

AGENDA NO. 16-12

**TOWN OF INDIALANTIC
REGULAR MEETING OF THE TOWN COUNCIL
September 7, 2016**

A regular meeting of the Indialantic Town Council will be held at 7:00 p.m. on Wednesday, September 7, 2016, in Indialantic Town Hall, 216 Fifth Avenue, Indialantic, Florida.

I. CALL TO ORDER:

Honorable Dave Berkman, Mayor
Honorable Stuart Glass, Deputy Mayor
Honorable Dick Dunn, Councilmember
Honorable Randy Greer, Councilmember
Honorable Jill Hoffman, Councilmember

II. PLEDGE OF ALLEGIANCE:

III. PERMISSION FOR COUNCIL MEMBER DUNN TO ATTEND THE MEETING TELEPHONICALLY

IV. PUBLIC HEARING ON TENTATIVE 2016-2017 MILLAGE RATE AND BUDGET:

- A. Council discussion of tentative budget and proposed millage rate.
- B. Public Announcement – the proposed millage rate is 6.2653 which is 3.373% over the rolled-back millage rate of 6.0609.
- C. Public Hearings:
 - 1. Tentative budget
 - 2. Tentative millage rate
- D. Amend tentative budget (if necessary) and recomputed millage rate (if necessary).
- E. Adoption of millage rate of 6.2653.
- F. Adoption of tentative budget in the amount of \$5,047,361 and tentative general fund budget in the amount of \$4,112,189.
- G. Public Announcement – the final hearing on the tentative millage rate and the tentative budget will be held at 5:30 p.m. on Wednesday, September 21, 2016.

V. PUBLIC:

In accordance with the Town Council's public participation policy, persons wishing to address the Town Council on a matter not listed on the agenda may speak under the public portion of the meeting agenda. A person must be recognized by the Mayor prior to arriving at the podium to speak.

Speakers must provide their name and address and must direct comments to the Mayor and not to the members of the audience. Please observe the time limit of **three (3) minutes** while speaking under the public portion of the meeting agenda.

VI. PUBLIC ANNOUNCEMENTS:

- A. There are currently openings, including reappointments, on the Civil Service Board; Code Enforcement Board; Parks, Recreation and Beautification Committee; and the Zoning and Planning Board.
- B. There will be openings and reappointments on the Code Enforcement Board; General Employees Pension Board; and Parks Recreation and Beautification Committee in October.
- C. Incumbents David Berkman, Mayor, and Stu Glass, Council Seat 4, are unopposed in the November 8, 2016, election. Mary Jo Kilcullen and Vinnie Taranto, Jr., are running for Seat No. 2, and their names will be placed on the ballot for November 8, 2016.
- D. The final hearing on the tentative millage rate and the tentative budget will be held at 5:30 p.m. on Wednesday, September 21, 2016.
- E. The 9th annual WW5K will be held on Saturday, October 8, 2016.
- F. The 2016 Halloween Festival will be held on Saturday, October 29, 2016.

VII. CONSENT AGENDA:

- A. Minutes:
 - a. Minutes – Budget Workshop of August 10, 2016
 - b. Minutes No. 16-11 – Regular Meeting of August 10, 2016
- B. Appointments
 - a. Civil Service Board – 1 opening. Irene Quilleux would like to be reappointed. Reappoint Ms. Quilleux.
 - b. Parks, Recreation, and Beautification Committee – 1 opening. Yvette Campbell would like to be reappointed. Reappoint Ms. Campbell.

- c. Zoning & Planning Board – 1 opening. Wendy Grice would like to be reappointed. Reappoint Ms. Grice.
- C. Medical Director for ALS – Extend the agreement with John R. McPherson, M.D., for medical direction services for FY-17.
- D. Pest Control Agreement – Extend the agreement with TruGreen Chemlawn LP for FY-17.
- E. Resolution No. 16-10 – Supporting Florida League of Cities’ Resolutions 2016-04, 2016-08, 2016-09, and 2016-10.
- F. Amendment #1 to the current agreement between the Town and Local 1951, Melbourne Fire Fighters Association.
- G. Living Shoreline Memorandum of Agreement (MOU) for the implementation of living shoreline demonstration sites.

VIII. ORDINANCES AND RESOLUTIONS:

- A. Ordinance No. 16-15/First Reading: Amending Chapter 17-106.4(7) relating to signs on buildings located on corner lots in the S-C Shopping Center District.

IX. UNFINISHED BUSINESS:

- A. Lily Drainage Improvements – Agreement with FDEP to realize the Lily Park Stormwater Retrofit.
- B. Determine if further action is desired with regard to humps installed on Second and Third Avenues.

X. NEW BUSINESS:

- A. Interlocal Agreement – Indian River Lagoon Restoration.
- B. Space Coast League of Cities Legislative Priorities
- C. Lily Drainage Project – Authorize the Garden Club by the Sea to have pavers installed.

XI. ADMINISTRATIVE MATTERS:

- A. Report from Town Manager
- B. Report from Town Attorney

XII. REPORTS:

- A. Mayor Berkman
- B. Deputy Mayor Glass
- C. Councilmember Dunn
- D. Councilmember Greer
- E. Councilmember Hoffman

XIII. ADJOURNMENT.

NOTICE TO THE PUBLIC: PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, THE TOWN HEREBY ADVISES THE PUBLIC THAT: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD, AGENCY, OR COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, AFFECTED PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION INTO EVIDENCE OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

SUBJECT: Permission for Council Member Dunn to attend the meeting telephonically

Staff Report – Town of Indialantic

Meeting Date: September 7, 2016

Summary:

Council Member Dunn is requesting Council authorize his attendance at the September 7, 2016, Council meeting due to extraordinary circumstances (i.e. travel related to family business).

Council adopted a policy on August 20, 2013, that members may approve the electronic attendance of an absent member if the absence constitutes an extraordinary circumstance.

Recommendation:

Determine if Council Member Dunn's request satisfies the Council's determination of August 20, 2013, regarding such matters.

MOTION:

Submitted by:



Joan Clark
Town Clerk

Approved for agenda:



Christopher W. Chinault
Town Manager

SUBJECT: FY-17 Millage Rate and Budget

Staff Report – Town of Indialantic

Meeting Date: September 7, 2016

Summary:

Council is being requested to adopt a tentative millage rate of 6.2653 and a tentative budget in the amount of \$5,047,361 with a general fund budget of \$4,112,189.

Recommendation:

Adopt a tentative millage rate of 6.2653 and a tentative budget in the amount of \$5,047,361 with a general fund budget of \$4,112,189.

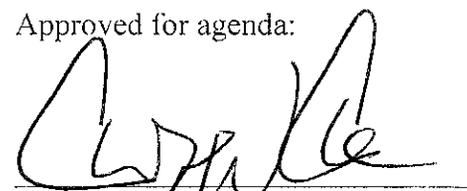
MOTION:

- * **Adopt a tentative millage rate of 6.2653**
- * **Adopt a tentative budget in the amount of \$5,047,361 with a general fund budget of \$4,112,189**

Submitted by:


Joan Clark
Town Clerk

Approved for agenda:


Christopher W. Chinault
Town Manager

MINUTES

Agenda Item VII. A(a)

TOWN OF INDIALANTIC TOWN COUNCIL WORKSHOP August 10, 2016

The Town of Indialantic Town Council held a workshop on Wednesday, August 10, 2016, in Indialantic Town Hall, 216 Fifth Avenue, Indialantic, Florida. The purpose of the workshop was to discuss the FY-17 budget.

I. CALL TO ORDER:

Mayor Berkman called the meeting to order at 6:00 p.m.

PRESENT:	Honorable David Berkman	Mayor
	Honorable Stuart Glass	Deputy Mayor
	Honorable Dick Dunn	Council Member
	Honorable Randy Greer	Council Member
	Honorable Jill Hoffman	Council Member
	Christopher W. Chinault	Town Manager
	Jennifer Small	Finance Director
	Joan Clark	Town Clerk

Mayor Berkman led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

II. DISCUSSION OF FY-17 BUDGET:

Discussion was held with regard to the following:

- Appraised values of property and the numbers provided by the Property Appraiser;
- Ranking of Police Department projects;
- Sidewalk extension in Vince Benevente Sunset Park;
- Lagoon friendly planting area;
- Fire Department breathing apparatus, bunker gear, and grant funding;
- Police and Protective Inspection vehicle purchases;
- Level of Fire Department overtime;
- Decrease in the Communications Services Tax;
- Legal and professional services cost increases;
- Town insurance premiums and training;
- Traffic signal maintenance;
- Pensions; and
- Miscellaneous income (i.e. pavilion rental, art shows, etc.)

