

# CITY OF SATELLITE BEACH

CITY COUNCIL  
JUNE 15, 2016

REGULAR MEETING  
7:00 P.M.



**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 REGULAR MEETING**

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

**JUNE 15, 2016  
7:00 P.M.**

1. **CALL TO ORDER BY MAYOR CATINO**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE LED BY VICE-MAYOR BRIMER**
3. **CITIZEN COMMENTS**
4. **CITY COUNCIL COMMENTS**
5. **CITY MANAGER REPORT**
6. **DISCUSS/TAKE ACTION ON AN AGREEMENT BETWEEN THE CITY OF SATELLITE BEACH AND MARK QUAVILLON FOR SKATEPARK MARKETING SERVICES (RFQ NO. 14/15-12)**
7. **DISCUSS/TAKE ACTION ON ORDINANCE NO. 1119, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SECTIONS 30-416(b) AND 30-416(d), SATELLITE BEACH CITY CODE, TO CHANGE SELF-STORAGE FACILITIES FROM PROHIBITED USES TO ALLOWED USES, WITH RESTRICTIONS, IN THE CITY'S "C-COMMERCIAL" ZONING DISTRICT; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE (FIRST READING)**

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.

- 8. DISCUSS/TAKE ACTION ON THE JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SATELLITE BEACH FOR THE INSTALLATION OF PEDESTRIAN LIGHTING ALONG STATE ROAD A1A**
- 9. DISCUSS/TAKE ACTION ON A DRUG-FREE WORKPLACE POLICY**
- 10. AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING**
- 11. ADOPTION OF MINUTES: MAY 18, 2016, REGULAR MEETING  
JUNE 1, 2016, WORKSHOP MEETING  
JUNE 1, 2016, REGULAR MEETING**



# City Manager's Report

To: Mayor and City Council Members  
From: City Manager Courtney Barker, AICP  
Meeting Date: 6/15/2016

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On **June 24, 2016**, the Satellite Beach Youth Musical Theatre group will perform their production of **"Seussical the Musical Jr"** at **7pm** in the **David R. Schechter Community Center Gym**. The show is free, but donations will be accepted.

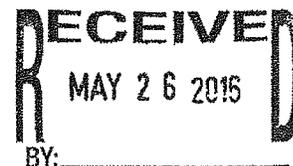
## Informational Items:

1. The Public Service Commission (PSC) will be holding a "Service Hearing" on Thursday, June 16, 2016 regarding the 24% rate increase requested by Florida Power and Light. Comments on the rate increase will be heard by the PSC at this meeting. You may also submit comments by mail: Florida Public Service Commission, 2240 Shumard Oak Boulevard, Tallahassee, Florida 32399; or by email: [contact@psc.state.fl.us](mailto:contact@psc.state.fl.us).
2. The Florida League of Cities is requesting our elected officials to begin signing up for Policy Committees. The FLC has an online form to sign up for these committees. Please contact staff to sign up. The Policy Committees are as follows:
  - a. Energy, Environmental, and Natural Resources
  - b. Finance, Taxation, and Personnel
  - c. Growth Management and Economic Affairs
  - d. Transportation and Intergovernmental Relations
  - e. Urban Administration
3. I have received a thank you note complimenting Sergeant Anderson.
4. I have received a note complimenting our Fire Department and services provided to our residents.
5. I would like to remind City Council to make sure to turn in your completed Statement of Financial Interest forms by July 1<sup>st</sup>.
6. The City would like to extend our heartfelt "thanks" to Mr. Carlo Arbore for donating \$100,000 to the Fire Department and \$100,000 to the Police Department!

## Action Items:

1. None at this time.

May 21, 2016



Dear Chief Pearson,

My husband and I moved from Indiana four days ago. While taking a break from moving issues I look out the window and see an officer trying to save a pelican who obviously was in a great deal of distress. The bird was unable to move at the edge of the water and the Officer got his shoes and bottom of his pants wet trying to get the bird. He was successful and was able to free the bird from a great amount of fishing line. I thought to myself here is a person who not only serves and protects his community but also cares deeply about the others we share the beach with, who sometimes are unable to help themselves because of the careless actions of others.

I am recovering from a broken foot but I wanted to thank this officer for what he did. I hobbled down to the parking lot and was able to talk with the Officer and thanked him for his actions. The officer was **Eric Anderson**. I truly hope in some way you will be able to recognize him for his actions. I can't tell you how impressed I was with talking with him and how modest he was about what he did.

We lived on a lake for many years in Indy and also on the beach in CA, and having something like this happen was unheard of. DNR would have never shown up in time to help and having an office come out was next to impossible.

What a great community we have moved to. WOW!!

Kudos to Officer Anderson.

Sincerely,

  
Linda and Jim Ghere

LaColonnade, 1303 Highway A1A, unit 202

805-407-4934

## **Leonor Olexa**

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**From:** Bud Meyer <meyerbb@cfl.rr.com>  
**Sent:** Tuesday, June 07, 2016 8:21 AM  
**To:** Don Hughes  
**Cc:** Courtney Barker; Leonor Olexa  
**Subject:** Thank you  
**Attachments:** A - Bud & Billie 1945.jpg; Bud & Billie Meyer - July 5, 2015.jpg

Dear Chief Hughes,

On behalf of my wife, Marie "Billie" Meyer (of 70 years), I wish to thank you and the members of your fine staff, for visiting, recently and leaving a " beautiful card " for "Billie" and a folder, containing information about the Satellite Beach Fire Department Paramedic Services. We feel "truly blessed" to have lived in Satellite Beach, for over 41 years; a City that provides such " outstanding services" to its residents. Satellite Beach is " Brevard County's finest City" !

Would you please pass on to all your " fine, dedicated people" our sincere thanks and appreciation for their "jobs well done" !

God bless.

Bud Meyer  
WW II & Korean War Army vet.  
405 DeSoto Pkwy



## CITY COUNCIL AGENDA ITEM

# #6

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### DISCUSS/TAKE ACTION ON AN AGREEMENT BETWEEN THE CITY OF SATELLITE BEACH AND MARK QUAVILLON FOR SKATEPARK MARKETING SERVICES (RFQ NO. 14/15-12)

To: City Manager Courtney Barker  
From: Assistant City Manager Suzanne Sherman  
Meeting Date: 6/15/2016  
Department: Support Services

**Recommended Action:** Authorize the City Manager to sign the Contract with Mark Quavillon for Skatepark marketing services.

**Summary:** In September 2015 the City released Request for Qualifications (RFQ) No. 14/15-12 for management and operation of the City's Skatepark. At their October 21, 2015 meeting, City Council awarded this project to Mark Quavillon, and authorized staff to negotiate an agreement with this vendor. This agreement was temporarily put on hold as the City also began working on a budgeted Skatepark improvements project.

A Request for Proposal (RFP) No. 15/16-04 was issued in February 2016, and City Council, at their May 18, 2016 meeting, approved award of the Skatepark improvements to Team Pain. As an outcome of the public discussion and upcoming renovation work, City staff is recommending an agreement with Mark Quavillon for marketing services only, which was one of the components of the scope of work for RFQ No. 14/15-12. The City will continue to manage and operate the Skatepark in-house during the renovation process, and Mark Quavillon will provide marketing services to generate and maintain interest in the Skatepark, including using a website and social media to allow the public to follow the progress of the renovations.

These marketing services will also include the development of a brand, including a name, logo, and tagline for the Skatepark, as well as developing and managing events to promote the Skatepark. After Skatepark improvements are completed, the Contract will be renegotiated and brought back to City Council for discussion.

**Budget Impacts:** The City will pay the Contractor a one-time lump sum of \$600 for the initial development of the website, social media sites, and branding services, plus a monthly services fee of \$450. The total cost of the first six months of this contract will be \$3,150. Funding is available in the General Fund.

**Attachments:**

- Skatepark Marketing Contract

## SKATEPARK MARKETING CONTRACT

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Satellite Beach, Florida (hereinafter referred to as “the City”), and Mark Quavillon (hereinafter referred to as “the Contractor”).

NOW THEREFORE, in consideration of the mutual covenants, conditions and obligations contained herein, the City and the Contractor agree as follows:

### ARTICLE 1 – TERM AND TERMINATION

**1.1 Term.** The term of this Contract shall be one year from the date the latter party executes this Contract. This Contract may be renewed for no more than two additional one-year terms.

**1.2 Termination.**

(a) This Contract may be terminated by either party, for any or no reason, upon providing no less than forty-five (45) days prior written notice. Written notice shall be provided as described in Article 9 of this Contract.

(b) If Contractor fails to perform any of its obligations under this Contract, the City may terminate this Contract by giving Contractor fifteen (15) days prior written notice of such failure(s); provided, however, that if Contractor cures such default within such fifteen (15) day period, the notice of termination will be deemed cancelled and this Contract will continue in full force and effect.

(c) If the City fails to perform any of its obligations under this Contract, Contractor may terminate this Contract by giving the City fifteen (15) days prior written notice of such failure(s); provided, however, if the City cures such default within such fifteen (15) day period, the notice of termination will be deemed cancelled and this Contract will continue in full force and effect.

### ARTICLE 2 – SCOPE OF WORK

**2.1 Marketing Services.** The Contractor shall provide marketing services for the Satellite Beach Skatepark to include development and maintenance of a website and social media tools, branding, and promotion and management of events. As the City is initiating a Skatepark renovation project in the last half of 2016, the City and Contractor agree that this Contract will be reviewed and renegotiated as needed based upon the outcome of the renovation project. Marketing services shall also include updates on the progress of this renovation. The deliverables in this Contract shall include:

1. Contractor will assist the City by developing a proposal for branding the Skatepark. Contractor will submit at least two proposals to the City Manager on or before July 29, 2016, to include a name, logo, and tagline. Following the City Manager’s approval, the brand shall be used on the website and social media sites.

2. Contractor will design, create, furnish content and manage a website for the Skatepark, which website shall be owned by the City. The new website will be built out and operational on or before August 31, 2016. Following the City Manager's review and approval of the website, Contractor will be authorized to publish the website. Additional details are included in Exhibit A.
3. Contractor will use social media to promote the Skatepark, including but not limited to: Facebook, Instagram, Twitter, Snapchat, and Youtube, as well as skate-related social media sites, blogs and apps. All social media sites will be established and operational on or before July 29, 2016 and will be owned by the City. Following the City Manager's review and approval of the social media website(s), Contractor will be authorized to publish the sites. Updated information will be posted on Facebook and Instagram at least twice weekly. Postings to the other social media sites will occur at least twice per month. Additional details are included in Exhibit A.
4. Contractor will develop and run events to promote use of the Skatepark. At least one event will be held bi-monthly. All events will be subject to prior approval by the City Manager or designee. The City agrees to modify this requirement subject to the Skatepark renovation schedule. Additional details are included in Exhibit A.
5. Contractor will provide the City with full log-on access to the website and all social media sites established by the Contractor in performance of this Contract.

**2.2 Reporting.** Contractor shall submit to the City Manager or designee a monthly report of all services provided in accordance with 2.1, which shall be provided via email no later than the 15<sup>th</sup> day of the following month.

**2.3 Ownership.** As used in this Agreement, "Proprietary Materials" means any domain names which Contractor registers for the City, and any and all web pages which Contractor designs for the City, and any and all other elements of the web site designed written, created and/or prepared by Contractor, including without limitation all graphics, name, logo, tagline, design and layout elements, programming and all other code, and other material in any way used in the web site or its constituent web pages. The City is and shall be the exclusive owner of the copyright of, and all other right, title and interest in and to the Proprietary Materials, for all purposes and in all media now known or hereafter devised, throughout the universe in perpetuity. To the extent, if any, that ownership of the Proprietary Materials does not automatically vest in the City by virtue of this agreement, Contractor grants, transfers and assigns to the City all right, title and interest of every kind and character in and to the Proprietary Materials, throughout the universe in perpetuity. Contractor waives so called "moral" rights and similar rights and rental and lending rights (including any rights to equitable remuneration), satellite rights and neighboring rights with respect to the Proprietary Materials. Contractor shall not, and Contractor has no right to, transfer or license any Proprietary Materials to, or authorize the publication or use of any Proprietary Materials by, or develop any content similar in form and substance to the Proprietary Materials for,

any person or entity, without prior written approval of the City Manager.

### ARTICLE 3 – AMOUNT OF CONTRACT

The City shall pay the Contractor the not-to-exceed price of **\$450 per month**. The Contractor shall submit monthly invoices to the City.

Additionally, the City shall pay the Contractor a one-time lump sum of **\$600** by August 31, 2016 for the initial development of the website, social media sites, and branding proposals.

### ARTICLE 4 – PROGRESS PAYMENTS

The City will process payments in accordance with Florida Statutes §218.70, Local Government Prompt Payment Act.

### ARTICLE 5 – INSURANCE

**5. Insurance.** Commencing on the Effective Date of this Contract, and continuing for the duration of same, Contractor shall obtain and maintain insurance in accordance with this Paragraph at its sole cost and expense. Contractor shall not commence work under this Contract until Contractor has obtained all insurance required by this Contract, as set forth below, and such insurance coverage has been approved by the City Manager. Contractor shall not allow any subcontractor or sub-subcontractor to commence work until similar insurance of the subcontractor or sub-subcontractor has been obtained and approved in writing by the City Manager. All such policies shall be issued by companies of recognized responsibility licensed by the State of Florida Insurance commissioner, or to do insurance business for the type of policy issued pursuant to this Contract in Florida, and rated by Best's Insurance Reports or Best's Key Rating Guide or any successor publication of comparable standing as determined by the City and carrying a rating of A+ or better with a financial quality of at least VII or better or the then equivalent of such rating. Insurance required by this Contract shall be continuously maintained by the Contractor and all subcontractors and sub-subcontractors, if any, with current copies of all policies and active and effective copies of all declaration pages being maintained in the offices of the City of Satellite Beach.

**5.1 Workers' Compensation Insurance.** Workers' Compensation Insurance shall be obtained and maintained by Contractor for all of its employees, who are employed in connection with the subject of this Contract, and in case any work is subcontracted or sub-subcontracted, Contractor shall require each subcontractor to similarly provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the Contractor's Workers' Compensation Insurance (proof of such coverage by Contractor shall be provided to the City Manager prior to any subcontractor performing any work under this Contract).

