CITY OF SATELLITE BEACH

CITY COUNCIL
OCTOBER 5, 2016

REGULAR MEETING
7:00 P.M.

Posted: 09/29/16

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 CHAMBER
565 CASSIA BOULEVARD, SATELLITE BEACH, FL 32937

OCTOBER 5, 2016
7:00 P.M.

1. **CALL TO ORDER BY MAYOR CATINO**

2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE LED BY MAYOR CATINO**

3. **PRESENTATION OF PROCLAMATIONS:**
   - **RECOGNIZING OCTOBER AS "NATIONAL BREAST CANCER AWARENESS MONTH"**
   - **RECOGNIZING OCTOBER AS "DYSAUTONOMIA AWARENESS MONTH"**

4. **CITIZEN COMMENTS**

5. **CITY COUNCIL COMMENTS**

6. **CITY MANAGER REPORT**

7. **DISCUSS/TAKE ACTION ON ACCEPTANCE OF RIGHT-OF-WAY EASEMENT AT 100 SCORPION COURT**

8. **PUBLIC HEARING:**

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

9. DISCUSS/TAKE ACTION ON ORDINANCE NO. 1128, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, UPDATING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE CITY'S COMPREHENSIVE PLAN AS MANDATED BY FLORIDA STATUTES SECTION 163.3177(3)(b); PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE (FIRST READING)

10. DISCUSS/TAKE ACTION ON AN EVALUATION AND APPRAISAL LETTER REGARDING THE COMPREHENSIVE PLAN

11. DISCUSS/TAKE ACTION ON THE CIVIC CENTER RENOVATIONS WORK ORDER WITH QUENTIN L. HAMPTON AND ASSOCIATES

12. PUBLIC HEARING:

    DISCUSS/TAKE ACTION ON ORDINANCE NO. 1124, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SATELLITE BEACH CITY CODE, CHAPTER 50, SOLID WASTE, TO REFLECT NEW SOLID WASTE CONTRACTOR AND NEW CONTRACT; DELETING CONTRACT TERMS FROM ORDINANCE; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE (SECOND READING)

13. PUBLIC HEARING:

    DISCUSS/TAKE ACTION ON ORDINANCE NO. 1129, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SATELLITE BEACH CITY CODE, CHAPTER 26, ENVIRONMENT, BY CREATING A NEW ARTICLE VIII, ENTITLED "ENVIRONMENTAL PROTECTIONS" TO INCLUDE PROVISIONS PROHIBITING EXPANDED POLYSTYRENE (STYROFOAM) AT CITY EVENTS AND SPECIAL EVENTS ON CITY PROPERTY FOR WHICH THE CITY IS A SPONSOR; PROHIBITING THE PURCHASE OF EXPANDED POLYSTYRENE BY CITY; CREATING SECTION 26-144: PURPOSE AND INTENT; SECTION 26-145: DEFINITIONS; SECTION 26-146: PROHIBITING THE SALE, USE AND OTHER ACTIVITIES REGARDING EXPANDED POLYSTYRENE FOOD SERVICES ARTICLES WITHIN THE CITY; SECTION 26-147: PROHIBITING THE PURCHASE OF EXPANDED POLYSTYRENE BY THE CITY; PROVIDING FOR CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE (SECOND READING)

14. AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING

15. APPOINTMENT TO BOARDS

16. ADOPTION OF MINUTES: SEPTEMBER 21, 2016, REGULAR MEETING

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

#3
10-5-16

WHEREAS, Breast cancer is one of the most common cancers diagnosed in the United States. More than 200,000 women (one out of every eight women) will be diagnosed with breast cancer this year; and

WHEREAS, Understanding the risk factors associated with this illness is essential to prevention. Older women and those with a personal or family history of breast cancer are at greater risk of developing the illness; and

WHEREAS, Breast cancer is an unpredictable disease with no exact cause; however, learning more about the symptoms and diagnosis and getting mammogram screenings can help with early detection, which is critical to prevention; and

WHEREAS, The American Cancer Society raises money for educational programs, and the Susan G. Komen Foundation raises money for research and early detection; and

WHEREAS, Coming together as a community to support mothers, daughters, sisters, aunts, and all others who have been impacted, we can all strive to inspire and strengthen the cause through education and research to find a cure to ensure a future free from this illness; and

WHEREAS, The pink ribbon is the most prominent symbol of breast cancer awareness, and in most countries the month of October is National Breast Cancer Awareness Month. The fight for a cure is a never-ending challenge that will one day save the lives of many people.

NOW, THEREFORE, I, Frank P. Catino, Mayor of the City of Satellite Beach, Brevard County, Florida, do hereby proclaim October 2016 as

National Breast Cancer Awareness Month

IN WITNESS WHEREOF, I have signed this Proclamation and caused the seal of the City of Satellite Beach to be affixed this 5th day of October, 2016.

_____

Frank P. Catino, Mayor

WHEREAS, Dysautonomia is a group of medical conditions that result in a malfunction of the autonomic nervous system, which is responsible for essential bodily functions such as respiration, heart rate, blood pressure, digestion, temperature control and more; and

WHEREAS, Forms of Dysautonomia include rare or orphan diseases, such as Multiple System Atrophy and Pure Autonomic Failure, and common diseases, such as Diabetic Autonomic Neuropathy, and there is a lack of awareness about these conditions among the medical community and the general public; and

WHEREAS, Dysautonomia can impact people of all ages, races and backgrounds; and

WHEREAS, Some forms of Dysautonomia can be very disabling and this disability can result in physical pain, social isolation, stress on the families of those impacted, and financial hardship; and

WHEREAS, Increased awareness about Dysautonomia can help patients get diagnosed earlier, and can help foster support for individuals and families coping with Dysautonomia; and

WHEREAS, We seek to recognize the contributions of the professional medical community, patients and family members who are working to educate our citizenry about Dysautonomia in Satellite Beach.

NOW, THEREFORE, I, Frank P. Catino, Mayor of the City of Satellite Beach, Brevard County, Florida, do hereby proclaim the month of October, as:

DYSAUTONOMIA AWARENESS MONTH

IN WITNESS WHEREOF, I have signed this proclamation and caused the seal of the City of Satellite Beach to be affixed this 5th day of October, 2016.

_____

Frank P. Catino, Mayor

City Manager's Report

To: Mayor and City Council Members

From: City Manager Courtney Barker, AICP

Meeting Date: 10/5/2016

On **Saturday, October 8th** the **Friends of the Library** will be holding their **Garage Sale** at the **Satellite Beach Library** beginning at 7:00 a.m. All proceeds will benefit library programs.

The **Police Athletic League (PAL)** will be holding their **Garage and Bike Sale** on **Saturday, October 8th** from **8:00 a.m. – 1:00 p.m.** at the David R. Schechter Community Center.

Saturday, October 15th, is **National Costume Swap Day**! The Recreation Department will be taking in clean, gently used Halloween costumes during office hours from October 4th through 14th. Each donor will receive one swap voucher for each costume dropped off. Return October 15th between **9:00 a.m. – 11:00 a.m.** with your voucher(s) to the Costume Swap and take home some "new to used" costumes.

The **3rd Annual Vintage Volkswagen Show** will be held at the David R. Schechter Community Center on **Sunday, October 16th** from **8:00 a.m. – 4:00 p.m.**

Informational Items:

1. I received a thank you card from a resident who thanked Officer Triebell for helping when she had car trouble (see attached).

2. I will be out of the office on October 13th through 15th for the Florida Redevelopment Association Conference. Suzanne Sherman, Assistant City Manager, will be Acting City Manager during this time.

3. The Sports Park controlled burn will be beginning and occurring over the next two months.

Action Items: None at this time.

8-26-16

Dear Officer Tribbell,

Just a small toucan
of my appreciation.

Sincerely,
Suzanne Underwood

Please see letter enclosed that I started writing in August and finished in September!

September 11, 2016

Dear Officer Trickell,

Even though it was back in early July that you "rescued" me when my Mom's car suddenly quit on DeSoto Parkway, I have not forgotten your kindness that afternoon.

Thank you for helping me get Mom's car safely to Mike's Repair Shop and then seeing me safely home to 142 Skyline Blvd.

Throughout the years that Mom and Dad have lived in Satellite Beach, I had heard good things about your police department. I have now experienced first hand, thanks to you!

I appreciate law enforcement officers, like yourself, who look after the citizens of their communities in big and small ways.

Gratefully,
Suzanne Underwood,
daughter of Peggy Brocato,
a long time resident of
Satellite Beach.

P.S.
Mom's car had a broken gas gauge. It has been repaired and is good to go for my next visit with Mom in October.

CITY COUNCIL AGENDA ITEM

#7

DISCUSS/TAKE ACTION ON ACCEPTANCE OF RIGHT-OF-WAY EASEMENT AT 100 SCORPION COURT

To:	City Manager Courtney Barker
From:	Building Official John Stone
Meeting Date:	10/5/2016
Department:	Building & Zoning

Recommended Action: Approve the right-of-way easement at 100 Scorpion Court.

Summary: Pelican Coast located at the north end of Satellite Beach is comprised of approximately 310 acres with a proposed residential density of 1364 homes. Currently a wall separates the town center of Satellite Beach where schools and shopping are located and the Pelican Coast PUD. In an effort to create greater connectivity between these two locations, staff has reached out to the owners of 100 Scorpion Court requesting a 30 foot wide easement running north and south through their, property. The easement would improve access management and benefit Pelican Coast, schools and local businesses in the area. Currently the only connection between these two locations is Highway A1A and a bike path. With the proposed easement, a right-of-way could be constructed that would connect Scorpion Court to the future development at Pelican Coast on the north side of the wall.

Budget Impacts: None

Attachments:
- Easement
- Aerial
- Concept plan

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
Clifford B. Shepard
2300 Maitland Center Pkwy
Suite 100
Maitland, FL 32751
(407) 622-1772

RIGHT-OF-WAY EASEMENT

THIS RIGHT-OF-WAY EASEMENT is made and entered into this ___ day of _____, 2016, by and between WIRELESS SYSTEMS ENGINEERING, INC., a Florida corporation, whose address is 1370 Highway AlA, Satellite Beach, Florida 32937, hereinafter referred to as the GRANTOR, and the CITY OF SATELLITE BEACH, a municipality of the State of Florida, whose address is 565 Cassia Blvd., Satellite Beach, Florida 32937, hereinafter referred to as the GRANTEE.

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of TEN AND NO/1OO DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant and convey to the GRANTEE and its assigns, a right-of-way easement on the following described real property situate in the County of Brevard, State of Florida:

See attached Exhibit "A" (the "Easement Property")

Included in this right-of-way easement is the right of the GRANTEE and its assigns to access and enter the Easement Property at any time that the GRANTEE may see fit. The purpose of said right-of-way easement is provide access to, from and across GRANTOR's property located at 100 Scorpion Court, Satellite Beach, Florida 32937 and being more particularly described on Exhibit "B" attached hereto (the "GRANTOR Parcel") and to construct and thereafter maintain, repair and replace a road, sidewalks, stormwater management and drainage facilities, landscaping, and related improvements within the Easement Property (collectively, the "Easement Uses"). Should GRANTEE, in its sole and exclusive judgment, decide to construct any of the Easement Uses on the Easement Property, GRANTEE shall simultaneously construct adequate stormwater management facilities so that any stormwater generated upon the Easement Property does not drain to or flow onto the GRANTOR Parcel. GRANTEE shall maintain any Easement Uses constructed or installed by GRANTEE upon the Easement Property in good condition and repair and shall maintain in good condition and repair the Easement Property.

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

THE GRANTEE and its assigns shall have the right to clear, keep clear and remove from said Easement Property any and all obstructions that may interfere with right-of-way thereon by the GRANTEE and its assigns, and the GRANTORS, their successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the said Easement Property.

THE GRANTEE as a part of the consideration of this grant, shall, to the extent and limits permitted by law but not to exceed the limits set forth in Florida Statute §768.28, assume all public liability or responsibility and liability for its use of the Easement Property.

THE GRANTEE also covenants as a part of the consideration of this grant that the granting of this right-of-way easement by GRANTOR shall not be utilized to diminish any of GRANTOR's development rights on the GRANTOR Parcel and that any impervious surface which is constructed or installed by GRANTEE within the Easement Property shall not be included in any future calculations regarding the allowable impervious area on the GRANTOR Parcel (but the area lying within the Easement Property shall be included in the denominator of the formula to determine the impervious area allowable on the GRANTOR Parcel).

THE GRANTOR does hereby covenant with the GRANTEE, that GRANTOR is lawfully seized and possessed of the real estate above-described, that it has a good and lawful right to convey the said right-of-way easement and that it is free from all encumbrances.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, the day and year first above written.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

GRANTOR
WIRELESS SYSTEMS ENGINEEERING, INC., a Florida corporation

By: _____
Christopher J. Hall, as its President

_____
Witness Signature

_____
Printed Name

_____
Witness Signature

_____
Printed Name

STATE OF FLORIDA)
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Christopher J. Hall, as President of Wireless Systems Engineering, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or who produced his Florida Driver's License as identification and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of A.D. 2016.

