.

SECTION 3. The following general regulations apply to each of the temporary signs described in Section 2:

(1) No temporary sign shall be placed closer than ten (10') feet from any front lot line or closer than fifteen (15') feet from any side lot line.

(2) The temporary signs authorized by this Ordinance shall be allowed only in non-residential zoning districts.

(3) Only one temporary sign shall be allowed for any one business location. If more than one business location is located on any one lot, as that term is defined in 30-107, Satellite Beach Code, additional temporary signs for that lot shall be allowed pursuant to the following: one additional sign along the street frontage to be spaced no closer than 30 feet apart. If there are more businesses than lot street frontage that can accommodate the temporary signs, the entity having jurisdiction of the common area for the multiple businesses shall determine who shall be entitled to apply for and receive a permit for a sign on such lot. For example, if there are three businesses located on lot with 100 feet of frontage, all three businesses would be allowed to obtain a temporary sign. If there are four businesses located on the same 100 foot frontage lot, only 3 businesses would be allowed temporary signs.

(4) No temporary sign authorized by this Ordinance may be utilized by any person until that person first obtains a permit for same from the Building Department. The permit application shall include a site plan indicating the proposed placement of the sign. No permit fee shall be required. Any permit issued pursuant to the provisions of this Ordinance shall expire on the lesser of 90 days or termination date of this Ordinance.

(5) All temporary signs authorized by this Ordinance may be located outdoors only during the business hours of the business for which the sign is permitted. At all other times, such signs shall be located in a secured indoor location.

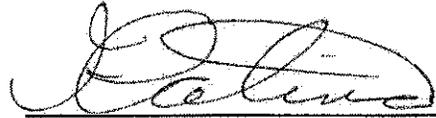
(6) To the extent not otherwise inconsistent with the provisions of this Ordinance, all provisions of the Satellite Beach City Code shall apply to the regulation of the temporary signs authorized by this Ordinance, as well as the alternatives to enforce any violations of the regulations contained in this Ordinance.

SECTION 4. This Ordinance shall take effect immediately upon its adoption, and shall terminate one year from said date.

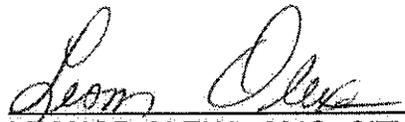
SECTION 5. Severability Clause. In the event a court of competent jurisdiction shall hold or determine that any part of this Ordinance is invalid or unconstitutional, the remainder of the Ordinance shall not be affected thereby and it will be presumed that the City Council for the City of Satellite Beach did not intend to enact such invalid or unconstitutional provision. It shall further be assumed that the City Council would have enacted the remainder of this Ordinance without said invalid and unconstitutional provision thereby causing said remainder to remain in full force and effect.

SECTION 6. Effective Date. This Ordinance shall become effective immediately upon its adoption.

SECTION 7. This Ordinance was duly passed on first reading at a regular meeting of the City Council on the 4th day of December, 2013, and adopted on the second and final reading at the regular meeting of the City Council on the 18th day of December, 2013.


FRANK P. CATINO, MAYOR

ATTEST:


LEONOR OLEXA, CMC, CITY CLERK

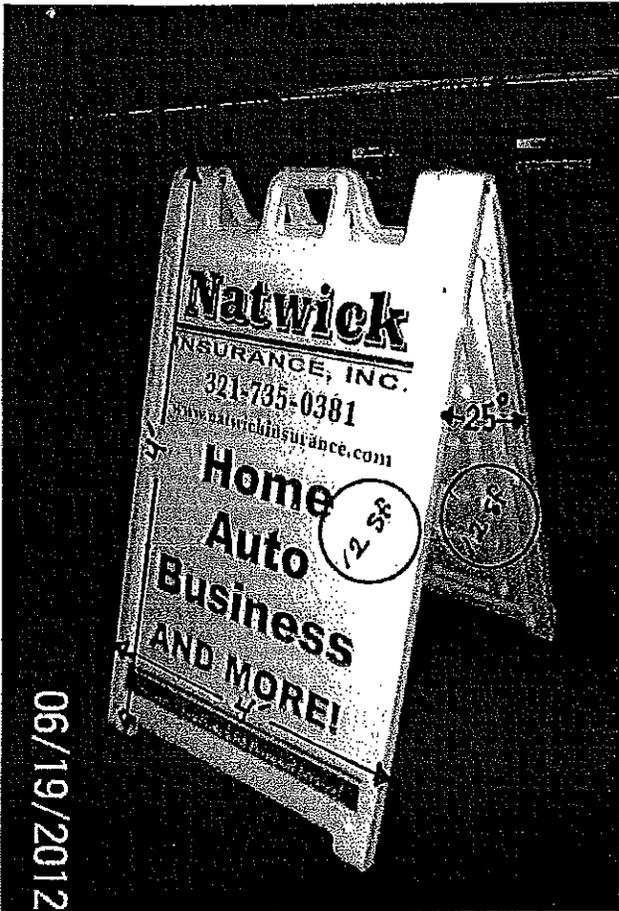
To: Temporary Sign Applicants of Ordinance 1058
Fr: John Stone, Building Official
Dt: October 18, 2012
Re: Temporary Sign Moratorium

On October 17, 2012 the Satellite Beach City Council approved Ordinance 1058 a Moratorium on the enforcement of certain prohibited temporary signs for 1 year from the effective date 10/17/12. The intent of the moratorium is to study the impact of these signs for future consideration as a permitted sign.