**5.2. Commercial General Liability Insurance.** Contractor shall obtain and maintain Commercial General Liability Insurance, which shall include, at a minimum, coverage for all

operations, independent contractors, products-completed operations, contractual, broad form property damage, and personal injury insuring the Contractor and any other interests, including but not limited to any associated or subsidiary companies involved in any matters covered by this Contract.

**5.3 Motor Vehicle Insurance.** Contractor shall obtain and maintain a separate **Automobile Liability Insurance policy**, if coverage is not otherwise affirmatively provided by any other insurance required by this Section, to protect Contractor and any subcontractors for claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Contractor, or any subcontractor, in any way connected with any matters covered by this Contract. The insurance shall include coverage for owned, leased, hired, and non-owned vehicles.

**5.4 Subrogation; City as Additional Insured; Occurrence Made.** Unless specifically waived hereafter in writing by the City Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing insurance coverage required by this Contract.

**ALL POLICIES, EXCEPT WORKERS' COMPENSATION POLICIES, SHALL NAME THE CITY AS AN ADDITIONAL INSURED, PROVIDE CONTRACTUAL LIABILITY COVERING THE LIABILITIES ASSUMED IN THIS CONTRACT, AND SHALL NOT EXCLUDE ANY ACTIVITY THAT WOULD NORMALLY BE ASSOCIATED WITH A PERSON IN CONTRACTOR'S POSITION IN PERFORMING ITS DUTIES AND OBLIGATIONS UNDER THIS CONTRACT. FURTHER, THE LIMIT OF LIABILITY FOR EACH SUCH POLICY SHALL BE A COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE OF NO LESS THAN \$1,000,000. IF INSURANCE IS PROVIDED WITH A GENERAL AGGREGATE, THEN THE AGGREGATE SHALL BE IN AN AMOUNT OF NO LESS THAN \$1,000,000.**

**5.5 Proof of Insurance; Riders.** Surflin shall furnish the City Manager, prior to the Effective Date of this License Agreement, satisfactory proof of coverage of each type of insurance coverage required by this Paragraph by providing a certified copy(ies) of each insurance policy accompanied by a completed and effective declaration page with an insurance company satisfactory and acceptable to the City. Certificates of insurance are not acceptable proof of insurance coverage. Insurance required by this License Agreement shall be continuously maintained by Surflin, and any and all subcontractors, if any, with current copies of all policies and active and effective copies of all declaration pages being maintained in the offices of the City. All policies shall provide that any policy shall not be subject to cancellation, nonrenewal or material change, except upon at least sixty (60) days prior written notice being received by the City. To be acceptable to the City, each insurance certificate or policy shall contain a clause substantially as follows:

“This policy cannot be canceled, not renewed or materially changed by the insurer without providing the City of Satellite Beach, Florida at least sixty (60) days prior written notice of such intended cancellation, nonrenewal or material modification by certified U.S. mail,

postage prepaid, return receipt requested, at 565 Cassia Boulevard, Satellite Beach, Florida, or such other address the City may provide.”

## **ARTICLE 6 – INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, volunteers and independent contractors, both in their official and individual/personal capacities, and their respective sureties, insurers, successors, assigns and legal representatives, from and against any and all claims, actions, liabilities, causes of action, demands, penalties, fines, fees, judgments, damages, losses, and expenses, including any regulatory actions (whether or not a lawsuit or administrative proceeding is filed), including but not limited to costs, expenses, attorneys’ and paralegals’ fees, expert witness fees, and any other court, regulatory and witness fees (whether in litigation, regulatory proceeding or appeal or as a part of settlement negotiations), arising out of, in connection with or resulting from any actions by the Contractor regarding its performance or lack of performance of the work and its duties and obligations under this Contract; provided that the claim, action, liability, cause of action, demand, penalty, fine, fee, judgment, damage, loss and expense is caused in whole or in part by any negligent act or omission or intentional act or omission of the Contractor or anyone directly or indirectly employed or contracted by Contractor or anyone for whose acts it may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The Contractor shall not have to indemnify and hold harmless the City if such claim, damage, loss and expense is the result of the sole negligence or an act of intentional misconduct of the City or of anyone employed by the City.

The City reserves the right to select its own attorneys and paralegals to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under this indemnification agreement, the cost and fees or which shall be timely and promptly paid for by the Contractor. Nothing contained herein is intended to nor shall it be construed to waive City’s rights and immunities under the common law, the U.S. or Florida Constitution, or Section 768.28 Florida Statutes, as amended from time to time. The Contractor agrees that this contract, or agreement relating to the collection of Refuse or Construction and Demolition Debris shall not be construed to be an agreement subject to Section 725.06 or 725.08, Florida Statutes, and the Contractor hereby waives any such claim in the event of an action to enforce this contract agreement and this section hereof.

This section shall be in addition to and separate from any insurance provided for by or pursuant to this contract. This section relating to indemnification shall survive the termination of this contract agreement.

## **ARTICLE 7 – COMPLIANCE WITH PUBLIC RECORDS LAW**

All documents generated or received by Contractor pursuant to the terms of this contract shall be non-proprietary to Contractor, and shall be subject to the Public Records Law of the State of

Florida. For purposes of this agreement, “documents” shall have the same meaning as the term “public records” contained in §119.011(12), Florida Statutes.

Contractor shall comply with Florida public records laws, which shall include, but not be limited to:

Keeping and maintaining public records that ordinarily and necessarily would be required by a public agency in order to perform the service.

Providing the public with access to public records on the same terms and conditions that a public agency would provide the records, and at a cost that does not exceed the cost provided in ch. 119, Florida Statutes, or as otherwise provided by law.

Ensuring those records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. The Contractor agrees to meet the requirements imposed by law for retaining public records and transfer, at no cost, to the City of Satellite Beach all public records, including originals and all duplicates, in possession of the Contractor upon termination of the Contract. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. The City will consider it a breach of this Contract should the Contractor fail to comply with any public records requirements.

#### **ARTICLE 8 – ASSIGNMENT**

Neither this Contract, nor any portion thereof or the duties set forth herein, shall be transferred, assigned or subcontracted by Contractor under any circumstances.

#### **ARTICLE 9 – NOTICES**

Any notice or other communication required or permitted under this Contract (collectively a "notice") shall be (a) in writing; and (b) addressed by the sender to the other party at address or number and in the manner set forth below:

If to the City at:	City Manager City of Satellite Beach 565 Cassia Boulevard Satellite Beach, FL 32937
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If to Contractor at: 214 SE First St.	Mark Quavillon  Satellite Beach, FL 32937
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Each notice shall be deemed delivered on the earlier of: (i) its actual receipt, if delivered

personally, (ii) on the day the notice is postmarked for mailing by first-class, postage prepaid, certified, United States mail, with return receipt requested (whether or not the return receipt is subsequently received by the sender), (iii) on the day the notice is dispatched by a nationally recognized overnight delivery service/courier (*i.e.*, Federal Express, United States Postal Service, United Parcel Service, etc.). Notices may also be sent electronically via email as determined by the City Manager; however, this will not constitute formal notice.

## ARTICLE 10 - MISCELLANEOUS

**A. SEVERABILITY.** If any article, section, provision, sentence, phrase, or word of this Contract, or of any amendments thereto, should be held invalid, unenforceable, unconstitutional, by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract, and of any amendments thereto, or the application of such article or section to persons and circumstances other than those to which it has been held invalid, unenforceable, unconstitutional, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**B. GOVERNING LAW; VENUE.** The laws of the State of Florida shall govern this Contract, and venue for any litigation arising out of the Contract shall be in Brevard County, Florida, or in the U.S. District Court for the Middle District of Florida, Orlando Division.

**C. ATTORNEY'S FEES AND COSTS.** In the event of any litigation arising out of or interpreting the terms and conditions of this Contract, the prevailing party shall be entitled to recover attorneys' and paralegal fees and costs, including any such fees and costs incurred in any appeal.

**D. SAVINGS CLAUSE.** The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**E. TIME OF ESSENCE.** Time is of the essence regarding the performance of all of Contractor's duties and obligations under this Contract.

**F. CONTRACTOR AS INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that the Contractor is, in all respects, an Independent Contractor regarding the services and work to be performed by it pursuant to this Contract, and that the Contractor is in no respect an agent, servant, or employee of the City. Contractor acknowledges this status notwithstanding it must, in certain limited circumstances provided by this Contract, follow the direction of designated City officials. The Contract specifies the services and work that are to be performed by the Contractor, but the method to be employed in accomplishing this service and work shall be the responsibility of the Contractor, unless otherwise provided in the Contract.

**G. FORCE MAJEURE.** The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or

prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or other causes beyond the reasonable control of such party. However, the City shall have the right to substitute service from third party contractors of City forces, and in such event, the City shall withhold payment(s) due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days, the City may, at its sole option and discretion, cancel or renegotiate this Contract.

**H. TAXES.** The Contractor shall pay all federal, state and local taxes, including, but not limited to, sales tax, social security, worker's compensation, unemployment insurance, and other required taxes, charges and fees which may be charged or assessed against labor, material, equipment, real estate and any other matters/items necessary to and in the performance of this Contract.

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate original this \_\_\_\_ day of \_\_\_\_\_, 2016, effective the \_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESSES:

THE CITY OF SATELLITE BEACH

\_\_\_\_\_  
\_\_\_\_\_

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

Attest: \_\_\_\_\_  
LEONOR OLEXA, City Clerk

WITNESSES:

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared \_\_\_\_\_, well known to me to be \_\_\_\_\_ of \_\_\_\_\_ and that he/she executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

\_\_\_\_\_  
Notary Public

## Exhibit A

### Satellite Beach Skatepark Marketing Proposal from Mark Quavillon

#### Website

\$600 one time fee

- Includes all cost associated with construction of the website including domain name, hosting, and additional packages to display HD videos and social media.
- Includes all photos and video shot and edited
- Interactive interface
- 50+ hours to complete beginning to end (less than \$12/hr)

#### Monthly brand management

\$450 per month

- At the minimum will take 1.5+ hours per day 7 days a week. 45 hours per month
- Logo creation
- Includes all social media outlets
- Posted at strategic hours everyday
- Includes all photo and video shot and edited
- Website updates and management
- Physical marketing; signs, stickers, magazine ads, flyers, etc
- Documentation of skatepark remodel
- Development of brand identity; shirts and hats and photoshoots
- Plan and execute skatepark events; contests, games, video nights
- Create community connections. Important to get future sponsors for events
- Local spotlights and skater of the month



## CITY COUNCIL AGENDA ITEM

# #7

**DISCUSS/TAKE ACTION ON ORDINANCE NO. 1119, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SECTIONS 30-416(b) AND 30-416(d), SATELLITE BEACH CITY CODE, TO CHANGE SELF-STORAGE FACILITIES FROM PROHIBITED USES TO ALLOWED USES, WITH RESTRICTIONS, IN THE CITY'S "C-COMMERCIAL" ZONING DISTRICT; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE (FIRST READING)**

To: City Manager Courtney Barker  
From: Building Official John Stone  
Meeting Date: 6/15/2016  
Department: Building & Zoning

**Recommended Action:** Approve Ordinance No. 1119 on first reading.

**Summary:** The code change applicant owns and operates Atlantic Plaza Mini Storage, LLC located at 249 and 250 Scorpion Court. Self storage facilities are currently prohibited by city code 30-416(d)(8). Subsequently, the current operation would be defined as a non-conforming use and would not be allowed to expand, and improvements are limited to maintaining the existing use only.

The intent of the requested code change is to allow the relocation of the administrative/customer service component of their operations and adding additional storage facilities. By purchasing and aggregating the vacant bank building located at 100 Scorpion Court the applicant would then be allowed to make capital improvements to the property as well as expand services offered to the community. It should be noted that the subject property is located within the CRA and when developed would be required to meet the architectural design guidelines established for the CRA.

City Planner Jim LaRue of LaRue Planning and Management has reviewed the Comprehensive Plan and finds no conflicts with the requested code change. The Comprehensive Planning Advisory Board recommended approving the code change request at their April 25, 2016 meeting. The Planning and Zoning Advisory Board recommended approving the request at their May 16, 2016 meeting.

The applicant is requesting the following code change: to remove from City Code Section 30-416(d)(8) Prohibited Uses – Self Storage Facilities and add to City Code Section 30-416(b)(12) Permitted Uses – Self Storage facilities, excluding properties less than 1.5 acres in size (not permitted for properties fronting SR A1A or South Patrick Drive).

As a matter of housekeeping, City Code Section 30-416(d)(10) has been renumbered and edited to reflect the statutory changes whereby F.S. 849.16 has been replaced with F.S. 546.10.

**Budget Impacts:** None.

**Attachments:**

- Ordinance No. 1119
- PZAB 05/16/16 minutes

# 7  
6-15-16

**ORDINANCE NO. 1119**

**AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SECTIONS 30-416(b) AND 30-416(d), SATELLITE BEACH CITY CODE, TO CHANGE SELF-STORAGE FACILITIES FROM PROHIBITED USES TO ALLOWED USES, WITH RESTRICTIONS, IN THE CITY'S "C-COMMERCIAL" ZONING DISTRICT; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE (FIRST READING)**

**WHEREAS**, the owner of an existing self-storage facility within the City filed an application to amend the City Code to allow such facilities in the City's commercial zoning district so the owner can expand the existing self-storage facility; and

**WHEREAS**, this application was reviewed by the City's Comprehensive Planning Advisory Board and the Planning and Zoning Advisory Board, each of which determined after public hearings there was no inconsistency with the City's Comprehensive Plan and no conflicts with the City's land development regulations; and

**WHEREAS**, all commercial properties in the City are located within the City's Community Redevelopment District ("District"), which will require any self-storage facilities to comply with all District design standards; and

**WHEREAS**, the City Council, following all public hearings required by law preliminary to the adoption of this ordinance, has determined that such amendment is consistent with the City's development and its Comprehensive Plan and land development regulations, and otherwise promotes the general health, safety, and welfare of the public.

