

CITY OF SATELLITE BEACH

CITY COUNCIL
NOVEMBER 2, 2016

EXECUTIVE SESSION
5:00 P.M.

WORKSHOP
6:30 P.M.

REGULAR MEETING
7:00 P.M.



CITY OF SATELLITE BEACH, FLORIDA

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



INCORPORATED 1957

AGENDA

CITY COUNCIL

SPECIAL MEETING - EXECUTIVE SESSION

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

NOVEMBER 2, 2016
5:00 P.M.

- 1. CALL TO ORDER BY MAYOR CATINO**
- 2. ATTORNEY-CLIENT SESSION TO DISCUSS THE GOERSCH LITIGATION**

PLEASE NOTE: THE SPECIAL COUNCIL MEETING WILL TEMPORARILY RECESS SHORTLY AFTER THE COMMENCEMENT OF THE SPECIAL MEETING, AND AN EXECUTIVE SESSION WILL COMMENCE IN ACCORDANCE WITH SECTION 286.011(8), FLORIDA STATUTES.

THE FOLLOWING PERSONS WILL ATTEND THE ATTORNEY-CLIENT SESSION: MAYOR FRANK CATINO, VICE-MAYOR MARK BRIMER, COUNCILWOMAN LORRAINE GOTT, COUNCILMAN STEVE OSMER, CITY MANAGER COURTNEY BARKER, AND CITY ATTORNEY'S JAMES BEADLE AND CLIFF SHEPARD.

THE ESTIMATED LENGTH OF THE MEETING IS ONE HOUR. AT THE CONCLUSION OF THE EXECUTIVE SESSION, THE SPECIAL MEETING WILL RECONVENE. THE CHAIR WILL ANNOUNCE THE TERMINATION OF THE EXECUTIVE SESSION.

- 3. ADJOURNMENT**

Posted: 10/28/16

CITY OF SATELLITE BEACH, FLORIDA

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



INCORPORATED 1957

AGENDA

CITY COUNCIL WORKSHOP MEETING

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

**NOVEMBER 2, 2016
6:30 P.M.**

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

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

CITY OF SATELLITE BEACH

RECEIVED

APPLICATION TO SERVE ON CITY BOARDS

OCT 28 2016

Name KAY CARSTO Home Phone 321-458-1305
 Address 200 PRICE CT. E-mail KAY3214@yahoo.com
 Business PSYCHOTHERAPIST Business Phone 321-458-1305
 Address 1225 FLORIDAVILLE, SUITE E, ROCKLEDGE 32955
 Education MASTERS DEGREE, AND CURRENT DOCTORAL CANDIDATE
 Relevant Experience SEE BELOW

(Use additional sheets if necessary, or attach resume.)

Verified 10/28/16

Are you a registered voter in Brevard County? Yes No
 Are you a resident of the City of Satellite Beach? Yes No
 Do you hold public office? Yes No
 Do you serve on a City board now? Yes No

PLEASE CHECK THE BOARD(S) BELOW YOU ARE INTERESTED IN, AND RANK MULTIPLE SELECTIONS.

(See reverse for board descriptions.)

- BEAUTIFICATION BOARD
- BOARD OF ADJUSTMENT*
- CODE ENFORCEMENT BOARD*
- COMMUNITY REDEVELOPMENT AGENCY (CRA) ADVISORY BOARD
- COMPREHENSIVE PLANNING ADVISORY BOARD*
- LIBRARY BOARD
- PENSION PLAN BOARD OF TRUSTEES (GENERAL EMPLOYEES) *
- PENSION PLAN BOARD OF TRUSTEES (FIREFIGHTERS AND POLICE) *
- PLANNING AND ZONING ADVISORY BOARD*
- RECREATION BOARD
- SAMSONS ISLAND WORKING BOARD
- SUSTAINABILITY BOARD

*Board members must file financial disclosure statements.

WHY DO YOU THINK YOU ARE QUALIFIED TO SERVE ON THE BOARD(S) YOU SELECTED?

PRIOR TO ENTERING MY CURRENT CAREER MY EX-HUSBAND & I OWNED A COMMERCIAL LANDSCAPING COMPANY

WOULD YOU CONSIDER SERVING ON A BOARD NOT SELECTED ABOVE? Yes No

Signature KAY CARSTO Date 10/27/16

Submit completed applications to: City Clerk, 565 Cassia Boulevard, Satellite Beach, FL 32937

PHONE: 773-4407 FAX: 779-1388 E-Mail: lolexa@satellitebeach.org

Notice: Under Florida law, any written information you provide to the City, including any email address, is a public record. If you do not want your email address released in a public records request, do not: (i) send email to the City or (ii) include your email address in any application or correspondence to the City. Instead, contact the City by phone or in writing (but do not include your email address).

RECEIVED
OCT 11 2016

CITY OF SATELLITE BEACH
APPLICATION TO SERVE ON CITY BOARDS

Name Jazzie Hennings Home Phone 239-269-1313
Address 25 Delaware St. Unit B E-mail Jazzie.Hennings@gmail.com
Business Jazzie Hair Business Phone 321-209-2875
Address 140 Fifth Ave, Indian Shores, FL 32903
Education Vocational School
Relevant Experience *See attached

(Use additional sheets if necessary, or attach resume.)

Are you a registered voter in Brevard County? Yes No
Are you a resident of the City of Satellite Beach? Yes No
Do you hold public office? Yes No
Do you serve on a City board now? Yes No

verified 10/25/16 Jmo

PLEASE CHECK THE BOARD(S) BELOW YOU ARE INTERESTED IN, AND RANK MULTIPLE SELECTIONS.
(See reverse for board descriptions.)

- BEAUTIFICATION BOARD
- BOARD OF ADJUSTMENT*
- CODE ENFORCEMENT BOARD*
- COMMUNITY REDEVELOPMENT AGENCY (CRA) ADVISORY BOARD
- COMPREHENSIVE PLANNING ADVISORY BOARD*
- LIBRARY BOARD
- PENSION PLAN BOARD OF TRUSTEES (GENERAL EMPLOYEES) *
- PENSION PLAN BOARD OF TRUSTEES (FIREFIGHTERS AND POLICE) *
- PLANNING AND ZONING ADVISORY BOARD*
- RECREATION BOARD
- SAMSONS ISLAND WORKING BOARD
- SUSTAINABILITY BOARD

*Board members must file financial disclosure statements.

WHY DO YOU THINK YOU ARE QUALIFIED TO SERVE ON THE BOARD(S) YOU SELECTED?

*see attached

WOULD YOU CONSIDER SERVING ON A BOARD NOT SELECTED ABOVE? YES NO

Signature  Date 10-2-2016

Submit completed applications to: City Clerk, 565 Cassia Boulevard, Satellite Beach, FL 32937
PHONE: 773-4407 FAX: 779-1388 E-Mail: lolaxa@satellitebeach.org

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Relevant Experience:

Motherhood: Parenting has taught me a great deal about diplomacy. New and continuously changing challenges require thoughtfulness, compassion and innovation. Each decision I make or action I take as a parent may have short or long term consequences.

Career: For nearly 20 years I have been a hair designer. My industry allows me to have meaningful conversations with fellow citizens all day, every day. I have heard many moving stories of people's life experiences, love of this area and concerns for education, environment and much more. This unique experience allows me exposure to diverse viewpoints. This is important because when you have a lot of information it is easier to make informed decisions.

School Board Member: I am beginning my third year serving as a school board member. This will be my first year serving at Indian Harbour Montessori. I previously served at Brevard Montessori School. As a board member, some of my accomplishments include helping to plan fundraising events, implementation of positive changes in the classroom and improving communication between parents and school staff. I also provided homemade environmental friendly soaps for the children and staff.

Why do you think you are qualified to serve on the board(s) you selected?

I am qualified for the sustainability board because I have a vested interest in the preservation of Satellite Beach as it is my home! This community's dedication to land preservation, sea turtle protection and Lagoon restoration mirrors my lifelong environmental passions. Some examples of my environmentally responsible actions have included using cloth diapers for both of my children, making their baby food at home and driving an electric car. I enjoy finding new and simple ways of lowering my families negative impacts on the environment. And I enjoy sharing the benefits and ease of making these sustainable and environmentally responsible choices with others!

CITY OF SATELLITE BEACH

OCT 28 2016

APPLICATION TO SERVE ON CITY BOARDS

Name EDWARD V. KUNIGONIS Home Phone 321-698-2079

Address 1343 HIGHWAY A1A, #2A SAT BEACH E-mail ERKUNIGON@YAHOO.COM

Business Business Phone

Address

Education B.A. - CRIMINAL JUSTICE ADMINISTRATION

Relevant Experience 6 YRS MILITARY POLICE (USMC), 25 YRS FEDERAL LAW ENFORCEMENT (U.S. MARSHAL / NCIS), 10 YRS WITH BOEING (DIRECTOR, COUNTERINTELLIGENCE)

(Use additional sheets if necessary, or attach resume.)

verified 10/28/16 Jmo

- Are you a registered voter in Brevard County? Yes X No
Are you a resident of the City of Satellite Beach? Yes X No
Do you hold public office? Yes No X
Do you serve on a City board now? Yes No X

PLEASE CHECK THE BOARD(S) BELOW YOU ARE INTERESTED IN, AND RANK MULTIPLE SELECTIONS.

(See reverse for board descriptions.)

- BEAUTIFICATION BOARD
BOARD OF ADJUSTMENT*
X CODE ENFORCEMENT BOARD*
COMMUNITY REDEVELOPMENT AGENCY (CRA) ADVISORY BOARD
COMPREHENSIVE PLANNING ADVISORY BOARD*
LIBRARY BOARD
PENSION PLAN BOARD OF TRUSTEES (GENERAL EMPLOYEES)*
PENSION PLAN BOARD OF TRUSTEES (FIREFIGHTERS AND POLICE)*
PLANNING AND ZONING ADVISORY BOARD*
RECREATION BOARD
SAMSONS ISLAND WORKING BOARD
SUSTAINABILITY BOARD

*Board members must file financial disclosure statements.

WHY DO YOU THINK YOU ARE QUALIFIED TO SERVE ON THE BOARD(S) YOU SELECTED?

EXTENSIVE BACKGROUND AND EXPERIENCE IN LAW ENFORCEMENT, INVESTIGATIONS + LEADERSHIP.

WOULD YOU CONSIDER SERVING ON A BOARD NOT SELECTED ABOVE? YES X NO

Signature E.V. Kuny Date 10-28-16

Submit completed applications to: City Clerk, 565 Cassia Boulevard, Satellite Beach, FL 32937
PHONE: 773-4407 FAX: 779-1388 E-Mail: lolixa@satellitebeach.org

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RECEIVED
OCT 19 2016

CITY OF SATELLITE BEACH
APPLICATION TO SERVE ON CITY BOARDS

Name Matt White Home Phone 321-266-3263
Address 605 Redwood Court 32937 E-mail mwwhite02@gmail.com
Business _____ Business Phone _____
Address _____
Education B.S.B.A

Relevant Experience Board Member Space Coast Center for
Mother's w/ Children, Board Member Brevard
Indian River Lagoon Coalition Relay For Life
Event Chair
(Use additional sheets if necessary, or attach resume.)

Are you a registered voter in Brevard County? Yes No
Are you a resident of the City of Satellite Beach? Yes No
Do you hold public office? Yes No
Do you serve on a City board now? Yes No

PLEASE CHECK THE BOARD(S) BELOW YOU ARE INTERESTED IN, AND RANK MULTIPLE SELECTIONS.
(See reverse for board descriptions.)

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- PLANNING AND ZONING ADVISORY BOARD*
- RECREATION BOARD
- SAMSONS ISLAND WORKING BOARD
- SUSTAINABILITY BOARD

*Board members must file financial disclosure statements.

WHY DO YOU THINK YOU ARE QUALIFIED TO SERVE ON THE BOARD(S) YOU SELECTED?
Rational open mind with a passion for our
exceptional community

WOULD YOU CONSIDER SERVING ON A BOARD NOT SELECTED ABOVE? YES NO

Signature [Signature] Date 10/19/16

Submit completed applications to: City Clerk, 565 Cassia Boulevard, Satellite Beach, FL 32937
PHONE: 773-4407 FAX: 779-1388 E-Mail: lolexa@satellitebeach.org

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CITY OF SATELLITE BEACH, FLORIDA

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



INCORPORATED 1957

AGENDA

CITY COUNCIL REGULAR MEETING

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

**NOVEMBER 2, 2016
7:00 P.M.**

1. **CALL TO ORDER BY MAYOR CATINO**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE LED BY VICE-MAYOR BRIMER**
3. **PRESENTATION OF PROCLAMATION RECOGNIZING NOVEMBER 11, 2016, AS "VETERANS DAY AND A NATIONAL DAY OF SERVICE AND REMEMBRANCE"**
4. **DISCUSS/TAKE ACTION ON PROPOSAL BY KIERSTIN PAULSSON FOR INSTALLATION OF A BAT HOUSE NEAR THE SATELLITE BEACH LIBRARY**
5. **CITIZEN COMMENTS**
6. **CITY COUNCIL COMMENTS**
7. **CITY MANAGER REPORT**
8. **DISCUSS/TAKE ACTION ON AWARD OF REQUEST FOR BID NO. 16/17-01 FOR PLAYGROUND SHADE STRUCTURE**
9. **PUBLIC HEARING:**

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

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.

CONFLICTS CLAUSE AND SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE (SECOND READING)

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

11. PUBLIC HEARING:

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

12. DISCUSS/TAKE ACTION ON ORDINANCE NO. 1130, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SATELLITE BEACH CITY CODE, CHAPTER 30, LAND DEVELOPMENT REGULATIONS, ARTICLE V, BUILDING REGULATIONS, DIVISION 3, FENCES AND WALLS BY CREATING FENCE HEIGHT REQUIREMENTS APPLICABLE TO PARCELS ABUTTING CANALS; PROVIDING FOR CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE (FIRST READING)

13. DISCUSS/TAKE ACTION ON ORDINANCE NO. 1131, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SATELLITE BEACH CITY CODE, CHAPTER 30, LAND DEVELOPMENT REGULATIONS, ARTICLE IV, ZONING BY REMOVING TWO-STORY LIMITATIONS APPLICABLE TO SPECIFIED RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE (FIRST READING)

14. DISCUSS/TAKE ACTION ON ORDINANCE NO. 1134, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING APPROPRIATIONS OF FUNDS FOR THE FISCAL YEAR 2015/2016 BUDGET ORDINANCE NO. 1110; SAID ORDINANCE WAS PREVIOUSLY AMENDED BY ORDINANCE NO. 1118; PROVIDING AN EFFECTIVE DATE (FIRST READING)

15. DISCUSS/TAKE ACTION ON EMPLOYEE HEALTH CENTER AGREEMENTS

- INTERLOCAL AGREEMENT BETWEEN THE CITIES OF COCOA, COCA BEACH, ROCKLEDGE, AND SATELLITE BEACH**
- EMPLOYEE HEALTH CENTER SERVICES AGREEMENT**
- LEASE AGREEMENT**

- 16. AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING**
- 17. APPOINTMENT TO BOARDS**
- 18. ADOPTION OF MINUTES: OCTOBER 5, 2016, EMERGENCY MEETING
 OCTOBER 19, 2016, REGULAR MEETING
 OCTOBER 25, 2016 SPECIAL MEETING (FRDAP)
 OCTOBER 25, 2016, SPECIAL MEETING
 (SIGNAL MAINTENANCE AND HURRICANE MATTHEW)**

#3
11-2-16

- WHEREAS,** November 11th is dedicated to the extraordinary Americans who have worn the uniform of the United States Armed Forces. On this day, we come together to pay tribute to America's sons and daughters for their service and sacrifice; and
- WHEREAS,** Our veterans have preserved our way of life with unwavering patriotism and quiet courage. They have charged into harm's way, sometimes making the ultimate sacrifice, to protect the freedoms that have blessed America; and
- WHEREAS,** Long after leaving the uniform behind, many veterans continue to serve our country in communities from coast-to-coast as public servants and mentors, parents and community leaders. They have added proud chapters to the history of America; and
- WHEREAS,** Our actions must strengthen the bond between our nation and her warriors who protected our freedom in years past and who protect it today; and
- WHEREAS,** With respect and recognition of the contributions our servicemen and women have made to the cause of peace and freedom around the world, we must fulfill our sacred trust to care for our veterans; and
- WHEREAS,** Congress has approved and requests that we observe November 11th as "Veterans Day and A National Day of Service and Remembrance."

NOW, THEREFORE, I, Frank P. Catino, Mayor of the City of Satellite Beach, Brevard County, Florida, do hereby proclaim November 11, 2016 as:

"Veterans Day and a National Day of Service and Remembrance"

I encourage our community to join together to recognize the valor and sacrifice of our veterans through ceremonies and prayers, and to pay tribute to the many heroes who protect and defend our great nation.

IN WITNESS WHEREOF, I hereby sign this Proclamation and cause the seal of the City of Satellite Beach to be affixed this 2nd day of November, 2016.

Frank P. Catino, Mayor



CITY COUNCIL AGENDA ITEM

#4

DISCUSS/TAKE ACTION ON PROPOSAL BY KIERSTIN PAULSSON FOR INSTALLATION OF A BAT HOUSE NEAR THE SATELLITE BEACH LIBRARY

To: Mayor and City Council
From: City Manager Courtney Barker
Meeting Date: 11/2/2016
Department: Support Services

Recommended Action: Approve the proposal to install up to six bat houses in the City at the cost of \$1,500 from the Recycling Trust Fund.

Summary: The City has been reviewing options to become more sustainable in our pest control practices. Although mosquito control is a County function, after speaking with the Brevard County Natural Resources Director, we have learned that mosquito control will only aerial spray when their mosquito traps indicate the presence of zika mosquitoes, or if there is a concentration of mosquitoes.

Therefore, the City has an option to reduce the amount of pesticides used for mosquito control by installing bat houses to attract bats to our community. Bats are very effective in reducing mosquito populations.

Shari Clark is an expert in bats and bat houses, and she previously presented to the Sustainability Board the facts surrounding bats and their chosen food sources. Since then, we have had a request from 7-year old, Kiersten Paulsson to install bat houses.

Kiersten will be presenting this item to the City Council.

The proposal is for six bat houses in parks throughout the City. The cost is \$250 per bat house.

Some information regarding other Cities:

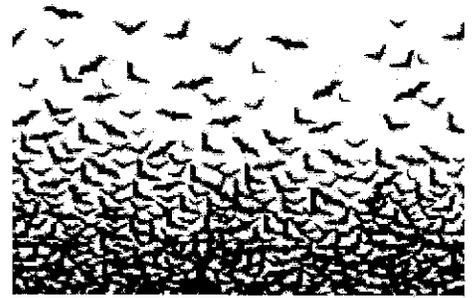
- City of Rockledge currently has 6 houses with 3 that became occupied within 3 months.
- City of Melbourne Beach has 8 with 24 planned. Located at parks and beach accesses.
- City of Melbourne has 3 at their parks.
- Satellite Beach has had one on Samsons Island for many years now.

Budget Impacts: \$1,500 from the Recycling Trust Fund.

Attachments:

- Proposal for Bat Houses

Bat Belfrys Inc.
1690 Pine Island Road
Merritt Island, FL 32953



05 July 2016

City of Satellite Beach
565 Cassia Blvd.
Satellite Beach, FL 32937
Attn: John Stone, Building Official

Dear John:

Thanks so much for your personal interest in bats and bat houses and for sharing this interest with the City of Satellite Beach. I appreciate the opportunity to speak on behalf of bats and bat houses at the recent Sustainability Board meeting.

As you know, bats are the primary predators of night flying insects and that includes many of the pests that bedevil us humans: gnats, midges, mosquitoes, termites, and a myriad of other insects are eaten by bats. The cumulative impact of just 1,000 bats is the removal of 540 million insects from the environment in the span of one year. And these are insects that won't reproduce, and their offspring won't reproduce, and so on. It's easy to see that the long term benefits of biological insect control are impossible to reproduce with chemicals.

Aerosol delivery of insecticides has been linked to increased risk of autism, asthma, and other respiratory ailments, and it is commonly known that these chemicals are residual in soil and ground water and ultimately find their way into coastal waterways and estuaries where their accumulation results in elevated toxicity levels that pose a threat to wildlife and humans alike. It's obvious that one of the long term goals should be the elimination of insecticide use.

The following pages outline options for integrating bat houses into the communities of Satellite Beach. You'll note that the map attached has potential bat house locations marked, most on public or municipal lands. These locations are not the only places where bat houses could be installed but do represent the areas of highest concern. There is an emphasis on greenways, parks, and Samson's Island, but as you consider these locations keep in mind that there are other areas where bat houses might be installed. Private homes, golf courses, and common green areas within gated communities can also offer great bat house locations and might be areas to consider for future installations.

The four-chambered bat houses which I build become occupied by bats 80% of the time within 12 months of installation; however, there are no guarantees. Wildlife can be difficult to predict and bat house use may be intermittent due to weather or other conditions over which I have no control.

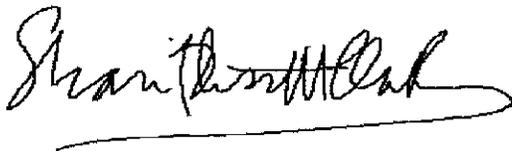
Bat house installation includes a 4-chambered bat house that will accommodate up to 500 bats, a Schedule 40 2"OD aluminum pole 12 feet long, a pivot pole mount, all hardware and fasteners, 60 lbs concrete, and labor. Cost: \$300.00 per house.

Some municipalities I've worked with have chosen to have me install the first house or two, and then the City takes over and uses their public works or parks staff to perform subsequent installations. In this case I propose to provide the 4-chambered bat house that will house up to 500 bats, a Schedule 40 2"OD aluminum pole 12 feet in length, a pivot pole mount, and all associated hardware and fasteners. Cost: \$250.00 per house with concrete and labor to be provided by others.

Please let me know if you have any questions or require additional information. Aside from the map mentioned previously, I've attached some photos of bat house installations in other communities and an abbreviated list of references which includes other municipalities that are using my bat houses.

Thanks again for your consideration and I look forward to helping the City of Satellite Beach move toward the sustainable insect control that bats can provide - without the use of pesticides!

Kind regards,



Shari Blissett Clark

The Florida Bat Conservancy
www.floridabats.org

Bat Belfrys Inc.
321-890-6154
batbelfrys@gmail.com

Attachments:

- Bat House locator map
- Community List
- Photos

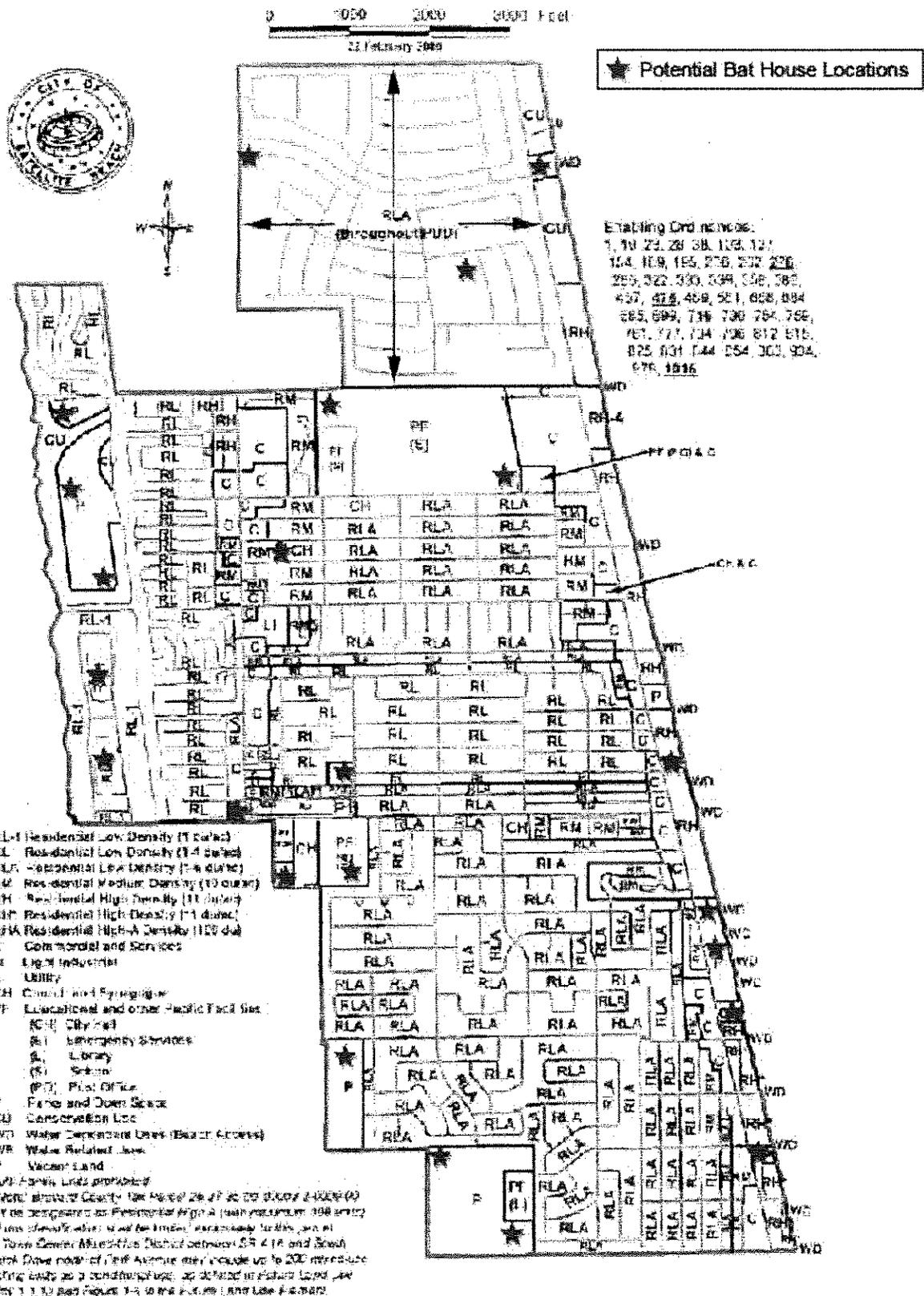


Figure 1 City of Satellite Beach Future Land Use Map

Municipalities and Communities using Bat Belfrys:

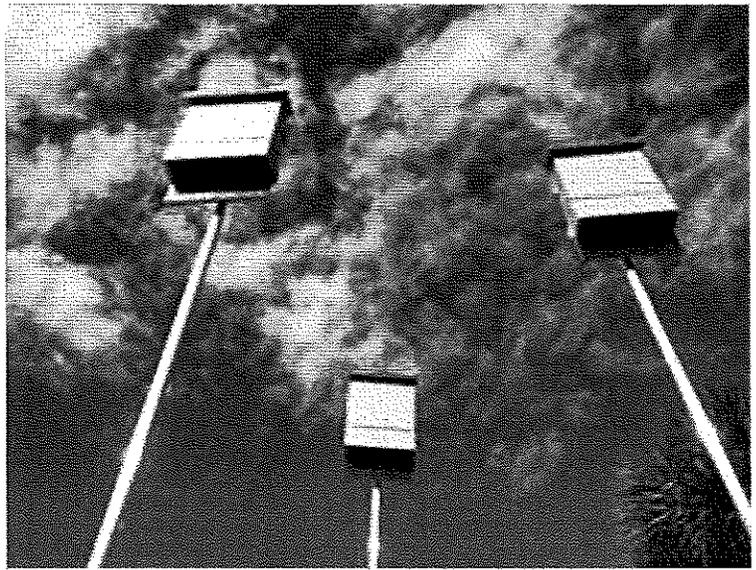
City of Fernandina Beach: Kathy Russell, Greenways Manager: krussell@fbfl.org
City of Fellsmere: Mark Briggs, Superintendent of Public Works: superintendent@cityoffellsmere.org
City of Rockledge: Ken Poole, Public Works Director: ckpoole@cityofrockledge.org
Villages of Bloomingdale, Riverview
Lost Lakes Country Club, Hobe Sound
The Oaks, Hobe Sound
Oak Harbor, Vero Beach
East Lake Woodlands, Tampa
Naples Bath & Tennis, Naples
Sea Watch, Boca Grande
Sea Oats, Boca Grande
Emerald Park, Melbourne
Forest Creek, Melbourne
Quail Ridge, Melbourne
Del Webb Spruce Creek, Summerfield
Del Webb Stone Creek, Ocala
Greenwood Community Gardens, Orlando
The Great Outdoors, Titusville
Fountain Square Condos, Clearwater
Riverwood, Port Charlotte
Sawgrass Preserve, Port Charlotte

Other organizations using Bat Belfrys:

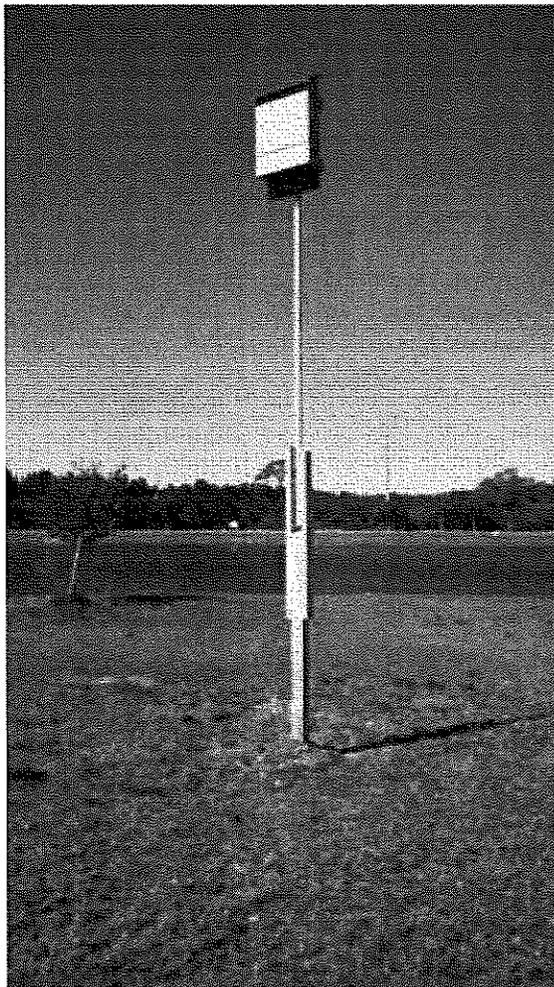
Argos Cement, Tampa
1000 Islands, Cocoa Beach
Gasparilla State Park, Boca Grande
Charlotte Harbor Preserve State Park, Punta Gorda
Ludlam Trail, Miami
W.T. Bland Public Library, Mount Dora
West Melbourne Library, Melbourne
Marine Resources Council, Melbourne
Environmentally Endangered Lands Program, Brevard County
USPS, Tampa
Zoo Miami, Miami
Eastern Florida State College, Melbourne Campus
The Refuge: A Healing Place, Ocklawaha
Patrick AFB, Melbourne Beach
Lyll Farms, Ocala
Audubon Elementary, Merritt Island
Florida Department of Environmental Protection (FDEP)
Florida Fish & Wildlife Conservation Commission (FWC)
US Fish & Wildlife Service, Southeast Region
Costa Farms, Miami
Mounts Botanical Garden, West Palm Beach



City of Fernandina Beach, FL



Boca Grande, FL



Anderson Park, City of Rockledge, FL



Grant Park, City of Fellsmere, FL



City Manager's Report

To: Mayor and City Council Members
From: City Manager Courtney Barker, AICP
Meeting Date: 11/2/2016

The **Annual Founders Day Parade and Marketplace**, featuring more than 100 craft and specialty vendors, flea market and bake sale, will be held on **Saturday, November 5, 2016 at the David R. Schechter Community Center**. The parade steps off promptly at 11:00 a.m. from the DeLaura Middle School parking lot off of Jackson Avenue and finishes at the David R. Schechter Community Center.

The Satellite Beach Lions Club will be hosting the **27th Annual Tournament for Sight at the Habitat Golf Course** in Valkaria on **Saturday, November 12, 2016**. The Tournament benefits local charities that support sight & hearing cases, Christmas food drive, teacher grants, Satellite High School LEO Club and Children's Hunger Project. The \$65 entry fee includes team and individual prizes, cart/greens fee, goody bag and lunch. Tournament sponsors and golfers needed! To register, contact Joe, (321) 452-0376 or Josephhauser@bellsouth.net

Informational Items:

1. I received two thank you notes: one from a resident who thanked Sergeant Anderson (referred to as "Harry" in the note) for helping to maintain order at a high school volleyball game (see attached), and another from resident Sigrid McGlothlin, thanking the Fire Department for their response to the fire at her house during Hurricane Matthew (see attached).
2. I have been appointed to the Save Our Lagoon Oversight Committee by the Space Coast League of Cities and the County Commission. This Committee will oversee the sales tax referendum funds should the funding restoration plan be approved by the voters on November 8, 2016.
3. The Fire Department, in partnership with the Senior Resource Alliance and Aging Matters, facilitated a six week workshop for citizens with chronic disease conditions. This program entitled "Living Healthy" was developed by Stanford University and the purpose of the program is to enable participants to build self-confidence to assume a major role maintaining their health and managing their chronic health condition(s).

Space Coast Area Transit-Volunteers in Motion provided transportation for our homebound seniors who cannot drive. This transportation service is free for homebound seniors and this organization is a strategic partner in the success of our Senior Care Network.

Thirteen residents graduated from the program. The next workshop program will start in February.

Action Items: None at this time.

Dear Chief Pearson,

I would like to complement one of your officers. Recently I was at a volleyball game between Satellite Beach and Cocoa Beach. My granddaughter plays for CB. One of your officers was also there. I thought he was there to enjoy the game. I thought I ~~overheard~~ ^{overheard} him introduced as Harry. A group of teen boys became ~~rowdy~~ ^{and disruptive} Harry went over and talked to them & they settled down. He continued to monitor them & reacted when one or two started acting up. Having been a public school teacher, I know the challenges of dealing with teens. I so appreciate Harry's intervention so the rest of us could enjoy the game. (We lost!)