_____
Notary Public; State of Florida
(Affix Notarial Seal)

_____
Printed Name
My Commission expires: _____

GRANTEE:
City of Satellite Beach, a Florida Municipal Corporation

By: _____
Frank P. Catino, Mayor

_____
Witness Signature

_____
Printed Name

_____
Witness Signature

_____
Printed Name

ATTEST:

_____
Leonor Olexa, CMC, City Clerk

STATE OF FLORIDA)
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Frank P. Catino, as Mayor of the City of Satellite Beach, Florida, who is personally known to me or who produced his/her Florida Driver's License as identification and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of A.D. 2016.

_____
Notary Public; State of Florida
(Affix Notarial Seal)

_____
Printed Name
My Commission expires: _____

EXHIBIT "A"

Easement Property Description

From the Northwest corner of Section 35, Township 26 South, Range 37 East, Brevard County, Florida, run N89°59'04"E along the North line of said Section 35 a distance of 3,733.39 feet to a point which is 425.0 feet West of the West right of way line of State Road A1A and being the Point of Beginning of the herein described easement; thence continue N89°59'04"E along said North line of Section 35 a distance of 30.0 feet; thence run S11 °41 '36"E, parallel with said West right of way line of State Road A 1A a distance of 120.13 feet; thence run S89°59'04"W a distance of 30.0 feet; thence run N11 °41 '36"W a distance of 120.13 feet to the Point of Beginning of the herein described easement.

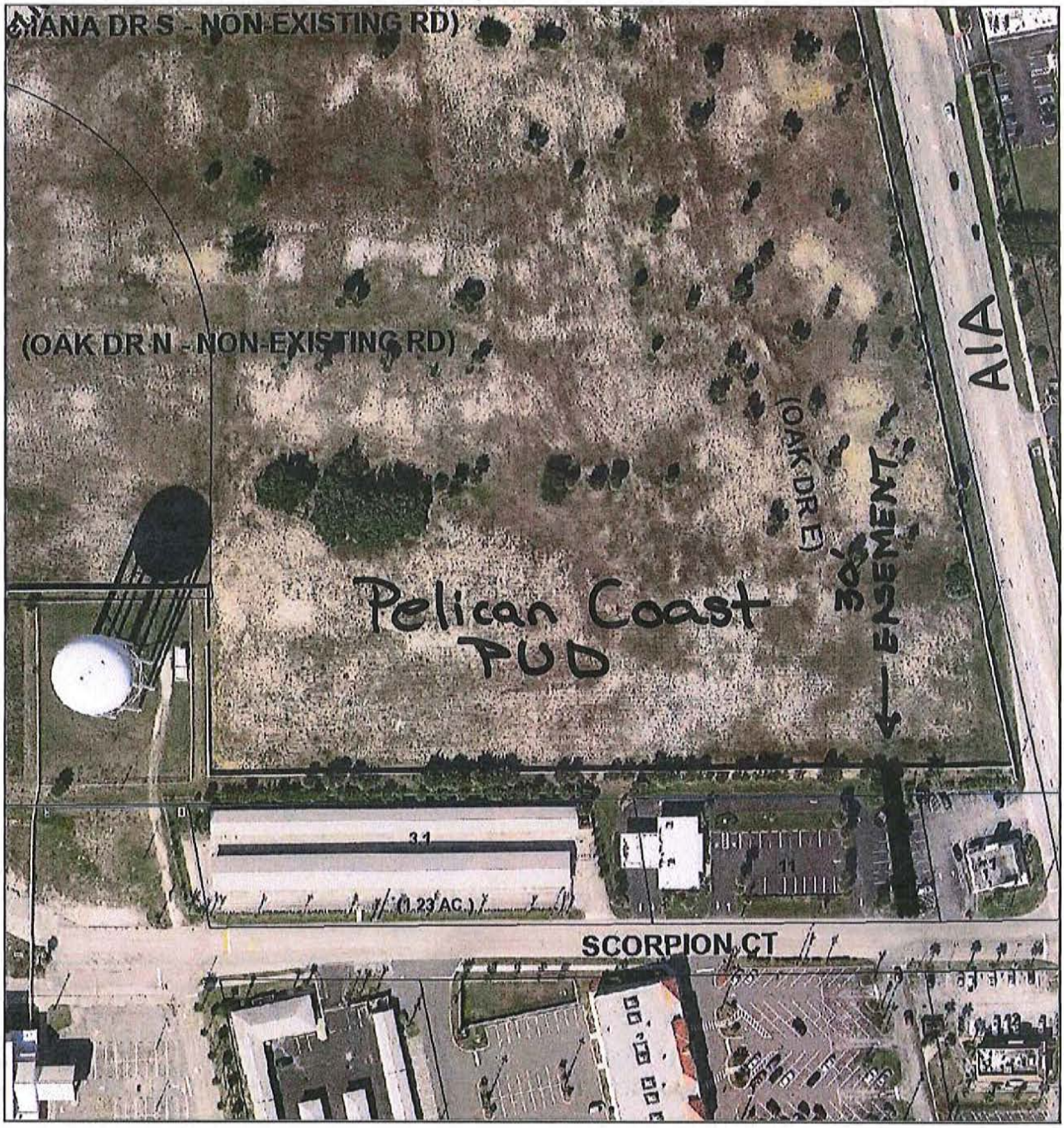
EXHIBIT "B"

Description of GRANTOR Parcel

From the Northwest corner of Section 35, Township 26 South, Range 37 East, Brevard County, Florida, run N 89°59'04" E along the North line of said Section 35, a distance of 3,733.39 feet to a point which is 425.0 feet West of the West right of way line of State Road A1A and being the Point of Beginning of the herein described parcel; thence continue N 89°59'04" E along said North line of Section 35, a distance of 300.0 feet; thence run S 11°41'36" E parallel with said West right of way line of State Road A1A, a distance of 120.13 feet; thence run S 89°59'04" W, a distance of 300.0 feet; thence run N 11°41'36" W, a distance of 120.13 feet to the Point of Beginning of the herein described parcel.

Dana Blickley, CFA
Brevard County Property Appraiser

100 Scorpion Ct – Easement



North Government Complex
400 South St, 5th Floor
Titusville, FL 32780
Phone: (321) 264-6700
Fax: (321) 264-6954

Merritt Island Services Complex
2575 N Courtenay Pkwy
Merritt Island, FL 32953
Phone: (321) 454-6620
Fax: (321) 454-6618

Viera Government Center
2725 Judge Fran Jamieson Wy
Viera, FL 32940
Phone: (321) 690-6880
Fax: (321) 690-6883

South Services Complex
1515 Sarno Rd
Melbourne, FL 32935
Phone: (321) 255-4440
Fax: (321) 255-4439

Palm Bay Service Complex
450 Cogan Dr, SE
Palm Bay, FL 32909
Phone: (321) 952-4574
Fax: (321) 952-4573

Document content intended for assessment purposes only. Not a survey. Map layers may not precisely align. Other disclaimers apply.

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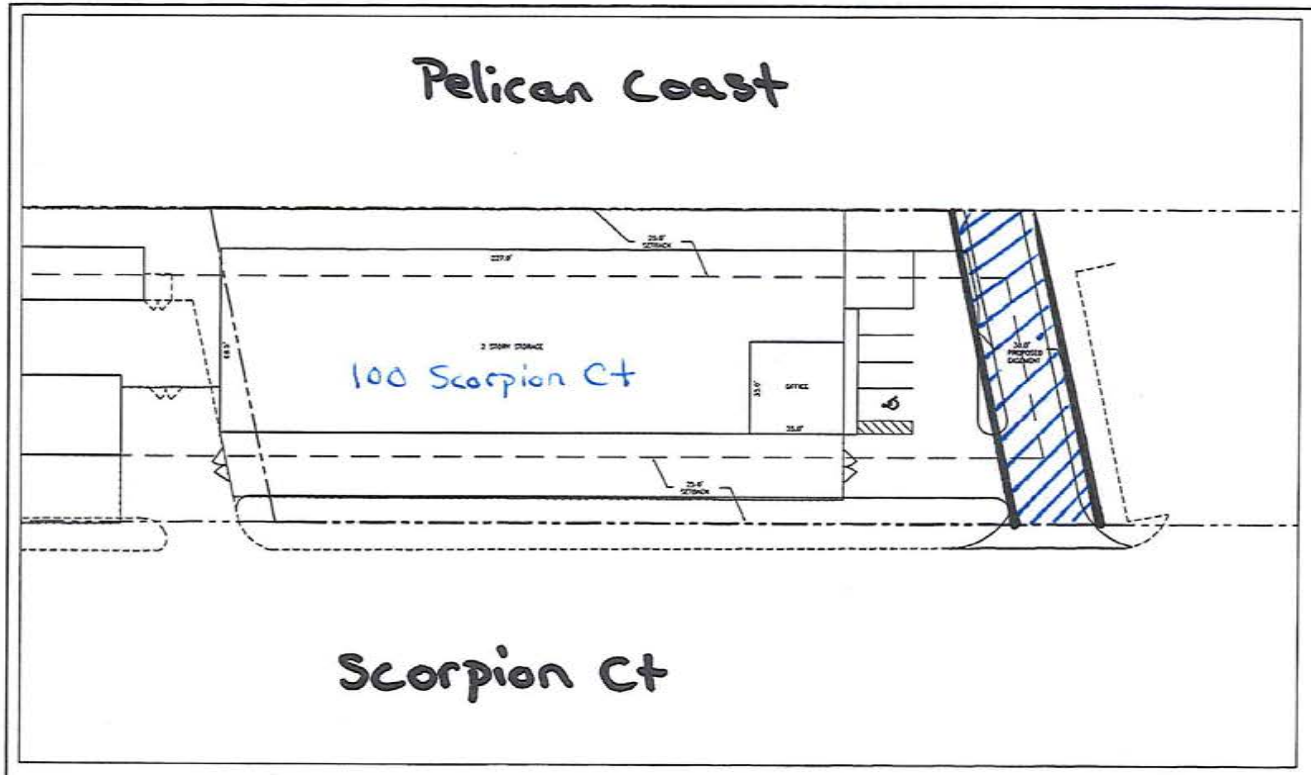
1 : 1,000



SITE CONCEPT PLAN

SCALE : 1" = 20'

SITE INFORMATION

GENERAL STATEMENT

[illegible]

APPLICANT

[illegible]

ENGINEER

MBV ENGINEERING, INC.
1250 EAU GALLIE BLVD - UNIT L
MELBOURNE, FL 32935
(321) 253-1510

LAND USE

COMMERCIAL

ZONING

COMMERCIAL

TAX PARCEL I.D. NUMBER(S)

26-37-35-00-11

TAX ACCOUNT NO.

[illegible]

SITE DATA

SITE AREA	= 35,293 SF = 0.81 AC	= 100.00 %
MAXIMUM BUILDING COVERAGE	70 %	44.0 %
MINIMUM OPEN SPACE	30 %	21.7 %
FRONT BLDG SETBACK	25 FEET	34.0 FEET
SIDE BLDG SETBACK	15 FEET	70.4 FEET
REAR BLDG SETBACK	25 FEET	15.0 FEET

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

72 HOURS BEFORE DIGGING
CALL YOU FIRST
811
KNOW WHAT'S BELOW

REVISIONS	DATE
1	
2	
3	
4	
5	
6	
7	

JOB NO	16-1028
DRAWN	BAM
CHECKED	AR
DATE	JULY 2016
CHECKED	BAM
DATE ISSUED	JULY 2016
SCALE	1" = 20'

MBV ENGINEERING, INC.
MOIA BOWLES VILLANUEVA & ASSOCIATES
CONSULTING ENGINEERING CA 93728
1250 - W. EAU GALLIE BLVD
UNIT L
MELBOURNE, FL 32935
PH. (321) 253-1510
FX. (321) 253-0911
VERO BEACH, FL - PH (772) 569-8884
FT. PIERCE, FL - PH (772) 468-9055

SITE CONCEPT PLAN

SATELITTE STORAGE
SATELITTE BEACH FLORIDA

PHILIP A. MOIA
FL P.E. #47529

DATE:

SHEET
CP1
OF 1
16-1028

CITY COUNCIL AGENDA ITEM #8

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

To:	City Manager Courtney Barker
From:	Building Official John Stone
Meeting Date:	10/5/2016
Department:	Building & Zoning

Recommended Action: Adopt Ordinance No. 1119 on second reading.

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

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

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

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

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

Budget Impacts: None.

Attachments:

- Ordinance No. 1119

#8
10-5-16

ORDINANCE NO. 1119

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

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

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

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

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

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

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

Sec. 30-416. C, commercial district.

* * * * *

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

* * * * *

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

* * * * *

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

* * * * *

(8) Contractor storage yards.

