

# CITY OF SATELLITE BEACH

CITY COUNCIL  
FEBRUARY 4, 2015

WORKSHOP MEETING  
6:50 P.M.

REGULAR MEETING  
7:00 P.M.



Posted: 01/30/15

**CITY OF SATELLITE BEACH, FLORIDA**

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**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**

**FEBRUARY 4, 2015  
6:50 P.M.**

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

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.

RECEIVED  
JAN 29 2015

### City of Satellite Beach APPLICATION TO SERVE ON CITY BOARDS & COMMITTEES

Name DOUGLAS M. GLASS Home Phone 321-249-1114  
 Address 117 MONTECTO DR. E-mail dmg7155@gmail.com  
 Business RETIRED Business Phone \_\_\_\_\_  
 Address N/A  
 Education A.S. - CRIMINAL JUSTICE  
 Relevant Experience EXPERIENCE IN PLANNING IN A.F. & C.H.P. AS WELL AS 33 YEARS ENFORCING LAWS. NUMEROUS DISPUTE SETTLEMENTS.  
 (Use additional sheets if necessary, or attach resume)

Are you a registered voter? <sup>1/29/15</sup> Yes  No \_\_\_\_\_  
 Are you a resident of the City? Yes  No \_\_\_\_\_  
 Do you hold public office? Yes \_\_\_\_\_ No   
 Do you serve on a City board/committee now? Yes \_\_\_\_\_ No

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)

- AUDITOR SELECTION COMMITTEE \_\_\_\_\_
- BEAUTIFICATION BOARD \_\_\_\_\_
- \*BOARD OF ADJUSTMENT \_\_\_\_\_
- \*CODE ENFORCEMENT BOARD 1
- COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEE \_\_\_\_\_
- \*COMPREHENSIVE PLANNING ADVISORY BOARD 2
- \*GENERAL EMPLOYEES RETIREMENT PLAN BOARD OF TRUSTEES \_\_\_\_\_
- LIBRARY BOARD \_\_\_\_\_
- \*PLANNING AND ZONING ADVISORY BOARD 4\*
- \*POLICE OFFICERS AND FIREFIGHTERS RETIREMENT PLAN BOARD OF TRUSTEES 3
- 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?  
33 YEARS IN LAW ENFORCEMENT & 27 YEARS IN USAF & USAFR. RETIRED SET, CA. HWY PATROL AND CRIMT IN A.F.

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

Signature Douglas M. Glass Date 1/29/15

Submit completed applications to: City Clerk, 565 Cassia Boulevard, Satellite Beach, FL 32937  
PHONE: 773-4407 ■ FAX: 779-1388 ■ E-Mail: loloxa@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, FLORIDA**

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INCORPORATED 1957

# **AGENDA**

## **CITY COUNCIL REGULAR MEETING**

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

**FEBRUARY 4, 2015  
7:00 P.M.**

- 1. CALL TO ORDER BY MAYOR CATINO**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE LED BY COUNCILMAN OSMER**
- 3. CITIZEN COMMENTS**
- 4. CITY COUNCIL COMMENTS**
- 5. CITY MANAGER REPORT**
- 6. RECOGNITION OF LONG-STANDING BUSINESSES IN THE CITY**
- 7. 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**

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- 8. DISCUSS/TAKE ACTION ON AGREEMENT BETWEEN THE CITY OF SATELLITE BEACH AND MEDICAL DIRECTOR JOHN MCPHERSON, M.D.**
- 9. DISCUSS/TAKE ACTION ON LEASE AGREEMENT TO STORE PUBLIC WORKS VEHICLE AND EQUIPMENT**
- 10. DISCUSS/TAKE ACTION ON COUNCIL POLICIES AND PROCEDURES**
- 11. DISCUSS/TAKE ACTION ON SCOPE OF SERVICES FOR ENGINEERING SERVICES**
  - A. DESOTO FIELD STORMWATER TREATMENT PROJECT**
  - B. 2015 ROADWAY RESURFACING PROGRAM INCLUDING ROOSEVELT AVENUE STREETScape**
- 12. AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING**
- 13. APPOINTMENT TO BOARDS**
- 14. ADOPTION OF MINUTES:   JANUARY 7, 2015, WORKSHOP MEETING  
                                  JANUARY 7, 2015, REGULAR MEETING  
                                  JANUARY 14, 2015, WORKSHOP INTERVIEW MEETING**



# City Manager's Report

To: Mayor and City Council Members  
From: City Manager Courtney Barker, AICP  
Meeting Date: 2/4/2015

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On February 7, 2015, Trinity Wellsprings Church at 638 South Patrick Drive, will be hosting the Hayley Hodge Memorial Car Show from 9am until 3pm (see attached). There will be three food competitions with our own Police Chief Pearson participating in the event. All residents are invited to attend. This event will benefit the Hayley Hodge Memorial Fund for Student Missions.

## Informational Items:

1. The Resilient Community survey has now closed. Staff, the Florida Institute of Technology, and the East Central Florida Regional Planning Council is now analyzing the data and compiling a report. We are scheduling a community meeting to present this report in late May or early June 2015. I will also be providing an update of this project to the Comprehensive Planning Advisory Board.
2. I am in discussions with the cities of Indian Harbour Beach, Indialantic, Melbourne Beach, and Cocoa Beach regarding a joint health clinic. The discussions are being held with Parrish Medical Center. We are currently working on a cost pro forma and a possible consulting agreement to guide the City from a fully insured plan to a self insured plan. Once we have these items prepared we will schedule the items for City Council's consideration.
3. Commissioner Robin Fisher has asked me to serve on the Tourism Development Council's Beach Renourishment Committee. I have asked Attorney Beadle to research any dual office holding issues, and after discussing this with the County Attorney's office, he has determined that there would be no issues with this appointment.

## Action Items:

1. New dates for community meetings (meetings will begin at 7:00 p.m.):
  - **February 11 – Satellite Beach United Methodist Church (Approved by Council)**  
(Residents: Scorpion Court to Roosevelt Avenue, includes Satellite Shores and Pelican Coast)
  - **February 26 – Oceanside Community Church (Approved by Council)**  
(Residents: Roosevelt Avenue to Cassia Boulevard)
  - **March 10 – Our Father's House**  
(Residents: Cassia Boulevard to DeSoto Parkway)
  - **March 30 – Satellite Beach Library**  
(Residents: DeSoto Parkway to south most portion of the City limits)



Proceeds Benefit The Haley Hodge Memorial Fund

**Saturday, Feb. 7, 2015 9 am – 3 pm**

Trinity Wellsprings Church  
(1.5 miles south of PAFB on S. Patrick Dr.)

**All Proceeds go to The Haley Hodge  
Memorial Fund for Student Missions**

**Fun for the Whole Family!**

**Free Admission and Free Parking!**



50/50 Raffle      Auctions

Contests      Great Food



Classic Rock Music

Fun for the kids...Face Painting and Much More!

**Special Guest: NASCAR Legend and Daytona 500 Winner, Geoff Bodine**

**Have a New or Classic Car You Want to Show?**

Registration Information: [www.trinitywellsprings.com/students](http://www.trinitywellsprings.com/students)

More Info: Contact Luke Barnes at 321-777-2047 or [lbarnes@trinitywellsprings.com](mailto:lbarnes@trinitywellsprings.com)



## CITY COUNCIL AGENDA ITEM

# #8

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### DISCUSS/TAKE ACTION ON AGREEMENT BETWEEN THE CITY OF SATELLITE BEACH AND MEDICAL DIRECTOR JOHN MCPHERSON, M.D.

To: City Manager Courtney Barker

From: Fire Chief Don Hughes

Meeting Date: 2/4/2015

Department: Fire

**Recommended Action:** Approve Contract with Dr. John McPherson for Medical Director Services as required by Florida Statute in the amount of \$2,500.00.

**Summary:** Satellite Beach Fire Department ALS program requires a Florida Licensed physician to oversee medical care through protocols and training. Dr McPherson has been the department Medical Director since 1995.

**Budget Impacts:** Budgeted Line Item- Professional Services

**Attachments:** Contractual Service Specialists Agreement

#8  
2-4-15

## CONTRACTUAL SERVICE SPECIALISTS AGREEMENT

**THIS AGREEMENT** made and entered into this day of February 1, 2015, by and between the City of Satellite Beach, a municipal corporation under the laws of the State of Florida, (hereinafter called "City") and John R. McPherson, M.D. a Florida licensed physician (hereinafter called "Medical Director").

### WITNESSETH

**WHEREAS**, the Satellite Beach Fire & Paramedic Services provides an Emergency Medical Service system which employs Paramedics to perform advanced life support (ALS) and Emergency Medical Technicians to perform basic life support (BLS); and

**WHEREAS**, Florida Statute 401.265 requires that the entity which provides such a service shall engage a Medical Director; and

**WHEREAS**, the aforementioned Statute and Chapter 64J-1 and 64J-2 of the Florida Administrative Code set out certain criteria and requirements for said Medical Director; and

**WHEREAS**, the City of Satellite Beach desires to retain a licensed physician to serve as Medical Director;

**NOW THEREFORE**, it is mutually agreed by and between the parties hereto as follows:

**1. Contract:**

The City does hereby engage John R. McPherson, M.D. Medical Director for the City's Emergency Medical Service system to undertake the duties and responsibilities of the Medical Director as described herein, along with other obligations included within this agreement.