It will be of utmost importance to comply with the conditions set fourth in the ordinance for favorable consideration of permitting these signs on the sunset of the moratorium. The following outlines the conditions of permitting in accordance with ordinance 1058.

- One of the 4 selected sign options listed in exhibit A can be used in lieu of "banners signs" as permitted in SBC 30-504 table 1.
- Sign type, style and construction will be in accordance with ordinance 1058 and attached exhibit A.
- Sign duration is for 90 days and renewable providing conditions are adhered to during the prior 90 days. Permits are subject to revocation by the Building Official if failure to comply with conditions of permit.
- Permits for multi-tenant locations require the signature of the entity having jurisdiction of the common area.
- Relative to ordinance 1058 signs are permitted only in non-residential areas.
- Only one temporary sign allowed per business location.
- On multi-tenant locations signs shall be placed 30 feet apart.
- No temporary signs shall be placed closer than 10 feet from the front lot line and 15 feet from any side lot line.
- Temporary signs authorized by this ordinance shall only be placed outdoors during operational hours of the business for which the sign was permitted. All other times signs shall be removed and secured in an indoor location.
- While the permit is no fee required, no sign shall be displayed outdoors without first obtaining a permit.
- Submittal requirements for permits are a site plan illustrating the placement of the sign and a photo depicting dimensions of sign.
- It is the applicant's responsibility to request additional 90 day extensions to their permit.

.1



06/19/2012

.2



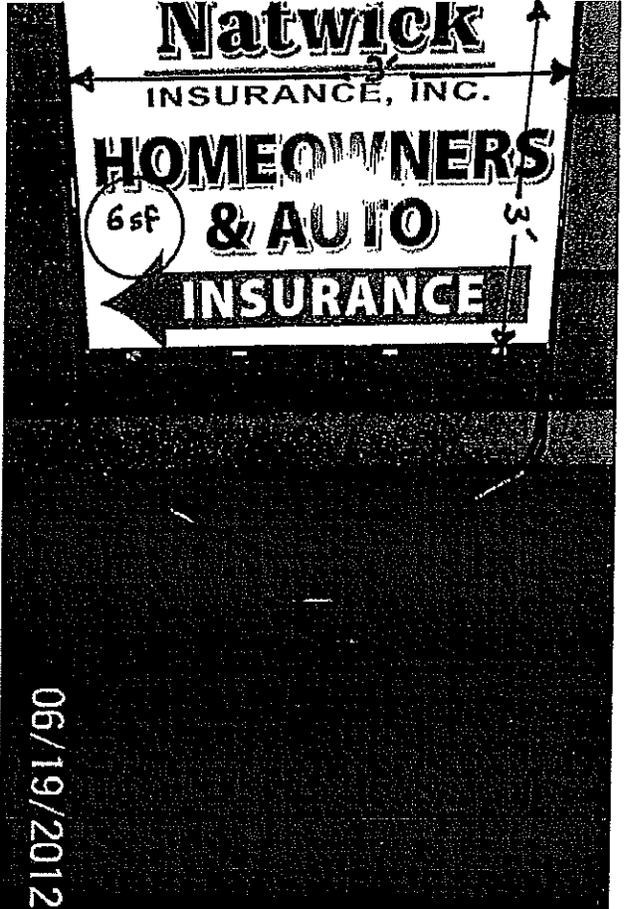
06/19/2012

.3



06/19/2012

.4



06/19/2012

Exhibit A

**UNAPPROVED MINUTES
PLANNING AND ZONING ADVISORY BOARD
REGULAR MEETING
NOVEMBER 17, 2014**

Pursuant to public notice Chairman Tom Romanisko convened a regular meeting of the Planning and Zoning Advisory Board on November 17, 2014 at 7:00 pm in the Council Chamber at City Hall, and led the Pledge of Allegiance. Board members present were Chairman Tom Romanisko, Frank Fortino, Dale Howlett, Chris Burrough and Sisi Packard. Also present were Building Official John Stone and Recording Secretary Tania Miner.

PUBLIC HEARING:

**PZ # 3-14 DISCUSS/MAKE RECOMMENDATIONS AMENDING SIGN REGULATIONS,
ARTICLE V, DIVISION 1**

Building Official John Stone introduced this item, and responded to questions from the board. He reported that no substantial negative impacts were identified during the moratorium.

The board discussed the possibility of charging a permit fee for these types of signs if they are permitted.

