CITY OF SATELLITE BEACH

CITY COUNCIL
OCTOBER 7, 2015

REGULAR MEETING
7:00 P.M.

Posted: 10/02/15

CITY OF SATELLITE BEACH, FLORIDA

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

INCORPORATED 1957

AGENDA

CITY COUNCIL
REGULAR MEETING

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

OCTOBER 7, 2015
7:00 P.M.

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

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

3. **PRESENTATION OF PROCLAMATION RECOGNIZING OCTOBER AS "BREAST CANCER AWARENESS MONTH"**

4. **CITIZEN COMMENTS**

5. **CITY COUNCIL COMMENTS**

6. **CITY MANAGER REPORT**

7. **DISCUSS/TAKE ACTION ON RESULTS OF AN INVITATION TO BID FOR ROOSEVELT AVENUE IMPROVEMENTS AND 2015 ROAD RESURFACING PROGRAM [ITB NO. 14/15-10]**

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

   DISCUSS/TAKE ACTION ON ORDINANCE NO. 1107, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SECTION 30-706, SATELLITE BEACH CITY CODE, ESTABLISHING AN EFFECTIVE DATE TO REMOVE NUISANCE TREES DEFINED THEREIN; INCLUDING LIMITED GRANDFATHER PROVISION; PROVIDING SEVERABILITY; PROVIDING 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 RESOLUTION NO. 957, A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, ESTABLISHING A ONE-TIME REIMBURSEMENT PROGRAM FOR REMOVAL OF CERTAIN NUISANCE TREES; PROVIDING AN EFFECTIVE DATE

10. PUBLIC HEARING:

    DISCUSS/TAKE ACTION ON ORDINANCE NO. 1111, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING THE SATELLITE BEACH PERSONNEL POLICY SECTION 12.01 (JOB CLASSIFICATION LEVELS) TO ADD JOB CLASSIFICATION FOR DEPUTY RECREATION DIRECTOR AND SALARY RANGE; TO ADD JOB CLASSIFICATION FOR COMPTROLLER AND SALARY RANGE; AND PROVIDING AN EFFECTIVE DATE (SECOND READING)

11. DISCUSS/TAKE ACTION ON RESOLUTION NO. 961, A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, SUPPORTING THE CURRENT VERSION OF THE DRAFT BILL ENTITLED MISUSE OF PUBLIC OFFICE ACT; PROVIDING AN EFFECTIVE DATE

12. DISCUSS/TAKE ACTION ON RESOLUTION NO. 962, A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, ENCOURAGING THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS TO RECONSIDER THE RECOMMENDATIONS OF BREVARD COUNTY'S BLUE RIBBON ADVISORY COMMITTEE FOR TRANSPORTATION INFRASTRUCTURE AND ENCOURAGE THE ESTABLISHMENT OF TWO OR MORE OF FUNDING RECOMMENDATIONS FOR ROADWAY MAINTENANCE AND CAPACITY IMPROVEMENTS; PROVIDING AN EFFECTIVE DATE

13. DISCUSS/TAKE ACTION ON AGREEMENT BETWEEN THE CITY OF SATELLITE BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM FOR DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES FOR FY 15/16 [CINNAMON PARK]

14. DISCUSS/TAKE ACTION ON A REQUEST FOR PROPOSAL FOR BANKING SERVICES

15. APPOINTMENT TO BOARDS

16. AGENDA ITEMS FOR NEXT REGULAR COUNCIL 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
10-7-15

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 2015 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 7th day of October, 2015.

_____

Frank P. Catino, Mayor

City Manager's Report

To: Mayor and City Council Members

From: City Manager Courtney Barker, AICP

Meeting Date: 10/7/2015

Our Satellite Beach **2nd Annual National Costume Swap Day**! (A great GREEN event) is scheduled for **October 10, 2015 from 9am to 11am** at the **DRS Community Center**. After turning in a clean, gently used costume between September 28th and October 9th, you can return with your voucher for another costume!

On **October 10, 2015** the **Friends of the Library** will be holding their **Garage Sale** at the **DRS Community Center** beginning at 7:00am. The annual garage sale is a fundraiser for the Satellite Beach Library.

The **PAL/Lions Club Pancake Breakfast** is on **October 11, 2015** from 8am until noon at the Civic Center. Tickets are $5 each and can be purchased in advance at the DRS Community Center, or from a Lions Club member.

The **2nd Annual Vintage Volkswagen Show** will be held at the DRS Community Center on **October 18, 2015** from 8am until 4pm.

Informational Items:

1. We received a thank you note regarding Evidence Tech Patti Noe in the Police Department.

2. I attended a Tourism Development Council Beach Committee on September 22, 2015, in which the Committee received an update from Brevard County Natural Resources Department regarding the Mid Reach Beach Renourishment project. The Army Corps of Engineers is currently completing the engineering design for this project. The construction is expected to be funded for the year 2017.

3. Our contract with Waste Management will be expiring in May 2016. As such, staff will be seeking a consultant to assist us through the Request for Proposals process. We will be starting this process by the end of November 2015.

Action Items:

1. None at this time.

Leonor Olexa

From: Courtney Barker
Sent: Wednesday, September 16, 2015 7:43 PM
To: Jeff Pearson
Subject: Fwd: Patty Noe

Courtney Barker, AICP
City Manager
City of Satellite Beach, FL
565 Cassia Blvd
Satellite Beach, FL 32937
Phone: (321)773-4407

-------- Original message --------
From: Dennis Hart <surfhart1@aol.com>
Date: 9/3/2015 10:40 AM (GMT-05:00)
To: Courtney Barker <cbarker@satellitebeach.org>
Subject: Patty Noe

Ms. Barker, I am sure I don't have to tell you about your employee, Patty Noe. She helped me find a boys bike for an underprivileged 14 year old boy who attends Delaura. If you could have seen the look on this boys face when I handed over his bike it was worth a thousand words. Please pass along my thanks to your staff in PD for her help. She refused to accept any credit and since she couldn't find a bike available offered her sons bike to this boy. His parents were almost crying and he had a smile ear to ear. Patty is wonderful. I have been living in Satellite Beach since 1962 and this is the kindest act I have witnessed.

CITY COUNCIL AGENDA ITEM #7

DISCUSS/TAKE ACTION ON RESULTS OF AN INVITATION TO BID FOR ROOSEVELT AVENUE IMPROVEMENTS AND 2015 ROAD RESURFACING PROGRAM [ITB NO. 14/15-10]

To:	City Manager Courtney Barker
From:	Public Works Director Allen Potter
Meeting Date:	10/7/2015
Department:	Public Works

Recommended Action: Approve the following:

1. Award Part A with Additive Alternate A2-Landscaping to Masci Corporation in the amount of $1,066,116.86.
2. Award Part B to Jobear in the amount of $878,673.68.
3. Reject Part C of ITB No. 14/15-10 (City staff will bring future alternatives for City Council approval at a later date).

Summary: On May 6, 2015, the City Council approved an increase in the utility tax on electricity and bottled and metered gas from 6% to 10%, in order to fund badly needed infrastructure improvements throughout the City. Since approximately 2007, the City was in a maintenance only posture, due to financial constraints caused by the downturn in the economy. The City has not paved any streets that are not associated with stormwater improvements since 2006.

There are many roads in the City that are at a critical point to where, unless repaired, they will need complete rebuilding. Roosevelt Avenue is at the rebuilding point, thus the increased cost. The majority of the roads identified in this resurfacing project have not been paved since they were originally built in the early 1970's and are a constant maintenance burden.

On August 20, 2015, the City received 5 bids for the Roosevelt Avenue Improvements and Roadway Resurfacing Projects. The bid was let in three parts, with two bid alternates. This allowed the City

flexibility in the bid award. The City Engineer has vetted each bid received and his recommendation letter and bid tabulation sheets are attached for the City Council's perusal.

In summary, it is recommended that the City award the Roosevelt Avenue Improvements (includes reconstruction and sidewalks) and Roosevelt Landscaping work to Masci Corporation in the amount of $1,006,116.86. We are recommending removing the inlet baskets from the scope of work, since bid prices came in higher than expected and this work can be accomplished at a later date.

This bid is higher than the $900,000 estimate for the project. Therefore, we are recommending moving the funds we planned for the DeSoto Avenue stormwater project for the Roosevelt Avenue project. We believe by the time we are notified of the 319 grant and permitting is completed, we will have sufficient funds in the Stormwater Utility Fund to complete the project.

We are also recommending awarding the 2015 Street Resurfacing Program bid to Jobear in the amount of $878,673.68. This is $193,673.00 higher than the engineering estimates. We are again recommending moving funds planned for the DeSoto Fields project to cover the cost difference between the estimate and the bid result.

The bid result for Thyme is a stormwater pipe replacement project that extends from Sherwood Avenue to Thyme Street. Staff is recommending that the City not accept any of the bids for this project. Staff is still working on a decision regarding the project.

Budget Impacts: $1,944,790.54 to come from the Capital Assets Fund.

Attachments: Letter of recommendation for bid award and supporting bid tabulation information from City Engineer, David King of Quentin L. Hampton Assoc. Inc.

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

September 11, 2015

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

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

Re: ROOSEVELT AVE. IMPROVEMENTS AND 2015 ROADWAY RESURFACING PROGRAM

Dear Allen,

Enclosed please find the bid tabulation for this project for which five (5) bids were received on August 20, 2015. The project was bid in three parts; Roosevelt as Part A, the road resurfacing as Part B and Thyme stormwater improvements as Part C. Part A also had two additive alternates; one for stormwater inlet filter baskets and one for landscaping. The additive alternates were included as optional work to provide the City some flexibility in the bid award. The bidding documents described that the City reserves the right to award the bid based on all portions together, individually or other combination, whichever is in the best interest of the City.

The low bidders for Parts A, B and C are Masci Corporation, Jobear Contracting, Inc. and Masci Corporation, respectively. Our Engineer's Estimate for the three parts were $1,114,932, $778,730 and $95,080, respectively. Masci is well known to the City and our firm having successfully completed the Cassia Phase 3 and North Drainage projects for the City and numerous other projects for other QLH clients. Masci has extensive past experience in this type of work.

Jobear is also well known in Brevard County, having been incorporated in 2011 and having completed many similar projects for cities such as West Melbourne, Melbourne, Cocoa, Melbourne Beach and Brevard County.

We recommend award of Part A with Additive Alternate A2-Landscaping to Masci Corporation in the amount of $1,066,116.86. We do not recommend award of Additive Alternate A1-Inlet Baskets. Masci's bid for such is high and this work is not required to complete the Roosevelt improvements. The inlet baskets, such has been installed on past projects in the Cassia Basin, would provide pollutant reduction that would be applied to the TMDL BMAP load reductions. This work can be completed in the future.

We recommend award of Part B to Jobear in the amount of $878,673.68. With all bids higher than expected for Part C, we suggest the City reject all bids and consider rebidding that portion, complete the work with City forces or solicit quotes from other contractors under contract with the City as a change order. The Thyme stormwater work involves replacing a portion of damaged/clogged stormwater pipe south of Sherwood.

We understand that this bid award will be considered at the October 7, 2015 City Council Meeting. We will be in attendance to answer any questions. Contact our office if you need any additional information.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.

David A. King, P.E.
Vice President

DAK:bf

Enclosures: Bid Tabulation (detailed)
Bid Tabulation Summary

cc: Project File
Billing File

ROOSEVELT AVENUE IMPROVEMENTS AND 2015 ROAD RESURFACING PROGRAM
BID TABULATION SUMMARY
BID DATE: AUGUST 20, 2015

Bidder	Part A – Roosevelt Avenue Imp.	Additive Alternate A1 – Inlet Baskets	Additive Alternate A2 - Landscaping	Part B – 2015 Roadway Resurfacing Program	Part C – Thyme St. Stormwater Imp.
Masci Corporation	1,044,214.41	152,100.00	21,902.45	931,175.37	171,318.10
VA Paving Inc.	1,309,265.00	78,000.00	81,525.00	1,032,965.00	248,950.00
Community Asphalt	1,423,923.23	231,232.28	43,972.49	1,320,121.62	280,572.86
Gibbs & Register Inc.	1,836,440.00	78,000.00	35,720.00	1,185,570.00	267,010.00
Jobear Contracting Inc.	1,906,833.90	52,143.00	40,918.85	878,673.68	208,683.55

CITY OF SATELLITE BEACH ROOSEVELT AVE. IMPROVEMENTS AND 2015 ROAD RESURFACING PROGRAM
BID TABULATION BID DATE: THURSDAY, AUGUST 20, 2015

				Masci Corporation		VA Paving Inc.		Community Asphalt		Gibbs & Register Inc.		Jobear Contracting Inc.	
Item	Description	Est. Qty.	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
A	ROOSEVELT AVENUE IMPROVEMENTS												
1	**Mobilization (≤ 3% of total bid for Part A)**	1	LS	$35,482.00	$35,482.00	$35,000.00	$35,000.00	$48,538.53	$48,538.53	$50,000.00	$50,000.00	$57,160.00	$57,160.00
2	**Maintenance of Traffic**	1	LS	$31,572.91	$31,572.91	$75,000.00	$75,000.00	$285,196.73	$285,196.73	$357,500.00	$357,500.00	$152,218.00	$152,218.00
3	**Soil/Erosion Control**												
	a) Silt Fence (7,185 LF shown on plans)	7,300	LF	$1.35	$9,855.00	$1.25	$9,125.00	$1.11	$8,103.00	$1.00	$7,300.00	$3.20	$23,360.00
	b) Inlet Protection (42 EA shown on plans)	44	EA	$315.00	$13,860.00	$115.00	$5,060.00	$101.12	$4,449.28	$100.00	$4,400.00	$50.00	$2,200.00
	c) SWPPP and NPDES Permit	1	LS	$1,200.00	$1,200.00	$1,000.00	$1,000.00	$505.61	$505.61	$23,000.00	$23,000.00	$5,016.00	$5,016.00
4	**Survey Layout**	1	LS	$15,858.50	$15,858.50	$5,000.00	$5,000.00	$58,426.00	$58,426.00	$44,000.00	$44,000.00	$15,445.00	$15,445.00
5	**Stormwater**												
	a) 18" RCP (306 LF shown on plans)	320	LF	$95.35	$30,512.00	$150.00	$48,000.00	$64.04	$20,492.80	$165.00	$52,800.00	$169.05	$54,096.00
	b) Type C Inlet and Flume (9 EA shown on plans)	10	EA	$3,920.00	$39,200.00	$2,500.00	$25,000.00	$4,494.31	$44,943.10	$3,875.00	$38,750.00	$5,136.00	$51,360.00
	c) Type V Inlet (1 EA shown on plans)	2	EA	$5,120.00	$10,240.00	$5,500.00	$11,000.00	$5,528.00	$11,056.00	$3,900.00	$7,800.00	$5,290.00	$10,580.00
	d) Adjust Stormwater Manhole Ring/Cover (14 EA shown on plans)	16	EA	$1,275.00	$20,400.00	$1,550.00	$24,800.00	$786.50	$12,584.00	$1,000.00	$16,000.00	$441.00	$7,056.00
6	**Utility Relocation/Adjustment**												
	a) Coordinate WM and FH Relocations with City of Melbourne	1	LS	$1,500.00	$1,500.00	$7,500.00	$7,500.00	$1,123.58	$1,123.58	$20,000.00	$20,000.00	$1,470.00	$1,470.00
	b) Coordinate/Pay for PP Relocation by FPL (3 EA shown on plans)	5	EA	$500.00	$2,500.00	$1,000.00	$5,000.00	$1,123.58	$5,617.90	$2,000.00	$10,000.00	$4,410.00	$22,050.00
	c) Replace/Adjust Water Valve Box (9 EA shown on plans)	11	EA	$215.00	$2,365.00	$500.00	$5,500.00	$471.90	$5,190.90	$300.00	$3,300.00	$294.00	$3,234.00
	d) Replace/Adjust Sewer Manhole Ring/Cover (5 EA shown on plans)	7	EA	$1,275.00	$8,925.00	$800.00	$5,600.00	$786.50	$5,505.50	$1,000.00	$7,000.00	$1,101.00	$7,707.00
7	**Concrete**												
	a) 4" Thick Concrete (Sidewalks) (5,254 SY shown on plans)	5,300	SY	$32.50	$172,250.00	$35.00	$185,500.00	$43.02	$228,006.00	$35.00	$185,500.00	$51.05	$270,565.00
	b) 6" Thick Concrete (Driveways) (1,544 SY shown on plans)	1,600	SY	$37.85	$60,560.00	$50.00	$80,000.00	$61.49	$98,384.00	$53.00	$84,800.00	$73.40	$117,440.00
	c) Modified Type "E" Curb and Gutter (Miami) (6,062 LF shown on plans)	6,100	LF	$19.32	$117,852.00	$24.00	$146,400.00	$24.05	$146,705.00	$17.00	$103,700.00	$19.50	$118,950.00
	d) Curb Ramp (Not Including Detectable Surface) (45 EA shown on plans)	47	EA	$777.00	$36,519.00	$1,000.00	$47,000.00	$1,516.83	$71,291.01	$350.00	$16,450.00	$650.00	$30,550.00