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

**SECTION 1.** Section 30-416(b) and 30-416(d), Satellite Beach Code of Ordinances, are amended to read as follows:

**Sec. 30-416. C, commercial district.**

\* \* \* \* \*

(b) *Permitted uses.* Permitted uses are as follows:

\* \* \* \* \*

(12) Self-storage facilities only on lots that do not front State Road A1A or South Patrick Drive and are 1.5 acres or greater in size. For purposes of this provision, lot size(s) cannot be rounded up to meet the 1.5-acre requirement.

\* \* \* \* \*

(d) *Prohibited uses.* The following uses are prohibited:

\* \* \* \* \*

~~(8) Self-storage facilities.~~

~~(9 8) Contractor storage yards.~~

~~(10 9) Any use operating, using, conducting, utilizing, carrying on or incorporating, or seeking to operate, use, conduct utilize, carry on or incorporate, any exception to the gambling laws of this state set forth in F.S. §849.16 546.10.~~

~~(11 10) All uses not specifically listed as a permitted or conditional use.~~

**SECTION 2. Severability Clause.** In the event a court of competent jurisdiction shall hold or determine that any part of this Ordinance is invalid or unconstitutional, the remainder of the Ordinance shall not be affected thereby and it will be presumed that the City Council for the City of Satellite Beach did not intend to enact such invalid and unconstitutional provision. It shall further be assumed that the City Council would have enacted the remainder of this Ordinance without said invalid or unconstitutional provision, thereby causing said remainder to remain in full force and effect.

**SECTION 3. Repeal of Inconsistent Provisions.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4. Effective Date.** This ordinance shall become effective immediately upon its adoption.

**SECTION 5.** This ordinance was duly passed on first reading at a regular meeting of the City Council on the \_\_\_ day of \_\_\_\_\_, 2016, and adopted on the second and final reading at the regular meeting of the City Council on the \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
FRANK P. CATINO, MAYOR

**ATTEST:**

\_\_\_\_\_  
LEONOR OLEXA, CMC, CITY CLERK

**UNAPPROVED MINUTES  
PLANNING AND ZONING ADVISORY BOARD  
REGULAR MEETING  
MAY 16, 2016**

Pursuant to public notice Chairman Tom Romanisko convened a regular meeting of the Planning and Zoning Advisory Board on May 16, 2016 at 7:00 pm in the Council Chamber at City Hall, and led the Pledge of Allegiance. Board members present were Vice Chairman Frank Fortino, Dale Howlett, Sisi Packard. Also present were Building Official John Stone, and Recording Secretary Danielle Forand. Michelle Jones and Steve Terry were absent.

**PUBLIC HEARING:**

**[TIME 7:03] PZ # 1-16 DISCUSS/MAKE RECOMMENDATIONS ON A CODE AMENDMENT REQUEST TO THE LAND DEVELOPMENT REGULATIONS SECTION 30-416,(D),(8), COMMERCIAL DISTRICT ALLOWING FOR SELF STORAGE FACILITIES AS A PERMITTED USE.**

Building Official John Stone introduced this item, and explained that the intent of the requested code change is to allow the relocation of the administrative/customer service component of their operations and adding additional storage facilities. Mr. Stone then responded to questions from the board.

Applicant Bruce Moia spoke in reference to the application and requested changes.

Discussion took place.

Public Comments  
None

Dale Howlett **MOVED, SECOND** SiSi Packard to remove from City code section 30-416 (d)(8) Prohibited Uses- Self Storage Facilities and add to City code section 30-416 (b)(12) Permitted Uses- Self Storage facilities, excluding properties less than 1.5 acres in size (not permitted for properties fronting SR A1A or South Patrick Drive). **VOTE:** All yes. **MOTION CARRIED.**

**[TIME 7:20] APPROVAL OF MINUTES: JUNE 15, 2015**

Dale Howlett **MOVED, SECOND** Tom Romanisko to approve the minutes of the June 15, 2015 meeting as presented. **VOTE:** All yes. **MOTION CARRIED.**

**[TIME 7:35] ANNOUNCEMENTS**

Mr. Stone talked about the agenda items on the next PZAB meeting.

**NEXT REGULAR MEETING: JUNE 20,2016**

The meeting adjourned at 7:37 pm.

Respectfully submitted:

Danielle Forand  
Recording Secretary



## CITY COUNCIL AGENDA ITEM

# #8

**DISCUSS/TAKE ACTION ON JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SATELLITE BEACH FOR THE INSTALLATION OF PEDESTRIAN LIGHTING ALONG STATE ROAD A1A**

To: Mayor and City Council Members  
From: City Manager Courtney Barker  
Meeting Date: 6/15/2016  
Department: Support Services

**Recommended Action:** Approve the Joint Participation Agreement with the Florida Department of Transportation for the installation of pedestrian lighting.

**Summary:** As part of the State Road A1A 2016 Resurfacing project, the City has included numerous other improvements related to bicycle and pedestrian safety. These improvements include sidewalks and mid-block pedestrian crossings. The improvements also include adding lighting to the areas with the mid-block crossings. The installation of the lighting portion of the project must be completed by the local power utility, Florida Power and Light.

The Florida Department of Transportation (FDOT) cannot contract directly with Florida Power and Light and must work through a local government to install the lights. Therefore, FDOT has requested that the City contract with Florida Power and Light and install the lighting. FDOT will then reimburse the City for the direct costs of installing the lights.

The FDOT has been in contact with the Florida Power and Light staff to ensure a good estimate of the project for this agreement. The actual location of the lighting is in the attached exhibit to the Agreement.

**Budget Impacts:** None.

**Attachments:**

- Joint Participation Agreement

<b>Financial Management No.:</b> 428753-2-58-01 <b>Agency:</b> City of Satellite Beach <b>Contract No.:</b>	<b>Fund:</b> DDR <b>Function:</b> 215  <b>Contract Amount:</b> \$50,000.00	<b>FLAIR Approp:</b> 088716 <b>FLAIR Obj.:</b> 563000 <b>Org. Code:</b> 55054010508 <b>Vendor No.:</b> F59094959-006
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**JOINT PARTICIPATION AGREEMENT**  
**BETWEEN**  
**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**  
**AND**  
**CITY OF SATELLITE BEACH**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and **CITY OF SATELLITE BEACH**, a (hereinafter referred to as the LOCAL GOVERNMENT),

**WITNESSETH:**

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. \_\_\_\_\_, dated the \_\_\_\_ day of \_\_\_\_\_, 2016, a copy of which is attached hereto as Exhibit "D" and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the "Construction of Highway Lighting along State Road A1A from north of State Road 500/US 192 to south of State Road 404", in Fiscal Year 2015/2016, said Project being known as FM #428753-2-58-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project.

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

**1. TERM**

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project within 24 months from the date of the execution of this agreement. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project.

**2. SERVICES AND PERFORMANCES**

A. The LOCAL GOVERNMENT shall furnish the services with which to construct the Project. The Project consists of: Construction of Highway Lighting on State Road A1A from north of State Road 500/US 192 to south of State Road 404, and otherwise the LOCAL GOVERNMENT shall perform all other necessary work to complete the Project, as specified in Exhibit "A", Scope of Services attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. The LOCAL GOVERNMENT agrees to undertake the construction of the Project in accordance with the terms and conditions of a Utility permit that the LOCAL GOVERNMENT's electric utility company contractor will secure from the DEPARTMENT to allow the LOCAL GOVERNMENT's contractor to enter onto the DEPARTMENT's right of way to perform the work required by the Project.

C. The LOCAL GOVERNMENT shall hire an electric utility company using the LOCAL GOVERNMENT'S normal procurement procedures to perform the construction work for the Project.

D. The LOCAL GOVERNMENT's electric utility contractor shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

E. The LOCAL GOVERNMENT's electric utility contractor shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the terms and conditions of the Utility permit issued by the DEPARTMENT.

F. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

G. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the LOCAL GOVERNMENT's contractor and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter be granted a conference with the other party. Coordination shall be maintained by the LOCAL GOVERNMENT with representatives of the DEPARTMENT.

H. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT (or its contractor) shall notify the DEPARTMENT in writing of the completion and the LOCAL GOVERNMENT and its contractor shall comply with all terms and conditions of Utility permit associated with closing out the permit.

I. Upon completion of the Project, the LOCAL GOVERNMENT shall be responsible for the maintenance of the Highway Lighting constructed under this agreement in accordance with the terms of the "State Highway Lighting Maintenance and Compensation Agreement" previously signed by the parties hereto.

### **3. COMPENSATION AND REIMBURSEMENT**

A. Project Cost: The total estimated cost of the Project is **\$50,000.00 (Fifty-Thousand Dollars and No/100)**. This amount is based on the Schedule of Funding, Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to pay the LOCAL GOVERNMENT in an amount not to exceed **\$50,000.00 (Fifty-Thousand Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT's participation. Travel costs will not be reimbursed.

i) Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable

deliverables as established in Exhibit "A", Scope of Services. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to payment.

ii) Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed as specified in Paragraph 2. E. was met, and that the criteria for evaluating successful completion as specified in Paragraph 2. H. was met.

iii) **Alternative Pay Method:** The Department will pay one lump sum payment to the LOCAL GOVERNMENT upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing. The payment to the LOCAL GOVERNMENT will be the amount equal to the invoice received by the LOCAL GOVERNMENT from the LOCAL GOVERNMENT'S electric utility company, but not to exceed the DEPARTMENT'S participating amount as specified in Section 3 (B) above. The LOCAL GOVERNMENT must certify on the invoice that the costs from the electric utility company are valid, reasonable, necessary and allowable and the costs have been incurred by the electric utility company. The LOCAL GOVERNMENT agrees to provide proof to the DEPARTMENT that the electric utility company has been paid by the LOCAL GOVERNMENT within thirty (30) days after receipt of payment from the DEPARTMENT.

iv) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

D. The DEPARTMENT shall have the right to retain out of any payment due the LOCAL GOVERNMENT under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the LOCAL GOVERNMENT on any other Agreement between the LOCAL GOVERNMENT and the DEPARTMENT.

E. The LOCAL GOVERNMENT which is providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established

pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

F. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the Electric Utility Company and all subcontractors performing work on the Project, and all other records of the Electric Utility Company and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

G. In the event this Agreement is in excess of \$25,000.00 (TWENTY FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which

are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

H. The DEPARTMENT’S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

I. Audits: The administration of resources awarded by the Department to the LOCAL GOVERNMENT may be subject to audits and/or monitoring by the Department, as described in this section.

#### MONITORING

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

#### PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

#### **4. COMPLIANCE WITH LAWS**

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

#### **5. TERMINATION AND DEFAULT**

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

**6. MISCELLANEOUS**

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the LOCAL GOVERNMENT.

C. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. All tracings, plans specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use.

F. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent

litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

H. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

I. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

J. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

**DEPARTMENT**

Dianne Peek  
Program Coordinator  
MS 4-520  
719 South Woodland Boulevard  
DeLand, Florida 32720-6834  
PH: (386) 943-5400  
[dianne.peek@dot.state.fl.us](mailto:dianne.peek@dot.state.fl.us)

Megan Reinhart  
Design Project Manager  
MS 2-546  
719 South Woodland Boulevard  
DeLand, Florida 32720-6834  
PH: (386) 943-5252  
[megan.reinhart@dot.state.fl.us](mailto:megan.reinhart@dot.state.fl.us)

Vincent Vacchiano  
Construction Project Manager  
MS 3-506  
719 South Woodland Boulevard  
DeLand, Florida 32720-6834  
(386) 943-5406  
[vincent.vacchiano@dot.state.fl.us](mailto:vincent.vacchiano@dot.state.fl.us)

**LOCAL GOVERNMENT**

Courtney Barker, AICP  
City Manager  
City of Satellite Beach  
565 Cassia Boulevard  
Satellite Beach, Florida 32937  
PH: (321) 773-4407  
[cbarker@satellitebeach.org](mailto:cbarker@satellitebeach.org)

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2016, and the DEPARTMENT has executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF SATELLITE BEACH**  
**By: BOARD OF CITY COMMISSIONERS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

As approved by the Board on:

\_\_\_\_\_

Attest:

\_\_\_\_\_

Legal Review:

\_\_\_\_\_  
City Attorney

**STATE OF FLORIDA**  
**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Name: Alan E. Hyman, P.E.  
Title: Director of Transportation Operations

Attest:

\_\_\_\_\_  
Executive Secretary

Legal Review:

\_\_\_\_\_

Financial Provisions Approval by  
the Office of the Comptroller on:

\_\_\_\_\_

Authorization Received from the Office of  
the Comptroller as to Availability of Funds:

\_\_\_\_\_

## EXHIBIT "A"

### SCOPE OF SERVICES

#### Financial Management Number: 428753-2-58-01

##### Purpose:

##### LOCAL GOVERNMENT's:

The LOCAL GOVERNMENT shall be responsible to contract with FP&L for the installation of a roadway lighting system to include installation of lights on existing poles and installation of additional poles with light fixtures in order to illuminate State Road A1A from north of SR 500/US 192 to south of SR 404, (more specifically designated as listed below, from the FDOT Lighting Plans, dated 5/26/2016, pages L-1 through L6):

- Poles 1 through 5 north of Volunteer Way,
- Poles 7 through 11 south of Sunrise,
- Poles 16 through 21 north of Magellan,
- Poles 25 through 28 between Majorca County & Royal Palm Boulevard,
- Poles 30 through 34 north of Ellwood Avenue, and
- Poles 35 through 40 north of Grant Avenue,

in accordance with DEPARTMENT standards. Subject to the terms and conditions contained herein, the illumination services shall continue until such time as the DEPARTMENT notifies the LOCAL GOVERNMENT to discontinue the illumination services. The LOCAL GOVERNMENT agrees that it will enter into an agreement with an electric Utility to construct and to maintain the facilities and equipment under the terms of this Agreement. The electric Utility will secure a Utility permit from the DEPARTMENT to enter DEPARTMENT right of way to construct the facilities and equipment and to maintain the facilities and equipment in accordance with the terms of the Utility permit.

Prior to installation and construction of the equipment and facilities to illuminate the Roads, the LOCAL GOVERNMENT shall provide such information (including, but not limited to, a proposed design and work schedule) as is requested by the DEPARTMENT in order for the DEPARTMENT to verify that the illumination is acceptable and will be in accordance with DEPARTMENT standards, and that all work to be performed on DEPARTMENT right of way will be performed in accordance with DEPARTMENT standards for performance of such work. The electric Utility's permit application and the permit requirements will be deemed to satisfy all the requirements of this paragraph.