Sincerely,

Anita Blackman

Sigrid McGlothlin
330 Thyme St
Satellite Beach, FL 32937

RECEIVED

OCT 24 2016

October 21, 2016

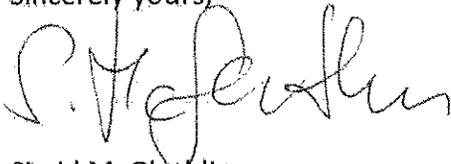
Satellite Beach Fire Department
1390 S Patrick Dr
Satellite Beach, FL 32937

I wish to convey our gratitude to you, Captain Abernathy and to the firefighters of Station 55 for the prompt and effective response to our home fire during Hurricane Matthew. Although the conditions for fighting a fire that morning were abysmal, your crew responded effectively in doing what they could to prevent the flames of the fire from spreading to neighboring homes. We are so grateful for what you have done!

As soon as we have some normality back in our life, I would like to cook a German meal for you and your crew.

Thank you again for confirming and increasing our appreciation of, and pride in, our fire department!

Sincerely yours,



Sigrid McGlothlin



CITY COUNCIL AGENDA ITEM

#8

DISCUSS/TAKE ACTION ON AWARD OF REQUEST FOR BIDS NO. 16/17-01 FOR PLAYGROUND SHADE STRUCTURE

To: City Manager Courtney Barker
From: Recreation Director Cassie Warthen
Meeting Date: 11/2/2016
Department: Recreation

Recommended Action: Approve award of Request for Bids No. 16/17-01 for Playground Shade Structure to USA Shade & Fabric Structures.

Summary: On October 4, 2016 the City issued Request for Bids (RFB) No. 16/17-01 to solicit proposals from qualified firms to design, fabricate, and install a shade structure over an existing playground at the Satellite Beach Sports and Recreation Park, located at 750 Jamaica Boulevard in Satellite Beach. Bids were due on October 21, 2016, and the City received four responses. Responses were received from the following vendors: Shade America, Inc., Top Line Recreation, USA Shade & Fabric Structures, and Site Horizons, LLC.

The evaluation committee met to review proposals on October 25, 2016, and the bid tabulation of points resulted in the following total point averages:

Ranking	Vendor	Score
1	USA Shade & Fabric	90.67
2	Shade America, Inc.	89.00
3	Top Line Recreation	64.33
4	Site Horizons, LLC	54.67

USA Shade & Fabric Structures included a proposal for an option to install a four-post hip-type shade. This proposal was the lowest cost compared to all other proposals, coming in at \$16,295. Staff is recommending award of RFP No. 16/17-01 for the playground shade structure to USA Shade & Fabric Structures.

Budget Impacts: Funding in the amount of \$18,000 is included in the FY 16/17 Capital Assets Fund budget. The recommended proposal option was quoted at a total price of \$16,295, which is a savings of \$1,705.

Attachments:

- RFP No. 16/17-01 Playground Shade Structure Tabulation Sheet

RFB No. 16/17-01 Playground Shade Structure

Date: 10/25/2016

Company: Shade America, Inc.
 #5 Seminole Dr.
 St. Augustine, FL 32084



	Points		
	Warthen	Potter	Sherman
Lowest overall price (max 60 points)	55	58	50
Responsiveness to the scope of work (max 30 points)	20	28	30
Number and scope of conditions attached to the bid (max 10 points)	7	9	10
TOTAL:	82	95	90
AVERAGE:	89.00		

RFB No. 16/17-01 **Playground Shade Structure**

Date: 10/25/2016

Company: Top Line Recreation
 2922 Howland Blvd
 Deltona, FL 32725



	Points		
	Warthen	Potter	Sherman
Lowest overall price (max 60 points)	30	50	40
Responsiveness to the scope of work (max 30 points)	15	25	10
Number and scope of conditions attached to the bid (max 10 points)	8	5	10
TOTAL:	53	80	60
AVERAGE:	64.33		

RFB No. 16/17-01 Playground Shade Structure

Date: 10/25/2016

Company: USA Shade & Fabric
805 S. Glynn St., Suite 127
Fayetteville, GA 30214



	Points		
	Warthen	Potter	Sherman
Lowest overall price (max 60 points)	58	60	55
Responsiveness to the scope of work (max 30 points)	23	28	20
Number and scope of conditions attached to the bid (max 10 points)	8	10	10
TOTAL:	89	98	85
AVERAGE:	90.67		

RFB No. 16/17-01 Playground Shade Structure

Date: 10/25/2016

Company: Site Horizons, LLC
 13750 W. Colonial Dr., Ste 350-134
 Winter Garden, FL 34787



	Points		
	Warthen	Potter	Sherman
Lowest overall price (max 60 points)	10	40	20
Responsiveness to the scope of work (max 30 points)	20	27	30
Number and scope of conditions attached to the bid (max 10 points)	7	5	5
TOTAL:	37	72	55
AVERAGE:	54.67		

RFB No. 16/17-01

Playground Shade Structure

Date:

10/25/2016



	<u>Total Point Average</u>
Shade America, Inc.	89.00
Top Line Recreation	64.33
USA Shade & Fabric	90.67
Site Horizons, LLC	54.67



Memorandum

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

From: James G. LaRue, AICP

Date: September 26, 2016

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

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

C: Leonor Olexa, City Clerk

ORDINANCE NO. 1128

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

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

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

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

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

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

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

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

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

SECTION 5. This Ordinance was duly passed on first reading at a regular meeting of the City Council on the 19th day of October, 2016, and adopted on the second and final reading after the required public hearing at a regular meeting of the City Council on the ____ day of _____, 2016.

ATTEST: _____
LEONOR OLEXA, CMC, CITY CLERK

BY: _____
FRANK P. CATINO, MAYOR

APPROVED AS TO LEGAL SUFFICIENCY:

JAMES BEADLE, CITY ATTORNEY

Exhibit A

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

SBSRP* Field Lighting (2 of 4 fields)	CAF	130,000	0	130,000	0	0	0
New Desoto Tennis Courts	CAF	100,000	0	0	0	100,000	0
TOTAL		5,642,150	1,465,150	1,281,000	1,436,000	1,372,000	88,000
Total Capital Assets Fund (CAF) Total Stormwater Utility Fund (SUF) Total Community Redevelopment Agency Trust Fund (CRTF) Community Services Fund (CSF)							
* SBSRP is Satellite Beach Sports Recreation Park ** DRS is David R Schechter *** PAL is Police Athletic League							

Brevard County Public Schools						
Summary of Revenue/Expenditures Available (for new construction and remodeling projects only)						
	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	5-year Total
Total Revenues	\$31,824,794	\$30,025,194	\$37,596,034	\$45,732,114	\$59,924,794	\$205,102,930
Total Project Costs	\$0	\$0	\$0	\$0	\$0	\$0
Remaining Funds	\$31,824,794	\$30,025,194	\$37,596,034	\$45,732,114	\$59,924,794	\$205,102,930
Source: Brevard County School District 2015-16 Work Plan						

Capacity Project Schedules

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

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

Source: Brevard County School District 2015-16 Work Plan

Additional Project Schedules

Any projects that are not identified in the educational plant survey

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

Source: Brevard County School District 2015-16 Work Plan



CITY COUNCIL AGENDA ITEM

#10

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

To: City Manager Courtney Barker
From: Building Official John Stone
Meeting Date: 11/2/2016
Department: Building & Zoning

Recommended Action: Approve the cross-access easement at 100 Scorpion Court.

Summary: Pelican Coast is located at the north end of Satellite Beach and is comprised of approximately 310 acres with a proposed residential density of 1364 homes. Currently, a wall separates the town center of Satellite Beach where schools and shopping are located and the Pelican Coast PUD. In an effort to create greater connectivity between these two locations, staff has reached out to the owners of 100 Scorpion Court requesting a 15 foot wide easement running north and south through their property. The easement would improve pedestrian cross-access between Pelican Coast, schools and local businesses in the area. Currently, the only connection between these two locations is Highway A1A and a bike path further west on school property.

Budget Impacts: None.

Attachments:

- Easement
- Aerial
- Concept plan

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

RIGHT-OF-WAY EASEMENT

THIS RIGHT-OF-WAY EASEMENT is made and entered into this ____ day of _____, 2016, by and between WIRELESS SYSTEMS ENGINEERING, INC., a Florida corporation, whose address is 1370 Highway A1A, Satellite Beach, Florida 32937, hereinafter referred to as the GRANTOR, and the CITY OF SATELLITE BEACH, a municipality of the State of Florida, whose address is 565 Cassia Blvd., Satellite Beach, Florida 32937, hereinafter referred to as the GRANTEE.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant and convey to the GRANTEE and its assigns, a right-of-way easement on the following described real property situate in the County of Brevard, State of Florida:

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

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

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

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

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

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

IN THE EVENT that, on or before one (1) year after the date of recording of this right-of-way easement the GRANTOR or GRANTOR's successors in title to the parcel of which the Easement Property is a part (the "Parent Parcel") has been denied any of the necessary approvals for which it has timely applied from the City of Satellite Beach for the development and construction upon the Parent Parcel of 30,000 square feet of two story self storage space, then this Easement shall automatically terminate and no longer be of any force or effect. In such event, GRANTOR or GRANTOR's successor in title may, at its option, record a notice that this Easement has terminated.

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

GRANTOR
WIRELESS SYSTEMS ENGINEERING, INC., a
Florida corporation

Witness Signature

By:

Christopher J. Hall, as its President

Printed Name

Witness Signature

Printed Name

STATE OF FLORIDA)
COUNTY OF BREVARD)

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

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

Notary Public; State of Florida
(Affix Notarial Seal)

Printed Name

My Commission expires: _____

**GRANTEE:
City of Satellite Beach, a Florida
Municipal Corporation**

Witness Signature

By: _____
Frank P. Catino, Mayor

Printed Name

Witness Signature

ATTEST:

Printed Name

Leonor Olexa, CMC, City Clerk

STATE OF FLORIDA)
COUNTY OF BREVARD)

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

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

Notary Public; State of Florida
(Affix Notarial Seal)

Printed Name
My Commission expires: _____

EXHIBIT "A"

Easement Property Description

From the Northwest corner of Section 35, Township 26 South, Range 37 East, Brevard County, Florida, run N89°59'04"E along the North line of said Section 35 a distance of 3,733.39 feet to a point which is 425.0 feet West of the West right of way line of State Road A1A and being the Point of Beginning of the herein described easement; thence continue N89°59'04"E along said North line of Section 35 a distance of 15.0 feet; thence run S11 °41 '36"E, parallel with said West right of way line of State Road A 1A a distance of 120.13 feet; thence run S89°59'04"W a distance of 15.0 feet; thence run N11 °41 '36"W a distance of 120.13 feet to the Point of Beginning of the herein described easement.

EXHIBIT "B"

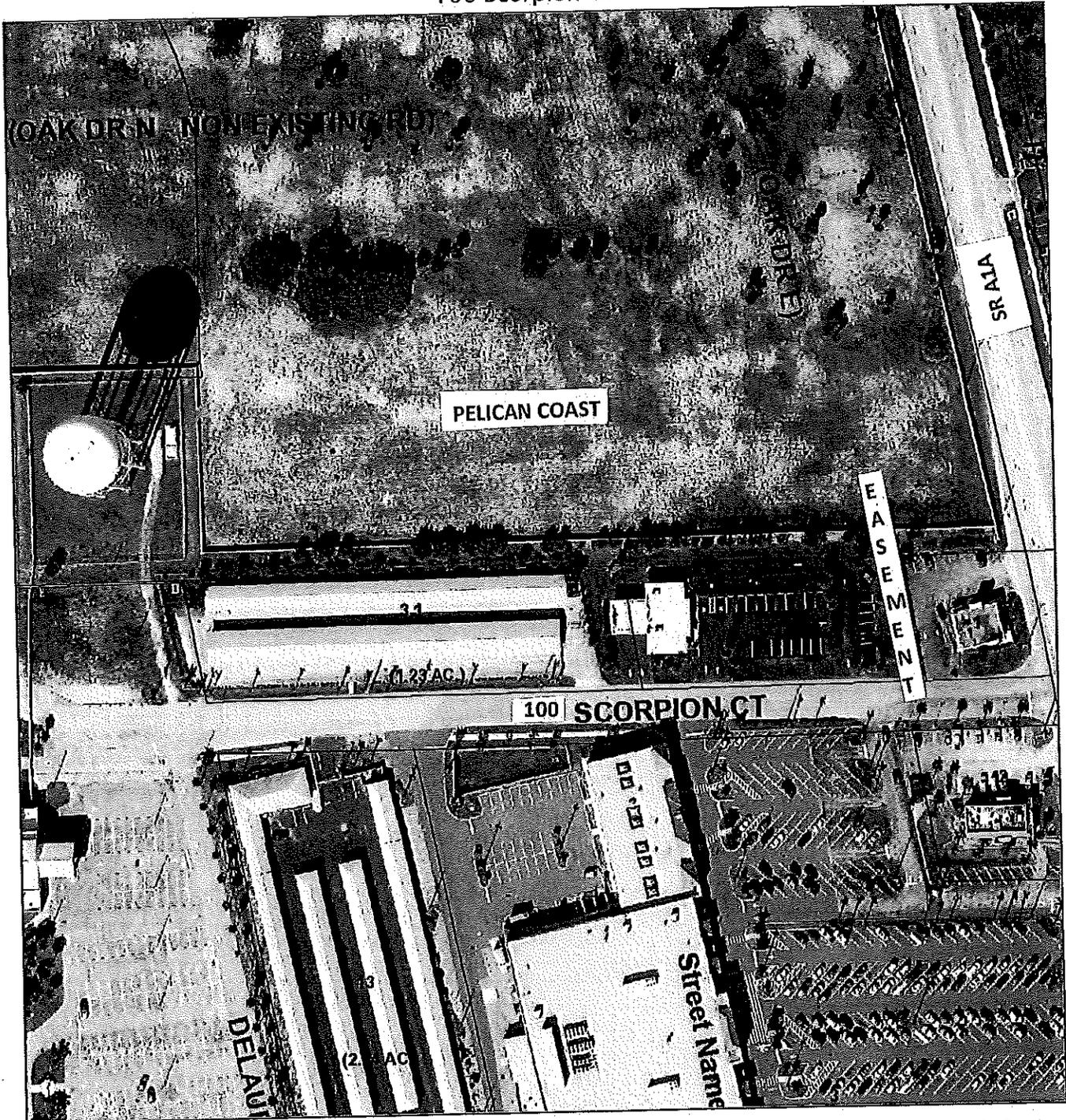
Description of GRANTOR Parcel

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



Dana Blickley, CFA
Brevard County Property Appraiser

100 Scorpion Ct



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

Merritt Island Services Complex
2576 N Courtenay Pkwy
Merritt Island, FL 32953
Phone: (321) 454-6620
Fax: (321) 454-6618

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

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

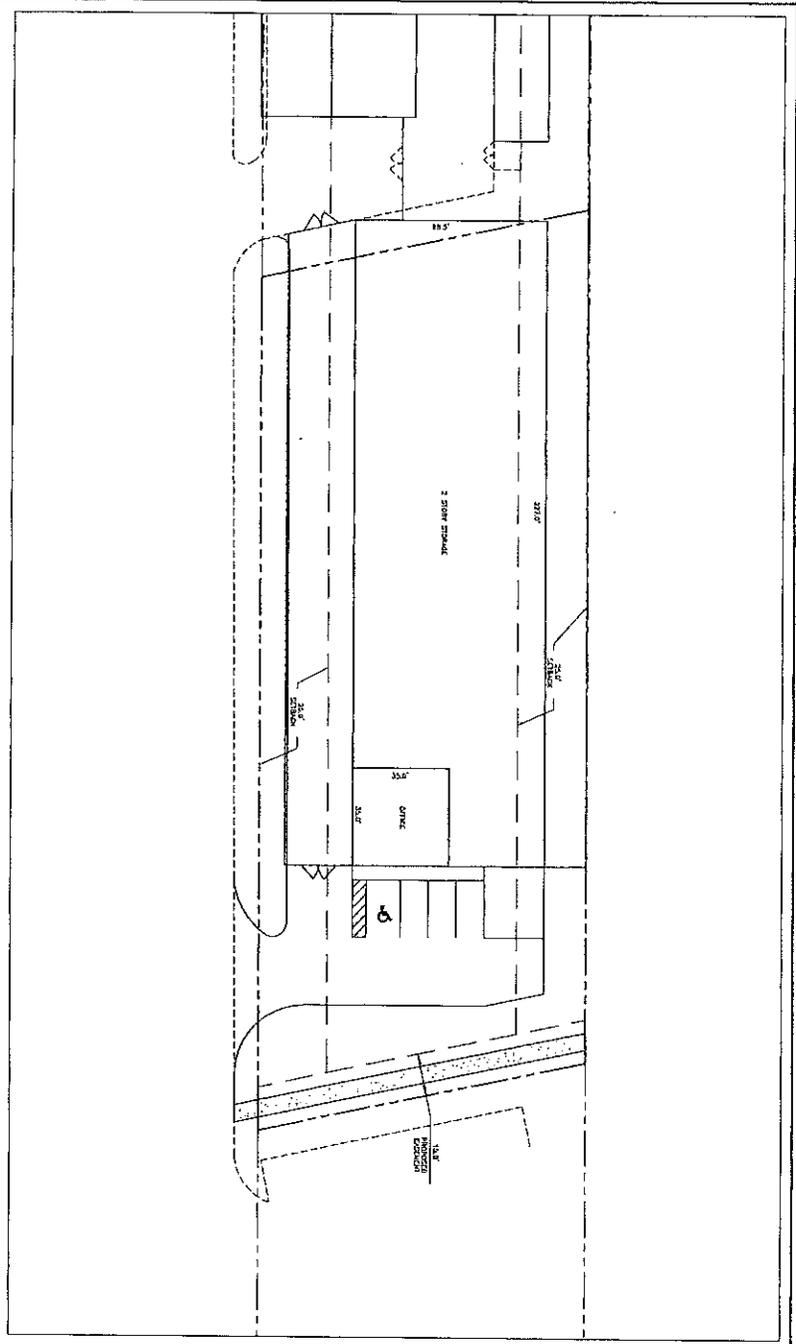
Palm Bay Service Complex
450 Cogan Dr, SE
Palm Bay, FL 32909
Phone: (321) 952-4574
Fax: (321) 952-4573

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

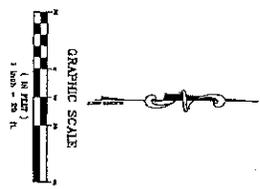
Printed Tuesday, October 25, 2016 at 9:59 AM. legacy.bcpao.us

1 : 1,000

73 HIGHWAY AVENUE, SUITE 200
 MELBOURNE, FLORIDA 32901
 (407) 321-8111
 WWW.MBV-ENGINEERING.COM



SITE CONCEPT PLAN
 SCALE: 1" = 20'



SITE INFORMATION
GENERAL REMARKS:
 THIS PROJECT IS THE PROPERTY OF THE CLIENT. THE ENGINEER HAS CONDUCTED A VISUAL GENERAL SURVEY OF THE SITE AND HAS FOUND NO OBVIOUS OBSTACLES OR CONDITIONS THAT WOULD PRESENT A PROBLEM TO THE PROPOSED DEVELOPMENT. THE ENGINEER HAS NOT CONDUCTED A DETAILED SURVEY OF THE SITE AND HAS NOT OBTAINED ANY RECORD DRAWINGS OR SURVEY DATA. THE ENGINEER HAS NOT OBTAINED ANY RECORD DRAWINGS OR SURVEY DATA. THE ENGINEER HAS NOT OBTAINED ANY RECORD DRAWINGS OR SURVEY DATA.

APPLICABLE CODES:
 FLORIDA STATE BUILDING CODE (FSBC) - 2010
 FLORIDA STATE PLUMBING CODE (FSPC) - 2010
 FLORIDA STATE ELECTRICAL CODE (FSEC) - 2010
 FLORIDA STATE MECHANICAL CODE (FSMC) - 2010

LAND USE:
 COMMERCIAL

TAX PARCEL ID NUMBER: 2010-0000000000
TAX ACCOUNT NO.: 2010-0000000000

OWNER: [REDACTED]
DESIGNER: MBV ENGINEERING, INC.
DATE: JULY 2016
CHECKED: [REDACTED]
DATE REVISION: OCT 2016
SCALE: 1" = 20'

SHEET CP1 OF 1 18-1028	PROJECT SATELLITE STORAGE SATELLITE BRACH FLORIDA	PROJECT SITE CONCEPT PLAN	MBV ENGINEERING, INC. 1250 - W. EAU GALIE BLVD SUITE 1 MELBOURNE, FL 32935 PH. (321) 253-1510 FX. (321) 253-0911 BOBA BOWLES VILLAZAR & ASSOCIATES VERO BEACH, FL - PH (772) 569-8884 CONSULTING ENGINEERS CA 93728 FT. PIERCE, FL - PH (772) 488-9055	JOB NO. 18-1028	DATE 10-18-2016
				DESIGNED BY [REDACTED]	CHECKED BY [REDACTED]



CITY COUNCIL AGENDA ITEM

#11

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

To: City Manager Courtney Barker
From: Building Official John Stone
Meeting Date: 11/2/2016
Department: Building & Zoning

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

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

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

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

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

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

Budget Impacts: None.

Attachments:

- Ordinance No. 1119

ORDINANCE NO. 1119

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

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

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

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

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

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

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

Sec. 30-416. C, commercial district.

* * * * *

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

* * * * *

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

* * * * *

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

* * * * *

- (8) Contractor storage yards.
- (9) Any use operating, using, conducting, or incorporating, or seeking to operate, use, conduct or incorporate, any exception to the gambling laws of this state set forth in F.S. §546.10.
- (10) All uses not specifically listed as a permitted or conditional use.

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

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

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

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

FRANK P. CATINO, MAYOR

ATTEST:

LEONOR OLEXA, CMC, CITY CLERK



CITY COUNCIL AGENDA ITEM

#12

DISCUSS/TAKE ACTION ON ORDINANCE NO. 1130, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SATELLITE BEACH CITY CODE, CHAPTER 30, LAND DEVELOPMENT REGULATIONS, ARTICLE V, BUILDING REGULATIONS, DIVISION 3, FENCES AND WALLS BY CREATING FENCE HEIGHT REQUIREMENTS APPLICABLE TO PARCELS ABUTTING CANALS; PROVIDING FOR CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE (FIRST READING)

To: City Manager Courtney Barker
From: Building Official John Stone
Meeting Date: 11/2/2016
Department: Building & Zoning

Recommended Action: Approve Ordinance No. 1130 on first reading.

Summary: It has been brought to the attention of staff by several waterfront residents, that by installing side property line fences down to the water's edge, the peripheral view of the water is reduced for both property owners bordering a 6 foot fence.

Staff has reviewed these concerns taking into account reasonable expectations of privacy and use for fences on private property and how other waterfront jurisdictions have addressed the issue.

The proposed amendment to the code will continue to meet pool barrier requirements and allow 6 foot privacy fences to the waterward extent of the pool setback of 10 feet from the bulk head. The proposed change will partially open up the peripheral water view for both landowners sharing a common side fence to the water's edge, by reducing the maximum fence height to 4 feet within 10 feet landward of the water's edge.

The Planning and Zoning Advisory Board recommended approval on September 19, 2016 to require fences within 10 feet of the canal shoreline to be no greater than 4 feet in height.

Budget Impacts: None.

Attachments:

- Ordinance No. 1130
- Letter from Heather Barrett 8/1/16
- Sample Picture
- Planning and Zoning Advisory Board 9/19/2016 Minutes

ORDINANCE NO. 1130

AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SATELLITE BEACH CITY CODE, CHAPTER 30, LAND DEVELOPMENT REGULATIONS, ARTICLE V, BUILDING REGULATIONS, DIVISION 3, FENCES AND WALLS BY CREATING FENCE HEIGHT REQUIREMENTS APPLICABLE TO PARCELS ABUTTING CANALS; PROVIDING FOR CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE (FIRST READING)

WHEREAS, the City Council of the City of Satellite Beach desires to create fence height requirements applicable to parcels abutting canals; and

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

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

NOTE: Underlined words constitute the additions to the existing text of the *City Code of Satellite Beach*, strikethroughs constitute deletions to the existing text, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

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

SECTION 2. Chapter 30, Land Development Regulations, Article V, Building Regulations, Division 3, Fences and Walls, Section 30-516(b) is hereby amended as follows:

Sec. 30-516. - Setback, height, and construction of fences.

(b) Fences shall not exceed six feet in height above the finished grade of the property, with the following exceptions:

(1) If two homes with a common property line have a difference between the finished floor elevations, the height of the fence between the properties

may be increased one inch for every inch of difference between such elevations, to a maximum increase of 12 inches. No fence shall exceed seven feet in height. Adequate data must be provided to the building official to confirm the difference between finished floor elevations.

- (2) Tennis courts may have regulation-height fences, with a maximum opaqueness of 30 percent.
- (3) A fence or wall may be up to eight feet in height if between residential zoned properties and non-residential properties.
- (4) Columns within a block wall may be up to seven feet in height provided the column width does not exceed 30 inches with a minimum spacing of eight feet.
- (5) For parcels abutting canals, fences shall not be higher than 4 feet when such fence:
 - (i) runs perpendicular to the shoreline; and
 - (ii) is located within 10 feet of the water's edge.

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

SECTION 4. SEVERABILITY CLAUSE. In the event a court of competent jurisdiction shall hold or determine that any part of this Ordinance is invalid or unconstitutional, the remainder of the Ordinance shall not be affected thereby and it will be presumed that the City Council for the City of Satellite Beach did not intend to enact such invalid and unconstitutional provision. It shall further be assumed that the City Council would have enacted the remainder of this Ordinance without said invalid or unconstitutional provision, thereby causing said remainder to remain in full force and effect.

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

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

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

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

FRANK P. CATINO, MAYOR

ATTEST:

LEONOR OLEXA, CMC, CITY CLERK

Dear Mayor Catino and Building Official Stone-

My name is Heather Barrett and I am writing you on behalf of Satellite Beach resident and my grandmother, Annie Hedgecock Fulton. As you might be aware Annie is the wife of the late B. D. "Shine" Hedgecock, one of Satellite Beach's founding residents and the brother of Percy Hedgecock. Annie has lived in her home at 605 Kenwood Ct. since 1965.

The reason for our email to you today is to bring to light an opportunity to re-examine fencing codes along the canals of Satellite Beach. For generations, home owners along the 3.6 miles that encompass these great canals have worked to preserve their beauty and unique nature.

As a Hedgecock family member, I am reminded of the original reason for incorporating the town of Satellite Beach on that 3rd day in August 1957. The resourcefully founding fathers wanted to put regulations in place that protected the people of the town with proper building codes and ultimately to prevent a trailer park from being built on the beach. They saw an opportunity to preserve and protect the integrity of housing in the town and the visual appeal, integrity, and value of their beautiful shoreline.

With this in mind and changing demographics in the community, we think now is a good opportunity to look at the zoning and regulations around fencing for homes on the canals. Specifically around: material used, placement to the canal, fence height, color etc. To our knowledge, there are currently no regulations within the city to prevent a home owner from putting up a fence or wall that obstructs sight lines along the canals. A homeowner does not even need to get a permit to do so. Having regulation around fencing in place, we feel, will ensure all fencing is pre-approved within city's guidelines and toward a commitment to preserve the canals. There is an opportunity here to protect a waterway environment that fosters and encourages future investment in Satellite Beach real estate. Housing along the canals becomes less valuable when the view of the canal is obstructed. We feel, simple regulations around fencing to require a "low profile" look and placement will help accomplish this and ensure the integrity of the real estate on the entire canal, just like the founding fathers wanted to do by preventing the trailer park.

Attached you will find pictures of a fence recently put up along the property line of 605 Kenwood Ct and 615 Kenwood Ct. We feel this is an example of how fencing that goes unregulated along the canals can become a mishmash of structures and obstruct the natural beauty and integrity of these great waterways. The fence in place not only impacts the view from the residence of 605 Kenwood Ct. it also impacts the visual purity of the entire canal. Our fear is that if zoning and permitting for fencing on the canal continues to go unregulated more of these examples will pop-up, spoiling the beautiful scenic waterways that make our area so special and valuable.

Thank You for taking the time to read our email, we simply want to bring to light an opportunity to not only help this long time resident maintain an unobstructed view of the canal, but also to preserve the canal views and real estate value for home owners for generations to come.

We look forward to any suggestions on next steps you might have.

Sincerely,

Heather Barrett
hbarrett321@gmail.com
[917-714-9833](tel:917-714-9833)

On behalf of Annie Hedgecock Fulton
annful@aol.com
[321-777-1785](tel:321-777-1785)



**PLANNING AND ZONING ADVISORY BOARD
REGULAR MEETING
September 19, 2016**

Pursuant to public notice Chairman Tom Romanisko convened a regular meeting of the Planning and Zoning Advisory Board on September 19, 2016 at 7:00 pm in the Council Chamber at City Hall, and led the Pledge of Allegiance. Board members present were Vice Chairman Frank Fortino, Dale Howlett, Sisi Packard. Also present were Building Official John Stone, Deputy Building Official Karl Baumann and Recording Secretary Danielle Forand. Steve Terry was absent.

PUBLIC HEARING:

[TIME 7:03] PZ #7-16 - a request for a code change to section 30-409(d)(3) that currently limits the building envelope to two stories regardless of building height.

Building Official John Stone introduced this item, and spoke in reference to the proposed code change. Discussion took place.

John Silver of 100 Ocean Spray Avenue discussed the application for the code change and proposed plans for the property. Discussion took place.

No public comment.

ACTION: Dale Howlett **MOVED, SECOND** by Sisi Packard to recommend approval for a code change to section 30-409 (d)(3) removing the two story maximum requirement in the RM2 zoning West of A1A. **VOTE:** All yes. **MOTION CARRIED.**

ACTION: Dale Howlett **MOVED, SECOND** by Frank Fortino to recommend approval for a code change that currently limits the building envelope to two stories in all residential zoning West of A1A. **VOTE:** All yes. **MOTION CARRIED.**

[TIME 7:30] PZ #8-16 - a request for a code change to section 30-516 (b) reducing fence height to less than 6 feet near water's edge for canal front properties.

Deputy Building Official Karl Baumann discussed the code change to 10 feet near water's edge for canal front properties.

Discussion took place.

Heather Barrett spoke in support of the code change and the current fence blocking the sight line to the canal.

Lance Smith inquired about the permitting for the current fence.

ACTION: Sisi Packard **MOVED, SECOND** by Dale Howlett to recommend approval for a code change to section 30-516 (b) reducing fence height to a maximum of 4 feet within 10 feet of the water's edge for canal front properties. **VOTE:** All yes. **MOTION CARRIED.**

[TIME 7:38] APPROVAL OF MINUTES: AUGUST 15, 2016

ACTION: Tom Romanisko **MOVED, SECOND** by Frank Fortino to approve the minutes of the August 15, 2016 meeting as presented. **VOTE:** All yes. **MOTION CARRIED.**

NEXT REGULAR MEETING: OCTOBER 17, 2016.

The meeting adjourned at 7:55 pm.

Respectfully submitted:

Danielle Forand
Recording Secretary



CITY COUNCIL AGENDA ITEM

#13

DISCUSS/TAKE ACTION ON ORDINANCE NO. 1131, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SATELLITE BEACH CITY CODE, CHAPTER 30, LAND DEVELOPMENT REGULATIONS, ARTICLE IV, ZONING BY REMOVING TWO-STORY LIMITATIONS APPLICABLE TO SPECIFIED RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE (FIRST READING)

To: City Manager Courtney Barker

From: Building Official John Stone

Meeting Date: 11/2/2016

Department: Building & Zoning

Recommended Action: Approve Ordinance No. 1131 on first reading.

Summary: The code change applicant for 100 Ocean Spray Ave is requesting a code change to section 30-409(d)(3) that limits the building envelope to two stories regardless of building height in the R2 zoning.

In review of the zoning districts within Satellite Beach, most residential zoning classifications have similar language that limits the building envelope to two stories. If the City Council is favorable to the request and recommendation of the Planning and Zoning Advisory Board (PZAB) they may want to consider a similar change to the other residential districts that limit stories.

However, since the requested code change request was specific to the applicant's needs at 100 Ocean Spray, the application should be acted on in regard to the zoning classification of the subject parcel and therefore would apply to the R2 zoning only. If the Council desires to provide a uniform approach to the zoning change then staff is recommending a change to all applicable residential zones (see attached metric). The two separate motions by PZAB would give fair consideration to the applicant as a stand-alone request specific to the application as written with the second motion supporting a uniform code change to all residential zones by deleting the reference to stories in all referenced zones. Staff will bring back on second reading any changes reflected in the decision of Council on the two motions of PZAB.

Requested Change: 30-409(d)(3) Maximum building height: 35 feet with a maximum of two stories

Budget Impacts: None

Attachments:

- Ordinance No. 1131
- Applicant (Silvers) Letter
- Zoning Metrics
- PZAB 9/19/16 Unapproved minutes

ORDINANCE NO. 1131

AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SATELLITE BEACH CITY CODE, CHAPTER 30, LAND DEVELOPMENT REGULATIONS, ARTICLE IV, ZONING BY REMOVING TWO-STORY LIMITATIONS APPLICABLE TO SPECIFIED RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE (FIRST READING)

WHEREAS, the City Council of the City of Satellite Beach desires to remove two-story limitations applicable to specified residential zoning districts; and

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

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

NOTE: Underlined words constitute the additions to the existing text of the *City Code of Satellite Beach*, strikethroughs constitute deletions to the existing text, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

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

SECTION 2. Chapter 30, Land Development Regulations, Article IV, Zoning, Section 30-408(d)(3) is hereby amended as follows:

Sec. 30-409. - R-1, single-family residential district.