CITY OF SATELLITE BEACH ROOSEVELT AVE. IMPROVEMENTS AND 2015 ROAD RESURFACING PROGRAM
BID TABULATION BID DATE: THURSDAY, AUGUST 20, 2015

				Masci Corporation		VA Paving Inc.		Community Asphalt		Gibbs & Register Inc.		Jobear Contracting Inc.	
Item	Description	Est. Qty.	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
8	**Roadway**												
	a) Limerock/Recycled Concrete Base (9,904 SY shown on plans)	10,000	SY	$14.37	$143,700.00	$32.00	$320,000.00	$10.30	$103,000.00	$47.00	$470,000.00	$66.92	$669,200.00
	b) Mill Existing Asphalt (14,112 SY shown on plans)	14,200	SY	$2.77	$39,334.00	$2.00	$28,400.00	$1.74	$24,708.00	$3.00	$42,600.00	$2.80	$39,760.00
	c) Type SP 9.5 Traffic Level C Asphalt (1,176 TN shown on plans)	1,250	TN	$112.99	$141,237.50	$82.00	$102,500.00	$106.35	$132,937.50	$130.00	$162,500.00	$131.04	$163,800.00
9	**Signage/Marking**												
	a) 24" Wide White Thermoplastic Stop Bar (307 LF shown on plans)	320	LF	$6.50	$2,080.00	$6.75	$2,160.00	$5.39	$1,724.80	$6.00	$1,920.00	$3.81	$1,219.20
	b) 5' Wide White Thermoplastic Special Emphasis Crosswalk (589 LF shown on plans)	600	LF	$8.00	$4,800.00	$12.50	$7,500.00	$6.91	$4,146.00	$14.00	$8,400.00	$7.28	$4,368.00
	c) 8' Wide White Thermoplastic Special Emphasis Crosswalk (602 LF shown on plans)	620	LF	$13.45	$8,339.00	$17.00	$10,540.00	$10.79	$6,689.80	$16.00	$9,920.00	$9.52	$5,902.40
	d) 6" Wide Double Yellow Thermoplastic Centerline (3,431 LF shown on plans)	3,500	LF	$3.00	$10,500.00	$3.50	$12,250.00	$2.43	$8,505.00	$2.00	$7,000.00	$1.80	$6,300.00
	e) 6" Wide White Thermoplastic Edgeline (7,911 LF shown on plans)	8,100	LF	$2.00	$16,200.00	$1.80	$14,580.00	$1.21	$9,801.00	$1.00	$8,100.00	$0.90	$7,290.00
	f) White Thermoplastic Arrows (6 EA shown on plans)	8	EA	$100.00	$800.00	$100.00	$800.00	$79.77	$638.16	$75.00	$600.00	$61.60	$492.80
	g) Detectable Surface (638 SF shown on plans)	650	SF	$27.45	$17,842.50	$35.00	$22,750.00	$40.79	$26,513.50	$20.00	$13,000.00	$24.65	$16,022.50
	h) New Stop Sign Post and Panel, With or Without Street Sign Paddles (7 EA shown on plans)	9	EA	$550.00	$4,950.00	$400.00	$3,600.00	$460.67	$4,146.03	$500.00	$4,500.00	$588.00	$5,292.00
	i) New Regulatory Sign Post and Panel (14 EA shown on plans)	26	EA	$300.00	$7,800.00	$400.00	$10,400.00	$252.80	$6,572.80	$250.00	$6,500.00	$196.00	$5,096.00
	j) Relocate Existing Sign (21 EA shown on plans)	25	EA	$200.00	$5,000.00	$300.00	$7,500.00	$168.54	$4,213.50	$100.00	$2,500.00	$112.00	$2,800.00
10	**Miscellaneous/Closeout**												
	a) Monthly Progress As-builts	1	LS	$8,665.25	$8,665.25	$10,000.00	$10,000.00	$5,056.10	$5,056.10	$18,000.00	$18,000.00	$8,439.00	$8,439.00
	b) Final As-builts	1	LS	$1,914.75	$1,914.75	$10,000.00	$10,000.00	$5,056.10	$5,056.10	$15,000.00	$15,000.00	$1,865.00	$1,865.00
	c) Testing, Allowance	1	LS	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
11	**Landscaping/Restoration**												
	a) Floratam Sod (2,075 SY shown on plans)	2,200	SY	$3.15	$6,930.00	$6.00	$13,200.00	$4.41	$9,702.00	$7.00	$15,400.00	$3.50	$7,700.00
	b) Bermuda/Bahia Sod (2,075 SY shown on plans)	2,200	SY	$3.85	$8,470.00	$3.00	$6,600.00	$4.27	$9,394.00	$6.00	$13,200.00	$2.65	$5,830.00

CITY OF SATELLITE BEACH ROOSEVELT AVE. IMPROVEMENTS AND 2015 ROAD RESURFACING PROGRAM
BID TABULATION BID DATE: THURSDAY, AUGUST 20, 2015

				Masci Corporation		VA Paving Inc.		Community Asphalt		Gibbs & Register Inc.		Jobear Contracting Inc.	
Item	Description	Est. Qty.	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	Total Bid 'A' Items 1-11				**$1,044,214.41**		**$1,309,265.00**		**$1,423,923.23**		**$1,836,440.00**		**$1,906,833.90**
12	**Additive Alternate A1- Inlet Baskets**												
	a) Type C/V Inlet Basket (10 EA shown on plans)	10	EA	$3,900.00	$39,000.00	$2,000.00	$20,000.00	$5,528.00	$55,280.00	$2,000.00	$20,000.00	$1,337.00	$13,370.00
	b) Curb Inlet Basket (29 EA shown on plans)	29	EA	$3,900.00	$113,100.00	$2,000.00	$58,000.00	$6,067.32	$175,952.28	$2,000.00	$58,000.00	$1,337.00	$38,773.00
	Additive Alternate A1 Total				**$152,100.00**		**$78,000.00**		**$231,232.28**		**$78,000.00**		**$52,143.00**
13	**Additive Alternate A2 - Landscaping**												
	a) Buccaneer Palm (12 EA shown on plans)	12	EA	$377.00	$4,524.00	$1,000.00	$12,000.00	$1,827.01	$21,924.12	$900.00	$10,800.00	$675.00	$8,100.00
	b) Parsonii Juniper (471 EA shown on plans)	471	EA	$4.75	$2,237.25	$25.00	$11,775.00	$5.39	$2,538.69	$7.00	$3,297.00	$13.05	$6,146.55
	c) Dianella (737 EA shown on plans)	737	EA	$4.75	$3,500.75	$25.00	$18,425.00	$5.98	$4,407.26	$7.00	$5,159.00	$12.50	$9,212.50
	d) Coontie Palm (90 EA shown on plans)	90	EA	$19.95	$1,795.50	$50.00	$4,500.00	$23.93	$2,153.70	$30.00	$2,700.00	$24.65	$2,218.50
	e) Indian Hawthorne (187 EA shown on plans)	187	EA	$14.10	$2,636.70	$50.00	$9,350.00	$10.18	$1,903.66	$14.00	$2,618.00	$14.55	$2,720.85
	f) Gaillardia (379 EA shown on plans)	379	EA	$4.75	$1,800.25	$25.00	$9,475.00	$5.98	$2,266.42	$14.00	$5,306.00	$14.95	$5,666.05
	g) Christmas Palm (8 EA shown on plans)	8	EA	$377.00	$3,016.00	$1,000.00	$8,000.00	$772.50	$6,180.00	$500.00	$4,000.00	$560.00	$4,480.00
	h) Cabbage Palm (8 EA shown on plans)	8	EA	$299.00	$2,392.00	$1,000.00	$8,000.00	$324.83	$2,598.64	$230.00	$1,840.00	$296.80	$2,374.40
	Additive Alternate A2 Total				**$21,902.45**		**$81,525.00**		**$43,972.49**		**$35,720.00**		**$40,918.85**
B	**2015 Roadway Resurfacing Program**												
1	**Mobilization (≤ 3% of total bid for Part B)**	1	LS	$26,466.00	$26,466.00	$10,000.00	$10,000.00	$42,190.32	$42,190.32	$30,000.00	$30,000.00	$26,255.00	$26,255.00
2	**Maintenance of Traffic**	1	LS	$8,315.27	$8,315.27	$8,000.00	$8,000.00	$70,034.93	$70,034.93	$64,000.00	$64,000.00	$5,495.00	$5,495.00
3	**Soil/Erosion Control**												
	a) Inlet Protection	40	EA	$315.00	$12,600.00	$115.00	$4,600.00	$101.12	$4,044.80	$100.00	$4,000.00	$63.50	$2,540.00
	b) SWPPP and NPDES Permit	1	LS	$1,200.00	$1,200.00	$1,000.00	$1,000.00	$505.61	$505.61	$500.00	$500.00	$3,175.00	$3,175.00
4	**Survey Layout**	1	LS	$3,490.25	$3,490.25	$5,000.00	$5,000.00	$35,055.60	$35,055.60	$15,000.00	$15,000.00	$3,175.00	$3,175.00
5	**Stormwater**												
	a) Inlet Top, Remove and Replace (4 EA shown on plans)	6	EA	$2,340.00	$14,040.00	$3,000.00	$18,000.00	$4,044.88	$24,269.28	$5,500.00	$33,000.00	$855.33	$5,131.98
	b) Sodded Swale (690 LF shown on plans)	720	LF	$7.20	$5,184.00	$3.00	$2,160.00	$10.28	$7,401.60	$15.00	$10,800.00	$12.70	$9,144.00

CITY OF SATELLITE BEACH ROOSEVELT AVE. IMPROVEMENTS AND 2015 ROAD RESURFACING PROGRAM
BID TABULATION BID DATE: THURSDAY, AUGUST 20, 2015

				Masci Corporation		VA Paving Inc.		Community Asphalt		Gibbs & Register Inc.		Jobear Contracting Inc.	
Item	Description	Est. Qty.	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	c) Replace/New Inlet and Flume (7 EA shown on plans)	9	EA	$2,500.00	$22,500.00	$7,500.00	$67,500.00	$4,494.31	$40,448.79	$4,500.00	$40,500.00	$4,630.50	$41,674.50
6	**Utility Relocation/Adjustment**												
	a) Replace/Adjust Water Valve Box	40	EA	$215.00	$8,600.00	$300.00	$12,000.00	$471.90	$18,876.00	$250.00	$10,000.00	$279.40	$11,176.00
	b) Replace/Adjust Sewer Manhole Ring/Cover (60 EA shown on plans)	70	EA	$1,275.00	$89,250.00	$800.00	$56,000.00	$4,719.02	$330,331.40	$1,000.00	$70,000.00	$142.85	$9,999.50
7	**Concrete**												
	a) 4" Thick Concrete (Sidewalks) (109 SY shown on plans)	135	SY	$32.50	$4,387.50	$45.00	$6,075.00	$44.10	$5,953.50	$36.00	$4,860.00	$63.18	$8,529.30
	b) 6" Concrete (Driveways) (20 SY shown on plans)	35	SY	$37.85	$1,324.75	$75.00	$2,625.00	$62.25	$2,178.75	$50.00	$1,750.00	$74.90	$2,621.50
	c) Modified Type "E" Curb and Gutter (Miami) (1,844 LF shown on plans)	3,740	LF	$19.32	$72,256.80	$75.00	$280,500.00	$24.15	$90,321.00	$34.00	$127,160.00	$31.75	$118,745.00
	d) Type F Curb (603 LF shown on plans)	620	LF	$23.35	$14,477.00	$75.00	$46,500.00	$23.57	$14,613.40	$30.00	$18,600.00	$35.10	$21,762.00
	e) 3' Wide Valley Gutter (284 LF shown on plans)	290	LF	$24.49	$7,102.10	$100.00	$29,000.00	$22.83	$6,620.70	$34.00	$9,860.00	$46.49	$13,482.10
	f) Miami Curb Back Flume (10 EA shown on plans)	12	EA	$750.00	$9,000.00	$3,000.00	$36,000.00	$3,370.73	$40,448.76	$450.00	$5,400.00	$224.00	$2,688.00
	g) Curb Ramp (Not Including Detectable Surface) (1 EA shown on plans)	5	EA	$777.00	$3,885.00	$1,000.00	$5,000.00	$1,560.65	$7,803.25	$350.00	$1,750.00	$156.80	$784.00
8	**Roadway**												
	a) Mill Existing Asphalt, Type A (1/2" - 1 1/4" Deep) (15,700 SY shown on plans)	16,000	SY	$2.77	$44,320.00	$1.50	$24,000.00	$1.67	$26,720.00	$5.00	$80,000.00	$2.80	$44,800.00
	b) Mill Existing Asphalt, Type B (1/2" - 2" Deep) (20,439 SY shown on plans)	20,870	SY	$2.77	$57,809.90	$1.50	$31,305.00	$2.99	$62,401.30	$5.00	$104,350.00	$2.80	$58,436.00
	c) Type SP 9.5 Traffic Level C Asphalt (3,860 TN shown on plans)	4,050	TN	$112.99	$457,609.50	$82.00	$332,100.00	$106.74	$432,297.00	$121.00	$490,050.00	$109.20	$442,260.00
9	**Signage/Marking**												
	a) 24" Wide White Thermoplastic Stop Bar (559 LF shown on plans)	600	LF	$8.58	$5,148.00	$6.75	$4,050.00	$7.42	$4,452.00	$6.00	$3,600.00	$3.60	$2,160.00
	b) 5' Wide White Thermoplastic Special Emphasis Crosswalk (0 LF shown on plans)	80	LF	$11.31	$904.80	$12.50	$1,000.00	$9.78	$782.40	$14.00	$1,120.00	$7.30	$584.00
	c) 6" Wide Double Yellow Thermoplastic Centerline (100 LF shown on plans)	140	LF	$4.35	$609.00	$13.50	$1,890.00	$3.76	$526.40	$2.00	$280.00	$9.52	$1,332.80

CITY OF SATELLITE BEACH ROOSEVELT AVE. IMPROVEMENTS AND 2015 ROAD RESURFACING PROGRAM
BID TABULATION BID DATE: THURSDAY, AUGUST 20, 2015