Public Comments
None

Dale Howlett **MOVED, SECOND** Frank Fortino to recommend City Council allow the signs in whole that were allowed under the moratorium to be incorporated as permitted signs with the conditions outlined in Ordinance 1058, a 6 month permit window, and no fees charged. **VOTE:** All yes. **MOTION CARRIED.**

**PZ # 4-14 DISCUSS/MAKE RECOMMENDATIONS AMENDING CHAPTER 6 BY RENAMING
THE CHAPTER TO "ALCOHOLIC BEVERAGES/MARIJUANA"**

(LEGALLY ADVERTISED, BUT PULLED FROM THE AGENDA)

**PZ # 5-14 AMENDING SECTION 30-107 TO ADD A DEFINITION FOR MARIJUANA,
AMENDING SECTION 30-416 TO INCLUDE MEDICAL MARIJUANA TREATMENT
CENTERS AS A CONDITIONAL USE IN COMMERCIAL DISTRICT, AND AMENDING
SECTION 30-621 REGARDING REGULATION OF PAIN MANAGEMENT CLINICS TO
INCLUDE MEDICAL MARIJUANA TREATMENT CENTERS**

(LEGALLY ADVERTISED, BUT PULLED FROM THE AGENDA)

APPROVAL OF MINUTES: SEPTEMBER 29, 2014

Dale Howlett **MOVED, SECOND** Frank Fortino to approve the minutes of the September 29, 2014 meeting as presented. **VOTE:** All yes. **MOTION CARRIED.**

ANNOUNCEMENTS

Mr. Stone discussed some projects that will be coming up in the new year.

NEXT REGULAR MEETING: DECEMBER 15, 2014

The meeting adjourned at 7:26 pm.

Respectfully submitted:

Tania Miner
Recording Secretary



CITY COUNCIL AGENDA ITEM

#11

DISCUSS/TAKE ACTION ON COUNCIL GOAL SETTING FOR 2015

To: Mayor and City Council
From: City Manager Courtney Barker
Meeting Date: 1/7/2015
Department: Support Services

Recommended Action: Approve Council Goals for 2015.

Summary: Council has submitted their goals for 2015. Work is being done to incorporate all recommendations into one document which will be provided at the meeting.

Budget Impacts: None.

Attachments: None.



CITY COUNCIL AGENDA ITEM

#12

DISCUSS/TAKE ACTION ON A REQUEST TO AMEND COUNCIL POLICIES AND PROCEDURES PRESENTED BY COUNCILMAN OSMER

To: Mayor and City Council
From: City Manager Courtney Barker
Meeting Date: 1/7/2015
Department: Support Services

Recommended Action: Make recommendation on Councilman Osmer's request to amend Council Policies and Procedures.

Summary: Councilman Osmer will address his recommendation to amend the Council Policies and Procedures regarding adjustments to formal attire at the meeting for consideration/approval.

Budget Impacts: None.

Attachments: Council Policies and Procedures.

CITY COUNCIL POLICIES & PROCEDURES

As Amended on October 16, 2013



Adopted by City Council on October 2, 1991

Amended on:

January 6, 1993
March 3, 1993
March 17, 1993
June 2, 1993
February 2, 1994
December 7, 2005
December 5, 2012
January 9, 2013
October 16, 2013

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SECTION I. GENERAL PROVISIONS

A. ELECTION OF VICE-MAYOR

A Vice-Mayor shall be elected at the first regular Council meeting in December. No Councilmember may serve two consecutive terms as Vice-Mayor.

B. REPRESENTING THE CITY AT OFFICIAL FUNCTIONS

If both the Mayor and the Vice-Mayor are unavailable to represent the City, other Councilmembers may be asked to fill in as needed.

C. CITY BOARDS AND COMMITTEES

1. Establishment. Standing boards/committees shall be established by ordinance. Ad hoc committees shall be established by Council vote and shall be of a specified duration.
2. Attendance. Regular attendance shall be required for board/committee members, including alternate members, and attendance shall be recorded at each meeting. Irregular attendance may be cause for removal by Council from boards/committees.
3. Vacancies. For the first regular meeting of each month, the City Clerk shall include in the Council packet a list of upcoming board/committee vacancies scheduled to occur in the following month (if any), along with copies of applications to serve on those boards/committees.
4. Interviews. A workshop meeting shall be scheduled to allow the Council to interview all applicants for initial appointment to a board/committee. Interviews shall not be required for reappointments to the same board.
5. Appointments. Appointments to boards/committees shall be made at the next regular Council meeting. All Councilmembers, including the Chair, may nominate applicants to boards/committees. Attendance records shall be considered in reappointments.
6. Council Liaison. Each standing City board/committee shall have a Councilmember appointed as the Council liaison to that board/committee. The liaison is not a board/committee member and, per City Charter Section 4.02(a), the liaison shall not attempt to guide the deliberations of the board/committee. Council liaisons shall report on the activities of their assigned boards during the Council Comments portion of regular Council meetings.
7. Control of Meetings. Upon election, each board/committee chair shall be advised by the City Manager of the chair's responsibility and methods to control misconduct during meetings. At the discretion of the City Manager, a uniformed police officer may be assigned to meetings. See also Section IV.D.10 below.

D. CITIZEN REQUESTS TO INCREASE STAFF WORKLOAD

Any request for additional non-essential or non-emergency work or services shall be accommodated as City staffing reasonably permits.