**2. Term:**

The City agrees to retain the Medical Director and the Medical Director agrees to be retained in an independent contractor relationship for the term of two years, commencing as of February 1, 2015 unless extended hereafter by mutual agreement of the parties or cancelled in accordance with the terms of this agreement.

In the event services are scheduled to end because of the expiration of this Agreement, the Contractor shall continue the service upon the request of the Fire Chief. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing Agreement. The same terms and conditions that are in effect at the end of the natural term of this Agreement shall remain in effect for the 90 day period

**3. Renewal of Contract:**

The Contract shall be awarded for a period of twelve(12) months, with the option to renew the contract for an additional twelve (12) month periods. Option for renewal will only be exercised upon written mutual agreement and with all original terms, conditions, and pricing.

Contract renewal shall be based on satisfactory performance, mutual acceptance and determination that the contract is in the best interest of the City. Any renewal will be subject to appropriation of funds by the City Council,

**4. Termination:**

This agreement is subject to cancellation without cause by either party to this agreement upon thirty (30) days written notice. Such notice shall be forwarded by registered mail to the last known address of the other party.

This agreement is subject to immediate cancellation for cause. The City may immediately be entitled to terminate this Contract in the event:

- (a) Medical Director fails or refuses to prosecute the Work or any severable part, with the diligence that will insure its completion within the time specified by the City;
- (b) Medical Director violates laws, ordinances, rules, regulations of any governmental authority having jurisdiction;
- (c) Medical Director materially breaches any of the provisions of this Contract.

**5. Contract Fee:**

The Medical Director shall be paid the amount of \$2,500.00 per annum. Payments shall be made by the City as a one time payment with such amount being all inclusive. The City shall remit payment within forty-five (45) days upon receipt of a proper invoice from the Medical Director.

**6. Independent Contractor Relationship:**

The Medical Director is an independent contractor who will be responsible for payment of Federal Withholding Tax and Social Security Contributions. Furthermore the Medical Director shall not be entitled to any fringe benefits normally provided City employees, such as Workers' Compensation Insurance Coverage, Unemployment Compensation, Retirement, Disability Leave, and any leave with pay.

**7. Professional Liability Provision:**

The City agrees to provide the Medical Director insurance coverage for Professional Liability and Medical Malpractice with liability limits no less than \$1,000,000 (one million dollars) for claims arising out of the scope and performance of activities as specified in this contract and specifically as Medical Director for the City of Satellite Beach.

Nothing contained herein is intended nor shall be construed to waive the City of Satellite Beach sovereign immunity rights as provided for by Florida Statutes.

Nothing in this agreement shall be construed as expanding the liability of the Medical Director beyond that provided for in the laws of the State of Florida and such valid regulations as may be promulgated thereunder.

**8. Duties and Responsibilities of the City:**

(a) The City shall meet or exceed all applicable standards and requirements of the State of Florida for licensure as an Advanced Life Support (ALS) EMS provider, and shall become and remain so licensed where applicable by the County and State. The City shall further ensure that its employees, where applicable, to include without limitation paramedics and emergency medical technicians, become and remain certified and licensed as appropriate under the laws of the State of Florida.

(b) The City shall ensure that paramedics, emergency medical technicians, and other employees attend such educational programs and activities as shall be deemed necessary by the City and the Medical Director,

(c) The City shall make every effort to comply with all directives and procedures of the Medical Director relating to the quality and quantity of care rendered by the emergency medical system and shall ensure that its employees also comply with such directives and procedures,

(d) Subject to the limitations of F.S. 768.28, the City agrees to defend, indemnify and hold harmless the Medical Director from any and all claims, liabilities, causes of action, attorney fees and costs, whatsoever resulting from or in connection with the conditioning, limiting, modification, suspension and/or prohibition of any paramedic or emergency medical technician's medical performance privileges. Nothing herein shall be construed to waive any of the provisions of F.S. 768.28.

**9. Duties and Responsibilities:**

The Medical Director shall:

(a) Perform all services required pursuant to Florida Statutes Chapter 401, Section 401.46, Chapter 64J-1 and 64J-2, Florida Administrative Code; duties and regulations promulgated by the Florida Department of Health and Rehabilitative Services; and all rules and regulations of any governmental agencies implementing said Chapter or other established duties required to be performed by said Medical Director.

(b) At all times, meet the applicable requirements and obligations of Florida State Statute 395, 401, 499, 893 and Florida Administrative Code 64J-1 and 64J-2.

(c) Retain a current and valid Florida M.D. or D.O. license at all times during the term of the Agreement.

(d) Be board certified and active in emergency medicine with demonstrated experience in pre-hospital care and hold ATLS, PALS and ACLS provider certificates or equivalent as determined in Chapter 64J-1.022, F.A.C.

(e) Obtain and possess proof of current registration as a Medical Director, either individually or through a hospital, with the US Department of Justice, DEA, to provide controlled substances to the Satellite Beach Fire & Paramedic Services. Proof of such registration shall be maintained on file with the Satellite Beach Fire & Paramedic Services and available for inspection.

(f) Assume direct responsibility for the medical performance of all Paramedic and EMT certificate holders operating for the Satellite Beach Fire & Paramedic Services. The Medical Director shall provide notice to the Florida Board of Medicine in accordance with the requirement of Section 458.348(1), Florida Statutes (2010), as may be amended from time to time. Notice shall be filed within 30 days of entering into the relationship, orders, or protocol. Notice also shall be provided within 30 days after the physician has terminated any such relationship, orders, or protocol.

(g) Develop and authorize, or review and authorize for use, medically correct standing orders and/or protocols which permit specified ALS and BLS procedures. Standing orders and protocols shall ensure that patients are transported to facilities that offer a type and level of care appropriate to the patient's medical condition. The medical director or his appointee shall provide continuous 24-hour-per-day availability of medical director "offline" service for potential problems, system conflicts, and disaster events.

(h) Develop and authorize, or review and authorize for use, medically correct Trauma Transport Protocols which permit specified ALS and BLS procedures and ensure that patients are transported to facilities that offer a type and level of care appropriate to the condition.

(i) Develop and authorize, or review and authorize medically correct health promotion and wellness activities and blood pressure screenings that may be performed by City paramedics in accordance with 401.272, F.S.

(J) Develop and authorize, or review and authorize, a written agreement between the medical director and the county health department that establish the medically correct protocols, policies, and procedures under which City paramedics may administer immunizations in a nonemergency environment, within the scope of their training. The Medical Director shall document on Department of Health Form 1256 that City paramedics who administer immunizations have received sufficient training to administer immunizations.

(k) Supervise, set standards, and establish procedures for the medical performance of the emergency medical technicians and paramedics functioning for the City Fire & Paramedic Services, as specified in applicable laws of the State of Florida and such valid regulations as are promulgated thereunder.

(l) Assess the medical performance of Paramedic and EMT Certificate holders by use of a quality assurance program to include, but not be limited to, a prompt review of run reports, direct observation, and comparison of performance standards for drugs, equipment, and established protocols and procedures. The Medical Director shall be responsible for participating in quality assurance programs developed by the Department.

(m) Create, authorize, and ensure adherence to detailed written operating procedures regarding all aspects of the handling of medications, fluids, and controlled substances. Ensure and certify that security procedures for medications, fluids, and controlled substances are in compliance with Chapter 499 F.S., Chapter 893 F.S., and Section 64J-1, F.A.C.

(n) Review and approve City paramedics and emergency medical technicians refresher/renewal course.

(o) Ensure that all paramedics and emergency medical technicians are trained in the use of trauma scorecard methodology as provided in Section 64J-1, F.A.C.

(p) Participate in direct contact time with City paramedics and emergency medical technicians through direct field observation ride time and/or delivery of continuing medical education related to pre-hospital care or teaching or a combination of both for a minimum of 12 hours per year. This participation shall occur at a minimum of at least three (3) hours every calendar quarter.

(q) Attend two of the four State EMS Medical Director meetings annually.

(r) Obtain 24 CEUs or training hours related to EMS every 2 years.

**10. Authority:**

(a) The operation and administrative control of the City's emergency medical services will be vested in the City Manager or his designee and the Medical Director shall be responsible to the City Manager or his designee.

(b) The Medical Director shall retain the supervisory authority necessary to require that the medical performance of the paramedic or emergency medical technician's of the City is of a quality and type for which the individual Medical Director is willing to take direct responsibility. Consistent with that supervisory authority, the Medical Director may advise, consult, train, counsel and oversees services. The oversight of services includes, but is not limited to, appropriate quality assurance programs.

(c) The Medical Director shall retain the ultimate authority to condition, limit, modify, suspend, and/or prohibit any paramedic or emergency medical technician's medical performance while operating for the City consistent with the Medical Director direct responsibility for the medical performance of all paramedic and emergency medical technicians operating for the City.

Such conditioning, limitation, modification or suspension of a paramedic or emergency medical technician's medical performance while operating for the City can include requirement of completion of Medical Director identified training as a precondition for some or all parts of the paramedic or emergency medical technician's medical performance while operating for the City.