				Masci Corporation		VA Paving Inc.		Community Asphalt		Gibbs & Register Inc.		Jobear Contracting Inc.	
Item	Description	Est. Qty.	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	d) 6" Wide White Thermoplastic Edgeline (0 LF shown on plans)	200	LF	$2.00	$400.00	$11.80	$2,360.00	$1.89	$378.00	$1.00	$200.00	$0.90	$180.00
	e) White Thermoplastic Arrow/Sharrow (0 EA shown on plans)	2	EA	$103.00	$206.00	$100.00	$200.00	$100.00	$200.00	$75.00	$150.00	$420.00	$840.00
	f) Detectable Surface (48 SF shown on plans)	60	SF	$27.45	$1,647.00	$35.00	$2,100.00	$40.79	$2,447.40	$19.00	$1,140.00	$24.65	$1,479.00
	g) Relocate Existing Sign (0 EA shown on plans)	10	EA	$200.00	$2,000.00	$300.00	$3,000.00	$168.54	$1,685.40	$100.00	$1,000.00	$56.00	$560.00
	h) Case II Red Reflectors and Bollard Post (40 EA shown on plans)	40	EA	$1,000.00	$40,000.00	$400.00	$16,000.00	$842.68	$33,707.20	$1,000.00	$40,000.00	$588.00	$23,520.00
10	**Miscellaneous/Closeout**												
	a) Monthly Progress As-builts	1	LS	$10,062.50	$10,062.50	$10,000.00	$10,000.00	$3,370.73	$3,370.73	$6,500.00	$6,500.00	$9,800.00	$9,800.00
	b) Final As-builts	1	LS	$1,380.00	$1,380.00	$10,000.00	$10,000.00	$5,056.10	$5,056.10	$5,000.00	$5,000.00	$1,344.00	$1,344.00
	c) Testing, Allowance	1	LS	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
	Total Bid 'B' (Items 1-10)				**$931,175.37**		**$1,032,965.00**		**$1,320,121.62**		**$1,185,570.00**		**$878,673.68**
C	**Thyme St Stormwater Improvements**												
1	**Mobilization (≤ 3% of total bid for Part C)**	1	LS	$4,989.00	$4,989.00	$10,000.00	$10,000.00	$2,977.48	$2,977.48	$5,000.00	$5,000.00	$6,200.00	$6,200.00
2	**Maintenance of Traffic**	1	LS	$3,204.40	$3,204.40	$15,000.00	$15,000.00	$43,337.82	$43,337.82	$45,000.00	$45,000.00	$26,742.00	$26,742.00
3	**Soil/Erosion Control**	1	LS	$7,980.00	$7,980.00	$2,500.00	$2,500.00	$3,370.73	$3,370.73	$9,700.00	$9,700.00	$2,760.00	$2,760.00
4	**Survey Layout**	1	LS	$1,414.50	$1,414.50	$5,000.00	$5,000.00	$11,685.20	$11,685.20	$12,000.00	$12,000.00	$1,378.00	$1,378.00
5	**Stormwater**												
	a) Replace/New Inlet and Flume (3 EA shown on plans)	3	EA	$3,920.00	$11,760.00	$7,500.00	$22,500.00	$4,584.19	$13,752.57	$5,500.00	$16,500.00	$4,211.65	$12,634.95
	b) Manhole (2 EA shown on plans)	2	EA	$3,450.00	$6,900.00	$7,500.00	$15,000.00	$4,044.88	$8,089.76	$6,500.00	$13,000.00	$5,967.00	$11,934.00
	c) 12" x 18" RCP Pipe (14 LF shown on plans)	20	LF	$95.35	$1,907.00	$200.00	$4,000.00	$67.41	$1,348.20	$110.00	$2,200.00	$96.60	$1,932.00
	d) 18" RCP Pipe (428 LF shown on plans)	440	LF	$95.35	$41,954.00	$150.00	$66,000.00	$64.04	$28,177.60	$70.00	$30,800.00	$93.67	$41,214.80
6	**Plug/Grout Existing Pipe (410 LF shown on plans)**	440	LF	$23.95	$10,538.00	$30.00	$13,200.00	$159.28	$70,083.20	$20.00	$8,800.00	$19.76	$8,694.40
7	**Modify Existing Sewer Lateral (4 EA shown on plans)**	5	EA	$1,377.00	$6,885.00	$5,000.00	$25,000.00	$4,719.02	$23,595.10	$4,500.00	$22,500.00	$2,000.00	$10,000.00
8	**Concrete**												
	a) 4" Thick Concrete (Sidewalks) (23 SY shown on plans)	25	SY	$32.50	$812.50	$45.00	$1,125.00	$46.30	$1,157.50	$60.00	$1,500.00	$65.16	$1,629.00
	b) 6" Thick Concrete (Driveways) (31 SY shown on plans)	33	SY	$37.85	$1,249.05	$75.00	$2,475.00	$59.21	$1,953.93	$70.00	$2,310.00	$83.10	$2,742.30

CITY OF SATELLITE BEACH ROOSEVELT AVE. IMPROVEMENTS AND 2015 ROAD RESURFACING PROGRAM
BID TABULATION BID DATE: THURSDAY, AUGUST 20, 2015

				Masci Corporation		VA Paving Inc.		Community Asphalt		Gibbs & Register Inc.		Jobear Contracting Inc.	
Item	Description	Est. Qty.	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	c) Modified Type "E" Curb and Gutter (Miami) (140 LF shown on plans)	160	LF	$19.32	$3,091.20	$75.00	$12,000.00	$23.76	$3,801.60	$35.00	$5,600.00	$46.64	$7,462.40
9	**Roadway**												
	a) Mill Existing Asphalt, Type B (1122 SY shown on plans)	1,130	SY	$6.15	$6,949.50	$5.00	$5,650.00	$4.12	$4,655.60	$10.00	$11,300.00	$10.09	$11,401.70
	b) Type SP 9.5 Traffic Level C Asphalt (75 TN shown on plans)	80	TN	$103.99	$8,319.20	$150.00	$12,000.00	$134.96	$10,796.80	$200.00	$16,000.00	$184.80	$14,784.00
	c) Asphalt Road Repair (507 SY shown on plans)	520	SY	$97.65	$50,778.00	$50.00	$26,000.00	$93.47	$48,604.40	$115.00	$59,800.00	$85.80	$44,616.00
10	**Miscellaneous**												
	a) Final As-builts	1	LS	$1,086.75	$1,086.75	$10,000.00	$10,000.00	$1,685.37	$1,685.37	$3,500.00	$3,500.00	$1,058.00	$1,058.00
	b) Testing, Allowance	1	LS	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00
	Total Bid 'C' (Items 1-10)				**$171,318.10**		**$248,950.00**		**$280,572.86**		**$267,010.00**		**$208,683.55**

Note: Masci Math error in extension total of bid B . Corrected total shown.

CITY COUNCIL AGENDA ITEM #8

DISCUSS/TAKE ACTION ON ORDINANCE NO. 1107, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SECTION 30-706, SATELLITE BEACH CITY CODE, ESTABLISHING AN EFFECTIVE DATE TO REMOVE NUISANCE TREES DEFINED THEREIN; INCLUDING LIMITED GRANDFATHER PROVISION; PROVIDING SEVERABILITY; PROVIDING EFFECTIVE DATE (SECOND READING)

To:	City Manager Courtney Barker
From:	Building Official John Stone
Meeting Date:	10/7/2015
Department:	Building & Zoning

Recommended Action: Adopt Ordinance No. 1107 on second reading.

Summary: On July 15, 2015 the City Council approved Ordinance No. 1107 on first reading amending the Land Development Regulations City Code Section 30-706 thereby establishing a compliance date of November 15, 2015 for the removal of all Australian pines, Brazilian Pepper, and Melaleuca trees within the City. At the direction of City Council, language has been added to provide a grandfather clause for mature Melaleuca trees as well as adjusting the compliance date to January 8, 2015. If approved, Ordinance No. 1107 will also require the removal of nuisance trees within 90 days of the effective date of the adoption of this ordinance.

Budget Impacts: None

Attachments: Ordinance No. 1107

#8
10-7-15

ORDINANCE NO. 1107

AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SECTION 30-706, SATELLITE BEACH CITY CODE, ESTABLISHING AN EFFECTIVE DATE TO REMOVE NUISANCE TREES DEFINED THEREIN; INCLUDING LIMITED GRANDFATHER PROVISION; PROVIDING SEVERABILITY; PROVIDING EFFECTIVE DATE (SECOND READING)

WHEREAS, Section 30-706, Satellite Beach City Code, established that certain non-native noxious invasive species of trees (nuisance trees) must be removed within the City; and

WHEREAS, the City Council did not establish a fixed date by which property owners within the City were required to remove these nuisance trees; and

WHEREAS, the City recently completed its program to remove nuisance trees from City-owned property, and the City Council now desires to establish a date for removal of all nuisance trees in the City; and

WHEREAS, the Planning and Zoning Advisory Board conducted a duly-noticed public hearing and, after considering different effective dates and determining that its proposed amendment is consistent with the Satellite Beach Comprehensive Plan and adopted land development regulations, recommends to City Council that the date for removal of all nuisance trees in the City be set for 90 days after the adoption of any ordinance amending Section 30-706; and

WHEREAS, the City Council, following all preliminary public hearings required by law, has determined that this proposed amendment is consistent with the Satellite Beach Comprehensive Plan and adopted land development regulations and is in the best interest of the City and its residents; and

WHEREAS, the City Council considered information from certain property owners indicating that mature melaleuca trees no longer propagate and generally serve a legitimate landscaping function; and

WHEREAS, the City Council is willing to provide a limited grandfather exception specifically for mature melaleuca trees.

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

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

SECTION 2. Section 30-706, Satellite Beach City Code, is amended to read as follows:

Sec. 30-706. Nuisance Trees.

(a) The following trees are considered non-native, noxious, invasive species and shall be removed from all properties within the City on or before January 8, 2016.

Brazilian pepper	*Schinus terebinthifolius*
Melaleuca	*Melaleuca quinquenervia*
Australian pine	*Causarina equisetifolia*

(b) Removal as provided in subparagraph (a) shall not be required for melaleuca trees that have a diameter of eight inches or greater at breast height on October 7, 2015. However, if the building official determines that any melaleuca trees are propagating, such trees shall be removed within 60 days of notice provided by the City.

SECTION 3. SEVERABILITY CLAUSE. In the event a court of competent jurisdiction holds or determines that any part of this Ordinance is invalid or unconstitutional, the remainder of the Ordinance shall not be affected, and it shall 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 the invalid and unconstitutional provision, thereby causing the remainder to remain in full force and effect.

SECTION 4. REPEAL OF INCONSISTENT PROVISIONS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

SECTION 6. This Ordinance was duly passed on first reading at a regular meeting of the City Council on the 15th day of July, 2015, and adopted on the second and final reading at the regular meeting of the City Council on the __ day of _____, 2015.

_____
FRANK P. CATINO, MAYOR

ATTEST:

_____
LEONOR OLEXA, CMC, CITY CLERK

CITY COUNCIL AGENDA ITEM

#9

DISCUSS/TAKE ACTION ON RESOLUTION NO. 957, A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, ESTABLISHING A ONE-TIME REIMBURSEMENT PROGRAM FOR REMOVAL OF CERTAIN NUISANCE TREES; PROVIDING AN EFFECTIVE DATE

To:	City Manager Courtney Barker
From:	Building Official John Stone
Meeting Date:	10/7/2015
Department:	Building & Zoning

Recommended Action: Adopt Resolution No. 957.

Summary: In 2007 City Council adopted Ordinance No. 972 requiring the removal of Australian pines, Brazilian Peppers, and Melaleuca trees throughout the City as invasive species. However, a compliance date was not set at that time in order for the City to substantially remove these invasive species from City property before setting a compliance date city wide.

On July 15, 2015 City Council approved on first reading Ordinance No. 1107 establishing a compliance date of November 15, 2015 (adjusted to January 8, 2016) on second reading for removal of these invasive species throughout the City since City properties are now in substantial compliance. To minimize the financial hardship to residents, Resolution No. 957 is being created to provide a one-time reimbursement for the removal of Australian pines and Melaleuca trees in accordance with the terms outlined in Resolution No. 957.

Budget Impacts: Up to $20,000 from the Recycle Trust Fund

Attachments: Resolution No. 957

#9
10-7-15

RESOLUTION NO. 957

A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, ESTABLISHING A ONE-TIME REIMBURSEMENT PROGRAM FOR REMOVAL OF CERTAIN NUISANCE TREES; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City adopted Ordinance No. 982 in 2007 creating a new Section 30-706, Satellite Beach City Code, which required the removal of Brazilian pepper, melaleuca, and Australian pine trees (hereinafter "nuisance trees") within the City; and

WHEREAS, that Ordinance did not establish a date by which all such trees were required to be removed; and

WHEREAS, both before and after adoption of that Ordinance, the City, volunteers, and affected property owners removed substantially all of the nuisance trees within the City; and

WHEREAS, City staff determined that, as of July 1, 2015, only approximately 20 properties within the City still have nuisance trees; and

WHEREAS, based upon the substantial removal of all nuisance trees within the City, the Council adopted Ordinance No. 1107 on October 7, 2015, directing that all nuisance trees be removed from the City on or before January 8, 2016; and

WHEREAS, after first reading of Ordinance No. 1107, several of the property owners having nuisance trees remaining on their properties approached City Council and City staff, expressing concerns about the cost of complying with Ordinance No. 1107, because the trees on their properties are primarily mature melaleuca and Australian pine trees; and

WHEREAS, the City does not wish to make compliance with Ordinance No. 1107 a financial hardship for property owners; and

WHEREAS, certain property owners having mature melaleuca trees on their properties requested that those trees be grandfathered, and Ordinance No. 1107 granted this limited exception; and

WHEREAS, City staff recommended to City Council that (1) a one-time reimbursement program be implemented to assist the property owners with the remaining mature melaleuca and Australian pine trees and (2) after program completion, the cost of future compliance be entirely on the property owner(s).

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

SECTION 1. The foregoing recitations are true and correct and are incorporated herein.

SECTION 2. The City hereby establishes a one-time reimbursement program, as provided herein, for any property owner receiving notice of a violation of Section 30-706, Satellite Beach City Code, from the building official on or before January 8, 2016. This program shall allow reimbursement only for removal of melaleuca and Australian pine trees with trunk diameter(s) of three inches or greater at breast height that are located on such owner's property. The cost of removal of pepper trees is not reimbursable under this program.

SECTION 3. Funds to implement this program shall come from the Recycling Trust Fund, with a program maximum of $20,000. Maximum reimbursement shall be $1,500 per property. Stump grinding shall not be subject to reimbursement, even if the total cost of removal, including stump grinding, does not exceed $1,500.

SECTION 4. To be entitled to reimbursement under this program, the property must be one that was noticed by the building official pursuant to Section 2. In addition, no later than February 1, 2016, a property owner must (i) provide a paid invoice reflecting that tree removal was performed by a third party and that the third party was paid and (ii) provide photograph(s) showing where the removed tree(s) was/were cut to ground level. The program shall not reimburse any requests received by the City after this date.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

SECTION 6. This Resolution was adopted at a regular meeting of the City Council on the _____ day of _____, 2015.

_____
FRANK P. CATINO, MAYOR

ATTEST:

_____
LEONOR OLEXA, CMC, CITY CLERK

CITY COUNCIL AGENDA ITEM #10

DISCUSS/TAKE ACTION ON ORDINANCE NO. 1111, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING THE SATELLITE BEACH PERSONNEL POLICY SECTION 12.01 (JOB CLASSIFICATION LEVELS) TO ADD JOB CLASSIFICATION FOR DEPUTY RECREATION DIRECTOR AND SALARY RANGE; TO ADD JOB CLASSIFICATION FOR COMPTROLLER AND SALARY RANGE; AND PROVIDING AN EFFECTIVE DATE (SECOND READING)

To:	City Manager Courtney Barker
From:	Assistant City Manager Andy Stewart
Meeting Date:	10/7/2015
Department:	Support Services

Recommended Action: Adopt Ordinance No. 1111 on second reading.

Summary: Section 12.01 of the City's Personnel Policy Handbook identifies Job Classifications and establishes Pay Grades for personnel in the City of Satellite Beach. The following request updates the City's Personnel Policy Handbook to reflect the positions of Comptroller and Deputy Recreation Director.

The Job Classification of Comptroller is being requested to replace the position of Assistant Finance Director and the Deputy Recreation Director is being created as a result of succession planning in the Recreation Department as a result of the Recreation Director's retirement in FY 15/16.

Budget Impacts: N/A

Attachments: Ordinance No. 1111

#10
10-0715

ORDINANCE NO. 1111

AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING THE SATELLITE BEACH PERSONNEL POLICY SECTION 12.01 (JOB CLASSIFICATION LEVELS) TO ADD JOB CLASSIFICATION FOR DEPUTY RECREATION DIRECTOR AND SALARY RANGE; TO ADD JOB CLASSIFICATION FOR COMPTROLLER AND SALARY RANGE; AND PROVIDING AN EFFECTIVE DATE (SECOND READING)

WHEREAS, from time to time the City finds it necessary to amend the City's Personnel Policies; and

WHEREAS, these policies and procedures serve as a guide to the administrative actions concerning personnel activities.