III. ADJOURNMENT.

The workshop adjourned at 6:56 p.m.

David Berkman, Mayor

ATTEST:

Joan Clark, MMC, Town Clerk

**TOWN OF INDIALANTIC
REGULAR MEETING OF THE TOWN COUNCIL
August 10, 2016**

A regular meeting of the Indialantic Town Council was held on Wednesday, August 10, 2016, in Indialantic Town Hall, 216 Fifth Avenue, Indialantic, Florida, as publicly noticed.

I. CALL TO ORDER:

Mayor Berkman called the meeting to order at 7:05 p.m.

PRESENT:	Honorable David Berkman	Mayor
	Honorable Stuart Glass	Deputy Mayor
	Honorable Dick Dunn	Councilmember
	Honorable Randy Greer	Councilmember
	Honorable Jill Hoffman	Councilmember
	Paul Gougelman	Town Attorney
	Christopher W. Chinault	Town Manager
	Joan Clark	Town Clerk

II. PLEDGE OF ALLEGIANCE:

Mayor Berkman led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

III. PUBLIC:

Mr. Benny Cohen and Mr. Mark Shaya, Atlantic Surf (100 Fourth Avenue and 101 South Miramar) spoke with regard to beach parking and problems encountered with obtaining quarters for meters. Mr. Cohen didn't believe rewarding tourists and visitors with parking tickets was a good thing, and he believed it was affecting attendance at Indialantic's beach.

Discussion was held with regard to the impracticality of electronic meters due to their high cost and low life expectancy, and the possibility of installing change machines.

Mr. Cohen referred to the property adjacent to Atlantic Surf and questioned as to the possibility of a change in zoning to residential. Mr. Chinault advised that changing the zoning would be "spot zoning" since the properties to the south and north would still be zoned commercial.

Ms. Joanne Inferna, Dale Sorenson Real Estate and representing Mr. Cohen and Mr. Shaya, stated she was trying to enhance the area and to work with the owner of the adjacent property to bring business into the town.

Discussion followed regarding height limitations. Mayor Berkman advised that Indialantic was unique in that it didn't have high rises, and he noted that the residents wouldn't agree to an increase in height limitations. Mr. Gougelman provided a brief history on Indialantic's height restrictions, noting that it was the only City that fought all the way to the Supreme Court to keep its height restrictions.

IV. PUBLIC ANNOUNCEMENTS:

- A. There are currently openings, including reappointments, on the Board of Adjustment; Civil Service Board; Code Enforcement Board; Heritage Committee, and Parks, Recreation and Beautification Committee.
- B. There will be openings and reappointments on the Civil Service Board; Code Enforcement Board; Parks, Recreation and Beautification Committee; and Zoning and Planning Board in September.
- C. Council qualifying dates for the November election will be August 12 through August 26, 2016. Seats to be filled are the Mayor's seat, currently held by David Berkman, Council Seat 4, currently held by Stuart Glass, and Council Seat 2, currently held by Jill Hoffman.
- D. The first public hearing on the FY-17 budget will be held on Wednesday, September 7, 2016, at 7:00 p.m.
- E. Town Hall will be closed on Monday, September 5, 2016, in observation of Labor Day.

Mayor Berkman read the public announcements aloud.

V. CONSENT AGENDA:

- A. Minutes No. 16-10 – Regular Meeting of July 13, 2016
- B. Appointments
 - a. Board of Adjustment – 1 opening. Brian Dullaghan would like to be reappointed. Reappoint Mr. Dullaghan.
 - b. Civil Service Board – 1 opening. Kathryn Kowalski would like to be reappointed. Reappoint Ms. Kowalski.
 - c. Code Enforcement Board – 4 openings. Henry Adams and Barry Kronman would like to be reappointed. Reappoint Mr. Adams and Mr. Kronman.

- d. Heritage Committee – 1 opening. Linda Coleman would like to be reappointed. Reappoint Ms. Coleman.
 - e. Parks, Recreation, and Beautification Committee – 4 openings. Sarah Horschel would like to be appointed, and Catherine Berkman and Bernie Gott would like to be reappointed. Appoint Ms. Horschel, and reappoint Ms. Berkman and Mr. Gott.
- C. 2016 Halloween Festival – Approve setting the 2016 Halloween Festival for Saturday, October 29, 2016.
- D. Italian Ice Concession – Extend the Italian Ice Concession to September 30, 2017.
- E. Edward C. Byrne Memorial Justice Assistance Grant – Approve the allocation of program funds in the amount of \$149,558 for the Brevard County Prisoner Transportation Program and direct the Mayor to sign a letter conveying Council's determination.
- F. Traffic Signal Maintenance Agreement – Approve the amendment to the Traffic Signal Maintenance and Compensation Agreement between the Florida Department of Transportation and the Town of Indialantic.

* **MOTION By Deputy Mayor Glass; Seconded by Council Member Dunn, to approve the Consent Agenda.**

AYES: Berkman, Glass, Dunn, Greer, and Hoffman

THE MOTION CARRIED UNANIMOUSLY. (5 TO 0)

VI. ORDINANCES AND RESOLUTIONS:

- A. Resolution No. 16-09/Public Hearing: Addressing Town owned property held in fee simple title that is available for use as affordable housing and resolving that the Town has no real property within its jurisdiction to which it holds fee simple title appropriate for use as affordable housing.

Mr. Chinault advised that Florida Statutes requires each municipality prepare an inventory list every three years of all real property within its jurisdiction to which it holds fee simple title that is appropriate for use as affordable housing, and to adopt a resolution regarding same. He stated that Resolution No. 16-09 provides that the Town has no real property within its jurisdiction to which the Town holds fee simple title that is appropriate for use as affordable housing.

Mayor Berkman opened the hearing to the public. There was no response from those in the assembly.

- * **MOTION By Council Member Hoffman; Seconded by Deputy Mayor Glass, to adopt Resolution NO 16-09.**

AYES: Berkman, Glass, Dunn, Greer, and Hoffman

THE MOTION CARRIED UNANIMOUSLY (5 TO 0).

VII. UNFINISHED BUSINESS:

- A. Sidewalk Grant Agreement – Approve the DEO Grant Agreement for \$15,000 to provide a master sidewalk plan for the Town and an agreement with LaRue Planning & Management Services, Inc., to develop the plan.

Mr. Chinault recalled that Council previously approved staff making application for the grant. He advised that Council was being asked to approve the agreement with Florida Department of Economic Opportunity for the \$15,000 grant, and to approve an agreement with LaRue Planning to prepare the plan for Council consideration.

- * **MOTION By Council Member Hoffman; Seconded by Council Member Dunn, to approve the DEO Grant Agreement for \$15,000 to provide a master sidewalk plan for the Town and an agreement with LaRue Planning and Management Services, Inc., to develop the plan.**

AYES: Berkman, Glass, Dunn, Greer, and Hoffman

THE MOTION CARRIED UNANIMOUSLY. (5 TO 0)

VIII. NEW BUSINESS:

- A. None.

IX. ADMINISTRATIVE MATTERS:

Mr. Chinault advised he attended a meeting today regarding the SR-A1A resurfacing project. Masci General Contractors was awarded the FDOT contract to mill and resurface SR-A1A from US-192 to the Pineda Causeway. Milling and resurfacing is scheduled to begin on September 6, 2016, and expected to continue through July 22, 2018.

Ms. Ann Bernick, 151 Miami Avenue, asked if construction would take place during the day or during the night. Mr. Chinault believed they wanted to work during the day.

Mr. Chinault advised he was contacted by County Manager Whitten with regard to a ½ cent sales tax referendum to restore the Indian River Lagoon. The County

is asking Brevard County municipalities to support an interlocal agreement whereby the County would receive all funds, which would be deposited into the *Save our Lagoon Trust Fund* and used for lagoon restoration projects and programs.

Deputy Mayor Glass advised that an extensive plan had been presented yesterday on-line.

Mayor Berkman requested the agreement be placed on an agenda for Council consideration.

Mr. Gougelman advised that an 8 to 9 hour mediation in the Greer v. Indialantic case was attempted, but the parties failed to mediate. He advised he would be available to discuss the issue with Council members should they wish to do so.

