

# CITY OF SATELLITE BEACH

CITY COUNCIL  
JULY 1, 2015

REGULAR MEETING  
7:00 P.M.



**CITY OF SATELLITE BEACH, FLORIDA**

---

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



INCORPORATED 1957

# **AGENDA**

## **CITY COUNCIL REGULAR MEETING**

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

**JULY 1, 2015  
7:00 P.M.**

1. **CALL TO ORDER BY MAYOR CATINO**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE LED BY COUNCILMAN OSMER**
3. **RECOGNITION BY THE SATELLITE HIGH SCHOOL ROBOTICS PROGRAM TO CITY COUNCIL**
4. **RECOGNITION OF THE SATELLITE BEACH LION'S CLUB DONATIONS FOR THE CASSIA BOULEVARD BENCHES**
5. **CITIZEN COMMENTS**
6. **CITY COUNCIL COMMENTS**
7. **CITY MANAGER REPORT**
8. **PRESENTATION BY ARCHITECT DAVID GODWIN ON MIXED-USE**
9. **DISCUSS/TAKE ACTION ON ORDINANCE NO. 1103, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, DELETING THE TOWN CENTER MIXED-USE DISTRICT AND ALLOWING MIXED-USE AS AN ACCESSORY USE IN THE COMMERCIAL ZONING DISTRICT, REVISING THE FUTURE LAND USE MAP AND AMENDING THE FUTURE LAND USE ELEMENT OF THE 1998 COMPREHENSIVE PLAN, AS AMENDED, OCTOBER 1, 2014, BASED ON THE CITY'S**

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





# City Manager's Report

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

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The City of Indian Harbour Beach will have an all-day long **"City Birthday" (60 Years) Celebration** on **June 27, 2015 at Gleason Park**. The event is aptly named "Shark in the Park" and will have a 5K, bike decorating contest, and bounce houses, face painting and more.

## Informational Items:

1. The City held a meeting on June 24, 2015 with residents located between Jackson Avenue and Park Avenue to discuss the impending improvements to Roosevelt Avenue. We had many appreciative residents that are looking forward to Roosevelt Avenue's reconstruction. Additionally, we received comments from Park Avenue residents with concerns that this roadway is not being completed with this year's funding. We are in the process of drafting a letter to the residents of Park Avenue and we may be scheduling a meeting with the Park Avenue residents to hear their concerns.
2. The first Green Committee meeting will be held on June 29, 2015 at 6pm at City Hall Council Chambers.
3. We have received a thank you letter from the United Way regarding our recent fundraising campaign participation, and more specifically, thanking our Assistant Finance Director, Christine Fain for managing the campaign for the City.
4. We have received a thank you letter regarding two of our officers for assisting a resident.

## Action Items:

1. The Brevard County School District had accepted the Educational Impact Fee Benefit District Committee's recommendation to reduce the Benefit Impact Fee Districts from four to two and increase the fee to approximately \$6,000 for a single-family house. I have drafted a letter of support to the County Commission for this proposal for Council's approval in advance of the County's workshop in July regarding Impact Fees. Please see the attached documents.

**United Way of Brevard**

937 Dixon Blvd,  
Cocoa, FL 32922  
321.631.2740

**LIVE UNITED**



June 18, 2015

City of Satellite Beach  
Courtney Barker  
565 Cassia Blvd.  
Satellite Beach, FL 32937

Dear Ms. Barker:

Our most recent United Way Community Campaign wrapped up in March raising \$6.3M. We are incredibly grateful to you and your team for being part of our campaign success, and appreciate Christine Fain for serving as your Employee Campaign Manager.

Our commitment to you is to report back on how your United Way is making a difference. Please find enclosed our Community Impact schedule which delineates the impact, including leverage, of funds we received.

Please call if you have any questions regarding the enclosures or about our United Way. Thank you again for your continued support of our community.

Sincerely,

Robert R. Rains  
President

# LIVE UNITED



## 2014 - 2015 BOARD OF DIRECTORS

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Harlan Property Development

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City of Melbourne

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Tom Molnar  
Community Volunteer

Mark Nappi  
ESC Program Manager  
QinetiQ-NA

Larry Ostarly  
KSC VP and General Manager  
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Megan Patel  
Community Volunteer

Debbie Pavlakos  
Regional VP/Brevard County  
TD Bank

Claudie Pouncey  
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Space Coast AFL-CIO

Therin Protze  
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Manager, Space Coast Division  
APT Research

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Florida Power & Light Company

Dixie Sansom  
Partner  
Dixie Sansom Consulting

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Florida Tech

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Publix Super Markets

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Sorensen Moving and Storage Co., Inc

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Canaveral Port Authority

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Economic Development Commission of  
Florida's Space Coast

Stockton Whitten  
Brevard County Manager  
Brevard County Board of County Commissioners

Spence Wickham  
President  
IAP Worldwide Services, Inc.

Michael H. Williams  
President  
M.H. Williams Construction Group

*NASA Liaison*  
Dicksey Chrostowski  
Chief, Event Mgmt. & Guest Opns.  
NASA

# 2015 Community Impact - Funding

Community Funding	2015-2016 Program Funding	2015-2016 Designations*	2015-2016 Total	2015-2016 Leverage	2015-2016 United Way Community Impact
211 Brevard	180,000	8,843	188,843	630,000	818,843
Aging Matters in Brevard	254,250	13,481	267,731	1,899,750	2,167,481
American Red Cross	122,000	5,056	127,056		127,056
AMI Kids Space Coast	58,348	6,941	65,289		65,289
Big Brothers Big Sisters - Brevard Chapter	92,800	5,772	98,572		98,572
Boy Scouts of Central Florida - Brevard Chapter	18,500	15,252	33,752		33,752
Boys and Girls Clubs of Central Florida - Brevard Chapter	152,200	8,367	160,567		160,567
Brevard Achievement Center	135,000	13,413	148,413		148,413
Brevard Alzheimer's Foundation	84,000	21,189	105,189	504,000	609,189
Brevard County Legal Aid	45,000	2,796	47,796	135,000	182,796
Brevard Neighborhood Development Coalition	40,000	19,258	59,258		59,258
Brevard Rescue Mission	19,000	7,839	26,839		26,839
Bridges	96,000	6,771	102,771		102,771
Catholic Charities	35,000	37,213	72,213		72,213
Central Brevard Sharing Center	175,000	17,196	192,196		192,196
Central Florida YMCA - Brevard Chapter	30,000	3,328	33,328		33,328
Children's Advocacy Center	48,000	38,050	86,050	72,000	158,050
The Children's Center	33,000	2,346	35,346	33,000	68,346
Children's Home Society	52,516	7,609	60,125		60,125
Club Esteem	44,000	5,906	49,906		49,906
Crosswinds Youth Services	66,136	8,840	74,976	396,816	471,792
Early Learning Coalition	265,000	6,310	271,310	4,505,000	4,776,310
Family Counseling Center	115,000	3,063	118,063		118,063
Girl Scouts of Citrus Council - Brevard Chapter	19,981	3,656	23,637		23,637
Grandparents Raising Grandchildren	19,750	6,443	26,193	39,500	65,693
The Haven for Children	18,000	27,104	45,104		45,104
Housing for Homeless and Veterans Services Program	43,724	11,512	55,236	99,862	155,098
Links of Hope	22,000	990	22,990	66,000	88,990
National Veterans Homeless Support	34,674	17,965	52,639		52,639
North Brevard Charities Sharing Center	135,802	4,959	140,761	135,802	276,563
Project Response	38,000	2,810	40,810		40,810
The Salvation Army - Domestic Violence Shelter	53,000	988	53,988	132,500	186,488
The Salvation Army - North/Central Brevard Corps	41,204	7,789	48,993	3,060	52,053
The Salvation Army - South Brevard Corps	101,000	11,293	112,293		112,293
Second Harvest Food Bank - Brevard Chapter	82,000	17,548	99,548		99,548
Serene Harbor	52,000	18,121	70,121	156,000	226,121
South Brevard Sharing Center	40,000	11,884	51,884		51,884
Space Coast Early Intervention Center	49,000	15,848	64,848		64,848
STEPS - Specialized Treatment, Education and Prevention Services	35,500	1,386	36,886	8,875	45,761
The Women's Center	96,000	20,899	116,899	225,736	342,635
<b>United Way of Brevard</b>					
<b>Education</b> ( <i>myON, Summer Reading Loss Prevention</i> )	123,150	16,178	139,328		139,328
Rolling Readers	10,000	5,821	15,821		15,821
Literacy for Adults in Brevard	9,000	367	9,367		9,367
Junior Achievement	9,000	6,854	15,854		15,854
Girls on the Run	1,500	-	1,500		1,500
<b>Income</b>	6,573	-	6,573		6,573
EITC and Financial Education	49,448	21,500	70,948	3,100,000	3,170,948
Benefits Connections	24,000	-	24,000	1,700,000	1,724,000
Housing Opportunities for Persons with Aids (HOPWA)	480,212	-	480,212		480,212
<b>Health</b>	173,736		173,736		173,736
United Way Healthy Families	863,000	214	863,214		863,214
Hunger	77,350	86,213	163,563		163,563
The Children's Hunger Project	12,000	20,728	32,728		32,728
Feed and Read Program	8,000	1,173	9,173		9,173
<b>Other United Way Programs/Community Services</b>	601,410	93,075	694,485		694,485
Gifts in Kind (donated items such as personal goods)	642,000	-	642,000		642,000
Special Emergency Fund	10,000	5,000	15,000		15,000
Emergency Food and Shelter Program (EFSP)	72,989		72,989		72,989
	<b>6,215,753</b>	<b>703,155</b>	<b>6,918,908</b>	<b>13,842,901</b>	<b>20,761,809</b>

Designations to other not for profits\*

439,521

**TOTAL COMMUNITY IMPACT**

**21,201,330**

United Way of Brevard  
www.uwbrevard.org



June 10, 2015

City of Satellite Beach  
Chief of Police Jeff Pearson  
565 Cassia Blvd  
Satellite Beach, FL 32937

Dear Chief Pearson:

Yesterday, Tuesday June 9, 2015, I was returning from a fire rotation by Tesla on my all electric Tesla. My on board computer said I had 93 miles energy to cover the 72 mile trip, which I thought would be enough for a safe trip.

Those numbers kept getting closer until energy reached "0" as I turned off South Patrick on my street. After my turn on Coach Rd I thought, "I'm going to make it." I already had the warning, "Recharge NOW." Then the alert - - "Shutting Down," which it promptly proceeded to do. I rolled to a stop directly in front of my 409 Coach residence.

My charging cable would not reach the port, so I tried pushing it, after figuring out how to get it out of park in a power OFF configuration, which brings me to the reason for this letter.

Sorry I did not note the officers' name or the helper he called, but these two fine young officers pushed the Tesla into the garage and I was able to revive it. I am very appreciative for there help and kind words, as I was trying to do what they did, in an embarrassed and excited state. At my age, 83 years old, I guess I should not be pushing my car. Please give them a pat on the back for me.

Thank you,

  
William R. Wilkins

July 1, 2015

The Honorable Robin Fisher, Chairman  
Brevard County Board of County Commissioners  
2725 Judge Fran Jamieson Way,  
Viera, FL 32940

Dear Commissioner Fisher:

The City of Satellite Beach would like to express our support for the Brevard County School District's proposal to amend the Educational Impact Fee Benefit Districts from four districts to two districts and to increase the fees to approximately \$6,000 per single-family unit.

It is clear that the School District is struggling with overcrowded schools in the rapidly growing areas of West Melbourne and Viera. Additionally, it is also clear that the cost of constructing student stations has also increased since the Educational Impact Fees were first established in 2004. According to the recent impact fee study conducted by Tindale Oliver (March 3, 2015), the full calculated rate for a single-family home is actually \$10,193, which is 124% higher than the adopted impact fee rate of \$4,445.

The shape of our County presents many challenges with funding, particularly for the School District. Since there is capacity in the north area of our County, the State will not provide funding for new schools since there is "district capacity." However, the School District cannot access the capacity in the north area to relieve the south area due to very long shape of our County. Therefore, the Educational Impact Fee is the only funding source for new student stations.

The City of Satellite Beach agrees with the Educational Impact Fee Benefit District Committee's recommendation that the two-district option will provide better funding flexibility to the School Board. The two-district option for the School District also continues to recognize the length of County and differing needs of the north and south ends of the County.

The educational impact fees need to be adjusted to account for the increased costs since the adoption of the impact fees over ten years ago. The School District's proposal provides you with a reasonable funding amount that is significantly less than the actual recommended cost provided in the Study.

Therefore, City believes that the School District's recommendation provides a clear solution to capacity shortfall in West Melbourne and Viera, and also provides you with a reasonable recommendation for an Educational Impact Fee increase that will account for increased costs but is significantly less than the Study's recommendation.

Respectfully,

Frank Catino  
Mayor

# School Board of Brevard County

2700 Judge Fran Jamieson Way • Viera, FL 32940-6699

Brian T. Binggeli, Ed.D., Superintendent



June 22, 2015

Stockton Whitten, Brevard County Manager  
Brevard County Government Offices,  
2725 Judge Fran Jamieson Way, Building C  
Viera, FL 32941

## **RE: Alternate Request to Modify Educational Facilities Impact Fee Benefit Districts**

Dear Mr. Whitten:

On April 23, 2015 I wrote to you to request that the County Commissioners consider implementation of the new impact fee schedule and the single, county-wide benefit district for Educational Facilities Impact Fees recommended by Tindale Oliver in their 2015 Brevard County Impact Fee Update Study. At that time, we recommended a single, county-wide impact fee district.

On May 14, 2015 the Educational Facilities Impact Fee Benefit District Advisory Committees met to discuss the School District's request and consider alternatives. The Advisory Committees recommended that; 1) there be (not less than) two benefit districts; and 2) the impact fee for a single family unit be increased to \$6,000 (with appropriate fee adjustments for the other unit types). Minutes of this meeting are attached for reference (draft/not yet approved by the Advisory Committees).

Subsequent to the meeting, the attached map showing two benefit districts was generated by the Brevard County Planning Department. Although there may be further discussion regarding the proposed boundary in the Viera DRI / Rockledge and the Patrick AFB areas, I believe that this map captures the essence of the Advisory Committees' intent.

Also attached is an analysis for a impact fee increase to generate impact fees in the South District equivalent to the current impact fees for the entire county. Because single family units represent over 90% of the total, the calculated fee increase is based on the single family unit type, with changes for the other two unit types calculated as a consistent ratio (a consistent ratio is required per Steve Swanke). This results in a proposed increase of \$1,453 for single family units (\$4,445 to \$5,898) or 25.27% of the increase recommended by Tindale Oliver. Using a consistent ration of 25.27% of the Tindale Oliver recommendatins for the other two units results in a proposed increase of \$275 for multi-family units (\$2,794 to \$3,069) and a decrease of \$39 for mobile homes (\$2,667 to \$2,628).

**Dane G. Theodore, AIA, CGC**  
Assistant Superintendent / Facilities Services  
Phone: (321) 633-1000 x450 Fax: (321) 633-4646

# School Board of Brevard County

2700 Judge Fran Jamieson Way • Viera, FL 32940-6699

Brian T. Binggeli, Ed.D., Superintendent



As I stated in my original letter, Educational Facilities Impact Fees are the only source of funding for the new schools that are necessary to adequately serve students in the central and south areas of the county. The aggregation of all impact fees in the county (at the current fee schedule) will be required to generate sufficient funds to meet the timeline for the new capacity. The two-benefit district recommendation by the Advisory Committees, with the corresponding impact fee increase recommendations, would achieve the same result.

Because the purpose of the Educational Facilities Impact Fee Benefit District Advisory Committees is to understand the issues related to Educational Facilities Impact Fees and make recommendations to address those issues, I urge the County Commission to give great weight to the Advisory Committees' recommendation during their upcoming deliberations regarding impact fees.

Thank you in advance for your assistance in forwarding this information to the County Commissioners. Please let me if you have any questions or require additional information.

Sincerely,

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

Dane G. Theodore, AIA, CGC  
Assistant Superintendent, Facilities Services

Copy w/ attachments:

School Board Members  
Impact Fee Benefit District Advisory Committee Members  
Dr. Brian Binggeli, Judy Preston  
Steve Swanke (Brevard County Planning & Development)

**Dane G. Theodore, AIA, CGC**  
Assistant Superintendent / Facilities Services  
Phone: (321) 633-1000 x450 Fax: (321) 633-4646



An Equal Opportunity Employer



# MEETING MINUTES

**Date:** June 5, 2015  
**By:** Dane G. Theodore  
**To:** All Educational Facilities Impact Fee Advisory Committee Representatives  
**Via:** E-mail  
**Re:** Special Meeting of the Educational Facilities Impact Fee Advisory Committees

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Meeting Date: May 14, 2015  
Meeting Time: 1:30 PM  
Meeting Location: Room 804B  
Brevard Public Schools Educational Services Facility  
2700 Judge Fran Jamieson Way, Viera, FL

Attending  
Representatives: Robin Sobrino / Brevard County Representative  
Dane Theodore / Brevard Public Schools Representative  
Buzz Pestos / Cape Canaveral Representative  
Steve Belden / Cocoa Representative  
Aphi Fancon / Cocoa Beach Representative  
Mark Ryan / Indian Harbour Beach Representative  
Phil Crews / Malabar Representative  
Cindy Dittmer / Melbourne Representative  
David Henderson / Rockledge Representative  
Courtney Barker / Satellite Beach Representative  
Peggy Busacca / Titusville Representative  
Christy Fischer / West Melbourne Representative

## Items Discussed

- Dane Theodore called the meeting to order at 1:40 PM.
- Mr. Theodore distributed a draft of the minutes of Meeting #10. The final version, with attachments, will be distributed electronically.
- Mr. Theodore discussed the rationale for the School District's request for a single, county-wide Educational Facilities Impact Fee Benefit District. This request was transmitted to the Brevard County Manager in letter form on April 23, 2015, with copies

Dane G. Theodore, AIA, CGC  
Assistant Superintendent / Facilities Services

sent electronically to all Advisory Committee members. Said letter is attached for reference.

- Courtney Barker questioned if a rational nexus could be shown for a county-wide benefit district.
  - David Henderson stated that the Rockledge City Council was 6 to 1 opposed to a single benefit district.
  - Mark Ryan stated that a single benefit district was not good public policy.
  - Steve Belden stated that the Cocoa City Council was generally opposed to the concept of a single benefit district.
  - Phil Crews stated that he was in favor of a single benefit district because it was consistent with the way the School Board operated (county-wide).
- Mr. Theodore distributed the following documents, which are attached for reference:
    - A map of the four (4) current Educational Facilities Impact Fee Benefit Districts.
    - A map showing three (3) proposed benefit districts: North Mainland, South Mainland and Merritt Island/Beaches.
    - An analysis of the increase in Educational Facilities Impact Fees necessary to generate fees in the South Mainland Benefit District equivalent to the fees currently generated in the entire county.
- There was discussion regarding the proposed three (3) benefit districts and increase in fees:
    - Mr. Theodore stated that the proposal for three benefit districts with a small increase in fees was an alternate to the single, county-wide benefit district, achieving the same result for the School District.
    - Mr. Henderson expressed concern that the proposed boundary between the North Mainland and South Mainland divided Rockledge.
    - Mr. Theodore stated that the boundary was proposed at Barnes Blvd. in order to include all of the Viera DRI in the South Mainland Benefit District.
    - Cindy Dittmer stated that Melbourne is divided between two benefit districts in the current plan, which had not cause an issue.
    - Steve Swanke stated that the current benefit districts are defined by section lines and that it would be preferable to continue this methodology.
    - Several committee members expressed concern that the relatively small amount of impact fees generated by the proposed Merritt Island/Beaches Benefit District would never generate enough funds to build new capacity in those areas and suggested that two (2) benefit districts may be more beneficial. It was generally agreed that Merritt Island, Cape Canaveral and Cocoa Beach should be part of the North Benefit District and all of the Beaches south of Cocoa Beach should be part of the south Benefit District.
    - There was discussion about keeping the two existing benefit districts north of Barnes Blvd, but it was agreed that it would be more beneficial to aggregate the relatively small amount of impact fees into one benefit

district to build new capacity when needed, similar to the concept of including Merritt Island and the Beaches in larger benefit districts.