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

SECTION 1. Section 12.01 of the Satellite Beach Personnel Policy is hereby amended by adding Pay Grade 24, Deputy Recreation Director, with a pay range of $40,776 - $63,611.

SECTION 2. Section 12.01 of the Satellite Beach Personnel Policy is hereby amended by adding Pay Grade 30, Comptroller, with a pay range of $54,644 - $85,245.

SECTION 3. 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 4. REPEAL OF INCONSISTENT PROVISIONS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. EFFECTIVE DATE. This ordinance shall become effective immediately upon its adoption.

SECTION 6. This Ordinance was duly passed on first reading at a regular meeting of the City Council on the 2nd day September, 2015, and adopted on the second and final reading at a regular meeting of the City Council on the ____ day _____, 2015.

_____
FRANK CATINO, MAYOR

Attest:

_____
LEONOR OLEXA, CMC, CITY CLERK

CITY COUNCIL AGENDA ITEM #11

DISCUSS/TAKE ACTION ON RESOLUTION NO. 961, A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, SUPPORTING THE CURRENT VERSION OF THE DRAFT BILL ENTITLED MISUSE OF PUBLIC OFFICE ACT; PROVIDING AN EFFECTIVE DATE

To:	Mayor and City Council
From:	City Manager Courtney Barker
Meeting Date:	10/7/2015
Department:	Support Services

Recommended Action: Adopt Resolution No. 961.

Summary: The Florida Today, as part of Gannett Newspapers, has worked on legislation to close the loopholes in the current statutes regulating ethics of public officials in the State of Florida. The legislation makes contractors that are hired to complete a government function or act as a government unit to be considered public employees subjected to ethics laws. Additionally, the draft legislation also eliminates the requirement that a prosecution of a public official for an ethics violation must prove the official had the intent to commit the violation.

Staff believes that this legislation will further the ability to prosecute corrupt government officials. It is important to ensure public trust of government officials and that the public process is free of corruption. This legislation will hopefully make it easier for the public to have trust in our local and state government processes.

Budget Impacts: None.

Attachments:
- Resolution No. 961
- Draft legislation

#11
10-7-15

RESOLUTION NO. 961

A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, SUPPORTING THE CURRENT VERSION OF THE DRAFT BILL ENTITLED MISUSE OF PUBLIC OFFICE ACT; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Satellite Beach is concerned about ethics and public trust in government; and

WHEREAS, current legislation regulating ethical violations in the State of Florida has gaps which allow obvious ethical violations to go unpunished; and

WHEREAS, the City Council finds that unpunished ethical violations erode public trust in government, which affects all public officials; and

WHEREAS, legislation entitled Misuse of Public Office Act has been proposed for the 2016 session of the Florida Legislature by various Gannett newspapers, including *Florida Today*, and is being sponsored in the State Senate by Senator Donald J. Gaetz; and

WHEREAS, the stated purpose of the proposed legislation is to address certain provisions in current State law that have prevented law enforcement and State Attorneys from pursuing certain persons suspected of conduct that would constitute unethical or corrupt behavior but for the language in current State law; and

WHEREAS, the City Council of the City of Satellite Beach supports the proposed legislation as currently drafted.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Satellite Beach, Brevard County, Florida, supports the adoption of the Misuse of Public Office Act attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Clerk shall transmit a certified copy of this resolution to the Office of Senator Gaetz and the Office of Governor Rick Scott.

THIS RESOLUTION shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Satellite Beach, Florida, the ____ day of October, 2015.

_____
FRANK P. CATINO, MAYOR

ATTEST:

_____
LEONOR OLEXA, CMC, CITY CLERK

Senate Bill 15-_____

An act relating to the abuse of public office; amending Florida Statutes Section 838 otherwise entitled the "Misuse of Public Office Act" by creating a short title; by creating a statement of legislative intent; by deleting s. 838.014 (4) defining "corruptly" or "with corrupt intent;" by creating a new s. 838.014 (4) defining "government entity;" by creating a new s. 838.014 (6) defining "intentionally" and "knowingly;" by creating s. 838.014 (7) defining "non-governmental entity;" by amending s. 838.014 (6) (a) with respect to the definition of a "public servant;" providing for the renumbering of the sections of s. 838.014; amending ss. 838.015 (1), 838.016 (1), 838.016 (2), 838.022 (1), 838.22 (1) and 838.22(2) by the deletion of the words: "corruptly" and "with corrupt intent" and by the insertion therefore of the phrase: "intentionally or knowingly"; and providing for an effective date.

Be it Enacted by the Legislature of the State of Florida:

Section 1. Section 838, Florida Statutes, is amended to read:

838.001 Short title.-- this act may be cited as the Misuse of Public Office Act of 2015.

Section 2. Section 838, Florida Statutes, is amended to read:

838.002 Legislative intent.--

The legislature intends to amend Florida Statute Chapter 838 in order to strengthen the provisions and penalties against corrupt public officials and those persons who either aid and abet public officials or seek through their action to bribe or improperly solicit action or aid from public officials for their own personal gain or that of the public officials. Further, the legislature intends to amend Florida Statutes Section 838.014 to prevent the circumvention of the intent and spirit of the laws which criminalize and punish corruption of public officials and those persons who participate in such corruption. This act facilitates charging and convicting corrupt public officials and those persons who aid and abet them or otherwise participate in such corruption while preserving the constitutional rights of any accused. This act will accomplish the foregoing by amending Florida Statutes s. 838.014 to include officers or employees of governmental entities and representatives of non-governmental entities who have heretofore escaped prosecution for corruption based upon technicalities of non-inclusion in the statute. This act, by including previously un-included individuals who have acted corruptly but have been technically not within the purview of Florida statutes Chapter 838 will act to preserve and promote public trust in the legal system which has all too often let guilty individuals go free or not be charged because they are technically outside the definition of public servant found in Florida Statute s.838.014. Furthermore, this act will strengthen Florida Statutes Chapter 838 by removing the definition and the element of "corruptly" or "with corrupt intent" from all criminal violations

specified therein. The foregoing amendment is just because all criminal statutes already require criminal intent and a higher burden of proof, but under Chapter 838, as currently written, certain individuals are unjustly protected from prosecution.

Section 3. Section 838.014, Florida Statutes, is amended to read.

838.014 Definitions.-- As used in this chapter, the term:

(1) "Benefit" means gain or advantage, or anything regarded by the person to be benefitted as a gain or advantage, including the doing of an act beneficial to any person in whose welfare he or she is interested, including any commission, gift, gratuity, property, commercial interest, or any other thing of economic value not authorized by law.

(2) "Bid" includes a response to an "invitation to bid," "invitation to negotiate," "request for quote," or "request for proposals" as those terms are defined in s. 287.012.

(3) "Commodity" means any goods, merchandise, wares, produce, chose in action, land, article of commerce, or other tangible or intangible property, real, personal, or mixed, for use, consumption, production, enjoyment, or resale.

~~(4) "Corruptly" or "with corrupt intent" means acting knowingly and dishonestly for wrongful purpose.~~

(4) "Government entity" means the State of Florida, including the judiciary, the legislature and the executive, or any department, agency, bureau, division or agent of the state; municipalities; counties; school boards; special districts; and other local entities created by general or special law or local ordinance; regional planning councils; metropolitan planning organizations; water supply authorities; local health councils; water management districts; and other regional entities that are authorized and created by general or special law.

(5) "Governmental function" or "governmental service" for purposes of Chapter 838 means performing a function or serving a governmental purpose which could properly be performed or served by an appropriate governmental unit or which is demonstrated to perform a function or serve a purpose which would otherwise be a valid subject for the allocation of public funds.

(6) "Harm" means pecuniary or other loss, disadvantage, or injury to the person affected.

(7) "Intentionally" or "knowingly" means that the act was done with full knowledge, voluntarily, and not because of mistake or accident.

(8) "Non-government entity" means any person, corporation, cooperative, association, partnership, organization, alliance, or similar body, whether operating for profit or not, which is not a "government entity" as that term is defined in s. 838.014 (4).

(9) "Public servant" means:
(a) Any officer or employee of a ~~state, county, municipal, or special district agency or entity~~ governmental entity;

(b) Any legislative or judicial officer or employee;

(c) Any person, except a witness, who acts as a general or special magistrate, receiver, auditor, arbitrator, umpire, referee, consultant, or hearing officer while performing a governmental function; or

(d) A candidate for election or appointment to any of the positions listed in this subsection, or an individual who has been elected to, but has yet to officially assume the responsibilities of, public office.

(e) Any officer, director, partner, manager, representative, or employee of a non-governmental entity, private corporation, quasi-public corporation, or quasi-public entity, or anyone covered under chapter 119 that is authorized by law or contract to perform a governmental function or provide a governmental service on behalf of the state, county, municipal, or special district agency or entity to the extent that the individual's conduct relates to the performance of the governmental function or provision of the governmental service.

(10) "Service" means any kind of activity performed in whole or in part for economic benefit.

Section 4. Section 838.015 (1) is amended by the deletion of the word: "corruptly" and the insertion therefor of the term: "intentionally or knowingly," to read as follows:

> **838.015 Bribery.--**
>
> (1) "Bribery" means ~~corruptly~~ to intentionally or knowingly give, offer, or promise to any public servant, or, if a public servant, ~~corruptly~~ to intentionally or knowingly request, solicit, accept, or agree to accept for himself or herself or another, any pecuniary or other benefit not authorized by law with an intent or purpose to influence the performance of any act or omission which the person believes to be, or the public servant represents as being, within the official discretion of a public servant, in violation of a public duty, or in performance of a public duty.

Section 5. Section 838.016 (1) and (2) are amended by the deletion of the word: "corruptly" and the insertion therefore of the term: "intentionally or knowingly," to read as follows:

> **838.016 Unlawful compensation or reward for official behavior.--**
>
> (1) It is unlawful for any person ~~corruptly~~ to intentionally or knowingly give, offer, or promise to any public servant, or, if a public servant, ~~corruptly~~ to intentionally or knowingly request, solicit, accept, or agree to accept, any pecuniary or other benefit not authorized by law, for the past, present, or future performance, nonperformance, or violation of any act or omission which the person believes to have been, or the public servant represents as having been, either within the official discretion of the public servant, in violation of a public duty, or in performance of a public duty. Nothing herein shall be construed to preclude a public servant from accepting rewards for services performed in apprehending any criminal.
>
> (2) It is unlawful for any person ~~corruptly~~ to intentionally or knowingly give, offer, or promise to any public servant, or, if a public servant, ~~corruptly~~ to intentionally or knowingly request, solicit, accept, or agree to accept, any pecuniary or other benefit not authorized by law for the past, present, or future exertion of any influence upon or with any other public servant regarding any act or omission which the person believes to have been, or which is represented to him or her as having been, either within the official discretion of the other public servant, in violation of a public duty, or in performance of a public duty.

Section 6. Section 838.022 (1) is amended by the deletion of the words: "with corrupt intent" and the insertion therefore of the term: "intentionally or knowingly," to read as follows:

> **838.022 Official Misconduct.--**
>
> (1) It is unlawful for a public servant~~, with corrupt intent~~ to intentionally or knowingly obtain a benefit for any person or to cause harm to another, to:

Section 7. Section 838.22 (1) and (2) are amended by the deletion of the words: "with corrupt intent" and the insertion therefore of the term: "intentionally or knowingly," to read as follows:

838.22 Bid Tampering.--

(1) It is unlawful for a public servant~~, with corrupt intent~~ to intentionally or knowingly influence or attempt to influence the competitive bidding process undertaken by any state, county, municipal, or special district agency, or any other public entity, for the procurement of commodities or services, to:

(2) It is unlawful for a public servant~~, with corrupt intent~~ to intentionally or knowingly obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services.

Section 8. Except as otherwise provided, this act shall take effect July 1, 2015

CITY COUNCIL AGENDA ITEM #12

DISCUSS/TAKE ACTION ON RESOLUTION NO. 962, A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, ENCOURAGING THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS TO RECONSIDER THE RECOMMENDATIONS OF BREVARD COUNTY'S BLUE RIBBON ADVISORY COMMITTEE FOR TRANSPORTATION INFRASTRUCTURE AND ENCOURAGE THE ESTABLISHMENT OF TWO OR MORE OF FUNDING RECOMMENDATIONS FOR ROADWAY MAINTENANCE AND CAPACITY IMPROVEMENTS; PROVIDING AN EFFECTIVE DATE

To:	City Manager Courtney Barker
From:	Assistant City Manager Andy Stewart
Meeting Date:	10/7/2015
Department:	Support Services

Recommended Action: Adopt Resolution No. 962.

Summary: Staff is recommending adopting Resolution No. 962, supporting the recommendations of the Blue Ribbon Committee on transportation. The Committee's recommendations included three funding sources, which include an additional gas tax, impact fees, and the infrastructure sales tax.

The City of Palm Bay is requesting each city to adopt a resolution similar to their resolution, which focuses on the Infrastructure Sales Tax. The Infrastructure Sales Tax would bring in more funds than any other source, which would begin to close the gap many Brevard County local governments have in infrastructure funding relative to needs.

However, it is staff's recommendation to adopt a resolution supporting all of the recommended funding sources of the Committee, including the Infrastructure Sales Tax, and asking the Commission to establish at least two of the funding sources. It is our recommendation that funding sources for both capacity improvements and maintenance improvements be addressed.

Staff recognizes that the City recently increased our utility tax for road improvements. However, any new funding sources would allow the City to pay down debt service at a faster rate, and then possibly allow the City to reduce other taxes, provided any new revenue source is large enough to offset existing revenues.

Budget Impacts: None at this time.

Attachments:

- Resolution No. 962
- Blue Ribbon Committee Report
- Estimated Funding Source Revenues
- City of Palm Bay request

#12
10-7-15

RESOLUTION NO. 962

A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, ENCOURAGING THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS TO RECONSIDER THE RECOMMENDATIONS OF BREVARD COUNTY'S BLUE RIBBON ADVISORY COMMITTEE FOR TRANSPORTATION INFRASTRUCTURE AND ENCOURAGE THE ESTABLISHMENT OF TWO OR MORE OF FUNDING RECOMMENDATIONS FOR ROADWAY MAINTENANCE AND CAPACITY IMPROVEMENTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, Brevard County Commissioners established the Blue Ribbon Advisory Committee for Transportation Infrastructure on April 2, 2013 with 19 members representing a cross section of business and professional organizations; and

WHEREAS, the Blue Ribbon Advisory Committee provided a report on its findings and recommendations on March 18, 2014; and

WHEREAS, Brevard County roads are in need of a $20.2M per year maintenance budget to address a 55 mile per year resurfacing need, while only $14M per year is available and 8 miles of roads per year are addressed; and

WHEREAS, the Blue Ribbon Advisory Committee received presentations from municipalities regarding the large unfunded needs of the municipal roadway systems, including the City of Satellite Beach, which has estimated $1.5M of immediate needs; and

WHEREAS, the recent recession caused many local governments to cease capital spending, creating a back log of resurfacing needs, with some cities recently raising ad valorem taxes and utility taxes to begin addressing the resurfacing and reconstruction back log; and

WHEREAS, the City of Satellite Beach recognizes that without a countywide dedicated funding source for road maintenance and resurfacing, the back log of resurfacing and reconstruction needs will continue and costs will increase as roads worsen; and

WHEREAS, the City of Satellite Beach recognizes that without a dedicated funding source for capacity improvements, local governments find it difficult to identify funding to relieve transportation congestion and expand transportation improvements within our local roadway network without burdening the current taxpayers with the cost of growth and development.

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

SECTION 1. The City of Satellite Beach strongly encourages the Brevard County Board of County Commissioners to reconsider the recommendations of the Blue Ribbon Advisory Committee for transportation infrastructure and establish two or more of the funding recommendations for maintenance and capacity improvements.