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

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

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

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

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

SECTION 5. This ordinance was duly passed on first reading at a regular meeting of the City Council on the 15th day of June, 2016, and adopted on the second and final reading at the regular meeting of the City Council on the ___ day of _____, 2016.

_____
FRANK P. CATINO, MAYOR

ATTEST:

_____
LEONOR OLEXA, CMC, CITY CLERK

LaRue Planning
& Management Services, Inc.

#9
10-5-16

Memorandum

To: Courtney Barker, City Manager
John Stone, Building Official

From: James G. LaRue, AICP

Date: September 26, 2016

Subject: 5 Year Comprehensive Plan Capital Improvements Element (CIE) Schedule

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The CPAB, acting as the City's Local Planning Agency, at their August 22nd meeting, reviewed the draft of the Capital Improvements Element project schedule. They approved it as satisfactory, and have recommended it to the City Council for inclusion in the Comprehensive Plan after two readings and adoption of the attached City Ordinance. This project schedule has already been presented to the City Council as a part of their 2017 budget process. This CIE project list represents accurate costs for the various projects. We have included only the capital improvement projects and expenditures that are associated with adopted level of service standards in the Comprehensive Plan, such as roads, drainage, water, sewer and recreation. We will be present at the October 5th City Council meeting to answer any questions. The CIE schedule and ordinance are included with this memo.

C: Leonor Olexa, City Clerk

#9
10-5-16

ORDINANCE NO. 1128

AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, UPDATING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE CITY'S COMPREHENSIVE PLAN AS MANDATED BY FLORIDA STATUTES SECTION 163.3177(3)(b); PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE (FIRST READING)

WHEREAS, F.S. §163.3177(3)(b) requires local governments to annually review its Five-Year Schedule of Capital Improvements;

WHEREAS, the Comprehensive Planning Advisory Board, acting as the Local Planning Agency, held its duly-advertised public hearing on August 22, 2016, to review the City's Five-Year Schedule of Capital Improvements, consider suggested updates/modifications to that schedule, and forward its recommendation to the City Council; and

WHEREAS, the City Council desires to adopt the proposed updates/modifications to that Schedule to guide future development of the City and protect the public's health, safety, and welfare.

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

SECTION 1. The City of Satellite Beach City Council hereby revises the Capital Improvements Element of its Comprehensive Plan pursuant to the updated Five-Year Schedule of Capital Improvements attached as Exhibit "A".

SECTION 2. All ordinances or parts of ordinances in conflict are hereby repealed.

SECTION 3. If any part whatsoever of this Ordinance shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining portions.

SECTION 4. This Ordinance shall become effective immediately upon its adoption.

SECTION 5. This Ordinance was duly passed on first reading at a regular meeting of the City Council on the ____ day of _____, 2016, and adopted on the second and final reading after the required public hearing at a regular meeting of the City Council on the ____ day of _____, 2016.

ATTEST: _____ BY: _____

LEONOR OLEXA, CMC, CITY CLERK FRANK P. CATINO, MAYOR

APPROVED AS TO LEGAL SUFFICIENCY:

_____

JAMES BEADLE, CITY ATTORNEY

Exhibit A

Five-Year Capital Improvements Plan FY 16/17 to FY 20/21							
Project Name	**Funding Source**	**Estimated Cost**	**FY 16/17**	**FY 17/18**	**FY 18/19**	**FY 19/20**	**FY 20/21**
Annual Street Resurfacing	CAF	250,000	50,000	100,000	100,000	0	0
SBSRP* Parking Lot Resurfacing	CAF	400,000	0	0	400,000	0	0
200 Block Wilson Avenue Rebuild	CAF	350,000	0	350,000	0	0	0
Crotty Park Improvements	CAF	100,000	0	100,000	0	0	0
DeSoto Field Stormwater Project	SUF	920,000	920,000	0	0	0	0
A1A Improvements	CRTF	300,000	50,000	250,000	0	0	0
Jackson Avenue Complete Street	CRTF	350,000	0	0	350,000	0	0
Gemini Pedestrian Park Project	CRTF	210,000	0	0	10,000	200,000	0
Stormwater Line Replacement	SUF	400,000	100,000	100,000	100,000	100,000	0
Septic Removal/Install Sewer (ballfields)	CAF	60,000	0	60,000	0	0	0
Civic Center Renovations	CRTF	291,150	71,150	100,000	120,000	0	0
Civic Center Renovations	CAF	45,000	45,000	0	0	0	0
Clubhouse Reconstruction Project	CRTF	1,020,000	0	0	100,000	920,000	0
Sunshade at SBSRP*	CAF	18,000	18,000	0	0	0	0
Bleachers for SBSRP*	CAF	32,000	16,000	16,000	0	0	0
DRS** Center PAL*** Renovations	CAF	75,000	75,000	0	0	0	0
Dune Crossovers and Dock Repairs	CAF	45,000	30,000	5,000	6,000	2,000	2,000
DRS Gym Floor Replacements	CAF	100,000	0	0	100,000	0	0
Ballfield Fencing	CAF	15,000	0	5,000	5,000	5,000	0
Playground Replacements	CAF	180,000	0	45,000	45,000	45,000	45,000
SBSRP* Football Press Box/Concession	CAF	100,000	0	0	100,000	0	0
Racquet Ball Courts Resurfacing	CAF	20,000	0	20,000	0	0	0
Tennis Court Resurfacing	CAF	41,000	0	0	0	0	41,000
Skate Park Lights Relamping	CAF	90,000	90,000	0	0	0	0

SBSRP* Field Lighting (2 of 4 fields)	CAF	130,000	0	130,000	0	0	0
New Desoto Tennis Courts	CAF	100,000	0	0	0	100,000	0
TOTAL		**5,642,150**	**1,465,150**	**1,281,000**	**1,436,000**	**1,372,000**	**88,000**

Total Capital Assets Fund (CAF)
Total Stormwater Utility Fund (SUF)
Total Community Redevelopment Agency Trust Fund (CRTF)
Community Services Fund (CSF)

* SBSRP is Satellite Beach Sports Recreation Park
** DRS is David R Schechter
*** PAL is Police Athletic League

Brevard County Public Schools
Summary of Revenue/Expenditures Available (for new construction and remodeling projects only)

	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	5-year Total
Total Revenues	$31,824,794	$30,025,194	$37,596,034	$45,732,114	$59,924,794	$205,102,930
Total Project Costs	$0	$0	$0	$0	$0	$0
Remaining Funds	$31,824,794	$30,025,194	$37,596,034	$45,732,114	$59,924,794	$205,102,930

Source: Brevard County School District 2015-16 Work Plan

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Total	Funded
New Central Area Elementary School	Location not specified	Planned Cost:	$0	$0	$0	$0	$0	$0	N/A
		Student Stations:	0	0	0	0		0	
		Total Classrooms:	0	0	0	0		0	
		Gross Sq. Ft.:	0	0	0	0		0	
New South Area Elementary School	Location not specified	Planned Cost:	$0	$0	$0	$0	$0	$0	N/A
		Student Stations:	0	0	0	0		0	
		Total Classrooms:	0	0	0	0		0	
		Gross Sq. Ft.:	0	0	0	0		0	
		Planned Cost:	**$0**	**$0**	**$0**	**$0**		**$0**	
		Student Stations:	**0**	**0**	**0**	**0**		**0**	
		Total Classrooms:	**0**	**0**	**0**	**0**		**0**	
		Gross Sq. Ft.:	**0**	**0**	**0**	**0**		**0**	

Source: Brevard County School District 2015-16 Work Plan

Additional Project Schedules

Any projects that are not identified in the educational plant survey

Project Description	Location	Num Classrooms	FY 15/16 Actual Budget	FY 16/17 Projected	FY 17/18 Projected	FY 18/19 Projected	FY 19/20 Projected	Total	Funded
South Area Elementary School	Location not specified	47	5,805,000	4,500,000	5,000,000	5,500,000	0	20,805,000	No
Central Area Elementary School	Location not specified	47	0	0	0	0	6,000,000	6,000,000	No
Total		94	5,805,000	4,500,000	5,000,000	5,500,000	6,000,000	26,805,000	

Source: Brevard County School District 2015-16 Work Plan

LaRue Planning
& Management Services, Inc.

#10
10-5-16

Memorandum

To: Courtney Barker, City Manager
John Stone, Building Official
From: James G. LaRue, AICP
Date: September 26, 2016
Subject: Evaluation and Appraisal Letter - Submittal to the State Land Planning Agency

The CPAB reviewed this item at their August 22nd meeting. They have recommended unanimously to forward the enclosed letter to the City Council for their approval as a response to the state requirement that each municipality and county evaluate their Comprehensive Plan every seven years. As the Council is probably aware, the formal Evaluation and Appraisal Report is no longer required and each local government, in this response letter, must indicate if Comprehensive Plan Amendments are necessary to reflect changes in state requirements since the last update of their Comprehensive Plan.

In 2015 the Florida State legislature passed Section 163.3178(2)(f) FS (coastal management) that requires each local government to respond to sea level and storm surge issues. Since the City has adopted numerous Comprehensive Plan policies dealing with sea level and storm surge resiliency issues this year, we are taking the position that the City complies with all state requirements, including this recent (flood and peril) legislation. We will be present at the City Council meeting to answer any questions about the recommended letter.

C: Leonor Olexa, City Clerk

CITY OF SATELLITE BEACH, FLORIDA

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

INCORPORATED 1957

September 21, 2016

Mr. D. Ray Eubanks, Plan Processing Administrator
Division of Community Planning and Development
Department of Economic Opportunity
107 East Madison Street
Tallahassee, Florida 32399

Re: Evaluation and Appraisal Notification Letter

Dear Mr. Eubanks:

Pursuant to Florida Statutes Section 163.3191, the City of Satellite Beach has evaluated its Comprehensive Plan to determine if plan amendments are necessary to reflect changes in state requirements since the last update of its Comprehensive Plan.

Our review has indicated that there are no plan amendments necessary to meet changes in state requirements. Due to recent substantive Comprehensive Plan revisions concerning sea level rise and storm surge made by the City in 2016 the City meets the requirements of FS 163.3178(2)f Coastal Management.

Should you have any questions regarding this notification letter, please contact James LaRue, AICP at:

LaRue Planning & Management Services, Inc
1375 Jackson street, Suite 206
Fort Myers, FL 33901
E-Mail: jim@larueplanning.com
Telephone: 239-334-3366.

Sincerely,

Frank Catino, Mayor

Select Year: 2016 Go

The 2016 Florida Statutes

Title XI COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	Chapter 163 INTERGOVERNMENTAL PROGRAMS	View Entire Chapter

163.3191 Evaluation and appraisal of comprehensive plan.—

(1) At least once every 7 years, each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements in this part since the last update of the comprehensive plan, and notify the state land planning agency as to its determination.

(2) If the local government determines amendments to its comprehensive plan are necessary to reflect changes in state requirements, the local government shall prepare and transmit within 1 year such plan amendment or amendments for review pursuant to s. 163.3184.

(3) Local governments are encouraged to comprehensively evaluate and, as necessary, update comprehensive plans to reflect changes in local conditions. Plan amendments transmitted pursuant to this section shall be reviewed pursuant to s. 163.3184(4).

(4) If a local government fails to submit its letter prescribed by subsection (1) or update its plan pursuant to subsection (2), it may not amend its comprehensive plan until such time as it complies with this section.

(5) The state land planning agency may not adopt rules to implement this section, other than procedural rules or a schedule indicating when local governments must comply with the requirements of this section.

History.—s. 11, ch. 75-257; s. 10, ch. 85-55; s. 11, ch. 86-191; s. 10, ch. 92-129; s. 13, ch. 93-206; s. 6, ch. 95-322; s. 29, ch. 96-410; s. 5, ch. 96-416; s. 4, ch. 98-146; ss. 6, 14, ch. 98-176; s. 5, ch. 98-258; s. 17, ch. 2000-158; s. 9, ch. 2002-296; s. 905, ch. 2002-387; s. 4, ch. 2004-230; s. 8, ch. 2005-290; s. 12, ch. 2005-291; s. 13, ch. 2007-196; s. 5, ch. 2007-198; s. 4, ch. 2007-204; s. 5, ch. 2010-205; s. 20, ch. 2011-139; s. 8, ch. 2012-96; s. 9, ch. 2012-99.

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163.3178 Coastal management.–

(1) The Legislature recognizes there is significant interest in the resources of the coastal zone of the state. Further, the Legislature recognizes that, in the event of a natural disaster, the state may provide financial assistance to local governments for the reconstruction of roads, sewer systems, and other public facilities. Therefore, it is the intent of the Legislature that local government comprehensive plans restrict development activities where such activities would damage or destroy coastal resources, and that such plans protect human life and limit public expenditures in areas that are subject to destruction by natural disaster.