- Mr. Swanke stated that, if the impact fee for a single family unit was adjusted to \$6,000, the other impact fees in the Proposed Fee Adjustment Analysis would have to be revised to maintain the same adjustment ratio to the fees proposed in the study by Tindale Oliver.
  - Mr. Ryan and Mr. Henderson both stated that they would like to see projections of future impact fee revenue.
  - Several committee members expressed a desire to discuss the concept of two (2) benefit districts with an impact fee increase with their respective councils in order for their councils to provide the County Commission with formal input prior to the County Commission workshop on impact fees.
- Mr. Ryan made a motion, seconded by Mr. Henderson. After considerable discussion and revisions, the following motion was approved, with Mr. Crews dissenting:

The Educational Facilities Impact Fee Advisory Committees recommend that:

1. There be no less than two benefit districts;
  2. A map be generated showing two benefit districts for further discussion;
  3. The impact fee for a single family unit be increased to \$6,000 (with appropriate fee adjustments for the other unit types), with a review of the fees in 2020;
  4. Projections of future impact fee collections be provided;
  5. The County Commission delay their workshop on impact fees until July.
- It was agreed that the Committees would convene for another meeting after receiving input from their respective councils and before the County Commission workshop if the workshop was delayed until July.
  - The meeting was adjourned by unanimous consent at approximately 3:15 PM.

**End of Minutes**

Copy with attachments:

Steve Swanke / Brevard County  
Sue Hann / Brevard Public Schools  
David Lindemann / Brevard Public Schools



# **SPECIAL MEETING AGENDA**

## **SCHOOL IMPACT FEE BENEFIT DISTRICT ADVISORY COMMITTEES**

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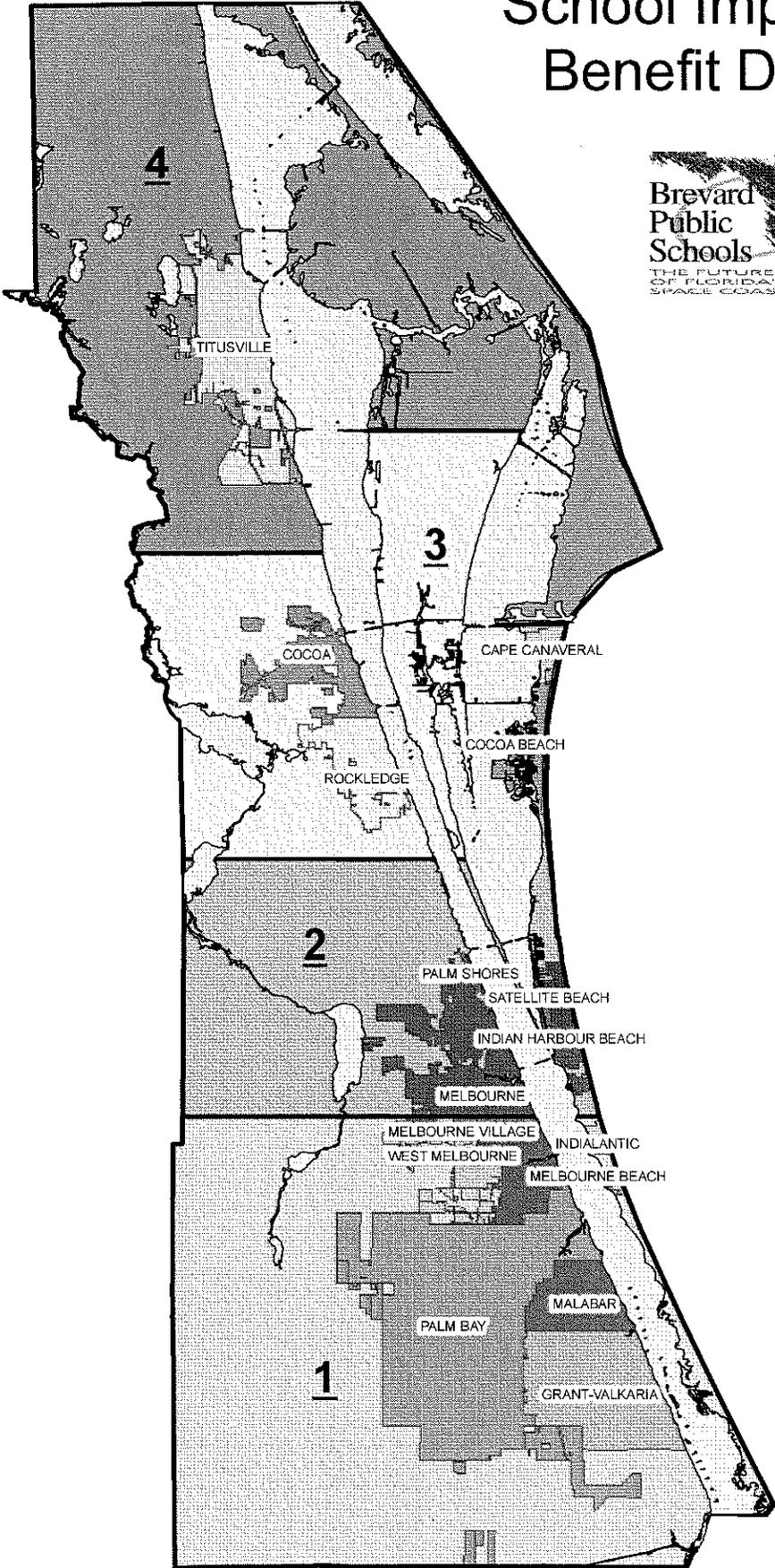
**Meeting Date: May 14, 2015**

**Meeting Time: 1:30 PM**

**Meeting Location: Facilities Conference Room (804B) / ESF**

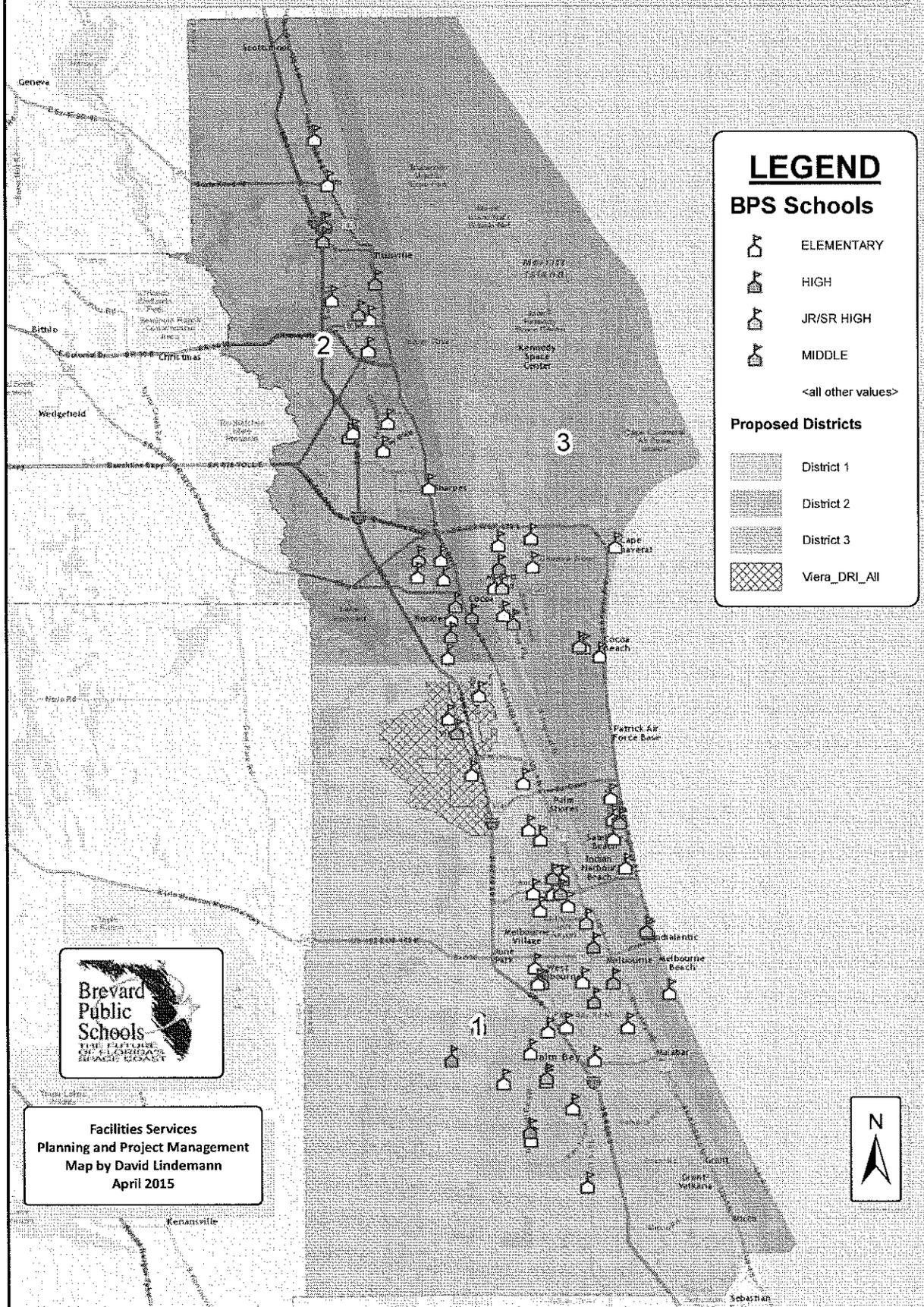
1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Minutes of Meeting #10
5. Request to Consolidate Benefit Districts
6. Adjourn

# School Impact Fee Benefit Districts



Prepared By:  
Rick Bellanger and  
Jay Standard  
Facility Services  
11 Apr 2011

# Proposed Impact Fee Districts 3 Benefit Districts Revised



### LEGEND

**BPS Schools**

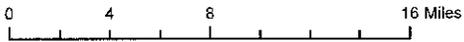
- ELEMENTARY
- HIGH
- JR/SR HIGH
- MIDDLE
- <all other values>

**Proposed Districts**

- District 1
- District 2
- District 3
- Viera\_DRI\_All



**Facilities Services  
Planning and Project Management  
Map by David Lindemann  
April 2015**



Sources: Esri, HERE, DeLorme, USGS, Intermap, Increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community  
Orsted

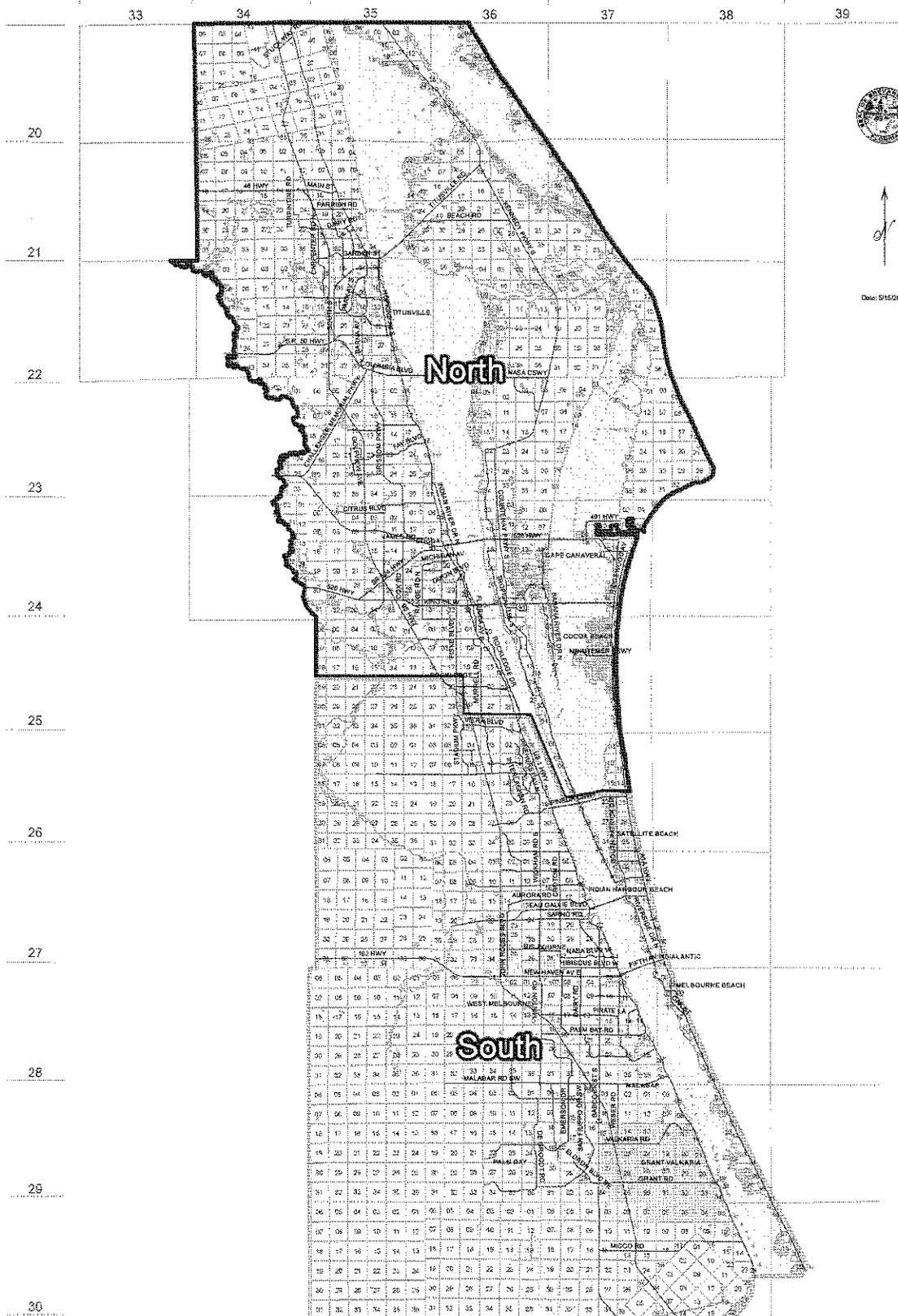
## Brevard County School Impact Fee Analysis Proposed Fee Adjustment for 3 Benefit Districts

Unit Type	Current Fee	Recommended Fee (2014 Study)	Delta	South Mainland %	Calculated Fee	Delta (from current)	Proposed Fee	Delta (from current)
Single Family	\$4,445	\$10,193	\$5,748	74.41%	\$5,974	\$1,529	\$6,000	\$1,555
Multi-Family	\$2,794	\$3,881	\$1,087	74.41%	\$3,755	\$961	\$3,800	\$1,006
Mobile Home	\$2,667	\$2,513	(\$154)	74.41%	\$3,584	\$917	\$2,500	(\$167)
Total	\$9,906	\$16,587	\$6,681		\$13,313	\$3,407	\$12,300	\$2,394

Unit Type	South				Central		MI & Beaches		Total	
	Units	% of Total	Collections	% of Total	Units	% of Total	Units	% of Total	Units	% of Total
Single Family	2,328	90.20%	\$10,326,705	89.76%	530	96.54%	242	76.34%	3,100	89.93%
Multi-Family	238	9.22%	\$1,136,625	9.88%	8	1.46%	67	21.14%	313	9.08%
Mobile Home	15	0.58%	\$41,786	0.36%	11	2.00%	8	2.52%	34	0.99%
Total	2,581		\$11,505,116		549		317		3,447	

Note: Collection data from October 1, 2011 - March 31, 2014 (Source: Brevard County)

# Brevard County



Date: 5/15/2015

## Brevard County School Impact Fee Analysis Proposed Fee Adjustment for 2 Benefit Districts

Unit Type	South		North		Total	
	Units	% of Total	Units	% of Total	Units	% of Total
Single Family	2,392	90.61%	763	94.90%	3,155	91.61%
Multi-Family	227	8.60%	28	3.48%	255	7.40%
Mobile Home	21	0.80%	13	1.62%	34	0.99%
Total	2,640		804		3,444	

The intent of the fee increase is to generate impact fees in the South District equivalent to the current impact fees for the entire county. Because single family units represent over 90% of the total, the calculated fee increase will be based on the single family unit type, with changes for the other two unit types calculated as a consistent ratio.

Unit Type	Current Fee	South Benefit District % of Total	Calculated Fee	Delta for Calculated	Recommended Fee (2014 Study)	Delta for Recommended	% of Calculated Delta to Recommended Delta
Single Family	\$4,445	75.37%	\$5,898	\$1,453	\$10,193	\$5,748	25.27%

Unit Type	Current Fee	Recommended Fee (2014 Study)	Delta	% of Calculated Delta to Recommended Delta for Single Family	Calculated Delta	Calculated Fee
Multi-Family	\$2,794	\$3,881	\$1,087	25.27%	\$275	\$3,069
Mobile Home	\$2,667	\$2,513	(\$154)	25.27%	(\$39)	\$2,628

Note: Collection data from October 1, 2011 - March 31, 2014 (Source: Brevard County)

# A Brief History of Mixed Use

## Architect David P. Godwin AIA

#8

7-1-15

The term mixed use basically refers to small businesses and residential apartments sharing the same areas. This was considered the norm before the early 1900's when zoning separated land uses according to functions. Houses were segregated from commerce, work and school. This helped contribute to urban sprawl and the dependency on combustible engines to get around.

In the 1960's and 70's mixed use re-emerged, as a tool for urban revitalization. Mixed use development is currently in vogue with planners making for compact efficient land use offering shorter commutes to work and shopping.

The resulting increase in walking, and decrease in short trips by automobile, both benefits individual health and reduces traffic congestion and energy consumption for transportation.

New urbanism arose in the 1980s as a trend to revive the traditional neighborhood, a part of which includes live-work units in which families lived above the store. While it may seem new, this was the historical pattern in cities everywhere.

The Eau Gallie Arts District is a local example of mixed use with live-work units. The units may be rented out separately; this arrangement requires more consideration with stairways, privacy, soundproofing, firewalls, and ventilation. The success of the Arts District is partially due to this concept.

Generally speaking the historic concept of mixed use has come full circle. Making our modern cities more walkable, vibrant, friendly and interesting.