The Medical Director shall immediately notify the City Manager or his designee of the change of eligibility of any paramedics or emergency medical technician to perform emergency medical care.

(d) All persons employed by the City who are subject to the medical supervision of the Medical Director, to include without limitation emergency medical technicians and paramedics, shall not be considered or construed to be solely the employees of the Medical Director, but rather are and shall be considered and construed to be solely the employees of the City. The City shall pay all wages, workers compensation, unemployment and social security taxes, applicable thereto.

(e) The Medical Director is not authorized to obligate the expenditure of City funds.

**11. Confidentiality:**

The Medical Director shall carry out the obligations under this agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F-Administrative Simplification, Sections 261, et seq., as amended ("HIPAA") to protect the privacy of any personally identifiable protected health information that is collected, processed, or learned as a result of the services provided to the Satellite Beach Fire & Paramedic Services. In conformity therewith, the Medical Director agrees to abide by the conditions set forth in Appendix A

**12. Interpretation and Binding Effect:**

Except as herein otherwise provided, this agreement shall inure to the benefit of and shall be binding upon the parties hereto, their personal representative, successors, heirs, and assigns.

**13. Invalidity or Unenforceability:**

Invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provisions.

**14. Governing Law:**

This agreement shall be governed and construed in accordance with the laws of the State of Florida.

**15. Entire Agreement:**

This agreement contains the entire understanding between the parties and may not be changed or modified except by an agreement in writing signed by all the parties.

**ATTEST**

**City of Satellite Beach**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Fire Chief

By: \_\_\_\_\_  
Attorney

**Medical Director**

By: \_\_\_\_\_  
John R. McPherson M.D.

## APPENDIX A

Pursuant to the Health Insurance Portability and Accountability Act of 1996, Subtitle F Administrative Simplification, Sections 261, et seq., as amended the Medical Director agrees to:

- Not use or further disclose protected health information (PHI) except as permitted under this agreement or required by law;
- Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this agreement;
- To mitigate, to the extent practicable, any harmful effect that is known to the Medical Director of a use or disclosure of PHI by the Medical Director in violation of this agreement;
- Report to the Satellite Beach Fire & Paramedic Services any use or disclosure of PHI not provided for by this agreement of which the Medical Director becomes aware;
- Ensure that any agents or subcontractors to whom the Medical Director provides PHI or who have access to PHI, agree to the same restrictions and conditions that apply to the Medical Director with respect to such PHI;
- Make PHI available to the Satellite Beach Fire & Paramedic Services and to the individual who has a right of access as required under HIPAA;
- Incorporate any amendments to PHI when notified to do so by the Satellite Beach Fire & Paramedic Services;
- Provide an accounting of all uses or disclosures of PHI made by the Medical Director as required under the HIPAA privacy rule;
- Make internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the Medical Director's and the Satellite Beach Fire & Paramedic Services's compliance with HIPAA; and
- At the termination of this agreement, return or destroy all PHI received from, or created or received by the Medical Director on behalf of the Satellite Beach Fire & Paramedic Services;
- Comply with all other requirements contained therein, not otherwise specified in this appendix.



## CITY COUNCIL AGENDA ITEM

# #9

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### DISCUSS/TAKE ACTION ON LEASE AGREEMENT TO STORE PUBLIC WORKS VEHICLE AND EQUIPMENT

To: City Manager Courtney Barker  
From: Building Official John Stone  
Meeting Date: 2/4/2015  
Department: Building & Zoning

**Recommended Action:** Approve Lease Agreement between the City of Satellite Beach and The Regency Center, LLC for storage of Public Works vehicle and equipment.

**Summary:** On March 28, 2011, the City purchased a Vac Truck for the purpose of clearing stormwater lines of debris. Since the time of purchase, the vehicle has remained outside due to lack of indoor space to accommodate a vehicle of this size. The impact of storing the vehicle outside is evidenced by the rust and deterioration, to the point some parts have had to already be replaced. Staff has explored several indoor options that have not panned out. Recently, staff successfully negotiated a yearly lease of \$525 per month with the Regency Center owners at 1227 South Patrick Drive for the use of the out parcel Quonset Building. The building has adequate space for the vehicle and additional storage that will allow us to terminate an existing month-to-month rental agreement with another storage facility where we pay \$250 per month, thereby consolidating our storage needs.

**Budget Impacts:** \$525 per month – \$250 per month = net budget increase of \$275 per month.

**Attachments:**

- The Regency Center Lease Agreement



# THE REGENCY CENTER LLC

Physical Address: 1227 S Patrick Drive, Satellite Beach, FL 32937  
Mailing Address: 1900 S. Harbor City Blvd. #111, Melbourne, FL 32901

## LEASE AGREEMENT

1. **LEASE:** This Lease is dated \_\_\_\_\_ by and between The Regency Center, LLC (hereinafter known as "Lessor") and \_\_\_\_\_ (Name of the officer Signing) \_\_\_\_\_ (Title) grants as a representative of City of Satellite Beach (hereinafter known as the "Lessee").
2. **PREMISES:** Lessor in consideration of the lease payments provided in this Lease hereby leases to Lessee, **Quonset Building, which consists of 1070 sq ft.**, (See Addendum "A") located at 1227 S. Patrick Drive, Satellite Beach, FL 32937. (See Attachment "A" Floor Plan)
3. **TERM:** The Lease term will begin on January 1, 2015 and end on December 31, 2016. This Lease shall automatically renew for an additional two terms, unless either party gives written notice of termination no later than thirty (30) days prior to the end of the term of the lease.
  - a. Lessee shall have the right to terminate its obligation to make payments at the end of any budgetary period, in the manner and subject to the terms of the subsection, if Lessee's governing body does not appropriate money sufficient to pay the payments and reasonable estimated expenses hereunder coming due for the next budgetary period with respect to this Lease. Upon the occurrence of such event, Lessee shall not be responsible for the payment of any payments with respect to the Lease coming due during any subsequent budgetary period. Occurrence of any event of non-appropriation as provided in this section shall terminate this Lease, and Lessee covenants to surrender and deliver possession of the premises to Lessor.

#### 4. LEASE PAYMENTS: Monthly Base Rent \$525.00.

The City of Satellite Beach promises to Lessor that Monthly gross rent \$525.00 will be paid in advance or on or before the 1<sup>st</sup> (first) day of each month. The monthly gross rent shall be paid to Lessor without demand and without deduction, set-off, claim or counter claim of any nature whatsoever which Lessee may have alleged to have against Lessor.

\_\_\_\_\_  
Signature

If the Lessor does not receive the monthly gross rental payment within three (3) days from the due date, a late charge of Thirty-Five dollars (\$35.00) will be added. If gross rent is not received by the 10<sup>th</sup> day of the month, such payment shall then incur interest at a 12% annual interest rate. If any default shall be made by the Lessee, the undersigned does hereby covenant and agree to pay to the Lessor in each and every instance such sum or sums of money as the Lessee is and shall become liable to pay.

- a. The obligation of the Lessee to pay any amounts required under this Lease shall constitute a current expense of the Lessee, and shall not in any way be construed to be a debt of the Lessee in contravention of any applicable constitutional, statutory or charter limitations or requirements concerning the creation of indebtedness of the Lessee. The payments due under this lease are to be made only from the Lessee's legally appropriated funds on an annual basis, and neither the Lessee or agency thereof shall be obligated to pay any sums due hereunder from the compelled levy of ad valorem or other taxes, except from those funds legally appropriated by the Lessee on an annual basis, and neither the full faith and credit nor the taxing power of the Lessee or agency thereof are pledged for payment of such sums due under this Lease. This Lease and any amounts due shall not constitute a lien upon any other property owned by or within the jurisdictional limits of Lessee.

Lessee shall make payable the gross rent to **The Regency Center LLC**, and will deliver such funds to **The 1900 Building LLC, 1900 S. Harbor City Blvd. #111, Melbourne, FL 32901**, which address may be changed from time to time.

Lessee Initials: \_\_\_\_\_ Lessor Initials: \_\_\_\_\_

Mailing Address: 1900 S. Harbor City Blvd. #111, Melbourne, Florida 32901 Phone (321) 984-1900, Fax (321) 308-0550  
Email: [leasing@1900building.com](mailto:leasing@1900building.com) Website: [www.1900building.com](http://www.1900building.com)

**5. SECURITY DEPOSIT:** Lessee shall pay to Lessor the sum of **\$525.00 as security deposit** for the full and faithful performance by Lessee of the terms hereof, which is to be returned to Lessee, without interest, after Lessee has surrendered the premises in the same condition except for normal wear and upon the full performance of the provisions of the Lease. Lessee shall not use the security as rent or for any miscellaneous charges incurred.

**6. NON-SUFFICIENT FUNDS:** If any check received by the Lessor from Lessee is returned by the bank for non-sufficient funds or for any reason whatsoever, a service charge of Thirty Five Dollars (\$35.00) for each such check and other fees charged by bank shall be due Lessor in addition to gross rent.

**7. SURVIVAL:** Lessee guarantees payment of gross rent under the Lease pursuant to the terms of the Lease. If Lessee defaults in the payment of gross rent, Lessee shall pay the past due rent, late fees, or other amounts due within **3 days** after receipt of the notice (invoiced by Fax or Email) of default and demand for payment. This guaranty shall remain in force until the full payment is received.