##### Maintenance of Illumination Equipment and Facilities

The following conditions shall apply to the equipment and facilities used to provide the illumination services after illumination services have begun:

1. The equipment and facilities shall at all times remain the property of and be protected and maintained by the electric Utility in accordance with the Utility Accommodation Manual and current utility permit for the equipment and facilities.
2. The equipment and facilities shall be maintained pursuant to a separate agreement between the LOCAL GOVERNMENT and the electric Utility. In the event the LOCAL GOVERNMENT fails to comply with that separate agreement, the electric Utility may terminate the illumination services, provided, however, that the electric utility shall first notify the DEPARTMENT in writing and provide the DEPARTMENT with a reasonable opportunity to cure the non-compliance prior to terminating the illumination services.
3. Neither the electric Utility nor the LOCAL GOVERNMENT shall engage in any act of omission which in any way interferes with the provision of illumination services including, without limitation, granting rights to third parties with respect to the equipment and facilities which interferes with the continued provision of illumination services.

#### Street Light Locations/Quantities:

According to the current design plans, there are 17 proposed new street light poles, 8 upgrades to poles and/or luminaires and 17 existing distribution poles that are going to have luminaires attached to them. There may be some field adjustments that occur during construction.

#### Maintenance of Illumination Equipment and Facilities:

The following conditions shall apply to the equipment and facilities used to provide the illumination services after illumination services have been installed and begun:

1. The equipment and facilities shall at all times remain the property of and be properly protected and maintained by the electric UTILITY in accordance with the Utility Accommodation Manual and current utility permit for the equipment and facilities.
2. The equipment and facilities shall be maintained pursuant to a separate agreement between the LOCAL GOVERNMENT and the electric UTILITY. In the event the LOCAL GOVERNMENT fails to comply with that separate agreement, the electric UTILITY may terminate the illumination services, provided however, that the electric UTILITY shall first notify the DEPARTMENT in writing and provide the DEPARTMENT with a reasonable opportunity to cure the non-compliance prior to terminating the illumination services.
3. The electric UTILITY, nor the LOCAL GOVERNMENT, shall not engage in any act or omission which in any way interferes with the provision of illumination services including, without limitation, granting rights to third parties with respect to the equipment and facilities which interferes with the continued provision of illumination services.

## **Exhibit "B"**

### **ESTIMATED SCHEDULE OF FUNDING**

#### **Financial Management Number: 428753-2-58-01**

For satisfactory completion of all services detailed in Exhibit "A" (Deliverables) of this Agreement, the DEPARTMENT will compensate the LOCAL GOVERNMENT an amount not to exceed **\$50,000.00 (Fifty Thousand Dollars and No/100)** for actual costs incurred.

The LOCAL GOVERNMENT may receive progress payments for actual costs incurred for deliverables, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment.

- Optional -

**Alternative Pay Method:** The Department will pay one lump sum payment to the LOCAL GOVERNMENT upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing. The payment to the LOCAL GOVERNMENT will be the amount equal to the invoice received by the LOCAL GOVERNMENT from the LOCAL GOVERNMENT's electric utility company, but not to exceed the DEPARTMENT's participating amount as specified in Section 3 (B), page 3. The LOCAL GOVERNMENT must certify on the invoice that the costs from the electric utility company are valid, reasonable, necessary and allowable and the costs have been incurred by the electric utility company. The LOCAL GOVERNMENT agrees to provide proof to the DEPARTMENT that the electric utility company has been paid by the LOCAL GOVERNMENT within thirty (30) days after receipt of payment from the DEPARTMENT.

**EXHIBIT "C"**

**NOTICE OF COMPLETION**

JOINT PARTICIPATION AGREEMENT

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

and

THE CITY OF SATELLITE BEACH

PROJECT DESCRIPTION: Construction of Highway Lighting on State Road A1A from north of State Road 500/US 192 to south of State Road 404

FINANCIAL MANAGEMENT ID# 428753-2-58-01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_ and all terms and conditions of Utility permit associated with closing out the permit have been met.

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

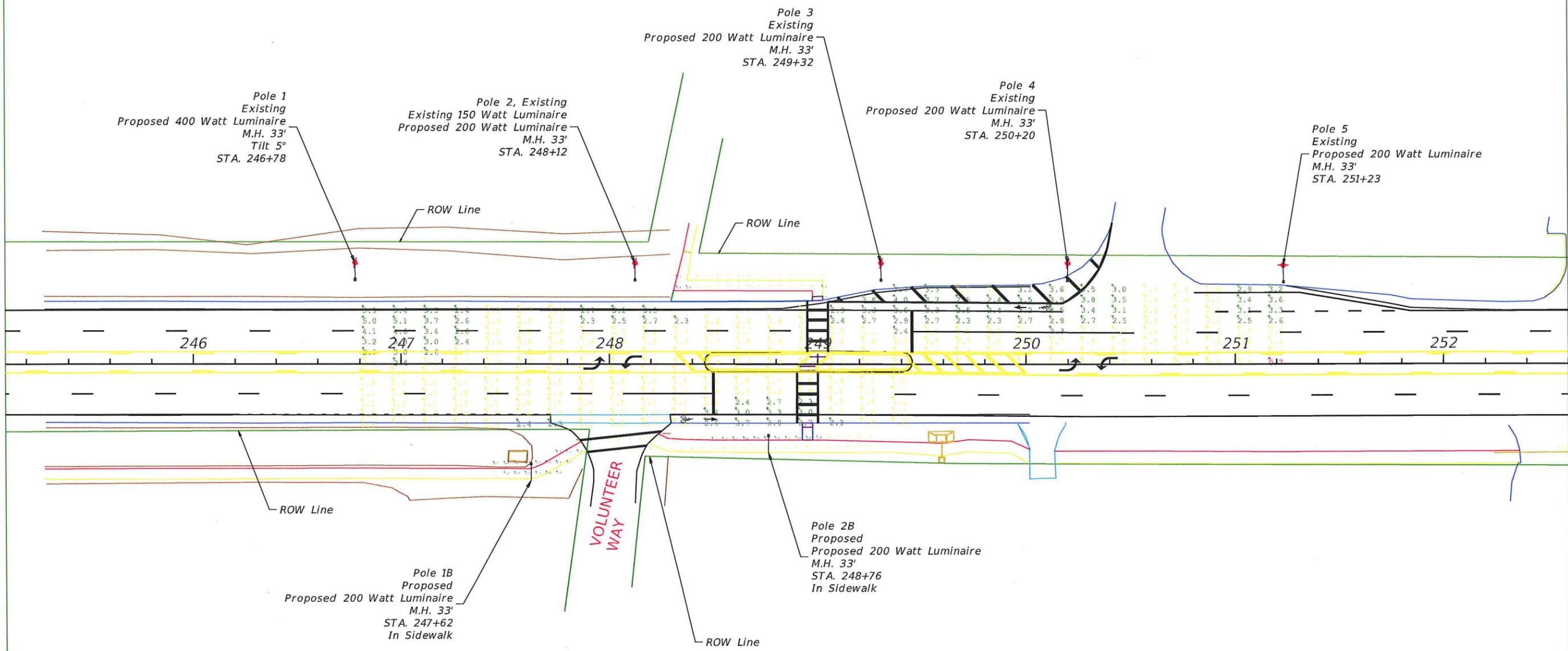
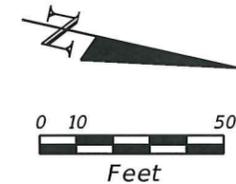
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "D"**

**RESOLUTION**

**Financial Management Number: 428753-2-58-01**



A1A Crosswalk Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
NB Sidewalk Volunteer Way	Illuminance	Fc	2.17	3.8	0.8	2.71	4.75
SB Sidewalk Volunteer Way	Illuminance	Fc	1.74	3.2	1.1	1.58	2.91
NB North of Volunteer Way	Illuminance	Fc	1.66	3.9	0.8	2.08	4.88
SB North of Volunteer Way	Illuminance	Fc	2.16	5.9	0.7	3.09	8.43

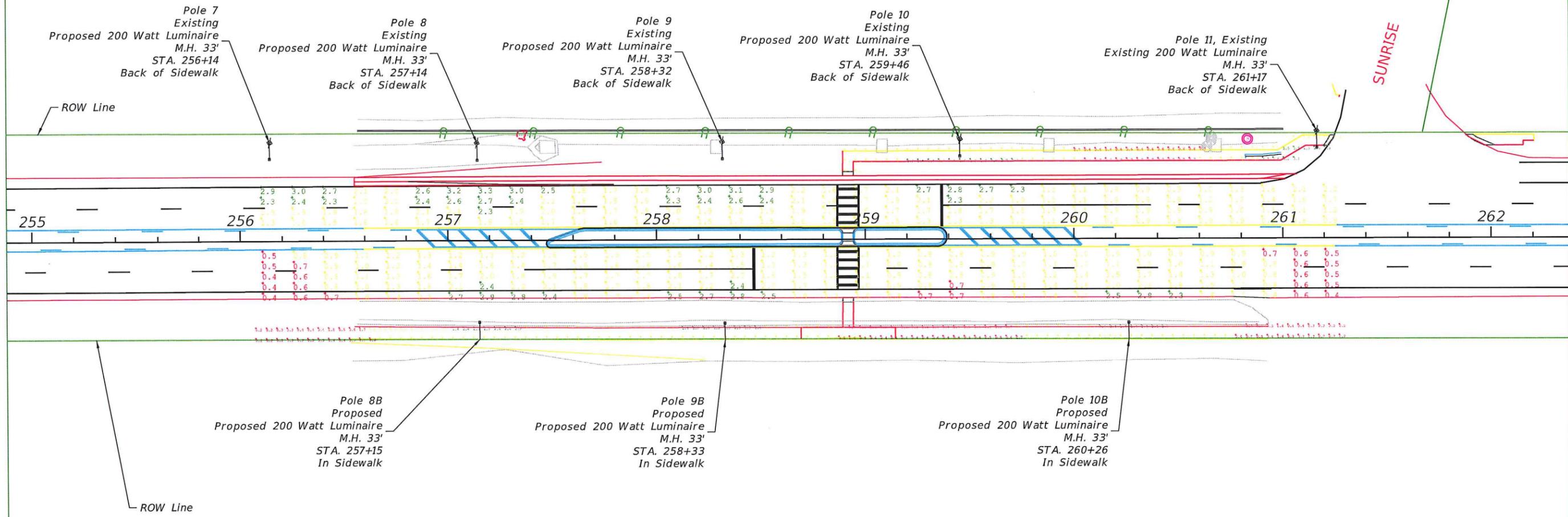
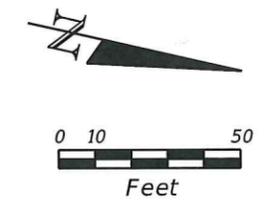
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
A1A	BREVARD	428753-1-52-01

<b>LIGHTING PLANS</b> <b>NORTH OF VOLUNTEER WAY</b>
--

SHEET NO.
L-1

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A1A Crosswalk Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
SB Sidewalk Sunrise	Illuminance	Fc	1.57	3.1	0.6	2.62	5.17
NB Sidewalk Sunrise	Illuminance	Fc	1.14	2.5	0.2	5.70	12.50
SB South of Sunrise	Illuminance	Fc	1.77	3.3	0.8	2.21	4.13
NB South of Sunrise	Illuminance	Fc	1.31	2.9	0.4	3.28	7.25

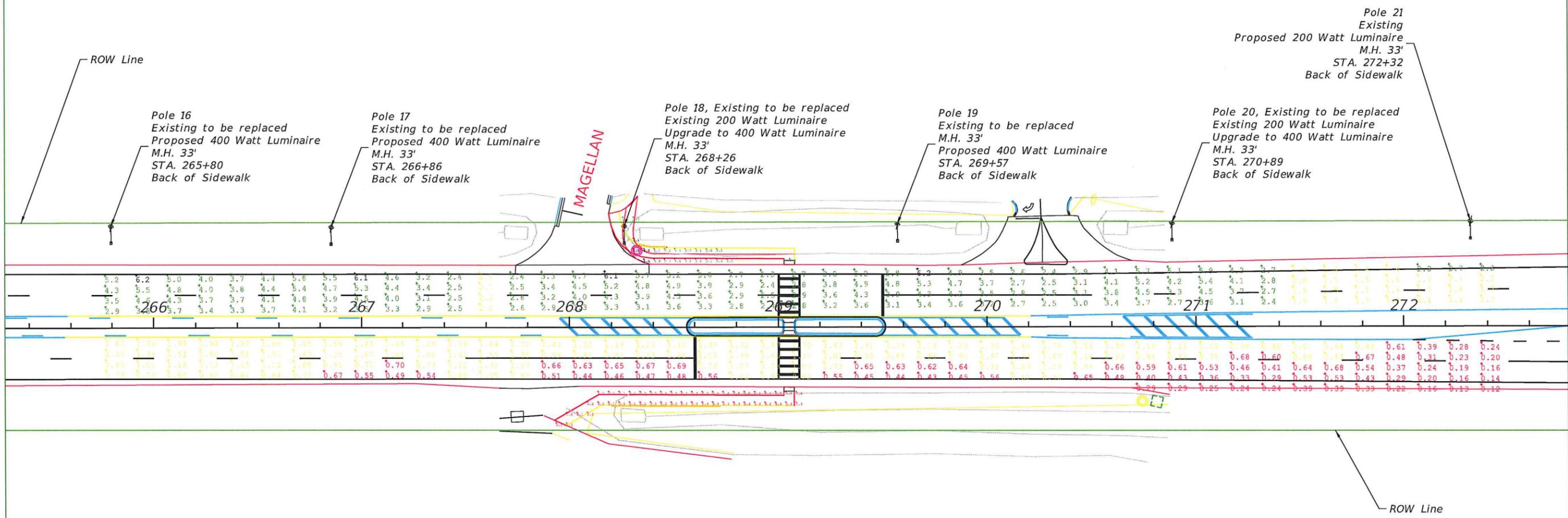
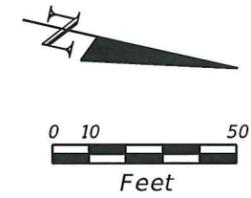
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
A1A	BREVARD	428753-1-52-01