(2) Each coastal management element required by s. 163.3177(6)(g) shall be based on studies, surveys, and data; be consistent with coastal resource plans prepared and adopted pursuant to general or special law; and contain:

(f) A redevelopment component that outlines the principles that must be used to eliminate inappropriate and unsafe development in the coastal areas when opportunities arise. The component must:

1. Include development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.

2. Encourage the use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency.

3. Identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.

4. Be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.

5. Require that any construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 be consistent with chapter 161.

6. Encourage local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

CITY COUNCIL AGENDA ITEM #11

DISCUSS/TAKE ACTION ON THE CIVIC CENTER RENOVATIONS WORK ORDER WITH QUENTIN L. HAMPTON AND ASSOCIATES

To:	Mayor and City Council
From:	Public Works Director Allen Potter
Meeting Date:	10/5/2016
Department:	Public Works

Recommended Action: Authorize the City Manager to sign Work Order #2016-2 with Quentin L. Hampton Associates to develop a master design plan for the Civic Center and to begin renovations.

Summary: The Civic Center portion of the Scotty Culp Municipal Complex was constructed in 1966. Since that time there have only been minor renovations undertaken in the building, leaving the majority of the interior antiquated and non-compliant with the Americans with Disabilities Act (ADA). The most significant ADA compliance issue is related to the restrooms, which are wholly inadequate for public functions and/or rentals.

In order to update the Civic Center to current standards, the engineer will develop a master design plan, with (2) alternatives, which will incorporate the entire building, including the exterior. Following design approval, staff will work with the City Engineer to formulate a phased construction plan, initially concentrating on the restrooms. Funding for the renovation of the rest of the facility will be requested in subsequent fiscal years.

The Civic Center Renovation project is funded in the approved FY 16/17 Capital Assets Fund budget for $116,150 ($71,150 from the Community Redevelopment Trust Fund and $45,000 from the Capital Assets Fund). The cost for this Work Order is $35,685.

Budget Impacts: Funding is available in the Capital Assets Fund budget to cover the $35,685 cost.

Attachments:

- Quentin L. Hampton Associates Work Order #2016-2

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

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

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

July 1, 2016

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

Email: apotter@satellitebeach.org
Hard Copy Mailed Only on Request

Re: CIVIC CENTER RENOVATIONS

Dear Allen,

Quentin L. Hampton Associates Inc. (QLH) is pleased to provide this revised engineering services proposal for this project. The attached task order addresses the work activities we understand to be required. The task order includes two parts with the first part as the development of a master plan for the facility renovations, and the second part being the design, permitting, and construction services for the restroom renovations.

We intend to utilize Architects RZK, Inc. as our architectural sub-consultant. We previously worked with RZK on the Pelican Beach Park and Hightower Beach Park restrooms for the City and numerous other projects for other clients. RZK and QLH have met with City staff to discuss the City's needs and desires for this project.

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

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.

David A. King, P.E.
Vice President

Andrew M. Giannini, P.E.
Project Engineer

DAK/AMG:bf

Enclosures: Work Order

cc: Project File
Billing File

WORK ORDER NO. 2016-2

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

PROJECT: Civic Center Renovations

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

RESPONSIBILITY OF THE ENGINEER:

Engineer shall provide said professional services pursuant to the Agreement.

RESPONSIBILITY OF THE CITY:

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

SCOPE OF WORK:

Background: The City desires to renovate the existing Civic Center. The City desires for the Engineer to assist in the master-planning of the renovations and the design, permitting and construction phase services for the restroom renovations.

Basis of Design: The basis of design will be developed in the master-planning effort.

PART A:

Preliminary/Schematic Design: QLH will assess the existing conditions in order to provide the necessary information for the master-planning effort and the restroom design. QLH will meet with City staff to kickoff the work effort. QLH will develop two (2) alternative masterplans for the entire facility and develop renderings of the chosen alternative.

PART B:

Survey: A $500 allowance is included to provide finished floor elevation information or boundary survey that may be required for the building permit application.

Design: QLH will prepare draft construction documents for the restroom renovations and submit such to the City for review. Upon receipt of City comments, QLH will finalize the construction documents.

Permitting: QLH will provide signed and sealed plans for submission with building permit application by the contractor(s). City is responsible for application fees.

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

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

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

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

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

- Hazardous material (lead, asbestos, etc.) testing or mitigation
- Inspection (other than listed above)

TIME FOR COMPLETION:

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

Preliminary/Schematic Design	90 days
Design	60 days
Permitting	Per City schedule
Bidding	Per City schedule
Construction Contract Administration	Per construction contract schedule

COMPENSATION:

The fee for these services is estimated at seventeen thousand nine hundred forty-five and 00/100 dollars **($17,945)** for Part A and seventeen thousand seven hundred forty and 00/100 **($17,740)** for Part B based on the following schedule:

PART A:

Preliminary/Schematic Design:

Architects RZK Inc.	$15,645
QLH Coordination/Administration	$ 2,300
PART A TOTAL	**$17,945**

PART B:

Design:

Architects RZK Inc.	$7,975
Survey Allowance	$500
QLH Coordination/Administration	$1,200
Subtotal	$9,675

Permitting:

Architects RZK Inc.	$800

Bidding:

Architects RZK Inc.	$800
QLH	$1,200
Subtotal	$2,000

Construction Contract Administration:

Architects RZK Inc.		$2,600
QLH (2.15% of $110,000)		$2,365
	Subtotal	$4,965
	PART B TOTAL	**$17,740**

As shown in RZK Inc.'s attached proposal, the Part A preliminary/schematic design effort involves four of their eight steps of the work. These four steps involve considerable manhour effort which is detailed in the attached manhour/position/task breakdown.

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

CITY OF SATELLITE BEACH, FLORIDA

Dated:_____ **By:**_____
Courtney Barker, City Manager

QUENTIN L. HAMPTON ASSOCIATES, INC.

Dated: 7/1/16 **By:**_____
David A. King, P.E.
Vice President

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

May 23, 2016

Mr. David King
Quentin L. Hampton Associates, Inc.
4401 Eastport Parkway
Port Orange, FL 32127

Reference: Satellite Beach City Hall & Civic Center (existing facility)

Subject: Professional Architectural Design & Planning Services Proposal (P909)

Dear David:

Architects RZK, Inc. (RZK) is pleased to submit this proposal to **Quentin L. Hampton Associates, Inc. (QLHA)** the "client", covering professional architectural services for the **City of Satellite Beach.** Given the nature of our initial design effort we do not presently foresee the need to utilize the services of any consulting engineers during the first four Steps. For the latter steps **TLC Engineering for Architecture (TLC)** would be the firm we enlist, due to their present knowledge of the existing facility.

PROJECT DESCRIPTION (GENERAL)
Our planning and design effort will only involve remodeling portions of the current structure located at 565 Cassia Boulevard, Satellite Beach, Florida.

BASIC SCOPE OF SERVICES
Professional design services for the master planning and subsequent remodeling design planning at the subject facility by **RZK** focus only on the Civic Center and Central Breezeway spaces (approximately 12,800sf) and the primary exterior building surfaces at the noted facility. No design work by **RZK** is anticipated within the City Hall side of the facility.
The design effort by **RZK** will follow several logical **Steps** as described below. This process has been enumerated for what **RZK** considers as reasonably comprehensive and that most economical to meet the needs of the City.

Step One (Assess Existing Conditions)
Step One will include two (2) site visits to the noted facility by **RZK** staff to assess select portions of the existing physical building conditions and compare them to the plans provided to us labelled HVAC & Lighting Renovations, dated December 01, 2011 as prepared by **TLC**. During the visit we will take photographs of select interior areas within the Civic Center. We will also take select measurements of several (not all) interior areas within the Civic Center to confirm the plans prepared by TLC are reasonably accurate for us to confidently use them to determine all other measurements. We will photograph the center open breezeway and each building exterior elevation and take select measurement such that we can prepare exterior and

interior elevations of same. Our efforts will not entail any in depth measurement collection or destructive investigation for any of our initial steps. Following our site visits **RZK** will prepare a drawing of the current floor plan for the Civic Center and Breezeway plus the exterior walls of the City Hall all in dwg (AutoCAD) format for our use.

Note: Many local building departments often require plans which sufficiently describe the overall structure, as it exists, for use in determining if code compliance can be achieved with the new plan. Since the effort proposed herewith is to prepare a master plan and then construction plans for only the group toilets, we expect the need for such detailed plans of existing conditions will be limited to the toilet areas only. Our effort to document any existing conditions will be focused on only those areas to lessen our fee for that effort.
When the major remodeling effort is ready to begin the final design for permitting and construction it would be beneficial to confirm with the local building official just what they would expect for such an effort and all other areas of the facility documented at that time to meet those requirements.

Step Two (Kick-off & Programming)
Step Two will involve one meeting with select City staff to determine just what functions and features are desired to be housed within the Civic Center and Central Breezeway portions of the facility. It will focus on a relatively comprehensive review of the building program requirements to identify the spatial arrangements, building use and any persons (users) who will occupy the facility; plus, any equipment to be accommodated within the structure. City staff should come well prepared to the meeting so as to avoid the need for any additional meetings.

Step Three (Master Plan Concept Design)
Step Three will involve the preparation of a several (2) alternative Master Plans, a building section thru the Auditorium space, elevations of the Central Breezeway and key building exterior facades, each of which we anticipate will satisfy the City program needs established during Step Two. As the documents are being developed they will be analyzed for any Life Safety code requirements associated to emergency egress as required by the FL Bldg. or FL Fire Prevention codes.
Once prepared, **RZK** will forward the plans and elevations to the City and thereafter meet with City staff on one occasion to determine which plan, or combination thereof, best satisfies the program needs established during Step Two. Thereafter, a confirmation drawings set will be prepared to incorporate changes noted at the meeting and a confirmation set of documents sent to City for approval.
RZK will require a formal sign off of the final confirmation set by the City prior to moving forward with the next step(s).
Should, after submission of the final confirmation set, the City require additional changes **RZK** will ascertain if the extent of such changes are minor; and, if so, will request approval the confirmation set subject to the enumerated changes. If **RZK** determines the changes are significant a proposal to repeat this Step may be submitted as an additional service prior to proceeding with Step Four.

Step Four (Master Plan Concept Renderings)
Step Four will involve preparation of 3D renderings which can be used to solicit funding for the improvements or to better demonstrate the proposed facility remodeling to the public. **RZK** envisions the need for two renderings as a minimum. One would be of the exterior showing the prime building facades and the other of the open breezeway. A third of the auditorium interior can be prepared as well. A rough of each 3D rendering will be prepared to demonstrate the proposed viewpoint and sent to the City for review and possibly selection of some desired colors, textures or finishes. Thereafter **RZK** will finalize each rendering and forward electronic copies to the City.
RZK will require a formal sign off of the rough rendering(s) by the City prior to moving forward with the next step.
Should, after submission of the rough renderings, additional changes to the design layout as prepared under Step Three be required, **RZK** will ascertain if the extent of such changes are minor; and, if so, will request the City to approve the roughs subject to the enumerated changes. If **RZK** determines the changes are significant a proposal to repeat all or a part of Step Three may be submitted as an additional service prior to finalizing this Step.

Step Five (Construction Documents)
Step Five will involve preparation of the construction documents **(CDs)** necessary to describe to the contractor the design intent and that required to secure a local building permit for construction. This effort will involve only the new group toilet rooms and reasonable adjustments to adjacent areas made necessary by the effort to remodel the toilets. Technical specifications will be on the drawings. Contractual and General Conditions specifications will be in manual form to supplement the drawings.

Step Six (Competitive Pricing / Bid Period)
During this period **RZK** and our consultant team will respond to any pertinent inquiries by the bidders and issue any response(s) in writing. **RZK** will also assist the owner in selecting the most qualified bidder by recommendation.

Step Seven (Permit Period)
After selection of a Contractor **RZK** and our consultants will sign and seal documents for submission to the governing locality responsible for issuing a building permit. Subsequent to the Building Official's review **RZK** and our consultants will respond to any pertinent comments and issue any response(s) in writing.

Step Eight (Construction Period)
During this period **RZK** and the design team will review submittals of products and inquiries from the selected contractor. **RZK** will visit the job site on twice (2) and our consultant members will visit once (1) during the construction period to observe the general progress and quality of construction. We will advise the **QLHA** & the **City** of any concerns.
RZK will also process and certify the monthly progress payments to the contractor.

At substantial completion **RZK** and our design consultants will walk the project and supplement the contractor's punch list for items which remain to be finalized.
If the building can be occupied **RZK** will issue a Certificate of Substantial Completion. Once the contractor advises the punch list has been completed **RZK** will walk the facility one final time to confirm if final completion has been achieved.

Should **RZK** or the design team engineers be required to make multiple visits to check the quality of construction or confirm substantial or final completion we will invoice the client for any additional visits at our hourly rate for the duration of said visit, along with any other time spent reconciling the situation. **RZK** will include language in the construction contractual specifications conditions for which the contractor will be back charged by the City to compensate **RZK** and our consultants for any additional costs related to same.

COMPENSATION FOR A/E SERVICES
We propose the following fees for the Basic Scope of Services identified above.