Maximum amount recoverable by the Lessor from the Lessee is equal to the remainder of the gross rent for the term of the lease. Any obligation to pay gross rent and other miscellaneous charges incurred shall survive the expiration or termination of the lease and shall be payable upon demand. Nothing contained herein shall require the Lessor to accept any payment less than full amount under this lease. If Lessor accepts partial payments, rest of the term shall survive.

**8. ACCELERATION OF LEASE AGREEMENT:** Upon the occurrence and during the continuance of lease, one or more Default, the Lessor may immediately declare the remainder of the Lease Agreement to be immediately due and payable, together with any interest thereon and fees and out of pocket expenses such as build outs under this Lease Agreement; provided that upon the occurrence of an Event of Default, such amounts shall immediately and automatically become due and payable without any further action by the Lessor. Upon such declaration or such automatic acceleration, the balance then outstanding of the Lease Agreement shall become immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by the Lessee and Grantor. The Lessor may thereupon exercise any remedies available to it by law.

**9. DEFAULT:** Lessee shall be in default to this Lease if Lessee fails to fulfill any Lease obligation or term by which Lessee is bound. Subject to governing provisions of law to the contrary, if Lessee fails to cure any condition within ten (10) days and fails to pay expenses or other obligation to cure the condition described in paragraph within thirty (30) days after written notice of such default is provided by Lessor to Lessee, Lessor may reenter and take possession of the Premises without further notice and without bias of Lessor's rights to damages. In the alternative, Lessor may elect to cure any default and the cost of such action shall be added to Lessee's financial obligations under this Lease. Lessee shall pay all costs, damages and expenses (including reasonable attorney fees and expenses (hereafter collectively called "damages") suffered by Lessor by reason of Lessee's defaults.

All sums of money or charges required to be paid by Lessee under this Lease shall be included as gross rent, whether or not such damages or charges are designated as "additional rent". Such damages are required to be paid by Lessee without requiring any notice from Lessor. The Lessee hereby expressly waives requirements of nonperformance or nonobservance or proof of notice. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**10. POSSESSION:** Lessee shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Lessor on the last day of the term of this Lease, unless otherwise agreed to by both parties in writing. At the expiration of the term of this Lease, Lessee shall remove its goods and effects and peaceably yield up the Premises to Lessor in the same condition except for normal wear as when delivered to Lessee. Before delivery, Lessee shall remove all business signs placed on the leased premises by Lessee and restore the portion of the leased premises on which they were placed in the same condition as when received.

**11. USE OF PREMISES:** Lessee may use the Premises only for a STORAGE The premises may be used for any other purpose only with the prior written consent of Lessor, which shall not be unreasonably withheld. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**12. MAINTENANCE OF PREMISES: (Subject to Existing Conditions)**

- Lessee shall be responsible for maintenance or any damage to the leased premises and appurtenances thereto and every part thereof caused by any act or omission of Lessee or any of Lessee's agents, contractors, invitees, or employees. Lessee shall promptly report to Lessor any defective condition known to Lessee. Failure to report any required repair to Lessor shall make the Lessee responsible for any liability incurred by Lessor solely by reason of

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such default. In the alternative, Lessor may elect to cure any default. The cost of such action shall be added to gross rent.

- Lessor shall keep and maintain the premises, including the exterior walls, roof, plumbing, electrical, HVAC systems, and common areas, in good condition. Lessor should perform necessary maintenance and repairs within a reasonable time after receiving notice or having actual knowledge of the need for repairs or maintenance.

**13. UTILITIES:** Lessor  / Lessee XX (*check one*) will pay utilities (electric) Meter #ACD 5593 furnished to the Premises. In no event, however, shall Lessor be liable for any interruption or failure in the supply of utilities. **Extension cords or power strips cannot be used for any purpose. Additional outlets may be added, if necessary, at Lessee's expense may be used to connect your equipment to an existing electrical outlet.**

\_\_\_\_\_  
Initial

**14. INSURANCE:** Lessee shall, at Lessee's expense, obtain and maintain Property insurance (including any improvements or build out by or for Lessee), and General Liability Insurance (covering claims where Lessor shall be listed as an additional insured). General Liability Insurance must provide coverage of claims for personal injury or death occurring in, around leased premises or nearby common areas adjacent to the leased premises and common area. Such insurance shall have a single and or combined limit of not less than \$500,000. Such insurance policy or policies shall be written in companies licensed to do business in Florida, selected by Lessee.

Proof of insurance shall be provided to Lessor prior to opening business in the Premises. The policy shall be primary, not contributory with and not in excess of the coverage, which Lessor may carry. The policy shall remain in effect for the term of the lease. Any changes and/or renewal of the policy shall be submitted to Lessor within 15 days of change or cancellation.

\_\_\_\_\_  
Initial

**15. DESTRUCTION OR CONDEMNATION OF PREMISES:** If whole or part of the Premises is rendered to be un-leasable, the lease shall automatically terminate under power of eminent domain. In the event of partial destruction, which does not result in termination of lease the gross rent shall be appropriated according to the percentage of premises that remain usable.

**16. HOLDOVER:** If Lessee maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Lessee shall pay to Lessor lease payment(s) during the Holdover Period at a rate equal to 110% of the gross rent set forth in the Renewal Terms paragraph.

**17. CUMULATIVE RIGHTS:** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise require by law. The provisions of this lease shall apply to and bind for the benefit of the undersigned Lessee and the Lessor and their respective heirs, legal representatives, successors and assigns.

**18. ACCESS BY LESSOR TO PREMISES:** Subject to Lessee's consent (which shall not be unreasonably withheld) Lessor shall have the right to enter the Premises at all reasonable time to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, Lessees or workers, building inspectors and emergency personnel. However, Lessor does not assume any liability for the care or supervision of the Premises.

**19. INDEMNITY REGARDING USE OF PREMISES:** Lessee agrees to indemnify, hold harmless, and defend Lessor from and against any and all losses, liabilities, and expenses, including reasonable attorney fees, if any, which Lessor may suffer or incur in connection with Lessee's possession, use or misuse of the Premises, except Lessor's act or negligence.

**20. ASSIGNMENT AND SUBLETTING:** Lessee shall not either voluntarily or by operation of law sell, hypothecate or transfer this lease, or sublet the premises or any part thereof without the prior written consent of Lessor.

**21. QUIET ENJOYMENT:** Upon Lessee's paying the gross rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the Premises for the entire term hereof, subject to all of the provisions of this Lease.

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**22. ALTERATIONS AND MODIFICATIONS:** Lessee shall not make any additions, alterations, changes or improvements to the Premises without the prior written approval of Lessor stated in Addendum "B". Lessor shall not unreasonably withhold request for approval submitted by Lessee. Upon the completion of such additions, alterations, changes or improvements of the premises shall become the property of the Lessor, unless otherwise agreed upon. Lessee hereby indemnifies Lessor against and The 1900 Building LLC free from any and all mechanics liens or other such liens arising from any work performed, material furnished or obligations incurred by the Lessee in connection with any additions, alterations, changes or improvements to the Premises.

**23. NON-SMOKING BUILDING AND NO PETS:** It is understood by Lessee that The 1900 Building LLC is a non-smoking building. There have been specific areas designated on the outside of said building as smoking areas for use by Lessees and their clients. NO PETS are allowed except **CERTIFIED** Service Companions/Animals. Certification must be presented at lease signing and a copy maintained with the lease in Lessor's files.

**24. DANGEROUS MATERIALS:** Lessee shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might be considered hazardous by the insurance company, unless the prior written consent of Lessor's insurance company is obtained and proof of adequate insurance protection is provided by Lessee to Lessor. (Except the fuels in tank of equipment).

**25. RADON DISCLOSURE:** Radon, an odorless, invisible and naturally occurring gas is often found inside tightly sealed buildings. The gas has been linked to lung cancer, with susceptibility heightened around smokers. The following statement is required to be included in all Leases after December 1, 1988 and is therefore included here. "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels Radon that exceeds federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit."

**26. SERVABILITY:** If any paragraph of this Lease shall be held to be invalid or unenforceable for any reason, the remaining paragraphs shall continue to be valid and enforceable.

**27. WAIVER:** The failure of Lessor to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**28. BINDING EFFECT:** The provisions of this Lease shall be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

**29. ATTORNEYS FEES:** Lessee shall pay reasonable attorneys' fees and all associated costs to Lessor in the event Lessor is required to enforce against Lessee any of the terms, covenants and costs in any bankruptcy action filed by or against Lessee including, without limitation, those incurred in seeking relief from stay in dealing with the assumption or rejection of this Lease, in any adversary proceeding, and in the preparation and filing of any proof of claim. In the event litigation shall arise between the parties, Florida law shall govern while Brevard County Florida shall be its venue.