**LIGHTING PLANS**  
**SOUTH OF SUNRISE**

SHEET  
NO.  
**L-2**

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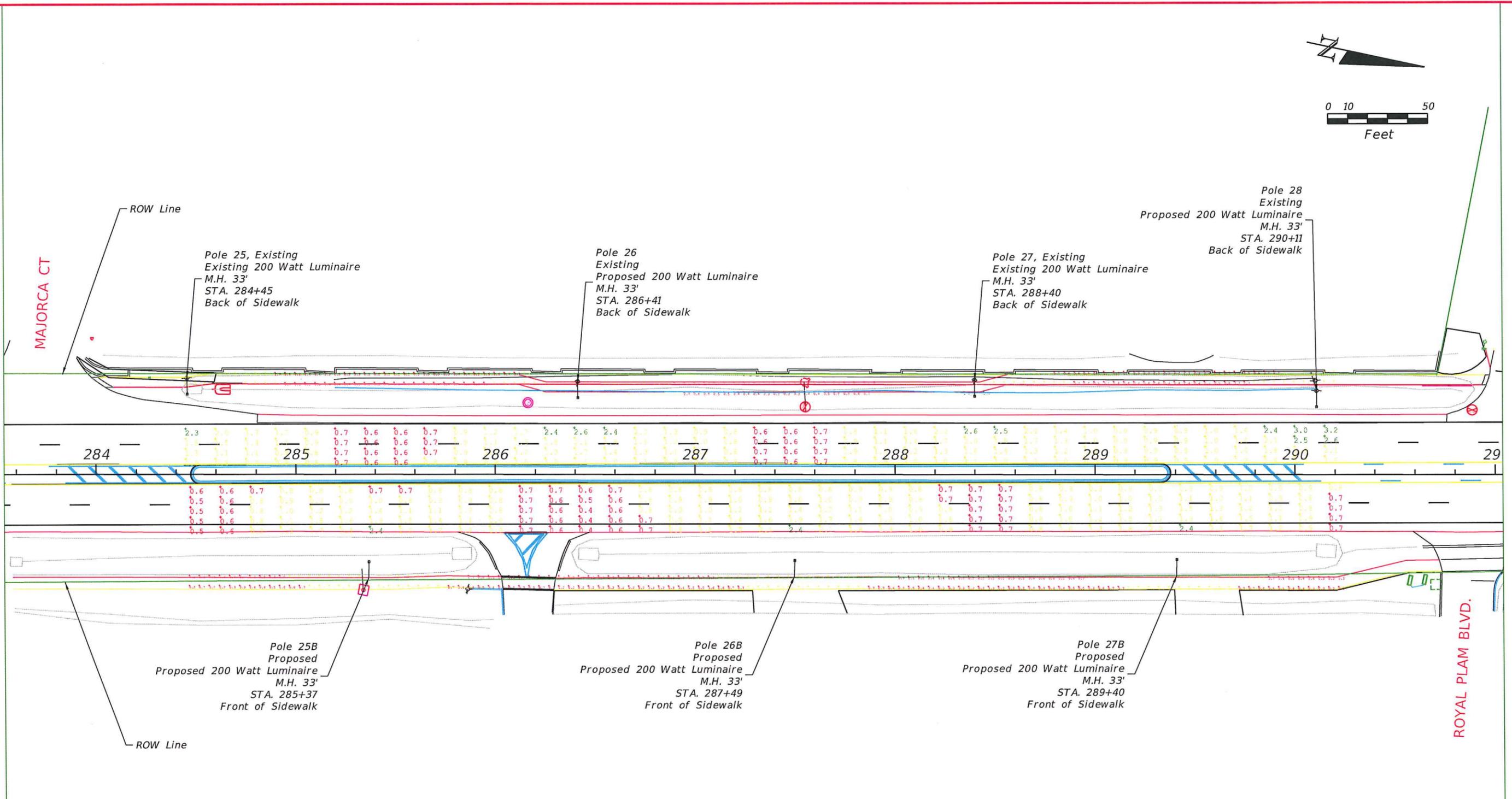
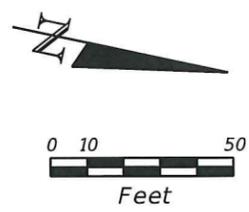


AIA Crosswalk Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
NB North of Magellan	Illuminance	Fc	0.90	1.99	0.12	7.50	16.58
SB North of Magellan	Illuminance	Fc	3.45	6.2	1.1	3.14	5.64
NB Sidewalk Magellan	Illuminance	Fc	0.28	0.6	0.1	2.80	6.00
SB Sidewalk Magellan	Illuminance	Fc	3.84	6.5	1.9	2.02	3.42

REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LIGHTING PLANS NORTH OF MAGELLAN		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
				AIA	BREVARD	428753-1-52-01			L-3

RD552JR      5/26/2016      8:39:53 AM      H:\DeLand\Development\Traffic Design\Lighting\Projects\428753-1 AIA Mid-Block Crossir

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AIA Crosswalk Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
NB Majorca & Royal Palm	Illuminance	Fc	1.01	2.4	0.4	2.53	6.00
SB Majorca & Royal Palm	Illuminance	Fc	1.21	3.2	0.6	2.02	5.33
NB Sidewalk Majorca & Royal Palm	Illuminance	Fc	0.71	1.7	0.2	3.55	8.50
SB Sidewalk Majorca & Royal Palm	Illuminance	Fc	0.84	2.3	0.2	4.20	11.50

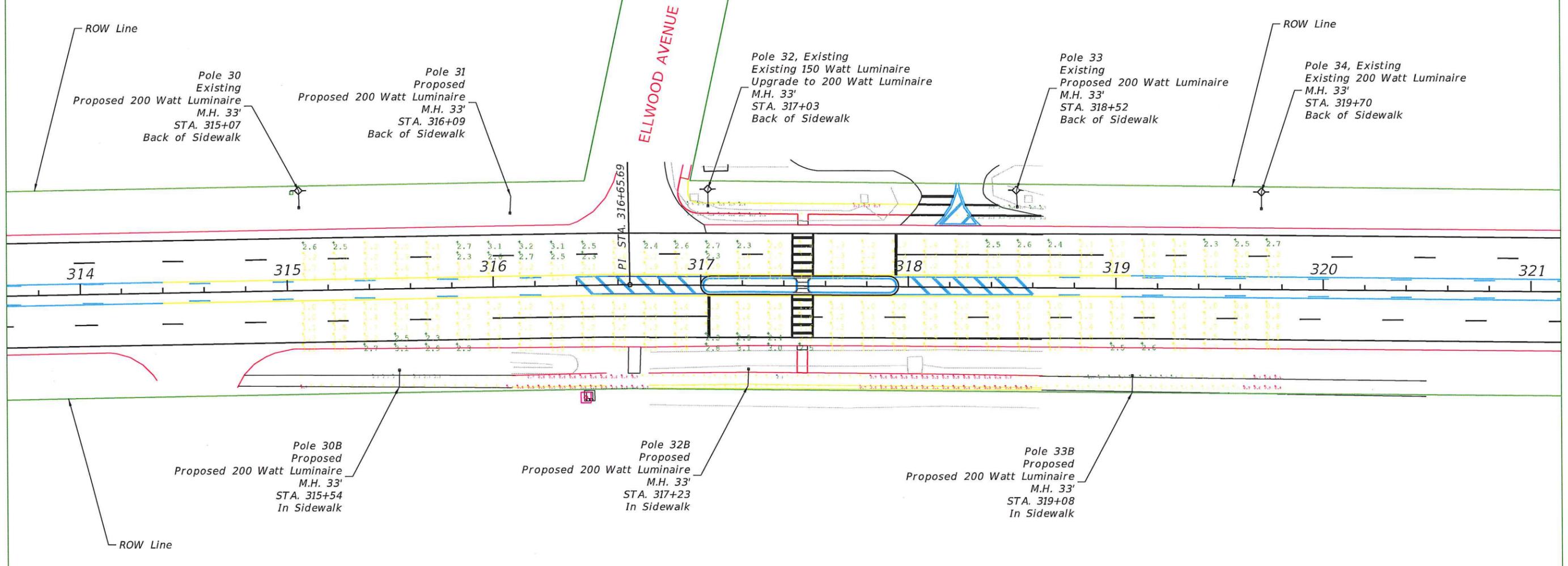
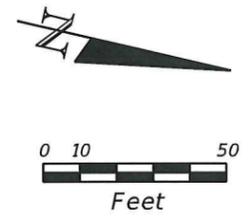
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
AIA	BREVARD	428753-1-52-01

**LIGHTING PLANS  
BETWEEN MAJORCA CT.  
& ROYAL PALM BLVD.**

SHEET  
NO.  
**L-4**

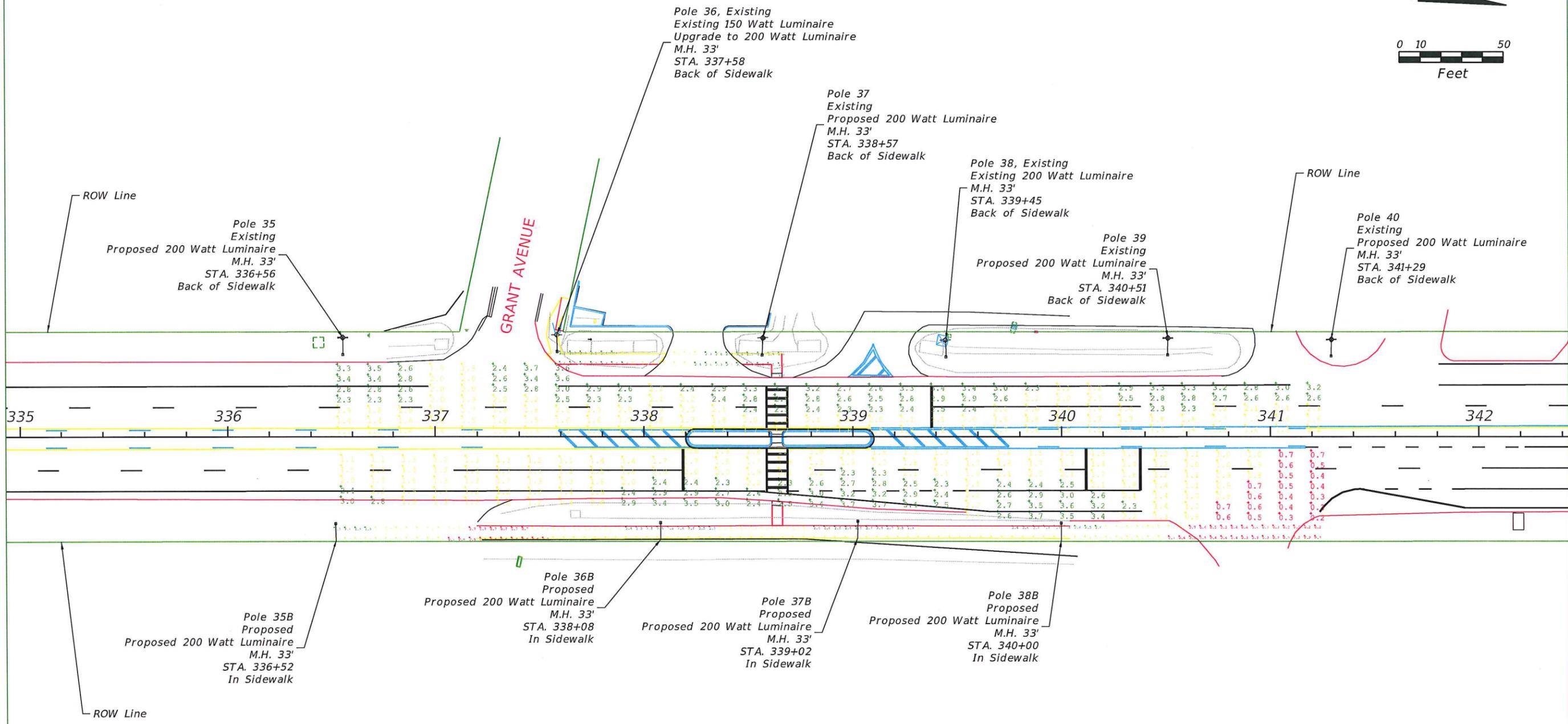
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



AIA Crosswalk Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
NB North of Ellwood Ave.	Illuminance	Fc	1.41	3.1	0.8	1.76	3.88
SB North of Ellwood Ave.	Illuminance	Fc	1.78	3.2	1.1	1.62	2.91
NB Sidewalk Ellwood Ave.	Illuminance	Fc	1.21	2.7	0.4	3.03	6.75
SB Sidewalk Ellwood Ave.	Illuminance	Fc	1.89	3.3	0.7	2.70	4.71

REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LIGHTING PLANS NORTH OF ELLWOOD AVE.		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		L-5	
				AIA	BREVARD	428753-1-52-01			

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A1A Crosswalk Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
NB North of Grant Ave.	Illuminance	Fc	1.78	3.7	0.2	8.90	18.50
SB North of Grant Ave.	Illuminance	Fc	2.19	3.7	1.1	1.99	3.36
NB Sidewalk Grant Ave.	Illuminance	Fc	1.46	2.7	0.2	7.30	13.50
SB Sidewalk Grant Ave.	Illuminance	Fc	2.78	3.7	1.8	1.54	2.06

REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<b>LIGHTING PLANS</b> <b>NORTH OF GRANT AVE.</b>	SHEET NO.  L-6
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				A1A	BREVARD	428753-1-52-01		

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## CITY COUNCIL AGENDA ITEM

# #9

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### DISCUSS/TAKE ACTION ON A DRUG-FREE WORKPLACE POLICY

To: City Manager Courtney Barker  
From: Assistant City Manager Suzanne Sherman  
Meeting Date: 6/15/2016  
Department: Support Services

**Recommended Action:** Approve the revised Drug-Free Workplace Policy to be in compliance with current laws.

**Summary:** The City of Satellite Beach Drug-Free Workplace Policy was last updated in 1994, and has been revised to insure compliance with current laws and practices. The primary changes in this new policy include the following:

1. Addition of a definitions section (p. 1);
2. Includes reference to chain of custody procedures (pgs. 1, 2, 9);
3. Provides resources for employee assistance for drug/alcohol issues (p. 11, Attachment A);
4. Includes a form for supervisor reasonable suspicion testing (p. 12, Attachment B) and a sample letter for notifying an employee of a positive test result (p. 13, Attachment C);
5. Includes information on reporting the use of prescription or nonprescription medications, as well as a list of the most common medications that may affect a drug test (p. 14, Attachment D);
6. New hire acknowledgment form regarding the drug-free workplace policy, which includes their right to refuse to submit to a drug test as part of the hiring process (p. 15, Attachment E); and,
7. Drug/alcohol testing will continue to be performed in cases of reasonable suspicion, routine fitness for duty (specific to employee groups such as CDL drivers or safety sensitive positions), and for work related accidents/workers' compensation claims (p. 3). This revised policy now includes a requirement for drug/alcohol testing for on-the-job accidents resulting in property damage over \$500.