An example of a mixed use building on an empty lot at Grant Court and South Patrick Drive:

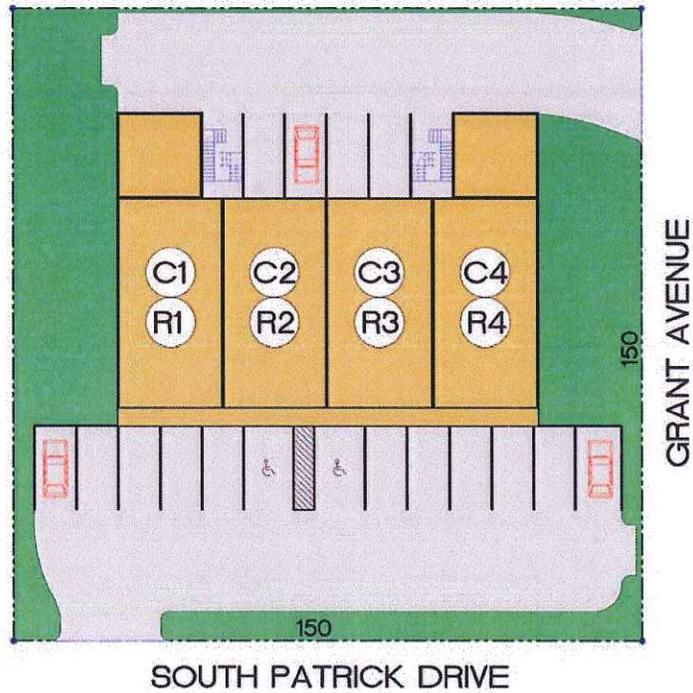


This lot is a great example of a Greenfield in fill. It could have four retail or small businesses on the first floor level with ample parking.

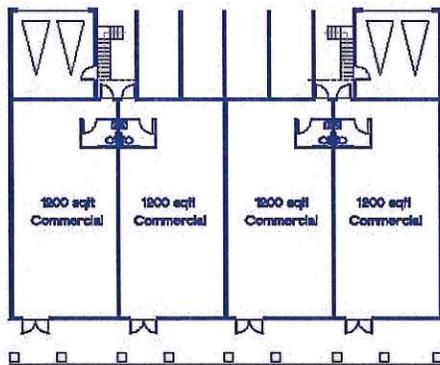
This would be complimented with another story above with four residential apartments with private parking garages.

By analyzing the site you can see the four units and parking layouts would complement the neighborhood by adding an exciting new look to the area.

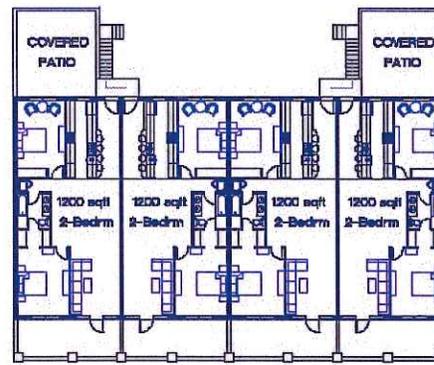
- 13 parking spaces off South Patrick Drive for businesses
- 2-enclosed garages for residential use
- 4 additional parking spaces in rear for business owners and guest.
- 25' front setbacks
- 25' rear setbacks
- 25' side setbacks along south property line
- 20' setbacks along Grant Court
- Four 1200 square foot commercial spaces
- Four 1200 square foot residential apartments.



Two story mixed use Florida Vernacular style building. Featuring coral colored stucco with white trim built up columns and arched cornices over porch balconies with integral flower boxes on handrails.



1ST FLOOR LAYOUT



2ND FLOOR LAYOUT

**Information Provided by:**

**Design Center for American Urban Landscape**

**Florida Main Street**

**Savannah Collage of Art and Design**

**Contact information:**

- **Architect-David P. Godwin AIA 321-779-0006**
- **Contractor-CCI Construction  
Dan Crawford 321-506-3232**
- **Real Estate Agent-Sorensen Realty  
Anthony Romero 321-723-9990**

**Special thanks to Property owner:**

**Jeffery O-Brian**

**And Building Official:**

**John M. Stone, CBO, CGC  
City of Satellite Beach**



#9  
7-1-15

## Memorandum

**To:** Courtney Barker, City Manager  
**From:** James G. LaRue, AICP  
**Date:** June 24, 2015  
**Subject:** Comprehensive Plan Amendments Regarding Commercial Residential Mixed-Use

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For some time the City has been discussing ways to rejuvenate commercial development/redevelopment within the City and staff has proposed to allow mixed-use (residential) as an accessory use for commercially zoned properties. The major thrust of the proposed Comprehensive Plan Amendment package to be heard July 1st is to accommodate mixed-use development/redevelopment for commercial properties within the City. The current Town Center mixed-use designation is limited in terms of geographic boundaries and as a mixed-use overlay district has not been utilized.

The major policy revisions suggested as Plan Amendments to the Future Land Use Element are as follows:

1. Policy 1.1.4:  
Commercial and Services (C): Revised to allow commercial-residential mixed-use in this category.  
Town Center Mixed Use (CM): Deleted this category.
2. Policy 1.2.9b:  
Establishes that residential use as accessory use to a principal commercial use is not considered a change from non-residential use to residential use.
3. Future Land Use Map  
Eliminates the Town Center Mixed Use District designation.

After several meetings and discussion the CPAB recommended the proposed Plan Amendments to the City Council for adoption. Upon approval by the City Council on July 1<sup>st</sup>, the proposed Amendments will be transmitted to the State Land Planning Agency for their review. A final adoption public hearing will be heard following the State's and other review agency comments.

Enclosed is Ordinance No. 1103 along with Exhibit A

ORDINANCE NO. 1103

#9  
7-1-15

**AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, DELETING THE TOWN CENTER MIXED-USE DISTRICT AND ALLOWING MIXED-USE AS AN ACCESSORY USE IN THE COMMERCIAL ZONING DISTRICT, REVISING THE FUTURE LAND USE MAP AND AMENDING THE FUTURE LAND USE ELEMENT OF THE 1998 COMPREHENSIVE PLAN, AS AMENDED, OCTOBER 1, 2014, BASED ON THE CITY'S UPDATED DATA AND ANALYSIS OF THE COMPREHENSIVE PLAN; REVISING AND UPDATING EXISTING GOALS, OBJECTIVES AND POLICIES IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163, FLORIDA STATUTES; AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, STATE LAND PLANNING AGENCY, AND OTHER APPLICABLE AGENCIES FOR REVIEW AND COMMENT AS REQUIRED BY FLORIDA STATUTES; PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE (FIRST READING)**

**WHEREAS**, the City of Satellite Beach recognizes the need to plan for orderly growth and development; and the State Legislature passed the Community Planning Act requiring all local governments to prepare and adopt a Comprehensive Plan; and

**WHEREAS**, Chapter 163, Florida Statutes, authorizes amendments to adopted Comprehensive Plan under the Expedited Review Process; and

**WHEREAS**, the City Council desires to delete the Town Center Mixed-Use District in the Future Land Use Map; and authorize mixed-use as an accessory use in the commercial zoning district; and

**WHEREAS**, the City Council desires to amend the Goals, Objectives and Policies of the Future Land Use Element of the Comprehensive Plan; and

**WHEREAS**, the City of Satellite Beach, pursuant to Florida Statutes and City Charter and the City of Satellite Beach Land Development Regulations, has designated the Comprehensive Planning Advisory Board as the Local Planning Agency; and

**WHEREAS**, the City has reviewed the proposed amendments to the Comprehensive Plan and said proposed amendments were reviewed by the City's Local Planning Agency (LPA/CPAB) at duly advertised meetings on March 23, 2015 and May 26, 2015, which determined such amendments to be consistent with the Comprehensive Plan; and

**WHEREAS**, the City Council has agreed with the recommendations of the Local Planning Agency that the proposed amendments comply with the requirements of Chapter 163, Florida Statutes, and that the proposed amendments are consistent with the Comprehensive Plan; and

**WHEREAS**, the City Council held its duly advertised public hearing for the transmittal of the proposed amendments on July 1, 2015; and

**WHEREAS**, the City has received and responded to timely comments from certain review agencies which have been granted such authority under Florida Statute 163.3184(3)(b)3; and

**WHEREAS**, City Council held its duly advertised second public hearing for Adoption of this Ordinance on \_\_\_\_\_.

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

**SECTION 1.** The foregoing "WHEREAS" clauses are true and correct and are incorporated herein by reference.

**SECTION 2.** The City of Satellite Beach, Florida hereby adopts amendments to its current Comprehensive Plan (Ordinance 716), as amended, October 1, 2014, which amendments consist of the pages identified as Exhibit A Text Amendments to the Future Land Use Element. The Amendments allow mixed commercial-residential use to the Commercial and Services (C) Future Land Use category as an accessory use and remove the Town Center Mixed-Use District designation from the Future Land Use Map. These changes are incorporated into the current Comprehensive Plan. A copy of the Comprehensive Plan as amended and required supporting documentation are on file at City Hall in Satellite Beach, Florida.

**SECTION 3.** The City Clerk is hereby directed to transmit three (3) copies of the amendments of the current Comprehensive Plan to the State Land Planning Agency, along with a copy to each of the following agencies: the East Central Florida Regional Planning Council; Florida Department of Environmental Protection; Florida Department of State, Division of Historic Resources; Florida Department of Transportation; St. Johns River Water Management District; the Brevard County Growth Management Department; and to any other unit of local government which has filed a written request for a copy.

**SECTION 4. Repeal of Inconsistent Provisions.** All ordinances or parts of ordinances in conflict are hereby repealed.

**SECTION 5. Severability Clause.** It is the intention of the City Council that each provision hereof be considered severable, and that the invalidity of any provision of this Ordinance shall not affect the validity of any other portion of this Ordinance, the Satellite Beach Comprehensive Plan, or the Satellite Beach Land Development Regulations.

**SECTION 6. Effective Date.** The effective date of this plan amendment, if amendment is not timely challenged, shall be 31 days after the Department of Economic Opportunity notifies the local government that the plan amendment package is

complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

**SECTION 7.** This Ordinance was duly passed on first reading at a regular meeting of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2015, and adopted on the second and final reading at the regular meeting of the City Council on \_\_\_\_ day of \_\_\_\_\_, 2015.

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

**ATTEST:**

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

Attachments:

EXHIBIT "A" – Text Amendments to the Future Land Use Element Goals, Objectives and Policies

# EXHIBIT A

## FUTURE LAND USE ELEMENT GOALS, OBJECTIVES, AND POLICIES

### GOAL 1

The City shall promote a pattern of land use that fosters a healthy and attractive physical environment, avoids blighting influences, preserves and enhances a residential atmosphere and natural resources, and provides reasonable public safety and security from hazardous conditions.

#### Objective 1.1

Development and redevelopment within the City shall be permitted only when consistent with established standards with respect to topography, soil & flooding conditions, protection of natural and historic/archaeological resources, availability of public facilities, and hurricane evacuation plans.

Policy 1.1.1- Land Development Regulations shall prohibit development which results in either a reduction of services below Level of Service standards for public facilities and services or an increase in density or intensity of use in excess of the maximum density or intensity allowable within the Future Land Use Category in which the development is located, as set forth in this Comprehensive Plan.

Policy 1.1.2 - The City shall continue to monitor zoning regulations pertaining to land east of the Coastal Construction Control Line (CCCL) and enact regulations to achieve a balance of economic feasibility with environmental concerns, including limitation of development in the Coastal High Hazard Area (CHHA) consistent with the character of the City.

Policy 1.1.3 - The City shall review development permit applications in accordance with the Land Development Regulations for requirements of drainage and stormwater management, open space and on-site traffic flow considering required vehicle parking.

Policy 1.1.4 - The City shall maintain the predominant land use character as a low density, single family residential community. Approved permit applications for renovation and new development shall not exceed the development density standards as defined for the Comprehensive Plan as follows:

#### RESIDENTIAL

Residential Low 1 density, one dwelling unit per acre.	(RL-1)
Residential Low Density, 4 dwellings units per acre	(RL)
Residential Low-A Density, 1 to 6 dwelling units per acre.	(RLA)
Residential Medium Density, 10 dwelling units per acre	(RMD)
Residential High Density, 11 dwelling units per acre	(RHD)
Residential High-A Density, 22 dwelling units per acre.	(RHA)

Note: The parcel described as Brevard County Tax Parcel ID # 26-37-35-00-00003.2-0000.00 shall be designated as Residential High A (with 108 units) and this classification shall be limited exclusively to this parcel.

COMMERCIAL AND SERVICES (C) – ~~Intended to provide a wide range of commercial use including tourist lodging facilities, which term includes only hotels, motels, and bed and breakfast establishments, serving the general population of the City. Commercial development shall not exceed 35 feet in height and the maximum impervious surface for a development within this category shall not exceed 70% of the site.~~

Intended to provide a wide range of commercial uses, including tourist lodging facilities (which term includes only hotels, motels, and bed and breakfast establishments) and development of mixed commercial and residential uses on the same parcel, all serving the general population of the City. No development in this future land use category shall exceed any of the following development parameters: 35 feet in height west of A-1-A and 65 feet in height east of A-1-A, a floor area ratio of 1.00, and a maximum impervious surface area of 70%. Mixed commercial-residential development shall be permitted only if the residential component meets all of the following conditions:

- A. Residential use is clearly and permanently secondary to the primary commercial use.
- B. Residential space must not exceed 50% of the total enclosed square footage of the development.
- C. Residential use is permitted only on lots meeting all minimum dimensions of the zoning district in which it is located.
- D. Maximum allowable residential density shall be seven (7) dwelling units per acre (except that at least two dwelling units are permitted regardless of the resulting density).
- E. The combined square footage of commercial and residential floor space shall not exceed a floor area ratio of 1.00.

EDUCATIONAL AND OTHER PUBLIC FACILITIES – Intended to recognize existing locations of, and provide sites for public and semi-public uses such as institutional or government buildings, schools, libraries, and post offices.

CONSERVATION USE (CU) – Intended for uplands, wetlands, beaches, water bodies, and undeveloped lands containing species listed on the endangered species list that are owned and used for long-range conservation purposes. This category includes public lands required to be used for conservation purposes by some form of legal mechanism such as a statutory requirement, funding, or grant conditions. Lands designated as Conservation use shall not be developed at a FAR greater than 0.10 or have an impervious surface ratio greater than 0.15.

CHURCH/SYNAGOGUE (CH) – Intended to recognize existing locations of, and provide sites for houses of worship.

PARKS/OPEN SPACE (P) – Intended to recognize and accommodate existing public recreational facilities and open space areas.

LIGHT INDUSTRIAL (LI) – Intended to primarily accommodate light industrial, warehousing and office uses. Appropriate uses include light industrial and warehousing; and shall not exceed a maximum FAR of 1.0.

GENERAL MIXED USE (GMU) – The development, in a compact urban form, including residential and one or more different but compatible uses, such as but not limited to: office, industrial and technological, retail, commercial, public, entertainment, or recreation. These uses may be combined within the same building or may be grouped together in cohesive neighboring buildings with limited separation, unified form and strong pedestrian interconnections to create a seamless appearance. Commercial space within a building on the same parcel shall not be less than 25% of the total enclosed space.

UTILITY (U)

WATER DEPENDENT USES (Beach Access) (WD)

WATER RELATED USES (WR)

~~TOWN CENTER MIXED USE (CM) – Intended to provide means for property owners, as a conditional use, to include up to 200 residential living units above commercial units, where such residential use is clearly and permanently secondary to primary commercial use. As such residential space within an enclosed building shall not exceed the commercial space within a building on the same parcel (residential space must not exceed 50% of the total enclosed space).~~

Policy 1.1.5 - Brevard County Public Schools shall be an allowable use in, or immediately adjacent to, non-residential, institutional, commercial, and industrial land use categories to meet projected needs for schools. This shall be consistent with the protection of natural resources and availability of public facilities.

Policy 1.1.6 – Reserved

Policy 1.1.7 - The City shall review its Future Land Use Map at least every three (3) years, to ensure it provides the total density, density distribution, and land use distribution desired to preserve and enhance the City’s residential character.

Policy 1.1.8 - The City shall enforce provisions within its Land Development Regulations to encourage mixed-density redevelopment, increasing public access to open space, in any residential district where a density exceeding four (4) dwelling units per acre is allowed.

Policy 1.1.9 – Application of Density and Future Land Use Category Boundaries:

- A. Density applicable to the various Future Land Use Categories is gross density and is the maximum allowable number of dwelling units per acre of land, including rights-of-way, located landward of the mean high water line.
- B. The boundaries between different Future Land Use Categories on the Future Land Use Map shall be considered as following parcel boundaries or centerlines of the adjacent rights-of-way unless otherwise specifically noted.
- C. The Future Land Use Map is intended only for general planning purposes and should not be used for determining the development potential of individual parcels of land.

D. Development densities and intensities for individual parcels of land shall be calculated using only the land associated with the individual owner and excludes public rights-of-way.

Policy 1.1.10 - All development proposals must conform to the Conservation Element Goals, Objectives, and Policies, before such proposals can be considered to be consistent with the Future Land Use Map and prior to issuance of any development approvals.

Policy 1.1.11 - The City shall encourage the use of renewable energy resources in all new construction.

Policy 1.1.12 - The City shall, on an ongoing basis, work with Brevard County and the Space Coast Transportation Planning Organization (TPO) and assist in establishing policies and standards which promote housing in close proximity to employment opportunities and transit services.

#### Objective 1.2

Existing development shall be protected from adverse effects of vehicular traffic, post disaster redevelopment, conditions leading to blight, and changes in land use which adversely impact the livability or use of property in the City.

Policy 1.2.1 - The City shall continue to minimize or eliminate conditions which would adversely affect land use categories, adjacent land uses, signage, identified hazards, and areas subject to periodic flooding. This shall be done as required by revisions of the City's Land Development Regulations.

Policy 1.2.2 - The City shall enforce provisions within its Land Development Regulations, requirements to identify and mitigate adverse impacts of property modifications, infill development, and redevelopment on the livability or use of property in the City (e.g., blocking natural drainage channels).

Policy 1.2.3 - The City may create an incentive plan to encourage property owners to reduce or eliminate conditions of blight and shall develop a plan if a blighted area is identified and code enforcement efforts and incentive programs have been ineffective.

Policy 1.2.4 - The City shall continue to prohibit marinas, car sales, boat sales, mobile home parks, and other similar businesses, unless pre-existing as a non-conforming use. Any such existing non-conforming use that ceases for any reason shall thereafter be prohibited. The City shall place limits on the appearance of car repair establishments.

Policy 1.2.5 - The City shall continue to limit the number, size, and location of signs in the City.

Policy 1.2.6 - The City shall encourage well-appointed, well-maintained, well-landscaped commercial and multi-family properties in the City.

Policy 1.2.7 - The City shall continue to improve vehicle traffic control, and pedestrian and bicycle safety throughout the City.

Policy 1.2.8 - The City shall improve the scenic views along the arterial roadways traversing the City.

Policy 1.2.9 a - Post-disaster redevelopment shall be governed by all applicable codes, city charter provisions and standards, in regards to setbacks, off-street parking, and landscaping; and shall decrease future public and private vulnerability to future storms by complying with applicable state and county construction regulations.

Policy 1.2.9 b – Land use changes from non-residential to residential districts may be authorized only if they do not add dwelling units at a density greater than 7 units per acre, provided that zoning changes from non-residential to residential may not be approved unless the subject site’s Future Land Use Map category is, or is simultaneously amended to, an appropriate Residential category. Future Land Use and Zoning changes that allow for residential use as an accessory use to a principal commercial use are not considered a change from non-residential to residential use.

Policy 1.2.10 - The City shall continue to pursue grants –and other funding sources as a tool to address the redevelopment and renewal of economically underutilized or blighted areas.