E. ADOPTION AND AMENDMENT OF POLICIES & PROCEDURES

1. Adoption. These Policies & Procedures, and any amendments thereto, shall be considered adopted following approval by at least three members of the City Council voting at a regularly-scheduled Council meeting.
2. Amendment. These Policies & Procedures may be amended in response to a request by any Councilmember, the City Manager, or any Satellite Beach resident or taxpayer.

SECTION II. COUNCIL CONDUCT

A. GOVERNING PROVISIONS

Upon swearing in, Councilmembers shall receive a copy of all City and State provisions governing how they shall conduct themselves personally and as Councilmembers. These shall include, but not be limited to, the City Charter, the Florida Code of Ethics, and all relevant portions of the City Code, Florida Statutes, and the Government-in-the-Sunshine Manual.

B. INTERFERENCE IN CITY ADMINISTRATION

City Charter Section 2.03(b) prohibits Council from interfering in any manner with City administration and requires that "all interactions between councilmembers and city personnel regarding city government shall occur through the city manager." Accordingly, if any City employee receives communication from a Councilmember directing him/her to take any action(s), the employee shall take no action except to refer the matter to the City Manager. In addition, Councilmembers' email requests for information regarding any City department shall go through the City Manager, who will assign the response to the employee(s) the City Manager deems appropriate. Employees receiving emails which violate this policy shall forward the email to the City Manager for response.

C. COUNCILMEMBER REIMBURSEMENT TO CITY

Whenever a Councilmember is unable to attend an event for which the City has paid on his/her behalf, a City employee may attend in the Councilmember's stead. Otherwise, the Councilmember shall reimburse the City for the cost incurred on his/her behalf.

SECTION III. CITY COUNCIL MEETINGS

*See City Charter Section 2.11 (City Council Meetings).
See City Code Chapter 2, Article II, Division 2 (City Council Meetings).*

A. PUBLIC NOTICE.

Copies of agendas shall be posted at City Hall and on the City's website at least twenty-four (24) hours prior to a meeting. A copy of the Council packet shall be available to the public at City Hall, on the City's website, and at the Satellite Beach Public Library. Notice of meetings shall be faxed or e-mailed to a newspaper of general circulation.

B. QUORUM.

The three Councilmembers required for a quorum must be physically present at a City Council meeting in order to constitute a quorum (AGO 09-56). If no quorum is present, the meeting shall be postponed until a quorum is present.

C. ATTENDANCE BY ELECTRONIC MEANS. Except in extraordinary circumstances, Councilmembers shall not attend City Council meetings by electronic means (Skype, speaker telephone, or any other interactive electronic technology). Extraordinary circumstances shall include illness or other medical problem of the Councilmember or his/her immediate family, death in the Councilmember's family, and unanticipated and unavoidable personal circumstances requiring the Councilmember to be out of the City. Out-of-City vacations and business trips shall not be deemed extraordinary circumstances.

D. COUNCIL ATTIRE

The following attire shall be deemed appropriate for regular and special Council meetings:

- Casual attire from April through September (or through October if necessitated by hot weather).
- Business attire (coat and tie for men) from October through March.

For workshops and emergency meetings, casual attire shall be deemed appropriate year-round.

E. WORKSHOP MEETINGS

Workshop meetings shall be called in the same manner as special meetings. No binding decisions may be made at a workshop meeting; therefore, motions may be made and voted on only to determine the majority will of Council and to facilitate progress of the meeting. The time for citizen input, if appropriate, shall be announced by the Chair at the beginning of the meeting, and such input shall be consistent with policies and procedures governing citizens addressing the Council.

F. PUBLIC HEARINGS

In addition to public hearings required by City and State laws, the Council may schedule a public hearing on any issue or proposed ordinance where public input is desired.

G. SETTING THE AGENDA

1. The agenda for a meeting shall be prepared by the City Manager in conference with the Mayor.
2. **Routine Items:** Councilmembers desiring agenda items shall make the request during the previous Council meeting. For requested action items (those on which the Council will vote), the request shall be as specific as possible and include any planned motions to be made.
3. **Time-Sensitive Items:** Councilmembers may have an emergency or time-sensitive item added to an agenda on short notice by filling out the appropriate form.

H. CONDUCT OF MEETINGS

1. Where not in conflict with adopted Council policies and procedures, all meetings of the City Council shall be conducted in accordance with the most current edition of *Roberts Rules of Order Newly Revised*.
2. The sequence for agenda-item discussion shall be as follows:
 - a. Chair introduces agenda item and calls on staff or other appropriate person to provide background information to facilitate discussion of the item.
 - b. Council discusses the agenda item.
 - c. Chair calls for citizen comment on the agenda item.
 - d. Chair closes time for citizen comment.
 - e. Motion, if any, and second are made on the agenda item by Councilmembers other than the Mayor.
 - f. Council takes action on agenda item.
3. The Chair may change the order of agenda items and the sequence for agenda-item discussion with the consent of Council.