(d) Property development regulations. Property development regulations are as follows:

(3) Maximum building height: 35 feet ~~with a maximum of two stories~~. All roof coverings shall be either tile, composition (dimensional) shingle or metal roofs.

SECTION 3. Chapter 30, Land Development Regulations, Article IV, Zoning, Section 30-409(d)(3) is hereby amended as follows:

Sec. 30-409. - R-2, single-family residential district.

(d) Property development regulations. Property development regulations are as follows:

(3) Maximum building height: 35 feet ~~with a maximum of two stories.~~

SECTION 4. Chapter 30, Land Development Regulations, Article IV, Zoning, Section 30-410(d)(3) is hereby amended as follows:

Sec. 30-410. - R-3, single-family residential district.

(d) Property development regulations. Property development regulations are as follows:

(3) Maximum building height: 35 feet ~~with a maximum of two stories.~~

SECTION 5. Chapter 30, Land Development Regulations, Article IV, Zoning, Section 30-411(d)(3) is hereby amended as follows:

Sec. 30-411. - R-4, single-family residential district.

(d) Property development regulations. Property development regulations are as follows:

(3) Maximum building height: 35 feet ~~with a maximum of two stories.~~

SECTION 6. Chapter 30, Land Development Regulations, Article IV, Zoning, Section 30-412(d)(3) is hereby amended as follows:

Sec. 30-412. - R-5, single-family residential district.

(d) Property development regulations. Property development regulations are as follows:

(3) Maximum building height: 35 feet ~~with a maximum of two stories.~~

SECTION 7. Chapter 30, Land Development Regulations, Article IV, Zoning, Section 30-413 is(d)(3) is hereby amended as follows:

Sec. 30-413. - RM-1, two-family residential district.

(d) Property development regulations. Property development regulations are as follows:

(3) Maximum building height: 35 feet ~~with a maximum of two stories.~~

SECTION 8. Chapter 30, Land Development Regulations, Article IV, Zoning, Section 30-414(d)(8) is hereby amended as follows:

Sec. 30-414. - RM-2, multiple-family residential district.

(d) Property development regulations. Property development regulations are as follows:

(8) Maximum building height: 35 feet ~~with a maximum of two stories.~~

SECTION 9. Chapter 30, Land Development Regulations, Article IV, Zoning, Section 30-415(d)(7) is hereby amended as follows:

Sec. 30-415. - RM-3, residential-mixed use district.

(d) Property development regulations. Property development regulations (excluding townhouse development) are as follows:

(7) Maximum building height: 35 feet with a maximum of two stories west of Highway A1A, or 65 feet east of Highway A1A.

SECTION 10. CONFLICTING PROVISIONS. In the case of a direct conflict between any provision of this Ordinance and a portion or provision of any other appropriate federal, state or county law, rule, code or regulation, the more restrictive shall apply.

SECTION 11. SEVERABILITY CLAUSE. In the event a court of competent jurisdiction shall hold or determine that any part of this Ordinance is invalid or unconstitutional, the remainder of the Ordinance shall not be affected thereby and it will be presumed that the City Council for the City of Satellite Beach did not intend to enact such invalid and unconstitutional provision. It shall further be assumed that the City Council would have enacted the remainder of this Ordinance without said invalid or unconstitutional provision, thereby causing said remainder to remain in full force and effect.

SECTION 12. INCLUSION IN CODE. It is the intention of the City Council of the City of Satellite Beach that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Satellite Beach, Florida; and that the sections of this ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 13. REPEAL OF INCONSISTENT PROVISIONS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

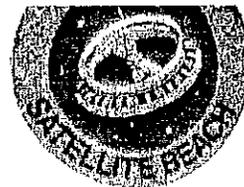
SECTION 14. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

SECTION 15. This Ordinance was duly passed on first reading at a regular meeting of the City Council on the ____ day of _____, 2016, and adopted on the second and final reading at a regular meeting of the City Council on the ____ day of _____, 2016.

FRANK P. CATINO, MAYOR

ATTEST:

LEONOR OLEXA, CMC, CITY CLERK



CITY OF SATELLITE BEACH
APPLICATION for CHANGE TO CITY CODE OF
SATELLITE BEACH

PZ# 7-16

RECEIVED
AUG 19 2016

Fee: \$500.00
Escrow: \$400.00

By: Building & Zoning

Name of Applicant: JOHN SILVERS Phone Number: (321) 848-3053

Address: 100 OCEAN SPRAY, SATELLITE BEACH, FL 32937

Code section number: 30-409(d)(3)

Proposed Code Amendment Language:

MAXIMUM BUILDING HEIGHT: 35 FEET

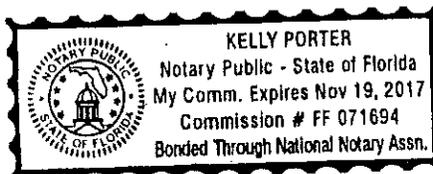
Reason or Justification for proposed code amendment. Use separate sheet if necessary.

PLEASE SEE ATTACHED SHEET

APPLICANT'S SIGNATURE:

[Handwritten Signature]

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 19th DAY OF August 2016
BY John Silvers
WHO IS PERSONALLY KNOWN TO ME OR
WHO HAS PRODUCED FL DL
AS IDENTIFICATION.



[Handwritten Signature]
Notary Public

Reason or justification for proposed code amendment for changing the Satellite Beach City Code Section 30-409(d)(3) from a maximum of two stories to a maximum to a 3 stories without increasing the 35 foot height maximum:

1) Thirty five feet is already allowed. This request would not change that. This request is only for deleting reference to number of stories and is a neutral action regarding the exterior size or appearance. Granting this request would have no negative consequences regarding the desire of Satellite Beach residents to maintain the low key, beach side ambience that we all cherish.

2) How a property owner configures their interior space within the building department guidelines should be at the discretion of the property owner.

3) Omitting the reference to 2 story will allow property owners additional options for use of their property without any imposition on the city or its residents.

4) Commercial property abutting residential property allows 35 foot building height without limiting the structure to 2 stories. Please reference 30-416 (e)(4) and other sections in the City Code.

5) I care for my elderly mother. Granting this request would give me the ability to have much needed living space for her care.

Zoning	Code Sec	Development Requirements
R1A		40'
R1	30-408(d)(3)	35' / 2 Story
R2	30-409(d)(3)	35' / 2 Story
R3	30-410(d)(3)	35' / 2 Story
R4	30-411(d)(3)	35' / 2 Story
R5	30-412(d)(3)	35' / 2 Story
RM1	30-413(d)(3)	35' / 2 Story
RM2	30-414(d)(8)	35' / 2 Story
RM3	30-415(d)(7)	35' / 2 Story (West of A1A)
RM4		96'
C		35'
LIU		35'

**PLANNING AND ZONING ADVISORY BOARD
REGULAR MEETING
September 19, 2016**

Pursuant to public notice Chairman Tom Romanisko convened a regular meeting of the Planning and Zoning Advisory Board on September 19, 2016 at 7:00 pm in the Council Chamber at City Hall, and led the Pledge of Allegiance. Board members present were Vice Chairman Frank Fortino, Dale Howlett, Sisi Packard. Also present were Building Official John Stone, Deputy Building Official Karl Baumann and Recording Secretary Danielle Forand. Steve Terry was absent.

PUBLIC HEARING:

[TIME 7:03] PZ #7-16 - a request for a code change to section 30-409(d)(3) that currently limits the building envelope to two stories regardless of building height.

Building Official John Stone introduced this item, and spoke in reference to the proposed code change. Discussion took place.

John Silver of 100 Ocean Spray Avenue discussed the application for the code change and proposed plans for the property. Discussion took place.

No public comment.

ACTION: Dale Howlett **MOVED, SECOND** by Sisi Packard to recommend approval for a code change to section 30-409 (d)(3) removing the two story maximum requirement in the RM2 zoning West of A1A. **VOTE:** All yes. **MOTION CARRIED.**

ACTION: Dale Howlett **MOVED, SECOND** by Frank Fortino to recommend approval for a code change that currently limits the building envelope to two stories in all residential zoning West of A1A. **VOTE:** All yes. **MOTION CARRIED.**

[TIME 7:30] PZ #8-16 - a request for a code change to section 30-516 (b) reducing fence height to less than 6 feet near water's edge for canal front properties.

Deputy Building Official Karl Baumann discussed the code change to 10 feet near water's edge for canal front properties.

Discussion took place.

Heather Barrett spoke in support of the code change and the current fence blocking the sight line to the canal.

Lance Smith inquired about the permitting for the current fence.

ACTION: SiSi Packard **MOVED, SECOND** by Dale Howlett to recommend approval for a code change to section 30-516 (b) reducing fence height to a maximum of 4 feet within 10 feet of the water's edge for canal front properties. **VOTE:** All yes. **MOTION CARRIED.**

[TIME 7:38] APPROVAL OF MINUTES: AUGUST 15, 2016

ACTION: Tom Romanisko **MOVED, SECOND** by Frank Fortino to approve the minutes of the August 15, 2016 meeting as presented. **VOTE:** All yes. **MOTION CARRIED.**

NEXT REGULAR MEETING: OCTOBER 17, 2016.

The meeting adjourned at 7:55 pm.

Respectfully submitted:

Danielle Forand
Recording Secretary



CITY COUNCIL AGENDA ITEM

#14

DISCUSS/TAKE ACTION ON ORDINANCE NO. 1134, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING APPROPRIATIONS OF FUNDS FOR THE FISCAL YEAR 2015/2016 BUDGET ORDINANCE NO. 1110; SAID ORDINANCE WAS PREVIOUSLY AMENDED BY ORDINANCE NO. 1118; PROVIDING AN EFFECTIVE DATE (FIRST READING)

To: City Manager Courtney Barker
From: Comptroller Jennifer Howland
Meeting Date: 11/2/2016
Department: Support Services

Recommended Action: Approve Ordinance No. 1134 on first reading.

Summary: In accordance with Florida Statutes each fund's budget shall not exceed their appropriations, therefore, the City is required to amend the FY 2015/2016 Budget at year-end.

Ordinance No. 1134 accounts for any significant changes in the FY 2015/2016 Budget and satisfies the requirements of Florida Statutes. The City is required to adopt a year-end budget amendment sixty days after completion of the fiscal year.

The budget amendment represents a tentative increase to the City Reserves in the General Fund of \$348,071.

A more detailed presentation will be presented to the Council at the meeting.

Budget Impacts: Revenues are sufficient to cover expenditures for fiscal year 2015/2016

Attachments:

- Ordinance No. 1134
- Exhibit A

ORDINANCE NO. 1134

AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING APPROPRIATIONS OF FUNDS FOR THE FISCAL YEAR 2015/2016 BUDGET ORDINANCE NO. 1110; SAID ORDINANCE WAS PREVIOUSLY AMENDED BY ORDINANCE NO. 1118; PROVIDING AN EFFECTIVE DATE (FIRST READING)

WHEREAS, revenue and expenditure estimates are made prior to the beginning of each fiscal year; and

WHEREAS, the Fiscal Year 2015/2016 Budget was previously amended mid-year by Ordinance No. 1118; and

WHEREAS, a change in circumstances regarding the projected revenues and expenditures has occurred making it appropriate to amend the Fiscal Year 2015/2016 budget; and

WHEREAS, each fund budget shall not exceed their appropriations per Florida Statute 166.241.

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

SECTION 1: The Fiscal Year 2015/2016 Budget previously amended by Ordinance No. 1118 of the City of Satellite Beach is hereby amended as follows and shown in detail as attached hereto and by reference made a part hereof as Exhibit "A":

General Fund

Increase Total Revenues by \$289,999 for a total budget of **\$10,985,888**

Community Services Fund

Increase Total Revenues by \$231,919 for a total budget of **\$307,721**.

Stormwater Utility Fund

Increase Total Revenues by \$0 for a total budget of **\$632,703**

Law Enforcement Trust Fund

Increase Total Revenues by \$0 for a total budget of **\$207**

Community Redevelopment Trust Fund

Decrease Total Revenues by \$0 for a total budget of **\$2,394,693**

Capital Assets Fund

Increase Total Revenues by \$423,400 for a total budget of **\$3,136,467**.

Health Insurance Fund

Increase Total Revenues by \$31,792 for a total budget of **\$1,238,849**.

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

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

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

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

FRANK P. CATINO, MAYOR

ATTEST:

LEONOR OLEXA, CMC, CITY CLERK

FISCAL YEAR 2015/2016

General Fund Revenues - Detailed

GENERAL FUND - 001 / DEPARTMENT DETAIL - 000

ACCT. NO.	REVENUE SOURCE	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
TAXES - PROPERTY						
311.01.00	Ad Valorem Tax (8.2900 mills)	5,574,093	5,926,427	5,895,283	-	5,926,427
311.02.00	Ad Valorem Tax - Delinquent	-	-	-	-	-
	Subtotal:	5,574,093	5,926,427	5,895,283	-	5,926,427
TAXES - OTHER						
312.41.00	Share of Local Option Gas Tax	437,585	412,000	483,307	71,307	483,307
312.51.00	Ins Prem Tax - Firefighter's Pension (175)	95,299	124,527	112,018	-	124,527
312.52.00	Ins Prem Tax - Police Pension (185)	113,359	114,036	123,692	9,656	123,692
315.00.00	Communications Service Tax	428,137	460,000	403,528	-	460,000
316.01.00	Local Business Tax - Current	50,817	46,500	40,597	-	46,500
	Subtotal:	1,125,197	1,157,063	1,163,142	80,963	1,238,026
FRANCHISE AND PERMIT FEES						
322.00.00	Board of Adjustment/ Administrative Fees	-	1,500	1,080	-	1,500
322.00.01	PZAB/ Admin Fees	-	-	500	500	500
322.01.00	Building Permits	154,565	154,000	143,699	-	154,000
322.02.00	Miscellaneous Building Permits	540	1,000	-	-	1,000
323.10.00	Electricity Franchise Fees	585,295	575,000	599,710	24,710	599,710
323.40.00	Gas Franchise Fees	14,340	15,000	13,979	-	15,000
323.70.00	Waste Management Franchise Fees	100,434	110,000	102,272	-	110,000
329.01.00	Beach Fire Permits	12,710	12,401	14,034	1,632	14,033
329.03.00	Alarm Permits	905	600	900	300	900
329.04.00	Solicitors Permits	45	-	140	140	140
	Subtotal:	868,834	869,501	876,313	27,282	896,783
INTERGOVERNMENTAL						
334.20.03	Bulletproof Vest Grant	-	-	1,000	1,000	1,000
334.20.14	FDLE JAG 2016 Bite Suit	-	-	1,000	1,000	1,000
334.49.00	FL Traffic Light Maintenance Fees	12,335	12,336	21,280	8,944	21,280
335.12.00	State Revenue Sharing	299,275	282,000	303,294	21,294	303,294
335.14.00	Mobile Home License Tax	280	300	366	66	366
335.15.00	Alcoholic Beverage License	5,517	6,300	5,543	-	6,300
335.18.00	Half-Cent State Sales Tax	551,340	517,123	569,769	52,646	569,769
335.21.00	Firefighters Supplemental Income	4,680	5,040	9,350	4,310	9,350
335.49.00	Fuel Tax Refund	5,288	4,300	5,851	1,551	5,851
338.01.00	Share of County Business Tax	4,222	2,000	4,398	2,398	4,398
339.01.00	PILOT - Hunt Community, Inc.	107,686	106,095	101,179	-	106,095
	Subtotal:	1,003,513	935,494	1,023,030	93,209	1,028,703

General Fund Revenues - Detailed

GENERAL FUND - 001 / DEPARTMENT DETAIL - 000

ACCT. NO.	REVENUE SOURCE	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
CHARGES FOR SERVICES						
341.90.01	Other Charges & Fees	30	1,000	-	-	1,000
341.90.02	Copying & Record Search	5,065	3,000	4,391	1,391	4,391
342.10.00	School Resource Officer Agreement	62,600	62,000	63,600	1,600	63,600
342.20.00	Fire Inspection Service	6,970	13,800	10,120	-	13,800
343.90.00	Lot Mowing	-	100	-	-	100
347.20.00	Program Activity Fees	482,237	435,000	468,000	33,000	468,000
347.50.01	Tennis Courts	19,321	19,849	21,971	2,122	21,971
347.50.02	Ballfield Fees	7,216	6,509	12,635	6,126	12,635
347.50.03	Racquetball Courts	1,291	1,326	1,026	-	1,326
347.50.04	Pelican Beach Park (PBP) Facility Rental	23,670	23,554	24,470	916	24,470
347.50.05	Skate Park Fees	4,804	5,369	6,183	814	6,183
347.50.06	Civic Center Fees	15,841	10,025	15,345	5,320	15,345
347.50.07	Gym & Game Room Fees	7,720	7,031	6,823	-	7,031
347.50.08	Schechter Center Rental Fees	8,289	7,693	9,196	1,503	9,196
347.50.09	Dog Park Fees	9,935	9,372	10,127	755	10,127
347.50.10	PBP Clubhouse Rental	43,536	45,000	54,600	9,600	54,600
349.01.00	Vending Machines & PBP Vendors	1,209	838	923	85	923
349.02.00	Non-Resident Fees	570	600	170	-	600
	Subtotal:	700,305	652,066	709,579	63,232	715,298
FINES & FORFEITS						
351.50.01	Court Fines & Forfeits	37,920	40,000	40,556	556	40,556
351.50.02	Parking Fines	930	830	1,095	265	1,095
351.50.03	Police Education	1,910	2,690	1,748	-	2,690
354.00.00	Equipment Violations	168	150	104	-	150
354.01.00	Alarm Fines	15	200	-	-	200
359.01.00	Restitution	500	750	-	-	750
	Subtotal:	41,443	44,620	43,504	821	45,441
MISCELLANEOUS						
361.10.00	Interest on Investments	16,799	12,000	21,384	9,384	21,384
361.10.01	Interest-County Ad Valorem Tax	185	65	735	670	735
366.00.00	General Donations	100	-	-	-	-
366.00.02	Fundraising Projects	245	1,055	1,075	20	1,075
366.12.00	Contributions/Donations to PD	825	1,500	-	-	1,500
366.13.00	Contributions/Donations to FD	10,393	1,155	2,970	1,815	2,970
366.14.00	Contributions/Donations to Rec	100	500	350	-	500
366.15.00	Contributions/Donations to PW	1,895	200	200	-	200
369.09.00	Safety Program Insurance Grant	951	4,015	5,000	985	5,000
369.90.00	Miscellaneous Revenue	6,552	402	9,836	9,434	9,836
369.90.01	Insurance Proceeds	-	5,000	7,184	2,184	7,184

GENERAL FUND - 001 / DEPARTMENT DETAIL - 000

ACCT. NO.	REVENUE SOURCE	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
MISCELLANEOUS (Continued)						
369.90.04	Refund Prior-Year Expense	691	475	475	-	475
369.90.05	Reimbursement of Expenses	3,605	5,000	4,985	-	5,000
	Subtotal:	42,341	31,367	54,195	24,492	55,859
	Subtotal Revenues:	9,355,725	9,616,538	9,765,046	289,999	9,906,537
OTHER REVENUE SOURCES						
380.00.00	Unrestricted Fund Balance	-	232,915	232,915	-	232,915
381.01.20	Transfer from Recycling Trust Fund	-	10,000	10,000	-	10,000
381.01.25	Transfer from Stormwater Utility Fund	138,796	138,796	107,852	-	138,796
381.01.40	Transfers In Fm 140-ILA-CRA	167,974	167,974	167,974	-	167,974
381.01.41	Transfers In Fm 140-ILA County-TIF	173,195	245,771	245,771	-	245,771
381.01.42	Transfer from CRA-Excess	37,885	283,895	134,275	-	283,895
	Subtotal Other Revenue Sources:	517,850	1,079,351	898,787	-	1,079,351
	Total All Funds:	9,873,575	10,695,889	10,663,833	289,999	10,985,888

GENERAL FUND - 001 / DEPARTMENT DETAIL - 011

ACCT. NO.	EXPENDITURE CLASSIFICATION	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
OPERATING						
511.40.00	Travel/Business Trip Expenses	10,416	9,050	11,900	2,850	11,900
511.52.00	Operating Expenses	238	229	55	-	229
511.52.02	Wearing Apparel	123	100	-	-	100
511.54.00	Tuition, Memberships, Publications	5,120	2,700	1,944	-	2,700
	Subtotal:	15,897	12,079	13,899	2,850	14,929
NON-OPERATING						
511.90.00	Mayor's Discretionary Fund	421	1,100	725	-	1,100
	Subtotal:	421	1,100	725	-	1,100
	TOTAL LEGISLATIVE EXPENDITURES:	16,318	13,179	14,624	2,850	16,029

GENERAL FUND - 001 / DEPARTMENT DETAIL - 012

ACCT. NO.	EXPENDITURE CLASSIFICATION	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
PERSONNEL						
512.12.00	Salaries	119,362	92,633	92,651	-	92,633
512.12.01	Vacation & Sick Leave Sell back	1,136	2,320	1,278	-	2,320
512.14.00	Overtime	73	500	-	-	500
512.21.00	FICA	9,565	8,425	7,464	-	8,425
512.22.00	Retirement Contributions	4,770	4,330	4,364	-	4,330
512.23.00	Health Insurance	21,248	13,900	13,864	-	13,900
512.23.01	Dental Insurance	-	934	862	-	934
512.23.02	Life Insurance	-	82	81	-	82
512.23.03	Eye Insurance	-	277	272	-	277
512.24.00	Workers Compensation	-	139	104	-	139
	Subtotal:	156,154	123,540	120,941	-	123,540
OPERATING						
512.40.00	Travel/Business Trip Expenses	3,409	3,380	3,886	-	3,380
512.41.04	Legal Ads, Recording	6,200	6,500	5,755	-	6,500
512.46.00	Equipment Maintenance	4,463	4,976	5,184	-	4,976
512.47.01	Codification	7,164	6,152	1,848	-	6,152
512.49.00	Minor Apparatus	-	250	381	-	250
512.49.01	Vehicle Registrations and Tags	-	625	543	-	625
512.49.03	Election Costs	-	1,500	48	-	1,500
512.52.00	Operational Supplies	1,026	550	547	-	550
512.54.00	Tuition, Membership, & Publications	762	750	1,462	-	750
	Subtotal:	23,270	24,683	19,654	-	24,683
TOTAL CITY CLERK'S OFFICE EXPENDITURES:		179,424	148,223	140,595	-	148,223

GENERAL FUND - 001 / DEPARTMENT DETAIL - 013

ACCT. NO.	EXPENDITURE CLASSIFICATION	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
PERSONNEL						
513.12.00	Salaries	462,062	471,900	486,902	15,000	486,900
513.12.01	Vacation & Sick Leave Sell back	2,217	4,525	2,217	-	4,525
513.13.00	Part-Time Wages	5,000	-	6,520	-	-
513.14.00	Overtime	538	-	-	-	-
513.21.00	FICA	34,893	34,354	36,083	-	34,354
513.22.00	Retirement Benefits	18,185	20,910	21,029	-	20,910
513.23.00	Health Insurance	60,950	80,657	66,231	-	80,657
513.23.01	Dental Insurance	-	3,108	2,543	-	3,108
513.23.02	Life Insurance	-	315	304	-	315
513.23.03	Eye Insurance	-	830	501	-	830
513.24.00	Workers Compensation	-	788	592	-	788
	Subtotal:	583,846	617,387	622,921	15,000	632,387
OPERATING						
513.31.12	Professional Services-Payroll Processing	41,499	44,761	38,093	-	44,761
513.32.00	Audits	38,000	38,500	33,500	-	38,500
513.40.00	Travel/Business Trip Expenses	12,644	10,000	11,205	-	10,000
513.41.01	Internet	2,993	800	-	(800)	-
513.46.00	Equipment Maintenance	6,873	4,500	4,852	-	4,500
513.49.00	Minor Apparatus	2,248	2,500	3,586	-	2,500
513.52.00	Operating Expenses	5,531	8,000	13,230	-	8,000
513.52.02	Wearing Apparel	40	-	-	-	-
513.54.00	Tuition, Membership, & Publications	4,768	6,000	8,196	-	6,000
	Subtotal:	114,597	115,061	112,661	(800)	114,261
CAPITAL OUTLAY						
513.64.01	Computers & Software	4,682	-	-	-	-
	Subtotal:	4,682	-	-	-	-
TOTAL SUPPORT SERVICES DEPARTMENT EXPENDITURES:		703,126	732,448	735,582	14,200	746,648

General Government Services Operating Expenditures

GENERAL FUND - 001 / DEPARTMENT DETAIL - 019

ACCT. NO.	EXPENDITURE CLASSIFICATION	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
PERSONNEL						
519.22.00	Retirement	370,855	341,136	341,136	-	341,136
519.23.01	Retiree Insurance	85,143	90,260	94,950	-	90,260
519.23.02	Health Partial Self Insurance	-	149,591	266,347	117,000	266,591
519.24.00	Workers' Compensation	1,292	6,000	5,053	-	6,000
519.25.00	Unemployment Compensation	7,413	6,000	-	-	6,000
	Subtotal:	464,703	592,987	707,485	117,000	709,987
OPERATING						
519.31.00	Legal Services	78,910	75,000	91,695	16,700	91,700
519.31.03	Professional Svcs-Comprehensive Plan	12,960	11,376	18,500	-	11,376
519.31.04	Engineering Services	1,430	-	21,820	21,820	21,820
519.31.05	Professional Svcs-New Emp'ee Medicals	2,235	2,500	6,235	-	2,500
519.31.07	Professional Services-Consultants	1,575	2,932	3,532	-	2,932
519.31.09	Professional Services-City Actuary	-	15,000	-	-	15,000
519.40.01	PFP Conference Expenses	-	800	-	-	800
519.40.02	GEP Conference Expenses	-	800	-	-	800
519.41.00	Communications (Beachcaster)	28,789	29,000	33,190	-	29,000
519.41.01	Internet	11,921	15,000	29,425	15,000	30,000
519.41.02	Telephone	36,343	35,000	38,343	-	35,000
519.41.05	Security Call Box/Cameras	2,372	2,049	1,977	-	2,049
519.42.00	Postage	11,458	14,000	6,113	-	14,000
519.43.00	Electricity	176,106	190,000	175,279	-	190,000
519.43.01	Sewer & Water	26,610	25,000	30,322	-	25,000
519.45.00	Insurance-Property, Liability, Auto, Flood	196,314	204,965	209,741	-	204,965
519.47.00	Printing, All Departments	4,432	3,600	2,632	-	3,600
519.47.02	Copier Rental	13,122	12,500	12,912	-	12,500
519.49.00	Minor Apparatus	2,120	1,000	166	-	1,000
519.49.02	Grant Expenses	599	-	-	-	-
519.49.06	Banking Fees	2,395	7,500	7,406	-	7,500
519.49.13	Bad-Debt Write Off	-	200	-	-	200
519.49.51	FDEP/ECFRPC Community Resiliency	12,646	-	-	-	-
519.51.00	Office Supplies	6,517	5,100	5,534	-	5,100
519.51.01	Copier Paper	2,182	3,250	2,205	-	3,250
519.52.00	Operating Expenses	-	-	2,421	-	-
519.54.00	Tuition, Higher Education, Memberships	5,602	7,500	8,226	-	7,500
519.54.03	Space Coast EDC	-	2,500	2,500	-	2,500
	Subtotal:	636,638	666,572	710,176	53,520	720,092

General Government Services Operating Expenditures

GENERAL FUND - 001 / DEPARTMENT DETAIL - 019

ACCT. NO.	EXPENDITURE CLASSIFICATION	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
CAPITAL OUTLAY						
519.64.01	Admin Computers/Software	-	-	-	-	-
	Subtotal:	-	-	-	-	-
NON-OPERATING						
519.90.01	Refund Prior-Year Revenue	-	-	-	-	-
	Subtotal:	-	-	-	-	-
TOTAL GENERAL GOVERNMENT SERVICES EXPENDITURES:		1,101,341	1,259,559	1,417,662	170,520	1,430,079

Police Department Operating Expenditures

GENERAL FUND - 001 / DEPARTMENT DETAIL - 021

ACCT. NO.	EXPENDITURE CLASSIFICATION	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
PERSONNEL						
521.12.00	Salaries	1,442,809	1,522,673	1,573,747	-	1,522,673
521.12.01	Vacation & Sick Leave Sell back	30,303	37,023	37,023	-	37,023
521.12.02	Holiday Pay	46,801	49,860	24,550	-	49,860
521.13.00	Part-Time Wages	35,920	55,375	33,734	-	55,375
521.14.00	Overtime	97,080	65,500	85,375	-	65,500
521.15.00	Dispatchers Shift Differential	4,920	6,575	11,174	-	6,575
521.15.01	Incentives	15,322	20,660	14,522	-	20,660
521.21.00	FICA	129,094	134,451	132,512	-	134,451
521.22.00	Retirement Contributions - 401a City	9,463	13,885	11,985	-	13,885
521.22.01	Retirement Contributions - Pension City	276,998	395,681	291,704	-	395,681
521.22.02	Retirement Contributions - State (185)	113,359	114,036	123,692	-	114,036
521.23.00	Health Insurance	327,882	275,000	271,451	-	275,000
521.23.01	Dental Insurance	-	13,320	13,728	-	13,320
521.23.02	Life Insurance	-	1,373	1,375	-	1,373
521.23.03	Eye Insurance	-	3,045	2,861	-	3,045
521.24.00	Workers Compensation	-	27,850	20,886	-	27,850
	Subtotal:	2,529,950	2,736,307	2,650,318	-	2,736,307
OPERATING						
521.35.00	Investigative Expenses	1,502	3,000	514	-	3,000
521.40.00	Travel/Business Trip Expenses	2,562	4,500	3,143	-	4,500
521.41.01	Internet	9,058	11,500	-	(11,500)	-
521.44.00	Equipment Rental	5,699	8,000	3,891	-	8,000
521.46.00	Equipment Maintenance	59,930	29,000	33,086	-	29,000
521.49.00	Minor Apparatus	13	1,500	3,959	-	1,500
521.49.08	Emergency Preparedness	-	250	-	-	250
521.49.09	Crime Prevention	76	750	4,223	-	750
521.49.10	Emergency Response Team	-	500	443	-	500
521.52.00	Operating Expenses	12,169	17,000	14,715	-	17,000
521.52.01	Accreditation Expenses	1,684	500	856	-	500
521.52.02	Wearing Apparel	8,550	8,000	12,217	-	8,000
521.52.09	Purchases with Donated Money - PD	-	1,000	-	-	1,000
521.54.00	Tuition, Membership, Publications	2,339	2,300	3,399	-	2,300
521.54.03	State-Funded Training	4,133	3,000	-	-	3,000
521.54.04	City-Funded Training	7,089	9,000	6,525	-	9,000
521.54.05	City-Funded Training 911 Grant	10,488	-	940	-	-
	Subtotal:	125,291	99,800	87,912	(11,500)	88,300
TOTAL POLICE DEPARTMENT EXPENDITURES:		2,662,880	2,836,107	2,738,230	(11,500)	2,824,607

GENERAL FUND - 001 / DEPARTMENT DETAIL - 022

ACCT. NO.	EXPENDITURE CLASSIFICATION	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
PERSONNEL						
522.12.00	Salaries	811,113	863,065	898,122	35,100	898,165
522.12.01	Vacation & Sick Leave Sell back	20,381	27,804	27,804	-	27,804
522.12.02	Holiday Pay	19,590	15,000	10,257	-	15,000
522.13.00	Part-Time Wages	7,949	17,800	12,693	-	17,800
522.14.00	Overtime	77,767	81,570	84,565	-	81,570
522.15.01	City Incentives	65,952	60,250	73,402	-	60,250
522.15.02	State-Mandated Incentives	6,594	6,240	8,353	-	6,240
522.21.00	FICA	73,673	79,350	78,321	-	79,350
522.22.00	401a Retirement Contributions	742	1,490	1,498	-	1,490
522.22.01	Retirement Contributions - City Pension	234,603	250,315	270,475	20,160	270,475
522.22.02	Retirement Contributions - State (175)	95,299	124,527	112,018	(12,509)	112,018
522.23.00	Health Insurance	214,771	219,300	212,949	-	219,300
522.23.01	Dental Insurance	-	7,760	7,413	-	7,760
522.23.02	Life Insurance	-	901	867	-	901
522.23.03	Eye Insurance	-	1,956	1,937	-	1,956
522.24.00	Workers Compensation	-	25,684	19,264	-	25,684
	Subtotal:	1,628,433	1,783,012	1,819,938	42,751	1,825,763
OPERATING						
522.31.06	Professional Services - Medical	5,263	8,900	10,524	1,700	10,600
522.34.00	Contract Services/Volunteers	17,043	19,438	17,186	-	19,438
522.40.00	Travel/Business Trip Expenses	3,449	4,525	8,364	-	4,525
522.41.01	Internet	3,952	4,081	-	(4,081)	-
522.46.00	Equipment Maintenance	14,373	7,260	9,425	-	7,260
522.46.02	Motor Vehicle Maintenance	15,802	19,830	27,845	8,100	27,930
522.49.00	Minor Apparatus	5,586	4,300	14,267	10,000	14,300
522.52.00	Operational Supplies	14,249	15,714	11,042	-	15,714
522.52.02	Wearing Apparel	3,368	8,575	3,466	-	8,575
522.52.10	Purchases with Donated Money - FD	3,674	1,155	6,918	-	1,155
522.54.00	Tuition, Memberships, Publications	7,513	8,295	7,500	-	8,295
	Subtotal:	94,273	102,073	116,538	15,719	117,792
TOTAL FIRE DEPARTMENT EXPENDITURES:		1,722,706	1,885,085	1,936,475	58,470	1,943,555