Policy 1.2.11 - The City shall discourage increases in residential densities and increases of commercial intensities around water bodies to preserve and protect the bodies of water, and enhance property values and the water bodies’ contributions toward the quality of life in Satellite Beach.

Policy 1.2.12 - The City shall promote and pursue cooperation and participation of developers and other entities in funding their share of the cost for the delivery of transit services.

### Objective 1.3

The City shall assure availability of land to meet the needs of utility companies when these needs have been made known to the City and legal means are available to meet -them.

Policy 1.3.1 - The City shall evaluate the cumulative impacts of vacating utility easements to ensure that suitable access is available to meet future utility needs.

Policy 1.3.2 - The City shall coordinate and cooperate with utility and other service providers to ensure the maintenance or improvement of public facilities to meet the City’s needs, concurrently with the impacts of development.

### Objective 1.4

The City shall identify historical or archaeologically significant sites using established criteria and assist in acquiring available funding and applying preservation techniques.

Policy 1.4.1- The City shall enforce provisions within its Land Development Regulations to identify and report to appropriate agencies any sites of archaeological or historical significance.

Policy 1.4.2 - The City shall pursue appropriate cooperative ventures with private and public entities to preserve historic or archaeological sites in the City.

### Objective 1.5

The City shall encourage redevelopment and renewal that maintains the City's residential character.

Policy 1.5.1- The City shall encourage the use of innovative Land Development Regulations, which may include strategies for reuse, redevelopment or mixed development. The City shall revise the Land Development Regulations when innovative reuse or redevelopment concepts can help further the City's goals and objectives.

Policy 1.5.2 - The City shall consider mixed land use development techniques for new development and, especially, for renewal or redevelopment.

Policy 1.5.3 - The City has adopted a 7-unit per acre cap when land is rezoned for residential use; the City shall direct commercial development and non-single-family residential development to the Community Redevelopment District identified in Ordinance 836 and incorporated by reference into the Comprehensive Plan.

### Objective 1.6

Recognizing that the City has waterways containing approximately 180,000± cubic yards of sediment, the City shall coordinate with appropriate government agencies to ensure the availability of sites for processing and disposal of dredge spoils.

Policy 1.6.1- The City shall coordinate with Federal, State, regional, and local governments when necessary to select appropriate spoil sites for sediments from the City's waterways which further natural resource protection of the Indian River Lagoon, and meet reasonable cost and transportation requirements.

### Objective 1.7

The City shall cooperate with Patrick Air Force Base (PAFB) to encourage compatible land use, help prevent incompatible encroachment of new development, and facilitate the continued presence of PAFB. This Objective and its policies are intended to only apply to new development. Development, including but not limited to buildings and structures, existing on the effective date of this amendment are exempt from the requirements of Objective 1.7 and its policies as long as there are no increases in building height or residential density beyond that which is permitted by the applicable zoning classification.

Policy 1.7.1 - The City shall transmit to the 45<sup>th</sup> Space Wing Commander information relating to proposed changes to the Comprehensive Plan, plan amendments, and proposed changes to land development regulations.

Policy 1.7.2 - The City is encouraged to obtain comments from the 45<sup>th</sup> Space Wing Commander on the impact such proposed changes may have on the mission of PAFB and whether the proposed changes are compatible with the safety and noise standards in the Air Installation Compatible Use Zone adopted by PAFB.

Policy 1.7.3 - The City of Satellite Beach shall limit building heights within the Outer Horizontal and Conical Surfaces of Patrick Air Force Base to heights that will not endanger the flight safety of air operations. To achieve these height restriction objectives, structures within the Outer Horizontal

Surface will not be allowed to exceed 400 feet in height above grade. Structures within the Conical Surface will not be allowed to exceed 200 feet in height above grade.

Policy 1.7.4 - The City shall take into consideration any comments provided by the 45<sup>th</sup> Space Wing Commander or his or her designee regarding comprehensive planning or land development regulation. The City shall include a copy of any such comments to the State Land Planning Agency or its successor agency.

Policy 1.7.5 - The City is encouraged to obtain information from the 45<sup>th</sup> Space Wing Commander about any community planning assistance grants that may be available to the City through the Federal Office of Economic Adjustment to facilitate joint community planning efforts.

Policy 1.7.6 – To facilitate the exchange of information, the City shall continue to utilize a representative appointed by PAFB as an ex officio, nonvoting member of the City’s Local Planning Agency.

#### Objective 1.8

The City shall coordinate with any appropriate resource planning and management plan prepared pursuant to Chapter 380, F.S. that may impact City services.

Policy 1.8.1 - The City shall continue to coordinate with all local, regional, and State agencies in reviewing all resource and management planning, pursuant to Chapter 380, F.S.

#### Objective - 1.9

Satellite Beach shall encourage preservation of unique aspects of the natural environment by recognizing Transfer of Development Rights (TDRs) which shall permit more intense activity in areas deemed suitable for development.

Policy 1.9.1 - Transfer of development rights (TDRs) may be obtained through a “Binding Development Agreement” to direct residential development to areas deemed suitable for growth with the intent of furthering City goals to preserve the natural environment. TDRs may be transferred: (1) to an approved offsite location which is designated a receiving district; or (2) internally within a project. In either circumstance, the utilization of TDRs must adhere to compatibility with surrounding development patterns within the receiving areas and protect at-risk property values.

Policy 1.9.2 - The following land use designations may be considered receiving districts for Transfer of Development Rights:

- Residential High Density and/or ~~Town Center Mixed Use~~, Commercial

Policy 1.9.3 - Any land use designations may be considered as a sending district for Transfer of Development Rights if so designated by City Council.

Policy 1.9.4 – Land use changes from commercial to residential shall not be authorized unless the loss of commercial land is offset by at least a 1:1 ratio of other land changed to commercial use.

Objective 1.10

The City shall preserve and rehabilitate its commercial district to provide residents access to necessary and appropriate services and products that enhance the livability of the City without compromising its residential character.

Policy 1.10.1 - The City shall encourage businesses as allowed in its updated Land Development Regulations.

FUTURE LAND USE MAP SERIES

FIGURE 1  
FUTURE LAND USE MAP  
CITY OF SATELLITE BEACH  
2019

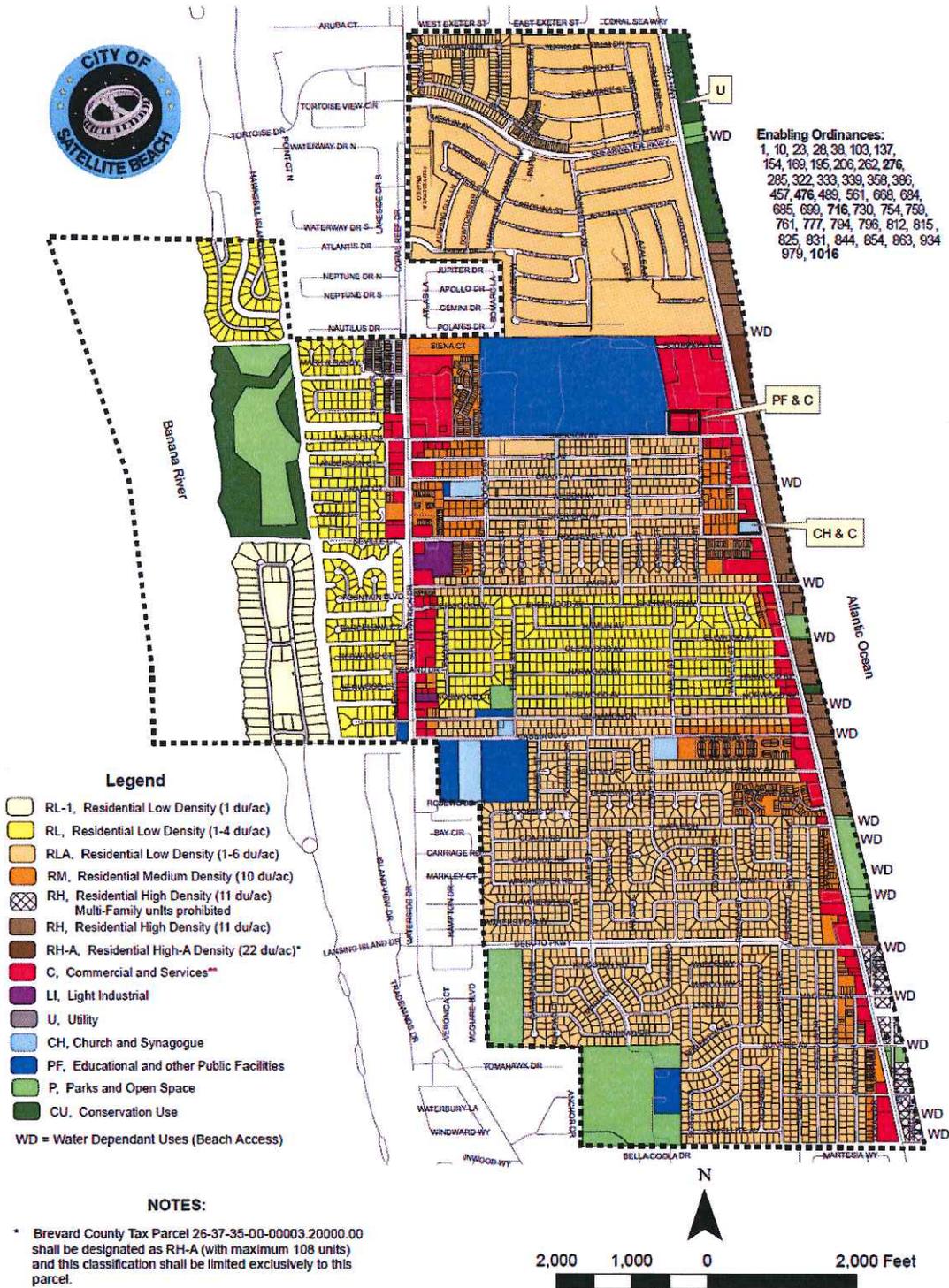


Figure 1-1 – Adjacent Land Use Map

## FUTURE LAND USE DESIGNATIONS CITY OF SATELLITE BEACH AND LANDS IN ADJACENT JURISDICTIONS

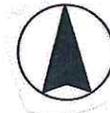
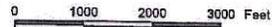
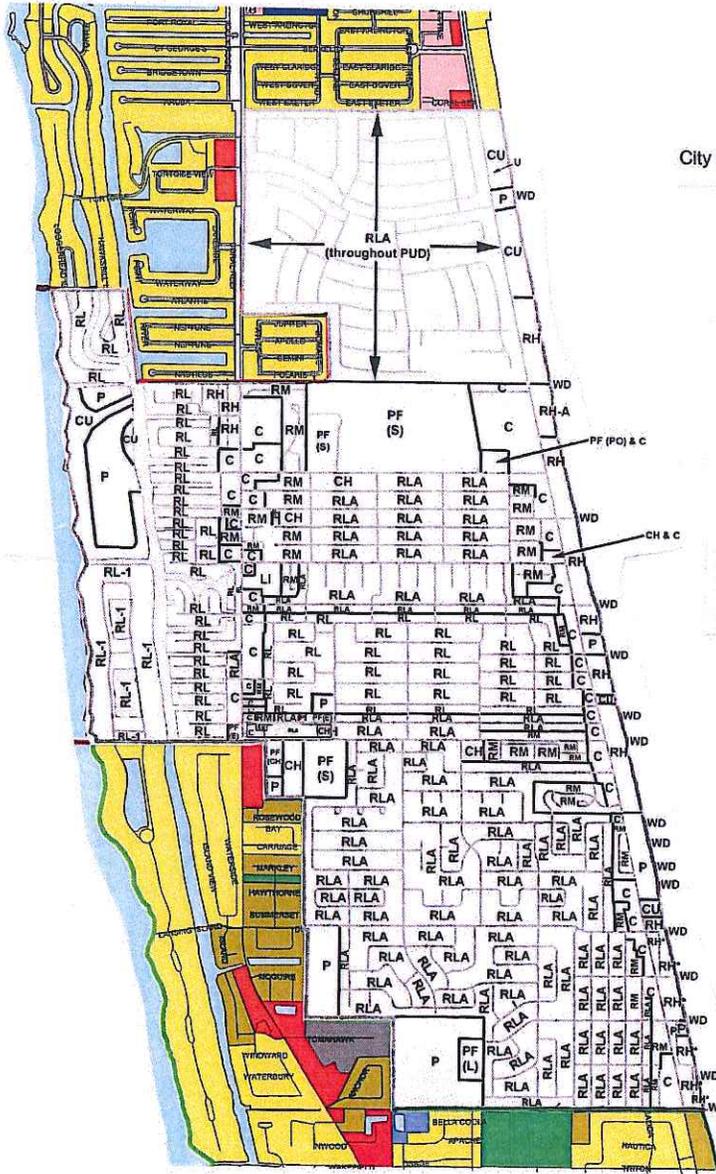
Prepared by:  
LaRue Planning & Management Services, Inc.  
July, 2008

### Unincorporated Brevard County FLU Categories



### City of Satellite Beach FLU Categories

- RL-1 Residential Low Density (1 du/ac)
  - RL Residential Low Density (1-4 du/ac)
  - RLA Residential Low Density (1-6 du/ac)
  - RM Residential Medium Density (10 du/ac)
  - RH Residential High Density (11 du/ac)
  - \*RH\* Residential High Density (11 du/ac)
  - \*\*RHA Residential High-A Density (108 du)
  - \*\*C Commercial and Services
  - LI Light Industrial
  - U Utility
  - CH Church and Synagogue
  - PF Educational and other Public Facilities
  - (CH) City Hall
  - (E) Emergency Services
  - (L) Library
  - (S) School
  - (PO) Post Office
  - P Parks and Open Space
  - CU Conservation Use
  - WD Water Dependant Uses (Beach Access)
  - WR Water Related Uses
  - V Vacant Land
- \* Multi-Family units prohibited.  
 \*\* Note: Brevard County Tax Parcel 26-37-35-00-00003.2-0000.00 shall be designated as Residential High A (with maximum 108 units) and this classification shall be limited exclusively to this parcel.  
 \*\*\* Town Center Mixed-Use District between SR A1A and South Patrick Drive north of Park Avenue may include up to 200 mixed-use dwelling units as a conditional use, as defined in Future Land Use Policy 1.1.13 and Figure 1-4 in the Future Land Use Element.