SECTION 2. A certified copy of this resolution shall be sent to the Brevard County Board of County Commissioners.

SECTION 3. This resolution shall become effective upon adoption and shall remain in effect until repealed and hereby repeals all conflicting resolutions.

SECTION 4. This resolution was adopted at a regular meeting of the City Council on the _____day of _____, 2015.

_____
FRANK P. CATINO, MAYOR

ATTEST:

_____
LEONOR OLEXA, CMC, CITY CLERK

Blue Ribbon Advisory Board for Transportation Infrastructure

Report and Recommendations to the Brevard County Board of County Commissioners

Approved by a 15:1 vote of the
Blue Ribbon Transportation Advisory Committee
March 18, 2014

EXECUTIVE SUMMARY

Recognizing the critical role that infrastructure plays in promoting economic development and community welfare as well as the burgeoning mismatch between infrastructure revenues and needs, the Brevard County Board of County Commissioners established the Transportation Infrastructure Advisory Board (hereafter, Blue Ribbon Advisory Committee or BRAC) on April 2, 2013. The mission of the BRAC, set forth by the Brevard County Board of County Commissioners, is to:

> ***Review the ongoing road maintenance and capacity needs of Brevard County and forward to the Board of County Commissioners sustainable short and long term funding solutions that can either be approved by the Board of County Commissioners or submitted to the voters of Brevard County for approval.***

Over a period of eight months (August 2013 - March 2014), BRAC members, representating a cross-section of Brevard County businesses and professional organizations, reviewed numerous documents related to infrastructure issues including presentations made by County staff, municipal transportation staff and representatives, as well as outside consultants.

The BRAC's principal concern was to provide the Brevard County Board of County Commissioners recommendations for action(s) by Spring 2014, adhering faithfully to the mission statement set forth. Accordingly, the short and long term funding solutions to be discussed in this report represent additional revenues to be collected from taxpayers for the purpose of bridging the gap between dollars needed versus dollars available.

Background

Figure 1 (see Page 8) provides the crux of Brevard County's current infrastructure dilemma, calibrated to a 15-year cycle. On an annual basis, approximately $14 million is presently available for the recurring funding of routine maintenance ($11.435M), resurfacing ($0.626M), equipment maintenance/capital ($1.615M), and landscaping ($0.324M). Unfortunately, that level of funding only allows for the resurfacing of about eight miles of roads per year, far short of the 55 miles per year needed to resurface Brevard's 1,110 miles of roads on a 20 year rotation (i.e., 1,100 miles/20 years = 55). A 20-year resurfacing rotation ensures that the roads do not decay to the point of needing reconstruction, which is prohibitively more expensive.

Ensuring that all Brevard County local roads are resurfaced on a 20 year rotation requires an additional $4.2M per year (does not include municipal, state or federal roads). Including traffic, drainage, and sidewalk maintenance bumps that annual figure to **$6.2M**; thus, the recurring maintenance requirements, all things normalized, would require $20.2M per year over the next 15 years, in contrast to the $14M currently available.

All things are not normalized, however, as Brevard County has a legacy bill. At the present time, due to the lack of adherence to the prescribed 20 year resurfacing schedule, about 280 miles of road require either partial or full reconstruction, at an annual cost of $10.06M. Factoring in the annualized backlog costs for traffic, drainage, and sidewalk maintenance (i.e., $1.8M) yields a yearly legacy remediation bill of **$11.86M**, to be incurred over the next 15 years.

In total, sustaining the existing roadway infrastructure requires additional funding of **$18.06M** per year (i.e., $6.2M + 11.86M) over the next 15 years, at which point remediation would be complete. Sustainable funding for roadway infrastructure would then fall to an additional $6.2M (albeit adjusted for inflation) beyond what is presently available.

None of the revenues discussed up to this point are associated with infrastructure expansion or capacity. Figure 2 (see Pages 9, 10) provides in tabular form in excess of $440M in new road construction projects to be completed over the next 15 years to fix transportation capacity problems. This would involve in the neighborhood of about $30M per year of additional funding. There is currently no funding source to address these capacity issues.

Funding Options

(1) Brevard County has the ability to levy an *additional* 6 cents per gallon in **gas taxes**. The first additional cent (referred to as the 9th cent fuel tax) could be used for any transportation purpose and would generate $2M for use by county government only. An additional Local Option Gas Tax (LOGT) of one to five cents is allowable for operations, maintenance, repair, signalization, and construction. Collecting the full five cents could generate $5.7M for the County and an additional $3.8M for distribution to the municipalities. All told, maxing out the available fuel levies would yield an additional $7.8M in revenues targeted for County infrastructure.

Pros vs. Cons - A gas tax is a relatively good option for transportation funding. Road infrastructure is dominated by automobile traffic, which predominantly runs on fuel. Larger vehicles, which weigh more and depreciate the roadway asset to a greater degree, typically require more fuel to run. Visiting tourists, who utilize rental vehicles and benefit from a sound infrastructure, pay for this use through gas purchases, and it is estimated that about 25% of Brevard's gas taxes are collected from visitors. Pedestrians, cyclists, and those who drive in Brevard County but typically purchase their fuel elsewhere, benefit from use without contributing. The roadway asset's depreciation from the first two categories is likely negligible, however, and with respect to the latter, it is probably offset by those who drive in other counties but purchase their fuel on the Space Coast.

Brevard County collects one of the lowest amounts of gas tax in the state. In terms of nearby counties, Volusia County, for example, already collects the full twelve cents per gallon. In terms of expedience, with a supermajority vote of four county commissioners, Brevard County could collect between one and six cents in additional gas taxes. A ballot referendum is not required.

On the negative side, gas taxes are a specific tax, levied per gallon. They are not percent based, and do not fluctuate with price. All told, the combined impact of inflation, greater fuel efficiency, and reduced driving behavior has given this funding source a sort of planned decline. Gas tax revenues have been declining, and while an expanding economy will likely provide a positive push on miles driven, the expectation is that gas tax revenues will continue to decline as cars become more fuel efficient and/or independent. In addition, a survey conducted by the Space Coast Transportation Planning Organization (SCTPO) revealed a gas tax increase to be the least popular option.

Assessment -The gas tax option would be considered a short-term solution. It is politically expedient in that it can be invoked at a Brevard County Board of County Commissioners Board Meeting. It would cover the additional $6.2M needed, all things normalized, for recurring maintenance requirements. It would not, however, tackle any of the backlog needed to remediate the existing capital structure, or provide funds for new capacity expansion.

(2) **Impact fees** are set by local governments to ensure that the costs of providing public services for new developments are paid for by that new development. The committee reviewed an historical evaluation showing that impact fees were previously set at levels that did not fully pay for the infrastructure costs associated with development. During the recent economic downturn, impact fees were suspended in Brevard County and in most municipalities. Only Melbourne and Palm Bay are currently collecting impact fees.

Although impact fees are driven by construction demand, it is estimated that in the current economy, impact fees would generate $3.4M annually for the county and an additional $2.7M for the municipalities. These amounts will likely increase as the economy and housing industry rebounds. *Impact fees can only be used for infrastructure related to development.* They cannot be used for maintenance and repair of existing infrastructure. The current moratorium on impact fees expires at the end of 2014.

Pros vs. Cons – Impact fees are designed to alleviate the choke points that occur due to development and the burdening on existing infrastructure that development precipitates. Those who tax the existing infrastructure are themselves taxed to create additional capacity. In terms of expedience, impact fees can be set by a simple majority vote of the Brevard County commission. A ballot referendum is not required, and in fact, no further action on this issue is required as the current moratorium will sunset without any further action.

In the SCTPO survey of citizens in 2013 to determine their transportation needs and funding preferences, assessing impact fees on new construction was the only new option favored by a majority of respondents. Two out of three residents surveyed supported the use of impact fees to fund transportation.

On the negative side, impact fees, to the extent they are passed on to buyers, raise the price of housing at a time of industry recovery. Whether that impact from price, as opposed to a population fundamental, would be the primary driver on sales is debatable. As stated earlier, impact fees are also constrained for capacity increase only.

Assessment – Impact fees, without conjunction with some other option, are an extremely modest short-term solution for unfunded future capacity expansion. They can only be used for capacity expansion, which has an estimated need of about $440M over the next 15 years. With housing recovery it is conceivable that impact fees, along with matching funds, can yield in the neighborhood of 35% of the required dollars needed for new capacity expansion during the next 15 years. A long-term solution would require a companion source of funds.

(3) An **infrastructure sales tax** is a new tax levy of up to one cent per dollar on most goods and services purchased within Brevard County. Proceeds can be used to finance, plan, and construct infrastructure. Similar to gas taxes, the infrastructure sales tax is collected from any buyer, whether residents or visitors. The average household cost for a half-cent sales tax is estimated at $67.50 annually, but is, of course, based on actual spending for taxable goods and services.

Pros vs. Cons – An infrastructure sales tax is an indirect tax option for funding transportation infrastructure. Typically most retail items purchased in Brevard County utilize road infrastructure for distribution. In essence, all buyers pay for the infrastructure that facilitates the sale of those goods and services, including tourists. A half-cent infrastructure sales tax generates significant revenue – about $17.5M for the county and almost $14M for distribution to the cities. It is the only option that provides a reasonable attempt at closing the unfunded transportation backlog. Additionally, the revenues collected will increase as the economy expands.

On the negative side, an infrastructure sales tax, while it can be placed on the ballot with a simple majority vote of the Brevard County Commission, must be approved by voters in a referendum. Consequently, it is not as politically expedient as gas taxes or impact fees. In the SCTPO survey of citizens in 2013 to determine their transportation needs and funding preferences, an infrastructure sales tax garnered favor with just under 50% of respondents. The School Board of Brevard County will have a one-half cent infrastructure sales tax referendum on the November 2014 ballot which further complicates this issue.

Assessment - The infrastructure sale tax is a long-term solution. The revenues involved, likely exceeding $300M over the next 15 years, comprise a funding source that is at least close to the order of magnitude needed to remedy the current mismatch between needs and funds. It is also long-term in that it cannot be immediately enacted by a vote of the Brevard County Commissioners. It is plausible that passage may require multiple referendum attempts. Communities that have successfully implemented a sales tax have provided voters with a well-defined list of projects to be funded.

(4) A **public services tax** is a tax levied on the purchase of alternative forms of energy/fuel including electricity, metered natural gas, liquefied petroleum gas either metered or bottled, manufactured gas either metered or bottled, and water service. The tax proceeds are considered general fund revenue for the jurisdiction but could be restricted in use for transportation projects. All of Brevard's municipalities and the surrounding counties currently collect public services taxes. It is only residents of unincorporated Brevard County that do not pay this tax. It is estimated that Brevard County would generate over $12M annually using this funding stream. The County Attorney's interpretation of the charter indicates that this revenue source would require approval by a voter referendum.

Pros vs. Cons – A public services tax is a somewhat reliable source of revenue based on the fact that most residents pay for electricity directly, or indirectly through passed costs, and thus, provides a pathway for community provision of infrastructure. It is an imperfect choice for use on transportation projects. On the positive side, a public services tax would provide two-thirds the revenue of a half-cent sales tax, and this revenue would also be flexible in its use. The revenues collected will also increase as the economy expands. In addition, county passage of a public services tax equalizes the playing field between the incorporated and unincorporated areas.

On the negative side, a public services tax, like an infrastructure sales tax, must be approved by voters in a referendum. Consequently, it is not as politically expedient as gas taxes or impact fees. The School Board of Brevard County will have a one-half cent infrastructure sales tax referendum on the November 2014 ballot which further complicates this issue.

Assessment – A public services tax offers a long-term solution for transportation funding although not as desirable as an infrastructure sales tax. Since the infrastructure sales tax provides more revenue than a public services tax, and both need to be passed by referendum, it is hard to see how this option would be preferred to the infrastructure sales tax.

Priorities

The BRAC has identified these priorities and recommends that the Board of County Commissioners take action to address them in this order:

1. *Regularly scheduled maintenance of existing infrastructure - $6.2M annually.* According to the American Association of State Highway and Transportation Officials, every $1 spent to keep a road in good condition avoids $6–14 needed later to rebuild the same road once it has deteriorated significantly. The BRAC recommends increasing funding to resurface an additional 47 miles of existing roads per year ($4.2M) and routine traffic, drainage, and sidewalk maintenance ($2M).

THE COST OF WAITING

$6.2M/year starting now	=	Good Roads $93M over 15 years
Waiting 15 years	=	Poor Roads $296M back to Good

2. *Existing backlog of roadway reconstruction and maintenance - $11.86M annually.* Currently there are 283 miles of roadways that have deteriorated beyond resurfacing that must be partially or fully reconstructed as well as a backlog of traffic, drainage, and sidewalk projects. The BRAC recommends budgeting for these projects over a period of 15 years with annual funding for roadway reconstruction ($10.06M) and additional routine maintenance ($1.8M).

MAINTENANCE/BACKLOG

FUNDING	PRODUCES	SERVES
$18.06M/annually	1110 miles of good roads	570,244 current residents

3. *Roadway capacity to accommodate growth - $29.57M annually.* Almost 100,000 new residents have moved to Brevard County since 2000 and an additional 116,000 residents are expected over the next 15 years. Transportation capacity investment has not kept pace with this growth and many roads are near or at their planned capacity. Brevard County Public Works has a capital improvement plan with a detailed list of projects for transportation infrastructure to address current population and traffic increases ($443.6M).

Recommendations

1. *Maintain current funding - $14M annually.* The current Public Works budget is derived from multiple sources including general revenue. The BRAC recommends maintaining a combination of current revenue sources to keep this level of annual funding. New sources of revenue should not be used to supplant existing funds.

2. *Levy 6 cents per gallon of additional gas tax - $7.8M annually.* The BRAC recommends that the Board of County Commissioners take action prior to July 1 to begin collecting new gas tax revenue on January 1, 2015. These funds should be fully committed to regularly scheduled maintenance of existing infrastructure which is the first priority. These funds should not be bonded.

Due to annexation and the significant number of county roads now within city limits, it is suggested that, in advance of this levy, a new interlocal agreement be negotiated committing 60% of new funding to county roads and 40% to city-maintained roads. With this formula, new projected County revenue would be $2,042,900 from the 9th cent fuel tax and $5,727,903 from the five-cent Local Option Gas Tax. The municipalities would receive an additional $3,818,652 annually. Distribution of current gas tax revenues would continue using the existing formula (47% county/53% cities).

3. *Collect impact fees to support capacity expansion - $3.4M annually.* The BRAC recommends that the County Commission allow the current moratorium on impact fees to sunset as scheduled on December 31, 2014. The annual revenue from impact fees will fluctuate proportionately to growth and their use will be limited to increasing capacity to support that growth. The County is conducting an analysis of the impact fee structure and should work closely with real estate and building professionals to set appropriate impact fees that will support capacity expansion.

4. *Support a one-half cent infrastructure sales tax referendum - $17.45M annually.* The infrastructure sales tax is the only funding mechanism that provides the revenue needed to support maintenance, reconstruction, and capacity for the County and the cities. The BRAC recommends that an infrastructure sales tax referendum be placed on the November, 2014 ballot. The sales tax would be limited to 15 years with all funding dedicated to transportation infrastructure. They also recommend the development of interlocal agreements for the County and cities, prior to the referendum, that include the following commitments:

   - Limited to 15 years
   - Revenue can only be used for transportation infrastructure (as defined by the LOGT statute)
   - Funds will be distributed based on the Department of Revenue allocation formula
   - Resurfacing and maintenance of existing infrastructure will be prioritized
   - Each jurisdiction will produce and maintain a list of project priorities
   - Each jurisdiction will be required to produce an annual accountability report
   - The additional six cents gas tax would be rescinded during the years that the infrastructure sales tax is collected
   - Bonding is discouraged (may consider limited bonding)

Figure 3 (see Page 11) provides a summary chart of revenue options and recommendations.