The new policy has been reviewed and approved by the City's labor attorney, Wayne Helsby. This policy change was also submitted to the IAFF and FOP unions, and also posted in the Fire and Police Department offices. No objections were received from either union.

**Budget Impacts:** No significant change to the budget is anticipated. By maintaining an updated policy, the City will continue to receive a 5% drug-free workplace discount from Preferred Government Insurance Trust (PGIT) on the annual worker's compensation insurance premium. This rate discount is currently valued at \$8,471. Drug and alcohol testing is currently included in the City's budget, and these expenses vary based upon need.

**Attachments:**

- Drug-Free Workplace Policy



**CITY OF SATELLITE BEACH**  
**DRUG -FREE WORKPLACE POLICY**

**PURPOSE**

The purpose of this policy is to establish and implement a “Drug-Free Workplace” in accordance with § 440.102, Florida Statutes.

By establishing and implementing a “Drug-Free Workplace” policy and program, it is the intent of the City of Satellite Beach, to commit to providing a safe work environment and fostering the well-being and health of its employees so that they may be productive and produce quality services.

**OFFICIAL NOTIFICATION**  
**DRUG FREE WORKPLACE POLICY**

This is your official notification that the City of Satellite Beach maintains a “Drug-Free Workplace” as authorized by law. All employees are absolutely prohibited from unlawfully manufacturing, distributing, possessing or using controlled or illegal substances in the workplace. It is a condition of employment to refrain from taking illegal drugs on or off the job.

The City of Satellite Beach established this drug-free workplace policy to deter use of drugs and alcohol in the workplace by establishing standards and procedures for drug testing of certain employees, volunteers, and job applicants. We hope this policy will result in a safe working environment for all employees of the City of Satellite Beach.

**DEFINITIONS**

1. “Employer” means the City of Satellite Beach.
2. “Chain of Custody” refers to the methodology of tracking a drug test specimen for the purpose of maintaining control and accountability from initial collection to final disposition and providing for accountability at each stage in handling, testing, storing and reporting of the test results.
3. “Collection Site” means a place owned, operated, or contracted by a licensed laboratory or a site prepared by a collector where individuals present themselves for the purpose of providing a specimen or specimens to be analyzed for the presence of drugs or alcohol in the body.

4. "Confirmation Test", "Confirmed Test", or "Confirmed" means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity and quantitative accuracy. Confirmation for alcohol will be gas chromatography and confirmation for all other drugs will be gas chromatography/mass spectrometry (GC/MS).

5. "Designated Employer Authority" means the Employer's designee whom is designated to authorize or require a drug testing of employees or job applicants and is named in the Employer testing contract or agreement with the laboratory.

6. "Donor" means the individual employee or job applicant being drug tested.

7. "Drug" means alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors, amphetamines, cannabinoids, cocaine, phencyclidine (PCP), a hallucinogen, methadone, methaqualone, opiates, barbiturates, benzodiazepines, propoxyphene, a synthetic narcotic, a designer drug or a metabolite of any of the substances listed above.

8. "Drug Test" means an approved chemical, biological, physical, or instrumental analysis as authorized under law and administered for the purpose of determining the presence or absence of a drug or its metabolites.

9. "Employee" means any person who works for salary, wages, or other remuneration from the Employer.

10. "Employee Assistance Program" means an established program for employee assessment, counseling, and possible referral to an alcohol and drug rehabilitation program.

11. "Initial Test" means the first drug test which is used as a screen to identify negative and presumptive positive specimens. The initial test for alcohol shall be an enzyme oxidation methodology and the initial test for all other drugs shall use a sensitive and reliable Food and Drug Administration (FDA) approved immunoassay procedure.

12. "Job Applicant" means a person who has applied for a position under the Employer and has been offered employment.

13. "Laboratory" means a facility licensed under law and contracted by the Employer.

14. "Medical Review Officer" or "MRO" means a licensed physician contracted by the Employer with knowledge of substance abuse disorders, laboratory testing procedures and the chain of custody collection procedures and having the appropriate medical training to interpret and evaluate an individual's positive test result together with his or her medical history or any other biomedical information.

15. "Safety Sensitive Position" means employee positions that are required to be filled by a person who is certified under Florida Statutes Chapter 633 (Fire) or Chapter 943 (Police). All applicants for safety sensitive positions will undergo a pre-employment drug test.

16. "Specimen" means a tissue or product of the human body capable of revealing the presence of drugs or their metabolites. Urine will be the specimen collected for the testing of all drugs except alcohol. Blood will be the specimen collected for the testing of alcohol.

17. "Successful Completion of a Drug Test" means a negative drug test result or a confirmed positive drug test result which has been satisfactorily absolved by the Medical Review Officer.

18. "Volunteer" means a citizen who, as a representative of the City of Satellite Beach, performs functions/duties assigned by a designated employee for no financial gain and is subject to all requirements of this document where the title "employee" is referenced.

### **BEFORE A POSITIVE DRUG TEST RESULT**

If you are experiencing problems with drugs or alcohol, you are encouraged to contact an Employee Assistance Program (See Attachment A). You may use your Employee Assistance Program or request a referral to another agency. In either case, the information will be kept strictly confidential. The Employer's Human Resources Department is to serve as the primary point of contact for all employees in these situations.

If you voluntarily come forward and seek help prior to being required to submit to a drug or alcohol test, no disciplinary action will be taken against you. However, you will still be expected to perform your job and report to work unless your treatment program counselor requires you to miss work, which will be handled in accordance with city personnel policies and the Human Resources Department. Enrollment in a treatment program or attending counseling will not grant you a license to violate any of the Employer's policies or shield you from disciplinary action for such violations. The Employer reserves the right under certain circumstances including, but not limited to, safety and security, to reassign you to another position.

After you return to work, follow-up testing for drugs or alcohol will occur for a period of up to two years, the frequency of which will be random or scheduled, as appropriate to the specific situation. If you test positive for drugs or alcohol following the completion of the primary phase of your treatment program, you will be terminated and your unemployment benefits may be denied. If you do not complete your drug or alcohol treatment program or do not comply with the terms of your treatment program, you will be terminated and your unemployment benefits may be denied.

### **TYPES OF TESTING PERFORMED**

Employees will be subjected to the following drug tests:

**Reasonable Suspicion Testing:** "Reasonable Suspicion" drug testing means drug testing based on a belief that an employee or job applicant is using or has used drugs in violation of the Employer Drug-Free Workplace Policy, drawn from specific objective and articulable facts and

reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug. (Slurred speech, bloodshot eyes, odor of alcohol, inability to walk a straight line/staggering gait, physical and verbal altercation).
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance. (Dramatic mood swings, extreme lethargy or excitation).
3. A report of drug use in violation of the Employer's Drug Free Workplace Policy, provided by a reliable and credible source, which has been independently corroborated.
4. Evidence that an individual has tampered with a drug test during his or her employment with the Employer.
5. Information that an employee has caused, contributed to or been involved in an accident while at work which has resulted in a workers' compensation claim being filed or in property damage over \$500.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the Employer's premises or while operating the Employer's vehicles, machines, equipment or otherwise representing the Employer.

Supervisors who determine that reasonable suspicion drug or alcohol testing is warranted will complete a Drug Abuse Investigation Report which will be submitted to the Employer's Human Resources department who will schedule testing (See Attachment B). It is recommended, but not required, that at least two supervisors agree on the need for testing. A supervisor will be required to escort the employee directly from the Employer's workplace to the collection site.

**Routine Fitness for Duty Testing:** An employee may be asked to submit to a drug test as part of a routinely scheduled fitness for duty medical examination that is either part of the employer's established policy or that is scheduled routinely for all members of an employment classification or group. Random drug testing will be performed for CDL drivers as required by federal law.

**Follow-Up Testing:** An employee in the course of employment who enters an employee assistance program for drug-related problems, or a drug rehabilitation program, must submit to a drug test as a follow-up to such program, unless the employee voluntarily entered the program. In those cases, the Employer has the option to not require follow-up testing. If follow-up testing is required, it will be conducted at least once a year for a 2 year period after completion of the program. Advance notice of a follow-up testing date will not be given to the employee to be tested.

## DRUGS TESTED

The following is a list of drugs (described by brand name, common name and/or chemical name) for which the Employer will test:

<u>DRUGS</u>	<u>TRADE OR COMMON NAMES</u>
<u>Alcohol</u>	Distilled spirits, wine, malt beverages, intoxicating liquors
<u>Narcotics</u>	
Opium	Dover's Powder, Paregoric, Parepectolin
Morphine	Morphine, Pectoral Syrup
Codeine	Tylenol with Codeine, Empirin Compound with Codeine
Robitussin A-C	
Heroin	Diacetylmorphine, Horse, Smack
Hydromorphone	Dilaudid
Meperidine (Pethidine)	Demerol, Mepergan
Methadone	Dolophine, Methadone, Methadose
Other Narcotics	LAAM, Leritine, Numorphan, Percodan, Tussionex, Fentanyl, Darvon, Talwin, Lomotil
<u>Depressants</u>	
Chloral Hydrate	Noctec, Somnos
Barbiturates	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate
Benzodiazepines	Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril
Methaqualone	Quaalude
Glutethimide	Doriden
Other Depressants	Equanil, Miltown, Noludar, Placidyl, Valmid
<u>Stimulants</u>	
Cocaine	Coke, Flake, Snow, Crack
Amphetamines	Biphedamine, Delcobese, Desoxyn, Dexedrine, Mediatric
Phenmetrazine	Preludin
Methylphenidate	Ritalin
Other Stimulants	Adipex, Bacarate, Cylert, Didrex, Ionamin, Plegine, Pre-Sate, Sanorex, Tenuate, Tepanil, Voranil
<u>Hallucinogens</u>	
LSD	Acid, Microdot
Mescaline and Peyote	Mesc, Buttons, Cactus
Amphetamine	2, 5-DMA, PMA, STP, MDA, MDMA, TMA, DOM

Variants	DOB
Phencyclidine	PCP, Angel Dust, Hog
Phencyclidine Analog	PCE, PCPY, TCP
Other Hallucinogens	Bufotenine, Ibogaine, DMT, DET, Psilocybin, Psilocyn

Cannabis

Marijuana	Pot, Acapulco Gold, Grass, Reefer, Sinsemilla, Thai Sticks
Tetrahydro- cannabinol	THC
Hashish	Hash
Hashish oil	Hash Oil

**AFTER A POSITIVE TEST RESULT**

If you have a confirmed positive test result, the City of Satellite Beach will send you a letter within five days of our receipt of notification from the Medical Review Officer notifying you of your positive test result. The letter will outline your rights and the manner in which you may challenge a positive test result. You are responsible for any costs associated with the challenge. (See Attachment C).

**CONSEQUENCES OF TESTING POSITIVE OR REFUSAL TO ALLOW TEST**

**Employed worker who has not been injured:** In the event an employed worker who has not been injured refuses to submit to a drug test or is tested positive and confirmed positive, s/he may be subject to one or more of the following requirements:

- Attend educational courses and participate in an employee assistance programs.
- Required attendance at rehabilitation programs.
- Reasonable discipline which may include job transfer to a less hazardous position, probationary employment and/or reduction in compensation.
- Immediate discharge from employment.

**An employed worker who is injured:** In the event an employed worker is injured in the course and scope of their employment and who refuses to submit to a drug test or who submits and is tested pursuant to the Employer’s policy and who has a positive confirmation of a drug, s/he shall:

- Forfeit their eligibility for medical and indemnity benefits under the Worker’s Compensation Act.

- Forfeit their eligibility for unemployment benefits.
- Be terminated from employment.
- Otherwise be subject to the sanctions provided above for an employed worker who is not injured.

### **CHALLENGES TO TEST RESULTS**

You have the right to challenge any confirmed positive test result. All challenges must be filed within 5 working days of receiving notification of such result. The first stage requires that you explain or contest the result in writing to the Medical Review Officer. If your explanation is unsatisfactory, you will be notified of such within 15 days of the date your challenge was received and the MRO shall report positive test results to the Employer. At that time, you will be provided with a copy of your positive test result and the name and address of the laboratory. You may contest the drug result pursuant to law or to rules adopted by the Agency for Health Care Administration. If you decide to challenge the test result, it is your responsibility to notify the laboratory that you are challenging the test result. You will be solely responsible for all costs associated with such a challenge.

- Within 180 days after written notification of a positive test result, the applicant/employee shall be permitted by the Employer to have a portion of the specimen re-tested, at the expense of the applicant/employee. This will be explained in the initial letter of notification to the applicant/employee.
- If the applicant/employee desires to have the specimen tested at another laboratory, he or she shall have the first laboratory transfer the specimen to the second laboratory. The Employer will not make the transfer.

### **COST OF TESTING**

The Employer shall pay the cost of initial and confirmation drug tests which it requires of employees. An employee shall pay the cost of any additional drug tests not required by the employer.