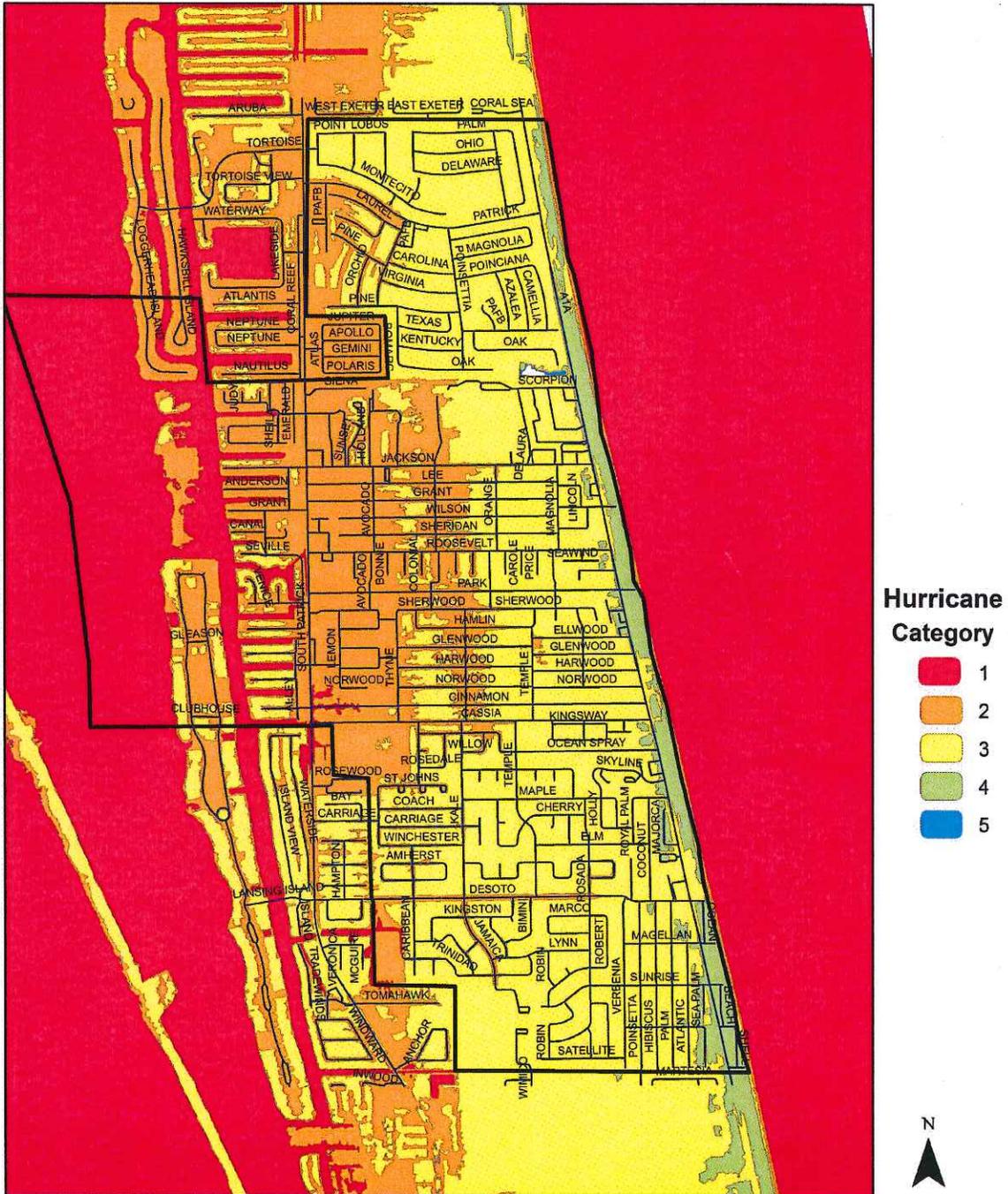


Water

### Indian Harbour Beach FLU Categories



FIGURE 1-2  
HURRICANE STORM SURGE  
City of Satellite Beach

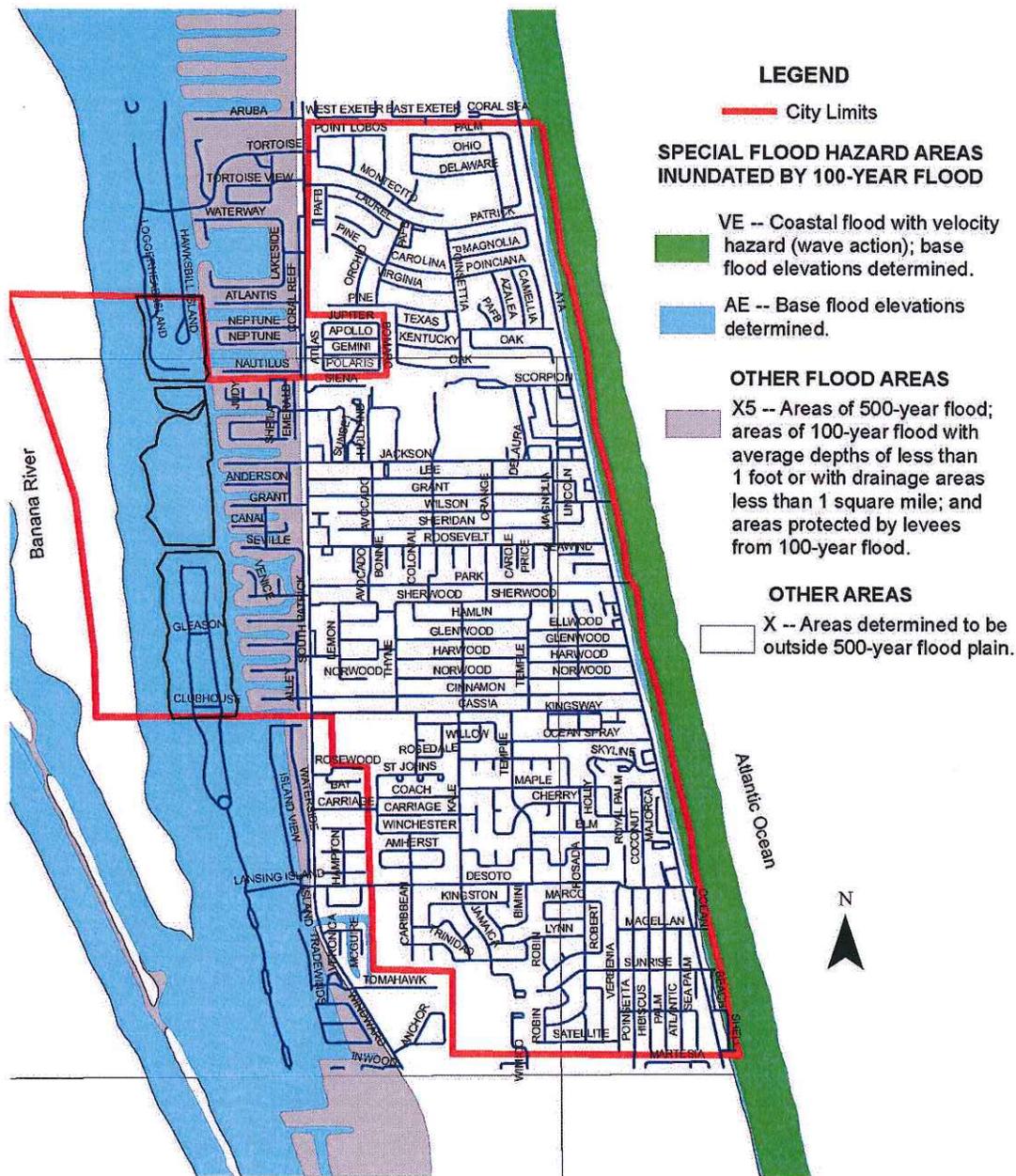


Source: East Central Florida Regional Atlas, April 2010

Prepared by: LaRue Planning & Management Services, Inc  
January, 2012

2,500 1,250 0 2,500 Feet

FIGURE 1-3  
FEMA FLOOD ZONES  
City of Satellite Beach



Source: FEMA, Flood Map Center

Prepared by: LaRue Planning & Management Services, Inc.  
February, 2013

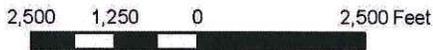
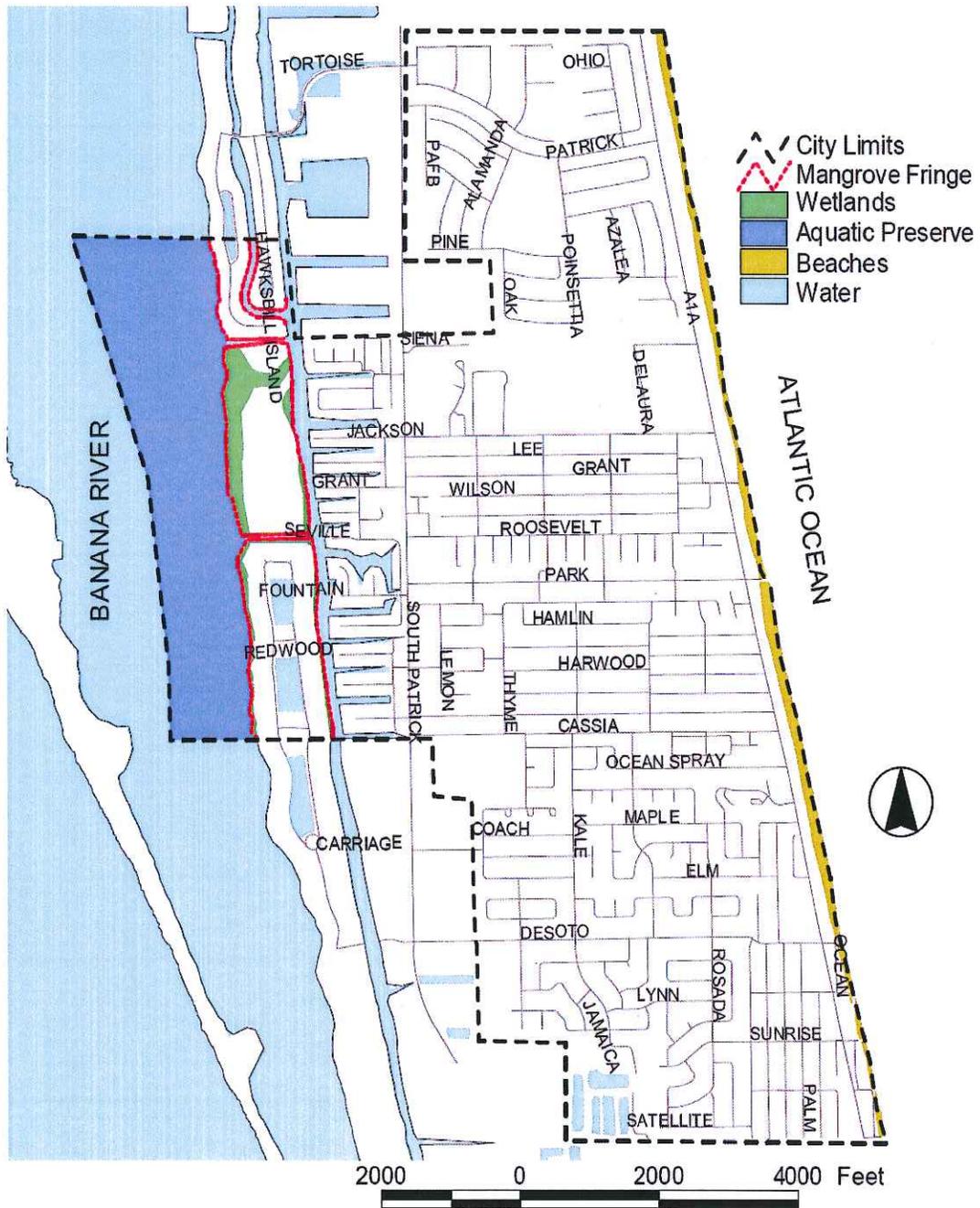


FIGURE 1-4  
 WATER BODIES, WETLANDS AND BEACHES  
 CITY OF SATELLITE BEACH

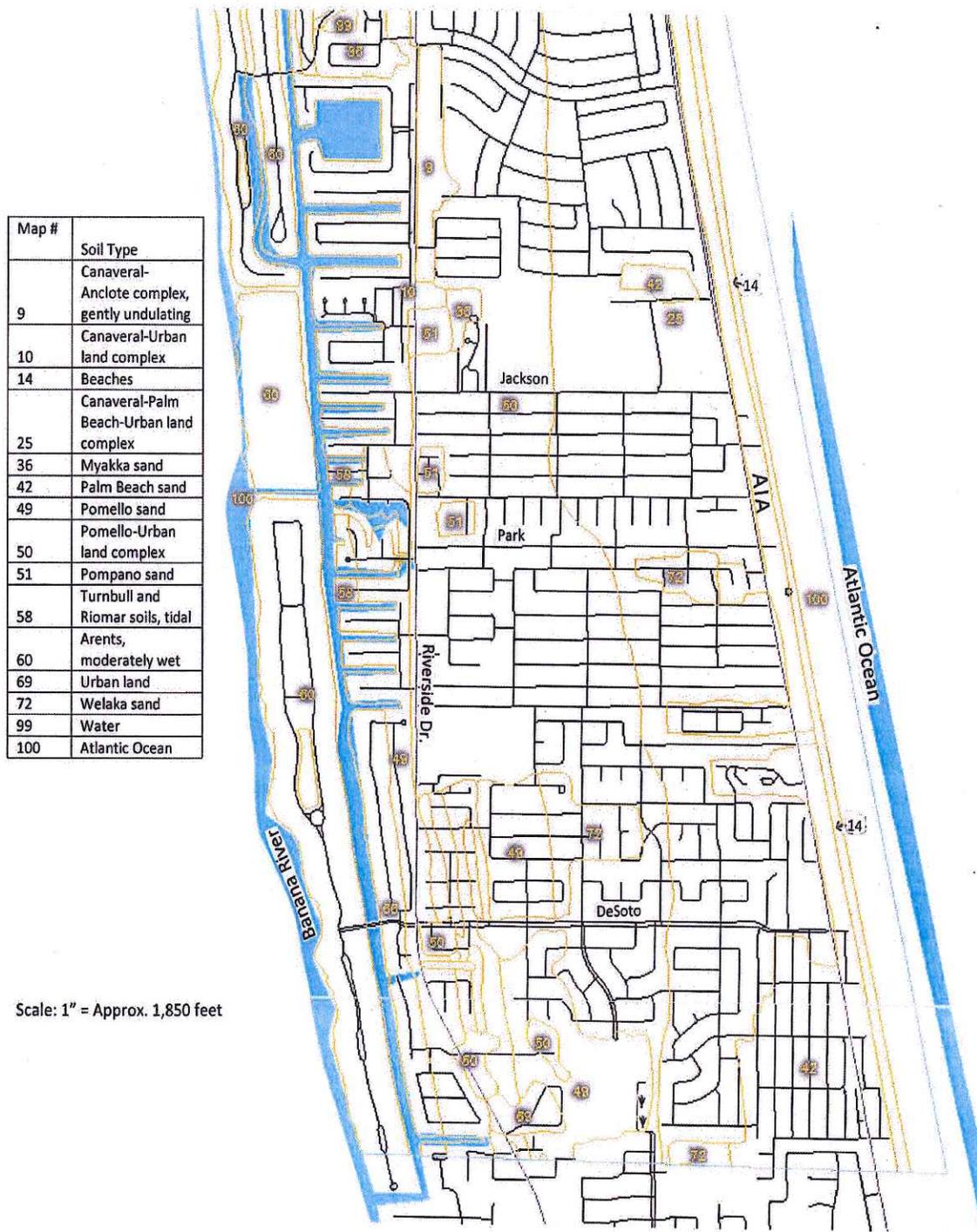


Source: City of Satellite Beach

Prepared by:  
 LaRue Planning & Management Services, Inc.  
 April, 2009

Figure 1-5 – Soils Associations

Soil Associations  
City of Satellite Beach





#10  
7-1-15

## Memorandum

**To:** Courtney Barker, City Manager  
**From:** James G. LaRue, AICP  
**Date:** June 24, 2015  
**Subject:** Mixed-Use Zoning District Revisions to Land Development Regulations

---

The City is currently revising its Comprehensive Plan to maximize mixed-use residential for all commercial properties within the City. It will be necessary to implement mixed residential use within the Commercial Zoning District regulations by adjusting the provisions within Sections 30-416 and 30-424 of the Land Development Regulations. We have depicted the suggested text changes in Ordinance No. 1106.

The following is a summary of the changes:

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

1. Under the intent section, mixed commercial and residential use on the same parcel is allowed.
2. Residential use is a unique accessory use with specific parameters on density, setbacks, minimum living area and minimum dwelling units allowed.
3. References to the Town Center Mixed-Use District and its requirements have been deleted.
4. Building height provisions are now different.

*Section 30-424. Off-street parking.*

The requirements have been adjusted for accessory residential units in a mixed-use setting.

These zoning code revisions have been recommended by the Planning & Zoning Advisory Board to the City Council for adoption. July 1st will be the first hearing for these proposed zoning changes. Final adoption of these revisions will be subsequent to the approval of the Comprehensive Plan Amendments for mixed-use commercial-residential development.

Enclosed is Ordinance No. 1106

#10  
7-1-15

**ORDINANCE NO. 1106**

**AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SECTION 30-416(a) and (b)(11), COMMERCIAL DISTRICT, SATELLITE BEACH CITY CODE, TO AUTHORIZE RESIDENTIAL USE AS AN ACCESSORY USE, WITH CONDITIONS; REPEALING SECTION 30-416(c)(13), SATELLITE BEACH CITY CODE, WHICH PROVIDED RESIDENTIAL USE AS A CONDITIONAL USE AND RENUMBERING; AMENDING SECTION 30-416(e)(4), SATELLITE BEACH CITY CODE, REGARDING MAXIMUM BUILDING HEIGHT; AMENDING SECTION 30-424(c), SATELLITE BEACH CITY CODE, TO PROVIDE FOR OFF-STREET PARKING REGULATIONS FOR MIXED COMMERCIAL/ RESIDENTIAL DEVELOPMENT; PROVIDING SEVERABILITY; PROVIDING EFFECTIVE DATE (FIRST READ)**

**WHEREAS**, both the City's Community Redevelopment Agency Advisory Board and the Comprehensive Planning Advisory Board recommended amendments to the City Code to authorize mixed use within the City's commercial district as an allowed accessory use as a means of business retention and redevelopment, rather than as a conditional use; and

**WHEREAS**, based upon those recommendations, City staff drafted proposed amendments to the City Code addressing each of the foregoing matters to present to the Planning and Zoning Advisory Board; and

**WHEREAS**, the Planning and Zoning Advisory Board conducted a duly noticed public hearing, and determining the proposed amendments are consistent with the Satellite Beach Comprehensive Plan and adopted land development regulations, recommends to City Council that residential uses be allowed in the City's commercial zoning district as accessory uses, with conditions; and

**WHEREAS**, the City Council, following all public hearings required by law preliminary to the adoption of this ordinance, has determined that the proposed amendments are consistent with the Satellite Beach Comprehensive Plan, as amended, and adopted land development regulations, and is in the best interest of the health, safety and welfare of the City and its residents to adopt this ordinance.

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

**SECTION 1.** The foregoing recitations are incorporated herein by reference.

**SECTION 2.** Section 30-416, Satellite Beach City Code, is amended to read as follows:

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

(a) *Intent.* The provisions of the C district are intended to establish and maintain areas for the development of commercial facilities providing a wide range of goods and services, including mixed commercial and residential use on the same lot, at locations having access to a collector or arterial roadway.

\* \* \* \* \*

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

\* \* \* \* \*

(11) Accessory structures and uses when permitted in any more restrictive district, and any use permitted in this district as a principal use when incidental to another principal use of the lot property, specifically including:

a. Residential dwelling units on the same lot as a primary commercial use, subject to all of the following conditions:

1. Residential use must be clearly and permanently accessory and secondary to the primary commercial use.

2. Residential use is permitted on lots conforming to all of the minimum dimensions set forth in 30-416(e)(1) and (e)(2).

3. Residential dwelling units must conform to the minimum living area requirements of the RM-2 zoning district.

4. Any residential use located on the first floor of any structure on any lot with frontage on A1A or South Patrick Drive must be located in a structure separate from and behind the structure containing the primary commercial use. It is the intent of this provision that any First floor accessory residential use not be visible from either A1A or South Patrick Drive.

5. Square footage of the residential use shall not exceed 50% of the total square footage of any structure. Residential garages, and open porches not exceeding 25% of the enclosed residential space, shall not be included in calculating the residential square footage.

6. Maximum of seven residential units per acre, except that at least two residential units are permitted regardless of the resulting density unless the allowance of two residential units exceeds 50% of total

square footage. In the event of such conflict, the 50% square  
footage limitation shall prevail over the two dwelling unit minimum  
allowed by this paragraph.

\* \* \* \* \*

(e) *Property development regulations.* Property development regulations are as follows:

\* \* \* \* \*

(4) Maximum building height 35 feet west of A1A and 65 feet east of A1A. Flat roofs must not be visible with the use of architectural amenities such as a mansard roof. Reference section 30-422(b).

Except for separate accessory residential structures with garages, which shall be limited to a maximum building height of 35 feet, Accessory structures such as garages, sheds, tanks and other structures that are incidental to the primary use shall not extend higher than the main structure and in no case exceed 20 feet in height.

**SECTION 3.** Section 30-424(c), Satellite Beach City Code, is amended to read as follows:

\* \* \* \* \*

(c) *Off-street parking spaces.* For all zoning districts, in addition to the garage parking spaces required by each zoning district for all residential dwelling units, the following off-street parking spaces shall also be required:

(1) For accessory residential units above commercial use. in a mixed commercial and residential development, the following parking requirements shall apply: at least one off street parking space shall be required for each unit.

a. Development with seven or fewer accessory residential units, at least one off-street parking space shall be required for each residential unit.

b. Developments with eight or more accessory residential units, at least one and one-half (1.5) off-street parking spaces shall be required for each residential unit.

(2) For all other residential units, at least two off-street parking spaces shall be required for each unit.

(3) For non-residential uses, the off-street parking space requirements in

the following table sheet shall apply.

\* \* \* \* \*

**SECTION 3.** This Ordinance shall take effect immediately upon its adoption, and shall terminate as provided herein.

**SECTION 4. 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 and it will be presumed that the City Council for the City of Satellite Beach did not intend to enact such invalid or unconstitutional provision. It shall further be assumed that the City Council would have enacted the remainder of this Ordinance without said invalid and unconstitutional provision thereby causing said remainder to remain in full force and effect.

**SECTION 5. Repeal of Inconsistent Provisions.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

**SECTION 7.** This Ordinance was duly passed on first reading at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and adopted on the second and final reading at the regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

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



## CITY COUNCIL AGENDA ITEM

# #11

---

### DISCUSS/TAKE ACTION ON INTERLOCAL AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT BETWEEN THE CITY OF SATELLITE BEACH AND BREVARD COUNTY

To: City Council  
From: City Manager Courtney Barker  
Meeting Date: 7/1/2015  
Department: City Manager

**Recommended Action:** To authorize the Mayor to execute the Community Development Block Grant Interlocal Agreement.

**Summary:** The City has been instrumental in a cooperative agreement with Brevard County, which has resulted in Brevard County obtaining and maintaining an "Urban County" designation. With that said, the County has been successful in obtaining Community Development Block Grants. This provides the opportunity to obtain grant funding for drainage and paving improvements, sidewalks, construction of community centers, housing rehabilitation, demolition/clearance, economic development activities for low- and moderate-income people within Brevard County and the City. Brevard County has identified the need to revise the Agreement.

Attached is the letter from Brevard County, the draft Interlocal Agreement, and the June 7, 1994 executed Agreement between the City and Brevard County for Council's review.

**Budget Impacts:** None at this time.

**Attachments:**

- Brevard County letter dated June 12, 2015
- Community Development Block Grant Interlocal Agreement (06/07/1994)
- Draft Community Development Block Grant Interlocal Agreement



BOARD OF COUNTY COMMISSIONERS

Housing & Human Services Department  
2725 Judge Fran Jamieson Way  
Building B, Suite 103  
Viera, Florida 32940

RECEIVED

JUN 18 2015

June 12, 2015

Mr. Frank Catino, Mayor  
City of Satellite Beach  
565 Cassia Boulevard  
Satellite Beach, FL 32937-3197

Subject: Community Development Block Grant (CDBG) Program  
Urban County Qualification Period FY 2016, 2017, 2018

Dear Mayor Catino:

As you are aware, your city has been instrumental in Brevard County obtaining and maintaining an "Urban County" designation from the U.S. Department of Housing & Urban Development (HUD). Brevard County has been successful in obtaining CDBG Grant funding. These monies have been used to provide funding for drainage and paving improvements, sidewalks, construction of community centers, housing rehabilitation, demolition/clearance, economic development activities, etc., for low- and moderate-income people within Brevard County's unincorporated and selected incorporated areas, such as your municipality.