X. REPORTS:

Deputy Mayor Glass advised that the League of Cities, League of Women Voters, Florida Today, and Florida Today Advisory Board held candidate forums, which were available for viewing on the Florida Today web site.

Mayor Berkman commended Mr. Chinault for doing a good job in working with ABC with regard to the speed humps. He believed Council did a good thing.

XII. ADJOURNMENT.

The meeting adjourned at 7:48 p.m.

David Berkman, Mayor

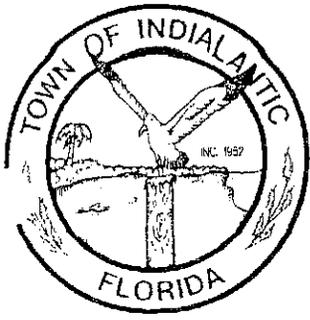
ATTEST:

Joan Clark, MMC, Town Clerk

Civil Service Board

2016	January Not scheduled	February Not scheduled	March Not scheduled	April Not scheduled	May Not scheduled	June Not scheduled	July Not scheduled	August Not scheduled	September Not scheduled	October Not scheduled	November Not scheduled	December Not scheduled
x=present e=excused u=unexcused												
Pam Dunn				appointed								
Bernie Gott												
Kathryn Kowalski												
Irene Quilleux												
Marlene Wacławski												
2015												
x=present e=excused u=unexcused												
Bernie Gott												
Kathryn Kowalski				April 2nd								
Irene Quilleux				e								
Marlene Wacławski				x								
Jon Whitt				x								
				x								
				x								
				x								
				x		resigned						

Agenda Item VII B(a)



TOWN OF INDIALANTIC

216 Fifth Avenue, Indialantic, Florida 32903
321-723-2242 Fax 321-984-3867

MAYOR
David Berkman
DEPUTY MAYOR
Stuart Glass
COUNCIL MEMBERS
Dick Dunn
Jill Hoffman
Randall Greer
Christopher W. Chinault, Town Manager
Joan Clark, MMC, Town Clerk

Yvette Campbell
241 Miami Avenue
Indialantic, Florida 32903

Agenda Item VII B(b)

Tuesday, July 19, 2016

Dear Ms. Campbell:

On behalf of the Indialantic Town Council, we would like to thank you for your service on the *Parks, Recreation and Beautification Committee*.

Your term will expire on September 09, 2016, but we hope you are willing to be reappointed to this very important Committee.

If you would like to continue serving, please sign below and return to Town Hall. Your reappointment will go before the Town Council on September 07, 2016.

Again, thank you for your past service.

Sincerely,

Joan Clark, MMC
Town Clerk

I would like to be reappointed to the *Parks, Recreation and Beautification Committee*.

Signature

Date

JC/vmtm

Parks, Recreation and Beautification Committee

2016	January 25th	February 22nd	March 28th	April 25th	May 23rd	June No quorum	July Not scheduled	August 22nd	September 20th	October 24th	November 28th	December Not scheduled
x=present e=excused u=unexcused												
Bill Antonetz	x	x	x	x	x			x				
Cathern Berkman	x	x	x	x	x			x				
Yvette Campbell	x	x	x	e	e			x				
Mindy Ford	u	u	u	u	u			u				
Bernie Gott	x	x	x	x	x			x				
Sarah Horschel												
Larry Michelson	x	x	x	x	x			x				
Jennifer McGill	e	e	x	u	x			x				
JoAnne Nadeau	x	x	x	e	e			e				
Lisa Peter	x	x	u	x	x			x				

2015	January 26th	February 23rd	March 23rd	April 27th	May 26th	June 22nd	July Not scheduled	August 24th	September 28th	October 26th	November 23rd	December Not scheduled
x=present e=excused u=unexcused												
Bill Antonetz	x	x	x	x	x	x		x	x	x	x	
Cathern Berkman	x	x	x	x	x	x		x	x	x	x	
Yvette Campbell	x	x	x	e	x	x		x	e	x	x	
Mindy Ford	guest		appointed	x	x	u		u	x	u	u	
Bernie Gott	x	x	x	x	x	e		x	x	x	e	
Larry Michelson	x	x	x	x	x	x		x	x	e	x	
Jennifer McGill											appointed	
JoAnne Nadeau	x	e	x	e	e	e		e	e	x	x	
Lisa Peter	x	x	e	e	x	x		e	e	x	e	
Marjorie Schwanbeck	x	x	x	x	e	e		e	x	x	e	

Zoning and Planning Board

2016	January 26th	February 24th	March 22nd	April Not Scheduled	May 24th	June 28th	July Not Scheduled	August Not Scheduled	September 27th	October 25th	November 22nd	December 27th
x=present												
e=excused												
u=unexcused												
Rick Bertel	x	e	u		x	x						
John Estes	u	e	e		u	e						
Wendy Grice	x	e	x		x	x						
Thomas Kleving	x	e	x		x	x						
Ed Mackiewicz	e	x	x		x	e						
Mike McCabe	u	x	x		e	x						
Dan Sullivan	u	x	e		u	u						
2015												
x=present												
e=excused												
u=unexcused												
Rick Bertel	x	x					x	x	x	x		
John Estes	e	x					e	x	u	u		
Wendy Grice									appointed/x	x		
Thomas Kleving	x	x					x	x	x	e		
Ed Mackiewicz	x	x					x	x	e	x		
Anne Mayer	x	e					resigned					
Mike McCabe	x	u					x	x	e	x		
Dan Sullivan	u	e					u	x	u	e		

SUBJECT: Medical Director for ALS

Staff Report – Town of Indialantic

Meeting Date: September 7, 2016

Summary:

Council is being requested to approve an extension to the agreement with John R. McPherson, M.D., to provide medical direction for the Town's Advanced Life Support (ALS) service. The current agreement expires on September 30, 2016.

The Town is required to have this service provided in order to operate the Advanced Life Support service. The cost of the service is \$600 for FY-17.

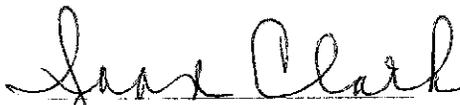
Recommendation:

Approve an extension of the agreement with John R. McPherson, M.D., for medical direction services for \$600 for FY-17.

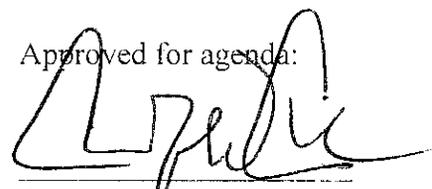
MOTION:

Approve an extension of the agreement with John R. McPherson, M.D., for medical direction services for \$600 for FY-17.

Submitted by:


John Clark
Town Clerk

Approved for agenda:


Christopher W. Chinault
Town Manager

Agenda Item VII. D

SUBJECT: Pest Control Agreement – Extend the Agreement with TruGreen Chemlawn LP for Fiscal Year 2017

Staff Report – Town of Indialantic

Meeting Date: September 7, 2016

Summary:

Council is being asked to approve a one-year extension of the present pest control agreement with TruGreen Chemlawn LP through September 30, 2017, at no increase in cost.

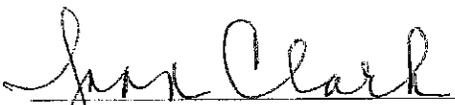
The agreement calls for maintenance of the Town's parks and Town Hall grounds.

Recommendation:

Extend the agreement with TruGreen Chemlawn through September 30, 2017.

MOTION: Extend the agreement with TruGreen Chemlawn through September 30, 2017.

Submitted by:


Joan Clark
Town Clerk

Approved for agenda:


Christopher W. Chinault
Town Manager

SUBJECT: Resolution No. 16-10 – Supporting Florida League of Cities’ Resolutions 2016-04, 2016-08, 2016-09, and 2016-10

Staff Report – Town of Indialantic

Meeting Date: September 7, 2016

Summary:

The Florida League of Cities, at its Business Session of August 20, 2016, adopted several resolutions pertaining to Florida’s municipalities.

Of particular interest to the Town of Indialantic are Resolutions 2016-04 (Constitution Revision Committee), 2016-08 (Flood Insurance Market Parity and Modernization Act), 2016-09 (National Flood Insurance Program), and 2016-10 (Water Resources Development Act).

Council is being asked to adopt Indialantic Resolution No. 16-10 indicating support of the aforementioned Florida League of Cities’ resolutions.