Design & Planning Efforts (Steps 1 thru 4)	**$ 15,645.00**
CD's of new Toilet Rooms (Step 5)	**$ 7,975.00**
Bid Period for new Toilet Rooms (Step 6)	**$ 800.00**
Permit Period for new Toilet Rooms (Step 7)	**$ 800.00**
Construction Period for new Toilet Rooms (Step 8)	**$ 2,600.00**

The above fees are "not to exceed" based on our understanding of the work tasks Should the work tasks or budget change, or unforeseen circumstances cause an increased involvement of any work task, we reserve the right to seek and secure additional compensation.

The above fees include a figure to cover conventional reimbursable expenses which include routine travel within Brevard County, photography of existing conditions, reproducing of design documents for design review submittals, routine common postage and our equipment usage.

CONSTRUCTION COST
The City of Satellite Beach should anticipate a construction cost in the range of $80,000 to $110,000 for the effort to remodel the toilets

SCHEDULE
Assuming we receive a signed agreement by June 30th, we will begin immediately and anticipate being complete with Steps 1-3 by September 30th, provided all review meetings and the project information flow is expeditious between all parties.

ADDITIONAL SERVICES
Additional services are those outside of the design efforts described above.

GENERAL CONDITIONS
An enumerated list of GENERAL CONDITIONS associated with this proposal is attached herewith.

We appreciate this opportunity and look forward to the opportunity to serve **QLHA** and the **City of Satellite Beach** for this project.

Should you have any questions please feel free to contact me at your convenience.

Sincerely,
Architects RZK, Inc.

John C. Zwick, President, Architect LEED AP

Attachment - General Terms & Conditions
Attachment – Itemized Manhours Chart (for Steps 1-4)

Architects RZK, Inc.

GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES BETWEEN DESIGN CONSULTANT AND QLHA FOR THE CITY OF SATELLITE BEACH PROJECT

1. Services performed by the design consultant (hereinafter called **RZK**) for Owner/Client (hereinafter called **Client**), under this Agreement, will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty are included or intended in this Agreement.
2. **RZK**'s services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. **RZK** shall not be responsible for damages or delays caused by any factor outside of **RZK**'s control, including, but not limited to, **Client**'s review and decision process, permitting/approval agencies, or Acts of God.
3. During any construction activity, **RZK** shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work, since these are solely the contractor's responsibility under the contract for construction. **RZK** shall not be responsible for the contractor's schedules or failure to carry out the work in accordance with the contract documents; and, any additional efforts by **RZK** to rectify problems, errors or conflicts with the contractor shall be considered an added service for which **RZK** will be paid by the client and said payments will then be deducted by change order from that due the contractor.
4. Construction observation, certification of payments, and review of shop drawings is a continuation of services after the design and documentation process, which provides **RZK** the vehicle to help assure the **Client** that the project is generally constructed in accordance with the intent of the documents and applicable regulations. Should the **Client** or agent of the **Client** (other than **RZK**) choose to perform the construction observation portion of the project services, the **Client** agrees to assume all responsibilities related to the completed work without **RZK** participation. **RZK** shall not provide insurance covering any liability for claims or actions arising from the **Client** or **Client's** agent's performance of construction observation service.
5. Additional services consist of any service not specifically listed as "Basic Services" contained herein. Such services shall include design of any systems which extend are more than 5 feet outside the building footprint; revisions due to **Client** changes or adjustments in project scope, budget or quality of the project; and, any other services not customarily furnished in accordance with generally accepted practices. Additional services will be billed on a mutually agreed upon hourly or fixed fee basis, and shall not be commenced until a written agreement concerning the additional services is acknowledged by the **RZK** and the **Client**.
6. Any reuse of the design documents without written verification or adaptation by **RZK** for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to **RZK** and the **Client**, or whoever shall reuse said documents, shall indemnify and hold harmless **RZK** from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting there from. Any such verification or adaptation will entitle **RZK** to additional compensation at rates to be agreed upon by **RZK** and the person or entity seeking to reuse said documents.
7. The **Client** shall furnish tests for hazardous materials and other laboratory and environmental tests, inspections, and reports required by law, or the Agreement documents. **RZK** does not perform services related to the identification, testing, containment or removal of asbestos, hazardous waste or hazardous material. The **Client** hereby waives any claim against **RZK** for liability, injury or loss arising from the existence of asbestos, hazardous waste or hazardous material.
8. The **Client** shall furnish in a timely manner and at his own expense 'as built' drawings, surveys describing physical characteristics, legal limitations and utility locations for the site of the project; a written legal description of the site; geotechnical investigations; environmental assessments; and/or other consultant information when such services are requested by **RZK**. **RZK** shall be entitled to rely upon the accuracy and completeness thereof for completion of **RZK**'s work. Any cost associated with correcting of designs or design documents due to incomplete or incorrect information provided by the **Client** or his assigns shall be at **Client**'s expense..

9. **RZK** shall have no liability in the event any changes are made to the documents by **Client** or others engaged by the **Client**.
10. This Agreement may be terminated upon seven (7) days written notice by either party if the other party fails to perform to these agreed terms. If the project is abandoned by the **Client** for more than sixty (60) consecutive calendar days, the Agreement may be terminated by **RZK**.
11. Payment to **RZK** is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
12. If the **Client** fails to make payment when due to **RZK** for services and expenses, **Client** shall be in default of this Agreement, which shall entitle **RZK** to immediately cease all services as described under this or any other Agreement between the parties. In the event of such suspension, **RZK** shall have no liability to the **Client** for delay or damages caused the Client because of such suspension of services.
13. In the event of either termination or project suspension, the **Client** will pay **RZK** for services and expenses then due, in addition to any additional charges incurred by **RZK** by the Client's early termination.
14. **RZK** currently maintains General Liability and Professional Liability Insurance, **RZK**'s liability to the **Client** for injury or damage arising out of work performed for the Client and for which legal liability may be found to rest upon **RZK**, other than for professional errors and omissions, will be limited to $1,000,000.00. For any damage on account of error, omission or other professional negligence, **RZK**'s professional liability will be limited to a sum not to exceed $50,000.00 or **RZK**'s fee, whichever is the lesser amount.
15. The **Client** acknowledges that the requirements of the ADA and other Codes will be subject to various and possibly contradictory interpretations. **RZK** will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project; however, **RZK** cannot and does not warrant or guarantee that the **Client**'s project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.
16. This Agreement shall be enforced against each party's partners, successors, assigns and legal representatives.
17. The cover proposal and this document represent the entire and integrated agreement between the **Client** and **RZK** and supersedes all prior representations or agreements.
18. This Agreement may be amended only by written instrument signed by both the **Client** and **RZK**.
19. Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against either the **Client** or **RZK**.
20. In the event any litigation or proceeding is filed based on this Agreement (including any action for declaration relief) the prevailing party shall be entitled to recover its attorney fees, and other associated costs, from the unsuccessful party.
21. Invoices for services and expenses will be billed monthly for work completed. Payment is due upon receipt of invoice. Interest will accrue on amounts past due at a rate of 1-1/2% per month. Any other payment schedule or method must be described in writing within this Agreement. Payments not received more than thirty (30) days from date of invoice will be, at **RZK**'s option, cause for RZK to collect through any legal means. Client shall pay any attorney's fees, and other associated costs, incurred in collecting a delinquent payment.
22. Reimbursable expenses include, but are not limited to, expenses incurred by **RZK** in the interest of the project for: transportation and living expenses; long distance communication; reproduction; postage and delivery; additional insurance requested by Client in excess of **RZK**'s coverages; consultants for specialized services, unless specifically noted otherwise; fees paid for securing authority approvals; record copies; and computer discs.
23. Reimbursable amounts not included as part of **RZK**'s Basic Services shall be billed at actual costs plus a fifteen percent (15%) service charge, except for the following expenses, which will be billed at the corresponding rates:
    - Auto Travel (per mile) — $ .54 (outside of Brevard County)
    - Photocopies, letter and legal (each) — $ .25
    - CD-ROM (each) — $18.00 (beyond two to SCSM)
    - Blackline Prints, 24" x 36" (each) — $ 2.50

- Reproducible vellum prints (each) $10.00
- Color Photos (each) $ 1.25

24. Client agrees to credit **RZK** by name and title in all publicity involving the project. **RZK** will publicly reveal project information upon Client's approval.
25. Until executed by the Client, this document shall constitute an offer of services from **RZK**. If the Client fails to notify **RZK** in writing of its acceptance of each and every term contained herein within sixty (60) days of its submission by **RZK**, the offer shall expire.
26. **RZK** shall have the right to withdraw and request the return of all submittals to permitting agencies or other parties on behalf of the Client in the event of outstanding balances remaining unpaid by the Client per the terms of this Agreement.
27. If any provision of this Agreement is in violation of federal, state or local law, or is held by any court to be unenforceable, the remaining provisions shall still have full force and effect and shall continue to be binding on the parties hereto.
28. Unless noted otherwise in the proposal, compensation for services that are to be performed on a time (hourly) and expense basis shall be billed accordance with the following per hour rate schedule:
    - Principal Architect / Engineer $150.00
    - Professional Architect /Engineers $125.00
    - Project Managers $115.00
    - 3d Graphics Technician $ 85.00
    - CAD Technicians $ 80.00
    - Clerical $ 48.00

END OF GENERAL TERMS AND CONDITIONS

P909	CITY OF SATELLITE BEACH – CIVIC CENTER & CITY HALL FACILITY MASTER PLAN						
TASK DESCRIPTION	**PROJECT PRINCIPAL**		**CAD TECH. I**		**3D CAD TECH. II**		**REMARKS**
STEP ONE – ASSESS EXISTING FACILITY	7.00		16.00		-		LIMITED EFFORT FOR MASTER PLANNING ONLY
STEP TWO – KICK-OFF & PROGRAMMING	5.00		-		-		
STEP THREE A – INITIAL MASTER PLAN CONCEPTS	16.00		20.00		-		
STEP THREE B – FINAL MASTER PLAN CONCEPT	7.00		10.00		-		
STEP FOUR – 3D RENDERING (EXTERIOR OF BUILDING)	3.00		-		24.00		
STEP FOUR – 3D RENDERING (BREEZEWAY AREA)	2.50		-		20.00		
STEP FOUR – 3D RENDERING (AUDITORIUM INTERIOR)	2.50		-		20.00		
MAN HOURS	43.00		46.00		64.00		
MAN HOUR RATES	$150.00		$80.00		$85.00		
SUBTOTALS FOR DESIGN	**$6,450.00**		**$3,680.00**		**$5,440.00**		**$ 15,570.00**
EXPENSES							**$ 75.00**
STEPS 1-4 ONLY TOTAL							**$ 15,645.00**

CITY COUNCIL AGENDA ITEM #12

DISCUSS/TAKE ACTION ON ORDINANCE NO. 1124, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SATELLITE BEACH CITY CODE, CHAPTER 50, SOLID WASTE, TO REFLECT NEW SOLID WASTE CONTRACTOR AND NEW CONTRACT; DELETING CONTRACT TERMS FROM ORDINANCE; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE (SECOND READING)

To: City Manager Courtney Barker

From: Assistant City Manager Suzanne Sherman

Meeting Date: 10/5/2016

Department: Support Services

Recommended Action: Adopt Ordinance No. 1124 on second reading.

Summary: At their May 18, 2016 meeting, City Council authorized the City Manager to sign a new contract for solid waste services with Waste Management, Inc. of Florida. The contract was effective June 1, 2016, and this agenda item reflects the changes proposed to update Chapter 50 (Solid Waste) of the Satellite Beach City Code to insure it is consistent with the terms of the new contract. Beyond updating definitions and inaccurate or out-of-date service details, the primary change is found in the removal of terms of service and rate details that will now be maintained in the contract, rather than in the ordinance. As such, staff is recommending maintaining provisions in the ordinance that pertain to the customer responsibilities, rather than the contractor responsibilities, which are contained in the contract.

Budget Impacts: None.

Attachments:

- Ordinance No. 1124

#12
10-5-16

ORDINANCE NO. 1124

AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SATELLITE BEACH CITY CODE, CHAPTER 50, SOLID WASTE, TO REFLECT NEW SOLID WASTE CONTRACTOR AND NEW CONTRACT; DELETING CONTRACT TERMS FROM ORDINANCE; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE (SECOND READING)

WHEREAS, the City of Satellite Beach recently awarded a new solid waste contract to Waste Management, Inc. pursuant to a request for proposal; and

WHEREAS, the current provisions of ch. 50, Satellite Beach City Code, contain matters related to prior solid waste contractors; and

WHEREAS, the City Council of the City of Satellite Beach has determined that ch. 50, Satellite Beach City Code, should be amended to reflect the current contractor, delete code provisions that are addressed in the current contract, and revise various other provisions of that chapter.

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

SECTION 1. Chapter 50, Satellite Beach City Code, is hereby amended to read as follows:

CHAPTER 50 - SOLID WASTE

ARTICLE I. - IN GENERAL

Sec. 50-1. - Grant of exclusive solid waste franchise; governing provisions.