By participating in the Urban County Program, the City will also be participating in the County's HOME Program which provides funds to qualified first-time homebuyers, as well as the Replacement Housing Program. This will not preclude your City or the County from applying for funding under the State of Florida's HOME Program. However, by participating in the CDBG Urban County program, your city may not apply for the State's Small Cities CDBG funds from the State of Florida Department of Economic Opportunity.

This year HUD has notified us of additional language (Section 5d) that must be added to your existing agreement. Therefore, a revised agreement is included for review and signature by your municipal official. As required by HUD, if you wish to continue as a partner of the CDBG Cooperative Agreement for fiscal years 2016, 2017, and 2018 please sign and return the attach agreement or if you wish to terminate you must notify HUD in writing and this office. The action you choose must be completed no later than June 30, 2015.



Housing & Human Services Department  
2725 Judge Fran Jamieson Way  
Building B, Suite 103  
Viera, Florida 32940

**BOARD OF COUNTY COMMISSIONERS**

If you wish to terminate this amended agreement, please be advised that HUD and this office must receive your letter of termination by June 30, 2015. The addresses for termination of the agreement are as follows:

Mr. Gary Causey, C.P.D., Director  
C/o Ms. Floretta Green, C.P.D., Representative  
U. S. Department of Housing and Urban Development  
Jacksonville Area Office  
400 West Bay Street, Suite 1015  
Jacksonville, FL 32202

Mr. Ian Golden, Director  
C/o Ms. Chenita Joiner, CDR, Resource Manager  
Brevard County Housing and Human Services Department  
2725 Judge Fran Jamieson Way  
Building "B" Suite B-103  
Viera, FL 32940

We encourage you to consider continuing to participate in this worthwhile program that improves infrastructure and affordable housing stock throughout Brevard County. Without your cooperation, the County will be unable to expend federal funds in your municipality to assist homeowners and homebuyers or to provide infrastructure improvements. We look forward to working with you again.

Should you have any questions regarding this letter, please contact me at (321) 633-2076.

Sincerely,

Chenita Joiner, Community Development and Resource Manager  
Housing and Human Services Department

c/c: Ms. Floretta Green C.P.D. Representative  
File  
Enclosures

**COMMUNITY DEVELOPMENT BLOCK GRANT  
INTERLOCAL COOPERATION AGREEMENT**

THIS AGREEMENT is made and entered into the 7th day of June, 1994, by and between the City of Satellite Beach, a municipal corporation (hereinafter referred to as "MUNICIPALITY"), and BREVARD COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY").

**WITNESSETH**

**WHEREAS**, the Housing and Community Development Act of 1974, as amended, makes provisions whereby urban counties may enter into cooperation agreements with certain units of local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants; and

**WHEREAS**, this Agreement covers both the Community Development Block Grant Entitlement and the HOME Investment Partnership programs; and

**WHEREAS**, it is the desire of the parties to this Agreement that the COUNTY undertake activities to plan and carry out the Community Development Block Grant and the HOME Investment Partnership Programs (hereinafter referred to as "HOME") for the benefit of the residents of Brevard County; and

**WHEREAS**, interlocal agreements of this type are specifically authorized by Part 1, Chapter 163, Florida Statutes, as well as other applicable law.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

written agreement set forth in Title 24, Code of Federal Regulations, Section 570.503.

(b) The MUNICIPALITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County Program.

(c) The MUNICIPALITY may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.

#### **SECTION 6. GRANT OF AUTHORITY**

(a) This Agreement covers CDBG and HOME appropriations for fiscal years 1995, 1996 and 1997; starting October 1, 1994 through September 30, 1997. This Agreement remains in effect until the CDBG and HOME funds and income received with respect to the three-year qualification period and successive qualification periods, are expended and the funded activities completed. The COUNTY and the MUNICIPALITY may not terminate or withdraw from the Agreement while the Agreement remains in effect.

(b) This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the COUNTY or the MUNICIPALITY provides written notice it elects not to participate in a new qualification period. The COUNTY will notify the MUNICIPALITY in writing of its right to make such election by the date specified in the next urban county qualification notice.

(c) Failure by either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a

subsequent three-year urban qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period.

#### **SECTION 7. PERFORMANCE OF SERVICES/CONTRACTS**

(a) As to the use of the CDBG and HOME funds received by the COUNTY, the COUNTY may either carry out the CDBG and HOME Programs for the MUNICIPALITY or, in the event that the parties jointly determine that it is feasible for the MUNICIPALITY to perform any services in connection with the CDBG and HOME Programs, the COUNTY may contract with the MUNICIPALITY for the performance of such services.

(b) Any contracts entered into pursuant to Section 7 (a) above shall contain provisions which obligate the MUNICIPALITY to undertake all necessary actions to carry out the CDBG, HOME Program and Comprehensive Housing Affordability Strategy Plan, where applicable; within a specified time frame and in accordance with the requirements of Title I of the Housing and Community Development Act of 1974, as amended, and any and all other applicable laws and implementing regulations.

(c) The MUNICIPALITY agrees to undertake and accomplish all necessary actions, as determined by the County, in order to carry out the Community Development Block Grant Program, the HOME Program, and the Comprehensive Housing Affordability Strategy.

#### **SECTION 8. APPLICABLE LAWS/COMPLIANCE**

(a) The MUNICIPALITY and the COUNTY agree to take all required actions to comply with the COUNTY'S certification required by Section 104(b) of Title I of

the Housing and Community Development Act of 1974, as amended, including but not limited to, Title VI of the Civil Rights Acts of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, The Americans with Disabilities Act of 1990 and all other applicable laws, rules and regulations. The MUNICIPALITY agrees to comply with all auditing requirements imposed by law, rule, regulation or the COUNTY.

(b) The MUNICIPALITY acknowledges and understands that noncompliance by the MUNICIPALITY with all applicable provisions of laws, rules or regulations may constitute noncompliance by the entire urban county program and the COUNTY as the grantee and the MUNICIPALITY assume responsibility therefore.

#### **SECTION 9. FAIR HOUSING**

The MUNICIPALITY acknowledges that the COUNTY will prohibit urban county funding for activities in or in support of the MUNICIPALITY if the MUNICIPALITY does not affirmatively further fair housing within the MUNICIPALITY'S jurisdiction and/or if the MUNICIPALITY impedes the COUNTY'S actions to comply with its fair housing certification.

#### **SECTION 10. LAW ENFORCEMENT**

The MUNICIPALITY has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. Furthermore, the MUNICIPALITY has adopted and is enforcing a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within

its jurisdiction. In furtherance of this provision, specifically, and all other provisions of this Agreement, generally, the MUNICIPALITY agrees to indemnify and hold the COUNTY harmless to the fullest extent provided by law.

#### **SECTION 11. STATUS OF MUNICIPALITY**

Pursuant to 24 CFR 570.501(b), as well as all other applicable law, the MUNICIPALITY agrees that it is, at a minimum, subject to the same requirements applicable to grantee subrecipients.

#### **SECTION 12. REAL PROPERTY**

The MUNICIPALITY and the COUNTY agree with the following standards regarding real property acquired or improved in whole or in part using the Community Development Block Grant funds:

(a) The MUNICIPALITY shall notify the COUNTY, in a timely manner, of any modification or change in the use of real property from that intended at the time of the acquisition or improvement including disposition thereof.

(b) The MUNICIPALITY shall reimburse the COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-Community Development Block Grant funds) of property acquired or improved with Community Development funds that is disposed of or transferred for use incongruent with Community Development Grant regulations.

(c) In the event of the COUNTY'S failure to qualify as an urban county or a change in status of the MUNICIPALITY, any program income generated from the disposition or transfer of property shall be paid to the COUNTY.

#### **SECTION 13. EFFECTIVE DATE**

This Agreement shall take effect upon the execution of the Agreement by the parties.

**SECTION 14. COUNTERPARTS**

This Agreement may be executed in counterparts each of which shall be deemed an original.

IN WITNESS WHEREOF, the MUNICIPALITY and the COUNTY do hereby authorize and have executed this Agreement as of the date first hereinbefore written.

ATTEST:

THE CITY OF SATELLITE BEACH  
COUNTY OF BREVARD

BY: Mary E. Rogers  
City Clerk

BY: Robert Lisdale  
Mayor

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

Sandy Crawford  
Sandy Crawford, Clerk

Truman G. Scarborough, Jr.  
Truman G. Scarborough, Jr., Chairman

AS APPROVED BY THE BOARD

ON: 6-7-94

The terms and provisions of this Agreement are fully authorized under State and local law. This Agreement provides full legal authority for Brevard County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.

Scott Knox  
Scott Knox, County Attorney

STATE OF FLORIDA  
COUNTY OF BREVARD  
This is to certify that the foregoing is a true and correct copy of Agreement witnessed by my hand and official seal this 6<sup>th</sup> day of January 1995  
SANDY CRAWFORD  
Clerk, Circuit Court  
BY E. M. O'Leary J.C.

DK:ADMIN:CTYAGR

**MEMORANDUM OF UNDERSTANDING**

This memorandum is entered into this 18<sup>th</sup> day of October, 1994, between the Board of County Commissioners of Brevard County, Florida and the City of Satellite Beach, Florida, hereinafter referred to as "COUNTY" and "CITY," respectively.

**WITNESSETH:**

WHEREAS, the COUNTY has requested that the CITY enter into a Cooperation Agreement with the COUNTY in order to qualify the COUNTY as an "Urban County" pursuant to the requirements of the U.S. Department of Housing and Urban Development Community Development Block Grant program; and

WHEREAS, the U.S. Department of Housing and Urban Development has required the COUNTY and CITY to include certain phrases and statements in such Cooperation Agreement; and

WHEREAS, such statements, as phrased in sections 2, 3, 7, 8, 11 and 12 of the subject Cooperation Agreement executed this date are of questionable applicability and concern to the CITY; and

WHEREAS, such statements cannot be phrased differently to the satisfaction of the U.S. Department of Housing and Urban Development; and

WHEREAS, the CITY wishes to cooperate with the COUNTY but also wishes to establish further clarification as to the intent, purpose and applicability of sections 2, 3, 7, 8, 11 and 12 of the subject agreement as far as the COUNTY is concerned.

NOW, THEREFORE, in consideration of the preceding, the COUNTY and CITY do hereby further concur that:

1. The CITY hereby authorizes the COUNTY to make application for Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (HUD). The CITY shall authorize the COUNTY to include the CITY's population for the purposes of calculating and qualifying for Community Development Block Grants to the County.

2. Urban renewal activities utilizing Community Development Block Grant funds are not considered eligible program activities within the CITY since the CITY's census block group median income level exceeds thresholds for the use of such programs as specifically provided in the Federal regulations. Consequently, the COUNTY will not sponsor, promote or apply for any use of Community Development Block Grant funds within the CITY unless the CITY expressly approves the project related to such use and deems that the proposed use(s) of such funds is eligible according to and consistent with the goals, objectives and policies of the CITY's Comprehensive Plan adopted pursuant to state law. Therefore, no program or activity shall be undertaken unless such is first expressly approved by the CITY and deemed to be eligible by the City Council.
3. Direct benefit projects for which low and moderate income persons are eligible for assistance such as, housing rehabilitation for code compliance and subsidized child care services, will also be subject to approval of the City Council as stated above in Section 2.
4. The CITY may submit to the COUNTY any project which it deems eligible and the COUNTY will give due discretionary consideration to same in the development of each annual work program.

Executed this 18th day of October, 1994.

ATTEST:

  
 Sandy Crawford, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

  
 Truman G. Scarborough, Jr., Chairman

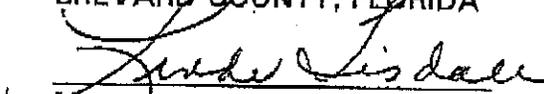
AS APPROVED BY THE BOARD ON:

10-18-94

ATTEST:

  
 Mary Rogers  
 City Clerk

CITY OF SATELLITE BEACH  
BREVARD COUNTY, FLORIDA

  
 Linda Lisdahl  
 Mayor

*Picked up by Brevard  
County 7-7-94 ps*

### RESOLUTION NO. 598

A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, ENTERING INTO A COOPERATIVE AGREEMENT WITH BREVARD COUNTY, FLORIDA, FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, FISCAL YEARS 1995, 1996 AND 1997; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Housing and Community Development Act of 1974, as amended, makes provisions whereby counties may enter into Cooperation Agreements with certain units of local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants; and

WHEREAS, the cooperation of the City of Satellite Beach, Florida, and the Board of County Commissioners of Brevard County, Florida is essential for the successful planning and implementation of the Community Development Block Grant Program under an "Urban County" designation by the U.S. Department of Housing and Urban Development; and .

WHEREAS, the assurances and the items of agreement contained in the Cooperation Agreement are realistic and consistent with guidelines stipulated by the U.S. Department of Housing and Urban Development.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Satellite Beach, Brevard County, Florida, as follows:

**SECTION 1.** The City of Satellite Beach, Florida, does hereby agree to adopt the Cooperation Agreement with the Board of County Commissioners of Brevard County, Florida to participate in the Community Development Block Grant Program for Fiscal Years 1995, 1996 and 1997.

**SECTION 2.** The Mayor is hereby authorized to sign the Cooperation Agreement and the City Clerk to attest to same.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

ADOPTED BY the City Council of the City of Satellite Beach, Florida, this 15 day of June, 1994.

ATTEST:

*Leslie Sisdale*  
Mayor

*Mary E. Rogers*  
City Clerk

Approved as to Form:

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

DK:HUD:Satres

I hereby certify that this is a true and accurate copy of Resolution No 598 adopted by the City Council of the City of Satellite Beach on June 15, 1994  
*Mary E. Rogers*  
Mary E. Rogers, City Clerk

**COMMUNITY DEVELOPMENT BLOCK GRANT  
INTERLOCAL COOPERATION AGREEMENT**

**THIS AGREEMENT** is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **CITY OF SATELLITE BEACH**, a municipal corporation (hereinafter referred to as "**MUNICIPALITY**"), and **BREVARD COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "**COUNTY**").

**WITNESSETH**

**WHEREAS**, the Housing and Community Development Act of 1974, as amended, makes provisions whereby urban counties may enter into cooperation agreements with certain units of local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants; and

**WHEREAS**, this Agreement covers both the Community Block Grant Entitlement and the HOME investment Partnership programs; and

**WHEREAS**, it is the desire of the parties to this Agreement that the COUNTY undertake activities to plan and carry out the Community Development Block Grant and HOME Investment Partnership Programs (hereinafter referred to as "**HOME**") for the benefit of the residents of Brevard County; and

**WHEREAS**, interlocal agreements of this type are authorized by Part 1, Chapter 163, Florida Statutes, as well as other applicable law.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**SECTION 1. RECITALS**

The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

**SECTION 2. COUNTY ADMINISTRATION**

The COUNTY agrees to provide, at no cost to the MUNICIPALITY, the staff, resources, and other services necessary to plan and administer Community Development Block Grant, (hereinafter referred to as "**CDBG**"), and HOME Investment Partnership Programs.

**SECTION 3. MUTUAL COOPERATION**

The COUNTY and MUNICIPALITY agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

#### **SECTION 4. PROJECTS FUNDED**

(a) The COUNTY agrees to facilitate, encourage and allow municipal officials and the citizens of the MUNICIPALITY to have the full and open opportunity to submit projects for funding consideration.

(b) The MUNICIPALITY understands and agrees that the COUNTY will have final and ultimate responsibility for selecting activities to be funded through the CDBG Program and for annually filing the Consolidated Action Plan with HUD.

#### **SECTION 5. MUNICIPALITY OBLIGATIONS**

(a) The MUNICIPALITY and the COUNTY agree that pursuant to the provisions of Title 24, Code of Federal Regulations, including, but not limited to, Section 570.501(b), the MUNICIPALITY is subject to the same requirements applicable to sub-recipients, including but not limited to, the requirement for a written agreement set forth in Title 24, Code of Federal Regulations, Section 570.503.

(b) The MUNICIPALITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County Program.

(c) The MUNICIPALITY may not participate in a HOME consortium except through the Urban County Program, regardless of whether the Urban County Program receives a HOME formula allocation. By participating in the Urban County Program, the MUNICIPALITY will also be participating in the COUNTY's HOME program; however, this will not preclude the MUNICIPALITY from applying for funding under the State of Florida's HOME Program.

(d) The MUNICIPALITY and the COUNTY pursuant to the Consolidated and Further Continuing Appropriations Act of 2015, Publication L 113-235, may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

#### **SECTION 6. GRANT OF AUTHORITY AND TERM OF AGREEMENT**

(a) This Agreement covers CDBG and HOME appropriations for fiscal years 2016, 2017, and 2018; starting October 1, 2015 through September 30, 2018. This Agreement remains in effect until the CDBG and HOME funds and program income received with respect to funding for fiscal years 2016, 2017, and 2018 and successive three year qualification periods, are expended and the funded activities completed. The COUNTY and the MUNICIPALITY may not terminate or withdraw from the Agreement while the Agreement remains in effect.

(b) This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the COUNTY or the MUNICIPALITY provides written notice it elects not to participate in a new qualification period. The COUNTY will notify the MUNICIPALITY in writing of its right to make such election by the date specified in the next urban county qualification notice.

(c) Failure by either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period.

## **SECTION 7. PERFORMANCE OF SERVICES/CONTRACTS**

(a) As to the use of the CDBG and HOME funds received by the COUNTY, the COUNTY may either carry out the CDBG and HOME Programs for the MUNICIPALITY or, in the event that the parties jointly determine that it is feasible for the MUNICIPALITY to perform any services in connection with the CDBG and HOME Programs, the COUNTY may contract with the MUNICIPALITY for the performance of such services.

(b) Any contracts entered in to pursuant to Section 7(a) above shall contain provisions which obligate the MUNICIPALITY to undertake all necessary actions to carry out the CDBG Program, HOME Program, and the Consolidated Plan, where applicable; within a specified time frame and in accordance with the requirements of Title 1 of the Housing and Community Development Act of 1974, as amended, and any and all other applicable laws and implementing regulations.

(c) The MUNICIPALITY agrees to undertake and accomplish all necessary actions, as determined by the County, in order to carry out the CDBG Program, the HOME Program, and the Consolidated Plan, for the purposes of complying with the law.

## **SECTION 8. APPLICABLE LAWS/COMPLIANCE**

(a) The MUNICIPALITY and the COUNTY agree to take all required actions to comply with the COUNTY'S certification required by Section 104(b) of Title 1 of the Housing and Community Development Act of 1974, as amended, including but not limited to, Title VI of Civil Rights Acts of 1964, The Fair Housing Act, Section 109 of Title 1 of the Housing and Community Development Act of 1974, The Americans with Disabilities Act of 1990 and all other applicable laws, rules and regulations. The MUNICIPALITY agrees to comply with all auditing requirements imposed by law, rule, regulation or the COUNTY.