I. VOTING PROCEDURE

Councilmembers shall be called upon to vote in the following order:

- Chair is called last,
- Councilmember making the motion is called fourth,
- Councilmember seconding the motion is called third,
- Remaining Councilmembers are called second and first.

Votes shall be recorded in the minutes of the Council meeting.

SECTION IV. CITIZENS' RIGHT TO BE HEARD BY CITY COUNCIL

A. WHO SHALL BE HEARD

1. All Satellite Beach residents and taxpayers or their authorized representatives shall have the right to address Council. Non-residents and non-taxpayers may be heard, but the Chair may have them wait until Satellite Beach residents and taxpayers have been heard.
2. The Chair may require sign-in by those who wish to address the Council. When sign-in is not required, at the appropriate time the Chair shall recognize those who raise their hands.

B. SPEAKERS' DOCUMENTATION FOR COUNCIL

Any person with the right to be heard may submit documentation to be distributed to each Council member. For distribution prior to the next Council meeting, the documentation must be received by the City Manager by 10:00 a.m. on the Friday preceding the Council meeting. In addition, speakers may provide documentation when they address the Council. There shall be no requirement or expectation that copies of materials provided by speakers shall also be provided to audience members at any meeting of the Council or any City board or committee.

C. OPPORTUNITIES TO ADDRESS COUNCIL

1. "Citizen Comments" Agenda Item.
 - a. A time near the beginning of each regular Council meeting shall be set aside to provide any individual or group/organization representative an opportunity to comment on any issue which is not a specific agenda item.
 - b. A speaker may address the Council only once during "Citizen Comments" but may cover more than one subject during his/her allotted time.
 - c. Where feasible, the speaker's concern(s) shall be addressed by answering his/her questions, providing a short explanation, or directing the City Manager to follow up.
 - d. If responding to the matter will involve Council discussion and action, the matter shall be an agenda item for the next regular Council meeting.
2. Other Agenda Items. Any person with the right to be heard, including those who spoke under the "Citizen Comments" agenda item, may address the Council concerning a specific agenda item when that item is under consideration by the Council. In addition, at the appropriate time, the Chair shall recognize any person(s) who requested an agenda item or their authorized representative(s). Such person(s) shall be given adequate time by the Chair to present pertinent and necessary information regarding their agenda item.

D. PROCEDURES FOR CITIZENS ADDRESSING COUNCIL

1. This Section IV shall be available as a handout at every City Council meeting. The procedures described herein shall apply to all citizen speakers.
2. Speakers shall come to the lectern to speak, but only after being recognized by the Chair.
3. Speakers shall be limited to five minutes for the "Citizen Comments" agenda item and three minutes for all other agenda items. With the consent of Council, time may be restricted or expanded.

CITY COUNCIL POLICIES & PROCEDURES
As Amended October 16, 2013

4. Once at the lectern, speakers shall clearly state their name and address or city of residence and identify their purpose in speaking.
5. Special interest groups are encouraged to select a representative to speak for them in order to conserve time and avoid repetition. If a representative is selected, a list of the names and addresses of all concerned citizens who are present may be given to the City Clerk for inclusion in the record. In no case will the selection of a representative speaker result in another citizen's being denied the opportunity to speak.
6. Speakers shall not address the audience and shall not address a Councilmember, staff member, or the City Attorney individually, but shall address the Council as a body. Questions shall be directed to the Council through the Chair, and the Chair shall then recognize the appropriate person for response, if the Chair deems a response necessary. Debate between a citizen and anyone else shall not be permitted, and Councilmembers shall not make retorts to or about speakers during any Citizen Comments portion of a meeting.
7. Speakers shall confine comments to the issue and avoid negative comments of a personal nature. Whenever any speaker makes a factually incorrect statement(s) about the City or any City employee, the City Manager or other knowledgeable person shall provide the correct information at the close of Citizen Comments.
8. A speaker (including any member of Council) wishing to complain about a City employee must first follow City procedure for resolving such complaint before coming to the Council (contact City Hall for procedure information). If that does not resolve the matter to the speaker's satisfaction, the speaker may bring the complaint to Council by notifying the City Manager of this intent no later than the business day preceding the meeting so that, at the City Manager's option, the employee can be present at the meeting, and the Council can address both sides of the issue. No complaints about City employees, including the City Manager, will be heard by Council unless all of these procedures have been followed.
9. With the consent of Council when the audience is small, the Chair may allow an open discussion between citizens and Councilmembers.
10. Procedures for dealing with individuals who do or attempt to disturb, disrupt, or interrupt any meeting, and expulsion of disorderly persons from a meeting, shall be in accordance with **City Code Sec. 2-49 (Disruption of meetings)** which reads in pertinent part as follows:

Sec. 2-49 (a): It shall be unlawful for any person to disturb, disrupt or interrupt, or attempt to do so, any meeting of the city council or any other commission, board or committee of the city. The use of obscene or profane language, physical violence or the threat thereof, or other behavior which the presiding officer or a majority of the city council or any commission, board or committee shall determine is intended as a disturbance, disruption or interruption, and a failure to comply with any lawful decision or order of the presiding officer or of a majority of the city council or any commission, board or committee to cease such activities shall constitute a disruption.