**30. WAIVER OF JURY TRIAL:** Lessor and Lessee, by Acceptance of this instrument, hereby waive, to the fullest extent permitted by law, the right to trial by jury in any action, proceeding or counterclaim, whether in contract, tort or otherwise, relating directly or indirectly to the Lease Agreement, the application for the agreement, or any acts or omissions of Lessor or Lessee. This waiver of right to trial by jury is given knowingly and voluntarily by Lessee and Lessor (by its acceptance hereof), and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Lender is hereby authorized to file a copy of this paragraph in any proceeding as conclusive evidence of this waiver by Lessor and Lessee (by its acceptance hereof). Lessee hereby knowingly, voluntarily and intentionally waives the right for itself and its heirs, personal representatives, successor or assigns to a trial by jury in respect to any litigation arising in connection with this Lease or any agreement contemplated to be executed in conjunction with the lease or statements (whether verbal or written) or actions of any party. This provision is a material inducement to Lessor's acceptance of this agreement.

**31. PRIVACY NOTICE:** We collect and treat non-public and public personal information about you and your business in a confidential manner with respect to our financial and other relationships involving you. This information is maintained in a safe office environment. Our employees are required to protect the confidentiality of information and may access information only when there is an appropriate reason to do so, such as to process transactions related to your business.

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**32. ENTIRE LEASE AGREEMENT:** This Lease Agreement between the parties and, except as otherwise provided herein, can only be changed, modified, amended or terminated by an instrument in writing executed by the parties. It is mutually agreed that there are no verbal agreements, representations, warranties or other understandings affecting the same; and that Lessee hereby waives, as a material part of the consideration hereof, all claims against Lessor for recession, damages or any other form of relief by reason of any alleged covenant, warranty, representation, agreement or understanding not contained in this lease.

**33. NOTICE:** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, addressed as follows:

**LESSOR: The Regency Center LLC, 1227 S. Patrick Drive, Satellite Beach, FL 32937**

**LESSEE: PLEASE PRINT CLEARLY**

_____			_____	
Name			Tax ID # or SS# (mandatory)	
_____			_____	
Home Address (NO PO BOX)			Home #	Cell#
_____			_____	
City	State	Zip	Business Phone # to be Listed	
_____			_____	
			Email Address	

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**SIGNATURE PAGE**

**With authority for City of Satellite Beach, (Lessee), I have reviewed and agree with terms and conditions of Lease.**

**LESSEE:** City of Satellite Beach

Print Name \_\_\_\_\_

Signature and Title \_\_\_\_\_ Date \_\_\_\_\_

Witness - Print Name \_\_\_\_\_

Signature of Witness \_\_\_\_\_ Date \_\_\_\_\_

**LESSOR:** The Regency Center, LLC.

Lessor - Print Name \_\_\_\_\_

Signature and Title \_\_\_\_\_ Date \_\_\_\_\_

Witness - Print Name \_\_\_\_\_

Signature of Witness \_\_\_\_\_ Date \_\_\_\_\_

**Person signing for The Regency Center LLC, and the Regency Center LLC has no Implied or Assumed liability.**

Lessee Initials: \_\_\_\_\_ Lessor Initials: \_\_\_\_\_

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#10  
2-4-15

## CITY COUNCIL POLICIES & PROCEDURES

As Amended on February 4, 2015



**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

February 4, 2015

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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~~

MOVE TO BOARDS HANDBOOK

- ~~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**

**Business casual attire shall be deemed appropriate year-round for regular and special Council meetings, unless the Mayor requests more formal attire (coat and tie for men) to be worn. 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 February 4, 2015

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



## CITY COUNCIL AGENDA ITEM

# #11A

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### DISCUSS/TAKE ACTION ON SCOPE OF SERVICES FOR ENGINEERING SERVICES A. DESOTO FIELD STORMWATER TREATMENT PROJECT

To: City Manager Courtney Barker  
From: Public Works Director Allen Potter  
Meeting Date: 2/4/2015  
Department: Public Works

**Recommended Action:** Approve Work Order #2014/2015-03 for the scope of services for the DeSoto field Stormwater Treatment Facility.

**Background:** The City Council, at its January 21, 2015 meeting, approved staff to move forward with obtaining a scope of services proposal from the City Engineer for design, permitting, construction phase and grant assistance related to the development of a stormwater treatment facility at the DeSoto field site. The proposed facility will include a stormwater treatment pond, kayak launch area, walking trail and passive recreation areas. The stormwater treatment pond will greatly assist the City in reaching its mandated TMDL and BMAP nutrient reduction goals.

**Summary:** Quentin L. Hampton Associates Inc. has provided the City with excellent services of this nature in the past and staff anticipates that this project will be no exception.

**Budget Impacts:** \$92,200 from the City's General Fund Reserve. Reimbursement of reserves is contingent upon issuance of debt service.

**Attachments:** Quentin L. Hampton Associates Inc., Work Order #2014/2015-3

BRAD T. BLAIS, P.E.  
DAVID A. KING, P.E.  
ANDREW M. GIANNINI, P.E.  
KEVIN A. LEE, P.E.

**Quentin L. Hampton Associates, Inc.**  
**Consulting Engineers**  
P.O. DRAWER 290247  
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810  
FAX: (386) 761-3977  
EMAIL: qlha@qlha.com

January 27, 2015

Allen Potter  
Public Works Director  
530 Cinnamon Drive  
Satellite Beach, FL 32937

**Re: DESOTO FIELD STORMWATER TREATMENT FACILITY**

Dear Allen,

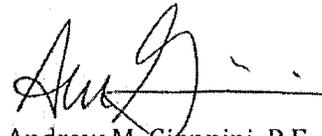
Quentin L. Hampton Associates Inc. (QLH) is pleased to provide this engineering services proposal for this project. The attached task order addresses the work activities we understand to be required. The task order includes survey and geotechnical evaluation, design, permitting, bidding and construction phase services, as well as grant assistance for the project.

The attached work order is in conformance with our professional services agreement. We look forward to the opportunity to serve the City of Satellite Beach. If you have any questions or comments, please contact our office.

Sincerely,  
QUENTIN L. HAMPTON ASSOCIATES, INC.



David A. King, P.E.  
Vice President



Andrew M. Giannini, P.E.  
Project Engineer

DAK/AMG:bf

Enclosures: Work Order

cc: Project File  
Billing File

**WORK ORDER NO. 2014/2015-3**

**TO AGREEMENT FOR ENGINEERING SERVICES  
QUENTIN L. HAMPTON ASSOCIATES, INC. (QLH) AND  
CITY OF SATELLITE BEACH, FLORIDA**

**PROJECT: DeSoto Field Stormwater Treatment Facility**

Execution of this Work Order by the City, shall serve as authorization for Engineer (QLH) to provide professional services for the above project.

**RESPONSIBILITY OF THE ENGINEER:**

Engineer shall provide said professional services pursuant to the Agreement.

**RESPONSIBILITY OF THE CITY:**

The City shall provide assistance as needed for the review and approval of the designed improvements.

**SCOPE OF WORK:**

**Background:** The City desires to continue addressing stormwater issues within the City with focus on DeSoto Basin which is approximately 300 acres in size. With the potential acquisition of a sports field lease with Patrick Air Force Base, the DeSoto field may be made available for the development of a regional stormwater treatment facility. The City desires to proceed with the conceptual design of the improvements, and if viable, proceed with the final design, permitting and construction. The City intends to seek grant funding for the construction. The City has requested design, permitting, construction phase and grant assistance from the Engineer.

The current construction cost estimate is \$800K.

**Basis of Design:** The basis of design will be the work shown on the attached concept plan.

**Survey:** QLH will utilize Layout Services, Inc. or other survey sub-consultant to collect survey data for the project. An allowance for such has been included. QLH will also perform a limited amount of Subsurface Utility Engineering (SUE) to augment the survey information with information collected from the utility companies.

**Preliminary Design:** QLH will prepare conceptual plans (+/-30% design plans) and construction cost estimate for the proposed improvements, incorporating multiple Best Management Practices (BMPs) in order to maximize the pollutant removal by the improvements. QLH will submit the preliminary design to City staff for review and comment. Upon receipt of comments, QLH will revise the preliminary design and present such to City Council for consideration.

**Design:** Upon acceptance of the preliminary design, QLH will prepare and submit 60 percent and 90 percent plans and specifications for City review/comment. Upon receipt of comments from the City, QLH will proceed with the design. QLH will also provide estimates of construction costs with each submittal. Permit applications will be submitted at the 90 percent design stage. Final plans and specifications will be prepared upon receipt of permitting agency comments/RAI's.

**Permitting:** QLH will apply for an Environmental Resource Permit from SJRWMD and respond to all reasonable RAI's (assume two) from SJRWMD. A \$1,000 permit application fee allowance is included.

**Bidding:** QLH shall assist the City in bidding the project with the completion of the following activities:

- Prepare bidding documents.
- Provide City with bid advertisement.
- Distribute electronic plans/specifications to interested bidders and plan rooms.
- Address bidder's questions.
- Preside over pre-bid conference.
- Issue addendums.
- Attend bid opening.
- Review submitted bids.
- Investigate experience of low bidder(s).
- Make recommendation of award to City.
- Attend City Council meeting for bid award.

**Construction Contract Administration:** QLH shall provide the following services during the construction phase.

- Coordinate execution of contracts.
- Schedule and preside over preconstruction conference.
- Issue Notice to Proceed to Contractor.
- Review shop drawings/material submittals.
- Address Contractor/City questions.
- Twice per month site visits. (Additional visits requested by City to be billed at current hourly rates)
- Review of monthly Contractor pay requests.
- Review of Contractor as-built drawings.
- Review of change orders (Assume a total of two final change orders).
- Prepare final record drawings, utilizing Contractor as-builts and inspector sketches, etc.
- Determine substantial completion.
- Provide final inspection.
- Recommend final payment.
- Coordinate execution of final paperwork.
- Provide Certificate of Completion to permitting agencies.