(b) The MUNICIPALITY acknowledges and understands that noncompliance by the MUNICIPALITY with all applicable provisions of laws, rules or regulations may constitute

noncompliance by the entire Urban County Program and the COUNTY as the grantee and the MUNICIPALITY assumes responsibility therefore.

#### **SECTION 9. FAIR HOUSING**

The MUNICIPALITY acknowledges that the COUNTY will prohibit urban county funding for activities in, or in support of the MUNICIPALITY, if the MUNICIPALITY does not affirmatively further fair housing within the MUNICIPALITY'S jurisdiction and/or if the MUNICIPALITY impedes the COUNTY'S actions to comply with its fair housing certification.

#### **SECTION 10. LAW ENFORCEMENT**

The MUNICIPALITY has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. Furthermore, the MUNICIPALITY has adopted and is enforcing a policy of enforcing applicable state and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction. In furtherance of this provision, specifically, and all other provisions of this Agreement, generally, the MUNICIPALITY agrees to indemnify and hold the COUNTY harmless to the fullest extent provided by the law.

#### **SECTION 11. STATUS OF MUNICIPALITY**

Pursuant to 24 CFR 570.501(b), as well as all other applicable law, the MUNICIPALITY agrees that it is, at a minimum, subject to the same requirements applicable to grantee sub-recipients.

#### **SECTION 12. REAL PROPERTY**

The MUNICIPALITY and the COUNTY agree with the following standards regarding real property acquired or improved in whole or in part using the CDBG funds:

(a) The MUNICIPALITY shall notify the COUNTY, in a timely manner, of any modification or change in the use of real property from that intended at the time of the acquisition or improvement including disposition thereof.

(b) The MUNICIPALITY shall reimburse the COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG funds) of property acquired or improved with CDBG funds that is disposed of or transferred for use incongruent with CDBG regulations.

(c) In the event of the COUNTY'S failure to qualify as an urban county or a change in status of the MUNICIPALITY, any program income generated from the disposition or transfer of property shall be paid to the COUNTY.

**SECTION 13. EFFECTIVE DATE**

This Agreement shall take effect upon execution of the Agreement by the parties.

**SECTION 14. COUNTERPARTS**

This Agreement may be executed in counterparts each of which shall be deemed an original.

**IN WITNESS WHEREOF**, the **MUNICIPALITY** and the **COUNTY** do hereby authorize and have executed this Agreement as the date first hereinbefore written.

ATTEST:  
COUNTY OF BREVARD

CITY OF SATELLITE BEACH

BY: \_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
CITY MAYOR

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Scott Ellis, Clerk of Courts

\_\_\_\_\_  
Robin Fisher, Chairman

AS APPROVED BY THE BOARD

ON: \_\_\_\_\_

The terms and provisions of this Agreement are fully authorized under State and local Law. This Agreement provides full legal authority for Brevard County to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly-assisted housing.

\_\_\_\_\_  
Scott Knox, County Attorney

\_\_\_\_\_



## CITY COUNCIL AGENDA ITEM

# #12

### DISCUSS/TAKE ACTION ON CITY MANAGER SALARY ADJUSTMENT

To: City Council

From: Councilwoman Lorraine Gott

Meeting Date: 7/1/2015

Department: Legislative

**Recommended Action:** Increase City Manager Courtney Barker's annual salary to \$122,500 effective April 15, 2015 (her second employment anniversary with SB).

**Summary:** It is customary to review a City Manager's salary at certain milestones (e.g., 6 months/1year/upon evaluation/etc.). Although Ms. Barker has been with us for more than two years and has performed admirably, her salary has not been reviewed.

**[1]** To gain a reasonable perspective on what her salary should be, I have reviewed **data provided by Colin Baenziger** in his "2015 Florida City Manager Survey." Attached are the data reported by the 7 Brevard municipalities included in the survey, including the **3 cities with populations comparable to SB:**

- Cocoa Beach (pop. 11,214)
- Satellite Beach (pop. 10,109)
- Cape Canaveral (pop. 9,998)
- Indian Harbour Beach (pop. 8,737)
- Some of these cities do not provide all the **services** provided by SB (such as Police and paid FD).
- None match the degree, complexity, and sophistication of **SB's operations**, including:
  - Ongoing working relationship with PAFB
  - Paid FD with ALS, Community Paramedic program, CFAL
  - Regional recreation provider (SBS&RP)
  - Environmental land preservation on the river and the ocean
  - Leader in stormwater projects to help restore the Lagoon

**[2]** In addition to overseeing all of these special aspects of SB, Ms. Barker also has numerous remarkable **achievements directly attributable to her leadership**. Highlights from just two years include:

- Restored our City's excellent reputation with other entities (including Florida Today), restored employee morale, and ended the controversies that were consuming our City.
- Built City reserves from the zero balance she inherited to >\$1 million by end of this fiscal year.

- Initiated steps to establish SB as a leader in community resiliency, becoming a sought-after speaker in Florida and other states on this issue.
- Gave new life to our moribund redevelopment efforts.
- Initiated steps to find a solution for the vacant 100 acres.
- Took steps to help create a multi-city employees health clinic.
- Re-established badly-needed long-range planning for capital assets and infrastructure improvements.

[3] Even though Ms. Barker is managing probably the most operationally-diverse city in Brevard, the City Manager Survey shows that **her salary is the lowest of the 4 comparable cities.**

- Cape Canaveral - \$125,000; Cocoa Beach - \$131,539; Indian Harbour Beach - \$115,000
- Our advertisement for her position showed a starting salary range of \$100-130K.
- We are paying her \$105,000, with no increase or salary review since her hiring.

[4] This is a **fairness issue, not a longevity issue.**

- To those who would argue that Ms. Barker has been a City Manager for only 2 years, I would argue this: "**Look at the results she's produced.** From the day she began, she has consistently performed as a highly-experienced, seasoned manager with sound judgment and an extensive professional network that has greatly benefitted our City."
- It is worth noting that **Cocoa Beach's City Manager** has the same 2 years of experience, and his salary is >\$131K.
- In addition, City payroll records show that, while he was serving as **Acting City Manager**, Jeff Pearson received bonuses (\$2,000 per month) which increased his annual salary to \$112,860.

[5] **Additional data from Mr. Baenziger** show the following average salaries for municipalities in Satellite Beach's population range:

<b><u>Population Range</u></b>	<b><u>Average Salary</u></b>
5,000 to 10,000 (42 cities)	\$116,177
10,000 to 20,000 (46 cities)	\$128,799

Since SB's population is at the bottom of the second category, averaging the two salary amounts (\$122,488) would avoid arbitrariness and provide fair compensation for an outstanding City Manager.

**Budget Impacts:** At the end of this fiscal year, the operating budget will have savings from unspent funds in several line items. Until those end-of-year adjustments are made, I recommend taking the **5.5 months of additional salary for this fiscal year (\$8,021)** from unrestricted reserves (with the annual increase to be included in next fiscal year's budget).

**Attachment:** 2015 Florida City Manager Survey

[6] **Other issues for Council's attention:**

- A policy addressing City Manager salary adjustments (when, how, how much, etc.) needs to be established.
- City Manager's benefits should be reevaluated, since they are among the lowest in the four comparable cities.

**FLORIDA  
2015 CITY MANAGER SALARY SURVEY**

	City Name	Population (2010 Census)	# of Full-Time Employees	# of Part-Time Employees	General Fund Budget	Total Budget	Services Not Provided by the City	Name of City Manager / Administrator	Date of Hire	Years of Service as a mgr	Contract	Type of Contract	Length of Contract	Automatic Renewal	Date of Last Renewal	Annual Salary	
136	Rockledge	25,662	234	11	\$16,231,377	\$27.7 million	Water	James P. McKnight	4/16/1986	29	Yes	Employment	current is 5 years	No	Apr-11	\$143,170	
137	West Melbourne	18,355	101	7	\$13,601,450	\$27,585,300	FD or some utilities; provide Water/Sewer and PD	Scott Morgan	6/16/2009	7	Yes	Employment Agreement	original for 3 yrs (7/20/09 - 7/19/12); renewed for 1 yr (thru 7/19/13); renewed for 5 yrs (thru 7/19/18)	no	May 21, 2013	\$119,340	\$119,340.00 as of October 1, 2014
135	Cocoa	17,140															
84	City of Cape Canaveral	9,998	42	8	13.1 Mil	34.4 Mil	Police, Solid Waste and Fire Contracted	David L. Greene	01-Jun-10	35 years	Yes	Employment Agreement	At Will Employee	No	NA	\$125,000	
138	City of Cocoa Beach	11,214	197	111	\$24,903,154.00	\$44,231,815.00	n/a	Robert J. Majka Jr.	01-Oct-12	2 years, 2 months	Yes	Employment Agreement	until terminated by City or Mgr	until terminated by City or Mgr	N/A - Initial contract executed 8/22/12	\$131,539	
139	Satellite Beach	10,109	87	54	9 million	12 million	water/sewer	Courtney Barker	15-Apr-13	2 years, 1 month	yes	Employment Agreement	Unlimited	yes	N/A	\$105,000.00	
140	City of Indian Harbour Beach	8,737	50	Varies we have part-time in summer lifeguards and camp counselors	\$6,934,121.00	\$7,164,631.00	Police, Volunteer Fire Department Public Works Recreation Dept. with pool	Mark Ryan	22-Apr-14	30+ years service as a City Manager	Yes	Unlimited	Unlimited	Yes	N/A	\$115,000	

**FLORIDA  
2015 CITY MANAGER SALARY SURVEY**

City Name	Date of Last Increase	Performance Bonus	P Bonus is Based on	Amount of Exp Allowance	Car Allowance per month	Housing Allowance	Severance Pay	Severance Pay Amount	Severance Pay includes Pension and Health Insurance	Annual Leave Days	Sick Leave	Personal Days	Paid Holidays	Medical Insurance, Portion the City Pays	Dental Insurance, Portion, the City Pays
Rockledge	10/1/2014	No	NA	\$0.00	\$450.00	0	Yes	Up to 6 months pay	No	28 days	96 hours per year, can carry over	2	9	50%	50%
West Melbourne	21-Oct-14	no	N/A	\$250/month	N/A - City Manager is provided an automobile including fuel, maintenance, insurance and operating needs	N/A	Yes	3 months	yes	15	8 days annually	1	10 annually	100%	100%
Cocoa															
City of Cape Canaveral	6/1/2014	Yes	Annual Performance Evaluation administered by City Council	Reasonable Job Related Expenses paid by City	\$350.00	NA	Not to exceed 6 month salary	Contingent upon Salary at time of separation	No	Awarded Paid Time Off at rate of 5 years of service	None	Birthday	11	100%	100%
City of Cocoa Beach	10/1/2014	Eligible	City Commission on basis of annual CM evaluation	\$100/month phone allowance	\$200.00	0	Yes	4 months of base salary	no	168 (Paid Time Off-PTO)	n/a	n/a	11	100%	100%
Satellite Beach	N/A	No	N/A	\$50/month for phone	\$400.00	0	Yes	6 weeks plus all earned sick and vacation time	no	same as all employees	same as all employees	same as all employees	11	100% for CM; 50% for dependents (same as all employees)	100% for CM; 50% for dependents (same as all employees)
City of Indian Harbour Beach	N/A	No	No	\$100 for Cell Phone	\$400.00	No	Only if terminated	6 months plus all earned sick and vacation time	No	80 hours 1st year and then increases every two years of service	A day a month	0	11	All for Employee	All for Employee

**FLORIDA  
2015 CITY MANAGER SALARY SURVEY**

City Name	Vision Insurance, Portion, the City Pays	Life Insurance Amount Paid By City	Short Term Disability Paid by City	Long Term Disability Paid by City	Pension	Date of Last Update	Survey Completed by	Title of Person Completing Survey	Telephone Number	E-Mail Address	
Rockledge	50%	\$250K, plus \$20K	No	Yes	Yes	1/27/2015	James P. McKnight	City Manager	321-690-3978	jmcknight@cityofrockledge.org	1
West Melbourne	100%	100%	100%	100%	10% of salary	2/3/2015	Sue Frank	City Clerk	321-837-7774	SFrank@WESTMELBOURNE.ORG	1
Cocoa											
City of Cape Canaveral	100%	100%	No	Yes	Yes	12/17/2014	Jane Ross	HR Director	321-868-1220 Ext. 225	j.ross@cityofcapecanaveral.org	1
City of Cocoa Beach	0%	100% (value of \$100,000)	0%	100%	401(a) - City pays 7% of base salary & will match 3% if mng. contributes 3% of base salary.	n/a	Eileen Clark	Deputy Chief Financial Officer	321-868-3207	eclark@cityofcocoabeach.com	1
Satellite Beach	100% for CM; 50% for dependents (same as all employees)	\$60,000	0	0	401(a) - City pays 5% of base salary & CM pays 5%	5/1/2015					
City of Indian Harbour Beach	All for Employee	All for Employee	No	No	Florida Retirement System	12/18/2014	Debbie Maliska	City Clerk	321-773-3181	dmaliska@indianharbour.org	1

#13

7-1-15

**AGENDA**  
**CITY COUNCIL**  
**PROPOSED REGULAR MEETING**

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

**JULY 15, 2015**  
**7:00 P.M.**

1. **CALL TO ORDER BY MAYOR CATINO**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE LED BY MAYOR CATINO**
3. **RECOGNITION OF LONG-TIME VOLUNTEER JOHN BAKER**
4. **CITIZEN COMMENTS**
5. **CITY COUNCIL COMMENTS**
6. **CITY MANAGER REPORT**
7. **DISCUSS/TAKE ACTION ON RESULTS OF REQUEST FOR QUALIFICATIONS FOR BOND COUNSEL (RFP NO. 14/15-07)**
8. **DISCUSS/TAKE ACTION ON INVITATION TO BID FOR DANCE FLOOR REPLACEMENT (ITB NO. 14/15-06)**
9. **DISCUSS/TAKE ACTION ON AGREEMENT BETWEEN THE CITY OF SATELLITE BEACH AND PATRICK AIR FORCE BASE FOR A LEASE OF THE FOOTBALL FIELD**
10. **DISCUSS/TAKE ACTION ON ORDINANCE NO. 1107, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SECTION 30-706, SATELLITE BEACH CITY CODE, ESTABLISHING AN EFFECTIVE DATE TO REMOVE NUISANCE TREES DEFINED THEREIN; PROVIDING SEVERABILITY; 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.

- 11. DISCUSS/TAKE ACTION ON ORDINANCE NO. 1108, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SECTION 30-416, COMMERCIAL DISTRICT, SATELLITE BEACH CITY CODE, TO AUTHORIZE BOAT STORAGE AS AN ACCESSORY USE, WITH CONDITIONS; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE (FIRST READING)**
- 12. AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING**
- 13. ADOPTION OF MINUTES:**

**AGENDA**  
**CITY COUNCIL**  
**PROPOSED SPECIAL MEETING**

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

**JULY 23, 2015**  
**7:00 P.M.**

- 1. CALL TO ORDER BY MAYOR CATINO**
- 2. DISCUSS/TAKE ACTION ON PRESENTATION OF FY 15/16 BUDGET**
- 3. DISCUSS/TAKE ACTION ON SETTING PROPOSED MILLAGE FOR FY 15/16**

#14  
7-1-15

**CITY COUNCIL REGULAR MEETING  
UNAPPROVED MINUTES  
MAY 20, 2015**

Pursuant to Public Notice, Vice-Mayor Dominick Montanaro convened a regular meeting of the City Council on Wednesday, May 20, 2015, at 7:03 p.m., in the Council Chamber. Those present were Vice-Mayor Dominick Montanaro, Councilman Mark Brimer, Councilwoman Lorraine Gott, Councilman Steve Osmer, City Attorney James Beadle, City Manager Courtney Barker, and City Clerk Leonor Olexa. Mayor Frank Catino was absent.

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

Vice-Mayor Montanaro requested adjustments to the agenda sequence; Council concurred.

**(TIME: 7:05) RECOGNITION OF POLICE DEPARTMENT EMPLOYEE AND VOLUNTEER**

- **DISPATCHER OF THE YEAR: LARRY MELKONIAN**
- **OFFICER OF THE YEAR: ANTHONY HOLLAND**
- **FIVE YEARS: BILL SPIEGELHALTER**

Police Chief Jeff Pearson presented the awards and recapped their achievements. He also presented Officer Don Triebell's background/achievements and congratulated him on his promotion to Corporal. Council thanked the recipients for their exemplary service.

**(TIME: 7:15) PRESENTATION OF PROCLAMATION RECOGNIZING MAY 17-23, 2015, AS "EMERGENCY MEDICAL SERVICES WEEK"**

Vice-Mayor Montanaro read the proclamation recognizing May 17-23, 2015 as Emergency Medical Services Week. Fire Chief Don Hughes presented information on our Emergency Management Services, Community Paramedic Program, and new wireless technology that has aided in patient follow-up care with proven successful results.

**(TIME: 7:25) CITIZEN COMMENTS**

City resident Ron Jurgutis addressed the Fire and Police Departments and volunteers, the FY 13/14 audit report, and Community Resiliency data.

**(TIME: 7:30) COUNCIL COMMENTS**

Councilman Osmer attended the Keep Brevard Beautiful Beach Cleanup, Ashlyn Harris sendoff (2015 FIFA Women's Soccer participant), and the National Space Club meeting where they discussed the multi-user spaceport.

Councilman Brimer attended Ashlyn Harris's sendoff and thanked staff for making this a nice event.

Councilwoman Gott congratulated long-time volunteer John Baker for the recent Florida Today article about his service in removing pepper trees and suggested recognizing him for his many years of service to the City; reported on the South Beaches Coalition (SBC) change in meeting dates to occur between the TAC and TPO meetings; and requested Attorney Beadle to advise on whether the SBC Interlocal Agreement could be amended to allow City Managers to also be alternates for the elected officials (to aid with quorum issues).

Vice-Mayor Montanaro attended National Day of Prayer event, Keep Brevard Beautiful Beach Cleanup, Space Coast League of Cities meeting, and stated that the Ashlyn Harris's sendoff was a great event. He thanked the Boy Scouts for attending this evening's Council meeting.

**(TIME: 7:37) CITY MANAGER REPORT**

City Manager Barker reported on the Mini-Bunko Night, Brevard County School Board Impact Fee District adjustment proposals, 2015 Legislative update, Florida League of Cities "Institute for Elected Municipal Officials" conference, Community Resiliency meeting, a thank-you note for the Building &

Zoning and Police Departments, last day of school on June 1, the upcoming 21-Day Salute to the Flag (beginning June 14 through July 4), and (due to her election as President of the Space Coast Public Managers Association) the need to appoint a replacement for her as the City's alternate member on the Space Coast League of Cities Board of Directors.

Vice-Mayor Montanaro asked for citizen comments; there were no comments.

**ACTION:** Councilman Brimer MOVED, SECOND by Councilwoman Gott, to appoint Councilman Steve Osmer to serve as the alternate member of the Space Coast League of Cities. VOTE: ALL YES. MOTION CARRIED.

She requested cancelling the 6/3/15 meetings to help staff prepare the budget and rescheduling the Community Redevelopment Agency and Council meetings for 6/17/15. Council agreed.