### **REPORTING USE OF PRESCRIPTION OR NONPRESCRIPTION MEDICATIONS**

An employee or job applicant will be able to confidentially report the use of prescription or non-prescription medications, both before and after being tested, as presence of those medications in the body that may affect the outcome of the test. A list of the most

common medications by brand name, common name and by chemical name, which may alter or affect a drug test is attached (See Attachment D). Pursuant to F.S. 440.102(3) employees and job applicants have the right to consult the testing laboratory or the Medical Review Officer for technical information regarding prescription or nonprescription medication.

### CONFIDENTIALITY

a. All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by the Employer through a drug testing program are confidential communications. In addition, such information/documentation may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with law and this policy.

b. The Employer, laboratories, employee assistance programs, drug and alcohol rehabilitation programs and their agents who receive or have access to information concerning drug test results shall keep all information confidential. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested, except where such release is compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal as provided by law. The consent form must contain, at a minimum:

1. The name of the person who is authorized to obtain the information.
2. The purpose of the disclosure.
3. The precise information to be disclosed.
4. The duration of the consent.
5. The signature of the person authorizing release of the information.

c. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant except as required by a lawfully issued and enforceable subpoena. Information released contrary to law and as specified in this procedure shall be inadmissible as evidence in any such criminal proceeding.

d. Nothing herein shall be construed to prohibit the Employer, agents of the Employer, or the designated laboratory conducting a drug test from having access to employee drug test information when consulting with legal counsel in connection with actions brought as a result of the Employer's Drug Testing Program or where the information is relevant to the Employer's defense in a civil or administrative matter.

e. No physician-patient relationship is created between an employee or job applicant and the Employer or any person performing or evaluating a drug test, solely by the establishment implementation, or administration of the Employer drug testing program.

f. All employees required to review, or in any way process drug test results or related administrative action are reminded such information cannot be divulged except as provided in this procedure or applicable law.

### **CONVICTION**

If you are convicted of any drug related crime (sale, use or possession), you must notify the Employer within 5 days of your conviction. Failure to notify the Employer of such conviction is grounds for termination.

### **MISCELLANEOUS**

- All applicants for employment and employees of the Employer shall be informed of the drug policy.
- A notice of drug testing in vacancy announcements shall be included for positions where drug testing is required.
- A notice of the drug testing policy posted in an appropriate and conspicuous location on the premises of the Employer. Copies of the policy are made available during regular business hours.
- All drug testing will be conducted by an Employer designated laboratory, which is licensed and approved by the Agency for Health Care Administration. The testing will be conducted with appropriate chain of custody procedures in place to ensure accuracy and continuity in specimen collection, handling, and transfer and storage.
- All safety sensitive positions will be subject to new hire drug testing.
- If the initial test is negative, the Employer may request a confirmation test, at the expense of the Employer, if reasonable suspicion remains or evidence of tampering is presented. If the initial test is positive, a confirmation test with the laboratory must be obtained, at the Employer's cost.
- The Employer shall provide the employee or applicant, upon request in writing a copy of the test results. An employee or job applicant whose drug test result is confirmed as positive in accordance with this program shall not, by virtue of the result alone, be deemed to have a "handicap" or "disability" as under federal, state or local handicap and disability discrimination laws.

- The Employer shall employ or contract with a medical review officer (MRO) who is responsible for receiving and reviewing all confirmation results from a laboratory. This medical review officer is responsible for contacting all positively tested individuals to inquire about possible prescriptive or over-the-counter medications which could have caused a positive result. The MRO shall notify the Employer only of the verbal and written results. Confidentiality of drug testing shall be maintained.
- All employees will be provided with a copy of the Drug-Free Workplace Program and policy.

This policy supersedes all previous drug-free workplace policies. The Employer reserves the right to amend, change or alter this Policy without the consent of its employees.

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Employer

Title

Date

## ATTACHMENT A

### **Employee Assistance Program**

**The following organizations and resources provide free, confidential assistance to individuals who have, or know someone who has, a problem with alcohol or other drugs.**

**Substance Abuse Treatment Locator - [www.findtreatment.samhsa.gov](http://www.findtreatment.samhsa.gov)**

**Phone: 1-800-662-4357 / 1-800-662-9832 (Español) / 1-800-228-0427 (TDD)**

This Substance Abuse and Mental Health Services Administration (SAMHSA) website and toll-free phone line help individuals locate drug and alcohol abuse treatment programs in their communities.

#### **Other National Hotlines & National Assistance Groups:**

Drug & Alcohol Abuse Hotline	1-800-252-6465
Drug Addiction Referral Hotline	1-800-758-5877
Alcoholics Anonymous	1-800-344-2666
Narcotics Anonymous	1-818-773-9999
AL-ANON Family Group Headquarters	1-800-356-9996
Child Help's - National Child Abuse Hot Line	1-800-422-4453
M.A.D.D.	1-800-438-6233
S.A.D.D.	1-508-481-3568
Families Anonymous	1-800-736-9805
Florida Alcohol and Drug Abuse Association	1-850-878-2196
National Runaway Switchboard	1-800-621-4000
National Institute on Drug Abuse (NIDA)	1-301-443-1124
National Suicide Prevention Lifeline	1-800-273-8255
National Council on Alcoholism & Drug Dependence Hope line	1-800-622-2255
National Clearing House for Alcohol & Drug Information	1-800-729-6686

Employees may also speak with the Magellan Behavioral Health, the Employer's Employee Assistance Program (EAP) by calling 1-800-424-4039 for more information.



## ATTACHMENT C

### NOTIFICATION OF POSITIVE TEST RESULTS

#### Employee

Dear (Employee's Name):

This is to inform you that you have tested positive on your recent (describe type of) test. Your (urine or blood) was tested and confirmed by the laboratory to insure the accuracy of the test. You have (5) working days to contest or explain the test result to the City of Satellite Beach.

In accordance with our Drug-Free Workplace Policy, which was distributed to all employees, you are hereby (state disciplinary action). If you were injured on the job, you have forfeited your medical and indemnity benefits under the Florida Workers' Compensation Act.

You also have the right to appeal this decision to the City of Satellite Beach as well as to take any administrative or legal challenge to this decision. This includes the right, within the next 180 days, to have a portion of the sample retested, at your expense, at another qualified laboratory chosen by you.

Sincerely,

Human Resources

## ATTACHMENT D

### Over-the-Counter and Prescription Drugs That Could Alter or Affect the Outcome of a Drug Test<sup>1\*</sup>

#### **Alcohol:**

All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof)

#### **Amphetamines:**

Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastine

#### **Cannabinoids (marijuana):**

Marinol (Dronabinol, THC)

#### **Cocaine:**

Cocaine HCl topical solution (Roxanne)

#### **Phencyclidine**

Not legal by prescription

#### **Methaqualone**

Not legal by prescription

#### **Opiates:**

Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Emprin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.

#### **Barbituates:**

Phenobarbitol, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebral, Butabarbital, Butalbital, Phenrinin, Triad, etc.

#### **Benzodiazepines:**

Ativan, Azene, Clonopin, dalmine, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax

#### **Methadone:**

Dolphine, Metadose

#### **Propoxyphene:**

Darvocet, Darvon N, Dolene, etc.

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<sup>1</sup> \*Due to the large number of obscure brand names and constant marketing of new products, this list cannot and is not intended to be all-inclusive. If you are being given this list as preparation for a drug or alcohol test, it is imperative for you to bring a picture ID with you to the collection site and to report to the testing technician any prescribed or over the counter medications you have taken during the past thirty days.





#10  
6-15-16

# **AGENDA**

## **CITY COUNCIL PROPOSED REGULAR MEETING**

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

**JULY 6, 2016  
7:00 P.M.**

1. **CALL TO ORDER BY MAYOR CATINO**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE LED BY COUNCILWOMAN GOTT**
3. **CITIZEN COMMENTS**
4. **CITY COUNCIL COMMENTS**
5. **CITY MANAGER REPORT**
6. **DISCUSS/TAKE ACTION ON QUENTIN L. HAMPTON ASSOCIATES CONCEPTUAL ENGINEERING DESIGN FOR CIVIC CENTER RENOVATIONS**
7. **DISCUSS/TAKE ACTION ON AN ORDINANCE AMENDING THE CITY CHARTER**
8. **DISCUSS/TAKE ACTION ON AN ORDINANCE AMENDING THE CITY BOARDS HANDBOOK TO ADD THE SUSTAINABILITY BOARD**
9. **DISCUSS/TAKE ACTION ON AN ORDINANCE AMENDING THE POLICE OFFICERS AND FIREFIGHTERS RETIREMENT PLAN AND TRUST REGARDING 175/185 FUNDING**
10. **PUBLIC HEARING:**

**DISCUSS/TAKE ACTION ON ORDINANCE NO. 1119, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SECTIONS 30-416(b) AND 30-416(d), SATELLITE BEACH CITY CODE, TO CHANGE SELF-STORAGE FACILITIES FROM PROHIBITED USES TO ALLOWED USES, WITH**

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.

**RESTRICTIONS, IN THE CITY'S "C-COMMERCIAL" ZONING DISTRICT; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE (SECOND READING)**

- 11. DISCUSS/TAKE ACTION ON AN ORDINANCE AMENDING THE CITY CODE REGARDING SOLID WASTE SERVICES**
- 12. AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING**
- 13. APPOINTMENT TO BOARDS**
- 14. ADOPTION OF MINUTES:**

#1.1  
6-15-16

**CITY COUNCIL REGULAR MEETING  
MINUTES  
MAY 18, 2016**

Pursuant to Public Notice, Mayor Frank Catino convened a regular meeting of the City Council on Wednesday, May 18, 2016, at 7:00 p.m., in the Council Chamber. Those present were Mayor Frank Catino, Vice-Mayor Mark Brimer, Councilwoman Lorraine Gott, Councilman Dominick Montanaro, Councilman Steve Osmer, City Attorney James Beadle, City Manager Courtney Barker, and City Clerk Leonor Olexa.

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

**(TIME: 7:01) PRESENTATION OF PROCLAMATION RECOGNIZING MAY 15-21, 2016, AS "EMERGENCY MEDICAL SERVICES WEEK"**

Vice-Mayor Brimer read the proclamation and presented it to Fire Commander Dave Abernathy. Council thanked the Fire Department for their exceptional service to the community.

**(TIME: 7:03) CITIZEN COMMENTS**

No public comments.

**(TIME: 7:04) CITY COUNCIL COMMENTS**

Councilman Osmer attended the Town Hall meetings and commented on the good input/questions received from the residents.

Vice-Mayor Brimer attended the Town Hall meeting and thanked staff for their efforts.

Councilwoman Gott thanked City Manager Barker and Information Specialist Adam Schultz for their efforts in resolving the sound system issues at the Town Hall meetings.

Councilman Montanaro attended the National Day of Prayer, the Town Hall meetings, the Citizens Police Academy graduation, and the Honor Flight send-off for 25 veterans who went to Washington DC; of the 25, 21 are WWII veterans and 4 served in the Korean War. He thanked Brigadier General Wayne Monteith for partnering with the City in P4 Initiative projects.

Mayor Catino attended the National Day of Prayer, the Town Hall meetings, and the Citizens Police Academy graduation, where he received a lot of positive feedback from participants.

**(TIME: 7:08) CITY MANAGER REPORT**

City Manager Barker reported on the following: Police Athletic League Mini-Bunko Night, Recreation Department/Satellite Beach Library *Storywalk*, Sea Turtle Preservation Society's sea turtle walks, the upcoming Annual 21-Day Salute to the Flag, appreciation letters received for the Fire Department, the *Beachcaster*, Cinnamon Park playground equipment replacement, and schools to be out soon for the summer. She also commented on the City Manager evaluation.

**(TIME: 7:11) APPROVE THE BUDGET CALENDAR FOR FY 2016-2017**

City Manager Barker presented the Budget Calendar for FY 2016-2017.

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

**ACTION:** Councilman Montanaro MOVED, SECOND by Vice-Mayor Brimer, to approve the Budget Calendar for FY 2016-2017. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:13) DISCUSS/TAKE ACTION ON AN AGREEMENT BETWEEN THE CITY OF SATELLITE BEACH AND WASTE MANAGEMENT FOR SOLID WASTE SERVICES (RFP NO. 15/16-03)**

City Manager Barker reported that two proposals were received for solid waste services, an evaluation committee recommended entering into negotiations with Waste Management, Inc. of Florida (WM), and staff has worked with RCG Consulting, Inc. to negotiate a contract. Assistant City Manager Suzanne Sherman presented the negotiation results, including a letter from the Mayor describing service enhancements and a packet of information from WM to be mailed to all residents. An amended contract was provided at the meeting, and City Manager Barker discussed the amendments. Council discussed the contract and thanked staff, David Schechter and Michael Chase (resident members of the evaluation committee), and Waste Management.

**(Time: 7:39)** The following Satellite Beach resident addressed Council: Joanne Regan.

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

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Montanaro, to authorize the City Manager to sign the amended Solid Waste Contract with Waste Management Inc. of Florida. VOTE: ALL YES. MOTION CARRIED.

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Montanaro, to approve the letter going out with the Mayor's signature. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:45) DISCUSS/TAKE ACTION ON THE RESULTS OF A REQUEST FOR PROPOSALS FOR SKATE PARK IMPROVEMENTS (RFP NO. 15/16-04)**

City Manager Barker reported that only one contractor attended the mandatory meeting and submitted a proposal in response to the RFP for Skate Park improvements. The evaluation committee and City Engineer David King reviewed the proposal and recommended the selection of Team Pain. Council discussed the project.

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

**ACTION:** Councilman Montanaro MOVED, SECOND by Councilman Osmer, to approve the Skate Park Evaluation Committee's recommendation to select Team Pain as the contractor for the Skate Park renovations and authorize the City Manager to enter into negotiations. Councilman Montanaro MOVED to amend his motion, SECOND by Councilman Osmer, to also retain the evaluation committee members as advisors throughout project design. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:53) DISCUSS/TAKE ACTION ON THE REPLACEMENT OF THE FIRE DEPARTMENT'S ALL TERRAIN VEHICLE (ATV) UNIT**

City Manager Barker stated that the Fire Department's ATV used for water rescues has significant corrosion on the metal frame and is unusable. Staff has obtained three quotes and recommends a purchase from Route 1 Motorsports. Council and Fire Commander Dave Abernathy discussed ATV maintenance and the corrosion caused by environmental salt.