GENERAL FUND - 001 / DEPARTMENT DETAIL - 024

ACCT. NO.	EXPENDITURE CLASSIFICATION	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
PERSONNEL						
524.12.00	Salaries	185,980	214,100	213,993	-	214,100
524.12.01	Vacation & Sick Leave Sell back	-	3,300	3,210	-	3,300
524.14.00	Overtime	216	425	-	-	425
524.21.00	FICA	14,591	15,850	16,342	-	15,850
524.22.00	Retirement Contributions	7,733	9,438	9,396	-	9,438
524.23.00	Health Insurance	25,176	26,000	25,996	-	26,000
524.23.01	Dental Insurance	-	1,460	1,454	-	1,460
524.23.02	Life Insurance	-	120	117	-	120
524.23.03	Eye Insurance	-	275	230	-	275
524.24.00	Workers Compensation	-	651	488	-	651
	Subtotal:	233,697	271,619	271,225	-	271,619
OPERATING						
524.34.06	Other Contract Services	1,950	1,200	305	-	1,200
524.40.00	Travel/Business Trip Expenses	2,546	2,800	3,125	-	2,800
524.41.01	Internet	1,367	1,731	-	(1,731)	-
524.46.00	Equipment Maintenance	-	700	26	-	700
524.49.00	Minor Apparatus	-	159	-	-	159
524.51.01	Code Enforcement Expenses	391	50	261	-	50
524.52.00	Operating Expenses	231	2,180	1,670	-	2,180
524.52.02	Wearing Apparel	-	150	-	-	150
524.54.00	Tuition, Membership, Publications	3,595	2,250	1,079	-	2,250
	Subtotal:	10,080	11,220	6,465	(1,731)	9,489
TOTAL BUILDING & ZONING DEPARTMENT EXPENDITURES:		243,777	282,839	277,691	(1,731)	281,108

GENERAL FUND - 001 / DEPARTMENT DETAIL - 039

ACCT. NO.	EXPENDITURE CLASSIFICATION	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
PERSONNEL						
539.12.00	Salaries	593,669	620,979	635,745	-	620,979
539.12.01	Vacation & Sick Leave Sell back	12,062	9,920	9,930	-	9,920
539.14.00	Overtime	14,037	11,600	17,576	-	11,600
539.15.01	Incentives	422	500	252	-	500
539.21.00	FICA	48,384	49,189	50,045	-	49,189
539.22.00	Retirement Contributions	17,957	25,000	22,235	-	25,000
539.23.00	Health Insurance	162,355	161,561	139,487	-	161,561
539.23.01	Dental Insurance	-	7,548	6,898	-	7,548
539.23.02	Life Insurance	-	469	471	-	469
539.23.03	Eye Insurance	-	1,822	1,575	-	1,822
539.24.00	Workers Compensation	-	9,000	6,748	-	9,000
	Subtotal:	848,885	897,588	890,962	-	897,588
OPERATING						
539.40.00	Travel/Business Trip Expenses	585	1,500	-	-	1,500
539.41.01	Internet	324	433	-	(433)	-
539.44.00	Equipment Rentals	4,664	5,000	1,569	-	5,000
539.46.00	Equipment Maintenance	14,897	15,000	30,760	-	15,000
539.46.02	Motor Vehicle Maintenance	48,076	40,000	46,531	-	40,000
539.46.03	Traffic Signal (Contract)	7,898	6,500	10,124	-	6,500
539.46.04	Building & Grounds Maintenance	69,045	74,000	54,290	-	74,000
539.46.05	Contract Maintenance	139,475	142,000	160,299	-	142,000
539.46.06	Sign Maintenance	3,818	3,000	2,843	-	3,000
539.49.00	Minor Apparatus	2,732	6,400	6,180	-	6,400
539.52.00	Operating Expenses	3,774	3,500	3,677	-	3,500
539.52.02	Wearing Apparel	3,706	4,000	4,326	-	4,000
539.52.03	Motor Vehicle Fuels	89,481	125,000	80,496	-	125,000
539.52.05	Janitorial Supplies	17,667	19,000	18,520	-	19,000
539.53.00	Road Materials & Supplies	12,515	12,000	10,764	-	12,000
539.53.01	Sidewalks and Crosswalks	8,836	11,500	10,507	-	11,500
539.54.00	Tuition, Membership, Publications	384	500	1,012	-	500
	Subtotal:	428,374	469,333	441,898	(433)	468,900
CAPITAL OUTLAY						
539.64.02	Equipment	1,407	-	-	-	-
	Subtotal:	1,407	-	-	-	-
TOTAL PUBLIC WORKS DEPARTMENT EXPENDITURES:		1,278,667	1,366,921	1,332,861	(433)	1,366,488

GENERAL FUND - 001 / DEPARTMENT DETAIL - 072

ACCT. NO.	EXPENDITURE CLASSIFICATION	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
PERSONNEL						
572.12.00	Salaries	181,689	206,422	218,044	-	206,422
572.12.01	Vacation & Sick Leave Sell back	6,710	36,456	3,355	-	36,456
572.13.00	Part-Time Wages	95,610	90,870	97,249	-	90,870
572.14.00	Overtime	1,456	1,920	1,893	-	1,920
572.21.00	FICA	22,624	25,679	24,310	-	25,679
572.22.00	Retirement Contributions	3,850	3,920	5,706	-	3,920
572.23.00	Health Insurance	33,655	32,300	29,000	-	32,300
572.23.01	Dental Insurance	-	1,371	1,667	-	1,371
572.23.02	Life Insurance	-	105	104	-	105
572.23.03	Eye Insurance	-	168	179	-	168
572.24.00	Workers Compensation	-	8,438	6,328	-	8,438
	Subtotal:	345,594	407,649	387,834	-	407,649
OPERATING						
572.34.01	Program Instructors	347,436	344,886	344,811	-	344,886
572.34.02	Program Activities	8,724	9,750	8,354	-	9,750
572.34.03	Community Activities	1,702	4,100	3,527	-	4,100
572.40.00	Travel/Business Trip Expenses	283	1,600	233	-	1,600
572.46.00	Equipment Maintenance	11,449	14,105	14,399	-	14,105
572.46.04	Building & Grounds Maintenance	1,944	2,200	2,128	-	2,200
572.47.00	Printing & Binding	4,591	5,250	4,726	-	5,250
572.49.00	Minor Apparatus	4,321	4,550	4,748	-	4,550
572.52.00	Operating Expenses	3,664	4,410	4,124	-	4,410
572.52.02	Wearing Apparel	-	200	194	-	200
572.54.00	Tuition, Membership, Publications	173	725	779	-	725
	Subtotal:	384,287	391,776	388,021	-	391,776
TOTAL RECREATION DEPARTMENT EXPENDITURES:		729,881	799,425	775,855	-	799,425

GENERAL FUND - 001 / DEPARTMENT DETAIL - 081

ACCT. NO.	EXPENDITURE CLASSIFICATION	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
INTERFUND TRANSFERS						
581.91.25	Transfer to Stormwater Fund	23,000	-	-	-	-
581.91.40	Transfer to CRA	754,078	867,447	867,447	-	867,447
581.91.41	Transfer to CRA - City Repayment	35,338	35,338	35,338	-	35,338
581.91.42	Transfer to CRA - Special	149,868	-	-	-	-
581.91.50	Transfer to Capital Assets Fund	-	178,870	178,870	-	178,870
	Subtotal:	962,284	1,081,655	1,081,655	-	1,081,655
	TOTAL INTERFUND TRANSFERS:	962,284	1,081,655	1,081,655	-	1,081,655

Additions to Fund Balance (City Reserves)

GENERAL FUND - 001 / DEPARTMENT DETAIL - 090

ACCT. NO.	EXPENDITURE CLASSIFICATION	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
RESERVES						
590.90.01	Addition to Reserves	273,173	290,448	212,603	57,623	348,071
TOTAL ADDITIONS TO RESERVES:		<u>273,173</u>	<u>290,448</u>	<u>212,603</u>	<u>57,623</u>	<u>348,071</u>
TOTAL GENERAL FUND EXPENDITURES:		<u>9,873,575</u>	<u>10,695,889</u>	<u>10,663,833</u>	<u>289,999</u>	<u>10,985,888</u>

COMMUNITY SERVICES FUND - 101 / DEPARTMENT DETAIL - AS SHOWN

ACCT. NO.	REVENUE SOURCE	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
MISCELLANEOUS						
RECYCLING TRUST FUND						
120-361.10.00	Interest - Recycling Revenue	132	166	99	-	166
120-365.00.00	Sale of Recyclables	12,426	11,900	18,230	6,330	18,230
120-369.90.00	Other Miscellaneous Revenues	-	-	22	-	-
	Subtotal:	12,558	12,066	18,351	6,330	18,396
SAMSONS ISLAND TRUST FUND						
130-361.10.00	Interest - Samsons Island	4	30	7	(23)	7
130-366.00.00	Donations - Samsons Island	1,627	200	409	209	409
	Subtotal:	1,631	230	415	185	415
BEAUTIFICATION TRUST FUND						
131-361.10.00	Interest - Beautification Board	60	100	48	-	100
131-366.00.00	Donations - Beautification Board	100	500	-	-	500
131-366.00.02	Fundraising Projets	498	-	100	-	-
131-369.90.06	Satellite Beach Tags	617	400	860	-	400
131-369.90.07	Beautification Board Tree Sale	1,985	1,200	-	-	1,200
	Subtotal:	3,260	2,200	1,008	-	2,200
ADVANCED LIFE SUPPORT TRUST FUND						
641-342.90.00	Fire Department Classes	-	250	-	-	250
641-361.10.00	Interest - Advanced Life Support	70	150	185	-	150
641-366.00.00	Donations - Advanced Life Support	1,550	500	102,100	101,600	102,100
	Subtotal:	1,620	900	102,285	101,600	102,500
GENERAL DONATIONS TRUST FUND						
642-361.10.00	Interest -General Donations	19	100	113	-	100
642-361.10.99	Interest - Loss on Investments	-	5	-	-	5
642-366.00.00	Donations - General Donations	2,404	1,200	102,361	101,161	102,361
642-369.90.00	Other Misc Revenues	32	-	-	-	-
	Subtotal:	2,455	1,305	102,473	101,161	102,466

COMMUNITY SERVICES FUND - 101 / DEPARTMENT DETAIL - AS SHOWN

ACCT. NO.	REVENUE SOURCE	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
RECREATION TRUST FUND						
643-361.10.00	Interest - Recreation Trust Fund	91	120	111	-	120
643-366.00.03	Donations for Tennis Improvements	455	100	137	-	100
643-366.00.04	Donations for Skate Park	260	200	48	-	200
643-369.90.04	Refund of Prior Year Expenses	-	100	-	-	100
	Subtotal:	805	520	296	-	520
	Subtotal MISCELLANEOUS:	22,329	17,221	224,829	209,276	226,497
OTHER REVENUE SOURCES						
120-380.00.00	Fund Balance - Recycling Trust Fund	-	46,204	63,440	22,869	69,073
130-380.00.00	Fund Balance - Samsons Island	-	-	-	-	-
131-380.00.00	Fund Balance - Beautification	-	-	-	-	-
641-380.00.00	Fund Balance - Advanced Life Support	-	-	-	-	-
642-380.00.00	Fund Balance - General Donations	2,669	1,967	-	(1,967)	-
643-380.00.00	Fund Balance - Recreation Trust	850	10,410	12,375	1,741	12,151
	Subtotal OTHER REVENUE SOURCES:	3,519	58,581	75,815	22,643	81,224
	TOTAL COMMUNITY SERVICES FUND REVENUES:	25,848	75,802	300,644	231,919	307,721

COMMUNITY SERVICES FUND - 101 / DEPARTMENT DETAIL - AS SHOWN

ACCT. NO.	EXPENDITURE CLASSIFICATION	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
OPERATING						
RECYCLING TRUST FUND						
120-537.31.01	Professional Svcs-Sustainability	-	2,500	23,000	20,500	23,000
120-537.34.05	Citywide Office Recycling	4,831	600	792	-	600
120-537.34.06	Invasive Tree Removal Incentive	-	20,000	14,130	-	20,000
120-537.34.07	Public Education	-	-	5,000	5,000	5,000
120-537.48.01	Public Education Supplies	-	-	3,745	3,745	3,745
120-537.49.06	Banking Fees - Recycling	191	170	124	(46)	124
120-537.82.00	Contributions - Surfside PTO	-	25,000	25,000	-	25,000
	Subtotal:	5,022	48,270	71,791	29,199	77,469
SAMSONS ISLAND TRUST FUND						
130-572.49.06	Banking Fees - Samsons Island	15	50	1	-	50
	Subtotal:	15	50	1	-	50
BEAUTIFICATION TRUST FUND						
131-572.48.02	Fundraising Expenses	2,113	-	797	797	797
131-572.49.06	Banking Fees - Beautification	71	120	59	-	120
131-572.49.12	Beautification Projects	690	-	9	-	-
	Subtotal:	2,874	120	865	797	917
ADVANCED LIFE SUPPORT TRUST FUND						
641-522.49.06	Banking Fees - Advanced Life Support	57	175	268	93	268
641-522.52.00	Operational Supplies - General Donations	-	-	6,500	6,500	6,500
641-522.54.00	Tuition, Membership & Publications	65	-	5,800	5,800	5,800
641-522.55.01	CPR Training Classes	465	-	660	660	660
	Subtotal:	587	175	13,228	13,053	13,228
GENERAL DONATIONS TRUST FUND						
642-521.49.06	Banking Fees - General Donations	15	20	193	173	193
642-521.52.00	Operational Supplies - General Donations	3,812	2,612	2,959	347	2,959
642-521.52.02	Wearing Apparel - General Donations	1,297	640	694	54	694
	Subtotal:	5,124	3,272	3,846	574	3,846
RECREATION TRUST FUND						
643-572.48.02	Fundraising Expenses	110	300	490	190	490
643-572.49.00	Minor Apparatus - Recreation Trust	114	500	2,037	1,537	2,037
643-572.49.06	Banking Fees - Recreation Trust	1,432	130	144	14	144
643-590.90.02	Additions to Reserves	-	-	-	-	-
	Subtotal:	1,656	930	2,671	1,741	2,671
	Subtotal - MISCELLANEOUS:	15,278	52,817	92,402	45,364	98,181

COMMUNITY SERVICES FUND - 101 / DEPARTMENT DETAIL - AS SHOWN

ACCT. NO.	EXPENDITURE CLASSIFICATION	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
NON-OPERATING						
120-581.90.01	Transfer to General Fund - Recycling	-	10,000	10,000	-	10,000
643-581.91.50	Transfer to Capital Asset Fund - Rec	-	10,000	10,000	-	10,000
	Subtotal:	-	20,000	20,000	-	20,000
ADDITION TO RESERVES						
120-590.90.02	Reserves - Recycling Trust	7,535	-	-	-	-
130-590.90.02	Reserves - Samsons Island Trust	1,616	180	414	185	365
131-590.90.02	Reserves - Beautification Board	385	2,080	143	(797)	1,283
641-590.90.02	Reserves - Advanced Life Support Trust	1,033	725	89,058	88,547	89,272
642-590.90.02	Reserves - General Donations Trust	-	-	98,627	98,620	98,620
643-590.90.02	Reserves - Recreation Trust	-	-	-	-	-
	Subtotal:	10,570	2,985	188,242	186,555	189,540
TOTAL COMMUNITY SERVICES FUND EXPENDITURES:		25,848	75,802	300,644	231,919	307,721

STORMWATER UTILITY FUND - 125 / DEPARTMENT DETAIL - 000

ACCT. NO.	REVENUE SOURCE	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
OPERATING						
343.70.00	Stormwater Utility Fee	498,441	512,303	497,595	-	512,303
MISCELLANEOUS						
361.10.00	Interest	544	400	1,126	-	400
369.90.01	Miscellaneous Revenue		-	1,405	-	-
			400	2,531	-	400
OTHER REVENUE SOURCES						
380.00.00	Fund Balance	-	-	-	-	-
381.00.01	Transfer from General Fund	23,000	-	-	-	-
381.00.50	Transfer from Capital Assets Fund	-	120,000	120,000	-	120,000
TOTAL STORMWATER UTILITY FUND REVENUES:		521,985	632,703	620,126	-	632,703

STORMWATER UTILITY FUND - 125 / DEPARTMENT DETAIL - AS SHOWN

ACCT. NO.	EXPENDITURE CLASSIFICATION	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
OPERATING						
000-538.31.04	Professional Services - Engineering	3,742	-	-	-	-
000-538.34.04	Stormwater Management Plan	11,296	-	3,538	-	-
000-538.34.06	Stormwater Assessment Roll	5,086	-	5,087	-	-
000-538.46.08	Storm Sewer Maintenance	23,740	115,174	27,816	-	115,174
000-538.49.06	Banking Fees	-	573	983	-	573
000.538.52.00	Operating Expenses	1,598	-	1,598	-	-
	Subtotal:	45,462	115,747	39,022	-	115,747
CAPITAL OUTLAY						
000-538.63.17	Lori Laine Water Basin Project	3,980	-	1,990	-	-
000-538.63.19	Thyme St Stormwater Improvements	8,549	-	-	-	-
000-538.63.20	DeSoto Field Stormwater Improvements	10,560	120,000	5,280	-	120,000
	Subtotal:	23,089	120,000	7,270	-	120,000
NON-OPERATING						
081-538.91.01	Transfer to General Fund	138,796	138,796	107,852	-	138,796
081-538.91.50	Transfer to Capital Assets Fund	-	-	-	-	-
	Subtotal:	138,796	138,796	107,852	-	138,796
DEBT SERVICE						
082-538.71.01	Lease Principal - PNC Bank DeSoto Baffle	143,859	87,292	87,291	-	87,292
082-538.71.11	Lease Principal - 09/10 Stormwater Projects	121,785	129,274	129,274	-	129,274
082-538.72.01	Lease Interest- PNC Bank DeSoto Baffle	8,242	1,435	1,434	-	1,435
082-538.72.11	Lease Interest- 09/10 Stormwater Projects	37,651	30,163	30,162	-	30,163
	Subtotal:	311,538	248,164	248,162	-	248,164
ADDITIONS TO RESERVES						
090-590.90.02	Additions to Reserves	3,101	9,996	217,821	-	9,996
	Subtotal:	3,101	9,996	217,821	-	9,996
TOTAL STORMWATER UTILITY FUND EXPENDITURES:		521,985	632,703	620,126	-	632,703

LAW ENFORCEMENT TRUST FUND - 135 / DEPARTMENT DETAIL - 000

ACCT. NO.	REVENUE SOURCE	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
MISCELLANEOUS						
351.20.00	Confiscated Property	4,806	-	35	-	-
361.10.00	Interest	76	110	93	-	110
	Subtotal:	4,882	110	128	-	110
OTHER REVENUE SOURCES						
380.00.00	Fund Balance	-	97	-	-	97
TOTAL LAW ENFORCEMENT TRUST FUND REVENUES:		4,882	207	128	-	207

LAW ENFORCEMENT TRUST FUND - 135 / DEPARTMENT DETAIL - AS SHOWN

ACCT. NO.	EXPENDITURE CLASSIFICATION	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
OPERATING						
000-521.49.06	Banking Fees	207	207	104	-	207
	Subtotal:	207	207	104	-	207
ADDITION TO RESERVES						
090-590.90.02	Additions to Reserve	4,675	-	24	-	-
TOTAL LAW ENFORCEMENT TRUST FUND EXPENDITURES:		4,882	207	128	-	207

COMMUNITY REDEVELOPMENT TRUST FUND - 140 / DEPARTMENT DETAIL - AS SHOWN

ACCT. NO.	REVENUE SOURCE	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
INTERGOVERNMENTAL						
000-338.00.00	TIF Payment from Brevard County	424,265	476,070	476,070	-	476,070
	Subtotal:	424,265	476,070	476,070	-	476,070
MISCELLANEOUS						
000-361.10.00	Interest	2,826	4,500	3,838	-	4,500
000-361.10.99	Interest - Loss on Investments	-	166	-	-	166
	Subtotal:	3,886	4,666	3,838	-	4,666
OTHER REVENUE SOURCES						
000-380.00.00	Fund Balance from Redevelopment Fund	-	288,424	-	-	288,424
000-271.00.04	Reserve - Beach Access Improvements	-	306,532	288,092	-	306,532
000-271.00.04	Reserve - A1A Engineering and Construction	-	416,216	396,553	-	416,216
081-381.00.01	Transfer from GF - City TIF Payment	754,078	867,447	867,447	-	867,447
081-381.00.02	Transfer from GF - City Repayment of TIF	35,338	35,338	35,338	-	35,338
081-381.00.03	Transfer from GF - Special	149,868	-	-	-	-
	Subtotal:	939,284	1,913,957	1,587,430	-	1,913,957
TOTAL COMMUNITY REDEVELOPMENT TRUST FUND REVENUES:		1,367,435	2,394,693	2,067,338	-	2,394,693

COMMUNITY REDEVELOPMENT TRUST FUND - 140 / DEPARTMENT DETAIL - AS SHOWN

ACCT. NO.	EXPENDITURE CLASSIFICATION	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
OPERATING						
000-559.31.00	Legal Services	6,221	10,000	9,902	-	10,000
000-559.31.04	Engineering Services	1,114	-	2,995	-	-
000-559.31.07	Consultant Fees	3,240	-	-	-	-
000-559.34.07	Return to County - Brev Co. Agreement	126,974	144,341	144,341	-	144,341
000-559.34.08	TIF Excess Return - County	-	189,264	72,302	-	189,264
000-559.40.00	Travel & Training	1,290	7,000	-	-	7,000
000-559.48.01	Façade Grant Program	-	65,000	65,000	-	65,000
000-559.49.06	Banking Fees	3,554	4,500	4,525	-	4,500
000-559.52.00	Operating Supplies	1,412	20,000	24,131	-	20,000
000-559.54.00	Membership, & Publications	1,790	1,600	175	-	1,600
	Subtotal:	148,302	441,705	323,371	-	441,705
NON-OPERATING						
081-581.91.01	Transfer-Return to City - Brev Co. Agrmnt	167,974	245,771	245,771	-	245,771
081-581.91.02	Transfer-Interlocal Agreement (City/CRA)	173,195	167,974	167,974	-	167,974
081-581.91.03	Transfer-TIF Excess Return - City	37,885	283,895	134,275	-	283,895
	Subtotal:	379,054	697,640	548,020	-	697,640
DEBT SERVICE						
082-559.71.02	CRA Line of Credit - Principal	288,200	307,864	300,400	-	307,864
082-559.72.02	CRA Line of Credit - Interest	179,056	200,736	167,239	-	200,736
	Subtotal:	467,256	508,600	467,639	-	508,600
CAPITAL OUTLAY						
000-559.69.01	Pelican Beach Park Project	7,170	-	-	-	-
000-559.69.03	A1A Streetscape Project	3,784	416,216	396,553	-	416,216
000-559.69.06	Shell Street Project (Beach Access)	308,419	306,532	288,092	-	306,532
000-559.69.25	Beach Access Signage Project	-	24,000	15,000	-	24,000
	Subtotal:	319,373	746,748	699,645	-	746,748
ADDITION TO RESERVES						
090-590.90.02	Additions to Reserves - A1A Streetscape	-	-	19,663	-	-
090-590.90.02	Additions to Reserves - Beach Access Signage	53,451	-	9,000	-	-
	Subtotal:	53,451	-	28,663	-	-
TOTAL COMMUNITY REDEVELOPMENT TRUST FUND EXPENDITURES:		1,367,435	2,394,693	2,067,338	-	2,394,693

CAPITAL ASSETS FUND - 150 / DEPARTMENT DETAIL - AS SHOWN

ACCT. NO.	REVENUE SOURCE	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
TAXES						
000-314.10.00	Utility Tax - Electricity	446,262	587,481	744,597	157,116	744,597
000-314.80.00	Utility Tax - Propane	14,138	23,717	16,902	-	23,717
	Subtotal:	460,400	611,198	761,499	157,116	768,314
INTERGOVERNMENTAL						
000-337.20.02	Brevard Co Impact Fee Program	178,822	-	-	-	-
	Subtotal:	178,822	-	-	-	-
MISCELLANEOUS						
000-361.10.00	Interest	5,471	939	4,524	3,585	4,524
000-366.00.08	Donation - Soccer Field Lighting	-	50,000	52,400	2,400	52,400
000-369-09.00	Safety Program Insurance Grant	3,825	-	-	-	-
	Subtotal:	9,296	50,939	56,924	5,985	56,924
OTHER REVENUE SOURCES						
000-380.00.00	Fund Balance	-	184,060	19,822	37,898	221,958
000-380.00.00	Fund Balance-2015 Capital Projects	-	1,678,000	1,900,401	222,401	1,900,401
000-384.00.00	Debt Proceeds	2,500,000	-	-	-	-
081-381.90.01	Transfer from General Fund	-	178,870	178,870	-	178,870
081-381.90.11	Transfer from Community Svcs Fund	-	10,000	10,000	-	10,000
	Subtotal:	2,500,000	2,050,930	2,109,092	260,299	2,311,229
TOTAL CAPITAL ASSETS FUND REVENUES:		3,148,518	2,713,067	2,927,515	423,400	3,136,467

CAPITAL ASSETS FUND - 150 / DEPARTMENT DETAIL - AS SHOWN

ACCT. NO.	EXPENDITURE CLASSIFICATION	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
GENERAL GOVERNMENT						
000-519.46.00	Equipment Maintenance	33,367	50,100	79,522	31,000	81,100
000-519.49.06	Banking Fees	8,438	881	6,377	6,000	6,881
Subtotal General Government:		41,805	50,981	85,900	37,000	87,981
IMPROVEMENTS						
000-539.63.16	Roosevelt Reconstruction	-	900,000	1,050,066	151,000	1,051,000
000-539.63.18	Annual Street Repaving Projects	95,293	658,000	869,002	220,000	878,000
000-539.69.17	Soccer Field Lighting Project	-	168,000	206,014	-	168,000
000-539.69.19	Air Conditioner Replacements	6,567	30,000	10,825	-	30,000
000-539.69.20	Septic Tank Elimination - Ballfields	-	-	1,136	-	-
000-572.69.20	DRS Center Dance Floor Replacement	-	90,720	90,720	-	90,720
000-572.69.21	Tennis Court Resurfacing	33,248	-	-	-	-
000-572.69.22	Playground Replacements	-	38,000	80,454	-	38,000
000-572.69.23	Skate Park Renovations	-	200,000	4,854	-	200,000
000-572.69.24	Tennis Court Relighting	-	24,000	-	-	24,000
000-572.69.25	Roof Replacements (all buildings)	-	20,000	20,725	-	20,000
000-572.69.26	Floor Replacements (all facilities)	-	13,050	13,014	-	13,050
000-572.69.27	Dune Crossovers and Dock Repairs	-	4,000	6,735	-	4,000
000-572.69.28	Ballfield Fencing	-	10,000	12,650	-	10,000
Subtotal:		135,108	2,155,770	2,366,196	371,000	2,526,770
SUPPORT SERVICES DEPARTMENT						
013-513.64.01	Administrative Computers & Software	8,025	23,000	-	-	23,000
013-513.64.02	Citywide Administrative Equipment	-	-	-	-	-
013-513.64.04	Administrative Vehicles	-	30,000	-	(30,000)	-
Subtotal:		8,025	53,000	-	(30,000)	23,000
POLICE DEPARTMENT						
021-521.64.01	Police Computers & Software	-	-	-	-	-
021-521.64.02	Police Equipment	-	10,000	-	-	10,000
021-521.64.04	Police Vehicles	70,985	93,000	123,732	30,000	123,000
Subtotal:		70,985	103,000	123,732	30,000	133,000
FIRE DEPARTMENT						
022-522.64.01	Fire Computers & Software	-	-	-	-	-
022-522.64.02	Fire Equipment	-	41,000	44,875	4,000	45,000
022-522.64.04	Fire Vehicles	-	-	11,400	11,400	11,400
Subtotal:		-	41,000	56,275	15,400	56,400

CAPITAL ASSETS FUND - 150 / DEPARTMENT DETAIL - AS SHOWN

ACCT. NO.	EXPENDITURE CLASSIFICATION	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
PUBLIC WORKS DEPARTMENT						
039-539.64.02	Public Works Equipment	23,156	25,000	11,099	-	25,000
039-539.64.04	Public Works Vehicles	-	-	-	-	-
	Subtotal:	23,156	25,000	11,099	-	25,000
RECREATION DEPARTMENT						
072-572.64.01	Recreation Computers & Software	-	-	-	-	-
072-572.64.04	Recreation Equipment	-	-	-	-	-
	Subtotal:	-	-	-	-	-
	Subtotal Departmental Capital Assets:	237,274	2,377,770	2,557,302	386,400	2,764,170
DEBT SERVICE						
082-517.71.20	Lease Principal - PD '13 Dodge Charger	7,327	7,627	7,626	-	7,627
082-517.71.21	Lease Principal - Pinnacle Police RMS	56,810	58,595	58,595	-	58,595
082-517.71.22	Lease Principal - 2014 Ferrara Fire Truck	38,144	33,533	33,533	-	33,533
082-517.72.20	Lease Interest - PD '13 Dodge Charger	936	637	637	-	637
082-517.72.21	Lease Interest - Pinnacle Police RMS	11,204	9,420	9,420	-	9,420
082-517.72.22	Lease Interest - 2014 Ferrara Fire Truck	4,517	9,129	9,128	-	9,129
082-517.72.23	Interest \$2.5 mil Utility Tax Note	-	45,375	45,375	-	45,375
082-517.73.23	Cost of Bond Issuance-\$2.5m	31,900	-	-	-	-
	Subtotal:	150,838	164,316	164,313	-	164,316
	Total Operating Expenditures:	429,918	2,593,067	2,807,515	423,400	3,016,467
NON-OPERATING						
081-581.91.25	Transfer to Stormwater Fund	-	120,000	120,000	-	120,000
	Subtotal:	-	120,000	120,000	-	120,000
RESERVES						
090-590.90.02	Additions to Reserves	2,718,601	-	-	-	-
		2,718,601	-	-	-	-
	Total Non-Operating & Reserves:	2,718,601	120,000	120,000	-	120,000
	TOTAL CAPITAL ASSETS FUND EXPENDITURES:	3,148,518	2,713,067	2,927,515	423,400	3,136,467

HEALTH INSURANCE FUND - 501 / DEPARTMENT DETAIL - 000

ACCT. NO.	REVENUE SOURCE	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
CHARGES FOR SERVICES						
389.70.10	Health Ins Premiums - City Cost	-	808,585	758,977	(49,607)	758,978
389.70.11	Health Ins Premiums - Employee Cost	-	173,733	133,899	(39,833)	133,900
389.70.20	Health Ins Premiums - Retiree City Cost	-	70,014	74,490	4,476	74,490
389.70.21	Health Ins Premiums - Retiree Cost	-	5,134	5,134	-	5,134
389.70.50	Health Insurance - Supplemental Funding	-	149,591	266,347	116,756	266,347
HEALTH INSURANCE FUND REVENUES:		-	1,207,057	1,238,847	31,792	1,238,849

HEALTH INSURANCE FUND - 501 / DEPARTMENT DETAIL - 000

ACCT. NO.	EXPENDITURE CLASSIFICATION	ACTUAL FY 14/15	AMENDED BUDGET FY 15/16	YTD As of 9/30/2016	Proposed BA Inc<Reduc> FY 15/16	AMENDED BUDGET FY 15/16
OPERATING EXPENDITURES						
519.31.01	Professional Services	-	338,088	75,190	(262,897)	75,191
519.31.13	Stop Loss Insurance	-	-	278,899	278,900	278,900
519.45.01	Insurance	-	743,234	691,276	(51,957)	691,277
519.52.00	Operating Expenses	-	-	5,945	5,945	5,945
		-	1,081,322	1,051,311	(30,009)	1,051,313
FUND BALANCE ALLOCATION						
090-590.99.00	Working Capital	-	-	63,610	63,610	63,610
090-590.90.02	Additions to Reserves	-	125,735	123,926	(1,809)	123,926
		-	125,735	187,537	61,801	187,536
HEALTH INSURANCE FUND EXPENDITURES:		-	1,207,057	1,238,847	31,792	1,238,849



CITY COUNCIL AGENDA ITEM

#15

DISCUSS/TAKE ACTION ON EMPLOYEE HEALTH CENTER AGREEMENTS

- INTERLOCAL AGREEMENT BETWEEN THE CITIES OF COCOA, COCA BEACH, ROCKLEDGE, AND SATELLITE BEACH
- EMPLOYEE HEALTH CENTER SERVICES AGREEMENT
- LEASE AGREEMENT

To: City Manager Courtney Barker

From: Assistant City Manager Suzanne Sherman

Meeting Date: 11/2/2016

Department: Support Services

Recommended Action: Authorize the Mayor and City Manager to sign the agreements for the employee health center.

Summary: In response to rising health care insurance costs, City Council set two goals in 2015 to address this issue, and specifically agreed to:

- "Pursue employees' health clinic with other partners."
- "Be vigilant for other ideas to reduce healthcare costs for the City and the employees while maintaining employee benefits."

For FY 2016/2017, we are preparing for the implementation of the employee health center. Gehring Group has been assisting us in exploring a shared employee health center concept for the cities of Cocoa, Cocoa Beach, Rockledge, and Satellite Beach. The City of Indian Harbour Beach originally considered being involved as well, but they are unable to participate at present.

The employee health center model is designed to smooth out the budgetary impact of steep and unpredictable rises in health insurance costs. This is accomplished in large part by shifting costs for general practitioner visits and basic prescription medications from the City's partially self-funded health plan with Cigna, where these costs are highly variable, and moving them into the employee health center model, where costs are closely monitored and volume purchasing helps to keep prescription costs under control.