The Contractor is granted the exclusive right, privilege and/or franchise to operate upon, over and across the streets, alleys, bridges and other public thoroughfares of the City, for the purpose of collecting, removing and disposing of solid waste, e-waste and recyclable materials from residential, commercial and City-owned properties within the City, subject to all the terms and provisions set forth in the Contract. The provisions of the Contract and this Chapter shall govern solid waste services within the City.

Sec. 50-2. - Definitions.

When used in this Chapter, the following terms are defined as follows:

Biological waste means waste that causes or has the capability of causing disease or infection, including biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to human beings and animals.

Biomedical waste means any solid or liquid waste that may present a threat of infection to human beings, including non-liquid human tissues and body parts; laboratory and veterinary waste which contain human-disease causing agents; discarded sharps; human blood, human blood products and body fluids; and any other materials which have been determined by federal, state or local regulatory agencies to present a significant risk of infection to persons outside the generating facility.

Bulk waste means large discarded items of solid waste generated from residential units and commercial customers and City-owned properties, such as pallets, furniture, and bedding which, due to size, shape and/or weight cannot readily be placed for collection in a cart or other waste container.

Cart means a container mounted on wheels and designed for ease of use and durability, of not more than ninety-six (96) gallons approved by the City Manager, with an attached tight-fitting lid used for either residential units or commercial customers.

City means the City of Satellite Beach, Florida, a municipal corporation, and all lands located within its corporate limits as they now or may hereafter exist.

City Manager means the City Manager or her/his designee.

Commercial container means a 2- to 8-cubic yard, front or rear load collection container that is mechanically emptied.

Commercial customer means any customer, except the City and occupants of residential units.

Commercial trash means accumulations of all solid waste generated by commercial customers and collected by Contractor. It does not include collection of commercial recyclables, which is to be accomplished on the open market pursuant to law.

Construction and demolition debris means discarded non-soluble and non-hazardous materials (such as steel, glass, brick, concrete, asphalt roofing, pipe, wallboard, lumber, bricks, rocks, soils, vegetation and vegetative matter, cardboard, paper, plastic, wood, metal scraps, and unpainted/untreated wood scraps and pallets) from construction, demolitions, or renovation projects. Mixing of construction and demolition debris with other types of solid waste will cause such debris to be classified as other than construction and demolition debris.

Contract means the Solid Waste Contract dated June 1, 2016 between the City and the Contractor.

Contractor means Waste Management of Florida, Inc.

Curbside means the area immediately adjacent to the edge of the traveled portion of a public or private street affording reasonable access to waste collection vehicles. This is typically the parkway or lawn area between the street and sidewalk.

For properties without such parkway or lawn areas, curbside means on the customer's property within five (5) feet of the edge of the street.

E-waste means computers and peripherals, monitors, keyboards, mice, mobile devices, scanners, printers, copying and facsimile machines, stereos, radios, VCRs, televisions and similar equipment.

Excluded Waste means (i) biological waste, (ii) biomedical waste, (iii) materials deemed hazardous waste by the City Manager, (iv) items not allowed at Brevard County or other approved landfills, (v) land clearing, building construction, demolition or renovation debris generated by the respective contractors from those activities, (vi) public works construction projects whether performed by the City or contract, (vii) work by any governmental agency, and (viii) dead animals.

Garbage means any accumulation of animal or food matter, food containers, and other matter which may be subject to decay, putrefaction or the generation of noxious and offensive gases or odors, or which may provide food or breeding places for flies, rats, mosquitoes and other germ-carrying pests. It does not include recyclable materials.

Hazardous waste shall have the same meaning as "hazardous" under the Resource Conservation and Recovery Act, 42 USC 1002, as amended, or regulated as toxic under the Toxic Substances Control Act, 15 USC 2601, as amended, or under regulations promulgated thereunder or defined as hazardous under the Florida Administrative Code, chapter 17-30, or any other applicable state or local law or regulation.

Household trash means accumulations of all residential waste, except garbage. Household trash shall include bulk waste, yard toys and building material waste from residential do-it-yourself type projects, but not vegetative garden and yard trash.

Multi-family unit means one dwelling in a building having three or more dwelling units.

Parkway means that portion of the street right-of-way paralleling any public thoroughfare between the curbline and abutting property line. If ditching bisects the property and thoroughfare, the term "parkway" includes the roadside of the ditch.

Recovered materials means recyclable materials removed from solid waste disposal for use as raw materials.

Recyclable material means paper, (newspapers, magazines, junk mail, phone books, office paper, brown paper bags), paperboard, cardboard, paper cardboard dairy and juice containers, paper towel and toilet tissue rolls, aluminum cans/foil/pie tins, empty cans (tin, steel, aerosol), glass bottles and jars, plastic bottles and containers

coded 1-7, and other materials mutually agreed upon in writing between Contractor and the City Manager. The term does not include excluded wastes.

Recycling cart means a cart to contain recyclable materials.

Residential unit means one single-family, townhouse, or duplex dwelling, or a multi-family unit which is not billed as a commercial unit.

Solid waste means all types of trash and waste, garbage, household/vegetative/commercial trash, and construction and demolition debris. It does not include recovered materials or excluded waste.

Vegetative Garden and Yard Trash means any and all accumulations of vegetation generated by residents' maintenance of their lawns, gardens, vines, shrubs, and trees, including accumulations generated by a landscape professional hired by the resident. It does not include excluded waste.

White goods means inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances.

(Code 1976, § 9-3; Ord. No. 680, § 1, 6-4-97; Ord. No. 928, § 1, 2-15-06; Ord. No. 1041, § 2-4, 4-20-11)

Secs. 50-3 thru 50-30. - Reserved.

ARTICLE II. - COLLECTION

Sec. 50-31. - Mandatory collection requirement; penalties.

(a) All owners and tenants of residential units within the City and all owners and operators of commercial property within the City shall subscribe to and pay for solid waste collection services. The provisions of this chapter and/or the Contract applicable to collection of recyclable materials shall apply to the following types of occupancies:

(1) Residential units.

(2) Multifamily units which do not have pick-up for individual units at curbside.

(b) In addition to any other penalty provided in this chapter, any person violating subsection (a) of this section shall, upon conviction for such violation, be punished as provided in section 1-13, Satellite Beach Code.

(c) In addition to all other remedies set forth in this chapter and any remedies available through code enforcement proceedings, the City shall have the right to file a civil action for injunctions or other equitable remedies to enforce compliance with the provisions of subsection (a) of this section.

(Code 1976, § 9-2)

Sec. 50-32. - Points of collection.

(a) *Residential units.* All solid wastes shall be collected curbside, except for those persons residing in residential units who qualify for an alternate pick-up location pursuant to the Contract.

(b) *Commercial customers.* Solid wastes shall be collected from containers in locations as mutually agreed to between the Contractor and the owner or operator of the commercial property involved. All such collection areas shall be readily accessible to the Contractor's vehicles.

(c) *Failure to place waste in proper area.* The Contractor shall not be responsible for collection of any solid wastes placed outside the areas designated in sections 50-33 and 50-34.

(Code 1976, § 9-5)

Sec. 50-33. - Residential carts and other containers; placement.

(a) All residential solid waste shall be placed only in carts at a single collection point at curbside. The carts shall be the property of the Contractor as provided in the Contract. No resident shall remove any cart from the premises. The abuse or use of carts for purposes other than those provided in this chapter is prohibited. All solid waste, both residential and commercial, shall be placed at a location prior to scheduled collection that is readily accessible to Contractor's personnel and equipment. Vegetative garden and yard trash shall be segregated from all other solid waste, which shall be placed in a separate cart.

(b) Vegetative garden and yard trash shall be placed only in a cart, except as provided herein. All leaves and pine needles, ornamental shrubs, palm fronds, clippings, and tree trimmings with branches less than six (6) inches in diameter, less than five (5) feet in length and weighing not more than 50 pounds shall be placed in a cart. Tree branches and palm fronds that cannot fit into a cart shall be cut in five (5) foot lengths and bundled and stacked at the curb for collection. Large volume vegetative waste requiring a “claw truck”, as determined by the City or the Contractor, will be provided on an “on call” basis and collected not less than once per week.

(c) White goods and solid waste that does not fit in a cart shall be placed at curbside. The residential customer shall call the Contractor to advise of the set out of such material or request pick-up pursuant to the Contractor’s computer-based Contractor Tracking System.

(Code 1976, § 9-6(a); Ord. No. 928, § 2, 2-15-06)

Sec. 50-34. - Commercial containers.

Commercial containers shall be kept on the premises of commercial customers, and shall be readily accessible to the collection vehicle. Noncontainerized business shall have refuse in approved receptacles which shall be placed at a single collection point, readily accessible to the collection crew and vehicle.

(Code 1976, § 9-6(b))

* * * * *

Sec. 50-36. - Recyclable materials.

(a) *Pre-collection requirements.* All recyclable materials shall be drained of all liquids prior to deposit in a recycling cart. Recyclable glass food containers shall be rinsed prior to placement in a recycling cart. Metal cans need not be flattened and labels need not be removed from cans or glass. Newspapers shall be free of food or other contaminants when placed in a recycling cart.

(b) *Containers.* Recycling carts shall be furnished to the residents by the Contractor pursuant to the Contract. The recycling carts shall be the property of the Contractor as provided in the Contract. No resident shall remove any recycling cart from the premises.

(c) *Preparation for collection.* Recyclable materials shall be sorted from other solid waste by City residents and placed in the recycling cart. Recycling carts shall be placed at curbside separate and apart from any other carts on the collection day specified for recyclable materials.

(d) *Abuse of containers.* The abuse or use of recycling carts for purposes other than those provided in this article is prohibited.

(e) *Ownership of recyclable materials.* Material placed in recycling carts for collection shall become the property of the Contractor. It shall be a violation of this chapter for any person other than those authorized by the City to collect or pick up or cause to be picked up any recyclable material so placed for collection.

(Code 1976, § 9-6(c); Ord. No. 1015, § 2, 6-17-09)

Sec. 50-37. - Service; hours.

(a) *Regular schedule.* The regular schedule for collection of solid waste shall be as follows:

Recycling - Every Monday

Garden trash - Every Monday

Solid Waste - Every Tuesday and Friday

(b) *Hours of collection.*

(1) *Residential.* Collections shall be made in residential areas between the hours of 7:00 a.m. and 7:00 p.m., with no service on Sunday, except in the time of emergency or to maintain schedules due to holidays.

(2) *Commercial.* Collections shall be made between the hours of 7:00 a.m. and 7:00 p.m.

(c) *Recyclable material.* Recyclable material shall be collected at curbside once per week from residences. The Contractor agrees to develop practical procedures and a collection schedule for the inclusion in the recycling program for residences in the City who do not have curbside pick-up.

(Code 1976, § 9-8; Ord. No. 928, § 3, 2-15-06)

Sec. 50-38. - Vegetative garden and yard trash collection requirements.

Vegetative garden and yard trash, which cannot be collected during normal collection due to the amount or size of the trash, will be collected by the Contractor pursuant to §50-33, Satellite Beach Code, if placed by a customer at curbside for collection before 7:00 a.m. on Monday of each week. If any vegetative garden and yard trash is not placed by a customer at curbside for collection before that time and day in any given week, such trash will be collected by the Contractor within three (3) business days after the residential customer either calls to request pick-up of such trash or requests pick-up on the Contractor's computer-based Contractor Tracking System.

(Ord. No. 1015, § 5, 6-17-09)

Secs. 50-39 thru 50-60. - Reserved.

ARTICLE III. - CHARGES, RATES, FEES AND BILLING PROCEDURE

Sec. 50-61. - Special haul service.

For items requiring disposal which are not covered under the definition of "solid waste" contained in this chapter, the charges are to be negotiated between Contractor and generator prior to collection. If agreement cannot be reached, the matter may be submitted to the City, and the City's decision shall be binding. The Contractor shall collect all items requiring special haul services no later than the third regular pick-up day after the items are placed for collection.

(Code 1976, § 9-10(f))

Sec. 50-62. - Deposits.

Any required deposits for solid waste service to residential units shall be paid to and collected by the City of Melbourne acting as the billing agent for the City of Satellite Beach. Deposits for service to all other solid waste customers shall be addressed pursuant to any agreement between the customer and the Contractor.

(Code 1976, § 9-10(g))

Sec. 50-63. - Delinquent accounts; termination of service.

(a) All matters regarding delinquent residential unit accounts, and termination of service for such delinquent accounts, shall be handled by the City of Melbourne as billing agent for the City of Satellite Beach.

(b) All matters regarding delinquent accounts for any customer other than residential unit accounts, and termination of service for those delinquent accounts, shall be addressed pursuant to any agreement between the customer and the Contractor.

(Code 1976, § 9-10(h))

Sec. 50-64. - Billing.