Recommendation:

Adopt Resolution No. 16-10 in support of Florida League of Cities’ resolutions 2016-04, 2016-08, 2016-09, and 2016-10.

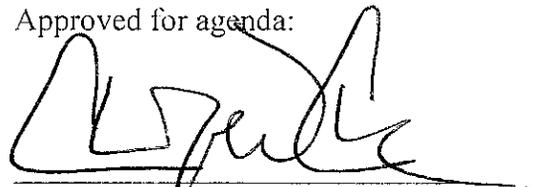
MOTION: Adopt Resolution No. 16-10 in support of Florida League of Cities’ resolutions 2016-04, 2016-08, 2016-09, and 2016-10.

Submitted by:



John Clark
Town Clerk

Approved for agenda:



Christopher W. Chinault
Town Manager

RESOLUTION NO. 16-10

**A RESOLUTION OF THE TOWN OF INDIALANTIC,
BREVARD COUNTY, FLORIDA, SUPPORTING
FLORIDA LEAGUE OF CITIES' RESOLUTIONS 2016-
04, 2016-08, 2016-09, AND 2016-10.**

WHEREAS, the Florida League of Cities serves as the united voice for Florida's municipal governments; and

WHEREAS, the Town of Indialantic is an active member of the Florida League of Cities and the Space Coast League of Cities; and

WHEREAS, the Florida League of Cities adopted a number of resolutions addressing concerns with regard to a number of topics.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF INDIALANTIC, FLORIDA:

SECTION 1. The Town Council of the Town of Indialantic hereby resolves to indicate support for the following Florida League of Cities' resolutions:

2016-04

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING THE APPOINTMENT OF MUNICIPAL OFFICIALS TO THE 2017-18 CONSTITUTION REVISION COMMISSION (CRC) AND URGING THE CRC TO PROTECT MUNICIPAL HOME RULE AUTHORITY AND RESTRICT UNFUNDED STATE MANDATES.

2016-08

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING CONGRESS TO PASS THE FLOOD INSURANCE MARKET PARITY AND MODERNIZATION ACT.

2016-09

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING CONGRESS TO REAUTHORIZE THE NATIONAL FLOOD INSURANCE PROGRAM.

2016-10

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING CONGRESS TO PASS THE WATER RESOURCES DEVELOPMENT ACT OF 2016.

SECTION 2. The foregoing Florida League of Cities' resolutions are attached in full and incorporated herein by reference.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, THIS 7TH DAY OF SEPTEMBER, 2016.

TOWN OF INDIALANTIC

David Berkman
Mayor

ATTEST:

Joan Clark, MMC
Town Clerk

2016-04

**A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC.,
URGING THE APPOINTMENT OF MUNICIPAL OFFICIALS TO
THE 2017-18 CONSTITUTION REVISION COMMISSION (CRC)
AND URGING THE CRC TO PROTECT MUNICIPAL HOME
RULE AUTHORITY AND RESTRICT UNFUNDED STATE
MANDATES.**

WHEREAS, Section 2 of Article XI of the Florida Constitution establishes and describes the duties, powers, structure and function of the Constitution Revision Commission; and

WHEREAS, the CRC meets every 20 years, is next scheduled to meet in 2017 for only the third time in the state's history, and will review and recommend changes to Florida's constitution that may appear on the 2018 general election ballot for the consideration of Florida's voters; and

WHEREAS, the CRC is comprised of 37 members: 15 appointed by the Governor, 9 appointed by the Speaker of the House, 9 appointed by the Senate President, 3 appointed by the Chief Justice of the Florida Supreme Court, and the Attorney General of Florida; and

WHEREAS, the FLC, whose membership consists of Florida's municipalities, was created in 1922 to work for the general improvement of Florida's municipal governments; and

WHEREAS, the FLC believes local self-government is the keystone to American democracy and constitutional municipal home rule authority should be protected and expanded; and

WHEREAS, municipalities are the only optional form of government, created primarily to service the needs and desires of its citizens; and

WHEREAS, municipalities are the governments closest to the people and are governed by citizen legislators and community leaders who have distinguished themselves as public servants; and

WHEREAS, the more than 2000 municipal elected officials, representing over 400 cities that comprise the Florida League of Cities, recognize the CRC will weigh in on a variety of proposals which potentially affect municipal home rule authority and the ability of city officials to respond to the needs and conveniences of their citizens; and

WHEREAS, the FLC finds it is necessary to have municipal representation on the CRC *in order* to ensure that local perspectives and concerns are adequately voiced before the CRC.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. That the Florida League of Cities, Inc., respectfully request Governor Rick Scott, Florida Speaker-Designate Richard Corcoran and Florida Senate President Designate Joe Negron appoint municipal elected officials to serve on the 2017-18 Constitution Revision Commission.

Section 2. That the Florida League of Cities urges the CRC to adopt proposals that protect municipal Home Rule authority and restrict unfunded state mandates.

Section 3. That this resolution shall become effective upon adoption and shall remain in effect until repealed and hereby repeals all conflicting resolutions

Section 4. That a copy of this resolution be provided to Governor Rick Scott, State Speaker-Designate Richard Corcoran, State Senate President Designate Joe Negron, the chair of the CRC, once designated, and the membership of the FLC.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 90th Annual Conference, at the Diplomat Resort, Hollywood, Florida, this 20th Day of August 2016.

Matthew Surrency, President
Florida League of Cities, Inc.
Mayor, Hawthorne

ATTEST: _____
Michael Sittig, Executive Director
Florida League of Cities, Inc.

Submitted by: FLC Staff

2016-08

**A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING
CONGRESS TO PASS THE FLOOD INSURANCE MARKET PARITY
AND MODERNIZATION ACT.**

WHEREAS, Flooding is a serious risk in Florida due to the state's geography and proximity to water, both inland and on the coast; and

WHEREAS, Florida has the largest number of participants in the National Flood Insurance Program (NFIP) and pays four times more into the program than it receives in claim payments; and

WHEREAS, the Biggert-Waters Insurance Reform Act of 2012 (Biggert-Waters) made clear that the intent of Congress was that private flood insurance should be an option available to satisfy mandatory flood insurance requirement of the NFIP; and

WHEREAS, the restrictions, deductibles, exclusions, and conditions in Biggert-Waters prevents innovation and consumer choice; and

WHEREAS, the Flood Insurance Market Parity and Modernization Act (H.R. 2901 and S. 1679) removes federal restrictions and requirements on flood insurance coverage and returns the full authority of determining acceptable coverage to state regulators; and

WHEREAS, this legislation will allow policy holders who wish to leave the NFIP for a private flood insurance policy to maintain their subsidy status protections under NFIP; and

WHEREAS, private flood insurance will increase competition in the market place resulting in lower costs and increased consumer protections and options; and

WHEREAS, in May 2014, the Florida Legislature passed CS/CS/CS/SB 542, which streamlines the process for private insurance carriers to write flood insurance in Florida; and

WHEREAS, Representatives Dennis Ross (R-15) and Patrick Murphy (D-18) sponsored H.R. 2901 which passed the U.S. House of Representatives unanimously, 419-0, on April 28, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. That the Florida League of Cities, Inc., urges Congress to pass the Flood Insurance Market Parity and Modernization Act.

Section 2. That a copy of this resolution be sent to United States President Barack Obama, the Florida Congressional Delegation, the National League of Cities, and the membership of the Florida League of Cities, Inc.

Section 3. That this resolution shall become effective upon adoption and shall remain in effect until repealed and hereby repeals all conflicting resolutions.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 90th Annual Conference, at the Diplomat Resort, Hollywood, Florida, this 20th Day of August 2016.

Matthew Surrency, President
Florida League of Cities, Inc.
Mayor, Hawthorne

ATTEST: _____
Michael Sittig, Executive Director
Florida League of Cities, Inc.

Submitted by: FLC Staff

2016-09

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING CONGRESS TO REAUTHORIZE THE NATIONAL FLOOD INSURANCE PROGRAM.