**Grant Assistance:** QLH will provide grant assistance including:

- A. FDEP 319h and/or TMDL grant application preparation
- B. QAPP preparation and submittal to FDEP
- C. Pre and post construction water quality sampling and coordination of testing by certified laboratory
- D. Preparation of FDEP quarterly progress reports
- E. Preparation of final report and submittal to FDEP

QLH may utilize a sub-consultant for such grant assistance. An allowance for such has been included. The costs associated with actual pre and post construction water sample testing by a certified laboratory testing is not included in this work order.

**Exclusions:** The following services are specifically excluded and are not provided by QLH:

- Inspection (Other than listed above).
- Testing/laboratory services.

**TIME FOR COMPLETION:**

The professional services authorized by this Work Order are scheduled for completion according to the following schedule commencing from the date of this Work Order.

Survey	45 days
Preliminary Design	45 days
Design	90 days
Permitting	90 days
Bidding	Per City schedule
Construction Phase Services	Per City/Contractor Schedule
Grant Assistance	Per FDEP grant cycle

The above time frames do not include City review times.

**COMPENSATION:**

The fee for these services is estimated at ninety-two thousand two hundred and 00/100 dollars (\$92,200) based on the following schedule:

Survey	\$4,000 allowance
Geotechnical Evaluation	\$3,000 allowance
Preliminary and Final Design (6.6% of \$800K)	\$52,800 lump sum
Construction Phase Assistance (1.8% of \$800K)	\$14,400 lump sum
Grant Assistance	\$15,000 allowance
Printing Allowance	\$2,000 allowance

Permit Fee Allowance	\$1,000 allowance
<b>TOTAL</b>	<b>\$92,200</b>

Design and Construction Phase Assistance lump sums to be adjusted if needed based on bid and final construction cost, per contract.

If Florida Sales Tax becomes due on professional services, the City shall reimburse QLH for the additional sales tax cost.

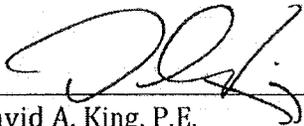
**CITY OF SATELLITE BEACH, FLORIDA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Courtney Barker, City Manager

**QUENTIN L. HAMPTON ASSOCIATES, INC.**

Dated: 1/27/15

By:   
David A. King, P.E.  
Vice President

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF QUENTIN L. HAMPTON ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.



## CITY COUNCIL AGENDA ITEM

# #11B

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### DISCUSS/TAKE ACTION ON SCOPE OF SERVICES FOR ENGINEERING SERVICES B. 2015 ROADWAY RESURFACING PROGRAM INCLUDING ROOSEVELT AVENUE STREETSCAPE

To: City Manager Courtney Barker  
From: Public Works Director Allen Potter  
Meeting Date: 2/4/2015  
Department: Public Works

**Recommended Action:** Approve Quentin L. Hampton Associates, Inc., Work Order #2014/2015-4 for 2015 Roadway Resurfacing Program (including Roosevelt Avenue Streetscape).

**Background:** The City Council, at its January 21, 2015 meeting, approved City staff to move forward with obtaining a scope of services proposal from the City Engineer for resurfacing various streets throughout the City. The proposal also includes the work associated with their construction and streetscape design for Roosevelt Avenue. QLH will prepare conceptual plans (+/- 30% Design Plans) and construction cost estimate for the proposed improvements along Roosevelt Avenue, incorporating complete streets concepts and improvements. QLH will submit the preliminary design to City Staff for review and comment. Upon receipt of comments, QLH will revise the preliminary design and submit such to City Council for consideration.

**Summary:** Quentin L. Hampton Associates Inc. has provided the City with excellent services of this nature in the past and staff anticipates that this project will be no exception

**Budget Impacts:** \$96,485 from the City's General Fund

**Attachments:** Quentin L. Hampton Associates Inc., Work Order #2014/2015-4

BRAD T. BLAIS, P.E.  
DAVID A. KING, P.E.  
ANDREW M. GIANNINI, P.E.  
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.  
**Consulting Engineers**  
P.O. DRAWER 290247  
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810  
FAX: (386) 761-3977  
EMAIL: qlha@qlha.com

January 27, 2015

Allen Potter  
Public Works Director  
530 Cinnamon Drive  
Satellite Beach, FL 32937

**Re: 2015 ROADWAY RESURFACING PROGRAM (INCLUDING ROOSEVELT AVENUE  
STREETScape)**

Dear Allen,

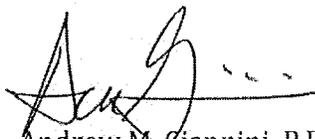
Quentin L. Hampton Associates Inc. (QLH) is pleased to provide this engineering services proposal for this project. The attached task order addresses the work activities we understand to be required. The task order includes survey and geotechnical evaluation, design, permitting, bidding and construction phase services.

The attached work order is in conformance with our professional services agreement. We look forward to the opportunity to serve the City of Satellite Beach. If you have any questions or comments, please contact our office.

Sincerely,  
QUENTIN L. HAMPTON ASSOCIATES, INC.



David A. King, P.E.  
Vice President



Andrew M. Giannini, P.E.  
Project Engineer

DAK/AMG:bf

Enclosures: Work Order

cc: Project File  
Billing File

**WORK ORDER NO. 2014/2015-4**

**TO AGREEMENT FOR ENGINEERING SERVICES  
QUENTIN L. HAMPTON ASSOCIATES, INC. (QLH) AND  
CITY OF SATELLITE BEACH, FLORIDA**

**PROJECT: 2015 Roadway Resurfacing Program (Including Roosevelt Avenue Streetscape)**

Execution of this Work Order by the City, shall serve as authorization for Engineer (QLH) to provide professional services for the above project.

**RESPONSIBILITY OF THE ENGINEER:**

Engineer shall provide said professional services pursuant to the Agreement.

**RESPONSIBILITY OF THE CITY:**

The City shall provide assistance as need for the review and approval of the designed improvements.

**SCOPE OF WORK:**

**Background:** The City desires to resurface existing asphalt roadways that have been identified in the City's improvement program. One of the roadways, Roosevelt Avenue has been identified for additional improvements including removal/replacement of the concrete base on a portion of the roadway and addition of complete streets improvements along the entire length. The City has requested design, permitting, construction phase and grant assistance from the Engineer.

The current construction cost estimate is \$685K for the road resurfacing and \$784K for the Roosevelt improvements (\$1.469M total).

**Basis of Design:** The basis of design will be the work shown on the attached concept plan.

**Survey:** QLH will utilize Layout Services, Inc. or other survey sub-consultant to collect survey data for the Roosevelt portion of the project. QLH will also perform a limited amount of Subsurface Utility Engineering (SUE) to augment the survey information with information collected from the utility companies. QLH will utilize existing City mapping and other available geographic data for use in the resurfacing portion of the project. QLH will utilize a geotechnical sub-consultant to perform pavement cores along Roosevelt and a select number of streets to evaluate the depths and types of existing base materials. The cost of this survey and geotechnical work is to be absorbed by QLH to offset the level of design work necessary for this type of project.

**Preliminary Design:** QLH will prepare conceptual plans (+/-30% design plans) and construction cost estimate for the proposed improvements along Roosevelt, incorporating

Complete Street concepts and improvements. QLH will submit the preliminary design to City staff for review and comment. Upon receipt of comments, QLH will revise the preliminary design and present such to City Council for consideration.

**Design:** Upon acceptance of the preliminary design, QLH will prepare and submit 60 percent and 90 percent plans and specifications for City review/comment. Upon receipt of comments from the City, QLH will proceed with the design. QLH will also provide estimates of construction costs with each submittal. Permit applications will be submitted at the 90 percent design stage. Final plans and specifications will be prepared upon receipt of permitting agency comments/RAI's.

**Permitting:** QLH will apply for FDOT permits for the Roosevelt connections to South Patrick and S.R. A1A.

**Bidding:** QLH shall assist the City in bidding the project with the completion of the following activities.

- Prepare bidding documents.
- Provide City with bid advertisement.
- Distribute electronic plans/specifications to interested bidders and plan rooms.
- Address bidder's questions.
- Preside over pre-bid conference.
- Issue addendums.
- Attend bid opening.
- Review submitted bids.
- Investigate experience of low bidder(s).
- Make recommendation of award to City.
- Attend City Council meeting for bid award

**Construction Contract Administration:** QLH shall provide the following services during the construction phase.

- Coordinate execution of contracts.
- Schedule and preside over preconstruction conference.
- Issue Notice to Proceed to Contractor.
- Review shop drawings/material submittals.
- Address Contractor/City questions.
- Twice per month site visits. (Additional visits requested by City to be billed at current hourly rates)
- Review of monthly Contractor pay requests.
- Review of Contractor as-built drawings.
- Review of change orders (Assume a total of two final change orders).
- Prepare final record drawings, utilizing Contractor as-builts and inspector sketches, etc.
- Determine substantial completion.
- Provide final inspection.
- Recommend final payment.