Billing of service charges, deposits and delinquent amounts shall be accomplished as follows:

(1) *Residential.* Residential unit accounts shall be billed monthly by the City of Melbourne acting as billing agent for the City of Satellite Beach and the Contractor. The City of Melbourne shall remit payment monthly based on cash receipts directly to the Contractor.

(2) *Commercial.* Commercial customers shall be billed monthly in advance by the Contractor.

(3) *Roll-off.* Roll-off accounts shall be billed by the Contractor.

(Code 1976, § 9-10(i))

Sec. 50-65. - Adjustments to rates.

Beginning June 1, 2017, and each June 1 thereafter, the monthly rate charged to customers by the Contractor shall be adjusted upward or downward as provided in the Contract.

(Code 1976, § 9-12; Ord. No. 680, § 5, 6-4-97; Ord. No. 886, § 3, 7-21-04; Ord. No. 1015, § 6, 6-17-09; Ord. No. 1041, § 8, 4-20-11)

Sec. 50-66. - Miscellaneous.

CFL and E-waste recycling. The Contractor will provide compact fluorescent lamp (CFL) (including fluorescent tubes which are four feet or less in length) and E-Waste Recycling.

(Ord. No. 1041, § 9, 4-20-11)

Secs. 50-67 thru 50-135. - Reserved.

ARTICLE IV. - STREET SWEEPING SERVICES

Sec. 50-136. - Grant of exclusive franchise.

USA Services of Florida, Inc. is granted the exclusive right, privilege and/or franchise to clean all streets owned and maintained by the City, subject to the terms, conditions, duties, obligations and exceptions set forth in that agreement dated June 8, 2016 between USA Services of Florida, Inc. and the City.

Secs. 50-137 thru 50-144. - Reserved.

SECTION 2. SEVERABILITY CLAUSE. In the event a court of competent jurisdiction shall hold or determine that any part of this Ordinance is invalid or unconstitutional, the remainder of the Ordinance shall not be affected thereby and it will be presumed that the City Council for the City of Satellite Beach did not intend to enact such invalid 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 3. REPEAL OF INCONSISTENT PROVISIONS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

SECTION 5. This Ordinance was duly passed on first reading at a regular meeting of the City Council on the 21st day of September, 2016, and adopted on the second and final reading at the regular meeting of the City Council on the _____ day of _____, 2016.

_____
FRANK P. CATINO, MAYOR

ATTEST:

_____
LEONOR OLEXA, CMC, CITY CLERK

CITY COUNCIL AGENDA ITEM #13

DISCUSS/TAKE ACTION ON ORDINANCE NO. 1129, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SATELLITE BEACH CITY CODE, CHAPTER 26, ENVIRONMENT, BY CREATING A NEW ARTICLE VIII, ENTITLED "ENVIRONMENTAL PROTECTIONS" TO INCLUDE PROVISIONS PROHIBITING EXPANDED POLYSTYRENE (STYROFOAM) AT CITY EVENTS AND SPECIAL EVENTS ON CITY PROPERTY FOR WHICH THE CITY IS A SPONSOR; PROHIBITING THE PURCHASE OF EXPANDED POLYSTYRENE BY CITY; CREATING SECTION 26-144: PURPOSE AND INTENT; SECTION 26-145: DEFINITIONS; SECTION 26-146: PROHIBITING THE SALE, USE AND OTHER ACTIVITIES REGARDING EXPANDED POLYSTYRENE FOOD SERVICES ARTICLES WITHIN THE CITY; SECTION 26-147: PROHIBITING THE PURCHASE OF EXPANDED POLYSTYRENE BY THE CITY; PROVIDING FOR CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE (SECOND READING)

To:	City Manager Courtney Barker
From:	Assistant City Manager Suzanne Sherman
Meeting Date:	10/5/2016
Department:	Support Services

Recommended Action: Adopt Ordinance No. 1129 on second reading.

Summary: On April 27, 2016 the Sustainability Board recommended the City create an ordinance that would prohibit the City from purchasing disposable Styrofoam containers, in addition to prohibiting their use at City-sponsored events. Disposable Styrofoam containers have a very small recycling market since most of the Styrofoam containers are often contaminated with food, and have a very harmful environmental impact when being manufactured. Additionally, these containers, since they are made from petroleum-based plastic, do not break down naturally, leaving debris that will remain on our earth for 500 years to forever.

The City has an opportunity to lead by example and require the use of other types of containers for food and drink sales at our events. We are recommending that as of January 1, 2017, Styrofoam products no longer be used at City-sponsored events or purchased with City funds.

Budget Impacts: None.

Attachments:

- Ordinance No. 1129

#13
10-5-16

ORDINANCE NO. 1129

AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SATELLITE BEACH CITY CODE, CHAPTER 26, ENVIRONMENT, BY CREATING A NEW ARTICLE VIII, ENTITLED "ENVIRONMENTAL PROTECTIONS" TO INCLUDE PROVISIONS PROHIBITING EXPANDED POLYSTYRENE (STYROFOAM) AT CITY EVENTS AND SPECIAL EVENTS ON CITY PROPERTY FOR WHICH THE CITY IS A SPONSOR; PROHIBITING THE PURCHASE OF EXPANDED POLYSTYRENE BY CITY; CREATING SECTION 26-144: PURPOSE AND INTENT; SECTION 26-145: DEFINITIONS; SECTION 26-146: PROHIBITING THE SALE, USE AND OTHER ACTIVITIES REGARDING EXPANDED POLYSTYRENE FOOD SERVICES ARTICLES WITHIN THE CITY; SECTION 26-147: PROHIBITING THE PURCHASE OF EXPANDED POLYSTYRENE BY THE CITY; PROVIDING FOR CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE (SECOND READING)

WHEREAS, expanded polystyrene, a petroleum by-product commonly known as "Styrofoam," is neither readily recyclable nor biodegradable; and

WHEREAS, expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are ingested by marine life and other wildlife, thus harming or killing them; and

WHEREAS, due to the physical properties of expanded polystyrene, the Environmental Protection Agency has determined these "materials can also have serious impacts on human health, wildlife, the aquatic environment, and the economy"; and

WHEREAS, expanded polystyrene materials, especially as they relate to food service articles, constitute a statistically significant portion of the litter in the City's streets, parks, public places, and waterways; and

WHEREAS, the City's goal is to eliminate expanded polystyrene food service articles from use on City property, and encourage reusable, recyclable or compostable alternatives instead; and

WHEREAS, the City has determined, and therefore encourages, the use of unbleached, non-coated, recycled-content, paper food service articles and other fiber-based food service articles as the most environmentally preferable alternatives to expanded polystyrene; and

WHEREAS, based upon the City of Satellite Beach's history as an environmentally conscious local government in the State of Florida, especially in light of its proximity to the Indian River Lagoon and the Atlantic Ocean, the City's long-term goal in adopting this Ordinance is the elimination of expanded polystyrene food service articles within the City; and

WHEREAS, the terms of this Ordinance prohibit the use or disposal of expanded polystyrene food service articles at City events and City-sponsored special events at City facilities, as well as the purchase of polystyrene products utilizing City funds; and

WHEREAS, the City Council finds that the adoption of this Ordinance is in the best interest of the public health, safety and welfare of the City, its residents and visitors.

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

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

SECTION 2. Chapter 26, Environment is hereby amended by creating a new Article VIII. - Environmental Protections.

Chapter 26

ENVIRONMENT

* * * * *

ARTICLE VIII. – ENVIRONMENTAL PROTECTIONS

Section 26-144. Purpose and intent.

The City Council finds that expanded polystyrene (Styrofoam) is a common pollutant which fragments into smaller, non-biodegradable pieces that are harmful to marine life, and the environment. The City's goal is to reduce the use of expanded polystyrene and encourage the use of reusable, recyclable, or compostable alternatives for the protection of our environment and marine life.This Article regulates the prohibition of expanded polystyrene, a petroleum byproduct commonly known as Styrofoam that is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade.

Section 26-145. Definitions.

For the purposes of this article, the following terms shall have the following meanings:

City contractor means a contractor, vendor, lessee, concessionaire of the City, or operator of a City facility or property.

City facility includes, but is not limited to, any building, structure, or park (or combination thereof) owned, leased, operated, or managed by the City.

City property include, but is not limited to, any land, water, or air rights owned, leased, operated, or managed by the City.

Disposable food service ware means single-use disposable products used for serving or transporting prepared, ready-to-consume food or beverages.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to, fusion of polymer spheres (expanded bead foam), infection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chest, and all similar articles that consist of expanded polystyrene.

City-sponsored special event permittee means any person or entity issued a special event permit by the City for a special event held on City property or in a City facility for which the City is the sponsor or a co-sponsor for the special event.

Section 26-146. Prohibition of the sale, use of expanded polystyrene food services articles by city contractors.

(a) City employees, contractors and City-sponsored special event permittees shall not sell, use, dispense, give away, provide food in, or offer the use of expanded polystyrene food service articles in City facilities or on City property. A violation of this section shall be deemed a default under the terms of any City contract, lease, permit or concession agreement and shall constitute grounds for termination of the contract, lease, permit or concession agreement. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by a City contractor or to persons renting any City facilities, including but not limited to Pelican Beach Park and Samsons Island, pursuant to a permit issued by the City.

(b) Any City contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the City contractor voluntarily agrees thereto. However, any renewals or extensions of any such contract, lease or concession agreement shall be required to comply with the provisions of this Article.

Section 26-147. Prohibition of the purchase of expanded polystyrene by the city.

No City employee, agent, contractor or representative shall utilize City funds to purchase any expanded polystyrene products for any event or purpose on behalf of the City. Further, no such person shall be reimbursed the cost for any expanded polystyrene products regarding such matters.

SECTION 3. CONFLICTING PROVISIONS. In the case of a direct conflict between any provision of this Ordinance and a portion or provision of any other appropriate federal, state or county law, rule, code or regulation, the more restrictive shall apply.

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

SECTION 5. INCLUSION IN CODE. It is the intention of the City Council of the City of Satellite Beach that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Satellite Beach, Florida; and that the sections of this ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 6. REPEAL OF INCONSISTENT PROVISIONS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

SECTION 8. This Ordinance was duly passed on first reading at a regular meeting of the City Council on the 21st day of September, 2016, and adopted on the second and final reading at a regular meeting of the City Council on the ____ day of _____, 2016.

_____
FRANK P. CATINO, MAYOR

ATTEST:

_____
LEONOR OLEXA, CMC, CITY CLERK

#14
10-5-16

AGENDA

CITY COUNCIL
PROPOSED REGULAR MEETING

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

OCTOBER 19, 2016
7:00 P.M.

1. **CALL TO ORDER BY MAYOR CATINO**

2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE LED BY VICE-MAYOR BRIMER**

3. **PRESENTATION OF PROCLAMATIONS:**
   - **RECOGNIZING OCTOBER 16-22 AS "NATIONAL FRIENDS OF THE LIBRARIES WEEK"**
   - **RECOGNIZING OCTOBER 23-31 AS "RED RIBBON WEEK"**

4. **CITIZEN COMMENTS**

5. **CITY COUNCIL COMMENTS**

6. **CITY MANAGER REPORT**

7. **DISCUSS/TAKE ACTION ON RESOLUTION NO. XXX, UPDATING THE EMERGENCY MANAGEMENT PLAN**

8. **<u>PUBLIC HEARING:</u>**

   DISCUSS/TAKE ACTION ON ORDINANCE NO. 1128, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, UPDATING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE CITY'S COMPREHENSIVE PLAN AS MANDATED BY FLORIDA STATUTES SECTION 163.3177(3)(b); PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE; 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.

9. DISCUSS/TAKE ACTION ON ORDINANCE NO. XXX, AMENDING THE SATELLITE BEACH CITY CODE REGARDING LIMITING FENCE HEIGHTS ALONG THE CANALS

10. DISCUSS/TAKE ACTION ON ORDINANCE NO. XXX, AMENDING THE SATELLITE BEACH CITY CODE REGARDING ELIMINATING TWO STORY REQUIREMENT IN RESIDENTIAL ZONES

11. DISCUSS/TAKE ACTION ON TELECOMMUNICATION AUDITING SERVICES

12. AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING

13. ADOPTION OF MINUTES:

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

CITY COUNCIL AGENDA ITEM #15

APPOINTMENT TO BOARDS

To: City Manager Courtney Barker

From: City Clerk Leonor Olexa

Meeting Date: 10/5/2016

Department: City Clerk's Office

Recommended Action: Council to consider a board reappointment.