WHEREAS, floods are the most common and most destructive natural disaster in the United States and Florida; and

WHEREAS, the National Flood Insurance Program (NFIP) was created by the passage of the National Flood Insurance Act of 1968 as a response to the lack of availability of private insurance and continued increases in federal disaster assistance due to floods; and

WHEREAS, the NFIP allows property owners in participating communities to buy insurance to protect against flood losses; and

WHEREAS, flooding is a serious risk in Florida due to the state's geography and proximity to water, both inland and on the coast; and

WHEREAS, Florida has over 1.8 million active NFIP policies and \$488 billion in coverage; and

WHEREAS, Florida property owners received over \$3.8 billion in claims since 1978; and

WHEREAS, on July 6, 2012, the Biggert-Waters Flood Insurance Reform Act of 2012 was signed into law, which reauthorized the NFIP through September 30, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. That the Florida League of Cities, Inc., urges Congress to reauthorize the National Flood Insurance Program that addresses accuracy in flood mapping, transparency and broader based solutions for funding.

Section 2. That a copy of this resolution be sent to President Obama, the Florida Congressional Delegation, the National League of Cities, and the membership of the Florida League of Cities, Inc.

Section 3. That this resolution shall become effective upon adoption and shall remain in effect until repealed and hereby repeals all conflicting resolutions.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 90th Annual Conference, at the Diplomat Resort, Hollywood, Florida, this 20th Day of August 2016.

**A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING
CONGRESS TO PASS THE WATER RESOURCES DEVELOPMENT ACT
OF 2016.**

WHEREAS, the Water Resources Development Act of 2016 (WRDA) is a bi-partisan bill that authorizes numerous water resources projects and policies for navigation, flood control, recreation, water supply, and emergency management; and

WHEREAS, WRDA addresses Florida municipal interests related to ports, inland waterways, vegetation, wetlands, watersheds, coastal restoration, safe drinking water, and clean water infrastructure; and

WHEREAS, WRDA authorizes funding and grants for flood protection, water infrastructure, wastewater, drinking water, and stormwater projects that will benefit municipalities throughout the State of Florida; and

WHEREAS, the Everglades, Lake Okeechobee, the St. Lucie and Caloosahatchee River estuaries, and the Indian River lagoon are imperiled ecosystems and waters of the state; and

WHEREAS, the health of these ecosystems are critical to the economy, public safety, and quality of life of the entire state; and

WHEREAS, WRDA will strengthen the Comprehensive Everglades Restoration Plan and Comprehensive Everglades Planning Project to restore the long-term health and ecological and economic productivity of these ecosystems of statewide importance.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. That the Florida League of Cities, Inc., urges Congress to pass the Water Resources Development Act of 2016.

Section 2. That a copy of this resolution be sent to President Obama, the Florida Congressional Delegation, the National League of Cities, and the membership of the Florida League of Cities, Inc.

Section 3. That this resolution shall become effective upon adoption and shall remain in effect until repealed and hereby repeals all conflicting resolutions.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 90th Annual Conference, at the Diplomat Resort, Hollywood, Florida, this 20th Day of August 2016.

SUBJECT: Local 1951, Melbourne Fire Fighters Association (IAFF)

Staff Report – Town of Indialantic

Meeting Date: September 7, 2016

Summary:

Council is being requested to approve Amendment #1 to the current agreement between the Town and Local 1951, Melbourne Fire Fighters Association International Association of Fire Fighters (IAFF). The amendment results from provisions of the agreement that require the Town and the bargaining unit to address a cost-of-living adjustment (COLA).

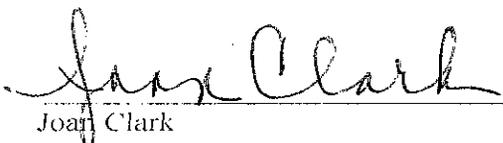
The amendment stipulates that should Council provide a cost-of-living adjustment in FY-17 for employees outside of the bargaining unit a cost-of-living adjustment will be provided for IAFF bargaining unit members.

Recommendation:

Approve Amendment #1 to the Agreement with Local 1951, Melbourne Fire Fighters Association International Association of Fire Fighters.

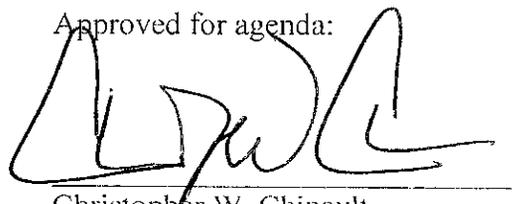
MOTION: Approve Amendment #1 to the Agreement with Local 1951, Melbourne Fire Fighters Association International Association of Fire Fighters.

Submitted by:



Joan Clark
Town Clerk

Approved for agenda:



Christopher W. Chinault
Town Manager

Amendment #1 to the Agreement between
the Town of Indialantic, Florida
and
Local 1951, Melbourne Fire Fighters Association
International Association of Fire Fighters

Article 8 of the Agreement between the Town of Indialantic, Florida, hereinafter referred to as the "Town", and Local 1951, Melbourne Fire Fighters Association, International Association of Fire Fighters, hereinafter referred to as the "Union", is hereby amended such that the following language is added to Article 8:

No cost-of-living adjustment will be provided in FY-17 unless the Town provides a cost-of-living adjustment in that year for other employees which would then be provided to the bargaining unit employees.

Executed: _____, 2016

TOWN OF INDIALANTIC

ATTEST: _____

Joan Clark, MMC
Town Clerk

Christopher W. Chinault
Town Manager

Executed: _____, 2016

Local 1951, Melbourne Fire Fighters
Association, International
Association of Fire Fighters

Roger Van Kramer, President

SUBJECT: Living Shoreline Memorandum of Agreement

Staff Report – Town of Indialantic

Meeting Date: September 7, 2016

Summary:

Council is being requested to approve a Memorandum of Understanding (MOU) between the Town, Zoo, County, FIT, and Eastminster Church to allow for the implementation of living shoreline demonstration sites. The project will be funded through the Florida Department of Economic Opportunity (DEO) grant.

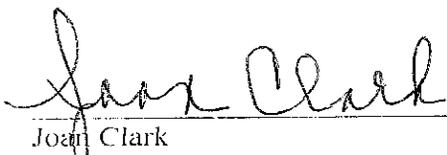
The living shoreline involves the use of such matters as vegetation and oyster reefs to control erosion and reflect wave energy. The Town at Douglas Park has a combination seawall and vegetated area. At Ernest Kouwen-Hoven Riverside Park the Town has a rock revetment to protect the park.

Recommendation:

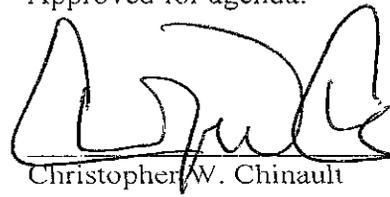
Approve the Living Shoreline Memorandum of Understanding.

MOTION: Approve the Living Shoreline Memorandum of Understanding.

Submitted by:


Joan Clark
Town Clerk

Approved for agenda:


Christopher W. Chinault
Town Manager

MEMORANDUM OF UNDERSTANDING

**BREVARD COUNTY BOARD OF COMMISSIONERS
EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA
EASTMINSTER PRESBYTERIAN CHURCH
FLORIDA INSTITUTE OF TECHNOLOGY
AND
TOWN OF INDIALANTIC, FL**

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 2016. The MOU sets forth the terms and understanding by and between the BREVARD COUNTY BOARD OF COMMISSIONERS, FLORIDA, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereafter referred to as "COUNTY"), the EAST COAST ZOOLOGICAL SOCIETY of Florida, d/b/a Brevard Zoo, whose address is 8225 North Wickham Road, Viera, Florida 32940 (hereafter referred to as "ECZS"), the EASTMINSTER PRESBYTERIAN CHURCH, whose address is 106 North Riverside Drive, Indialantic, FL 32903 (hereafter referred to as "CHURCH"), and the FLORIDA INSTITUTE OF TECHNOLOGY, whose address is 150 West University Boulevard, Melbourne, FL 32901 (hereafter referred to as "FIT"), and the TOWN OF INDIALANTIC, FL, whose address is 216 5th Avenue, Indialantic, FL 32903 (hereafter referred to as "TOWN") for the purpose of confirming a framework for the cooperative relationship detailed below.