- Coordinate execution of final paperwork.
- Provide Certificate of Completion to permitting agencies.

**Exclusions:** The following services are specifically excluded and are not provided by QLH:

- Inspection (Other than listed above).
- FDOT LAP coordination.

**TIME FOR COMPLETION:**

The professional services authorized by this Work Order are scheduled for completion according to the following schedule commencing from the date of this Work Order.

Survey	45 days
Preliminary Design	15 days
Design	90 days
Permitting	45 days
Bidding	Per City schedule to allow award of bid on July 15, 2015
Construction Phase Services	Per City/Contractor Schedule
Grant Assistance	Per FDEP grant cycle

The above time frames do not include City review times.

**COMPENSATION:**

The fee for these services is estimated at ninety-six thousand four hundred eighty-five and 00/100 dollars (\$96,485) based on the following schedule:

Survey	Included
Geotechnical Evaluation	Included
Preliminary and Final Design (4.9% of \$1.469M)	\$71,981 Lump Sum
Construction Phase Assistance (1.6% of \$1.469M)	\$23,504 Lump Sum
Printing Allowance	\$1,000 allowance
<b>TOTAL</b>	<b>\$96,485</b>

Design and Construction Phase Assistance lump sums to be adjusted if needed based on bid and final construction cost, per contract.

If Florida Sales Tax becomes due on professional services, the City shall reimburse QLH for the additional sales tax cost.

**CITY OF SATELLITE BEACH, FLORIDA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Courtney Barker, City Manager

**QUENTIN L. HAMPTON ASSOCIATES, INC.**

Dated: 1/27/15

By:  \_\_\_\_\_  
David A. King, P.E.  
Vice President

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF QUENTIN L. HAMPTON ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

#12  
2-4-15

**AGENDA**  
**CITY COUNCIL**  
**PROPOSED WORKSHOP MEETING**

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

**FEBRUARY 10, 2015**  
**7:00 P.M.**

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

# **PROPOSED PUBLIC COMMUNITY MEETING**

**SATELLITE BEACH UNITED METHODIST CHURCH  
450 LEE AVENUE, SATELLITE BEACH, FLORIDA 32937**

**FEBRUARY 11, 2015  
7:00 P.M.**

**PRESENT CURRENT PROJECTS, CURRENT INFRASTRUCTURE  
NEEDS AND FUTURE PLANNING, AND GAIN INPUT FROM THE  
PELICAN COAST RESIDENTS, AND RESIDENTS FROM SCORPION  
COURT TO ROOSEVELT AVENUE**

***[ALL CITY COUNCIL MEMBERS WILL BE PRESENT AT THIS MEETING]***

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**

**FEBRUARY 18, 2015  
7:00 P.M.**

- 1. CALL TO ORDER BY MAYOR CATINO**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE LED BY MAYOR CATINO**
- 3. CITIZEN COMMENTS**
- 4. CITY COUNCIL COMMENTS**
- 5. CITY MANAGER REPORT**
- 6. RECOGNITION OF LONG-STANDING BUSINESSES IN THE CITY**
- 7. DISCUSS/TAKE ACTION ON ORDINANCE INCREASING UTILITY TAX**
- 8. DISCUSS/TAKE ACTION ON RESOLUTION DECLARING ITS OFFICIAL INTENT TO REIMBURSE ITSELF FOR CERTAIN CAPITAL EXPENDITURES BY INCURRING DEBT**
- 9. DISCUSS/TAKE ACTION ON RESOLUTION SUPPORTING OF BREVARD COUNTY MUCK REMOVAL EFFORTS**
- 10. DICUSS/TAKE ACTION ON REQUEST FOR PROPOSAL FOR MUNICIPAL COMMUNITY DEVELOPMENT SOFTWARE**
- 11. SUPPORT SERVICES DEPARTMENT QUARTERLY BUDGET REPORT FOR FY 14/15**
- 12. AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING**
- 13. 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.

# **PROPOSED PUBLIC COMMUNITY MEETING**

**OCEANSIDE COMMUNITY CHURCH  
305 CASSIA BOULEVARD, SATELLITE BEACH, FLORIDA 32937**

**FEBRUARY 26, 2015  
7:00 P.M.**

**PRESENT CURRENT PROJECTS, CURRENT INFRASTRUCTURE  
NEEDS AND FUTURE PLANNING, AND GAIN INPUT FROM THE  
RESIDENTS LOCATED BETWEEN ROOSEVELT AVENUE TO CASSIA  
BOULEVARD**

***[ALL CITY COUNCIL MEMBERS WILL BE PRESENT AT THIS MEETING]***

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

# #13

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### APPOINTMENT TO BOARDS

To: City Manager Courtney Barker

From: City Clerk Leonor Olexa

Meeting Date: 2/4/2015

Department: City Clerk's Office

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

**Summary:** CRAAC member Owen Callard (3/6/15) and Recreation Board member Colleen McNatt (2/16/15) will serve the remainder of their terms and have declined to serve another term. Council will need to determine appointments of board applicants. The following is a list of Board/Committee reappointments, appointments, and vacancies:

**Board and Committee Reappointments:**

- Michael Chase – CRAAC – Regular Member (03/06/18)
- Phillip Welsh – CRAAC – Regular Member (03/06/18)
- Sisi Packard – PZAB – Regular Member (03/21/18)
- Eugene Mathews – Samsons Island Park Committee – Regular Member (03/06/17)

**New Appointments:**

- Neal Johnson
- Douglas Glass

**Current Board/Committee Vacancies:**

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

**Budget Impacts:** N/A

**Attachments:** Attendance logs of the following Board/Committees:

- CRAAC
- PZAB
- Samsons Island Park Committee

### Community Redevelopment Agency Advisory Committee

Last Name	First Name	01/16/14	02/20/14	03/26/14	06/19/14	07/17/14	07/31/14	08/21/14	09/18/14	10/16/14	11/13/14	12/18/14	01/15/15
Schechter (Chair)	David	X	X	X	X		X	X		X	X		X
Omler (Vice-Chair)	David	X	X	X	X		X	X		X	X		X
Callard	Owen	X	X	X	X		X	X		A	X		X
Chase	Michael	X	X	X	X		X	A		X	X		X
Fleis	Jeffrey	A	X	X	X		X	X		X	X		X
Nealy	Tal	A	X	X	X		X	X		X	X		X
Paige	Linda	X	X	X	X		X	A		X	A		X
Walden	Alice	X	X	X	A		A	X		A	A		X
Welsh	Phillip	X	A	A	X		A	A		X	A		X
Carter (Alt)	Natalie				X		X	X		X	A		X
Kinberg (Alt)	Edward	X	A	X	X		A	A		X	A		X

<b>Attendance =</b>	8	9	9	10	0	8	7	0	9	6	0	11
<b># Members =</b>	11	11	10	11	0	11	11	0	11	11	0	11

**Gray = Cancelled**

<b>X = Present</b> <b>A = Absent</b> <b>* = No quorum</b>
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#14  
2-4-15

**CITY COUNCIL WORKSHOP MEETING  
UNAPPROVED MINUTES  
JANUARY 7, 2015**

Pursuant to Public Notice, Mayor Frank Catino convened a workshop meeting of the City Council on Wednesday, January 7, 2015, at 6:30 p.m., in the Council Chamber. Those present were Mayor Frank Catino, Councilman Mark Brimer, Councilwoman Lorraine Gott, Councilman Steve Osmer, City Manager Courtney Barker, and City Clerk Leonor Olexa. Vice-Mayor Dominick Montanaro was absent.

**(TIME: 6:30 P.M.) INTERVIEW BOARD APPLICANTS**

Council interviewed the following applicant:

- Richard Charbonneau

Mayor Catino stated Neal Johnson is unable to meet on the first Wednesday of each month due to work obligations. Council concurred to schedule him on a Wednesday that he is available to attend a board interview meeting. City Clerk Olexa will coordinate a meeting date and time (preferably January 14<sup>th</sup> prior to the Handbook workshop meeting).

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

Mayor Catino adjourned the meeting at 6:48 p.m.

Leonor Olexa, CMC  
City Clerk

**CITY COUNCIL REGULAR MEETING  
UNAPPROVED MINUTES  
JANUARY 7, 2015**

Pursuant to Public Notice, Mayor Frank Catino convened a regular meeting of the City Council on Wednesday, January 7, 2015, at 7:00 p.m., in the Council Chamber. Those present were Mayor Frank Catino, Councilman Mark Brimer, Councilwoman Lorraine Gott, Councilman Steve Osmer, City Attorney James Beadle, City Manager Courtney Barker, and City Clerk Leonor Olexa. Vice-Mayor Dominick Montanaro was absent.

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

**(TIME: 7:02) CITIZEN COMMENTS**

City resident Ron Jurgutis addressed sea oats.

**(TIME: 7:06) CITY COUNCIL COMMENTS**

Councilwoman Gott addressed Mr. Jurgutis's demand for sea oats and reported that the TPO and South Beaches Coalition meetings for January have been cancelled.

Councilman Osmer attended the Ocean-Reef-Beach Festival and thanked the Fire Department for their efforts in the Twilight Santa throughout our City.