Figure 1

Published: 3/11/2014
Revised: 3/14/2014

Transportation Infrastructure Spending and Needs

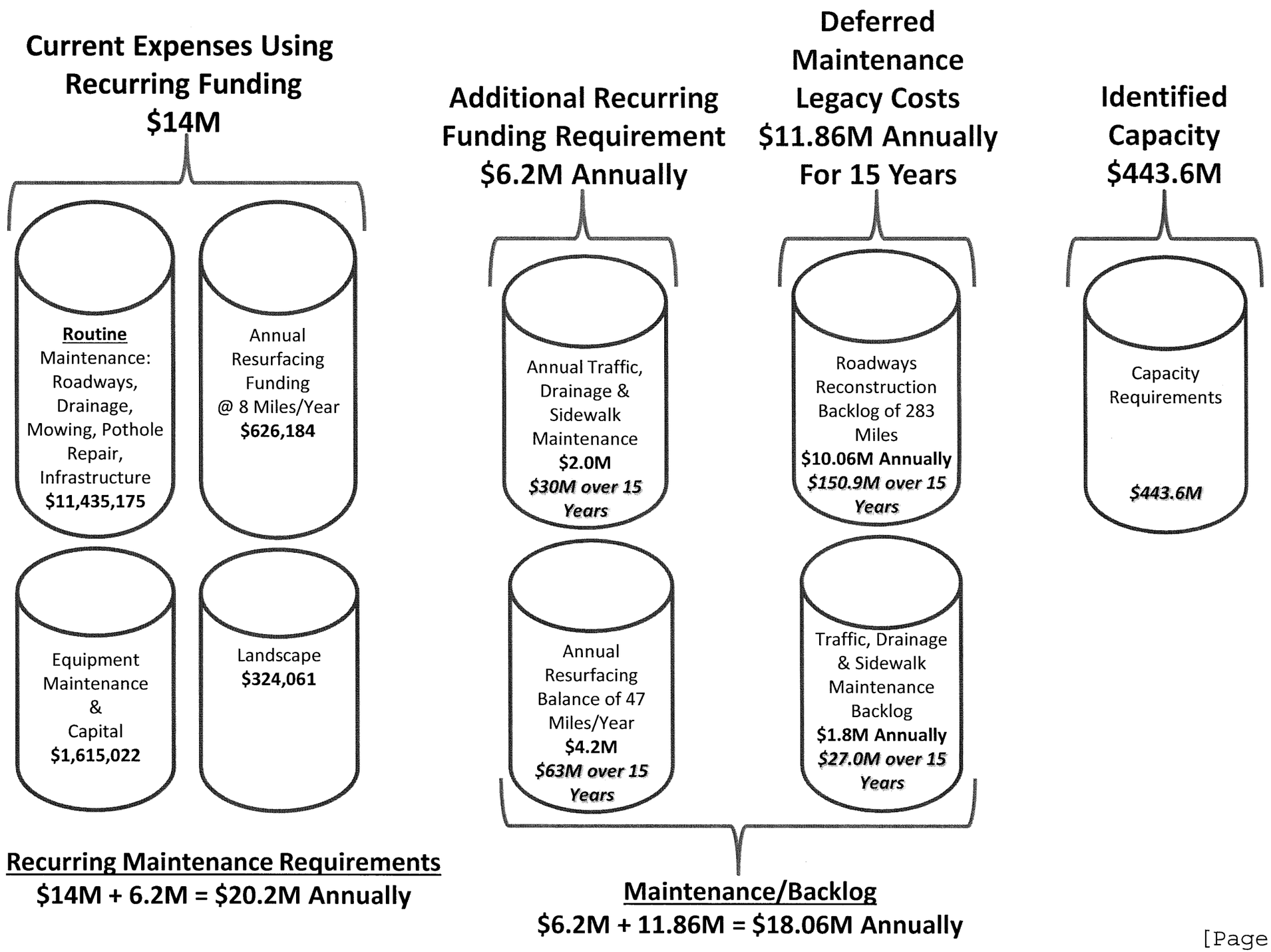

Figure 2
Brevard County Unfunded Transportation Projects

District	Project	Project Limits	Type of Project	Projected Cost
2	SR 520	Delannoy Avenue to Kiwanis Island	Mast Arm Replacement/Repair	$3,000,000
2	Imperial St Realignment		Realignment	Est Not Avail
2	Sea Ray Bridge		Bridge Replacement	$1,000,000
3	Micco Road	at Dottie Lane	Bridge Replacement-Design & Construction	$2,000,000
3	Micco Road	at Dottie Lane	Bridge Replacement - design & construction	$2,000,000
Countywide	Hurricane Stock	Unincorporated	Traffic Signals	$400,000
Countywide	Traffic - Striping Backlog	Unincorporated	Replace Striping	$4,004,863
Countywide	Traffic Signal - LED	Unincorporated	LED Bulb Installation	$72,079
Countywide	Traffic Signal - Rehab	Unincorporated	Rehabs	$3,672,114
Countywide	Traffic Signs	Unincorporated	Maintenance and Replacement	$9,368,856
Countywide	Sidewalks	All Districts	@ $30,000 per district for 10 years	$1,500,000
			Traffic, Drainage, Sidewalk Maintenance Backlog	**$27,017,912**
1	Resurfacing (General)(Unincorporated)	30 Miles of Roads*	Resurfacing and Reconstruction	$10,671,429
2	Resurfacing (General)(Unincorporated)	38 Miles of Roads*	Resurfacing and Reconstruction	$13,178,096
3	Babcock St.	Malabar to County Line	Reconstruction	$5,150,000
3	Resurfacing (General)(Unincorporated)	55 Miles of Roads*	Resurfacing and Reconstruction	$18,504,762
4	Resurfacing (General)(Unincorporated)	100 Miles of Roads*	Resurfacing and Reconstruction	$32,604,761
4	Lake Andrew Drive	Circle to Judge Fran Jamieson Way	Resurfacing	$275,000
5	Babcock Street	Fee Ave. to RR Tracks	Resurfacing/Reconstruction	$2,800,000
5	Babcock Street	Malabar Road to County Line	Resurfacing/Reconstruction	$5,150,000
5	Resurfacing (General)(Unincorporated)	60 Miles of Roads*	Resurfacing and Reconstruction	$20,071,428
5	Minton Rd.	Helen to 192	Resurfacing	$170,000
5	Minton Rd.	Eber to Helen	Resurfacing	$1,441,000
5	Malabar Rd. Ext	at C-8 Canal	Box Culvert	$155,096
5	Babcock St.	Malabar Rd to County Line	Resurfacing/Reconstruction	$3,750,000
5	Riverside Drive	S. of SR 518 to N. of US 192	Reconstruction	$1,980,590
5	Riverside Drive	S. of SR 518 to N. of US 192	Paved Shoulders and Bike Path	$1,050,000
5	Riverside Drive	S. of SR 518 to N. of US 192	Resurfacing areas not recently resurfaced	$180,000
Countywide	Resurfacing & Reconstruction	40 Miles (50% of Un-Incorporated Miles)	Resurfacing/Reconstruction	$16,871,429
Countywide	Resurfacing (General)(Incorporated)	40 Miles of Roads (50% of Total)	Resurfacing and Reconstruction	$16,871,428
			Roadway Backlog	**$150,875,019**
			Deferred Maintenance Legacy Costs	**$177,892,931**
1	Curtis Boulevard	Grissom Road to Song	4 Lane Urban-sidewalks	$10,927,246
1	Dairy Road	Carpenter Road to US 1	4 Lane Urban-sidewalks	$17,786,002
1	Fay Boulevard	Grissom to I-95	4 Lane Urban-sidewalks	$6,905,520
1	Grissom Road	Bridge to Kings Hwy.	4 Lane Urban-sidewalks	$14,060,450
1	Grissom Road	Canaveral Groves to Bridge	4 Lane Rural-sidewalks	$7,462,257
1	Grissom Road	Industry Road to Canaveral Groves	4 Lane Rural-sidewalks	$9,365,320
2	Lucas Road	N. Courtenay to N. Tropical	3 Lane Urban-sidewalks	$4,972,598
2	Players Lane	Extended Corridor	Extend Roadway with sidewalks	$1,382,535
2	S. Courtenay Parkway	Fortenberry to Cone	4 Lane Urban (1 mile)	$8,087,830
3	Babcock St.	Malabar Road to S. County Line	4 Lane Rural-sidewalks-Design/Acq/RW	$52,500,000
3	Babcock Street	Waco Intersection	Intersection Imp. Design & Construction	$1,600,000
3	Babcock Street	Wyoming/Valkaria Intersection	Intersection Imp. Design & Construction	$3,060,000
3	Babcock Street	Eldron/Grant Intersection	Intersection Imp. Design & Construction	$2,300,000
3	Eber Road	Dairy Road to Minton Road	4 Lane Urban	$7,572,691

Figure 2
Brevard County Unfunded Transportation Projects

District	Project	Project Limits	Type of Project	Projected Cost
3	Florida Avenue	Dairy Road to Minton Road	4 Lane Urban	$10,632,630
3	Hollywood Boulevard	US 192 to Palm Bay Road	4 Lane Urban-sidewalks-Design/Acq/RW	$23,000,000
3	Micco Road	Interchange to US 1	4 Lane	$55,000,000
3	Minton Rd.	US 192 to Malabar Road	6-Lane Urban	$7,430,138
3	Riverside Dr.	US 192 & SR 518	US 192 Intersection	$691,268
4	Aurora Road	Wickham Road to John Rodes Blvd.	3 Lane Urban-sidewalks	$6,313,173
4	Barnes Blvd	Murell Rd to US 1	4-Lane Urban/Sidewalks-Design-R/W & Const	Est Not Avail
4	Post Road Flyover	Extended Corridor	2 Lane Bridge over I-95	$11,107,839
4	Washingtonia	Viera to St. Johns Heritage Parkway	Roadway Extension - Design	$750,000
4	Washingtonia	Viera to St. Johns Heritage Parkway	2-Lane Urban/Sidewalks-R/W & Const.	$12,500,000
4	Wickham Road	at Forest Lake Drive	Traffic Signal - Design & Construction	$450,000
4	Wickham Road	at Forest Lake Drive	Traffic Signal - Design & Construction	$450,000
4	Wickham/Interlachen Turn Lanes Improvement	Interlachen Rd/Wickham Intersection	Intersection Improvement, design & Construction Feasibility Study	Est Not Avail
5	Aurora Road	Wickham Road to John Rodes Blvd.	3 Lane Urban-sidewalks	$6,313,173
5	Babcock St.	Malabar Road to S. County Line	4 Lane Rural-sidewalks-Design/Acq/RW	$17,500,000
5	Ellis Rd.	John Rodes to W. Melbourne	4-Lane Urban/Sidewalks - Design	$1,500,000
5	Ellis Rd.	John Rodes to W. Melbourne	4-Lane Urban/Sidewalks	$50,000,000
5	John Rodes Blvd.	US 192 to Eau Gallie	Intersections Improvement Project	$9,055,117
5	John Rodes Blvd.	US 192 to Eau Gallie	4-Lane Urban/Sidewalks - 12.5% Match Only	$5,689,650
5	Minton Rd.	US 192 to Malabar Road	6-Lane Urban	$7,430,138
5	Riverside Dr.	US 192 & SR 518	US 192 Intersection	$691,268
5	St. Johns Heritage Parkway	N. of US 192 to Ellis Rd. Ph. 2B	2 Lane Urban/Sidewalks-Redesign & Const.	$16,680,000
5	St. Johns Heritage Parkway	Palm Bay City Limits to Ellis Road	Widen to 4 Lanes	$16,000,000
5	Washingtonia	Viera to St. Johns Heritage Parkway	Roadway Extension - Design	$750,000
5	Washingtonia	Viera to St. Johns Heritage Parkway	2-Lane Urban/Sidewalks-R/W & Const.	$12,500,000
5	Wickham Rd.	Nasa Blvd. to Sarno Road	6-Lane Urban/Sidewalks - 12.5% Match Only	$4,520,544
4/5	Wickham Road	General Operational Improvements		$9,216,900
Countywide	Traffic Operations Building	Infrastructure		$4,000,000
1	405 Bike Path		Sidewalk - Design & Construction	Est Not Avail
1	Carpenter Road	Longbow Circle to SR 46	Sidewalk - Construction	$500,000
1	Grissom Road	Perimeter Rd. SR 405	Sidewalks	$658,350
1	Sisson Road	SR 405 to SR 50	Sidewalks	$800,000
1	US 1	Fairglen Bridge to S. of Broadway	Sidewalk - Construction	$370,000
1	Knox McCrae	Fox Lake Park	Sidewalk - Design & Construction	Est Not Avail
1	Sherwood & Robin Hood		Sidewalk - Design & Construction	Est Not Avail
1	Wendy Lee Drive	Sisson Road to Goldenleaf Lane	Sidewalk - Design & Construction	$80,000
2	N. Banana River Drive	at Girard Blvd.	Pedestrian Bridge	$500,000
2	Sykes Creek Parkway	Fortenberry Road to N. Banana River Dr.	Sidewalk (3 miles)	$933,211
2	Range Road	Lake Drive to SR 520	Sidewalk - Design & Construction	$359,520
3	Hollywood Boulevard	Whitman Drive to Melbourne Landings	Sidewalk - Design & Construction	$30,000
4	Wickham Road	Longleaf Elementary	Sidewalk - Design & Construction	$30,000
5	Aurora Road	8,300' of Sidewalk	Sidewalk - Construction	$1,154,700
			Capacity	**$443,570,068**
			Grand Total	**$621,462,999**

Published: 10/15/2013
Revised: 3/18/2014

Figure 3
REVENUE OPTIONS AND COMMITTEE RECOMMENDATIONS

REVENUE TYPE	WHO PAYS	STRINGS/LIMITATIONS	REVENUE DISTRIBUTION IF LEVY WAS ESTABLISHED	COMMENTS & DRAFT RECOMMENDATIONS
Brevard County 9th Cent Fuel Tax The diesel portion of this tax is mandatory, however the remainder which covers unleaded fuel is an optional levy which Brevard County does not have in place at this time.	All individuals who buy fuels in Brevard County pay this tax. 15% to 25% are considered tourists/non-residents.	Any legitimate County transportation purpose	County - 100% $2,042,900 Cities - 0% $0	4 out of 5 Commissioners Supermajority required to approve Draft Recommendation: Enact with the following stipulations; funding is restricted to transportation maintenance only, and there will be no reduction in the current maintenance funding. If the Infrastructure Sales Tax is passed this revenue stream will be rescinded. No bonding.
Local Option Gas Tax 1-5 Cent (LOGT) County governments are authorized to levy up to 11 cents of local option fuel taxes between the 1-6 Cent Local Option Gas Tax and the additional 1-5 Cent Local Option Gas Tax. The funds are used for transportation expenditures.	All individuals who buy fuels in Brevard County pay this tax. 15% to 25% are considered tourists/non-residents.	Limitations: 1. Public transportation operations & Maint 2. Right-of-Way maintenance/ equipment, structure, storage for equipment 3. Right of way drainage 4. Street light installation, operation, maintenance, and repair 5. Traffic signs, Traffic Eng, signalization, pavement markings 6. Bridge maintenance and operation 7. Debt service and current expenditures for transportation capital projects (construction, reconstruction, sidewalks)	County - 60% $5,727,903 Cities - 40% $3,818,602	4 out of 5 Commissioners Supermajority required for approval. Distribution to county and cities requires an interlocal agreement with the county and enough of the cities to represent 50% of the municipalities total population. Draft Recommendation: Enact with the following stipulations; funding is restricted to transportation maintenance only, no reduction in the current maintenance funding. If the Infrastructure Sales Tax is passed this revenue stream will be rescinded. No bonding.
Transportation Impact Fees 2.6 Million from Impact Fees that were suspended in 2009. All previous fees collected have been allocated to transportation projects. For planning purposes we have shown $0 in the "FY2014 budgeted"	Developers pay this fee	In 2009, all residential, commercial and industrial land uses are exempt from $2.6 Million Transportation impact fees, all other impact fees still apply.	County $3,400,000 Cities $2,700,000	Simple majority- 3 out of 5 County Commissioners required for approval Draft Recommendation: Allow moratorium to sunset as currently scheduled on 12/31/2014.
Infrastructure Sales Tax **@ 0.5 percent**	Purchasers of most goods/services within Brevard County will pay this tax	Proceeds must be expended to finance, plan, and construct infrastructure; to acquire land for public recreation, conservation, or protection of natural resources.	County - 56.03% $17,458,977 Cities - 43.97% $13,703,035	Simple majority- 3 out of 5 County Commissioners required for placement on a referendum ballot Distribution to county and cities requires an interlocal agreement with the county and enough of the cities to represent 50% of the municipalities total population. Draft Recommendation: Enact with the following stipulations; funding is restricted to transportation infrastructure only, and there will be no reduction in the current maintenance funding. If passed then the other gas taxes options identified here are rescinded. Bonding discouraged. Requires an interlocal agreement with the cities as to the distribution, restricted use for transportation, required annual reporting and accountability. This tax expires after 15 years.
Public Services Tax	Purchasers of these goods/services within Brevard County will pay this tax	The tax proceeds are considered General Fund revenue for the municipality or Charter County.	$12,000,000 - $14,000,000	Statutorily requires a simple majority - 3 out of 5 County Commissioner required for approval; however per County Charter, it requires a referendum. Draft Recommendation: Forgo this option - not adequate to solve major challenges

Note: These options are contingent on maintaining the current $14M Road & Bridge Operating Budget with it's General Fund transfer and MSTU rates.
The revenue amounts are based on the 2012 Local Government Financial Information Handbook.