Background

ECZS has received funding from the Florida Department of Economic Opportunity (DEO) to construct a "living shoreline" demonstration site using a combination of oyster reefs, salt marsh plants, and mangroves in the Indian River Lagoon (IRL) within Brevard County; "Living shorelines" is a term that refers to the use of vegetation, oyster reefs, and other organic features to control erosion and reflect wave energy instead of hardened inorganic structures such as seawalls, bulkheads, and rock revetments. "Living shorelines" have the added benefit of capturing sediment, filtering the water, and providing habitat for many species. In addition to these benefits, "living shorelines" have proven to be more resistant to high energy storms, once established, when compared to their hardened shoreline counterparts; COUNTY has an established partnership with ECZS to aid in the permitting and construction of oyster reefs and "living shorelines" within the IRL; ECZS has experience constructing oyster reefs and "living shorelines" in the IRL and experience in community education and outreach; CHURCH is desirous of having "living shorelines" constructed on their waterfront property located in Brevard County that is immediately south of and adjacent to, Ernest Kouwen-Hoven Riverside Park at 200 N. Riverside Pl., Indialantic, FL 32903, and is also desirous of the option to have signage and promotional materials to educate the public that visit the property about "living shorelines" and the development that is happening on the property;

FIT has knowledge, experience and expertise in research, lagoon circulation, oyster recruitment, and engineering technologies of interest to the Project;

TOWN is desirous of having “living shorelines” constructed on waterfront park properties at Douglas Park and Ernest Kouwen-Hoven Riverside Park located in Brevard County at 505 5th Ave., Indialantic, FL 32903 and 200 N. Riverside Pl., Indialantic, FL 32903, respectively, and is also desirous of having signage and promotional materials to educate the public that visit the properties about “living shorelines” and the development that is happening on the properties.

Purpose

This MOU will establish a collaborative relationship to create a “living shoreline” demonstration site at the aforementioned properties owned by the TOWN and the CHURCH within Brevard County. These goals will be accomplished by undertaking the following activities:

COUNTY agrees to:

Permitting:

- Prepare permit applications and obtain all required permits as an agent for CHURCH;
- Prepare permit applications and obtain all required permits as an agent for TOWN;
- Submit applications for permits to regulatory agencies within 15 days of receiving permitable design created by FIT;
- Coordinate with FIT to receive as-built drawings of the completed reefs, as required for permit compliance;
- Assist with coordination and construction of oyster reefs to ensure permit compliance;
- Provide progress reports to ECZS. Reports will consist of email correspondence.

ECZS agrees to:

Living Shoreline Construction:

- Payments will be made from ECZS to FIT quarterly upon receiving and reviewing FIT invoices, quarterly invoice deadlines are itemized in FIT’s agreement section below;
- Provide TOWN with project construction timeline and advance notice of site access requirements;
- Provide CHURCH with project construction timeline and advance notice of site access requirements;
- Coordinate and oversee the construction of living shoreline oyster reefs at aforementioned properties. Construction includes: site preparation, materials, hauling, installation and monitoring;
- Provide general liability insurance for volunteers currently registered with ECZS participating in “living shoreline” construction activities on aforementioned properties;
- Identification and marking of invasive shoreline plant species located within the permitted area of the “living shoreline” demonstration site for removal by volunteers or TOWN staff;
- Use of a design that plants no additional “living shoreline” vegetation in Douglas Park unless otherwise agreed upon with TOWN at a later date;
- Take no responsibility for natural recruitment of vegetation to “living shoreline” sites;

Educational component:

- Provide information and/or educational support to TOWN about the benefits of oyster reefs and “living shorelines”;
- Provide information and/or educational support to CHURCH about the benefits of oyster reefs and “living shorelines”;
- Develop appropriate educational signage on the benefits of oysters, oyster reef and shoreline restoration, and “living shorelines” for demonstration sites located on TOWN properties;
- Produce and install no more than two educational signs per module on aforementioned TOWN properties;
- Develop appropriate educational signage on the benefits of oysters, oyster reef and shoreline restoration, and “living shorelines” for demonstration sites located on CHURCH properties;
- Produce and install no more than two educational signs per module on aforementioned CHURCH properties;
- Provide hands-on project opportunities for staff & volunteers from CHURCH;
- Provide hands-on project opportunities for staff & volunteers from FIT;

Permitting:

- Collaborate with COUNTY to keep permits progressing;
- Fund costs associated directly with the permits needed for the Project;
- Provide progress reports to TOWN;
- Provide progress reports to CHURCH.

CHURCH agrees to:

- Hold all required permits for project obtained by COUNTY as agent for CHURCH;
- Provide site access with reasonable advanced notice from COUNTY, ECZS, or FIT;
- Provide general liability insurance for volunteers currently registered with CHURCH participating in oyster reef living shoreline construction activities in conjunction with this project;
- Allow permanent signage to be constructed and located on property, with design and content created by ECZS with final design approval from CHURCH prior to completion;
- Allow project related vehicles from COUNTY, ECZS, and FIT to park on CHURCH property with advanced notice and will accommodate access to the property during CHURCH events within reason.

FIT agrees to:

Design:

- Establish the wave and water level design conditions for the Indian River Lagoon, and scale these design conditions for the FIT wave tank;
- Build out the 3 cases of shoreline styles that are to be modified in the FIT wave tank, and for each case perform the physical testing;

- Present the results including the design and siting recommendations for each of the cases for review and comment to COUNTY, ECZS, CHURCH, and TOWN prior to final design;
- Meet or exceed minimum level of service: to evaluate and select a demonstration site as evidenced by copies of the results of any lab tests or analyses;

Construction and Monitoring:

- Assist in permitting by responding to RAI's referencing the project design;
- Work with partners to construct the project as designed, and aid in post construction monitoring;
- Prepare as-built drawings of the completed reefs, as required for permit compliance;

Project Budget:

- Track & maintain expense receipts and make records accessible to ECZS upon request;
- Payments will be made from ECZS to FIT quarterly after FIT invoices are received and reviewed;
- If any section of the agreed upon budget (detailed in the 5 page "Living Shoreline Design and Implementation" document) between FIT and ECZS deviates 10% or more from the initial estimates, then FIT shall seek approval for the changes with ECZS;
- Provide detailed invoices to ECZS for project associated costs quarterly prior to or on the following dates: September 15th 2016, December 15th 2016, March 15th 2017, and June 15th 2017.

TOWN agrees to:

- Hold all required permits for project obtained by COUNTY as agent for TOWN;
- Provide site access with reasonable advanced notice from COUNTY, ECZS, or FIT;
- Removal of identified and marked invasive shoreline plant species on TOWN owned properties within the permitted area of the "living shoreline" demonstration site;
- Allow permanent signage to be constructed and located on property, with design and content created by ECZS with final design approval from TOWN prior to completion;
- Allow project related vehicles from COUNTY, ECZS, and FIT to park on TOWN property with advanced notice in designated parking areas.

ALL PARTIES under this MOU agree to:

- Participate in good faith in resolving any and all grievances, and collaborate until project completion.

Funding

Nothing under this MOU shall be taken to represent a commitment of funds on the part of any Party and, unless otherwise agreed between the Parties in writing, each Party will bear its own costs relating to activities undertaken further to this MOU.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from COUNTY, ECZS, CHURCH, FIT, and TOWN. This MOU shall become effective upon signature by the authorized officials from the COUNTY, ECZS, FIT, CHURCH, and TOWN and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from COUNTY, ECZS, CHURCH, FIT, and TOWN this MOU shall end on (July 31, 2017).

Contact Information

The following serve as the representatives of the areas indicated:

COUNTY:

TECHNICAL MATTERS:

Susan Gosselin
Senior Environment Scientist, NRM
2725 Judge Fran Jamieson Way
Bldg A, Suite 219, Viera, Florida 32940
Ph: 321-633-2016
Susan.Gosselin@brevardcounty.us

ADMINISTRATIVE MATTERS:

Paul Bessler
Budget Analyst
2725 Judge Fran Jamieson Way
Bldg A, Suite 219, Viera, Florida 32940
Ph: 321-633-2016
Paul.Bessler@brevardcounty.us

ECZS:

TECHNICAL MATTERS:

Jake Zehnder
Restoration Project Coordinator
8225 North Wickham Road
Melbourne, FL 32940
Ph: 321-254-9453 Ext.464
jzehnder@brevardzoo.org

ADMINISTRATIVE MATTERS:

Frank Fieseler
CFO/COO
8225 North Wickham Road
Melbourne, FL 32940
Ph: 321-254-9453 Ext.246
ffieseler@brevardzoo.org

CHURCH:

TECHNICAL MATTERS:

Name
Title
106 North Riverside Drive
Indialantic, FL 32903
Ph: 321-723-8371
Email

ADMINISTRATIVE MATTERS:

Michelle Toms
Church Business Administrator
106 North Riverside Drive
Indialantic, FL 32903
Ph: 321-608-8090
mtoms@epcfl.org

FIT:

TECHNICAL MATTERS:

Robert Weaver, Ph.D.
Director of IRL Research Institute
150 West University Boulevard
Melbourne, FL 32901
Ph: 321-674-7273
rjweaver@fit.edu

ADMINISTRATIVE MATTERS:

Carolyn Lockyer
Director of Contracts
150 West University Boulevard
Melbourne, FL 32901
Ph: 321-674-7490
clockyer@fit.edu

TOWN:

TECHNICAL MATTERS:

Chris Chinault
Town Manager
216 5th Avenue
Indialantic, FL 32903
Ph: 321-723-2242
cchinault@indialantic.com

ADMINISTRATIVE MATTERS:

Chris Chinault
Town Manager
216 5th Avenue
Indialantic, FL 32903
Ph: 321-723-2242
cchinault@indialantic.com

- Signature Page Follows -

Signatures of Authorized Officials

Date:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Scott Ellis, Clerk

By: _____
Jim Barfield, Chairman

Reviewed for legal form and content:

As approved by the Board on _____

Christine Lepore, Assistant County Attorney

EAST COAST ZOOLOGICAL SOCIETY

EASTMINSTER PRESBYTERIAN
CHURCH

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

FLORIDA INSTITUTE OF
TECHNOLOGY

TOWN OF INDIALANTIC, FL

By:

By:

Name:

Name:

Title:

Agenda Item VIII. A

SUBJECT: Ordinance No. 16-15/First Reading – Amending Chapter 17-106.4(7), relating to signs on buildings located on corner lots in the S-C, Shopping Center District.

Staff Report – Town of Indialantic

Meeting Date: September 7, 2016

Summary:

Ordinance No. 16-15 is proposed due to peculiarities in the SC Shopping District and based on the way structures are situated on the property.

A new subparagraph (f) provides that “in the case of buildings located on corner lots, a sign not to exceed thirty-two (32) square feet is permitted on the wall which is closest to the side street, unless the property owner requests a different but parallel wall that faces the side street or a wall that is perpendicular to the side street instead.”

Recommendation:

Approve Ordinance No. 16-15 on first reading.

MOTION: Approve Ordinance No. 16-15 on first reading.

Submitted by:


Joan Clark
Town Clerk

Approved for agenda:


Christopher W. Chinault
Town Manager

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ORDINANCE NO. 16-15

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, RELATING TO SIGNS IN SHOPPING CENTERS; AMENDING CHAPTER 17-106.4(7), *SHOPPING CENTER DISTRICTS*, INDIALANTIC TOWN CODE, BY ADDING SUBPARAGRAPH (f) RELATING TO SIGNS ON BUILDINGS LOCATED ON CORNER LOTS; PROVIDING A SEVERABILITY/INTERPRETATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

10 WHEREAS, commercial and professional office buildings in the Town of Indialantic have
11 been constructed and added onto over time; and
12

13 WHEREAS, the process of adding onto these existing buildings has resulted in
14 complications to the implementation of certain code provisions; and
15

16 WHEREAS, existing buildings built a number of years ago sometimes present challenges
17 as owners strive to operate businesses meeting current regulations; and
18

19 WHEREAS, the Town Council of the Town of Indialantic, Florida, hereby finds this
20 Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of
21 Indialantic.
22

23 NOW, THEREFORE, BE IT ENACTED BY THE TOWN OF INDIALANTIC, FLORIDA:
24

25 SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this
26 reference.
27

28 SECTION 2. That Section 17-016.4(7) of the Code of Indialantic, Florida, is hereby
29 amended as follows:
30

31 Sec. 17-106(7). *S-C Shopping Center Districts*: All provisions of the C and C-1 Districts apply
32 except as modified below:
33

34 * * *

35
36 (f) In the case of buildings located on corner lots, a sign not to exceed thirty-two (32) square
37 feet is permitted on the wall which is closest to the side street, unless the property owner requests
38 a different but parallel wall that faces the side street or a wall that is perpendicular to the side
39 street instead.
40

41 SECTION 3. Severability Clause/Interpretation.
42

43 (a) In the event that any term, provision, clause, sentence or section of this Ordinance
44 shall be held by a court of competent jurisdiction to be partially or wholly unenforceable or invalid
45 for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any
46 of the other or remaining terms, provisions, clauses, sentences, or sections of this Ordinance,

47 and this Ordinance shall be read and/or applied as if the invalid, illegal, or unenforceable term,
48 provision, clause, sentence, or section did not exist.

49
50 (b) That in interpreting this Ordinance, underlined words indicate additions to existing text,
51 and ~~stricken through~~ words include deletions from existing text. Asterisks (* * * *) indicate a
52 deletion from the Ordinance of text, which exists in the Code of Ordinances. It is intended that the
53 text in the Code of Ordinances denoted by the asterisks and not set forth in this Ordinance shall
54 remain unchanged from the language existing prior to adoption of this Ordinance.

55
56 SECTION 4. Effective Date. This Ordinance shall become effective upon adoption of this
57 Ordinance.

58
59 PASSED by the Town Council of the Town of Indialantic on first reading on the 7th day of
60 September, 2016, and ADOPTED by the Town Council of the Town of Indialantic, Florida, on final
61 reading on the 12th day of October, 2016.

62
63 TOWN OF INDIALANTIC

64
65
66 _____
67 David Berkman
68 Mayor

69 ATTEST: _____
70 Joan Clark
71 Town Clerk

72 1st reading: September 7, 2016
73 2nd reading: October 12, 2016
74 Effective Date: October 12, 2016

SUBJECT: Lily Drainage Improvements

Staff Report – Town of Indialantic

Meeting Date: September 7, 2016

Summary:

Council is being requested to approve the agreement with the Florida Department of Environmental Protection (FDEP) to realize the Lily Park Stormwater Retrofit. Funds are included in the FY-17 budget to address costs.

Council approved the project on June 10, 2015 (agenda item IX-A).

The project entails the following:

1. addressing the current flooding situation on S. Riverside Drive at Sixth Avenue by directing the piped flow of water from Seventh Avenue along the Magnolia Pedway to the inlet at Tenth Avenue with deviations along the way to a drainage retention area (dra)
2. creating a drainage retention area (about 3 ½ to 4 feet deep) in the area south of the existing Lily Park;
 - (a) the water piped from Sixth Avenue and Riverside Drive as well as additional water collected in inlets along the way will be directed through contact at a weir to routinely flow into the drainage retention area south of Lily Park – heavy rains would force excess water over the weir to the outfall pipe at Tenth Avenue
 - (b) water along the east side of South Riverside Drive from Seventh Avenue to the south end of the property acquired in 2002 from FIT will be directed into the drainage retention area
 - (c) the top of the drainage retention area will measure approximately 60 feet by 95 feet to a grassed bottom approximately 3 ½ feet deep that will measure approximately 35 feet by 60 feet
 - (d) steps will be provided from the top of the drainage retention area to the bottom with a connecting sidewalk to further use of the area for park/recreation purposes
3. most of the existing trees will be retained with a smaller leaning laurel oak to be removed along with the melaleuca trees along the western border of the site
4. the area will equate to the installation of approximately 1,940 linear feet of swale.

The project is intended to decrease flooding on South Riverside Drive, improve Lily Park features, assist the Town meet National Pollutant Discharge Elimination System (NPDES) requirements and help to improve the Indian River Lagoon.

Recommendation:

Approve agreement with FDEP to realize the Lily Park Stormwater Retrofit.

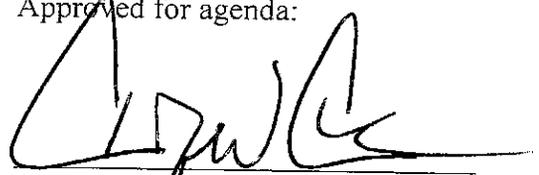
MOTION: **Approve agreement with FDEP to realize the Lily Park Stormwater Retrofit.**

Submitted by:



Joan Clark
Town Clerk

Approved for agenda:



Christopher W. Chinault
Town Manager

DEP AGREEMENT NO. LP05120

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1641 OF THE FY15-16 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the TOWN OF INDIALANTIC, whose address is 216 Fifth Avenue, Indialantic, Florida 32903 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Lily Park Stormwater Retrofit. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both parties and shall remain in effect until November 30, 2017 inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. The Grantee may claim allowable project expenditures made on or after July 1, 2015 for purposes of meeting its match requirement as identified in paragraph 3. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost-reimbursement basis up to a maximum of \$65,500 towards the total estimated project cost of \$173,000. The parties hereto understand and agree that this Agreement requires at least a 62% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$107,500 through cash or third party in-kind towards the work funded under this Agreement. It is understood that any additional funds necessary for the completion of this project is the responsibility of the Grantee. The Grantee will report those expenditures to the Department in the Final Report as required under Task 6 in **Attachment A**.