In December 2015, Gehring Group released a Request for Proposals document to further evaluate the feasibility of a health center. Three vendor responses were received (CareHere, ImWell Health, Treasure Coast Medical Associates) and staff from the participating cities sat in on vendor presentations and further evaluation discussion with Gehring Group. Before moving forward with this process, Gehring Group also suggested the cities review an option to piggy-back off of an existing employee health center contract between the City of Cocoa and CareATC.

We reviewed the City of Cocoa's request for proposals process, bid documents, ranking information, and agreements, and confirmed that it would be acceptable for Satellite Beach to piggy-back off of the CareATC agreement. After meetings to learn more about the success of the Cocoa employee health center, and based on the willingness of the City of Cocoa to share both their existing site and the new location with the participating cities, all cities' managers recommended to move forward with CareATC. At the July 20, 2016 meeting, City Council approved the FY 2016/2017 health plan renewal and authorized the City Manager to sign a letter of intent with CareATC.

The purpose of this agenda item is to present the agreements necessary to establish the employee health center. Those agreements include:

- **Interlocal Agreement Between the Cities of Cocoa, Cocoa Beach, Rockledge and Satellite Beach:** This agreement connects back to the City of Cocoa's current agreement with CareATC, and sets forth the terms and conditions under which the parties will use both the Cocoa and Satellite Beach health centers. This includes detail on the estimated costs for the first year facility build-out and operating costs, and how these will be split between the four participating cities. Facility build-out costs are estimated at \$100,000 and will be shared by all cities except Cocoa. The cost split would be allocated by a percentage based upon the total number of employees at each city. The Satellite Beach estimate for the one-time costs is \$23,503. The operating costs of the center include fixed administrative fees and staffing costs that will also be split out based on each city's employee count. Medical supplies and prescriptions will be pass-through costs paid by each city based upon usage. The Satellite Beach estimate for these first-year costs is \$80,111, but will be dependent upon actual use of the center.
- **Employee Health Center Services Agreement:** This agreement is between the City of Satellite Beach and CareATC, and is based off of the City of Cocoa's health center services agreement and provides terms related to responsibilities, scope of work, and other details related to the actual operation of the health center.
- **Lease Agreement:** This lease agreement provides the terms between the City of Satellite Beach (as landlord) and CareATC (as tenant) in their use of City-owned space at the David R. Schechter Community Center.

If approved, the Satellite Beach employee health center is scheduled to open in early 2017 and will be located in a portion of the existing Police Athletic League/Teen Zone space in the David R. Schechter Community Center. Additionally, employees of each participating city will also have shared use of the existing employee health center in the City of Cocoa.

Budget Impacts: The FY 2016/2017 General Government Services Department budget includes funding for the estimated operating costs of \$80,111. The Satellite Beach cost share for construction and start-up of the center (\$23,503) was originally included in the FY 2015/2016 budget, but has not yet been

budgeted in the new fiscal year. There is funding available in the Capital Assets Fund for this expense, and a future budget amendment will reflect these project expenses.

Attachments:

- Interlocal Agreement Between The Cities of Cocoa, Coca Beach, Rockledge, and Satellite Beach
- Employee Health Center Services Agreement
- Lease Agreement

Prepared by and Return to:

Anthony A. Garganese
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Orlando, FL 32802-2873
(407) 425-9566

**INTERLOCAL AGREEMENT
BETWEEN
THE CITIES OF COCOA, COCOA BEACH, ROCKLEDGE AND SATELLITE BEACH
(Sharing Employee Health Center Services)**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this ____ day of October, 2016, by and between the **CITIES OF COCOA, COCOA BEACH, ROCKLEDGE, AND SATELLITE BEACH**, each of which is a Florida municipal corporation (hereinafter collectively referred to as "Parties").

WITNESSETH:

WHEREAS, the Parties currently provide group health service benefits to their respective employees, retirees and dependents in accordance with their own individual policies and programs; and

WHEREAS, in accordance with its own policies and programs, Cocoa has also established an Employee Health Center within the jurisdictional limits of the city of Cocoa, located at 128 Lemon Street, Cocoa, Florida 32922 (hereinafter referred to as the "Cocoa Health Center"), to provide additional health service opportunities for its eligible employees, retirees and dependents to improve their health and productivity by providing voluntary, convenient health care options; and

WHEREAS, prior to the effective date of this Agreement, Cocoa retained the services of CareATC, Inc., an Oklahoma company (hereinafter referred to as "CATC") to serve as the medical services administrator of the Cocoa Health Center, pursuant to a

competitively awarded bid and written agreement dated June 14, 2016 (“CATC Agreement”); and

WHEREAS, the CATC Agreement generally provides that CATC will furnish health professionals to provide certain limited health services at the Cocoa Health Center including, but not limited to, treating minor illnesses; conducting health assessments, physicals and screenings; providing vaccinations, acute and injury care and laboratory services; and dispensing of certain medications; and

WHEREAS, Satellite Beach is currently in the process of designing and constructing its own health center, within the jurisdictional limits of Satellite Beach located at 1087 S. Patrick Drive, Satellite Beach, Florida 32937, for its employees, retirees and dependents, which is scheduled to open and commence providing health services in Satellite Beach’s 2016/2017 fiscal year (hereinafter referred to as the “Satellite Beach Health Center”); and

WHEREAS, Cocoa and Satellite Beach wish to share their respective health centers with all of the Parties whereby each Party will be able to afford their respective employees, retirees and dependents an opportunity to voluntarily utilize the two health centers in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, it is the intent and purpose of this Agreement to set forth the terms and conditions under which the eligible employees, retirees and dependents of the Parties may utilize the Cocoa and Satellite Beach Health Centers and costs will be shared by the Parties for the buildout and start-up of the Satellite Beach Health Center and for medical services provided at the health centers; and

WHEREAS, the Parties also desire to continue to cooperate and coordinate the provision of medical services at the Cocoa and Satellite Beach Health Centers in an efficient and economical manner; and

WHEREAS, the Parties have common power to provide health benefits and medical services and facilities for the benefit of their respective employees, retirees and dependents; and

WHEREAS, because of the common interest of the Parties in providing economical, convenient and cost efficient health benefits and medical services to employees, retirees and dependents, the Parties recognize that it may be more efficient, convenient and economical, when feasible, for the Parties to share the use of the Cocoa and Satellite Beach Health Centers, and to share in certain health center costs, than for each party to independently construct and operate their own health center; and

WHEREAS, in furtherance of this recognition, the Parties are agreeable to share the utilization and expense of the Cocoa and Satellite Beach Health Centers under the terms and conditions of this Agreement; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 163 and 166, Florida Statutes and other applicable law; and

WHEREAS, the Parties hereto have determined that this Agreement is in furtherance of the health, safety and welfare of their respective employees, retirees and dependents and the public interest;

NOW THEREFORE, in consideration of the mutual promises and consideration stated herein, the Parties hereby agree as follows:

Section 1. Recitals. The above recitals contained therein are deemed true and correct and are hereby incorporated herein by this reference.

Section 2. Purpose. The purpose of this Agreement is to set forth the terms and conditions under which the Parties will: (A) allow their respective eligible employees, retirees and dependents to voluntarily utilize the Cocoa Health Center and the Satellite Beach Health Center; (B) share in the costs related to the construction and start-up of the Satellite Beach Health Center; and (C) allocate and share in the costs related to the provision of medical services at the Cocoa Health Center and the Satellite Beach Health Center.

Section 3. Common Medical Services Administrator at the Health Centers. The Parties acknowledge and agree that in order to make the sharing of the Cocoa and Satellite Beach Health Centers administratively and operationally practicable and feasible, the Parties must agree to have one medical services administrator responsible for providing the health care professionals responsible for operating the centers and providing medical services to eligible employees, retirees, and dependents. The medical services administrator shall be solely responsible for providing the medical services at the health centers, invoicing all covered medical services provided at the health centers and for invoicing the Parties for costs shared pursuant to this Agreement.

3.1 In furtherance of this intention, the Parties agree that CATC shall serve as the initial medical services administrator under this Agreement until the term of the CATC Agreement expires or Cocoa and/or CATC elect to terminate the CATC Agreement or this Agreement is terminated by the Parties.

3.2 In furtherance of making CATC the initial health services administrator under this Agreement, Satellite Beach agrees to retain CATC as the initial medical services administrator of the Satellite Beach Health Center by agreeing to the terms and

conditions of the CATC Agreement. Said Agreement will be approved and entered into by Satellite Beach and CATC pursuant to the “piggy back” authorization set forth in Paragraph 39 of the CATC Agreement. The Parties acknowledge, however, some of the provisions set forth in the CATC Agreement may need to be technically and non-substantively amended to specifically tailor the agreement to Satellite Beach’s health center rather than Cocoa’s health center, provided such amendments are permitted by law, agreeable to the other Parties, and do not conflict with the terms and conditions of this Agreement.

3.3 In furtherance of making CATC the initial health services administrator, Cocoa Beach and Rockledge shall also similarly agree to retain CATC under the terms and conditions of the CATC Agreement. Cocoa Beach and Rockledge may need to make technical and non-substantive amendments to specifically tailor the agreement to their interests, such as deleting provisions regarding the leasing and build-out of space for a health center within their respective municipal boundaries. Such amendments must be permitted by law, agreeable to the other Parties, and not conflict with the terms and conditions of this Agreement.

3.4 Upon the effective date of this Agreement, the Parties agree that the CATC Agreement, and any technical and non-substantive amendments made by Satellite Beach, Cocoa Beach and Rockledge, shall govern the provision of medical services to the employees, retirees, and dependents of the Parties at the Cocoa and Satellite Beach Health Centers and shall be the basis of determining cost allocation and sharing between the Parties under this Agreement.

3.5 Cocoa may renew the CATC Agreement pursuant to the terms and conditions stated therein. Cocoa will provide at least sixty (60) days written notice to the

other Parties of its intent to renew the CATC Agreement. If Cocoa provides notice of its intent to renew the CATC Agreement and proceeds with the renewal thereof, each of the other Parties shall either proceed with renewing the CATC Agreement before the term expires or their participation in this Agreement will terminate when the current term of the CATC Agreement expires.

3.6 Except as provided in Section 3.9, once all of the Parties approve the CATC Agreement (as may be technically and non-substantively amended by the Parties, except Cocoa), any amendments to the CATC Agreement shall require consent of all of the Parties.

3.7 If Cocoa elects not to renew the term of the CATC Agreement, or if Cocoa and/or CATC terminates the CATC Agreement, the Parties agree to jointly participate in a competitive bid process to select a new medical services administrator. Cocoa agrees to be the lead agency in the competitive bid process. Any new medical services administrator shall be retained by written agreement pursuant to terms and conditions mutually agreeable to the Parties.

3.8 If Satellite Beach elects not to renew the term of the CATC Agreement, or if Satellite Beach and/or CATC terminates the CATC Agreement, Satellite Beach will provide at least sixty (60) days written notice to the other Parties of its intent not to renew and/or terminate the CATC Agreement. Upon receipt of such notice, the Parties agree to promptly meet to determine whether the Parties will jointly participate in a competitive bid process to select a new medical services administrator in a manner set forth in Section 3.7, or Satellite Beach will be deemed to have withdrawn from this Agreement and the Parties will no longer be authorized to use the Satellite Beach

Health Center facility once withdrawal and the winding up of all financial and other responsibilities and obligations under this Agreement have been completed.

3.9 Any Party may enter into individual contractual addendums with CATC, or the current medical services administrator approved by the Parties under this Agreement, to provide their respective eligible employees, retirees and dependents supplemental medical services at the Cocoa and Satellite Beach Health Care Centers, provided said supplemental services do not: (A) require any structural modifications to the health centers; (B) require the purchase of additional medical devices and equipment; (C) interfere with the provision of base medical services provided to all of the Parties at the health centers; (D) require or obligate any other Party not a party to the addendum to pay any portion of costs of the supplemental medical services. Notwithstanding the aforesaid, a Party may propose entering into an addendum for supplemental medical services that would, if approved, require structural modifications to the health centers and/or the purchase or lease of additional medical devices and equipment pursuant to the approval process set forth in Section 3.10 of this Agreement.

3.10 Any addendum requiring structural modifications to the Cocoa and/or Satellite Beach Health Centers or the purchase or lease of additional medical devices and equipment shall not be effective or binding until all of the following conditions are satisfied:

(A) The Party proposing the structural modifications or the purchase of additional medical devices and equipment shall provide to all of the other Parties at least sixty (60) days prior written notice of its intention to enter into such an addendum.

(B) If the addendum proposes structural modifications to the Cocoa and/or Satellite Beach Health Centers, written consent shall be required by the Party owning

the affected health center. Said consent shall be at the sole discretion of the Party owning the affected health center; provided, however, if the structural modifications will impact the hours of operation of the affected health center, the prior written consent of all of the Parties shall also be required regarding the amended hours of operations.

(C) If the addendum proposes the purchase or lease of additional medical devices and equipment, the Party proposing the purchase or lease shall provide written assurance to the other Parties that said Party shall be solely responsible for the purchase or lease and maintenance of the devices and equipment unless otherwise mutually agreed to by all of the Parties in writing.

3.11 Nothing herein shall be construed to prohibit the Parties and CATC to mutually agree to renegotiate and approve one joint medical services administrator contract in the future in lieu of individual and multiple agreements.

Section 4. Ownership and Maintenance of Health Center Facilities; Hours of Operation.

4.1 Cocoa shall remain the sole owner of the Cocoa Health Center facilities and shall be solely responsible for the maintenance and day-to-day operational needs of the Cocoa Health Center facilities and related infrastructure, subject to any lease between Cocoa and CATC or other medical services administrator authorized hereunder.

4.2 Satellite Beach shall be the sole owner of the Satellite Beach Health Center facilities and shall be solely responsible for the maintenance and day-to-day operational needs of the Satellite Beach Health Center facilities and related infrastructure, subject to any lease between Satellite Beach and CATC or other medical services administrator authorized hereunder.

4.3 For their respective health centers, Cocoa and Satellite Beach shall be responsible for the following maintenance and operational costs: Electricity, heat and cooling, ventilation, hot and cold water, lighting and bulb replacement, structural and cosmetic repairs to the facility, painting, security, access, grounds maintenance and property insurance unless otherwise agreed to by the Parties.

4.4 Cocoa and Satellite Beach shall have the sole discretion over any structural or site modifications to their respective health center facilities and property and the consent of the other Parties and/or CATC shall not be required to conduct such modifications.

4.5 The hours of operation of the health centers shall be established by mutual agreement of the Parties and CATC or other medical services administrator authorized under this Agreement. If the Parties cannot reach a mutual agreement, Cocoa and Satellite Beach shall approve the hours of operation. Upon agreement or approval by Cocoa and Satellite Beach, the Parties shall publish a written schedule of hours operation for the benefits of all employees, retirees and dependents.

Section 5. Authorized Use of Cocoa and Satellite Beach Health Centers;
Non-Discrimination.

5.1 Eligible employees, retirees and dependents of the Parties shall be authorized to use the Cocoa and Satellite Beach Health Centers in accordance with terms and conditions of this Agreement. Each Party shall be solely responsible for determining who is or is not an eligible employee, retiree and dependent under their respective group health plans. Each Party shall maintain an up-to-date Eligibility List of all of their respective eligible employees, retirees and dependents and their social security numbers (or unique identifier deemed acceptable to the medical services

administrator). Such list shall meet the requirements of the medical services administrator and be maintained on file with the medical services administrator at all times. Persons not on the Eligibility List on file with the medical services administrator shall not be permitted to use the Cocoa and Satellite Beach Health Centers. The Eligibility List must be updated by each Party no less than monthly by the 5th of each month.

5.2 The Parties agree that there shall be no discrimination in the performance of this Agreement against any employee, retiree or dependent or other person by reason of the individual's race, color, religion, sex, sexual preference, genetic information, handicap, age, or national origin.

Section 6. Cost Sharing Related to the Construction and Start-Up of the Satellite Beach Health Center. The actual build-out and start-up costs of the Satellite Beach Health Center shall be pro-rated between Satellite Beach, Cocoa Beach and Rockledge based on an estimated proportionate use of the center determined by the number of each Party's eligible employees and retirees (excluding Cocoa), as set forth on the attached **EXHIBIT "A"** of this Agreement. Reimbursement shall occur within thirty (30) days of receipt of said invoice. This Section 6 does not apply to Cocoa because Cocoa has already constructed its health center and is agreeing to share the use of said center with the other Parties without any pro-rated reimbursement for Cocoa's build-out and start-up costs.

6.1 The Parties will require CATC to invoice Cocoa Beach, Rockledge, and Satellite Beach for all costs in accordance with **EXHIBIT "A"** and to itemize costs between build-out and start-up costs.

6.2 If Satellite Beach terminates Cocoa Beach's and/or Rockledge's access to the Satellite Beach Health Center prior to the third anniversary of the Effective Date of this Agreement, Satellite Beach will refund Cocoa Beach and/or Rockledge their respective prorated share of the actual build-out (not start-up) costs paid pursuant to this Section based on the following refund schedule:

- a. Within one year of the Effective Date: seventy-five percent (75%).
- b. More than one year, but less than two years from the Effective Date: fifty percent (50%).
- c. More than two years, but less than three years from the Effective Date: twenty-five percent (25%).

The refund shall be paid within thirty (30) days of the access being terminated by Satellite Beach.

Section 7. Cost Sharing and Allocation of Operating Expenses for the Cocoa and Satellite Beach Health Centers. The Parties agree to share and allocate operating costs related to the Cocoa and Satellite Beach Health Centers as follows:

7.1 Costs shall be equitably allocated to each Party based on a percentage determined on an annual basis from each Party's number of eligible employees and retirees on a certain date versus the total number of all eligible employees and retirees for all Parties on that same date. The number of dependents shall be excluded from the annual determination. For example, if the total number of all eligible employees and retirees for all Parties is 1000 on that date and Cocoa had 395 eligible employees and retirees on that same date, Cocoa's percentage of the shared costs for the current year will be 39.5% of the costs required to be shared by the Parties. Upon the effective date of this Agreement, each Party's equitable percentage allocation is as follows:

City	Headcount	Percentage
Cocoa	492	48.6%
Cocoa Beach	191	18.9%
Rockledge	238	23.5%
Satellite Beach	91	9.0%
TOTAL	1012	100%

Commencing on the new fiscal year of the Parties on October 1, 2017, and every subsequent October 1st thereafter, the Parties shall equitably revise the percentages set forth in the table above based on each Party's actual headcounts on that date. The revised percentages shall be used to pro-rate shared operational costs in the upcoming new fiscal year. During the course of any fiscal year, any Party may call a meeting of the Parties for purposes of recalculating the percentages for the current fiscal year based on the occurrence of any one of the following events: (i) any Party has erroneously reported its headcount by an amount which would require the percentages to be corrected by one-half of one percent (0.5%) or more; or (ii) any Party's headcount has increased by ten percent or more during the course of any fiscal year. In such event, the percentages in the table shall be adjusted prospectively. However, if a Party determines that its own headcount was erroneously reported when submitted herein, or a majority of the Parties determines that the headcount of another Party was erroneously reported when submitted, the percentages shall be corrected and the pro-rated amounts previously paid by the Parties shall be retroactively adjusted and reconciled to reflect the correct headcounts. In addition, each Party has an affirmative obligation to promptly notify the other Parties regarding errors or increases in their headcounts that would warrant a recalculation of the percentages under this Section. If a Party fails to report an increase in headcounts that would warrant a recalculation of percentages, the other Parties, by unanimous consensus, may require that the

percentages to be corrected and the pro-rated amounts previously paid by the Parties shall be retroactively adjusted and reconciled, if necessary, to reflect the correct headcount.

7.2 Upon the effective date of this Agreement, the operational costs itemized in Exhibit "B", Section 4(d) of the CATC Agreement shall be pro-rated and shared between the Parties including:

- A. Payment for health professionals
- B. Payment for equipment, supplies, licenses, and permits
- C. Mail and shipping costs
- D. High speed internet service and computer networking
- E. Telephone, fax and cable services
- F. Janitorial service costs
- G. Medical waste disposal costs
- H. Electronic medical records expenses
- I. Physical and electronic record storage costs
- I. Any other operational costs mutually agreed to by the Parties in writing

7.3 Upon the effective date of this Agreement, each Party shall be solely responsible for the fees itemized in Exhibit "B", Sections 4(a) through (c) of the CATC Agreement including:

- A. Administration fee
- B. Payment of laboratory testing and pharmaceutical drugs
- C. Conducting personal health assessments (PHA) for each participating adult.

7.4 If the CATC Agreement expires or is terminated by Cocoa, Satellite Beach and/or CATC, and a new medical services administrator agreement is required by the remaining Parties to this Agreement, costs will be allocated and shared in accordance with the terms and conditions of a new medical services administrator agreement approved in writing by the Parties and Sections 7.2 and 7.3 shall be amended by the Parties, if necessary, to be consistent with the new medical services administrator agreement.

7.5. The Parties agree to review monthly utilization reports provided by the medical services administrator to determine the overall percentage of usage of the health centers by each Party by June 15th of each fiscal year to coincide with the annual budget process of the Parties. The first review shall be conducted by June 15, 2017. If the annual review of such utilization reports reveals that there is a substantial deviation (greater than 5%) between the pro-rated percentages by headcount versus the percentages by actual utilization by the eligible employees and retirees of the Parties, the Parties may, by mutual agreement, elect to establish a pro-rata share percentage for the next fiscal year based on health center utilization versus employee and retiree headcounts.

Section 8. Implementation and Other Documents. To the extent that the City Managers of each Party determine that additional documents are required to be prepared and executed in order to administratively effectuate the terms and conditions of this Agreement, the City Managers are authorized to prepare or have prepared said documents and execute the same. Further, the Parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement.

Section 9. Employee Status; Reciprocal Indemnity and Hold Harmless Between the Parties; No Third Party Beneficiary.

9.1 Persons employed by the Parties in the performance of services and functions pursuant to this Agreement shall be deemed employees or agents of the Party that actually employs them and said persons shall not be deemed to be the employees or agents of the other Parties.

9.2 This Agreement shall not be construed or interpreted in anyway whatsoever as providing any person including, but not limited to, any employee, retiree or dependent of any Party any claims to pensions, fringe benefits, worker's compensation, unemployment compensation, civil service or other employee rights or privileges provided by any Party.

9.3 An employee, retiree or dependent of one Party shall not have any claims, rights or privileges whatsoever against any other Party to this Agreement by virtue of this Agreement.

9.4 Each Party to this Agreement agrees to indemnify and hold harmless the other Parties (including their employees and officers) to this Agreement from any and all claims, losses, liabilities and damages (including attorney's fees and costs through all appellate proceedings) demanded by or awarded to their respective employees, retirees and dependents related in any way whatsoever to their participation in the medical services authorized or provided at the Cocoa and Satellite Beach Health Centers pursuant to this Agreement. It is the intent and purpose of this indemnification provision that should an employee, retiree or dependent attempt to hold any or all of the Parties liable for the medical services authorized to be provided at the Cocoa and Satellite Beach Health Centers under this Agreement, each Party agrees to be solely

responsible for defending against and paying any claims, losses, liabilities and damages (including attorney's fees and costs through all appellate proceedings) demanded by or awarded to their respective employees, retirees and dependents by a court of law or settlement; provided, however, under no circumstances shall this reciprocal indemnity and hold harmless be construed or interpreted as meaning that the Parties assume any legal or equitable responsibility whatsoever for the medical services provided by CATC or any other medical service administrator approved by the Parties hereunder and by any health professionals retained by them.

9.5 This Section 9 shall also not be construed or interpreted as a waiver of the Parties (collectively and individually) right to hold CATC or any other medical services administrator, including the health professionals retained by them, liable for the aforementioned claims, losses, liabilities and damages (including attorney's fees and costs through all appellate proceedings), nor as a waiver of any defenses, limitations on liability, and sovereign immunity under Section 768.28, Florida Statutes that each Party may have under law.

9.6 This Section 9 shall not be construed or interpreted as the Parties consenting to be sued by any third party including, but not limited to, any employee, retiree and dependent of any of the Parties.

9.7 The performance of the Parties and their respective employees and officers in the administration of this Agreement shall be owed solely to each other and not for the benefit of any third parties. No person other than the Parties themselves has any rights or remedies under this Agreement.

Section 10. Indemnification. Neither Party and its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of

any of the Parties and their respective officers, employee or agents, except as provided by this Agreement.

Section 11. Notices.

(a) Whenever either Party desires to give notice to any of the other Parties, notice shall be sent to:

COCOA:

City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8660 (Phone)

COCOA BEACH:

City Manager
2 S. Orlando Ave
Cocoa Beach, Florida 32931
(321) 868-3201 (Phone)

ROCKLEDGE:

City Manager
1600 Huntington Ln
Rockledge, Florida 32955
(321) 690-3978 (Phone)

SATELLITE BEACH:

City Manager
565 Cassia Boulevard
Satellite Beach, Florida 32937
(321) 773-1391 (Phone)

(b) Either of Parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by facsimile, or on the date upon which the return receipt is signed or delivery is refused

or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 13. Entire Agreement; Non-Assignment. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supercedes all oral agreements and negotiations between the Parties relating to the subject matter of this Agreement. This Agreement is not assignable.

Section 14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest.

Section 15. Public Records.

15.1 The Parties shall allow public access to all documents, papers, letters or other materials, regardless of form, which are subject to public disclosure and/or copying under the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement. However, the Parties recognize that from time-to-time, either of them and/or their respective employees, officers and agents may learn or come in contact with records that are confidential, proprietary or otherwise exempt from disclosure by law. Each Party agrees and acknowledges that it and its employees, officers and agents shall, except to the extent disclosure of the information

is required by law, not disclose the confidential, exempt or proprietary information, and further take all reasonable steps to hold confidential, exempt and proprietary information in confidence and to instruct employees, officers and agents to exercise the highest degree of care to preserve from disclosure confidential, exempt and proprietary information that is protected from disclosure by law.

15.2 Notwithstanding any provision to the contrary contained in this Agreement, the Parties also expressly recognize that protected health information is confidential and the Parties and their respective employees, officers and agents are under an obligation to maintain the confidentiality of such information in accordance with state and federal law including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

15.3 In the event that any of the Parties is served with a request to disclose any information that is made or received in conjunction with this Agreement that is confidential or exempt from public disclosure pursuant to the requirements of applicable law or court order, the Party receiving the request will promptly notify the other Parties. The Parties will take reasonable steps to cooperate with each other in contesting such request. Notwithstanding the aforesaid, each Party shall be responsible for objecting to the disclosure of any confidential or exempt information related solely to that Party or that Party's employees, retirees and dependents.

Section 16. Conflict of Interest. The Parties for themselves and on behalf of their respective employees and officers agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 17. Non-Appropriations Clause. Each Party's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Party's City Commission or Council and the availability of funds to pay for the allocation and sharing of costs set forth in this Agreement during the Party's annual budget adoption process. Each Party's City Commission or Council shall be the final authority for its own agency as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement during the budget adoption process and a Party terminates this Agreement based on a non-appropriation, such action will not constitute a default by the Party that does not appropriate and make available funding for this Agreement. Each Party agrees that it will provide reasonable notice if funds are not annually appropriated or available. Such notice shall be provided as soon as it is known that funds will not be appropriated, but in no event later than the date that the annual tentative budget is approved by the Party. Because a non-appropriation decision of a Party will potentially increase the costs to the remaining Parties, any of the remaining Parties may terminate this Agreement based on a non-appropriation decision made by another Party and such termination will not constitute a default by the Party terminating this Agreement on that basis.

Section 18. Term; Termination by the Parties; Withdrawal and Termination by a Party.

18.1 The initial term of this Agreement shall commence as of the effective date set forth in Section 27 and shall end on September 30, 2017. Thereafter, the term shall automatically be renewed on an annual basis commencing on October 1st and ending on September 30th of each fiscal year, subject to: (A) the Parties terminating this

Agreement by mutual written agreement; and (B) a Party's right to withdraw from and terminate this Agreement pursuant to Section 18.2 prior to the commencement of any fiscal year on October 1st.

18.2 Each Party shall have the right to withdraw from and terminate this Agreement pursuant to Section 17 (non-appropriation) or by providing at least ninety (90) days written notice to the other Parties prior to the commencement of any fiscal year. Notwithstanding any such withdrawal and termination, the withdrawing and terminating Party shall still have access to the Health Clinics through the end of the current fiscal year. Further, such party shall remain obligated to pay for all costs incurred or apportioned under this Agreement for the remaining current fiscal year, shall be responsible for any fees billed by CATC, and shall be responsible for winding up all of its financial and other responsibilities and obligations under this Agreement. In addition, the withdrawing and terminating Party's employees, retirees and dependents shall no longer be allowed to use the Cocoa and Satellite Beach Health Centers upon the effective date of the withdrawal and termination.

18.3 This Agreement is intended to comply with all applicable Federal and State laws, rules and regulations. The Parties may terminate this Agreement, or any Party hereto may withdraw and terminate their participation in this Agreement, at any time upon thirty (30) days written notice to the other Parties if any modification or interpretation of any Federal or State law, regulation or policy, or City Charter amendment, impairs in any substantial manner the continuing validity and/or effectiveness of any material provision of this Agreement or a Party's participation in this Agreement. However, prior to the end of the notice period, the Parties shall use their best efforts to agree on a modification of this Agreement that, in the opinion of the

Parties and their respective legal counsel, satisfactorily addresses and removes the impairment. This Agreement shall continue in full force and effect if, prior to the end of such notice period, the Parties agree on such a modification of this Agreement; otherwise, this Agreement shall terminate as set forth herein upon the Parties winding up all financial and other responsibilities and obligations of the Parties under this Agreement.

Section 19. No Joint Venture. Neither of the Parties nor any of its respective employees and officers shall be considered an agent, partner, or representative of the other. Nothing herein shall be construed as creating a joint venture or partnership between the Parties or the Parties and CATC or other medical services administrator authorized under this Agreement. Each Party shall continue to be autonomous and shall be governed independently by their respective governing bodies and city managers.

Section 20. Sovereign Immunity. Notwithstanding the foregoing, the Parties intend to avail themselves of the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will either Party's liability under this provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Section 21. Waiver. No delay or failure on the part of any Party hereto in exercising any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver or acquiescence thereto; nor shall any single or partial exercise of any right, power or privilege preclude any other or

further exercise thereof or the exercise of any other right, power or privilege. No waiver shall be valid against any Party, unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

Section 22. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Eighteenth Judicial Circuit, Brevard County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

Section 23. No Presumption/Severability. The Parties acknowledge that they and their attorneys have participated in the preparation, negotiations and drafting of this Agreement. The terms in this Agreement shall be construed in accordance with their fair meaning and there shall be no presumption applied against any Party for having drafted or participated in the drafting of any such terms. The terms of this Agreement shall be severable such that, if any term herein is illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the Agreement, unless the severing of such term would defeat the purpose of this Agreement.

Section 24. Default; Opportunity to Cure. Should either Party desire to declare any other Party in default of any term and condition of this Agreement, the non-

defaulting Party or Parties shall provide the defaulting Party or Parties a written notice of default. The written notice shall, at a minimum, state with particularity the nature of the default, the manner in which the default can be cured, and a reasonable time period of not less than thirty (30) days in which the default must be cured. If the Parties are unable to mutually agree on a cure of the alleged breach, any Party may invoke the provisions of the Local Government Dispute Act set forth in Chapter 164, Florida Statutes. No action may be taken in a court of law on the basis that a breach of this Agreement has occurred until such time as the requirements of this Section have been satisfied. Any action filed in a court of law by any Party for a breach of this Agreement shall be limited to specific performance including, but not limited to, payment of any costs apportioned or allocated under this Agreement. The prevailing Party or Parties in any such action shall be entitled to reimbursement of reasonable attorney's fees and costs incurred in the court action through all appellate proceedings.

Section 25. Additional Parties. Additional local government entities may be added to this Agreement by mutual written agreement of the existing Parties and the additional local government.

Section 26. Periodic Meetings. The Parties agree to conduct periodic staff meetings on an annual fiscal year basis, or more frequently if needed, for purposes of monitoring the implementation of this Agreement including, but not limited to, reviewing and evaluating (A) the performance of CATC or other medical services administrator authorized by this Agreement; (B) the utilization rates of the Cocoa and Satellite Beach Health Centers; (C) any pro-rations required by the Agreement; (D) any relevant feedback from employees, retirees and dependents utilizing the health centers; and (E) the appropriateness and kind of medical services being offered at the health centers.

Cocoa agrees to coordinate the scheduling of the annual meeting between the Parties in the month of June of each fiscal year unless otherwise agreed to in writing by the Parties. Any Party may request and schedule more frequent meetings to the extent deemed reasonably necessary by the Parties.

Section 27. Effective Date. This Agreement shall take effect on the date on which the Parties approve and execute this Agreement and the Agreement is recorded in the Official Records of Brevard County, Florida. Cocoa agrees to record this Agreement on behalf of the Parties upon adoption and execution by all of Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first written.

[INDIVIDUAL EXECUTION PAGES FOLLOW]

CITY:

ATTEST:

CITY OF COCOA, FLORIDA:

Carie Shealy, City Clerk

By: _____
Henry U. Parrish, III
Mayor

As authorized for execution by the City of
Cocoa City Council at its _____
_____, 2016 regular meeting.

[INTENTIONALLY LEFT BLANK]

CITY:

ATTEST:

CITY OF COCOA BEACH, FLORIDA:

Kalaghchy Loredana, City Clerk

By: _____
Tim Tumulty
Mayor

As authorized for execution by the City of
Cocoa Beach City Commission at its
_____, 2016 regular meeting.

[INTENTIONALLY LEFT BLANK]

ATTEST:

Betsi Beatty Moist, City Clerk

CITY:

CITY OF ROCKLEDGE, FLORIDA:

By: _____
Thomas J. Price
Mayor

As authorized for execution by the City of
Rockledge City Council at its _____
_____, 2016 regular meeting.