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

**ACTION:** Councilman Montanaro MOVED, SECOND by Councilman Osmer, to authorize the purchase of an All-Terrain Vehicle unit from Route 1 Motorsports in the amount of \$11,500 to

come from the Fund Balance of the Capital Assets Fund. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:56) DISCUSS/TAKE ACTION ON RESOLUTION NO. 969, A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, SUPPORTING THE INITIATIVE OF THE SPACE COAST AND TREASURE COAST REGIONAL LEAGUE OF CITIES 'INDIAN RIVER LAGOON REGIONAL COMPACT; ONE LAGOON-ONE COMMUNITY-ONE VOICE'; AND PROVIDING FOR AN EFFECTIVE DATE**

City Attorney Beadle read Resolution No. 969 by title. Councilman Montanaro stated that Volusia League of Cities will be joining this Compact.

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

**ACTION:** Councilwoman Gott MOVED, SECOND by Vice-Mayor Brimer, to adopt Resolution No. 969. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:58) AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING**

Council discussed agenda items for the next regular Council meeting and Councilwoman Gott requested the following additions: the revised City Manager Evaluation Form, increasing Sustainability Board membership, and establishing a process to recognize long-standing board members. Councilman Montanaro stated he will be unable to attend the next meeting.

**(TIME: 7:59) ADOPTION OF MINUTES: MAY 4, 2016, WORKSHOP MEETING AND MAY 4, 2016, REGULAR MEETING**

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

Mayor Catino adjourned the meeting at 8:01 p.m.

Leonor Olexa, CMC  
City Clerk

**CITY COUNCIL WORKSHOP MEETING  
UNAPPROVED MINUTES  
JUNE 1, 2016**

Pursuant to Public Notice, Mayor Frank Catino convened a workshop meeting of the City Council on Wednesday, June 1, 2016, at 6:45 p.m., in the Council Chamber. Those present were Mayor Frank Catino, Vice-Mayor Mark Brimer, Councilwoman Lorraine Gott, Councilman Steve Osmer, City Manager Courtney Barker, and City Clerk Leonor Olexa. Councilman Dominick Montanaro was absent.

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

Council interviewed board applicants Amy Niemann and Margie Solliday.

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

Mayor Catino adjourned the meeting at 7:01 p.m.

Leonor Olexa, CMC  
City Clerk

**CITY COUNCIL REGULAR MEETING  
UNAPPROVED MINUTES  
JUNE 1, 2016**

Pursuant to Public Notice, Mayor Frank Catino convened a regular meeting of the City Council on Wednesday, June 1, 2016, at 7:05 p.m., in the Council Chamber. Those present were Mayor Frank Catino, Vice-Mayor Mark Brimer, Councilwoman Lorraine Gott, Councilman Steve Osmer, City Attorney James Beadle, City Manager Courtney Barker, and City Clerk Leonor Olexa. Councilman Dominick Montanaro was absent.

Mayor Catino led a moment of silence and the Pledge of Allegiance.

**(TIME: 7:06) CITIZEN COMMENTS**

No public comments.

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

Councilman Osmer thanked the Fire Department for their services over the Memorial Day weekend.

Vice-Mayor Brimer apologized for missing recent meetings due to a heavy workload.

Mayor Catino met with a group of scientist where new technologies were discussed and commented on the (natural) products that could provide improvements to the Lagoon.

**(TIME: 7:08) CITY MANAGER REPORT**

City Manager Barker reported on the following: 55+ Club Annual Summer Picnic; Satellite High School's Family Fun Swim Nights; a meeting with Biowish Technologies on a product that may reduce nutrient loads; appreciation letters received for the Police Department, and for the City's participation in the Annual National Day of Prayer. She also reported that she and Assistant City Manager will be attending a conference in Orlando on June 2-3, 2016.

Fire Chief Don Hughes reported on a Fire Truck Pull Competition that raised \$2,188 for the American Cancer Society.

**(TIME: 7:18) DISCUSS/TAKE ACTION ON SUSTAINABILITY BOARD RECOMMENDATION TO AMEND CODE SECTIONS CONFLICTING WITH SUSTAINABLE PRACTICES**

Building Official John Stone stated the City has an interest in the health of the Indian River Lagoon (IRL). He described sections of the City Code that are in conflict with sustainability practices and recommended the addition of xeriscaping and "Florida Friendly" landscaping; the use of swales for runoff retention; rain barrels; impervious surfaces; and non-ad valorem incentives when property owners mitigate impacts to the IRL. He further stated the appropriate boards would review and provide input/recommendations. Council discussed staff drafting an ordinance to bring back for consideration.

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

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Osmer, to direct staff to draft an ordinance amending code sections which conflict with sustainability practices. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:23) DISCUSS/TAKE ACTION ON THE SCHOOL RESOURCE OFFICER CONTRACT RENEWAL**

Police Chief Jeff Pearson reported on the School Resource Officer Contract which includes reimbursement of \$32,500 per officer and the addition of a public records retention clause. Council thanked the school resource officers for providing a great service.

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

**ACTION:** Vice-Mayor Brimer MOVED, SECOND by Councilman Osmer, to authorize the City Manager to approve FY 16/17 School Resource Officer contract renewal. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:25) DISCUSS/TAKE ACTION ON STREET SWEEPING AGREEMENT BETWEEN THE CITY OF SATELLITE BEACH AND USA SERVICES OF FLORIDA, INC.**

City Manager Barker reported on the new street sweeping contract that provides for quarterly services citywide, and includes the Montecito subdivision and City properties including Pelican Beach Park, the Police and Public Works Departments, and City Hall. Council discussed the contract and the addition of the Montecito subdivision.

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

**ACTION:** Councilman Osmer MOVED, SECOND by Vice-Mayor Brimer, to authorize the City Manager to sign the street sweeping contract with USA Services of Florida, Inc. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:28) DISCUSS/TAKE ACTION ON THE RECOMMENDATION TO WITHDRAW FROM THE AGREEMENT WITH BREVARD COUNTY FIRE RESCUE FOR THE SHARED USE OF A COUNTY LADDER TRUCK**

City Manager Barker addressed the Amendment to the Automatic Aid Agreement with Brevard County (ladder truck) and that the continuation of the partnership has been called into question by Brevard County and the Clerk of Court. She stated that this has created uncertainty regarding this Agreement, and discussed the City's ability to maintain the Fire Department's ISO rating and adequately plan for capital needs. Council discussed the City needing certainty in fire service provision, and discussed that existing agreements would still require the County to provide a ladder truck to service the barrier island. Fire Chief Don Hughes also commented on the situation. City Attorney Beadle addressed the termination provisions of the Automatic Aid Agreement and subsequent Amendment Agreement.

**ACTION:** Councilwoman Gott MOVED, SECOND by Vice-Mayor Brimer, to authorize the City Manager to give notice to Brevard County that the City of Satellite Beach wishes to withdraw from the May 2013 Amendment to the Automatic Aid Agreement regarding the use of the County ladder truck.

**(Time: 7:41)** The following Satellite Beach residents addressed Council: John Fergus and Gabe Feindt.

Councilwoman Gott MOVED, to amend her motion on the advice of the City Attorney, SECOND by Vice-Mayor Brimer, to authorize the City Manager to notify Brevard County that the City wishes to withdraw from the Automatic Aid Agreement as amended in March (May) 2013. Council discussed the Amended Automatic Aid Agreement and the Mutual Aid Agreement. Fire Chief Hughes stated the County-wide Mutual Aid Agreement between all of the cities with the

County for response. The Amended Automatic Aid Agreement is specific with the County and the City. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:46) DISCUSS/TAKE ACTION ON REUSABLE BAG INITIATIVE FOR THE CITY OF SATELLITE BEACH IN PARTNERSHIP WITH THE SURFRIDER FOUNDATION**

Sustainability Board Member and Surfrider Foundation representative Josh Pause and City Manager Barker discussed the initiative, including efforts to: educate/increase awareness of the hazards of plastic bags; promote the use of reusable bags; introduce the function of the Sustainability Board; and set up a kiosk at the David R. Schechter Community Center. The Surfrider Foundation, the Sustainability Board, and the City would partner in this endeavor, and would seek partnerships with the Satellite Beach Woman's Club, the Lions Club and Publix. Council discussed the importance of this community initiative.

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

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Osmer, to approve the Reusable Bag Initiative with Surfrider Foundation and allocate \$5,000 from the Recycling Trust Fund. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:56) DISCUSS/TAKE ACTION ON "LOVE OUR LAGOON" SIGN CAMPAIGN IN PARTNERSHIP WITH ANGLERS FOR CONSERVATION**

Mike Coneen, Executive Director of Anglers for Conservation, presented a proto-type sign for the "Love Our Lagoon" campaign, and stated the goal of the campaign is to partner with sponsors to provide community education and to reduce pollution runoff from entering into the Lagoon. City Manager Barker stated the Sustainability Board logo would be placed on City sponsored signs and recommended the City's participation. Council discussed the importance of improving the health of the Lagoon and agreed with sponsoring signs for distribution. Mayor Catino stated he serves on the Anglers for Conservation Board, however, does not have any financial gain from serving on this Board.

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

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Osmer, to approve the partnership with Anglers for Conservation to sponsorship the "Love Our Lagoon" sign campaign and provide \$3,000 to come from the Recycling Trust Fund. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 8:07) DISCUSS/PROVIDE DIRECTION ON RECOGNITION OF LONG-STANDING BOARD MEMBERS**

City Manager Barker requested approval to hold an annual appreciation luncheon for long-standing board members. Council discussed setting a date, and agreed, by consensus, to move forward with this event.

**(TIME: 8:11) DISCUSS/TAKE ACTION ON REVISED CITY MANAGER EVALUATION FORM**

Councilwoman Gott detailed the changes to the City Manager Evaluation Form. Council and City Manager Barker discussed the process/policy for completing the City Manager Evaluation Form as well as the rebuttal process.

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

**ACTION:** Vice-Mayor Brimer MOVED, SECOND by Councilman Osmer, to approve the revised City Manager Evaluation Form. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 8:21) REQUEST FROM THE CITY ATTORNEY TO REOPEN DISCUSSION ON AGENDA ITEM #9 - DISCUSS/TAKE ACTION ON THE RECOMMENDATION TO WITHDRAW FROM THE AGREEMENT WITH BREVARD COUNTY FIRE RESCUE FOR THE SHARED USE OF A COUNTY LADDER TRUCK**

City Attorney Beadle requested to discuss Agenda Item #9. Council concurred. City Attorney Beadle stated he misunderstood the context of the Automatic Aid Agreement Amendment. He referenced Fire Chief Hughes' statement that the underlying Automatic Aid Agreement would still be in place after the Amendment, and recommended Council further amend the motion as the previous amended motion was not in line with the City's intent.

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

**ACTION:** Councilwoman Gott MOVED, to reconsider the motion and amend the motion, SECOND by Vice-Mayor Brimer, to authorize the City Manager to notify Brevard County that the City wishes to withdraw from the Ladder Agreement. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 8:24) AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING**

Council discussed agenda items for the next regular Council meeting.

**(TIME: 8:24) APPOINTMENT TO BOARDS**

**ACTION:** Vice-Mayor Brimer MOVED, SECOND by Councilman Osmer, to appoint Margie Solliday to serve as an alternate member on the Library Board, term ending June 1, 2019; and to appoint Amy Niemann to serve as a primary member on the Beautification Board, term ending June 1, 2019. VOTE: ALL YES. MOTION CARRIED.

Councilwoman Gott stated that Board of Adjustment Member Leslie Castaldi resigned in order to serve as a General Magistrate in the Eighteenth Judicial Circuit in Brevard County. She expressed appreciation for Chair Castaldi's services and recommended the City present her with a plaque. Council concurred.

**(TIME: 8:25) ADOPTION OF MINUTES: MAY 18, 2016, REGULAR MEETING**

City Manager Barker requested to postpone the minutes until the next meeting.

Mayor Catino adjourned the meeting at 8:26 p.m.

Leonor Olexa, CMC  
City Clerk

May '16

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

City of Satellite Beach

# June 2016

July '16

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			<b>1</b> 6:00 p.m. CRA 6:45 p.m. Workshop 7:00 p.m. City Council	<b>2</b>	<b>3</b> CANCELLED Beautification	<b>4</b>
<b>5</b>	<b>6</b> 7:00 p.m. BOA	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
<b>12</b>	<b>13</b> 4:30 p.m. South Beaches Coalition 7:00 p.m. SCLC	<b>14</b> CANCELLED Recreation	<b>15</b> 7:00 p.m. City Council	<b>16</b> 7:00 p.m. CRAAB	<b>17</b>	<b>18</b>
<b>19</b>	<b>20</b> 7:00 p.m. PZAB	<b>21</b> 6:00 p.m. Samsons	<b>22</b> 7:00 p.m. Sustainability Board	<b>23</b>	<b>24</b>	<b>25</b>
<b>26</b>	<b>27</b> CANCELLED CPAB	<b>28</b> CANCELLED CEB	<b>29</b>	<b>30</b>		

**June '16**

S	M	T	W	Th	F	Sa
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19	20	21	22	23	24	25
26	27	28	29	30		

# City of Satellite Beach

# July 2016

**August '16**

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					<b>1</b> 9:00 a.m. Beautification	<b>2</b>
<b>3</b>	<b>4</b> Independence Day  HOLIDAY CANCELLED BOA	<b>5</b>	<b>6</b> 6:00 p.m. CRA 7:00 p.m. City Council	<b>7</b>	<b>8</b>	<b>9</b>
<b>10</b>	<b>11</b> 4:30 p.m. South Beaches Coalition 7:00 p.m. SCLC	<b>12</b> 6:00 p.m. Library 6:15 p.m. Recreation	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>
<b>17</b>	<b>18</b> CANCELLED PZAB	<b>19</b> 6:00 p.m. Samsons	<b>20</b> 7:00 p.m. City Council	<b>21</b> CANCELLED CRAAB	<b>22</b>	<b>23</b>
<b>24</b>	<b>25</b> CANCELLED CPAB	<b>26</b> CANCELLED CEB	<b>27</b> 7:00 p.m. Sustainability Board	<b>28</b> 7:00 p.m. City Council Special Meeting	<b>29</b>	<b>30</b>
<b>31</b>						