Sec. 2-49 (b): In addition to any other penalty which may be imposed for the violation of the provisions of this section, the presiding officer or a majority of the city council or any commission, board or committee may hold any person disturbing, disrupting or interrupting such meeting, or attempting to do so, in contempt thereof and cause the ejection or removal of such person from the premises where such meeting is in progress. In the event of such ejection or removal of the person, it shall be unlawful for the person to return to the premises where the meeting is in progress until the meeting has been adjourned.

END

#13
1-7-15

City Council Photos at 6:30 p.m.

AGENDA

CITY COUNCIL PROPOSED WORKSHOP MEETING

**SATELLITE BEACH COUNCIL CHAMBER
565 CASSIA BOULEVARD, SATELLITE BEACH, FL 32937**

**JANUARY 14, 2015
7:00 P.M.**

- 1. CALL TO ORDER BY MAYOR CATINO**
- 2. DISCUSS/MAKE RECOMMENDATIONS ON BOARD/COMMITTEE HANDBOOK**

Pursuant to Section 286-0105, FSS, if an individual decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, a verbatim transcript of the proceedings may be required and the individual may need to insure that a verbatim transcript of the proceedings is made. In accordance with the Americans with Disabilities Act and Section 286.26, FSS. Persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's office.

AGENDA

CITY COUNCIL PROPOSED REGULAR MEETING

**SATELLITE BEACH COUNCIL CHAMBERS
565 CASSIA BOULEVARD, SATELLITE BEACH, FL 32937**

**JANUARY 21, 2015
7:00 P.M.**

- 1. CALL TO ORDER BY MAYOR CATINO**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE LED BY COUNCILWOMAN GOTT**
- 3. CITIZEN COMMENTS**
- 4. CITY COUNCIL COMMENTS**
- 5. CITY MANAGER REPORT**
- 6. RECOGNITION OF PUBLIX MANAGER/CITIZEN ON PATROL VOLUNTEER TED JOHNSON**
- 7. RECOGNITION OF LONG-STANDING BUSINESSES IN THE CITY**
- 8. RECOGNITION OF POLICE DEPARTMENT VOLUNTEERS**
 - VOLUNTEER OF THE YEAR AWARD: SALLY MCALLISTER**
 - FIVE YEARS: BILL SPIEGELHALTER**
 - FIFTEEN YEARS: BOB PETERS**
 - TWENTY YEARS: GEORGE AMMON
PAUL WHITE**
- 9. DISCUSS/TAKE ACTION ON LEASE AGREEMENT TO STORE PUBLIC WORKS VEHICLE AND EQUIPMENT**
- 10. AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING**
- 11. ADOPTION OF MINUTES:**

Pursuant to Section 286-0105, FSS, if an individual decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, a verbatim transcript of the proceedings may be required and the individual may need to insure that a verbatim transcript of the proceedings is made. In accordance with the Americans with Disabilities Act and Section 286.26, FSS. Persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's office.



CITY COUNCIL AGENDA ITEM

#14

APPOINTMENT TO BOARDS

To: City Manager Courtney Barker
From: City Clerk Leonor Olexa
Meeting Date: 1/7/2015
Department: City Clerk's Office

Recommended Action: Council to consider Board/Committee appointments and reappointments.

Summary: The following is a list of Board/Committee reappointments, appointments and vacancies:

Board/Committee Reappointments:

- Lucia Watson – Library Board – Regular Member (02/07/17)
- James Straayer – Recreation Board – Alternate Member (02/06/17)

New Appointments:

- Richard Charbonneau
- Neal Johnson

Current Board/Committee Vacancies – The following is a list of Board/Committee vacancies.

- **Beautification Board:** two (2) alternate positions
- **Board of Adjustment:** one (1) alternate member position
- **Comprehensive Planning Advisory Board:** two (2) regular and two (2) alternate member positions
- **Planning and Zoning Advisory Board:** one (1) regular and two (2) alternate member positions
- **Recreation Board:** one (1) regular member position
- **Samsons Island Park Committee:** one (1) regular and two (2) alternate member positions

Budget Impacts: N/A

Attachments:

- Library Board Attendance Log
- Recreation Board Attendance Log

Library Board

Last Name	First Name	01/14/14	03/11/14	05/13/14	07/08/14	09/09/14	11/20/14
Ascher	Hope	X		X		X	X
Guinn	Dorothy	X		X		X	X
Late	Carol	X		X		A	X
Reynolds-Mixon	Sharon	A		X		X	X
Spletter	Brenda	X		A		X	A
Stasko	Barbara	A		A		X	A
Watson	Lucia	X		X		X	X
Patton (Alt)	Pat	X		X		X	X
Robitschek (Alt)	Carol	X		X		X	X

Attendance =	7	0	7	0	8	7
# Members =	9	0	9	0	9	9

Gray = Cancelled

<p>X = Present A = Absent * = No quorum</p>

#15
1-7-15

**CITY COUNCIL WORKSHOP MEETING
UNAPPROVED MINUTES
DECEMBER 3, 2014**

Pursuant to Public Notice, Mayor Frank Catino convened a workshop meeting of the City Council on Wednesday, December 3, 2014, at 6:45 p.m., in the Council Chamber. Those present were Mayor Frank Catino, Vice-Mayor Lorraine Gott, Councilman Mark Brimer, Councilman Steve Osmer, City Manager Courtney Barker, and City Clerk Leonor Olexa. Councilman Dominick Montanaro was absent.