[INTENTIONALLY LEFT BLANK]

ATTEST:

Leonor Olexa, City Clerk

CITY:

CITY OF SATELLITE BEACH, FLORIDA:

By: _____
Frank Catino
Mayor

As authorized for execution by the City of
Satellite Beach City Council at its
_____, 2016 regular meeting.

EXHIBIT "A"
SATELLITE BEACH FACILITY COSTS

The build-out and start-up costs of the Satellite Beach Facility will be pro-rated to each entity (excluding Cocoa) as follows in accordance with the terms of the Agreement. These costs are estimates, pending site review and contractor estimates.

Entity	Rockledge	Cocoa Beach	Satellite Beach	Total
Start-Up Cost Share %	46%	37%	17%	100%
Build-Out	\$45,769	\$36,731	\$17,500	\$100,000
Start-Up Costs	\$17,507	\$14,050	\$6,694	\$38,250
Estimated Total (One-Time Cost)	\$63,595	\$51,153	\$23,503	\$138,250

Employee Health Center Service Agreement

THIS EMPLOYEE HEALTH CENTER SERVICE AGREEMENT (“**Agreement**”) is made and entered into as of the _____ day of _____, 2016 by and between **CareATC, Inc. an Oklahoma company** (“**CATC**”) and **the City of Satellite Beach, a Florida municipal corporation**, (“**City**”). Together CATC and the City may be referred to as “**the Parties**.”

WHEREAS, the City has established and maintains a group health plan for its employees, retirees, and dependents and said plan has more than 50 participants; and

WHEREAS, the City desires to provide its employees, retirees and dependents additional opportunities to improve their health and productivity by providing voluntary, convenient health care options to eligible employees, retirees, and dependents;

WHEREAS, the City desires that the Employee Health Center will lessen employee sick days and decrease the City’s health care costs by providing an optional employee health benefit;

WHEREAS, CATC is a vendor that provides employee health center services to employers for the benefit of employees and others deemed eligible by the employer for the purpose of treating minor illnesses; conducting health assessments, physicals, and screenings; providing vaccinations, acute and injury care, and laboratory services; and dispensing certain medications;

WHEREAS, the Parties mutually desire for CATC to furnish Health Professionals to provide certain medical services at an Employee Health Center provided by the City to the Participants of the City’s Medical Benefits Plan on the terms and subject to the conditions contained herein; and

WHEREAS, CATC and the City in its capacity as Plan Administrator, hereby acknowledge and agree that each is a “covered entity” under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”);

NOW, THEREFORE, and in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

1. Definitions:

- a. **Covered Services:** Covered Services are limited to the services set forth in Section 2(b) of this Agreement.
- b. **Employee Health Center:** Health center providing voluntary health services to eligible individuals for the purpose of treating minor illnesses, conducting health assessments, physicals, and screenings, providing vaccinations, acute and injury care, laboratory services and dispensing certain medications under the direction, supervision and control of the Health Professionals retained by CATC.
- c. **Health Center Improvement Costs:** All of the costs to design, construct and install the Employee Health Center, including, without limitation, the costs of the following:

- (1.) All design and construction work required to construct the Employee Health Center upon the premises,
 - (2.) All permits, connection fees, plan checks, inspections and license fees related to the construction and installation of the Employee Health Center required in and for the premises; and
 - (3.) All other costs related to the construction and installation of the Employee Health Center, including without limitation, the cost of labor, materials, supplies, contractor's overhead, fees and general conditions.
- d. **Health Professionals:** Physicians, medical professionals, nurse practitioners, nurses, licensed practical nurses, registered nurses, physician assistants, and/or any medical assistant.
 - e. **Participants:** Those individuals deemed eligible to participate in the City's Medical Benefits Plan.
 - f. **Plan:** The City's group health insurance and benefits plan.
 - g. **Plan Administrator:** Oversees the administration of the City's medical benefits plan, determines questions of Plan eligibility and interprets the terms of the Plan.
 - h. **Protected Health Information or ("PHI"):** as defined by 45 C.F.R. §160.103.

2. Scope of Work

- a. CATC will administer a medical Employee Health Center located, operated and implemented as described in Exhibit A to this Agreement. The Employee Health Center shall be staffed with Health Professionals retained by CATC.

The Employee Health Center will be available to the Participants, as defined herein, and who are communicated to CATC by the Plan Administrator and/or the City as being eligible. Participants will not be required by CATC to use the Employee Health Center or any service provided by CATC; provided, however, CATC reserves the right to deny services to any Participant for reasonable cause and with prior written notification to the City.

- b. The services listed below are collectively referred to throughout this Agreement as "**Covered Services.**"
 - (i) Health assessments for Participants who elect to utilize the Employee Health Center. Such assessments will be comprised of (a) blood draws and data collection for each Participant conducted by qualified and licensed personnel either at an agreed upon location or at the Employee Health Center; (b) standard laboratory work; (c) individual results provided to each Participant; and (d) aggregate reports of findings to the City. Such aggregate reports shall contain data regarding individual patients that is grouped to allow conclusions about the patient population to be made, but shall not contain any information linking such data to any identifiable individual patient.

- (ii) Aggregate Participant population analyses to improve chronic disease and medication management. Such aggregate analyses shall contain data regarding individual patients that is grouped to allow conclusions about the patient population to be made, but shall not contain any information linking such data to any identifiable individual patient.
- (iii) Primary medical care to include, but not limited to:
 - (1.) Minor acute illness evaluation and available treatment for minor illnesses such as, but not limited to, coughs, earaches, fevers, headaches, and sinus infections.
 - (2.) Chronic illness evaluation, which includes evaluating, diagnosing, treating and managing typical chronic illnesses that are handled at the Employee Health Center, such as, but not limited to, blood sugar, blood pressure, cholesterol, BMI and tobacco cessation.
 - (3.) Minor medical procedures that are within the Health Professionals' scope and abilities and that can be performed at the Employee Health Center, with available equipment, and during operating hours.
- (iv.) Pharmaceuticals, as agreed upon by CATC and the City, will be available to treat common illnesses, including, but not limited to:
 - (1.) Infections
 - (2.) Hypertension
 - (3.) Hyperlipidemia
 - (4.) Diabetes
 - (5.) Infectious Disease (including antibiotics)
 - (6.) Gastro esophageal/reflux disease
 - (7.) Asthma
 - (8.) Chronic lung disease

No controlled substances will be stocked.

- (v.) A program to provide Health Professionals seminars and roundtables to improve skills in meeting Employee Health Center goals.
- (vi.) Necessary laboratory work to support the services listed above, including, but not limited to blood draws.

CATC will furnish Health Professionals to provide Covered Services, and will advise the City whether a physician candidate is board-certified or board-eligible.

- c. CATC shall furnish temporary Health Professionals to perform Covered Services to the extent necessary to provide such services, and will notify the City as soon as possible thereafter. Temporary coverage shall be considered a period not to exceed ninety (90) days. CATC may replace an existing Health Professional on a permanent basis to perform Covered Services following notification to the City.
- d. The parties may not expand the scope of work in accordance with this contract unless both parties have agreed in writing.

3. Fees

The City agrees to pay CATC in accordance with the fee schedule explained in Exhibit B to this agreement. Such fees will include amounts (as invoiced to CATC) for supplies, equipment, construction, services, and personnel. If any tax, fee, or assessment is payable with respect to any good or service provided by CATC under this Agreement (other than a tax on CATC's income), City will pay such tax or fee in addition to the other fees described in this Agreement.

4. Rate Increases

The Rates set forth in Exhibit B shall remain in effect for the initial term of this Agreement. Rates, except where expressly implied in this Agreement, may only be changed upon the mutual written agreement of the Parties.

5. Term and Termination

This Agreement shall be effective upon execution by both parties ("**Effective Date**"), and, with the exception of the indemnification and insurance provisions, which shall survive termination of this Agreement; this Agreement shall terminate three years after the Effective Date. At the sole option of the City, the City Manager will have the option to renew the Agreement for three additional thirty-six (36) month extensions beginning after the expiration of the original term. The City's City Manager may exercise this renewal option by providing CATC with at least ninety (90) days of written notice of the anniversary of the commencement date.

Either Party may terminate this Agreement, with or without cause, by providing to the other Party as designated in the Notice Section of this Agreement written notice no less than ninety (90) days prior to the proposed date of termination.

6. CATC's Responsibilities

- a. CATC shall be solely responsible for actions and/or omissions of any agent, independent contractor, or any employee used in connection with providing the Covered Services contemplated by this Agreement. City shall not have any control or involvement in the independent exercise of medical judgment by the Health Professional, and the City shall not incur any liability for the actions or omissions of the Health Professional and/or any agent or any employee used by the Health Professional including, without limitation, any Health Professional in connection with this Agreement. CATC agrees to indemnify and hold harmless the City from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which City may incur in connection with CATC's furnishing of Health Professionals, or with the Covered Services provided by them, under this Agreement.
- b. CATC shall construct the Employee Health Center in accordance with the CATC standard specifications which CATC reserves the right to change, with prior written notice to the City, and pursuant to a General Lease to be entered into between the Parties for the premises located at, 1087 S. Patrick Drive, Satellite Beach, Florida 32937.

CATC shall be solely responsible for payment of, on a timely, lien-free basis, the entire Health Center Improvement Build-Out and Start-Up Costs; provided, however, that CATC shall be reimbursed as described in the Interlocal Agreement Between the Cities of Cocoa, Cocoa Beach, Rockledge, and Satellite Beach, Exhibit D, attached hereto and fully incorporated by this reference.

- c. CATC shall comply with §255.05, Florida Statutes. CATC shall also comply with all mechanic's lien laws. CATC shall do all things necessary to prevent the filing of any mechanics' or other liens against the CITY property by reason of any work, labor, services or materials performed or supplied or claimed to have been performed or supplied to CATC. If any such lien shall at any time be filed, CATC shall either cause the same to be vacated and cancelled of record within twenty days after the date of the filing thereof, or if CATC in good faith determines that such lien should be contested, CATC shall furnish such security, by surety bond or otherwise, as may be necessary or be prescribed by law to release the same as a lien against the CITY's property or any interest therein, and to prevent any foreclosure of such lien during the pendency of such contest. If CATC fails to vacate or release such lien in the manner and within the time period aforesaid, then, in addition to any other right or remedy of the CITY resulting from CATC's default, the CITY may, but shall not be obligated to, vacate or release the same either by paying the amount claimed to be due or by procuring the release of such lien by giving security or in such other manner as may be prescribed by law. CATC shall repay to the CITY all sums disbursed or deposited by the CITY pursuant to the foregoing provisions of this Paragraph in connection therewith. However, nothing contained herein shall imply any consent or agreement on the part of the CITY to subject its interest in the CITY property to liability under any mechanics' or other lien law, whether or not the performance or the furnishing of such work, labor, services or materials to CATC, or anyone operating through or under CATC, shall have been consented to by CATC and/or any of such other parties.
- d. CATC shall obtain or be in possession of all licenses and permits necessary to provide all services under this Agreement.
- e. CATC shall purchase the supplies and equipment that are commonly needed for the operation of the Clinic and to provide the Covered Services. These supplies include the standard formulary and non-dispensing drugs, disposable and non-disposable medical supplies and standard laboratory services. CATC will maintain lists of the standard formulary, laboratory services and other supplies. These standard lists may be periodically reviewed and modified. Any changes to the standard lists will be communicated to Client in writing. CATC will ensure that a regular inventory of all supplies is conducted. CATC's Employee Health Center Employees shall notify CATC when supplies need to be reordered and CATC will reorder new supplies. CATC will provide the City with the receipt for supplies on request. CATC will use reasonable

efforts to purchase such equipment and supplies at the commercially reasonable cost for such types of purchases.

- f. CATC shall arrange for lab services, including courier pick-up. CATC will pay for all labs performed and will invoice the City according to Exhibit B. CATC will provide the City with the receipt for lab services on request.
- g. CATC shall arrange for the pickup and disposal of medical waste at City's expense. Disposal shall be handled by CATC in accordance with applicable provisions of law. CATC agrees to indemnify and hold harmless the City from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which City may incur in connection with CATC's handling of medical waste under this Agreement.
- h. CATC shall provide monthly to the City and/or the Plan Administrator the reports described below. CATC shall ensure that information in any report identifying a specific individual Participant will be removed from the report before such report is provided to the City and/or the Plan Administrator. Moreover, it is specifically agreed and understood by the Parties that provision of reports to the City is for informational purposes only and not for the purposes of inviting the City to make health or medical decisions for employees nor to substitute the City's judgment or control over the judgment of the CATC regarding any of CATC's responsibilities as set forth in this Agreement.
 - (i.) Reports generated from *eClinicalWorks*, the electronic medical records system. Reports available for established reporting periods include but are not limited to, chronic disease management, Employee Health Center utilization, and aggregate health trends. Report data to be provided to the City shall include, but not be limited to, (a) the number of Participants, (b) the number of unique Participants for whom Employee Health Center services are provided, (c) the percentage of available Employee Health Center appointment time attended and not attended, and (d) an aggregate summary indicating the types of conditions, treatments, and services provided; such aggregate summary shall contain data on individual patients that is grouped to allow conclusions about the patient population to be made, but shall not contain any information linking such data to any identifiable individual patient.
 - (ii.) Medication usage report from Dispensing Solutions, Inc.
 - (iii.) Patient satisfaction reports.
- i. CATC shall provide Participants who complete a Personal Health Assessment ("PHA") with the results of their individual PHA in either an electronic or printed format and maintain electronic individual reports accessible via the CareATC secure Internet Patient portal. These reports will not be available to the City and/or Plan Administrator, except on an aggregate basis where such reports contain no information identifying any particular individual(s), unless the Participant signs a HIPAA Authorization for CATC to provide the City and/or Plan Administrator access.

- j. CATC shall contract with Health Professional(s) to provide services to the City at the Employee Health Center.

Each Health Professional will be subject to the following terms per his/her agreement with CATC:

- (i) Will have the right to determine his/her own means and methods of providing Covered Services within acceptable levels established through the oversight and quality control functions performed by CATC's Medical Directors.
- (ii.) Will give due consideration when making referrals for additional medical care outside the scope of the Employee Health Center Covered Services to health providers identified by the City as "in network" for purposes of a health plan. Physicians may make other referrals based on patient preferences, concerns about quality or availability, lack of coverage, or other reasonable bases.
- (iii) Will not bill or otherwise solicit payment from Participants, their dependents, the City, or the City's insurers or benefit plans, for the Covered Services provided by the Health Professionals in the Employee Health Centers. Exception to this clause will be for CATC clients who elect the Health Savings Account Option ("HSA").
- (iv) Will be required to comply with applicable laws and regulations with respect to the Covered Services.
- (v.) Will be required to provide Covered Services in a professional manner consistent with Covered Services provided in the community.

- k. CATC shall require that any physician performing services at the Employee Health Center maintain the following credentials:

- (i) A license to practice medicine in the State where services are to be rendered without limitation, restriction or suspension;
- (ii) The absence of any involuntary restriction placed on his/her federal Drug Enforcement Agency ("DEA") registration;
- (iii) Good standing with his/her profession and state professional association; and
- (iv) The absence of any conviction of a felony.

- k. CATC will provide for and be responsible for the cost of all computer systems software and licensing, and will further provide for all administration and computer systems support of any software used exclusively by CATC in operating the Employee Health Center.

- l. CATC and the Employee Health Center will not discriminate with regards to access to Employee Health Center services on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former member of the military, sexual orientation or any other basis on which any applicable law, rule or regulation prohibits discrimination.

7. City Responsibilities

- a. The City will provide the premises located at 1087 S. Patrick Drive, Satellite Beach, Florida 32937, for the Employee Health Center pursuant to a General Lease entered into between the parties separate and apart from this Agreement. Such General Lease term shall run simultaneously with the Term of this Agreement for an annual rent amount of One-Dollar (\$1.00), and shall automatically terminate upon termination of this Agreement.

In accordance with the General Lease, the City will provide the following items and services for the operation of any on-site Employee Health Center: electricity; heat and cooling; ventilation; hot and cold running water; lighting and bulb replacement; structural and cosmetic repairs to the facilities; regular trash and janitorial service, as-needed janitorial service during Employee Health Center hours; security; access; telephone, separate fax, and high-speed Internet service. Medical Waste Services will be provided by CATC; however, the services will be provided at the expense of the City.

- b. The City shall provide to CATC Tenant Improvement Dollars for build out of the Employee Health Center by CATC in an amount not to exceed One-Hundred Thousand Dollars (\$100,000.00), and Start Up Dollars in an amount not to exceed Forty Thousand Dollars (\$40,000.00) as more specifically set forth in such General Lease
- c. The City and/or the Plan Administrator shall create a list of eligibility requirements for use of the Employee Health Center and shall provide CATC with a list of eligible Participants (Eligibility List) and their social security numbers. Eligible Participants will not be added or permitted to obtain Employee Health Center services until the social security number has been provided.

Should the City choose not to provide Participant's social security number as the Participant's unique identifier, then the City agrees to work with CATC IT department in order to meet CATC requirements for a unique identifier that is acceptable for use with CATC systems.

The City shall be responsible for submitting the Eligibility List on no less than a monthly basis and no later than the 5th day of each month. Eligibility Lists submitted by the City shall meet specification requirements provided by CATC. CATC shall provide the City reasonable notice of any necessary changes to the specifications.

- d. The City and/or the Plan Administrator will not discriminate with regards to eligibility on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former-member of the military, sexual orientation or any other basis on which any applicable law, rule or regulation prohibits discrimination.
- e. The City and/or the Plan Administrator shall communicate the availability of the Employee Health Center, the hours and location of the Employee Health Center, and the services that the Employee Health Center provides to all eligible Participants.

- f. The City and/or the Plan Administrator shall be responsible for determining the extent and means by which the Employee Health Center and the provision of Covered Services are to be integrated with the Plan. The Plan Administrator and/or the City is responsible for amending the terms of the Plan, as necessary; amending any employee handbook or other statement of corporate policies, as necessary; and/or establishing a separate medical plan, in order to ensure compliance all applicable laws.
- g. The City and/or the Plan Administrator shall communicate to CATC and all Participants any changes to and/or the creation of any benefit plans and/or corporate policies resulting from the execution of this Agreement that may materially affect the operation of the Employee Health Center or Participant's access to Employee Health Center services.
- h. The City will maintain all corporate authority, licenses and permits as required to perform its obligations in accordance with this Agreement.
- i. The City acknowledges and will support CATC's policies (a) to require patients to leave weapons outside of the examination room area in accordance with applicable law or unless the patient is required as part of their job to carry a weapon, and (b) to prohibit smoking in or near the Employee Health Center. If patient(s) are required to carry a weapon as part of their job, CATC will provide at the City's expense locked storage in each examination room to be utilized for the duration of time that the patient is being treated.

8. Removal of Health Professionals

- a. The City may submit to CATC a written recommendation to remove any Health Professional, together with a reason for such recommendation.
- b. CATC will have a reasonable period of time (not less than ten (10) days after City's recommendation) to investigate the situation. If, after the investigation of the matter of concern, CATC desires that the Health Professional be replaced, CATC shall immediately commence actions to recruit another Health Professional to provide services at the Employee Health Center. CATC is authorized to provide a temporary replacement during the interim period of recruiting and hiring such Health Professional. Notwithstanding the foregoing, CATC has the final decision-making authority to determine whether to remove and/or replace any Health Professional.
- c. The following circumstances shall be grounds for immediate removal:
 - (i) Failure of Health Professional to possess or maintain appropriate credentials, including those set forth in Section 6(j) of this Agreement.
 - (ii) Failure of Health Professional to qualify for required insurance coverage.
 - (iii) Unacceptable quality of service; it is determined in good faith that Health Professional is negligent or does not meet expected standards as determined by CATC or the City in the performance of health care services.
 - (iv) Endangerment by the Health Professional of the health, life or safety of any patient, co-worker or other person.

9. Insurance and Liability

Prior to execution of Employee Health Center, the Parties will furnish documentation verifying they have obtained the required insurance in accordance with Exhibit C of this Agreement. Annually, upon the anniversary date(s) of the insurance policy renewal date(s), CATC will furnish the City with Certificate(s) of Insurance evidencing the coverage set forth, and the City will furnish CATC with a letter evidencing self-insurance and excess coverage set forth.

Both Parties agree to provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in such coverage.

Either Party may request verification of the certificates or copies of the insurance policies of the other Party at any time and, within fifteen (15) days after a Party's request, the other Party will furnish the requested documentation verifying that it possesses the required insurance.

10. Taxes

If the City, or certain City purchases, are exempt from a payment of certain sales taxes, the City agrees to pay all taxes passed through as invoiced by CATC and shall be responsible for obtaining any credit due from the applicable sales tax authority. The City may provide a copy of its tax exempt documentation to CATC for sales tax purposes regarding CATC's purchase of goods and items to be used solely for the benefit of the City's Employee Health Center to the extent permitted by Florida law.

11. Indemnification and Sovereign Immunity

a. The City agrees, to the extent permitted by law, to indemnify, defend and hold CATC, its staff, directors, trustees, Partners, limited Partners, officers, agents, affiliates, contractors, employees, successors and assigns harmless from and against any and all claims, judgments and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to all losses arising out of (a) the breach of any term or condition of this agreement; and/or (b) the services performed or under (or related to) this agreement and/or (c) the negligent acts or omissions of the City. This paragraph shall survive termination of this Agreement.

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for the intentional acts or omissions of any officer, employee or agent of the City; actions of any officer, employee or agent outside the course and scope of his or her employment; punitive damages; or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two-hundred thousand dollars (\$200,000.00) or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three-hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this Agreement.

b. CATC shall indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, volunteers and independent contractors, both in their official and individual/personal capacities, and their respective sureties, insurers, successors, assigns and legal representatives, from and against any and all claims, actions, liabilities, causes of action, demands, penalties, fines, fees, judgments, damages, losses, and expenses, including any regulatory actions (whether or not a lawsuit or administrative proceeding is filed), including but not limited to costs, expenses, attorneys' and paralegals' fees, expert witness fees, and any other court, regulatory and witness fees (whether in litigation, regulatory proceeding or appeal or as a part of settlement negotiations), relating to all losses arising out of the breach of any term or condition of this agreement; and/or (b) the services performed or under (or related to) this agreement and/or (c) the negligent or willful acts or omissions of CATC or any person acting by, under or through CATC related in any way to this agreement. The City reserves the right to select its own attorneys and paralegals to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CATC under this paragraph, the cost and fees or which shall be timely and promptly paid for by CATC. This paragraph shall survive termination of this agreement.

12. Breach

If a Party commits a breach of this Agreement, the non-breaching Party may provide written notice of the breach to the breaching Party. Upon such notice, the breaching Party must be provided an opportunity to cure such breach within thirty (30) days. If the breaching Party fails to fully cure its breach within such thirty (30)-day period, the non-breaching Party may terminate this Agreement for cause, immediately upon written notice.

13. Non-Solicitation

During the term of this Agreement, the City will not indirectly or directly hire or retain, as a full-time or part-time employee, or on an independent contractor or consultant basis, any Health Professional that performs Covered Services during the term of this Agreement at the Employee Health Center, or otherwise directly or indirectly solicit or encourage any such Health Professional to discontinue performing services for CATC (whether as an employee or independent contractor or consultant), without the prior written consent of CATC, which consent shall not be unreasonably withheld

CATC will not prohibit a Health Professional from being directly or indirectly hired or retained by the City, as a full-time or part-time employee or on an independent contractor or consultant basis, following the term or termination of this Agreement, in the event that (1) the Agreement is terminated by CATC for reason other than breach on the part of City as provided for in this Agreement, or (2) CATC elects to not retain the Health Professional as an employee of CATC, or (3) the Agreement is terminated by the City for reason of breach on the part of CATC as provided for in this Agreement.

14. Data Encryption

The City will implement appropriate computer and data encryption and security measures to secure all information furnished between the City and CATC. The City will immediately

notify CATC of any suspected or confirmed loss, copying or disclosure of Protected Health Information and to include electronic PHI that has been furnished (or intended to be furnished) to or by CATC. The Parties will provide timely cooperation to each other in (a) providing any required notices to patients, Participants, or others relating to a suspected or actual loss or disclosure of PHI, consumer credit information, or other information for a possible loss or disclosure triggering a legal obligation to provide notices, and in (b) attempting to mitigate such a loss or the effects of such a loss.

15. Records & Privacy

a. Medical Records and PHI

- (i) Medical records shall be maintained by CATC and/or the Employee Health Center with respect to all of the Participants who are patients. Health Professionals will maintain such medical records consistent with the accepted practice of the community in which the Health Professionals provide Covered Services, and in accordance with HIPAA privacy standards.
- (ii) Unless specifically directed by the patient, all patient records will be accessible only to the Health Professionals providing medical services at the Employee Health Center for diagnostic and educational purposes.
- (iii) PHI information will be maintained in a professional manner consistent with HIPAA privacy standards. Patients will be notified by CATC or Employee Health Center of the standard Privacy Practices as maintained by CATC which may be modified from time to time and patients will be provided with the updated requirements.
- (iv) Patients will be provided by CATC or the Employee Health Center with notice of Patient Rights which may be modified from time to time and patients will be provided with the updated requirements.
- (v) All patient records, and all PHI data and information maintained in connection with this Agreement, will be the sole property of CATC and Health Professionals contracted to provide services. All PHI, and all other data, information, documents or other information of any type relating to patients covered under this agreement, or services provided to such patients, will be the sole and exclusive property of CATC.
- (vi) The City and CATC agree that all PHI and medical information and records will be subject to HIPAA and other privacy rules. The City will not be entitled to have access to any PHI or medical records or information maintained by Health Professionals, except for “de-identified” and aggregated group information provided as part of the Covered Services.
- (vii) Notwithstanding the above terms, all Workers’ Compensation medical records shall be lawfully maintained and available to the City to the extent authorized by law.
- (viii) Anything herein to the contrary notwithstanding, CATC and the City will maintain all PHI as confidential and will not disclose such health information to any third party or use such health information for commercial advantage or personal gain, except as permitted by HIPAA and CATC’s HIPAA Notice of Privacy Practices. All

obligations to maintain confidentiality of health information will survive termination of this Agreement indefinitely. The City acknowledges receipt of CATC's Notice of Privacy Practices and Patient's Rights. CATC has the right to modify both the Notice of Privacy Practices and Patient's Rights upon written notice to the City.

- (ix) To ensure compliance with the above, CATC and the City shall develop and implement policies, standards and procedures to protect the confidentiality and security of the medical records. Further, CATC shall ensure that Health Professionals and other employees are trained in CATC's policies, standards and procedures.

b. Public Records

In addition to all other contract requirements as provided by law, CATC agrees to comply with public records law specifically to:

- (i) CATC shall comply with Florida's public records law (ch.119, Florida Statutes), which specifically imposes upon CATC, among other duties, (i) keeping and maintaining public records required by City to perform its duties, obligations and services under the Agreement; (ii) upon request from the City, providing City with a copy of any requested public records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by ch. 119, Florida Statutes, or as otherwise provided by law; (iii) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Term of the Agreement, and any renewals or extensions ("Term") and following completion of the Term if CATC does not transfer the records to City; and (iv) upon completion of the Term, transfer, at no cost, to City all public records in the possession of CATC or keep and maintain public records required by City to perform the Agreement.
- (ii) If CATC transfers all public records to City upon completion of the Term, CATC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CATC keeps and maintains public records upon completion of the Term, CATC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- (iii) IF CATC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CATC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 321-773-4407, CLERK@SATELLITEBEACH.ORG, 565 CASSIA BOULEVARD, SATELLITE BEACH, FL, 32937.

CATC hereby acknowledges and agrees that if CATC does not comply with a public records request, the City shall have the right to enforce the contract provisions in accordance with this Agreement.

Nothing contained in this subsection shall be construed or interpreted as CATC acting on behalf of the City when providing Covered Services to Participants as required hereunder.

If CATC does not comply with a public records request, the City shall have the right to enforce the provisions of this subsection. In the event that CATC fails to comply with the provisions of this subsection, and the City is required to enforce the provisions of this subsection, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to CATC's failure to comply with the provisions of this subsection, the City shall be entitled to collect from CATC prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this subsection against CATC. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of CATC's failure to comply with the provisions of this subsection. This Paragraph shall survive termination of this Agreement.

16. Proprietary Information

- a. "Proprietary Information" includes, among other information, all information that is not subject to public records disclosure as it pertains to CATC's business, employees, contractors, professionals, finances, contracts, strategies, marketing, legal claims, billing and collection practices, insurance, patients, medical practices, company policies, wellness initiatives or savings, information systems, data collections, costs or charges, statistics, information regarding Employee Health Center(s), staffing models, delivery systems, and/or other information that CATC identifies as such and wishes to remain confidential. Information that is made known to the general public is not Proprietary Information; however, all information not considered subject to public records disclosure in accordance with applicable law, furnished or exchanged under this Agreement and identified as such by CATC is to be considered Proprietary Information.
- b. Except as expressly set forth herein, CATC will, at all times, exclusively own all right, title and interest in and to the following materials (collectively, "CATC Materials"): (a) any marketing collateral supplied by CATC hereunder; and (b) logos, trademarks, trade names and service marks. During the term of this Agreement, CATC hereby grants to the City a non-exclusive, non-transferable, royalty-free, revocable right and license to use, market, promote and display the CATC Materials in connection with the services performed by CATC hereunder. Except for those rights expressly granted herein, the City shall not grant, nor claim any right, title or interest in the CATC Materials. Similarly, except as expressly set forth herein, the City shall, at all times, exclusively own all right, title and interest in and to any marketing collateral supplied by the City hereunder; and the City logos, trademarks, trade names and service marks.
- c. Each Party acknowledges that, during the term of this Agreement, it (the "Receiving Party") may receive or be exposed to information that the other Party (the "Disclosing Party") considers to be confidential or proprietary in nature. Each Party agrees that,

except as contemplated in fulfilling its obligations hereunder, it will not, during the term of this Agreement and for a period of five (5) years thereafter, use directly or indirectly, for its own account or for the account of any other person, or disclose to any other person any confidential or proprietary information identified as such by the other Party or any affiliate of the other Party, including, but not limited to, supplier and customer lists, pricing and cost information, business plans and objectives, purchasing and marketing know-how, and methods and techniques in any form whatsoever. Each Party shall take such precautions with respect to the confidential and proprietary information of the other Party as it normally takes with respect to its own confidential and proprietary information, but in no event will it exercise less than ordinary care with respect to such information. In the event of a conflict between the terms of this Agreement and terms of any separate confidentiality or non-disclosure agreement between the Parties, the provisions of this Agreement shall control.

- d. Notwithstanding anything to the contrary contained in this section, in the event the Receiving Party is required to disclose any confidential or proprietary information of the Disclosing Party pursuant to a court order or decree or in compliance with the rules and regulations of a governmental agency or in compliance with any law, the Receiving Party shall provide the Disclosing Party with prompt notice of such required disclosure so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's obligation to comply with the provisions of this section.
- e. Upon the written request of the Disclosing Party, the Receiving Party shall transfer all written records of the Disclosing Party's confidential or proprietary information to the Disclosing Party or, at the Disclosing Party's election, in lieu of the transfer of such written records to the Disclosing Party, the Receiving Party shall destroy all such information of the Disclosing Party in the possession of the Receiving Party where permitted by law. Upon the request of the Disclosing Party, the Receiving Party will promptly certify in writing to the destruction of such written confidential or proprietary information.
- f. No document or information, authored by CATC, will ever be deemed a "Work for Hire" for the City. No information, idea, concept or report, developed or created by CATC, will be the City's property. The City agrees that CATC is and will be the author and owner of intellectual property (such as patentable ideas, copyrightable materials, trade secrets, or other ideas) conceived, developed or prepared by CATC, alone or with others, within the scope of any of CATC's contractual relationships with the City. The City will not receive any licensing or royalty rights, or rights to use copy or adapt any such intellectual property. CATC may register and hold in its own name all such intellectual property rights.

17. Marketing

Under no circumstances will either party advertise, disclose, market, or publicize the Partnership between CATC and the City or the existence of this Agreement in a manner inconsistent with State of Florida or any other public records law without the prior written consent of the other party.

18. Warranties

- a. This Agreement is solely for the provision of Covered Services at the Employee Health Center or other location as agreed upon in writing by the Parties and its existence does not establish any wellness program, corporate policy, separate benefit plan or amendment of any benefit plan, program, or policy offered or required by the City.
- b. This Agreement does not create any obligations of CATC or Health Professionals to administer any services not contemplated by the Scope of Work discussed in Section 2 of this Agreement. Covered Services are strictly limited to the services listed in Section 2b of this Agreement except as otherwise agreed upon by the Parties in writing.
- c. The City and CATC are not acting in a fiduciary capacity. CATC is not a fiduciary of any health, medical or benefits plan offered by the City.
- d. CATC is not responsible for eligibility determinations for Employee Health Center services. CATC shall solely rely on the eligibility information provided by the Plan Administrator and/or the City in allowing access to Employee Health Center services. CATC will not accept any appeals or claims for benefit or eligibility determinations. CATC will not be liable for any errors or omissions in eligibility information provided to it by the Plan Administrator and/or the City.
- e. The attorneys of Brown, Garganese, Weiss & D'Agresta, P.A., have acted as counsel for City in connection with this Agreement and the transactions contemplated herein, and have not given legal advice to any party hereto other than the City. CATC is not a law firm and does not purport to give the City any sort of legal, tax, or fiduciary advice or guidance with respect to: City's and/or the Plan Administrator's responsibilities under this Agreement; amending any health, medical, or benefits plan offered by the City; formation of a wellness program or separate medical plan; obligations of the City and/or the Plan Administrator under local, state and federal law.

19. Independent Contractors

It is expressly understood and agreed that CATC and the City shall at all times during the term of this Agreement act as independent contractors, and neither Party shall have any authority to bind the other Party. Neither Party is intended to be an employee or employer of nor joint venturer with the other Party, and, neither Party shall function as an agent of the other Party. Each Party hereto shall be responsible for its own activities and those of its employees and agents.