Councilman Brimer stated he has received numerous compliments on the *Beachcaster* and thanked those involved in getting the City's important information out to our residents.

Mayor Catino stated the Ocean-Beach-Reef Festival was a great success and thanked those involved [Surfrider Foundation, Anglers for Conservation, Rodney Smith, and City staff/volunteers] in putting this event together.

**(TIME: 7:10) CITY MANAGER REPORT**

City Manager Barker reported on the upcoming January 14<sup>th</sup> workshop, January 28<sup>th</sup> Town Hall meeting at the Montecito Clubhouse, and a School Board meeting adjusted to January 15<sup>th</sup>; a thank-you letter (attached) from a resident for exceptional service from Lt. Darren Frost; Recreation Department earnings of \$4,875 for vendor rentals at the Farmer's Market; Fire Department earnings of \$6,075 for bon fire permits; City payment for use of a copyrighted image; and Brevard County sea oats sale (she addressed criteria for allocating CRA funds for Redevelopment District improvements rather than homeowners' properties). She also addressed ethics training requirements and recommended Council hire an attorney to conduct the training and possibly partner with other municipalities to help offset costs.

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

**ACTION:** Councilman Brimer MOVED, SECOND by Councilman Osmer, to hire an attorney to conduct the ethics training and explore involving other cities to help lower the costs and make the training more usable. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:17) RECOGNITION OF CITY PERSONNEL FOR LIFE-SAVING EVENT**

Fire Chief Hughes reported on a life-saving event involving the quick actions of a resident and Recreation Department, Police Department, and Fire Department staff. He commended Police Officer Matt Bennett for his quick response in administering the AED (automated external defibrillator), which helped save the resident's life. Police Chief Pearson thanked Officer Bennett and presented him with a life-saving pin. City Manager Barker stated AED training for City staff will be provided in the coming months. Citizens have provided funds that help to

purchase the AED machines. City Council thanked those involved in this event and expressed their appreciation for the services they provide to the community.

**(TIME: 7:25) DISCUSS/TAKE ACTION ON THE AMENDMENT TO THE CONTRACT BETWEEN THE CITY AND THE FRATERNAL ORDER OF POLICE**

City Manager Barker stated the City and the FOP have agreed to amend Articles I, XVI, and XXXII of the FOP contract. Council discussed and supported the contract amendments.

(Time: 7:26) The following Satellite Beach resident addressed Council: Gabe Feindt. The following non-resident addressed Council: Richard Charbonneau.

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Brimer, to approve the amendments to the FY 13/14 FOP Union Contract. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:32) DISCUSS/TAKE ACTION ON REQUEST FOR PROPOSAL FOR INVITATION TO BID FOR TENNIS COURT RESURFACING**

Recreation Director Kerry Stoms stated two bids were received for the tennis court resurfacing project. She recommended the Nidy Company, since the McLean Tennis, Inc. bid was disqualified for incorrect bid information.

(Time: 7:35) The following non-resident addressed Council: Richard Charbonneau. City Manager addressed the bid process.

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Brimer, to award the bid to Nidy Company to resurface eight tennis courts at DeSoto Tennis Courts, in the amount of \$33,248. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:38) DISCUSS/TAKE ACTION ON EXTENSION OF THE SATELLITE BEACH SOCCER CLUB DONATION AGREEMENT**

Recreation Director Kerry Stoms addressed the need to extend the agreement between the Soccer Club and the City because additional time is needed to determine the outcome of the FRDAP and US Soccer Foundation grants.

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

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Osmer, to approve the amended Conditional Gift Agreement between the City and the Satellite Beach Soccer Club. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:41) DISCUSS/PROVIDE DIRECTION TO STAFF ON SIGN MORATORIUM**

City Manager Barker stated she received comments regarding the sign moratorium and asked for a six-month extension to allow staff to address all of the concerns.

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

**ACTION:** Councilman Brimer MOVED, SECOND by Councilman Osmer, to extend the sign moratorium for six months per direction of the City Manager. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:42) DISCUSS/TAKE ACTION ON COUNCIL GOAL SETTING FOR 2015**

City Manager Barker addressed the goals submitted by Council and stated Councilwoman Gott compiled the list for Council's review. Councilwoman Gott stated that most of the 2013 and

2014 goals have been accomplished; goals that were not achieved have been incorporated into the 2015 goals. Council stressed the importance of infrastructure, communication with City residents, and the need to work on stormwater improvements.

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

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Brimer, to adopt the proposed City Council Goals for 2015. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:49) DISCUSS/TAKE ACTION ON A REQUEST TO AMEND COUNCIL POLICIES AND PROCEDURES PRESENTED BY COUNCILMAN OSMER**

Councilman Osmer recommended allowing business casual attire year-round, with more formal business attire to be worn when events warrant it. Council discussed the history of the dress code, projecting professionalism when representing the City, and allowing the Mayor to designate more formal business attire when appropriate for upcoming meetings.

**(Time: 8:00)** The following City residents addressed Council: Joanne Regan and Gabe Feindt.

**ACTION:** Councilman Brimer MOVED, SECOND by Councilman Osmer, to amend Council Policies and Procedures to provide that business casual attire shall be deemed appropriate for Council meetings year round, unless otherwise determined by the Mayor. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 8:01) AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING**

Mayor Catino stated that coat and tie will be needed for Council photos on January 14<sup>th</sup> prior to the workshop meeting. Council discussed agenda items for the next regular Council meeting. Mayor Catino asked for citizen comments; there were no comments.

**(TIME: 8:03) APPOINTMENT TO BOARDS**

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

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Brimer, to reappoint regular member **Lucia Watson** to the Library Board, term ending February 7, 2017; and alternate member **James Straayer** to the Recreation Board, term ending February 6, 2017. VOTE: ALL YES. MOTION CARRIED.

Mayor Catino called for new member appointments. No motion was made to appoint Richard Charbonneau to a board.

**(TIME: 8:04) ADOPTION OF MINUTES: DECEMBER 3, 2014, WORKSHOP MEETING AND DECEMBER 3, 2014, REGULAR MEETING**

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

Mayor Catino adjourned the meeting at 8:05 p.m.

**CITY COUNCIL WORKSHOP MEETING  
UNAPPROVED MINUTES  
JANUARY 14, 2015**

Pursuant to Public Notice, Mayor Frank Catino convened a workshop meeting of the City Council on Wednesday, January 14, 2015, at 6:50 p.m., in the Council Chamber. Those present were Mayor Frank Catino, Vice-Mayor Dominick Montanaro, Councilman Mark Brimer, Councilwoman Gott, Councilman Steve Osmer, City Manager Courtney Barker, and City Clerk Leonor Olexa.

**(TIME: 6:50 P.M.) INTERVIEW BOARD APPLICANT**

Council interviewed the following applicant:

- Neal Johnson

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

Mayor Catino adjourned the meeting at 6:57 p.m.

Leonor Olexa, CMC  
City Clerk

**January '15**

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31						

City of Satellite Beach

# February 2015

**March '15**

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>1</b>	<b>2</b> CANCELLED BOA	<b>3</b>	<b>4</b> 6:00 p.m. CRA Board 6:50 p.m. CC Wrkshp 7:00 p.m. City Council	<b>5</b>	<b>6</b> 9:00 a.m. Beautification Board	<b>7</b>
<b>8</b>	<b>9</b>	<b>10</b> 6:15 p.m. Recreation Board Civic Center 7:00 p.m. CC Handbook Mtg.	<b>11</b> 7:00 p.m. City Council Town Hall Mtg. SBUMC	<b>12</b>	<b>13</b>	<b>14</b>
<b>15</b>	<b>16</b> 7:00 p.m. PZAB	<b>17</b> 6:00 p.m. Samsons Island	<b>18</b> 7:00 p.m. City Council	<b>19</b> 7:00 p.m. CRAAC	<b>20</b>	<b>21</b>
<b>22</b>	<b>23</b> 7:00 p.m. CPAB	<b>24</b> 7:00 p.m. CEB	<b>25</b>	<b>26</b> 2:00 p.m. Retirement Boards 7:00 p.m. City Council Town Hall Mtg. Oceanside Church	<b>27</b>	<b>28</b>

February '15

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City of Satellite Beach

# March 2015

April '15

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>1</b>	<b>2</b> 7:00 p.m. BOA	<b>3</b>	<b>4</b> 6:00 p.m. CRA Board 7:00 p.m. City Council	<b>5</b>	<b>6</b> 9:00 a.m. Beautification Board	<b>7</b>
<b>8</b> Daylight Saving	<b>9</b>	<b>10</b> 6:00 p.m. Lib.Brd. 6:15 p.m. Rec. Brd. 7:00 p.m. Tentative City Council Town Hall Mtg. Our Father's House	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>
<b>15</b>	<b>16</b> 7:00 p.m. PZAB	<b>17</b> 6:00 p.m. Samsons Island	<b>18</b> 7:00 p.m. City Council	<b>19</b> 7:00 p.m. CRAAC	<b>20</b>	<b>21</b>
<b>22</b>	<b>23</b> 7:00 p.m. CPAB	<b>24</b> 7:00 p.m. CEB	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>
<b>29</b>	<b>30</b> 7:00 p.m. Tentative City Council Town Hall Mtg. S.B. Library	<b>31</b>				