Summary: Below is a list of Board vacancies (primary and alternate positions) and a board reappointment for Council to consider:

Current Board Vacancies:

- **Beautification Board**: two (2) alternate members
- **Board of Adjustment:** two (2) alternate members
- **Code Enforcement Board**: two (2) primary members
- **Planning and Zoning Advisory Board**: two (2) alternate members
- **Recreation Board**: two (2) primary and one (1) alternate members
- **Samsons Island Working Board**: one (1) alternate member

Board Reappointment:

- Kenneth Farson – Board of Adjustment – Primary Member (11/01/19)

Attachment:

- Board Attendance Record for Board of Adjustment

City of Satellite Beach
BOARD ATTENDANCE RECORD

Name of Board: Board of Adjustment_____ **Calendar Year: 2016_**

	Chair Leslie Castaldi Exp.6/1/18	**V. Chair** Tom Willett Exp.7/16/18	**Primary** Richard Coolong Exp.6/1/16	**Primary** Kenneth Farson Exp.11/1/16	**Primary** David Vosburgh Exp.8/1/16	**Primary** Stephen Nieroda	**Primary** Larry Whitney	**Alt. A** Suzanne McLendon Exp.11/17/17	**Alt. B** Exp.
JANUARY Regular Other								*	
FEBRUARY Regular Other									*
MARCH **Regular 03/07** Other	P	P	P	P	P			* E	
APRIL Regular Other									*
MAY Regular Other								*	
JUNE **Regular 06/06** Other	No longer on Board	P	No longer on Board	E	P	P		P	*
JULY Regular Other								*	
AUGUST Regular Other									*
SEPTEMBER **Regular 09/05** Other		P		E	P	P	P	* E	
OCTOBER Regular Other									*
NOVEMBER Regular Other								*	
DECEMBER Regular Other									*

Complete this form as follows:

Columns. Enter members' **names** in appropriate column headings.
Enter the date each member's term expires beside **"Exp."**

Rows. Enter date of regular meeting beside **"regular"** and date of special or workshop meeting beside **"other."**
Record attendance as: P for present E for excused absence U for unexcused absence

* Indicates Alternate responsible for substituting.

#16
10-5-16

CITY COUNCIL REGULAR MEETING
MINUTES
SEPTEMBER 21, 2016

Pursuant to Public Notice, Mayor Frank Catino convened a regular meeting of the City Council on Wednesday, September 21, 2016, at 7:00 p.m., in the Council Chamber. Those present were Mayor Frank Catino, Vice-Mayor Mark Brimer, Councilman Steve Osmer, City Attorney James Beadle, City Manager Courtney Barker, and City Clerk Leonor Olexa. Councilwoman Lorraine Gott and Councilman Dominick Montanaro were absent.

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

(TIME: 7:01) CITIZEN COMMENTS

City resident Ron Jurgutis spoke on wheelchair access at Pelican Beach Park and Lagoon funding.

(TIME: 7:07) CITY COUNCIL COMMENTS

Councilman Osmer attended and presented a proclamation at the Electric Car Show and stated that there was a good turnout for the event.

Mayor Catino attended the Indian River Lagoon Council Citizens Advisory Committee meeting where he was appointed to serve as Chair of the Committee.

Vice-Mayor Brimer congratulated Mayor Catino for this appointment.

(TIME: 7:10) CITY MANAGER REPORT

City Manager Barker reported on the following upcoming events: Kids Marathon and Half Marathon, Satellite Beach Lion's Club and PAL annual Pancake Breakfast, the first Lagoon Friendly Lawn Contractor orientation class, and a Brevard County Town Hall meeting regarding the proposed Save Our Lagoon Plan and the half percent sales tax, as well as providing an update on the sewer main break in Indian Harbour Beach. Thank-you notes were received for the Fire Department, the Police Department, and Lieutenant Frost. She also reported that the Employee Clinic Interlocal Agreement approval has been moved to December.

(TIME: 7:14) DISCUSS/TAKE ACTION ON ROOSEVELT AVENUE IMPROVEMENTS AND THE 2015 ROAD RESURFACING PROGRAM PROJECTS FINAL CHANGE ORDERS

Public Works Director Allen Potter stated both projects are finished under the original bid amounts and Masci Corporation and Jo-Bear Contracting, Inc. have submitted their final pay requests with deductive change orders for the difference in the costs of each project. City Manager Barker stated that funds that were not used for these projects will be rolled over to other projects in the loan. Council discussed the positive feedback received from residents on the projects and thanked City staff and the contractors for a job well done.

(Time: 7:17) The following Satellite Beach residents addressed Council: Ron Jurgutis and Larry Whitney.

ACTION: Vice-Mayor Brimer MOVED, SECOND by Councilman Osmer, to authorize the City Manager to accept and sign the final deductive change orders for close-out of the Roosevelt Avenue Improvements and 2015 Road Resurfacing Program Projects. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:22) DISCUSS/TAKE ACTION ON RESOLUTION NO. 977, A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, EXPRESSING THE CITY'S SUPPORT AND INTENTION TO CREATE WITHIN ITS BOUNDARIES, THE "RENEWPACE PROGRAM" A VOLUNTARY PROGRAM PROVIDING INTERESTED PROPERTY OWNERS WITH THE OPPORTUNITY TO FINANCE ENERGY EFFICIENCY, RENEWABLE ENERGY AND WIND MITIGATION IMPROVEMENTS ON THEIR PROPERTY BY REPAYMENT THROUGH NON-AD VALOREM ASSESSMENTS ON THEIR PROPERTY TAX BILL; AUTHORIZING THE MAYOR OF THE CITY OF SATELLITE BEACH TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE FLORIDA GREEN FINANCE AUTHORITY FOR ADMINISTRATION OF THE RENEWPACE PROGRAM IN THE CITY OF SATELLITE BEACH; AND PROVIDING AN EFFECTIVE DATE

City Attorney Beadle read Resolution No. 977 by title. City Manager Barker stated Resolution No. 974 was adopted at the August 17th Council meeting. RenewPACE is requesting to incorporate wind mitigation and resistance improvements in the resolution (as allowable in Florida Statutes). Council discussed the Resolution providing residents the ability to obtain funding for renewable energy and wind resistance improvements through property tax assessments as an alternative to traditional mortgage financing.

(Time: 7:23) The following Satellite Beach resident addressed Council: Dale Abrahams.

ACTION: Vice-Mayor Brimer MOVED, SECOND by Councilman Osmer, to adopt Resolution No. 977. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:27) DISCUSS/TAKE ACTION ON RESOLUTION NO. 978, A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, EXPRESSING THE CITY'S SUPPORT FOR THE FLORIDA SOLAR UNITED NEIGHBORHOODS (FL SUN) INITIATIVE OF THE LEAGUE OF WOMEN VOTERS OF THE SPACE COAST OF FLORIDA AND THE COMMUNITY POWER NETWORK; AND THE INTENTION OF THE CITY TO PARTNER WITH THOSE ORGANIZATIONS TO FURTHER ADOPTION OF SOLAR ENERGY IN THE CITY AND BREVARD COUNTY; AND PROVIDING AN EFFECTIVE DATE

City Attorney Beadle read Resolution No. 978 by title. City Manager Barker stated Resolution No. 978 will support the co-operative which will allow consumers to purchase large quantities of solar power at a demonstrated cost-savings of up to 20%. If adopted, the City would provide workshops and meetings to inform residents of this opportunity. Lorraine Koss, with the League of Women Voters of the Space Coast of Florida, responded to questions.

(Time: 7:31) The following Satellite Beach resident addressed Council: John Fergus.

ACTION: Vice-Mayor Brimer MOVED, SECOND by Councilman Osmer, to adopt Resolution No. 978. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:33) PUBLIC HEARING: (POSTPONED TO THE OCTOBER 5, 2016 MEETING) DISCUSS/TAKE ACTION ON ORDINANCE NO. 1119, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SECTIONS 30-416(b) AND 30-416(d), SATELLITE BEACH CITY CODE, TO CHANGE SELF-STORAGE FACILITIES FROM PROHIBITED USES TO ALLOWED USES, WITH RESTRICTIONS, IN THE CITY'S "C-COMMERCIAL" ZONING DISTRICT; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE (SECOND READING)

Mayor Catino stated this agenda item has been postponed to the October 5, 2016 City Council meeting.

(TIME: 7:34) PUBLIC HEARING: DISCUSS/TAKE ACTION ON ORDINANCE NO. 1125, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, VACATING THE NORTH HALF OF THAT CERTAIN ALLEY RIGHT-OF-WAY IMMEDIATELY SOUTH OF CINNAMON DRIVE AND LOCATED BETWEEN LOTS 117 AND 118, BLOCK 1, PLAT OF MICHIGAN BEACH (a/k/a 125 AND 135 CINNAMON DRIVE); PROVIDING FINDINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (SECOND READING)
Mayor Catino opened the public hearing. City Attorney Beadle read Ordinance No. 1125 by title on second reading.

(Time: 7:35) The following Satellite Beach residents addressed Council: Ron Jurgutis and Carol Robitschek.

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

ACTION: Vice-Mayor Brimer MOVED, SECOND by Councilman Osmer, to adopt Ordinance No. 1125 on second reading. VOTE: ALL YES. MOTION CARRIED.

FISCAL YEAR 2016/2017 BUDGET:
(TIME: 7:38) A. PUBLIC HEARING ON PROPOSED FISCAL YEAR 2016/2017 BUDGET
Mayor Catino opened the public hearing. City Attorney Beadle read Ordinance No. 1126 and Ordinance No. 1127 by title on second readings.

(TIME: 7:39) B. ORDINANCE NO. 1126, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES BY ESTABLISHING AN OPERATING MILLAGE RATE OF 8.1518 MILLS FOR FISCAL YEAR 2016/2017; PROVIDING AN EFFECTIVE DATE (SECOND READING)
(Time: 7:39) The following Satellite Beach residents addressed Council: Ron Jurgutis, Kelly Hite, and Larry Whitney. City Manager Barker and Mayor Catino responded to questions.

ACTION: Vice-Mayor Brimer MOVED, SECOND by Councilman Osmer, to adopt Ordinance No. 1126 on second reading. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:49) C. ORDINANCE NO. 1127, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, ADOPTING FISCAL YEAR 2016/2017 BUDGET; PROVIDING AN EFFECTIVE DATE (SECOND READING)
Mayor Catino asked for citizen comments; there were no comments.

ACTION: Vice-Mayor Brimer MOVED, SECOND by Councilman Osmer, to adopt Ordinance No. 1127 on second reading. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:50) DISCUSS/TAKE ACTION ON ORDINANCE NO. 1124, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SATELLITE BEACH CITY CODE, CHAPTER 50, SOLID WASTE, TO REFLECT NEW SOLID WASTE CONTRACTOR AND NEW CONTRACT; DELETING CONTRACT TERMS FROM ORDINANCE; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE (FIRST READING)

City Attorney Beadle read Ordinance No. 1124 by title on first reading. City Manager Barker and Public Works Director Allen Potter commented that the big belly solar compactors will be installed at Hightower Beach Park and Pelican Beach Park. Council thanked staff for their cost-saving efforts on the contract.

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

ACTION: Vice-Mayor Brimer MOVED, SECOND by Councilman Osmer, to approve Ordinance No. 1124 on first reading. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:53) DISCUSS/TAKE ACTION ON ORDINANCE NO. 1129, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SATELLITE BEACH CITY CODE, CHAPTER 26, ENVIRONMENT, BY CREATING A NEW ARTICLE VIII, ENTITLED "ENVIRONMENTAL PROTECTIONS" TO INCLUDE PROVISIONS PROHIBITING EXPANDED POLYSTYRENE (STYROFOAM) AT CITY EVENTS AND SPECIAL EVENTS ON CITY PROPERTY FOR WHICH THE CITY IS A SPONSOR; PROHIBITING THE PURCHASE OF EXPANDED POLYSTYRENE BY CITY; CREATING SECTION 26-144: PURPOSE AND INTENT; SECTION 26-145: DEFINITIONS; SECTION 26-146: PROHIBITING THE SALE, USE AND OTHER ACTIVITIES REGARDING EXPANDED POLYSTYRENE FOOD SERVICES ARTICLES WITHIN THE CITY; SECTION 26-147: PROHIBITING THE PURCHASE OF EXPANDED POLYSTYRENE BY THE CITY; PROVIDING FOR CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE (FIRST READING)

City Attorney Beadle read Ordinance No. 1129 by title on first reading. City Manager Barker stated that this Ordinance was recommended by the Sustainability Board and provides the City with an opportunity to lead by example and require the use of other types of containers for food and drink sales at our events. She also stated this provides sufficient notice to vendors to comply (January 1, 2017). Council discussed the Ordinance.

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

ACTION: Vice-Mayor Brimer MOVED, SECOND by Councilman Osmer, to approve Ordinance No. 1129 on first reading. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:56) AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING

Council discussed agenda items for the next regular Council meeting.

(TIME: 7:56) ADOPTION OF MINUTES: SEPTEMBER 7, 2016, REGULAR MEETING

ACTION: Vice-Mayor Brimer MOVED, SECOND by Councilman Osmer, to approve the minutes as submitted. VOTE: ALL YES. MOTION CARRIED.

Mayor Catino adjourned the meeting at 7:57 p.m.

Leonor Olexa, CMC
City Clerk

September '16

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City of Satellite Beach

October 2016

November '16

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27	28	29	30			

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

October '16

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

November 2016

December '16

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

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