**(TIME: 7:47) DISCUSS/TAKE ACTION ON ESTABLISHING AN AD HOC GREEN COMMITTEE**

City resident Jeff Chestine (who had proposed a sustainability/green committee at a Town Hall meeting to provide "green" initiatives) explained the concept of a five- to seven-member committee that would provide recommendations on an environmental-sustainability plan, as well as criteria needed for committee members. City Manager Barker detailed initiatives/goals of the committee. Council discussed partnering with Indian Harbour Beach (either members of the committee or participating in the projects) and recommended looking at the Leadership in Energy and Environmental Design (L.E.E.D.) standard for businesses with existing/new buildings. Council, by consensus, agreed to move forward with the committee.

**(TIME: 7:57) DISCUSS/TAKE ACTION ON ORDINANCE NO. 1105, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING THE FY 2014-2015 BUDGET ORDINANCE NO. 1096; PROVIDING AN EFFECTIVE DATE (FIRST READING)**

Vice-Mayor Montanaro read Ordinance No. 1105 by title on first reading. Assistant City Manager Andy Stewart presented an overview of the mid-year budget amendments (revenue and expenditures are in line with the adopted FY 14/15 Budget and are continuing to fund reserves) and stated that the audit report for FY 13/14 will be presented at the June 17, 2015 Council meeting. Council discussed the Satellite Beach Woman's Club donations and the recognition signage to be installed when the beach-access project is completed. Council thanked staff for their efforts on the budget.

**(Time: 8:07)** The following City resident addressed Council: Ron Jurgutis.

**ACTION:** Councilman Brimer MOVED, SECOND by Councilwoman Gott, to approve Ordinance No. 1105 on first reading. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 8:11) APPROVE THE BUDGET CALENDAR FOR FY 15/16**

City Manager Barker presented the Budget Calendar for FY 15/16 and requested changing the July 22<sup>nd</sup> special meeting to July 23<sup>rd</sup>; Council concurred.

**(Time: 8:11)** The following Satellite Beach resident addressed Council: Ron Jurgutis.

**ACTION:** Councilman Brimer MOVED, SECOND by Councilman Osmer, to approve the Budget Calendar for FY 15/16 as amended. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 8:14) DISCUSS/PROVIDE DIRECTION ON REQUEST FOR QUALIFICATIONS (RFQ NO. 14/15-07) FOR BOND COUNSEL**

Assistant City Manager Andy Stewart reported on Public Financial Management's recommendation to obtain bond counsel for financing the various capital improvements. Councilwoman Gott recommended

a change in the Request for Qualifications and Councilman Brimer inquired about public notice of the pre-bid meetings.

**(Time: 8:17)** The following City residents addressed Council: Ron Jurgutis and Dale Abrahams.

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Osmer, to approve moving forward with RFQ No. 14/15-07 for bond counsel services as amended. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 8:23) DISCUSS/TAKE ACTION ON AN AGREEMENT TO ENGAGE PARRISH MEDICAL CENTER AND THEIR CONSULTANT TEAM TO CONDUCT A FEASIBILITY ANALYSIS FOR THE ESTABLISHMENT OF AN EMPLOYEE HEALTH CLINIC**

City Manager Barker discussed details of the collaborative efforts of beachside municipalities to create an employees' health clinic to reduce costs of municipal health insurance plans. The clinic would be located within a portion of the Schechter Center (Police Athletic League offices). Council discussed the proposed clinic.

**(Time: 8:40)** The following City residents addressed Council: Ron Jurgutis and Dale Abrahams.

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Osmer, to approve the conceptual plan of the employee health clinic model for the medical doctor, approve the Interlocal Agreement with Parrish Medical Center to begin the Feasibility Analysis, and direct staff to work with the Police Athletic League to create a renovation plan and budget for City Council's approval. VOTE: ALL YES. MOTION CARRIED.

**Vice-Mayor Montanaro recessed the meeting at 8:50 p.m. Council reconvened at 9:00 p.m.**

**(TIME: 9:00) DISCUSS/TAKE ACTION ON ARCHIVESOCIAL MEDIA SOFTWARE**

City Clerk Leonor Olexa reported on Florida Statute requirements of maintaining the City's social media records, ArchiveSocial media software capabilities, comparable social media software services and costs, positive feedback received from existing ArchiveSocial Media clients (municipalities), and recommended ArchiveSocial. Council discussed investment in updated technology to maintain and retrieve records.

**(Time: 9:07)** The following Satellite Beach resident addressed Council: Gabe Feindt.

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Osmer, to authorize the City Manager to sign an Agreement between the City of Satellite Beach and ArchiveSocial to maintain the City's social media records. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 9:08) DISCUSS/TAKE ACTION ON ANNUAL EVALUATION OF CITY MANAGER**

City Manager Barker stated the information provided in the packet included the City's accomplishments over the last year and the City Manager evaluations of each Councilmember; she thanked Council for their shared vision for the City's future and thanked dedicated staff. Councilwoman Gott addressed City Manager Barker's achievements since being hired by the City, identified her exceptional working relationships with outside agencies, emphasized her proven leadership skills that have aided the City on numerous levels, referenced a 2015 Florida City Manager survey which shows salaries of city managers and information about those cities, noted that Ms. Barker is the lowest paid City Manager of all similar-size cities in Brevard County, and recommended a salary increase to \$122,500 (average of city manager salaries of similar-size municipalities statewide).

**ACTION:** Councilwoman Gott MOVED to increase the City Manager's salary to \$122,500 effectively immediately. MOTION DIED FOR LACK OF A SECOND.

Council expressed their appreciation of City Manager Barker's work and her concern over staff's morale from not getting wage increases during the past economic conditions, and they proposed postponing this matter to the next meeting so that Councilwoman Gott can provide her data in writing for further discussion. City Manager Barker indicated that all employees have been brought up to at least their minimum salary range and a 2-3% increase in the next fiscal year is being evaluated to see if the budget allows.

**(Time: 9:32)** The following City resident addressed Council: Gabe Feindt.

**(TIME: 9:35) AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING**

Council discussed agenda items for the next regular Council meeting.

**(TIME: 9:37) APPOINTMENT ADJUSTMENT TO LIBRARY BOARD**

City Clerk Leonor Olexa provided a follow-up report on the Library Board's recommendation to adjust alternate and primary members to bring the Board into compliance with membership requirements for Indian Harbour Beach residents.

**ACTION:** Councilman Brimer MOVED, SECOND by Councilman Osmer, to change Library Board appointments as follows: **Hope Ascher** from a primary member to an alternate member, term ending August 15, 2016 and **Carol Robitschek** from an alternate member to a primary member, term ending January 20, 2017. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 9:37) ADOPTION OF MINUTES: MAY 6, 2015, WORKSHOP MEETING AND MAY 6, 2015, REGULAR MEETING**

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

Vice-Mayor Montanaro adjourned the meeting at 9:38 p.m.

Leonor Olexa, CMC  
City Clerk

**CITY COUNCIL WORKSHOP MEETING  
UNAPPROVED MINUTES  
JUNE 17, 2015**

Pursuant to Public Notice, Mayor Frank Catino convened a workshop meeting of the City Council on Wednesday, June 17, 2015, at 6:30 p.m., in the Council Chamber. Those present were Mayor Frank Catino, Councilman Mark Brimer, Councilwoman Lorraine Gott, Councilman Steve Osmer, City Manager Courtney Barker, and City Clerk Leonor Olexa. Vice-Mayor Dominick Montanaro was absent.

**(TIME: 6:30 P.M.) INTERVIEW BOARD APPLICANTS [AD HOC GREEN COMMITTEE]**

Council interviewed the following applicants:

- Jeff Chestine
- David Vigliotti
- Eugene Mathews
- Scott Waymire
- John Fergus
- Josh Pause

Council discussed the vision/goals of the Green Committee and having the Committee prepare a final report recommending environmental projects and sustainability initiatives for the City to pursue.

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

Mayor Catino adjourned the meeting at 6:56 p.m.

Leonor Olexa, CMC  
City Clerk

**CITY COUNCIL REGULAR MEETING  
UNAPPROVED MINUTES  
JUNE 17, 2015**

Pursuant to Public Notice, Mayor Frank Catino convened a regular meeting of the City Council on Wednesday, June 17, 2015, at 7:03 p.m., in the Council Chamber. Those present were Mayor Frank Catino, Councilman Mark Brimer, Councilwoman Lorraine Gott, Councilman Steve Osmer, City Attorney James Beadle, City Manager Courtney Barker, and City Clerk Leonor Olexa. Vice-Mayor Montanaro was absent.

Councilwoman Gott led a moment of silence and the Pledge of Allegiance.

**(TIME: 7:04) CITIZEN COMMENTS**

The following Satellite Beach residents addressed Council:

- Joanne Regan announced the August 22, 2015, 7th Annual Raj Shah Memorial Blood Drive.
- Ron Jurgutis addressed the CRA meeting.
- Mark Abraham addressed the Community Resiliency meeting.

**(TIME: 7:11) CITY COUNCIL COMMENTS**

Councilwoman Gott requested moving agenda item 6 up on the agenda; Council concurred.

Councilman Osmer attended the Space Coast League of Cities and National Florida Space Club meetings. He also mentioned the shuttle landing facility (runway) being taken over by the State and adjustments taking place at the Kennedy Space Center that would create more jobs.

**(TIME: 7:13) RECOGNITION OF LIFE-SAVING ACTION ON MEMORIAL DAY AT HIGHTOWER BEACH**

Fire Chief Don Hughes presented a Life Saving Citation Award to Firefighter/Paramedic Darren Pelecki, a Life Saving Citation Award to civilian nurse Paige Hammer, and a Commendation for Meritorious Service to Firefighter/EMT Josh Motta for their efforts in saving a drowning victim at Hightower Beach on May 25th. City Manager Barker commended Fire Chief Hughes for scheduling staff at Hightower Beach due to high public attendance during Memorial Day and rip-current conditions. Council thanked staff and Ms. Hammer for their heroic life-saving efforts.

**(TIME: 7:19) CITY MANAGER REPORT**

City Manager Barker reported on two Family Night Fun Swims; a community meeting on June 24<sup>th</sup> to discuss the Roosevelt Reconstruction Project; the Brevard County Interlocal Agreement regarding the DRS Community Center which identified that no County referendum funds were used for the Teen Zone and building space could be adjusted to provide office space for the proposed employees health clinic; FLC June 25<sup>th</sup> and 26<sup>th</sup> Legislative Committee meetings; thank-you letters received for Commander Bert Berrios and Firefighter/Paramedic Eric Tippins; and the Mid-Reach Beach Improvement Project being fully funded and awaiting the Governor's signature. She introduced summer interns [part-time] who would be assisting with the Ad Hoc Green Committee.

Mayor Catino requested adjustments to the agenda; Council concurred.

**(TIME: 7:25) PUBLIC HEARING: DISCUSS/TAKE ACTION ON ORDINANCE NO. 1105, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING THE FY 2014-2015 BUDGET ORDINANCE NO. 1096; PROVIDING AN EFFECTIVE DATE (SECOND READING)**

Mayor Catino opened the public hearing. City Attorney Beadle read Ordinance No. 1105 by title on second reading.

**(Time: 7:25)** The following Satellite Beach resident addressed Council: Ron Jurgutis.

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Brimer, to adopt Ordinance No. 1105 on second reading. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:28) DISCUSS/TAKE ACTION ON AUDIT REPORT FOR FY 13/14 BY CARR, RIGGS & INGRAM (TIME CERTAIN 7:30 P.M.)**

Debbie Goode and Yvonne Clayborne of Carr, Riggs & Ingram presented an overview of the Financial Statements Year Ended September 30, 2014. All tests were performed for compliance with Florida laws and regulations. No items of significance were revealed, and the City received a clean, unqualified opinion.

**(Time: 7:37)** The following Satellite Beach residents addressed Council: Dan Genovesi, Ron Jurgutis.

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Brimer, to accept the FY 13/14 Financial Audit by Carr, Riggs & Ingram. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:44) DISCUSS/TAKE ACTION ON REQUEST FOR PROPOSAL (RFP) FOR \$2,500,000 TAX EXEMPT LOAN**

Financial Advisor Nick Rocca, of Public Information Management, Inc. discussed the process of sending the RFP to a list of banks (additional banks could be added), reviewing bid results, preparing a summary, and presenting a recommendation to Council at a future meeting. Councilwoman Gott stated she would provide editorial revisions to the RFP to the City Manager [Council concurred]. Council discussed including local banks, structure of the loan (with prepayment options), rates, covenants, and loan parameters if the full \$2.5M was not needed.

**(Time: 7:47)** The following Satellite Beach resident addressed Council: John Fergus.

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Osmer, to approve the Request for Proposal for \$2,500,000 Utility Tax Revenue Note, Series 2015. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:52) DISCUSS/TAKE ACTION ON AGREEMENT BETWEEN THE CITY OF SATELLITE BEACH AND BREVARD COUNTY FOR A PORTION OF THE PROPERTY LOCATED AT HIGHTOWER BEACH FOR ACCESS IMPROVEMENTS TO THE LIFT STATION AS APPROVED BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Rodney Honeycutt, Honeycutt and Associates addressed needed lift station improvements located at Hightower Beach; recapped the past year's coordination with FDEP and Brevard County; and requested Council approve the Perpetual Lift Station Agreement, Addendum, and Contract for Purchase of Easement Rights (to include Exhibit A). Councilwoman Gott detailed errors needing to be corrected on all three documents. Council discussed correction needed for improper parcel ID number, past approval for Option 2 easement for improvements to the lift station, an addendum required for reimbursement of grant funds to FCT, and requested guidance from the City Attorney regarding the contracts presented. City Attorney Beadle addressed Council's concern, felt that the documents were for the County and FCT's paper trail, and did not see a legal problem with having the Mayor sign the documents once the corrections were made.

**ACTION:** Councilwoman Gott MOVED to approve the Perpetual Lift Station Easement with the correction of the parcel ID number. Motion died for lack of a second.

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

**ACTION:** Councilman Brimer MOVED, SECOND by Councilman Osmer, according to City Attorney Beadle's recommendation, to approve the three documents in their totality from Brevard County with revisions to the parcel ID number, and authorize the Mayor to sign. VOTE: THREE YES; ONE NO (Gott). MOTION CARRIED. Councilwoman Gott stated she voted NO due to the errors and ambiguities in the contract and the addendum.

**(TIME: 8:17) DISCUSS/TAKE ACTION ON AGREEMENT BETWEEN THE CITY OF SATELLITE BEACH AND PATRICK AIR FORCE BASE FOR RIGHT OF ENTRY OUTGRANT**

Recreation Director Kerry Stoms stated that under the cooperative efforts of the P4 Initiative, an Agreement is currently underway for the City to lease the Patrick Air Force Base (PAFB) football field for youth sports organizations. It is anticipated that the Wing Commander will sign the Agreement by the end of July. The Right of Entry Outgrant allows the City to begin much-needed maintenance to prepare the fields for future league events. The PAFB field is an important component in the City's future DeSoto Improvement Project to obtain TMDL credits for state-mandated stormwater projects. Council discussed the Agreement and the need to begin work on the existing field to avoid sod replacement costs.

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

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Osmer, to approve the Patrick Air Force Base Right of Entry Agreement. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 8:21) DISCUSS/TAKE ACTION ON AD HOC GREEN COMMITTEE APPOINTMENTS**

Council discussed committee appointments, including whether members who are also serving on the Samsons Island Working Board have a dual-officeholding conflict (City Attorney Beadle advised that a truly advisory committee does not create such a conflict); and the agenda for their first meeting, including having the Mayor chair the meeting until the committee elects its own chair.

**(Time: 8:24)** The following Satellite Beach residents addressed Council: John Fergus, Dale Abrahams.

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Brimer, to appoint Jeff Chestine, John Fergus, Josh Pause, David Vigliotti, Scott Waymire, and Eugene Mathews, to serve as primary members of the Ad Hoc Green Committee. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 8:28) DISCUSS/TAKE ACTION ON FLORIDA SEA GRANT COLLEGE PROGRAM GRANT AUTHORIZATION**

City Manager Barker discussed the Florida Sea Grant that would create a GIS database of the City's buildings and critical infrastructure, and the City's partnership with Stetson University and the University of Florida, which would significantly reduce the cost to create the database. The partnership will also create a model that can be utilized to earn additional credits through the National Flood Insurance Program. Council discussed database costs.

**(Time: 8:35)** The following Satellite Beach residents addressed Council: Dale Abrahams, John Fergus.

**ACTION:** Councilwoman Gott **MOVED, SECOND** by Councilman Brimer, to authorize \$20,000 over two years for a Florida Sea Grant with Stetson University and the University of Florida to create a GIS database of City buildings and critical infrastructure. **VOTE: ALL YES. MOTION CARRIED.**

**(TIME: 8:40) DISCUSS/TAKE ACTION ON CITY COUNCIL FY 15/16 LEGISLATIVE PRIORITIES**

City Manager Barker reported legislative priorities submitted by City Council. Council discussed the following priorities: health impacts to the Indian River Lagoon, dredging the canals and infrastructure needs when addressing stormwater, Amendment 1, costs associated with relocating utilities not to be imposed on the City, and state resources for resiliency planning.

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

Council agreed to move forward with their identified legislative priorities.

**(TIME: 8:49) AGENDA ITEMS FOR THE NEXT REGULAR COUNCIL MEETING**

Council discussed agenda items for the next regular Council meeting and agreed to move award presentations, proclamations, and staff items to the top of agendas before citizen comments.

**(TIME: 8:50) APPOINTMENT TO BOARDS**

**ACTION:** Councilwoman Gott **MOVED, SECOND** by Councilman Brimer, to reappoint primary members as follows: **Tom Willett** to the Board of Adjustment, term ending July 16, 2018 and **Robert Gamin** to the Code Enforcement Board, term ending July 23, 2018. **VOTE: ALL YES. MOTION CARRIED.**

**(TIME: 8:51) ADOPTION OF MINUTES: MAY 20, 2015, REGULAR MEETING**

The minutes were postponed until the next meeting.

Mayor Catino adjourned the meeting at 8:52 p.m.

Leonor Olexa, CMC  
City Clerk

# City of Satellite Beach

# July 2015

**June '15**

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**August '15**

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			<b>1</b> 6:00 p.m. CRA 7:00 p.m. City Council	<b>2</b>	<b>3</b> CANCELLED Beautification Board HOLIDAY	<b>4</b> Independence Day
<b>5</b>	<b>6</b> CANCELLED 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 Beach Coalition 7:00 p.m. SCLC	<b>14</b> 6:00 p.m. Library Board 6:15 p.m. Recreation Board	<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 Island	<b>22</b>	<b>23</b> 1:00 p.m. Ethics Training-Civic Ctr 7:00 p.m. City Council Special Meeting	<b>24</b>	<b>25</b>
<b>26</b>	<b>27</b> 7:00 p.m. CPAB	<b>28</b> 7:00 p.m. CEB	<b>29</b>	<b>30</b>	<b>31</b>	

July '15

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City of Satellite Beach

# August 2015

September '15

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 7:00 p.m. BOA	4	5 6:00 p.m. CRA 7:00 p.m. City Council	6	7 9:00 a.m. Beautification Board	8
9	10 4:30 p.m. South Beach Coalition 7:00 p.m. SCLC	11 6:15 p.m. Recreation Board	12	13 7:00 p.m. CRA Board	14	15
16	17 7:00 p.m. PZAB	18 6:00 p.m. Samsons Island	19 7:00 p.m. City Council	20 7:00 p.m. CRAAB	21	22
23	24 7:00 p.m. CPAB	25 7:00 p.m. CEB	26	27 2:00 p.m. Retirement Boards	28	29
30	31					