Further, nothing contained herein shall be construed to create a Partnership, association or other affiliation between CATC and the City. In no event shall either Party be liable for the debts or obligations of the other except as otherwise specifically provided in this Agreement.

No provision of this agreement shall be deemed to create a relationship between the Parties of employer and employee, principal and agent, or any relationship other than that of the independent Parties contracted with each other on a non-exclusive basis.

Each Party's employees and contracted professionals will be the employees and professionals only of that Party and not of the other Party. CATC will have the exclusive authority to hire, fire, compensate, assign duties to, and direct the Health Professionals and its employees.

CATC will be solely responsible to pay any applicable compensation or severance to its Health Professionals and its other employees. CATC shall have the sole obligation to withhold and pay all taxes, unemployment compensation, Social Security, Medicare, and other legally-required or authorized withholdings or payments, to or with respect to its Health Professionals and employees. CATC will be solely responsible for the actions or inactions of the Health Professionals and its employees.

20. Notices

Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

If to CATC:

CareATC
4500 South 129th East Avenue
Suite 191
Tulsa, OK 74134

If to The City:

City of Satellite Beach
565 Cassia Boulevard
Satellite Beach, FL 32937
Attn: Courtney Barker, City Manager

21. Waiver

Either Party may waive any of the terms or conditions of this Agreement at any time provided such waiver is in writing and signed by the Party granting the waiver. No such waiver will affect or impair the waiving Party's right to require the performance either of that term or condition as it applies on a subsequent occasion, or any other term or condition of this Agreement. A Party's failure to object, delay in requiring performance, or other action or inaction, will not be deemed a waiver of any term or condition of this Agreement or consent to a breach.

22. Force Majeure

CATC and the City will not have any obligations to provide, or liability for failure to provide, any good or service under this Agreement for any cause beyond each respective party's reasonable control including, without limitation, any Act of God, fire, flood, hurricane, environmental contamination, disruption in utilities, act or order of a governmental entity, act of terrorism, war, vandalism or other public disruption, destruction of records, disruption of communications or transportation, labor difficulties, shortages of or inability to obtain labor, material or equipment, or unusually severe weather, or any other cause beyond the respective party's reasonable control. In any such case, the Parties agree to negotiate in

good faith with the goal of preserving this Agreement and the respective rights and obligations of the Parties hereunder, to the extent reasonably practicable.

23. No Third Party Beneficiaries

This Agreement is not a third party beneficiary contract. No Participant, and no other person or entity, is an intended third party beneficiary of this Agreement.

24. Assignment

Neither Party shall have the right to assign or transfer its obligations under this Agreement, voluntarily or by operation of law, without first obtaining the written consent of the other Party, and any attempted assignment or transfer in the absence of such consent shall be void and of no effect. This Agreement shall not be assigned or transferred without prior written approval of the City Council.

25. Succession

Subject to the other terms of this Agreement, this Agreement will inure to the benefit of, and be binding on, each Party's permitted successors and assigns.

26. Captions

All Section captions are for reference only and will not be considered in interpreting this Agreement.

27. Severability

If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect, unless the absence of the invalid, void or unenforceable provision or provisions causes this Agreement to fail in its essential purposes in which case, the Parties will meet in good faith to consider negotiating amendments to this Agreement.

28. Appropriations Clause

The City, as an entity of government, is subject to the appropriation of funds by its legislative body in the amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.

29. Further Actions

Each of the Parties agrees to execute and deliver such further instruments and actions as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof. In addition, the Parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement.

30. Local, State, and Federal Laws

Neither Party shall take any action, in furtherance of this Agreement, which is illegal under any applicable federal, state, county and local rules, including without limitation, all statutes, laws, ordinances, regulations and codes (hereinafter "Laws"). Both Parties shall comply with all applicable Laws. Should either Party be found to have violated any Laws in furtherance of this agreement, it shall not be entitled to any costs or compensation.

31. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that in any dispute between them relating to this Agreement, exclusive state court jurisdiction shall be in the trial courts located in Brevard County, Florida, and exclusive federal court jurisdiction shall be in Orlando, Florida, any objections as to jurisdiction or venue in such courts being expressly waived.

32. Amendments

This Agreement may be amended only in writing signed by each of the parties. The only persons who have the authority to amend this Agreement on behalf of CATC are its Chief Executive Officer and President.

33. Entire Agreement

This document is intended by the parties as the final and binding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements. Moreover, no representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

34. Attorney's Fees.

In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorney's fees and paralegal fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings.

35. Non-Waiver.

No delay or failure by either party to exercise any right under this Agreement and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

36. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

37. Standard of Care.

In performing its services hereunder, CATC shall use the degree of care and skill ordinarily exercised, under similar circumstances by reputable members of its profession practicing in the same or similar locality.

38. Contractor's Signatory.

The undersigned person executing this Agreement on behalf of each party hereby represents and warrants that he/she has the full authority to sign this Agreement and to fully bind their principal to the terms and conditions set forth in this Agreement.

39. Authorization to Piggyback.

This Agreement may be made available for use by other governmental agencies.

IN WITNESS WHEREOF, the Parties hereto have executed this Employee Health Center Service Agreement on the day and year first written above.

CATC:

The City of Satellite Beach, a Florida municipal corporation:

CareATC, Inc.

Name: _____

By: _____

By: Frank P. Catino

Title: _____

Title: Mayor

EXHIBIT A

**EMPLOYEE HEALTH CENTER
LOCATIONS, SCHEDULE AND IMPLEMENTATION**

Type of Employee Health Center: Near Site

Name: City of Satellite Beach

Address: 1087 S. Patrick Drive

City, State, Zip: Satellite Beach, FL 32937

Hours/Staffing Schedule: Hours:

Monday	1:00pm - 5:00pm
Tuesday	1:00pm - 5:00pm
Wednesday	8:00am -12:00pm
Thursday	8:00am -12:00pm
Friday	None at present

Staff: One physician or Advance Register Nurse
Practitioner and one medical assistant

The hours and/or staffing levels may be adjusted upon mutual agreement between the City Manager and CATC.

Observed Holidays:

The Employee Health Center shall be closed on the following observed holidays, unless otherwise agreed by the parties: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and two floating holidays selected by the City - Martin Luther King, Jr.'s Birthday, and Veteran's Day

EXHIBIT B

CATC AND EMPLOYEE HEALTH CENTER FEES

The City agrees to compensate CATC for services rendered under this Agreement as follows:

1. The City agrees to pay for all initial setup expenses, including but not limited to equipment, supplies, pharmaceutical, and initial inventory.
2. CATC shall invoice the City for the cost of all service related expenses on a monthly basis. In addition, CATC may submit interim invoices for purchases, with prior written approval from the City, of equipment or supplies exceeding Two-Thousand and Five-Hundred Dollars (\$2,500) in cost.
3. The City will pay all fees described in this Exhibit in accordance with the Florida Prompt Payment Act. If the City disagrees with any CATC invoice, the City shall pay all undisputed invoiced amounts, notify CATC of the disputed amount and the reasons for which it is disputed, and CATC will segregate such disputed amounts from undisputed amounts until the matter is resolved.
4. Fees Payable by the City:
 - a. CATC Administration Fee: \$21.00 Per Eligible Employee/Retiree Per Month

The Monthly Fee shall cover the following:

CATC Corporate Support	Accounting
Chief Medical Officer	Chief Operating Officer
Facilities Management	Human Resources
Contract Administration	Implementation Team
IT Support	Marketing Team
Materials\Purchasing Team	Partnership Relations Manager
Patient Access Call Center	Physician & Staffing Recruiter
Reporting - Monthly, Quarterly, and Annual	
Quality Management and Credentialing RN	
Employee Health Center Operations Manager	

- b. Payment for Laboratory Testing and Pharmaceutical Drugs: The City will pay CATC on a monthly pass-through basis for the laboratory testing performed and medications dispensed on a pass-through basis. Such a system means that CATC will purchase these services and items, using reasonable efforts to secure bulk discounts in pricing.
 - c. Subject to the City's prior written approval based on an estimate to be provided by CATC, the City will reimburse CATC for all pass through costs of conducting PHA's for each participating adult. This will include staff, lab and travel costs. Current lab fees are \$16.25, per Participant, plus \$5.50 per PSA (males over the age of 45) one time per year or as otherwise authorized by the City, and a dedicated PHA Team to provide PHA related services as agreed upon by the Parties.

Additional charge of \$10.00 per hardcopy PHA Booklet, which includes printing and mailing costs and online access to CATC website for Participant.

- (i) Travel Costs for annual PHA event: Subject to the City's prior written approval based on an estimate to be provided by CATC, the City agrees to pay CATC for all Travel Costs for CATC staff on a pass-through basis to provide onsite PHA related services.
 - (ii) Travel costs shall include car rental, airfare, baggage fees, hotel (double occupancy, per diem per PHA team member per current IRS per diem rates at time of travel, gas, parking, tolls, mileage at IRS Business Mileage Rate.
 - (iii) Whenever possible, CATC shall coordinate team travel for City PHA's to be performed at the same time as other CATC clients in the area. If PHA services are provided to the City in conjunction with other area clients, CATC shall invoice the City only for a prorated share of travel expenses. The prorated amount for airfare shall be divided equally between the City and other area clients. All other travel expenses will be prorated based on the actual number of days PHA's are provided for each area client.
- d. Other Operational Expenses – CATC will invoice the City for 100% of health center operational expenses. In the event the City enters into inter-local agreement(s) with other entities to allow clinic access by other entities, these expenses will be apportioned based on total employee headcount.
- (i) Payment for Health Professionals, the City will pay CATC for the cost of the Health Professionals on a pass through basis inclusive of all benefits provided by CATC to the Health Professionals. The rates below are estimated rates as of the date of this Agreement and include benefits provided by CATC to the Health Professionals. Any amounts greater than the estimated rates, must be approved by the City in writing in advance in order for such amount(s) to be effective. The Health Professionals' compensation will be reviewed and is subject to be changed on an annual basis, subject to the City's approval.
 - a. Doctor: salaried at a rate not to exceed \$140 per hour.
 - b. Advanced Register Nurse Practitioner: salaried at a rate not to exceed \$70 per hour.
 - c. Licensed Practical Nurse: hourly at a rate not to exceed \$28.00 per hour
 - d. Medical Assistant: hourly at a rate not to exceed \$24.00 per hour
 - e. The above hourly payment rates are inclusive of the following benefit costs for CATC's Employee Health Center Health Professionals: Social Security taxes, Medicare taxes, Federal and State Unemployment taxes, Workers Compensation, health insurance, 401(K) match, long term disability and paid time off for vacation, sick, continuing medical education and holidays.
 - f. Should a Health Professional leave on Short Term disability, the City will reimburse CATC separately as incurred at a rate of 60% of the employee's salary but not to exceed \$1,000.00 per week. The short term disability will start after the employee has been out for 2 weeks and will be paid up to the time the long term disability becomes effective. An approved request for Short-Term Disability must be submitted and approved by CATC. In the event a Health Professional leaves on Short Term Disability, all temporary staffing costs will be passed through not to exceed the rates stated above.

- g. CATC will be responsible for any fees incurred related to the recruitment of and/or hiring of Health Professional(s).
 - h. All hourly staff will be paid for actual hours worked inclusive of patient care beyond scheduled hours and opening/closing duties and will be paid overtime at the rate of one and one-half times the hourly rate for all hours worked in excess of 40 hours per week.
 - i. The number and types of the health professional staffing composition shall be based upon mutual agreement between the City and CATC.
- (ii) Payment for Equipment Supplies Licenses and Permits: The City agrees to pay CATC for equipment, supplies, licenses, and permits on a pass-through basis. CATC agrees to purchase the equipment and supplies, using reasonable efforts to secure bulk price discounts and competitive pricing. CATC will invoice the City for CATC's actual cost to purchase the equipment and supplies.
 - (iii) Payment for disposal of medical waste. CATC agrees to use reasonable efforts to secure competitive pricing and to invoice the City for the actual cost of the service.
 - (iv) Electronic Medical Records (EMR) Expenses:
 - a. Monthly maintenance fee (includes technology equipment): \$250.00
 - b. Monthly license fee: 1 physicians @ \$173.00 ea. = \$173.00
 - c. Fax Line Gateway Service Fee: \$40.00 per month (includes 500 faxes or 1,000 pages, whichever is reached first, plus \$.04 per page for any overage)
 - d. EMR training to be provided to Employee Health Center staff, and invoiced by CATC to the City on a pass-thru basis.
 - e. Travel costs as approved by the City for Employee Health Center staff to attend EMR Training
5. Unless otherwise expressly stated herein, no other compensation will be paid to CATC by the City under this Agreement.
6. Notwithstanding that CATC's compensation is derived, in part, by hourly rates of Health Professionals providing Covered Services hereunder, such compensation shall not be construed or interpreted to create any employer- employee relationship between the City and said Health Professionals. Further, the City shall not be responsible or liable for paying or withholding payroll taxes or benefit fees for the Health Professionals. Said responsibility shall lie solely with CATC.

EXHIBIT C
INSURANCE AND LIABILITY

1. **CATC:** CATC agrees to obtain and maintain the following types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then such coverage may be obtained on a claims-made basis with a minimum three (3) year “tail” following the termination or expiration of this Agreement:
 - a. General Liability - \$1,000,000.00 / \$3,000,000.00 of Comprehensive General Liability insurance including independent contractors, contractual liability, personal liability, and broad-form property damage endorsements, naming the City as an Additional Insured on all coverages.
 - b. Automobile, Non-Owned Automobile and Hired Auto Liability - \$1,000,000.00 combined single limit for any owned, non-owned, hired or borrowed automobile, naming the City as an Additional Insured.
 - c. Worker’s Compensation – Statutory in accordance with the laws of the State of Florida, and Employer’s Liability Insurance in the minimum amount of \$100,000 each employee each accident, \$100,000 each employee by disease, and \$500,000 aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.
 - d. Professional Liability - \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate with an insurance company on behalf of any Health Professionals employed at the Employee Health Center, naming the City as an Additional Insured. Physician shall acquire and maintain personal professional liability insurance and shall notify CATC of any issues which might provide reason for, or require, alteration or termination of such insurance coverage.
 - e. Property – If CATC is using its own property or the property of the City in connection with the performance of its obligations under this Agreement, then Property Insurance on an “All Risks” basis with replacement cost coverage for property and equipment in the care, custody, and control of others is required.

CATC and all health professionals shall furnish the City, prior to the start of any operations under this Agreement or the commencement of work/provision of services by any health professional, satisfactory proof of carriage of the insurance required herein with a certified copy of the insurance policy with a completed and effective declaration page with an insurance company satisfactory and acceptable to the City. Certificates of insurance are not acceptable proof of insurance coverage. All such policies shall be issued by companies of recognized responsibility licensed by the State of Florida Insurance commissioner or to do insurance business for the type of policy issued pursuant to this contract agreement in Florida and rated by Best’s Insurance Reports or Best’s Key Rating Guide or any successor publication of comparable standing as determined by the City and carrying a rating of A+ or better with a financial quality of at least VII or better or the then equivalent of such rating. Insurance required by this Agreement shall be continuously maintained by CATC and all

health professionals with current copies of all policies and active and effective copies of all declaration pages being maintained in the offices of the City.

In the event that the CATC fails for any reason to procure or maintain insurance coverage at the minimum amounts required herein or otherwise consistent with this Agreement, the City, at the City's sole discretion, may secure insurance coverage at the CATC's expense, or may declare the CATC in default. CATC shall reimburse the City for the cost of such insurance coverage secured by the City within thirty (30) days of CATC's receipt of an invoice from the City for such insurance coverage. CATC shall be responsible for the payment of any applicable deductibles set out in the insurance policy secured by the City. Any bill for insurance paid by the City shall be regarded as delinquent, which if not paid within said thirty (30) day time period shall bear interest at the highest rate allowed by law on the amount so paid by the City; provided, that in no event shall the interest rate ever exceed the then lawful rate of interest. The City also reserves the right to withhold from the fees/payments to CATC provided for in Exhibit "B" any amounts due the City for securing such insurance.

Additional Insured Requirements: Except as to Workers' Compensation, said Certificate(s) and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Satellite Beach, a municipal corporation of the State of Florida, its officers, agents and employees as Additional Insured. The name for the Additional Insured endorsement issued by the insurer shall read "City of Satellite Beach, a municipal corporation of the State of Florida, its officers, employees and agents." The Policies must be specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and non-renewal. This endorsement must be attached to the Certificate of Insurance.

Waiver of Subrogation: CATC shall agree by entering into this Agreement to a Waiver of Subrogation for each required policy. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should CATC enter into such a Contract on a pre-loss basis.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and failure to request evidence of such insurance shall not be construed as a waiver of CATC's obligation to provide for the insurance coverage specified.

Deductible Amounts: All deductible amounts shall be paid for and be the responsibility of CATC for any and all claims under this Agreement.

Note: CATC shall require that any medical waste company used by CATC shall submit a Certificate of Insurance for General Liability and Environmental Waste Disposal and shall name the City as an Additional Insured.

2. City. City agrees to obtain and maintain the following types of insurance:
 - a. General Liability - \$1,000,000.00 / \$3,000,000.00 of Comprehensive General Liability insurance including premises, independent contractors, contractual liability, personal injury, and broad form property damage endorsements.
 - b. Automobile, Non-Owned Automobile, and Hired Auto Liability - \$1,000,000 combined single limit for any owned, non-owned, hired or borrowed automobile.
 - c. Worker's Compensation – Statutory in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of \$100,000 each employee each accident, \$100,000 each employee by disease, and \$500,000 aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s), City will furnish CATC with a letter evidencing City's self-insured and excess coverages set forth above. City shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in such coverage.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to CATC, and failure to request evidence of such insurance shall not be construed as a waiver of City's obligation to provide the insurance coverage specified.

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00) or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this Agreement.

EXHIBIT D

INTERLOCAL AGREEMENT

BETWEEN

THE CITIES OF COCOA, COCOA BEACH, ROCKLEDGE,

AND SATELLITE BEACH

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**"), is entered into and effective this ___ day of _____, 2016 by and between the City of Satellite Beach, Florida, a Florida municipal corporation ("**Landlord**") and CareATC, Inc., an Oklahoma company ("**Tenant**") (collectively, Landlord and Tenant may be referred to as the "**Parties**").

WITNESSETH:

1. **Premises.** The Landlord, for and in consideration of the payments, covenants, conditions, agreements and stipulations contained herein, all of which Tenant agrees to promptly perform or satisfy, does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the following described real property located in the County of Brevard, State of Florida, to-wit:

26 373500 2522 1087 SOUTH PATRICK DR SATELLITE
BEACH PT OF S 514.53 FT OF W 577.54 FT OF NW ¼ OF NW
¼ E OF SOUTH PATRICK DR AS DESC IN ORB 4100 PG
3553 EXC RD R/W (the "**Premises**").

2. **Term.** The term of this Lease shall be for a period of three (3) years beginning _____ and ending on _____, except that this Lease shall automatically terminate in the event that the Employee Health Center Service Agreement, by and between the Parties and dated _____, 2016 ("**Service Agreement**") is terminated. The Service Agreement is attached hereto as **Exhibit "A"** and fully incorporated herein by this reference. This period shall be referred to hereinafter as the "Lease Term".

3. **Use of Premises.** Tenant shall use and occupy the Premises solely for use as Tenant's Employee Health Center, as more specifically set forth in the Service Agreement. Tenant shall not be permitted to use or occupy the Premises for any other use. Any use of the Premises other than as set forth in this paragraph shall constitute a material default under the terms of this Lease. "**Employee Health Center**" shall mean a health center providing voluntary health services to eligible individuals for the purpose of treating minor illnesses, conducting health assessments, physicals, and screenings, providing vaccinations, acute and injury care, laboratory services and dispensing certain medications under the direction, supervision and control of the health professionals retained by Tenant, pursuant to the Service Agreement.

4. **Rent.** As rent for the use and occupancy of the Premises, Tenant shall pay to Landlord the annual rental amount of One and 00/100 DOLLARS (\$1.00) commencing on _____. Landlord shall require no security deposit from the Tenant. Rent shall be delivered by Tenant to the City Manager's Office, City of Satellite Beach, 565 Cassia Boulevard, Satellite Beach, Florida, or such other place as Landlord may designate in writing.

5. **Buildout of Premises.** Tenant, at its cost and expense, will be fully responsible for the buildout of the Premises in accordance with the floorplan shown in **Exhibit "B"**, attached hereto and fully incorporated by this reference. Tenant shall be solely responsible for payment of, on a timely, lien-free basis, the entire Health Center Improvement Costs; payment for both the buildout and startup costs shall be in accordance with the Interlocal Agreement Between the Cities of Cocoa, Cocoa Beach, Rockledge, and Satellite Beach, **Exhibit "C"**,

attached hereto and fully incorporated by this reference. **Health Center Improvement Costs** shall mean all of the costs to design, construct and install the Employee Health Center, including, without limitation, the costs of the following:

- (a) All design and construction work required to construct the Employee Health Center upon the Premises
- (b) All permits, connection fees, plan checks, inspections and license fees related to the construction and installation of the Employee Health Center required in and for the Premises; and
- (c) All other costs related to the construction and installation of the Employee Health Center, including without limitation, the cost of labor, materials, supplies, contractor's overhead, fees and general conditions.
- (d) All items installed shall be new.
- (e) Only licensed contractors shall be used.
- (f) All improvements made shall be owned by Landlord.

Tenant shall comply with §255.05, Florida Statutes. Tenant shall also comply with all mechanic's lien laws. Tenant shall do all things necessary to prevent the filing of any mechanics' or other liens against the Landlord's property by reason of any work, labor, services or materials performed or supplied or claimed to have been performed or supplied to Tenant. If any such lien shall at any time be filed, Tenant shall either cause the same to be vacated and cancelled of record within twenty days after the date of the filing thereof, or if Tenant in good faith determines that such lien should be contested, Tenant shall furnish such security, by surety bond or otherwise, as may be necessary or be prescribed by law to release the same as a lien against the Landlord's property or any interest therein, and to prevent any foreclosure of such lien during the pendency of such contest. If Tenant fails to vacate or release such lien in the manner and within the time period aforesaid, then, in addition to any other right or remedy of the Landlord resulting from Tenant's default, the Landlord may, but shall not be obligated to, vacate or release the same either by paying the amount claimed to be due or by procuring the release of such lien by giving security or in such other manner as may be prescribed by law. Tenant shall repay to the Landlord all sums disbursed or deposited by the Landlord pursuant to the foregoing provisions of this Paragraph in connection therewith. However, nothing contained herein shall imply any consent or agreement on the part of the Landlord to subject its interest in the Landlord property to liability under any mechanics' or other lien law, whether or not the performance or the furnishing of such work, labor, services or materials to Tenant, or anyone operating through or under Tenant, shall have been consented to by Tenant and/or any of such other parties.

6. **Utilities and Services.** The City shall provide the following items and services for the operation of the Premises: electricity, heat and cooling; ventilation; hot and cold running water; lighting and bulb replacement; structural and cosmetic repairs to the facilities, regular trash and janitorial service, as-needed janitorial service during operating hours of the employee health center, reasonable security, access, telephone and facsimile, and high-speed internet service. Tenant shall provide medical waste services at the expense of the City.

7. **Taxes and Assessments.** Tenant shall not be responsible for any Real Estate Taxes incurred by Landlord. As used herein, the term “**Real Estate Taxes**” shall be defined as (i) all real property taxes and assessments levied by any public authority against the Premises; (ii) all personal property taxes levied by any public authority on personal property of Landlord used in the management, operation, maintenance and repair of the Premises, (iii) all taxes, assessments and reassessments of every kind and nature whatsoever levied or assessed in lieu of or in substitution for existing or additional real or personal property taxes and assessments on the Premises; or (iv) amounts necessary to be expended because of governmental orders, whether general or special, ordinary or extraordinary, unforeseen as well as foreseen, of any kind and nature for public improvements, services, benefits or any other purposes which are assessed, levied, confirmed, imposed or become a lien upon the Premises or become payable during the Term.

8. **Liability/Indemnification/Insurance.**

(a) **Disclaimer of Liability.** The Landlord shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Tenant's use, operation, maintenance and repair of the Premises.

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

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

(d) This section shall be in addition to and separate from any insurance provided for by or pursuant to this Agreement. This section relating to indemnification shall survive the termination of this contract agreement. In the event of a conflict between this paragraph and other provisions of the contract documents, this paragraph shall control.

(e) Insurance. During the term of the Agreement, the Tenant shall maintain in full force and effect, and at its sole cost and expense, the types and limits of insurance as set forth in **Exhibit "C"** of the Service Agreement.

9. **Interruption of Service.** Landlord does not warrant that any services to be provided by Landlord will be free from interruption due to causes beyond Landlord's reasonable control. In the event of temporary interruption of services or unavoidable delay in the making of repairs, the same shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises nor render Landlord liable to Tenant for damage by-abatement of rent or otherwise, nor shall the same relieve Tenant from performance of Tenant's obligations under this Lease. Tenant shall promptly notify Landlord of any such interruption of service in writing and shall assist Landlord by any means at its disposal to rectify the situation.

10. **Waiver of Claim.** In addition to any other provisions of this Lease, Tenant waives and releases all claims against Landlord, its agents, employees, and servants, in respect of, and they shall not be liable for, injury or death to person or damage to Premises sustained by Tenant or by any occupant of the Premises or the Premises, or any other person occurring in or about the Premises, resulting directly or indirectly from any existing or future condition, defect, matter or thing in the Premises or any part of it, or from equipment or appurtenance therein, or from accident, or from any occurrence, act, or from intentional conduct, negligence or omission of the Landlord, any tenant or occupant of the Premises, or of any other person. This paragraph shall apply especially, but not exclusively, to damage caused as aforesaid or by flooding, sprinkling devices, air conditioning apparatus, water, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or omission of other tenants, occupants, trespassers, invitees, or of any other persons, and whether such damage be caused or result from any thing or circumstance above or any other thing or circumstance, whether of a like or wholly different nature. If any such damage to the Premises or any equipment or appurtenance therein, or to any tenant thereof or anyone else, results from any act or omission or negligence of Tenant, its employees, guests or invitees, Landlord, at Landlord's option, may but shall not be obligated to pay or repair such damage and Tenant shall, within ten (10) days following demand by Landlord, reimburse Landlord for air cost of such repairs and damages both to the Premises and to the tenants thereof, or anyone else, in excess of the amount, if any, paid to Landlord under insurance covering such damages. Said reimbursement shall be treated as additional rent under the terms of this Lease. All tangible personal property in the Premises belonging to Tenant, its agents, employees or invitees, or to any occupant of the Premises, shall be there at the risk of Tenant or other person only, and Landlord shall not be liable for damage thereto or theft, misappropriation, or loss thereof.

11. **Repair and Care of Premises.** Landlord shall, at Landlord's own reasonable expense, keep and maintain the Premises and appurtenances thereof, in good order and repair throughout the Lease Term and any extensions thereof. Tenant shall inform Landlord of any condition upon the Premises that may reasonably result in damage or injury to property or

persons. Landlord's responsibilities and expense incurred under this paragraph for repair, periodic maintenance, and replacement, shall include but not be limited to all of the following:

- (a) Plate glass and all other glass in the Premises, doors, doorways and locks;
- (b) Lamps, bulbs, ballasts, starters and light fixtures in the Premises;
- (c) Sprinkler lines and leads, if any;
- (d) Heating, ventilation and air conditioning equipment;
- (e) Electrical lines, fixtures and equipment within the Premises;
- (f) Plumbing and sewer lines, fixtures and equipment within the Premises (including those located within the concrete slab);
- (g) Insect extermination services by a licensed pest control operator on a monthly basis, and any other pest extermination services as needed;
- (h) All other periodic replacement and maintenance duties within and upon the Premises' not otherwise specifically allocated to Tenant under the terms of this Agreement;
- (i) Replace and maintain when necessary the roof of the Premises, and the driveways and parking lot pavement, curbs and sidewalks serving the Premises;
- (j) Replace and maintain structural walls and other structural elements of the Premises, and the foundation, footers and concrete slab of the Premises (including utility lines within or beneath said slab);
- (k) Replace when necessary the air handler and compressor comprising part of the HVAC system serving the Premises;
- (l) Replace when necessary the main utilities switch(s), lines and valves serving the entire Premises;
- (m) General maintenance and clean up of the driveways, parking lot, sidewalks and grounds serving the Premises;
- (n) Arrange for central refuse collection and disposal, not including medical wastes which shall be arranged for by the Tenant;

(o) Irrigation, maintenance and periodic replacement of landscape materials;

(p) Illumination of the Premises exteriors, parking lot, and arrange utilities services for the grounds, Premises sign; and

(q) Maintenance of the exterior of the Premises and the roof, downspouts, gutters.

(r) Any provision of this lease to the contrary notwithstanding, Tenant shall maintain at its sole expense any portion of the Premises, to the extent that such maintenance is necessitated by negligent act or omission, or by any intentional abuse, misuse or neglect, by Tenant or its agents, invitees, employees or contractors.

Tenant shall use the plumbing and sewage systems in the Premises only for their intended purpose, and shall not place or permit its employees, contractors, customers or invitees to place therein any caustic, acid, corrosive or concentrated substances or objects which are likely to cause damage to the plumbing systems, or cause them to become nonfunctioning. Should Tenant violate this covenant, Tenant shall be liable to Landlord for the full cost of cleaning, repairing or rebuilding the plumbing systems, which amount(s) shall be payable as additional rent hereunder.

If Tenant (a) refuses to or neglects to make repairs, or (b) if Landlord is required to make exterior or structural repairs by reason of Tenant's negligent acts or omissions, Landlord shall have the right, but shall not be obligated, to reasonably make such repairs, on behalf of and for the account of Tenant. In such event, such work shall be paid for by Tenant as additional rent promptly upon receipt of a bill therefor.

12. **Laws, Waste or Nuisance.** CATC shall, at its own expense and cost: (a) comply with all governmental laws, ordinances, orders and regulations affecting the Premises now in force or which hereafter may be in force; (b) comply with and execute all rules, requirements and regulations of the Board of Fire Underwriters, the City's insurance companies and other organizations establishing insurance rates; (c) not suffer, permit or commit any waste or nuisance; and (d) not conduct any auction, distress, fire or bankruptcy sale on the Premises.

13. **Compliance with Laws and Regulations.** Tenant shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, as amended from time to time, affecting or respecting the use or occupancy of the Premises or the use of the Premises at any time thereon transacted by the Tenant, and Tenant shall comply with all rules, as amended from time to time, which have been or may be adopted hereafter by Landlord for the protection, welfare and orderly management of the Premises and its tenants.

14. **Holding Over.** Upon expiration of this Lease, Tenant's continued possession of the Premises shall be a default hereunder and, in addition to all other remedies available to Landlord, Landlord shall be entitled to collect from Tenant \$7,500 per month (or portion thereof) for a holdover tenant during the holdover period.

15. **Termination.** This Agreement may be terminated by either party with thirty (30) days prior written notice to the other party. Additionally, in the event the Service Agreement is terminated, this Lease shall automatically terminate simultaneously.

16. **Signs.** Tenant at its expense, may install one sign identifying the name of Tenant's business on the fascia below the roof on the front of the Premises in an area designated by Landlord for signage associated with the Premises. The design and copy shall be subject to the absolute discretion of the Landlord. Tenant also agrees to follow all applicable governmental standards, restrictions and requirements, and Tenant shall keep its fascia identification sign in good repair, all at Tenant's expense.

Tenant shall not install signs in the windows and doors of the Premises or upon any other part of the Premises or grounds, except as may be permitted in the operating agreement with the Landlord. Any signs installed by Tenant with Landlord's permission shall be maintained in good repair and shall be removed by Tenant upon demand by Landlord or at the expiration of this Lease at Tenant's expense. Landlord reserves the right to withhold its consent for said signs with or without cause, and Tenant acknowledges that it is within Landlord's sole discretion as to whether to permit additional signs.

17. **Warranty of Quiet Enjoyment.** Tenant, upon paying the sums herein provided and keeping and performing the covenants of this Lease to be performed by Tenant, shall peacefully and quietly hold, occupy, and enjoy the Premises during the Lease Term or any renewal thereof without any hindrance or molestation by Landlord or any persons lawfully claiming under Landlord.

18. **Assignment and Subletting.** Tenant shall not assign this Lease nor sublet all or any part of the Premises. A sale or transfer of a majority or all of the assets, stock, voting power, or other similar authorities of the Tenant shall constitute an assignment of the Lease. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for seeking Landlord's consent to any subsequent assignment or subletting.

19. **Fire or Other Casualty.** In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Agreement, whereby the same shall be rendered untenable, then Landlord or Tenant shall have the right to terminate this Lease within one hundred eighty (180) days from the date the Premises is rendered untenable. The termination herein mentioned shall be evidenced in writing. In such event of that the Premises becomes untenable, no rent shall be suspended or apportioned.

20. **Eminent Domain.** If the whole of the Premises shall be taken by any public authority under the power of eminent domain, or if so much of the Premises or grounds shall be taken by any such authority under the power of eminent domain so that the Tenant cannot continue to operate the Premises for its administrative offices, then the term of this Lease shall cease as of the day possession shall be taken by such public authority and the rent shall be paid up to that day with proportionate refund by Landlord of any such rent as may have been paid in advance or deposited as security. The amount awarded for any taking under the power of eminent domain shall belong to and be the property of the Landlord whether such amount be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises or as damage to the residue. Tenant shall have no claim to any amount so awarded.

If only part of the Premises shall have been taken under this power of Eminent Domain and the Premises so taken may be replaced, repaired, or restored within a period of 180 days from the date of taking thereof and thereby make said Premises, as rebuilt, repaired, or restored, usable for Tenant's purposes as herein described, then in each such event Landlord may either terminate this Lease or notify Tenant within 15 days from the date of such taking, of Landlord's election to repair or restore such taken area and this Lease shall continue in full force and effect.