Blue Ribbon Committee Recommended Funding Sources Estimates

	Current Gas Tax		Additional Gas Tax*		Infrastructure Sales Tax**
Brevard County	47.1400427	$ 9,053,984	59.002	$ 4,602,156	$ 15,791,914
Cape Canaveral	1.4998597	$ 288,072	1.169890566	$ 91,251	$ 502,453
Cocoa	2.0149618	$ 387,005	1.706326404	$ 133,093	$ 675,012
Cocoa Beach	2.0731821	$ 398,187	1.617082038	$ 126,132	$ 694,516
Grant-Valkaria	0.4286536	$ 82,330	0.419223221	$ 32,699	$ 143,599
Indialantic	0.4797489	$ 92,143	0.374204142	$ 29,188	$ 160,716
Indian Habour Beach	1.6590344	$ 318,644	1.294046832	$ 100,936	$ 555,777
Malabar	0.4712051	$ 90,502	0.367539978	$ 28,668	$ 157,854
Melbourne	13.0714208	$ 2,510,571	10.19570822	$ 795,265	$ 4,378,926
Melbourne Beach	0.3834592	$ 73,649	0.299098176	$ 23,330	$ 128,459
Melbourne Village	0.0811224	$ 15,581	0.063275472	$ 4,935	$ 27,176
Palm Bay	17.2559104	$ 3,314,268	13.45961011	$ 1,049,850	$ 5,780,730
Palm Shores	0.0965334	$ 18,541	0.075296052	$ 5,873	$ 32,339
Rockledge	3.7309693	$ 716,591	2.910156054	$ 226,992	$ 1,249,875
Satellite Beach	2.170434	$ 416,866	1.69293852	$ 132,049	$ 727,095
Titusville	4.8444658	$ 930,456	3.778683324	$ 294,737	$ 1,622,896
West Melbourne	2.5989964	$ 499,178	2.027217192	$ 158,123	$ 870,664
	100	$ 19,206,568	$ 100	$ 7,800,000	33,500,000

*THIS IS AN ESTIMATE ONLY. The Additional Gas Tax is recommended by the Blue Ribbon Committee to have a different distribution, with the County receiving 60% of the tax revenue since there are many County roads within cities. Satellite Beach does not have any County roads, so we would recommend to maintain the same the pecentage as the Current Gas Tax.
**THIS IS AN ESTIMATE ONLY. This is based on the current gas tax distribution.

August 10, 2015

The City of Palm Bay Florida
Down to Earth

Councilmember Dominick Montanaro
City of Satellite Beach
565 Cassia Blvd
Satellite Beach, FL 32937

Ref: Resolution Request

Dear Councilmember Dominick Montanaro:

I am writing to ask you to please consider passing a Resolution of the City of Satellite Beach, similar to the one attached hereto. I am not asking you to endorse or oppose a half-cent infrastructure surtax, only to afford the citizens of Brevard County the opportunity to exercise self-government on this important issue. Analogously, you have probably signed a candidate petition, not because you necessarily supported or opposed said candidate, but simply to allow the candidate's name to appear on the ballot for constituents to consider.

Thank you for your time in reading this correspondence and please feel free to contact me with questions or concerns.

Respectfully submitted,

Très

Très Holton
City Councilmember, Seat 4
www.palmbayseat4.com

Attachment: Resolution 2015-32

RESOLUTION NO. 2015-32

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, ENCOURAGING THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS TO PLACE A HALF-CENT INFRASTRUCTURE SALES TAX REFERENDUM ON THE NOVEMBER 8, 2016, GENERAL ELECTION BALLOT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, infrastructure (roads) is a core function of local government, and

WHEREAS, both the City of Palm Bay and Brevard County Board of County Commissioners have commissioned ad hoc committees relating to unfunded transportation infrastructure needs, and

WHEREAS, the ten (10) member Road Maintenance Ad Hoc Working Group was established by the Palm Bay City Council on February 20, 2014, and provided its finding with a Joint Meeting with the City Council on May 29, 2014, and

WHEREAS, the nineteen (19) member Blue Ribbon Advisory Board for Transportation Infrastructure [hereafter "BRAC"] was established by the Brevard County Board of County Commissioners on April 2, 2013, and provided its findings and recommendations on March 18, 2014, and

WHEREAS, the City of Palm Bay has 851 miles of roadways, of which 167 miles are failing and 357 miles have completely failed, and

WHEREAS, Brevard County, notwithstanding municipal/state/federal, has 1,110 miles of roadways, of which 283 miles have completely failed, and

WHEREAS, the City of Palm Bay's unfunded transportation needs estimated cost exceed $160 million, with annual maintenance cost exceeding $7 million thereafter, and

WHEREAS, the estimated revenue to the City of Palm Bay via a half-cent Local Government Infrastructure Sales Tax, as provided for by Section 212.055(2), Florida Statutes, would contribute towards local roads within the municipal boundaries an estimated $4.2 million annually or $62.1 million over fifteen (15) years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this resolution.

SECTION 2. The City Council of the City of Palm Bay encourages the Brevard County Board of County Commissioners to allow the constituents of Brevard County, FL to exercise self-government via placement of a referendum on the General Election, November 8, 2016, to approve or deny a half-cent Local Government Infrastructure Sales Tax.

SECTION 3. A copy of this resolution shall be provided to the Brevard County Board of County Commissioners and the municipalities within Brevard County, Florida.

SECTION 4. This resolution shall take effect immediately upon the enactment date.

This resolution was duly enacted at Meeting No. 2015-19, of the City Council of the City of Palm Bay, Brevard County, Florida, held on August 6, 2015.

ATTEST:

Terese M. Jones, CITY CLERK

William Capote, MAYOR

CITY COUNCIL AGENDA ITEM #13

DISCUSS/TAKE ACTION ON AGREEMENT BETWEEN THE CITY OF SATELLITE BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM FOR DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES FOR FY 15/16 [CINNAMON PARK]

To: City Manager Courtney Barker

From: Recreation Director Kerry Stoms

Meeting Date: 10/7/2015

Department: Recreation

Recommended Action: Approve Agreement between City of Satellite Beach and Florida Department of Environmental Protection for improvements to Cinnamon Park Playground (FRDAP Grant).

Summary: The City was awarded a Florida Recreation Development Assistance Program Grant from the Florida Department of Environmental Protection in the amount of $41,500 to fund improvements to the Cinnamon Park playground area. The Agreement requires review and approval by the City in order to commence the improvement project.

Budget Impacts: No expense impact to the City. However, this playground replacement was included in the City's CIP project and has now been funded by a grant.

Attachments: DEP Agreement No. A6032

DEP AGREEMENT NO. A6032

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
AGREEMENT FOR FISCAL YEAR 2015-2016
DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the **CITY OF SATELLITE BEACH**, whose address is **1089 S. Patrick Drive, Satellite Beach, Florida 32937-3465** (hereinafter referred to as "Grantee"), a local government, in furtherance of an approved public outdoor recreation project known as **Cinnamon Park**, Project Number **A16032**. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party". For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

In consideration of the mutual covenants contained herein and pursuant to Florida Statute, section 375.075, OUTDOOR RECREATION; FINANCIAL ASSISTANCE TO LOCAL GOVERNMENTS, and Florida Administrative Code, chapter 62D-5, the parties hereto agree as follows:

1. **TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, more fully described in "**Attachment A, Grant Work Plan**", including all attachments and exhibits named herein, which are attached hereto and incorporated by reference.

Administrative Forms and Reimbursement Forms referenced in this Agreement may be found at www.dep.state.fl.us/parks/oirs/ or by contacting the Department's Grant Manager.

Prior to commencement of project, the Grantee shall submit to Department for approval all documentation and completion of responsibilities listed on **"Attachment B, Commencement Documentation Checklist"** attached hereto and incorporated by reference. Upon satisfactory approval by the Department, the Department will issue written notice to Grantee to commence the project. Unless and until the Department issues written notice of approval authorizing Grantee to commence the project, Grantee shall not incur nor charge, and the Department shall not be obligated to pay or reimburse Grantee for fees, cost, or general expenses of any kind, which incurred during the commencement approval period.

Land owned by the Grantee, which is developed or acquired with grant funds shall be dedicated in perpetuity as an outdoor recreation site by the Grantee for the use and benefit of the public as stated in Florida Administrative Code, section 62D-5.059(1). Land under control other than by ownership of the Grantee, such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the public for a minimum period of twenty-five (25) years from the completion date set forth in the project completion certificate. The project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. This Agreement is not transferable.

2. **PERIOD OF AGREEMENT:**

This Agreement shall become effective upon execution by both parties and the Grantee shall complete development of the project site by **April 30, 2018** and shall remain in effect until, inclusive.

3. **FUNDING/CONSIDERATION/INVOICING:**

The Grantee shall be eligible for authorized reimbursement, in whole or in part, for cost pursuant to FRDAP guidelines regarding approved pre-agreement costs, through the expiration date of this Agreement, provided that the cost(s) meet all requirements and financial reporting of the FRDAP program and, rules and regulations applicable to expenditures of State funds, hereby adopted and incorporated by reference.

A. As consideration for satisfactory performance rendered by the Grantee under FRDAP guidelines and the terms of this Agreement, the Department shall pay the Grantee on a reimbursement basis up to a maximum of **$41,500.00**. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. It is further understood that grant funds may be revised by the Department due to the availability of program funds. Grant awards are contingent upon appropriation by the Legislature. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single deliverable that are less than 10% of the total approved deliverable budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved deliverable budget amount, or changes that transfer funds from one deliverable to another deliverable, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.

C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment C, "Payment Request Summary Form"**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and/or pursuant to the FRDAP guidelines.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment D, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:

i. Salaries/Wages – List personnel involved, salary rates and hours spent on the project in accordance with **Attachment A, Grant Work Plan**. The Grantee shall not be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee's employees.

ii. Overhead/Indirect/General and Administrative Costs – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

a. Fringe Benefits – Shall be calculated at the rate up to **40%** of direct salaries. Actual costs not to exceed the budget amount identified in **Attachment A**. Shall not be reimbursed under this Agreement.

b. Indirect Cost – Shall be calculated at the rate of **15%** of direct cost. Shall not be reimbursed under this Agreement.

iii. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed-price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.

b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified herein. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

iv. Rental/Lease of Equipment – Include copies of invoices or receipts to document charges.

E. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

F. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The

Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

G. If the total cost of the project exceeds the grant amount, and/or the required match, as applicable, the Grantee must pay the excess cost.

4. ANNUAL APPROPRIATION:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. REPORTS:

A. The Grantee shall utilize **Attachment E, "Project Status Report"**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. The Project Status Reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the reporting period. It is hereby understood and agreed by the parties that the term "reporting period" shall reflect the reporting period ending May 5, September 5 and January 5. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

6. RETAINAGE:

The Department shall retain ten percent of the grant until the Grantee completes the project and the Department approves the completion documentation, pursuant to FRDAP requirements and additionally set forth in paragraphs 62D-5.058(6)(g) and (7)(d), Florida Administrative Code.

7. INDEMNIFICATION:

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. DEFAULT/TERMINATION/FORCE MAJEURE:

A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.

D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. **REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

A. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee

shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

B. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

A. In addition to the requirements contained herein, the Grantee shall comply with the applicable provisions contained in **Attachment F, "Special Audit Requirements"**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment F** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment F**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment F, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to paragraph 3D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed

subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. SIGNAGE:

Grantee must erect a permanent information sign on the project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which will be durable for a minimum of twenty-five (25) years after the project is complete. The sign must be installed on the project site and approved by the Department before the final project reimbursement request is processed.

15. LOBBYING PROHIBITION:

In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

16. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal and state laws, and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal and state laws, and local health and safety rules and regulations. The Grantee further agrees to include this provision in all

subcontracts issued as a result of this Agreement.

17. **NOTICE:**
All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

18. **CONTACTS:**

Any and all notices required by this Agreement shall be delivered to the parties at the following addresses:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is:

Tamika Bass	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399	
Telephone No.:	850/245-2501
Fax No.:	N/A
E-mail Address:	tamika.bass@dep.state.fl.us

The Grantee's Grant Manager for this Agreement is:

Mr. Kerry Stoms	
Recreation Director	
City of Satellite Beach	
1089 S. Patrick Drive	
Satellite Beach, Florida 32937-3465	
Telephone No.:	321-773-6458
Fax No.:	321-777-5207
E-mail Address:	kstoms@satellitebeach.org

19. **INSURANCE:**
To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be $200,000 each individual's claim and $300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by the Grantee. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.

B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by the Grantee. The minimum limits of liability shall be as follows:

$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

$300,000 Hired and Non-owned Automobile Liability Coverage

C. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than $300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan.** Questions concerning required coverage should be directed to the U.S. Department of Labor (http://www.dol.gov/owcp/dlhwc/lscontac.htm) or to the parties' insurance carriers.

D. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar day's written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator.

The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

20. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

21. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. EQUIPMENT:

Reimbursement for equipment purchases is not authorized under the terms and conditions of this Agreement.

23. CHANGE ORDERS:

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved deliverable budget. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Agreement amount, expiration date of the Agreement, or deliverable costs that are equal to or greater than 10% of the total approved deliverable budget, shall require formal Amendment to this Agreement.

24. QUALITY ASSURANCE:

FRDAP funds will not be used for environmentally-related measurements or data generation on land under control of Grantee, which is being developed pursuant to this Agreement. The Grantee and subcontractors are exclusively responsible for quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives. All sampling and analyses performed under the direction of Grantee or subcontractor must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.).

Grantee and subcontractors are solely responsible for the quality assurance practices, compliance, reporting, negligence or wrongful acts of its employees and agents regarding the environmentally-related measurements, sampling, analyses and/or data generation on land developed pursuant to this Agreement. NOTE: "Sample" refers to samples that have been either collected or analyzed on land developed pursuant to this Agreement.

25. DISCRIMINATION:

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

26. LAND ACQUISITION: {The following provisions shall be included in all Agreements for Development when Grantee has an interest and/or right to real property where development will occur using FRDAP grant funds.}

Grantee has acquired an interest and/or right to real property, described in **Attachment A**. Such interest and/or right is subject to use in perpetuity for the purposes described in this Agreement. The following language shall be included in a Lease and/or other legal instrument regarding the Grantee's interest and/or right to real property. Any applicable recording fees are the sole responsibility of the Grantee:

> "Grantee hereby agrees that the use of the property described herein (the "Property") shall be subject to the terms and conditions contained in a certain Grant Award Agreement (DEP Agreement No. **A6032**), which is attached hereto as Exhibit ___ and by reference made a part hereof (hereinafter referred to as the "Restrictive Covenants"). These Restrictive Covenants shall run with the interests and/or rights to the Property in perpetuity and be binding upon Grantee and all successive owners

(and all parties claiming by, through and under the owners) of the Property. The Florida Department of Environmental Protection ("DEP") shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of _____County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent Lease or other written legal instrument by which Grantee transfers or conveys interest and/or rights or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants. Grantee further agrees to give written notice to DEP of a change or transfer of any interest in the Property at least 20 calendar days prior to the date of such change or transfer."

"Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. **A6032**, the total funding amount paid by the State of Florida, and the Department's Grant Manager's name."

If for any reason the above language is not incorporated into the Lease or legal instrument by which the Grantee obtained an interest and/or rights to the Property, the Grantee shall execute a separate Declaration of Restrictive Covenant (using a template obtained from the Department of Environmental Protection) that shall run with the interest and/or rights to the Property. Requests for the Declaration of Restrictive Covenant template shall be directed to the DEP Office of General Counsel, Institutional Control Attorney, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Prior to recording, such Declaration of Restrictive Covenant shall be reviewed, approved, and counter-signed by the Department. Any applicable recording fees are the sole responsibility of the Grantee.

27. PHYSICAL ACCESS AND INSPECTION:

Department has the right to inspect the project and any and all records related thereto at any reasonable time. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

28. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall

create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF SATELLITE BEACH

By:_____
Title: *

Date:_____

_____
Grantee Attorney

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____
Secretary or designee

Date:_____

_____
Tamika Bass, DEP Grant Manager

Approved as to form and legality:

_____
DEP Attorney

FEID No.: **59-0949593**

* Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (2 Pages)
Attachment	B	Commencement Documentation Checklist (2 Pages)
Attachment	C	Payment Request Summary Form (2 Pages)
Attachment	D	Contract Payment Requirements (1 Page)
Attachment	E	Project Status Report (2 Pages)
Attachment	F	Special Audit Requirements (5 Pages)

-

CITY COUNCIL AGENDA ITEM #14

DISCUSS/TAKE ACTION ON A REQUEST FOR PROPOSAL FOR BANKING SERVICES

To: City Manager Courtney Barker

From: Assistant City Manager Andy Stewart

Meeting Date: 10/7/2015

Department: Support Services

Recommended Action: Approve Request for Proposal for Banking Services.

Summary: The City of Satellite Beach for many years has utilized Bank of America to provide banking services to the City. In March 2015, the City received a notice from the Bank of America that prices on one or more services would increase on April 2015.

In an effort to ensure the City is receiving the best services at the best possible price available, City staff is recommending issuing a Request for Proposal for Banking Services. Bank of America would also be notified of the Request for Proposal and encouraged to respond.

Budget Impacts: No budget impacts

Attachments: Banking Services Request for Proposal

CITY OF SATELLITE BEACH

FLORIDA

REQUEST FOR PROPOSAL (RFP)

SOLICITATION TITLE: **BANKING SERVICES FOR THE CITY OF SATELLITE BEACH**

Solicitation Number:	**RFP 15/16-01**	Contact:	Andy Stewart
Response Due Date:	October 22, 2015	Pre-proposal Meeting:	None
Due Time:	2:00 P.M.	Issue Date:	September 8, 2015

Purpose / Description

REQUEST FOR PROPOSALS
No. 15/16-01
City of Satellite Beach, Florida

The City of Satellite Beach is soliciting proposals from qualified financial institutions to provide a full range of banking services. The initial award will cover a three-year period.

Sealed proposals can be delivered to the Support Services Department office located at 565 Cassia Blvd., Satellite Beach, FL 32937 no later than October 22, 2015 at 2:00 P.M. EST.

Solicitation Distribution

The City of Satellite Beach website is the official location used by the City for posting of solicitation documents, addendums, questions/answers and other related material. Vendors obtaining documents from other sources are reminded those sources are not authorized distribution points and may not have the most current information. The City will not be held liable or be bound by solicitation information obtained from other sources.

The official City website is http://www.satellitebeachfl.org/Pages/BidsandProposals.aspx

Please contact Andy Stewart, Assistant City Manager at 321-773-4407 Ext. 225 or via email astewart@satellitebeach.org for further clarification or questions regarding the RFP.

SECTION 1 – BACKGROUND

A. City Background Information

The City is a Florida municipality governed by an elected five-member City Council. The City provides a traditional mix of governmental services, including police and fire protection, the construction and maintenance of streets and infrastructure, stormwater, recreational activities, cultural events, planning, zoning, and administrative services. In addition, the City has a Community Redevelopment Agency (CRA), which is located within the municipal boundaries along S.R. A1A. The City of Satellite Beach serves a population of approximately 10,322 residents. The City pays for most projects on a pay as you go basis. The City has issued debt in recent years for various large capital projects and purchases.

B. Financial Statements and Budgets

Information regarding the City's financials is available through the following resource:

a. City of Satellite Beach Audits and Budgets are available on the City's web-site at www.satellitebeachfl.org/Pages/Finance.aspx.

SECTION 2 – SCOPE OF SERVICES

The financial institution shall provide comprehensive banking services to the City. The services provided shall be provided at minimal include the following:

(Note: No warranty or guarantee is given, either expresses or implied, as to the types and quantities of services or accounts that the City may actually require. The quantities and amounts stated in this request are based upon historical data and are provided for size and cost comparisons only.)

Account Structure:

1. General Operating Account: The City desires to maximize cash availability and investment earnings on deposits. The account structure will consist of, at a minimum, an operating account. The City's fiscal year is October 1 through September 30.

   The operating account is an interest bearing account and proposer must provide the City with the interest rate and how the rate is to be determined. (See general information attachment for current bank account details).

2. Other Accounts: Other smaller accounts may be necessary and should be interest bearing.

Account Requirements:

1. Availability of Funds: The proposer must provide its availability schedule deposited items which should also identify the latest time of the day for the deposits to incur the least number of days for clearing each item listed:

   a. Cash
   b. Checks drawn on local banks
   c. Checks drawn on out-of-state banks
   d. Checks issues by State and County agencies

The selected financial institution must be able to transfer funds from one account to another within the bank up until 4:00 P.M. on the day the instructions are given, unless a different date is indicated. Instructions may be given in writing or through computerized transmissions.

2. Web-based Internet Access: Than bank must have an established web-based internet site to allow authorized City personnel access to all City accounts. The proposer should include a list of services and advantages offered regarding internet banking.

3. Wire Transfers: The selected financial institution must be able to provide same day wire services for outgoing transfers from City accounts and accept incoming transfers into the City accounts for immediate credit.

4. Banking Supplies: The financial institution shall propose its per unit charges to provide money wrappers, money bags, lockable zipper bags, deposit slips, endorsement stamps and all other banking supplies it may furnish to the City. The City reserves the right to purchase these supplies from another vendor.

5. Overdrafts: It is not the intent of the City to overdraw on any account. In the unlikely event of an overdraft, all checks presented for payment shall be reviewed immediately for payment and the City contacted. The proposer shall indicate any charge for an overdraft in the proposal.

6. Returned Item Processing: All checks deposited by the City that cannot be cleared are to be returned to the City. The proposer shall indicate the per item charge for such returned items.

7. Advices and Notices: Advices and/or notices for all other debit/credit activity including overnight deposits shall be sent to the City as the activity occurs: they will not be held or mailed with the month end band statement (s).

8. Bank Statements: For statement purposes, the cutoff date for all City accounts shall be the last day of each calendar month. Electronic statements and account access must be available in real-time online and printed statements mailed to the City no later than five (5) banking days after the cutoff date. Statements shall contain readable images of paid checks sorted in check number order, a list of paid check in check order number, a list of all other credits in date order, a list of all deposits and other debits in date order, and a daily balance summary. An example of the printed bank statement and the online user screens must be included in the response.

9. Stop Payments: Stop payment orders shall be issued to the selected financial institution by the City by telephone and confirmed to the institution via e-mail. Upon receipt of the stop payment order by telephone, the financial institution shall immediately examine their records and inform the City if the check has been paid. If the check has not been paid, the institution shall immediately execute the stop payment order.

10. Electronic Transfer of Funds: The selected financial institution must be able to facilitate the electronic transfer of funds, specifically the acceptance of funds from, and payment of funds to, the State of Florida and other governmental and private entities, along with electronic notification to the City of such transfers. The proposer must provide the fee schedule for such transactions.

    Further, the selected financial institution must provide for the direct deposit of City employees' for pay/other benefits to their financial institution. Detail about this service should be provided

11. Line of Credit: The proposer must state its capabilities of providing an unsecured line of credit to the City, and upon what terms and/or conditions credit would be granted.

12. Credit Card/Purchasing Card Services: The proposer shall state its capabilities to provide credit cards issued to the City for use in commodity and service purchasing and terms and fees applicable.

13. City Employee Services: The selected financial institution shall provide a check cashing services to City employees with ID.

14. Other Services: The proposer must state its capabilities to provide safe deposit box services; on-line banking services, including, but not limited to, account inquiry, advance notice of clearing checks, check reconciliation, and transfer of funds electronically; and sweep investment maintenance services. The proposer shall furnish the City with the monthly or itemized fees for the above services.

15. Credit/Debit Card Capabilities: The selected financial institution will allow deposits with an attached tape of individual checks rather than itemizing each check on the deposit slip.

16. Designated Contact Personnel: The selected financial institution shall designate an account executive who shall serve as the overall representative to the City for all banking services.

17. Public Depository: The proposer shall provide the City with evidence that it is a qualified public depository as designated by Chapter 280 of the Florida Statues. Additionally, the proposer shall provide evidence that it can provide sufficient security for any amounts that may be deposited by the City as may be required by Chapter 280 of the Florida Statues or any other applicable Florida law.

18. FDIC: The proposer shall certify that it has not been place on the FDIC's Failed Bank List and that it has not been designated as, or is being investigated for, being a "troubled bank" by the FDIC.

19. Fraud Control: The proposer must identify services and products available to protect the City against fraud.

SECTION 3 – Payment for Services

A. The proposer's compensation, basis for compensation and method of compensation for services performed must be clearly stated in the proposal.

SECTION 4 – Selection Criteria

A. Proposals shall be reviewed and evaluated by the Selection Committee comprised of the Assistant City Manager, Comptroller, and City Clerk. The following criteria will be considered to evaluate proposals received, however, the Selection Committee may consider any other criteria it deems relevant with respect to the award of the banking service contract. The Selection Committee reserves the right to inspect facilities of proposer as part of the evaluation process.

1. The proposer's ability to provide the type and quality of services identified in this RFP.
2. Any services available from the proposer which exceed proposal requirement.
3. Cost of services.
4. Investment earnings rate.
5. Clarity, simplicity and understandability of the bank statements.
6. Transaction closing time.
7. The best availability schedule for deposited time
8. Physical convenience of the financial institutions full service office.
9. Best overall advantage to the City based on the services to be provided.

SECTION 5 – INSTRUCTIONS REGARDING PROPOSAL

A. All responses to this RFP must be received no later than 2:00 p.m., October 22, 2015 at City Hall, 565 Cassia Blvd, Satellite Beach, FL 32937. Submit (1) signed original and three (3) copies of your proposal in one sealed package/envelope, clearly marked RFP #15/16-01 - Banking Services, Attn: Andy Stewart.

Proposals must include, and bin in a format as follows:

1. TITLE PAGE, indicating "RFP #15/16-01 - Banking Services" and showing the date submitted, the name and address of the financial institution responding, and the name, address and telephone number for the financial institution contact person.

2. SIGNED LETTER OF TRANSMITTAL, including express agreement to meet the performance specifications of this Request for Proposal and a positive commitment to provide required service as listed.

3. DOCUMENTATION addressing each of the points in the Request for Proposals, including the BANK SERVICE CHARGES SCHEDULE attached.

Note: The City of Satellite Beach, FL reserves the right to accept or reject any/all proposals

CITY COUNCIL AGENDA ITEM #15

APPOINTMENT TO BOARDS

To: City Manager Courtney Barker

From: City Clerk Leonor Olexa

Meeting Date: 10/7/2015

Department: City Clerk's Office

Recommended Action: Council to consider Board reappointments.

Summary: Below is a list of Board appointments, reappointments, and vacancies:

Board Reappointments:
- Bill Mayer – Beautification Board – Primary Member (11/01/18)
- Carol Late – Library Board – Primary Member (08/01/18)

Current Board Vacancies:
- **Beautification Board**: one (1) primary member and two (2) alternate member positions
- **Board of Adjustment:** one (1) alternate member position
- **Planning and Zoning Advisory Board**: one (1) alternate member position
- **Recreation Board**: two (2) primary and one (1) alternate member positions
- **Samsons Island Working Board**: two (2) alternate member positions

Budget Impacts: N/A

Attachments: Attendance logs for the following Boards:
- Beautification Board
- Library Board

Beautification Board

Last Name	First Name	09/19/14	10/03/14	10/24/14	11/14/14	12/05/14	01/02/15	02/06/15	03/06/15	04/03/15	05/01/15	06/05/15	07/04/15	08/07/15	09/05/15	10/03/15
Kraemer	Judie	X	X	X	X	X	X	X	X	X	X	X		X	X	X
Mayer	Bill	X	X	X	X	X	X	X	X	X	X	X		X	X	X
Nau	Kathy	A	X	X	X	A	A	X	X	A	A	A		X	X	A
LeRoux	Kay	X	X	X	X	X	X	X	X	X	X	X		X	X	X
Woodman	Nancy	X	X	X	X	X	X	X	X	X	X	X		X	A	X
Attendance =		4	5	5	5	4	4	5	5	4	4	4	0	5	4	4
# Members =		5	5	5	5	5	5	5	5	5	5	5	0	5	5	5

Gray - Cancelled

Shaded Pattern = Not serving (if applicable)
X = Present
A = Absent
*** = No quorum**

Library Board

Last Name	First Name	09/09/14	11/18/14	01/13/15	03/10/15	05/12/15	07/14/15	09/08/15
Ascher	Hope	X	X	X		X		X
Guinn	Dorothy	X	X	X		X		X
Late	Carol	A	X	X		A		X
Reynolds-Mixon	Sharon	X	X	A		X		A
Spletter	Brenda	X	A	X		X		X
Stasko	Barbara	X	A	X		X		A
Watson	Lucia	X	X	X		X		X
Patton (Alt)	Pat	X	X	A		X		A
Robitschek (Alt)	Carol	X	X	X		X		X
Attendance =		8	7	7	0	8	0	6
# Members =		9	9	9	0	9	0	9

Gray = Cancelled

Shaded Pattern = Not serving (if applicable)
X = Present
A = Absent
*** = No quorum**

#16
10-7-15

AGENDA

CITY COUNCIL
PROPOSED REGULAR MEETING

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

OCTOBER 21, 2015
7:00 P.M.

1. CALL TO ORDER BY MAYOR CATINO
2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE LED BY VICE-MAYOR MONTANARO
3. PRESENTATION ON PROCLAMATION FOR OCTOBER AS DYSAUTONOMIA AWARENESS MONTH
4. CITIZEN COMMENTS
5. CITY COUNCIL COMMENTS
6. CITY MANAGER REPORT
7. DISCUSS/TAKE ACTION ON FRATERNAL ORDER OF POLICE CONTRACT
8. DISCUSS/TAKE ACTION ON RESULTS OF A REQUEST FOR QUALIFICATIONS FOR MANAGEMENT AND OPERATION OF THE CITY SKATE PARK [RFQ NO. 14/15-12]
9. DISCUSS/TAKE ACTION ON SOLE SOURCE BID (CLAY COUNTY) FOR INSTALLATION OF SOCCER FIELD LIGHTING
10. DISCUSS/TAKE ACTION ON SOLE SOURCE BID (T.I.P.S.) FOR SPORTS AND RECREATION PARK PLAYGROUND EQUIPMENT
11. DISCUSS/TAKE ACTION ON MEMBERSHIP WITH COCOA BEACH CHAMBER OF COMMERCE
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.

September '15

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

City of Satellite Beach

October 2015

November '15

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

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

October '15

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

City of Satellite Beach

November 2015

December '15

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

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