(TIME: 6:45 P.M.) INTERVIEW BOARD APPLICANTS

Mayor Catino stated Neal Johnson was unable to attend the meeting and would reschedule for the January 7th Council meeting.

Council interviewed the following applicant:

- Amanda Morsics

Mayor Catino stated that board appointments would be made at the regular Council meeting following the workshop.

Mayor Catino adjourned the meeting at 6:50 p.m.

Leonor Olexa, CMC
City Clerk

**CITY COUNCIL REGULAR MEETING
UNAPPROVED MINUTES
DECEMBER 3, 2014**

Pursuant to Public Notice, Mayor Frank Catino convened a regular meeting of the City Council on Wednesday, December 3, 2014, at 7:00 p.m., in the Council Chamber. Those present were Mayor Frank Catino, Vice-Mayor Lorraine Gott, Councilman Mark Brimer, Councilman Steve Osmer, City Attorney James Beadle, City Manager Courtney Barker, and City Clerk Leonor Olexa. Councilman Dominick Montanaro was absent.

Councilman Osmer led a moment of silence and the Pledge of Allegiance.

(TIME: 7:01) CITIZEN COMMENTS

City resident Steve Headley commented on usage of copyright images.

(TIME: 7:04) CITY COUNCIL COMMENTS

Councilman Osmer reported touring all departments, which gave him a better understanding and appreciation for the services each department provides.

(TIME: 7:05) CITY MANAGER REPORT

City Manager Barker reported on the Ocean, Reef, Beach Festival; the Boat Parade; the City's survey on Creating a Resilient Community; the upcoming Brevard County Legislative Delegation meeting; the Beautification Board's Holiday Lighting Contest; the Fire Department's Twilight Santa schedule; a thank-you letter (attached) received from a resident for excellent service from the Fire Department; and reminder that the December 17th Council meeting has been cancelled.

City Manager Barker stated Brevard County will have a Library Impact Fee Committee and requested Cassie Warthen (Hansen) be appointed to the Committee. Mayor Catino asked for citizen comments; there were no comments.

ACTION: Vice-Mayor Gott MOVED, SECOND by Councilman Brimer, to appoint Cassie Warthen (Hansen) to serve on the Library Impact Fee Committee. VOTE: ALL YES. MOTION CARRIED.

City Manager Barker addressed Council Montanaro's suggestion to hold Town Hall meetings in sections of the City and provide public notice to those residents. She recommended holding the first Town Hall meeting at the Montecito Clubhouse and suggested January 28 or 29. Mayor Catino asked for citizen comments; there were no comments. Council, by consensus, approved the January 28 Town Hall meeting at the Montecito Clubhouse.

City Manager Barker stated the December 2 workshop on the boards handbook needs to be rescheduled and recommended January 14. Mayor Catino asked for citizen comments; there were no comments. Council, by consensus, approved the January 14 workshop meeting.

Vice-Mayor Gott asked if the City would be presenting at the Brevard County Legislative Delegation meeting (City Manager Barker stated no) and announced the December 20 Jingle Bell Run with certain roads to be blocked off for that event.

(TIME: 7:12) CITY ATTORNEY REPORT

City Attorney Beadle presented an update on public meetings and public records laws.

(TIME: 7:17) DISCUSS/TAKE ACTION ON 2014 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM – FLORIDA JAG DIRECT

Police Chief Jeff Pearson reported on the Edward Byrne Memorial Justice Assistance Grant (JAG) Program which provides non-matching federal funds that will be used to purchase and install wireless video capabilities to upgrade the camera technology in patrol cars.

Mayor Catino asked for citizen comments; there were no comments.

ACTION: Vice-Mayor Gott MOVED, SECOND by Councilman Brimer, to authorize the submittal of the 2014 Byrne Grant in the amount of \$1,282 to purchase and install wireless capabilities for patrol cars, with no City match. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:20) DISCUSS/TAKE ACTION ON MOVING FORWARD WITH A REQUEST FOR PROPOSAL FOR MUNICIPAL COMMUNITY DEVELOPMENT SOFTWARE VENDOR

City Manager Barker discussed our 15-year-old software and the need for software upgrades that will provide communication between departments, paperless inspections, data retrieval, and GIS mapping that will streamline and improve services. Council discussed obtaining compatible systems and budgeting reoccurring costs in future years.

Mayor Catino asked for citizen comments; there were no comments.