21. **Waiver.** No waiver of any of the covenants and agreements herein contained or of any breach thereof shall be taken to constitute a waiver of any other subsequent breach of such covenants and agreements or to justify or authorize the non-observance at any other time of the same or of any other covenants and agreements hereof.

22. **Notices.** All notices required under this Lease to be given to Tenant may be given to it at the Premises, or at 4500 South 129th East Avenue, Suite 191, Tusla, OK, 74134 or at such other place as Tenant may designate in writing. Any such notice to be given to Landlord under this Lease shall be given to it at 565 Cassia Boulevard, Satellite Beach, Florida, or at such other place as Landlord may designate in writing. All notices shall be in writing and shall be sent by certified mail, postage prepaid, overnight delivery service or by personal delivery.

The notices required or permitted to be given pursuant to the terms of this Lease shall be deemed to be duly given if deposited in the United States mail, postage prepaid, by registered or certified mail, addressed to the parties at the places above named, or such other places as they may hereafter designate in writing for the delivery of such notices or upon delivery if hand delivered or sent by overnight delivery service. In lieu of hand delivery of notice to Tenant, Landlord shall be entitled to post the notice conspicuously upon the exterior of the Premises.

23. **Improvements, Fixtures, Alterations, Unauthorized Use of Premises.** Except as set forth in **Exhibit "B"**, the Tenant shall not, without Landlord's prior written consent, make any improvements or attach any fixtures in or to the Premises or change, alter or make additions to the Premises, or install, attach or affix any article thereto, nor permit any annoying sound or light device, install any additional locks, overload any floor, or deface the Premises. Any attached fixtures or any installations, alterations, additions or improvements made or attached by Tenant upon the Premises shall, on the expiration or termination of this Lease, if requested by Landlord, be promptly removed at Tenant's expense and the Premises restored by Tenant at its expense to its original condition, ordinary wear and tear excepted. Any such fixture, alteration, addition and/or improvement not requested to be removed shall remain on the Premises and shall become and remain the property of Landlord. All Tenant's fixtures, installations, alterations, additions, improvements and personal property not removed from the Premises upon expiration or termination, and not required by Landlord to have been removed as provided in this paragraph, shall be conclusively presumed to have been abandoned by Tenant and title thereto shall pass to Landlord under this Lease as if by a bill of sale. Tenant shall make no change to the Premises which weakens any structure on the Premises, upsets the architectural integrity of the Premises, or otherwise decreases the rental value of the Premises. Tenant is specifically prohibited from making any structural alterations to the Premises without the express prior written consent of Landlord.

24. **Redelivery of Premises.** Tenant shall, on the expiration of this Lease, deliver up the Premises in as good order and condition as it now is or may be put by Landlord, reasonable use and ordinary wear and tear thereof and damage by fire or other unavoidable casualty,

condemnation or appropriation excepted, and Tenant shall promptly surrender all keys to the Premises to Landlord.

25. **Examining Premises.** Landlord or its duly authorized agent shall have the right to enter the Premises at all reasonable times to examine the condition of the same and to make repairs to the Premises.

26. **Cleanliness of Premises.** Tenant will keep the interior of the Premises clean and will not store any refuse, trash or hazardous materials in the Premises, other than in the refuse containers.

27. **Rights Reserved to Landlord.** Landlord shall have the following rights exercisable without notice and without liability to Tenant:

(a) To have and utilize pass keys to the Premises;

(b) To approve the weight, size and location of safes and other heavy articles or equipment in and about the Premises; and

(c) At any time or times to decorate and to make, at Landlord's own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises or any part thereof, and to perform any acts related to the safety, protection and preservation thereof, and during such operations to take into and through the Premises or any part thereof all material and equipment required and to close or temporarily suspend operation of entrances, doors, corridors or other facilities; provided that Landlord shall cause as little inconvenience or annoyance to Tenant as is reasonably practical in the circumstances. The Landlord may do any such work during or outside of ordinary business hours.

28. **Rights and Remedies Reserved to Landlord.** All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law.

(a) If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against Tenant, or any voluntary or involuntary proceedings in any court shall be instituted to declare Tenant insolvent or unable to pay Tenant's debts, or Tenant makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for Landlord or for the major part of Tenant's property, then and in any such event Landlord may, if Landlord so elects, but not otherwise, and with or without notice of such election and with or without entry -or other action by Landlord, forthwith terminate this Lease.

(b) If the leasehold interest of Tenant be levied upon under execution or attached by process of law; or if Tenant abandons the Premises; then and in any such event Landlord, if it so elects forthwith, or at any time thereafter while such default continues, either may terminate Tenant's right to possession without terminating this Lease, or may terminate this Lease.

(c) Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of the Tenant's right to possession without termination of the

Lease; the Tenant shall surrender possession and vacate the Premises immediately and deliver possession thereof to the Landlord.

(d) Tenant shall pay all Landlord's costs, charges and expenses, including, but not limited to, the fees of counsel, agents and others retained by Landlord, incurred in enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiation, bankruptcy or insolvency proceeding or transaction or appeal including those in which Tenant causes Landlord to become involved or concerned.

(e) If Tenant violates any of the terms and provisions of this Lease, or defaults in any of its obligations hereunder, other than the payment of rent or other sums payable hereunder, Landlord shall have the right to restrain such violation and shall have the right to enforce the terms of this Lease by injunction.

(f) In addition to all other rights and remedies granted to Landlord under this Lease, in the event of default by Tenant, Landlord shall have the right to enter into the Premises after written notice of intent to enter the Premises and three (3) day opportunity to cure the default specified in such notice for the purpose of securing same, taking possession of Tenant's personal property contained therein, and changing all locks on doors to the Premises for the purpose of dispossessing Tenant, all without creating liability or obligation of any nature to Tenant and without causing a forfeiture or termination of Landlord's rights or Tenant's obligations under this Lease.

29. **Liens.**

(a) Tenant agrees that Tenant will pay immediately all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other liens of like character, and will indemnify Landlord against all legal costs and charges or bond premiums for release of liens, including attorney fees reasonably incurred (whether litigation is necessary or not) in discharging the Premises or any part thereof from any liens, judgments, or encumbrance caused or suffered by Tenant. It is understood and agreed between the parties hereto that the cost and charges above referred to shall be considered additional rent. The foregoing shall not be deemed to authorize any repairs, alterations, additions or improvements by Tenant.

(b) The Tenant herein shall not have any authority to create any liens for labor or material on the Landlord's interest in the land and Premises, and all persons contracting with the Tenant for the erection, installation, alteration, or repair of improvements on or to the above described Premises, and all materialmen, contractors, mechanics, and laborers are hereby charged with notice that they must look to the Tenant and to the Tenant's interest only in the Premises to secure the payment of any bill for work done or material furnished to the Premises during the rental period created by this Lease.

30. **Severability.** It is understood and agreed that in the event any provision of this Lease shall be adjudged, decreed, held or ruled to be invalid, such portion shall be deemed severable, and it shall not invalidate or impair the agreement as a whole or any-other provision of the agreement.

31. **Binding Agreement.** This Lease and all provisions, covenants and conditions thereof shall be binding upon and inure to the benefit of the heirs, legal representatives,

successors, and assigns of the parties hereto, except that no person, firm, corporation nor court officer holding under or through Tenant while Tenant is in violation of any of the terms, provisions or conditions of this Lease, shall have any right, interest or equity in or to this Lease, the terms of this Lease or the Premises covered by this Lease.

32. **Effect of Termination of Lease.** No termination of this Lease prior to the end of the term thereof shall affect Landlord's right to collect full rent, additional rent, and other payments, for the term of this Lease, except in the events specifically provided in this Lease, nor shall it affect Landlord's rights under the various indemnities, defense or hold harmless agreements made by Tenant.

33. **Rights Cumulative.** All rights, powers and privileges available hereunder to the parties hereto are cumulative and are in addition to the rights granted by law.

34. **Captions.** Paragraph captions throughout this instrument are inserted for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease or as a limitation of the scope of the particular paragraph to which they refer.

35. **Noise and Odor.** Tenant represents and warrants that Tenant's use of the Premises will not generate obnoxious odors or disturbing noises outside of the Premises. Any violation of this provision shall be considered a default under this Lease.

36. **Entire Agreement.** This Lease document and the addendum(s) attached hereto constitute the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Lease Agreement shall be valid unless in writing and signed by both the Landlord and the Tenant.

37. **No Recording.** Neither this Lease nor any evidence hereof shall be placed in the public records of the county in which the Premises are located by Tenant.

38. **Time is of The Essence.** Time is of the essence of this Lease agreement.

39. **Representations.** Tenant acknowledges that neither Landlord nor Landlord's agents, employees, or contractors have made any representations or promises with respect to the Premises or this Lease agreement except as expressly set forth herein. Tenant further agrees that no representations have been made to Tenant that any other tenants have leased or will continue to lease space within the Premises. The interpretation, construction and performance of the Lease Agreement shall be governed by the laws of the State of Florida.

40. **External Alterations.** Except as otherwise set forth herein, Tenant may not erect any signs or lighting, or install exterior decorations, or make any alterations to the exterior of the Premises, or any structure thereon, or otherwise alter the exterior of the Premises, or any structure thereon, in any manner. Any penetration shall not be constructed except with the written consent and approval of Landlord first obtained and it shall be constructed at the sole cost of Tenant. Any loss, costs or damages incurred by Landlord in correcting any unauthorized or incorrect roof penetration procured or performed by Tenant shall be due to Landlord from Tenant, upon demand, together with interest thereon at the maximum rate allowed by law from

date of disbursement to date of repayment, said reimbursement being in the nature of additional rent due under the terms of this Lease.

41. **Toxic Waste.** Tenant warrants that it shall not utilize the Premises, nor any part thereof, to treat, deposit, store, release, spill, dispose of, or place any hazardous substance, as defined by 40 U.S.C.A. Section 9601(14); nor will Tenant authorize any other person or entity to treat, deposit, release, spill, store, dispose of, or place any hazardous substance, as defined above, on the Premises, or any part thereof. In the event a release or threatened release of a hazardous substance is discovered on the Premises, regardless of whether Tenant was in any way responsible for such release, which subjects Landlord to liability, in any form whatsoever, under the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9607, under the Florida Resource Recovery and Management Act, Florida Statute Section 403.727 or under any other statutory or common law, Tenant agrees to indemnify, hold harmless and defend Landlord from and against any such liability or claims.

42. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

43. **Public Records.**

- (a) Tenant shall comply with Florida's public records law (ch.119, Florida Statutes), which specifically imposes upon Tenant, among other duties, (i) keeping and maintaining public records required by Landlord to perform its duties, obligations and services under the Agreement; (ii) upon request from the Landlord, providing Landlord with a copy of any requested public records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by ch. 119, Florida Statutes, or as otherwise provided by law; (iii) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Term of the Agreement, and any renewals or extensions ("Term") and following completion of the Term if Tenant does not transfer the records to Landlord; and (iv) upon completion of the Term, transfer, at no cost, to Landlord all public records in the possession of Tenant or keep and maintain public records required by Landlord to perform the Agreement.
- (b) If Tenant transfers all public records to Landlord upon completion of the Term, Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Tenant keeps and maintains public records upon completion of the Term, Tenant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Landlord, upon request from Landlord's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- (c) IF TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

TENANT'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS AGREEMENT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT 321-773-4407,
CLERK@SATELLITEBEACH.ORG, 565 CASSIA
BOULEVARD, SATELLITE BEACH, FL, 32937.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

TENANT:

City of Satellite Beach, Florida,
A Florida municipal corporation

CareATC, Inc., an Oklahoma company

By: _____
Courtney Barker, City Manager

By: _____
Title: _____

EXHIBIT A

EMPLOYEE HEALTH CENTER SERVICE AGREEMENT

CITY OF SATELLITE BEACH

AND

CAREATC, INC.

EXHIBIT B

EMPLOYEE HEALTH CENTER FLOORPLAN

EXHIBIT B

SATELLITE BEACH CLINIC FLOORPLAN

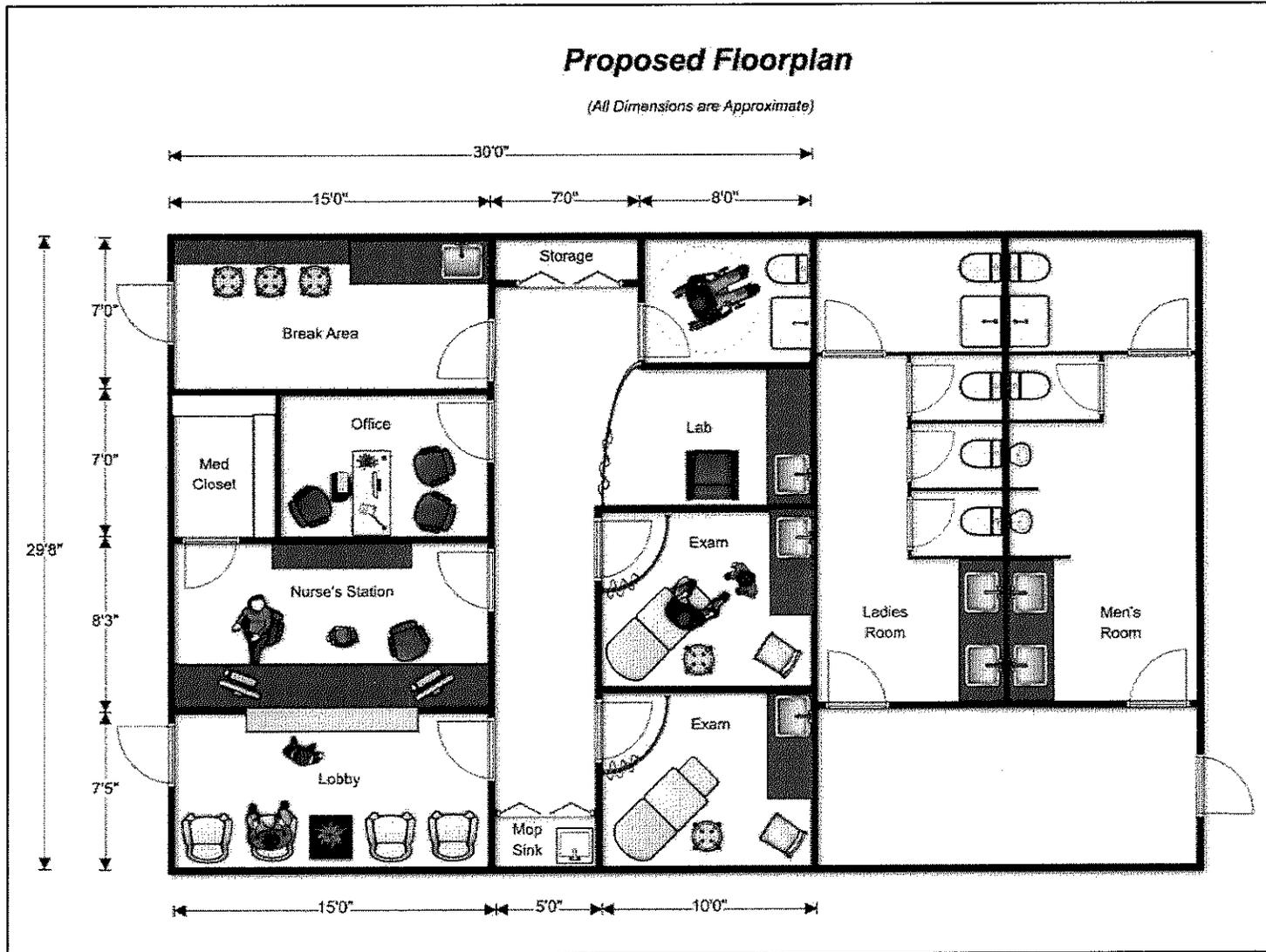


EXHIBIT C

INTERLOCAL AGREEMENT

BETWEEN

**THE CITIES OF COCOA, COCOA BEACH, ROCKLEDGE,
AND SATELLITE BEACH**

#16

11-2-16

AGENDA

CITY COUNCIL PROPOSED REGULAR MEETING

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

**NOVEMBER 16, 2016
7:00 P.M.**

1. **CALL TO ORDER BY MAYOR CATINO**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE LED BY COUNCILWOMAN GOTT**
3. **CITIZEN COMMENTS**
4. **CITY COUNCIL COMMENTS**
5. **CITY MANAGER REPORT**
6. **PUBLIC HEARING:**

DISCUSS/TAKE ACTION ON ORDINANCE NO. 1130, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SATELLITE BEACH CITY CODE, CHAPTER 30, LAND DEVELOPMENT REGULATIONS, ARTICLE V, BUILDING REGULATIONS, DIVISION 3, FENCES AND WALLS BY CREATING FENCE HEIGHT REQUIREMENTS APPLICABLE TO PARCELS ABUTTING CANALS; PROVIDING FOR CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE (SECOND READING)

7. **PUBLIC HEARING:**

DISCUSS/TAKE ACTION ON ORDINANCE NO. 1131, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SATELLITE BEACH CITY CODE, CHAPTER 30, LAND DEVELOPMENT REGULATIONS, ARTICLE

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.

IV, ZONING BY REMOVING TWO-STORY LIMITATIONS APPLICABLE TO SPECIFIED RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE (SECOND READING)

- 8. DISCUSS/TAKE ACTION ON ORDINANCE NO. 1133, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 30, SATELLITE BEACH CITY CODE, ARTICLE IX PLANNED UNIT DEVELOPMENT (PUD) PELICAN COAST, SECTION 30-903 ALLOWING HOTELS AND HOTELS WITH CONFERENCE CENTERS AS PERMITTED USES; AND SECTION 30-914 ALLOWING HOTELS AND HOTELS WITH CONFERENCE CENTERS IN THE PELICAN COAST NORTH DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE (FIRST READING)**

- 9. PUBLIC HEARING:**

DISCUSS/TAKE ACTION ON ORDINANCE NO. 1134, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING APPROPRIATIONS OF FUNDS FOR THE FISCAL YEAR 2015/2016 BUDGET ORDINANCE NO. 1110; SAID ORDINANCE WAS PREVIOUSLY AMENDED BY ORDINANCE NO. 1118; PROVIDING AN EFFECTIVE DATE (SECOND READING)

- 10. DISCUSS/TAKE ACTION ON TELECOMMUNICATION AUDITING SERVICES**

- 11. AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING**

- 12. ADOPTION OF MINUTES:**



CITY COUNCIL AGENDA ITEM

#17

APPOINTMENT TO BOARDS

To: City Manager Courtney Barker
From: City Clerk Leonor Olexa
Meeting Date: 11/2/2016
Department: City Clerk's Office

Recommended Action: Council to consider board new appointments.

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

Current Board Vacancies:

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

New Appointment:

- Kay Carsto – Beautification Board – Appoint as an alternate member (11/02/19)
- Jazzie Henning – Sustainability does not have any vacancies at this time. Council will need to consider which board to appoint applicant.
- Edward Kunigonis – Code Enforcement Board – Appoint as a primary member (11/02/19)
- Matt White – Recreation Board – Appoint as a primary member (11/02/19)

Attachment: None

#18
11-2-16

**CITY COUNCIL EMERGENCY MEETING
UNAPPROVED MINUTES
OCTOBER 5, 2016**

Pursuant to Public Notice, Mayor Frank Catino convened an emergency meeting of the City Council on Wednesday, October 5, 2016, at 12:05 p.m., in the Council Chamber. Those present were Mayor Frank Catino, Vice-Mayor Mark Brimer, Councilwoman Lorraine Gott, Councilman Dominick Montanaro, City Manager Courtney Barker, and City Clerk Leonor Olexa. Councilman Steve Osmer was absent.

(TIME: 12:05) DISCUSS/TAKE ACTION ON THE STATUS OF HURRICANE MATTHEW AND DECLARING A LOCAL STATE OF EMERGENCY IN THE CITY OF SATELLITE BEACH

Fire Chief Don Hughes provided an update on the storm track of Hurricane Matthew. He reported on the following: a pre-storm incident plan has been implemented; continuing to distribute sand bags; a full call back of essential employees will begin tomorrow at 7:00 a.m.; hurricane shutters will go up tomorrow; and a mandatory barrier island evacuation has been ordered. He recommended that the City Council issue a local state of emergency [this would give the Mayor authority to issue orders necessary to handle emergency situations]. Council discussed this agenda item. Fire Chief Don Hughes and Police Chief Jeff Pearson responded to questions.

ACTION: Councilman Montanaro MOVED, SECOND by Vice-Mayor Brimer, to declare a local state of emergency for the City of Satellite Beach. VOTE: ALL YES. MOTION CARRIED.

Mayor Catino adjourned the meeting at 12:16 p.m.

Leonor Olexa, CMC
City Clerk

**CITY COUNCIL REGULAR MEETING
UNAPPROVED MINUTES
OCTOBER 19, 2016**

Pursuant to Public Notice, Mayor Frank Catino convened a regular meeting of the City Council on Wednesday, October 19, 2016, at 7:00 p.m., in the Council Chamber. Those present were Mayor Frank Catino, Vice-Mayor Mark Brimer, Councilwoman Lorraine Gott, Councilman Dominick Montanaro, Councilman Steve Osmer, City Attorney James Beadle, City Manager Courtney Barker, and City Clerk Leonor Olexa.

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

(TIME: 7:01) PRESENTATION OF PROCLAMATIONS:

- **RECOGNIZING OCTOBER AS “NATIONAL BREAST CANCER AWARENESS MONTH”**

The proclamation will be mailed.

- **RECOGNIZING OCTOBER AS “DYSAUTONOMIA AWARENESS MONTH”**

The proclamation will be mailed.

- **RECOGNIZING OCTOBER 16-22 AS “NATIONAL FRIENDS OF THE LIBRARIES WEEK”**

Mayor Catino read and presented the proclamation to Marie Whiting and Marie Gerlach, members of the Friends of the Satellite Beach Library. Beth Davison, Satellite Beach Woman's Club presented a check to the Friends of the Satellite Beach Library and thanked them for their service to the community.

- **RECOGNIZING OCTOBER 23-31 AS “NATIONAL RED RIBBON WEEK”**

The proclamation will be mailed.

(TIME: 7:03) CITIZEN COMMENTS

None.

(TIME: 7:04) CITY COUNCIL COMMENTS

Councilman Osmer thanked the Police, Fire, and Public Works Departments for their efforts during Hurricane Matthew. He also thanked City Manager Barker for providing information on Facebook to keep the community informed during the storm. He further stated he will be attending the Advanced Institute for Elected Municipal Officials training and he will not be able to attend the November 16th Council meeting.

Vice-Mayor Brimer also thanked the City Manager and staff for their first class efforts/services during the storm.

Councilwoman Gott thanked the City Manager, Department Heads, and staff who went through great efforts both pre- and post-storm, and also thanked the Fire Department for assisting those residents who could not put up their hurricane shutters. She expressed her appreciation for the cards she has received from staff.

Councilman Montanaro thanked the City Manager for the live video streaming and stated he has received a lot of positive comments and also thanked the staff for their great efforts during the storm. He stated he will not be able to attend the November 2nd Council meeting.

Mayor Catino stated that he received a lot of great comments regarding storm information updates on the City Manager's Facebook page, and thanked City Manager Barker and staff for the exceptional job done during the storm.

(TIME: 7:10) CITY MANAGER REPORT

City Manager Barker reported on the following regarding Hurricane Matthew: received a lot of positive feedback from the updates provided on Facebook and will compile information to report at the next meeting, working with Florida Power and Light to provide enhanced updates on power after a storm, working to resolve hurricane debris pick-up (FEMA requirements for reimbursement) with Brevard County, and working to create an Interlocal Agreement with other municipalities for hurricane debris pick-up. Councilwoman Gott suggested finding a way to also reach those residents that do not use Facebook to provide storm information, and also suggested creating a blog.

City Manager Barker reported on the following upcoming events: Halloween Happenings and Satellite Beach Founders Day Parade. A thank you note was received for Officer Triebell. She also reported that a letter will be sent to area residents regarding the Sports Park controlled burn that will begin over the next two months; a special Council meeting will be held on October 25th; Mayor Catino was nominated for the Marine Resources Council Maggy Bowman Award for Outstanding Service to the Indian River Lagoon by an Elected Official, however Commissioner Jim Barfield won the award and John Fergus was also nominated for an award; and a meeting on the Lagoon will be held at FIT on October 26th.

City Attorney Beadle reported on pending litigation on the Goersch case and requested approval from Council to hold an executive session on November 2nd.

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

ACTION: Vice-Mayor Brimer MOVED, SECOND by Councilman Osmer, to approve an executive session scheduled for November 2, 2016. VOTE: ALL YES. MOTION CARRIED.

Mayor Catino stated the next two agenda items are postponed to the November 2nd meeting.

(POSTPONED TO THE NOVEMBER 2, 2016 MEETING) DISCUSS/TAKE ACTION ON ACCEPTANCE OF RIGHT-OF-WAY EASEMENT AT 100 SCORPION COURT

(POSTPONED TO THE NOVEMBER 2, 2016 MEETING) PUBLIC HEARING: DISCUSS/TAKE ACTION ON ORDINANCE NO. 1119, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SECTIONS 30-416(b) AND 30-416(d), SATELLITE BEACH CITY CODE, TO CHANGE SELF-STORAGE FACILITIES FROM PROHIBITED USES TO ALLOWED USES, WITH RESTRICTIONS, IN THE CITY'S "C-COMMERCIAL" ZONING DISTRICT; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE (SECOND READING)

(TIME: 7:24) DISCUSS/TAKE ACTION ON ORDINANCE NO. 1128, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, UPDATING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE CITY'S COMPREHENSIVE PLAN AS MANDATED BY FLORIDA STATUTES SECTION 163.3177(3)(b); PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE (FIRST READING)

City Attorney Beadle read Ordinance No. 1128 by title on first reading. Ben Smith, LaRue Planning and Management Services, Inc., reported on the proposed changes to the Five-Year

Schedule of Capital Improvements projects and expenditures that are associated with adopted level of service standards in the Comprehensive Plan.

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

ACTION: Vice-Mayor Brimer MOVED, SECOND by Councilman Montanaro, to approve Ordinance No. 1128 on first reading. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:27) DISCUSS/TAKE ACTION ON AN EVALUATION AND APPRAISAL LETTER REGARDING THE COMPREHENSIVE PLAN

Ben Smith, LaRue Planning and Management Services, Inc., reported on the requirement to send the Evaluation and Appraisal letter that states the City's Comprehensive Plan is consistent with State requirements.

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

ACTION: Councilwoman Gott MOVED, SECOND by Vice-Mayor Brimer, to approve the evaluation and appraisal letter. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:29) DISCUSS/TAKE ACTION ON THE CIVIC CENTER RENOVATIONS WORK ORDER WITH QUENTIN L. HAMPTON AND ASSOCIATES

Public Works Director Allen Potter stated the proposed renovations will improve compliance with the Americans with Disabilities Act, the proposal will update the facility while still preserving existing features of the building, and the work will be done in phases. Council discussed the proposed renovations. City Manager Barker and Public Works Director Potter responded to questions.

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

ACTION: Councilwoman Gott MOVED, SECOND by Councilman Osmer, to authorize the City Manager to sign Work Order No. 2016-2 with Quentin L. Hampton Associates. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:36) PUBLIC HEARING: DISCUSS/TAKE ACTION ON ORDINANCE NO. 1124, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SATELLITE BEACH CITY CODE, CHAPTER 50, SOLID WASTE, TO REFLECT NEW SOLID WASTE CONTRACTOR AND NEW CONTRACT; DELETING CONTRACT TERMS FROM ORDINANCE; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE (SECOND READING)

Mayor Catino opened the public hearing. City Attorney Beadle read Ordinance No. 1124 by title on second reading. Mayor Catino thanked Assistant City Manager Suzanne Sherman for her efforts on the contract.

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

ACTION: Councilman Montanaro MOVED, SECOND by Vice-Mayor Brimer, to adopt Ordinance No. 1124 on second reading. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:38) PUBLIC HEARING: DISCUSS/TAKE ACTION ON ORDINANCE NO. 1129, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SATELLITE BEACH CITY CODE, CHAPTER 26, ENVIRONMENT, BY CREATING A NEW ARTICLE VIII, ENTITLED "ENVIRONMENTAL PROTECTIONS" TO INCLUDE PROVISIONS PROHIBITING EXPANDED POLYSTYRENE (STYROFOAM) AT CITY EVENTS AND SPECIAL EVENTS ON CITY PROPERTY FOR WHICH THE CITY IS A SPONSOR; PROHIBITING THE PURCHASE OF EXPANDED POLYSTYRENE BY CITY; CREATING SECTION 26-144: PURPOSE AND INTENT; SECTION 26-145: DEFINITIONS; SECTION 26-146: PROHIBITING THE SALE, USE AND OTHER ACTIVITIES REGARDING EXPANDED POLYSTYRENE FOOD SERVICES ARTICLES WITHIN THE CITY; SECTION 26-147: PROHIBITING THE PURCHASE OF EXPANDED POLYSTYRENE BY THE CITY; PROVIDING FOR CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE (SECOND READING)

Mayor Catino opened the public hearing. City Attorney Beadle read Ordinance No. 1129 by title on second reading.

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

ACTION: Councilwoman Gott MOVED, SECOND by Councilman Osmer, to adopt Ordinance No. 1129 on second reading. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:39) AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING

Council discussed agenda items for the next regular Council meeting.

(TIME: 7:40) APPOINTMENT TO BOARDS

ACTION: Councilman Montanaro MOVED, SECOND by Councilman Osmer, to reappoint Kenneth Farson to the Board of Adjustment as a primary member, term ending 11/01/19. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:41) ADOPTION OF MINUTES: SEPTEMBER 21, 2016, REGULAR MEETING

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

Mayor Catino adjourned the meeting at 7:42 p.m.

Leonor Olexa, CMC
City Clerk

**CITY COUNCIL SPECIAL MEETING
UNAPPROVED MINUTES
OCTOBER 25, 2016**

Pursuant to Public Notice, Mayor Frank Catino convened a special meeting of the City Council on Tuesday, October 25, 2016, at 6:30 p.m., in the Council Chamber. Those present were Mayor Frank Catino, Councilwoman Lorraine Gott, Councilman Dominick Montanaro, Councilman Steve Osmer, City Manager Courtney Barker, and City Clerk Leonor Olexa. Vice-Mayor Mark Brimer was absent.

(TIME: 6:30) DISCUSS/TAKE ACTION ON THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S NOTICE OF GRANT APPLICATION FOR THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM FOR FY 17/18

Recreation Director Cassie Warthen reported on the Florida Recreation Development Assistance Program (FRDAP) grant opportunity that if approved, would provide a state match of 75% with a City match of 25% and she requested approval to submit the grant application. City Manager Courtney Barker and City Council discussed the grant and budgeted costs for the project.

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

ACTION: Councilwoman Gott MOVED, SECOND by Councilman Osmer, to authorize the Recreation Department to submit the FRDAP grant application in the amount of \$112,500 for improvements to the Satellite Beach Sports and Recreation Park, total project cost of \$150,000 and a City match of \$37,500, to come from the Capital Assets Fund. VOTE: ALL YES. MOTION CARRIED.

Mayor Catino adjourned the meeting at 6:36 p.m.

Leonor Olexa, CMC
City Clerk

**CITY COUNCIL SPECIAL MEETING
UNAPPROVED MINUTES
OCTOBER 25, 2016**

Pursuant to Public Notice, Mayor Frank Catino convened a special meeting of the City Council on Tuesday, October 25, 2016, at 6:45 p.m., in the Council Chamber. Those present were Mayor Frank Catino, Councilwoman Lorraine Gott, Councilman Dominick Montanaro, Councilman Steve Osmer, City Manager Courtney Barker, and City Clerk Leonor Olexa. Vice-Mayor Mark Brimer was absent.

(TIME: 6:45) DISCUSS/TAKE ACTION ON AN INTERLOCAL AGREEMENT TO AMEND EXISTING BREVARD COUNTY SIGNAL MAINTENANCE CONTRACT

Public Works Director Allen Potter stated that Brevard County has requested to extend the Agreement with additional changes to update City Manager and Brevard County Section Supervisor information, and add SR A1A and Shearwater Parkway to the list of signals. He also stated that budget impacts are based on preventative maintenance, repairs and inspections, and he further commented that the Agreement has been cost effective for the City. Council discussed the Agreement.

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

ACTION: Councilman Montanaro MOVED, SECOND by Councilwoman Gott, to authorize the City Manager to sign the Agreement to amend existing contract with Brevard County for signal maintenance. VOTE: ALL YES. MOTION CARRIED.

(TIME: 6:48) DISCUSS/TAKE ACTION ON CITY UPDATE OF HURRICANE MATTHEW DEBRIS CLEAN-UP EFFORTS

City Manager Barker and Public Works Director Allen Potter reported on the requirements of FEMA for debris pick up, limited equipment resources due to the impacts felt along the eastern coastline, continued staff efforts to have Brevard County provide their required service for debris cleanup and to resolve communication issues from Brevard County, coordinating with local municipalities for an Interlocal Agreement which would provide an alternative method for future storm debris cleanup, and further discussed a proposal for residential debris pick up to be temporarily staged at the DeSoto fields for Brevard County pick up as well as directing Public Works to collect smaller piles of debris. Council discussed the need to have debris removed from residential homes, building City reserves for this very purpose, and requested that every effort be taken to remove the debris in accordance with FEMA guidelines.

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

ACTION: Councilwoman Gott MOVED, SECOND by Councilman Osmer, to authorize the City Manager to use Unrestricted Reserve Funds not to exceed \$20,000 for Hurricane Matthew debris removal. VOTE: ALL YES. MOTION CARRIED.

Mayor Catino adjourned the meeting at 7:08 p.m.

Leonor Olexa, CMC
City Clerk

November '16

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City of Satellite Beach

December 2016

January '17

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