ACTION: Councilman Brimer MOVED, SECOND by Councilman Osmer, to approve the Request for Proposal for the procurement of municipal community development software. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:22) DISCUSS/TAKE ACTION ON HOLIDAY BONUS FOR CITY EMPLOYEES

City Manager Barker recommended a holiday bonus for full-time (\$350) and part-time (\$175) employees, noting that all Brevard County municipalities except Satellite Beach had provided raises to their employees for FY 14/15 and that funds were available because the City's reserve strategies have surpassed expectations. Council thanked staff for their service to the City.

(Time: 7:25) The following Satellite Beach residents addressed Council: Gabe Feindt and Jerry Hudson. The following non-resident addressed Council: Ned Golden, Fraternal Order of Police. City Manager Barker and Vice-Mayor Gott responded to comments, including the fact that the FY 13/14 raise of 3% was negated by the increase in healthcare costs.

ACTION: Vice-Mayor Gott MOVED, SECOND by Councilman Brimer, to approve the holiday bonus for employees in the amount of \$33,425 for FY 14/15. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:31) APPOINTMENTS

• **ELECT VICE-MAYOR**

ACTION: Councilman Brimer MOVED, SECOND by Vice-Mayor Gott, to appoint Dominick Montanaro as Vice-Mayor. VOTE: ALL YES. MOTION CARRIED.

• **LIAISONS FOR FY 14/15** Council made the following liaison appointments:

- Mayor Catino: Community Redevelopment Agency Advisory Committee and Space Coast League of Cities (voting delegate and City Manager Barker as the alternate)
- Vice-Mayor Montanaro: Code Enforcement Board, Library Board, and Retirement Plans Boards of Trustees
- Councilman Brimer: Board of Adjustment and Recreation Board
- Councilwoman Gott: Planning and Zoning Advisory Board and South Beaches Coalition
- Councilman Osmer: Beautification Board, Comprehensive Planning Advisory Board, and Samsons Island Park Committee

(TIME: 7:35) AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING

Council discussed agenda items and reviewed the January meeting schedule. Councilwoman Gott requested a review of 2014 Council Goals and consideration of 2015 Council Goals for the January 7 meeting and suggested that Mayor Catino present our City's 2014 accomplishments in the "From the Council Desk" column in the January/February *Beachcaster*.

(TIME: 7:37) APPOINTMENT TO BOARDS

ACTION: Councilwoman Gott MOVED, SECOND by Councilman Brimer, to reappoint regular board/committee members as follows: **Judith Kraemer** to serve on the Beautification Board, term ending January 9, 2017; **Bill Spiegelhalter** to serve on the General Employee Retirement Plan Board of Trustees and Police Officers and Firefighters Retirement Plan Board of Trustees, terms ending January 9, 2017; **Hope Ascher** to serve on the Library Board, term ending January 20, 2017; **Sharon Reynolds-Mixon** to serve on the Library Board, term ending January 9, 2017; **Chris Burrough** to serve on the Planning and Zoning Advisory Board, term ending January 18, 2017-2018; **Sandy Carnival** to serve on the Samsons Island Park Committee, term ending January 9, 2017; and **Greg Smith** to serve on the Samsons Island Park Committee, term ending January 9, 2017. VOTE: ALL YES. MOTION CARRIED.

ACTION: Councilman Brimer MOVED, SECOND by Councilman Osmer, to appoint Amanda Morsics to serve as a regular member of the Comprehensive Planning Advisory Board, term ending December 3, 2017. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:39) ADOPTION OF MINUTES: NOVEMBER 19, 2014, SPECIAL MEETING AND NOVEMBER 19, 2014, REGULAR MEETING

ACTION: Councilwoman Gott MOVED, SECOND by Councilman Brimer, to approve the minutes as submitted. VOTE: ALL YES. MOTION CARRIED.

Mayor Catino adjourned the meeting at 7:41 p.m.

Leonor Olexa, CMC
City Clerk

December '14

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

City of Satellite Beach

January 2015

February '15

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 HOLIDAY	2 9:00 a.m. Beautification Board	3
4	5 CANCELLED BOA	6	7 CANCELLED-CRA 6:30 p.m. City Council Workshop 7:00 p.m. City Council	8	9	10
11	12	13 6:00 p.m. Library Board 6:15 p.m. Recreation Board	14 7:00 p.m. City Council Workshop	15 7:00 p.m. CRAAC	16	17
18	19 7:00 p.m. PZAB	20 6:00 p.m. Samsons Island	21 7:00 p.m. City Council	22	23	24
25	26 7:00 p.m. CPAB	27 7:00 p.m. CEB	28 7:00 p.m. Town Hall Meeting Montecito Clubhouse	29	30	31

January '15

S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

City of Satellite Beach

February 2015

March '15

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 7:00 p.m. BOA	3	4 6:00 p.m. CRA Board 7:00 p.m. City Council	5	6 9:00 a.m. Beautification Board	7
8	9	10 6:15 p.m. Recreation Board	11	12	13	14
15	16 7:00 p.m. PZAB	17 6:00 p.m. Samsons Island	18 7:00 p.m. City Council	19 7:00 p.m. CRAAC	20	21
22	23 7:00 p.m. CPAB	24 7:00 p.m. CEB	25	26 2:00 p.m. Retirement Boards	27	28