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.

i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.

- ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request. Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:
- i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the

tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.

- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.
- F.
- i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. ANNUAL APPROPRIATION:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated

therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

6. **RETAINAGE**

- A. Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement to a maximum of 10%. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- B. Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in **Attachment A, Grant Work Plan**. Department shall provide written notification to Grantee of identified deficiencies and Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in Department's notice will result in forfeiture of retainage by Grantee.
- C. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment for the work and the retainage called for under the entire **Attachment A, Grant Work Plan**. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
- D. No retainage shall be released or paid for uncompleted work while this Agreement is suspended.
- E. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held, in accordance with paragraph 3 above.

7. **INDEMNIFICATION:**

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

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

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

- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. **REMEDIES/FINANCIAL CONSEQUENCES:**

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

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

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

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

10. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

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

12. SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included

in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

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

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

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

15. COMPLIANCE WITH LAW:

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

16. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

17. **CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below:

Connie Becker, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS# 3570	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2945
Fax No.:	
E-mail Address:	Connie.L.Becker@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Chris Chinault, or Successor	
Town of Indialantic	
216 Fifth Avenue	
Indialantic, Florida 32903	
Telephone No.:	321-725-3674
Fax No.:	
E-mail Address:	cchinault@indialantic.com

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

18. **INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or

subcontract issued for the performance of the work specified under this Agreement, unless such subcontract or subcontractor employees are covered by the protection afforded by the Grantee.

- i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
- ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
- iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

19. CONFLICT OF INTEREST:

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

20. EQUIPMENT:

Reimbursement for direct or indirect equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

21. UNAUTHORIZED EMPLOYMENT:

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

22. RESERVED

23. DISCRIMINATION:

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

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

24. **LAND ACQUISITION**

Land acquisition is not authorized under the terms of this Agreement.

25. **PHYSICAL ACCESS AND INSPECTION:**

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. **PUBLIC RECORDS ACCESS:**

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.

- ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Grantee shall identify and ensure that all 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 Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
- iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

27. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

28. EXECUTION IN COUNTERPARTS:

This Agreement and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. SEVERABILITY CLAUSE:

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

30. ENTIRE AGREEMENT:

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

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

GRANTEE NAME

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title: *

By: _____
Secretary or designee

Print Name and Title

Print Name and Title

Date: _____

Date: _____

Connie Becker, DEP Grant Manager

Approved as to form and legality:

DEP QC Reviewer

FEID No.: 59-6011134

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

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (8 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>

ATTACHMENT A GRANT WORK PLAN

PROJECT TITLE: Lily Park Stormwater Retrofit

PROJECT LOCATION: The Project will be located in the Town of Indialantic in Brevard County, Florida.

Project Latitude: 28°05' 12"N

Project Longitude: 80°34'27.5"W

See Figures 1, 2 and 3 for a location map and site plan.

PROJECT BACKGROUND: In 1991, the Town of Indialantic (Grantee) completed a comprehensive Stormwater Master Plan (SWMP) in order to identify drainage basins, pollution sources, existing drainage facilities, existing drainage deficiencies, regulatory requirements, maintenance priorities and alternates to achieve enhanced water quality.

PROJECT DESCRIPTION: The Grantee will upgrade the existing infrastructure to provide an offline retention basin within a ± 1960s era storm sewer system that drains directly into the Indian River Lagoon. While subject to final engineering design, the proposed stormwater improvements will consist of diversion piping, a weir and a stormwater treatment area that will provide enhanced water quality of stormwater discharge.

TASKS and DELIVERABLES:

Task 1: Design and Permitting

Task Description: The Grantee will complete the design of stormwater infrastructure improvements including catch basins, storm sewer pipes, a diversion weir, excavation of a dry retention area; and will obtain all necessary permits for construction of the project.

Deliverables: An electronic copy of the final design, including professional certification as applicable, and a list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation, in addition to a paper copy of the final design.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and match documentation.

Task 2: Bidding and Contractor Selection

Task Description: The Grantee will subcontract the construction of stormwater infrastructure improvements as designed in Task 1 with a qualified and licensed contractor, selected through the Grantee's procurement process. The Grantee shall prepare and solicit bids utilizing a bid package in accordance with state and federal laws and this Agreement. Included in this task are pre-bid meeting(s) in response to bid questions.

Deliverables: Completed bidding and contractor selection as evidenced by: 1) Electronic copy of public notice of advertisement for the bid; 2) electronic access to all inquiries, questions, and comments regarding the bid documents; 3) electronic copy of bid package; 4) written notice of selected contractor; 5) electronic copy of executed subcontract(s) provided prior to submitting any invoices for the subcontracted work.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and match documentation.

Task 3: Project Management

Task Description: The Grantee will perform project management, to include generation of the project specifications and contract documents, bidding, bid review, responding to Contractor questions, bid recommendations, Contractor selection, Contractor award, contractor pre-work meeting, daily site visits and documentation of the work, responses to Contractor field questions, review of MOT and adjustments as may be necessary. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Deliverables: Completed project management activities to date as evidenced by: 1) An electronic copy of the Grantee's executed contract(s) and scope of services for project management submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work. 2) Field notes, photo documentation, meeting minutes and reports associated with the management of the project.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal and match documentation.

Task 4: Construction of Project

Task Description: The Grantee will construct clearing of invasive Melaleuca trees, installation of approximately 909 linear feet of storm sewer, six (6) catch basins, one (1) mitered end section, two (2) storm sewer interceptors, one (1) diversion weir, one (1) dry retention area, sod to prevent erosion around dry retention area, and Miami curb cuts to drain into the retention area, in accordance with the final design(s) and required permits. This work will be completed in a single phase.

Deliverables: Stormwater infrastructure improvements constructed as described in this task, as evidenced by: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task 5: Public Education

Task Description: The Grantee will provide public education information about the project and its environmental benefits in the following formats: Newsletter circulated to Town residents, three (3) public meetings with notices prior to each meeting in the Town's newsletter that is circulated to the Town's residents and business owners. Educational discussions pertaining to proper fertilizer application, stormwater management /water quality techniques, will be held adjacent to the pond area.

Deliverable 5a: 1) Copy of draft Newsletter articles; and 2) as well as the meeting notices, and 3) Copies of draft printed materials distributed at educational meetings. Deliverables should be submitted for approval as electronic copies unless otherwise requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager must approve draft materials prior to public distribution. The Department's Grant Manager will review the draft deliverables and provide comments to the Grantee as needed.

Deliverable 5b: 1) A copy of the final printed materials with number distributed and where. 2) Copy of meeting or workshop notices, agenda(s), meeting minutes or notes to include number of persons attending each of the three meetings, 3) A copy of the final printed materials for education workshops. Deliverables should be submitted as electronic copies unless otherwise requested by the Department's Grant Manager.

Performance Standard: The Department's Grant manager will review the final deliverables to ensure the draft comments have been taken into consideration. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task 6: Final Report

Task Description: The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan[s]. etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.

Deliverable 6a: An electronic copy of the draft Final Report in Word format submitted to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the draft Final Report.

Performance Standard: The Department's Grant Manager will review the submitted draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation into the Final Report.

Deliverable 6b: An electronic copy of the Final Report, with all suggested changes incorporated, in Word or PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

Performance Standard: The Department's Grant Manager will review the Final Report to ensure that draft comments have been taken into consideration and the Final Report is in compliance with this Agreement.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables and match documentation.

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PROJECT TIMELINE: The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Design and Permitting	07/01/15	10/30/16	10/30/16
2	Bidding and Contractor Selection	10/15/16	12/30/16	12/30/16
3	Project Management	07/01/16	05/30/17	05/30/17
4	Construction of Project	01/15/17	06/15/17	06/15/17
5	Public Education	07/01/16	12/30/16	
5a	Draft Public Education			8/14/16
5b	Final Public Education			12/30/16
6	Final Report	Execution	5/30/17	
6a	Draft Final Report			05/09/17
6b	Final Report			05/30/17

BUDGET DETAIL BY TASK:

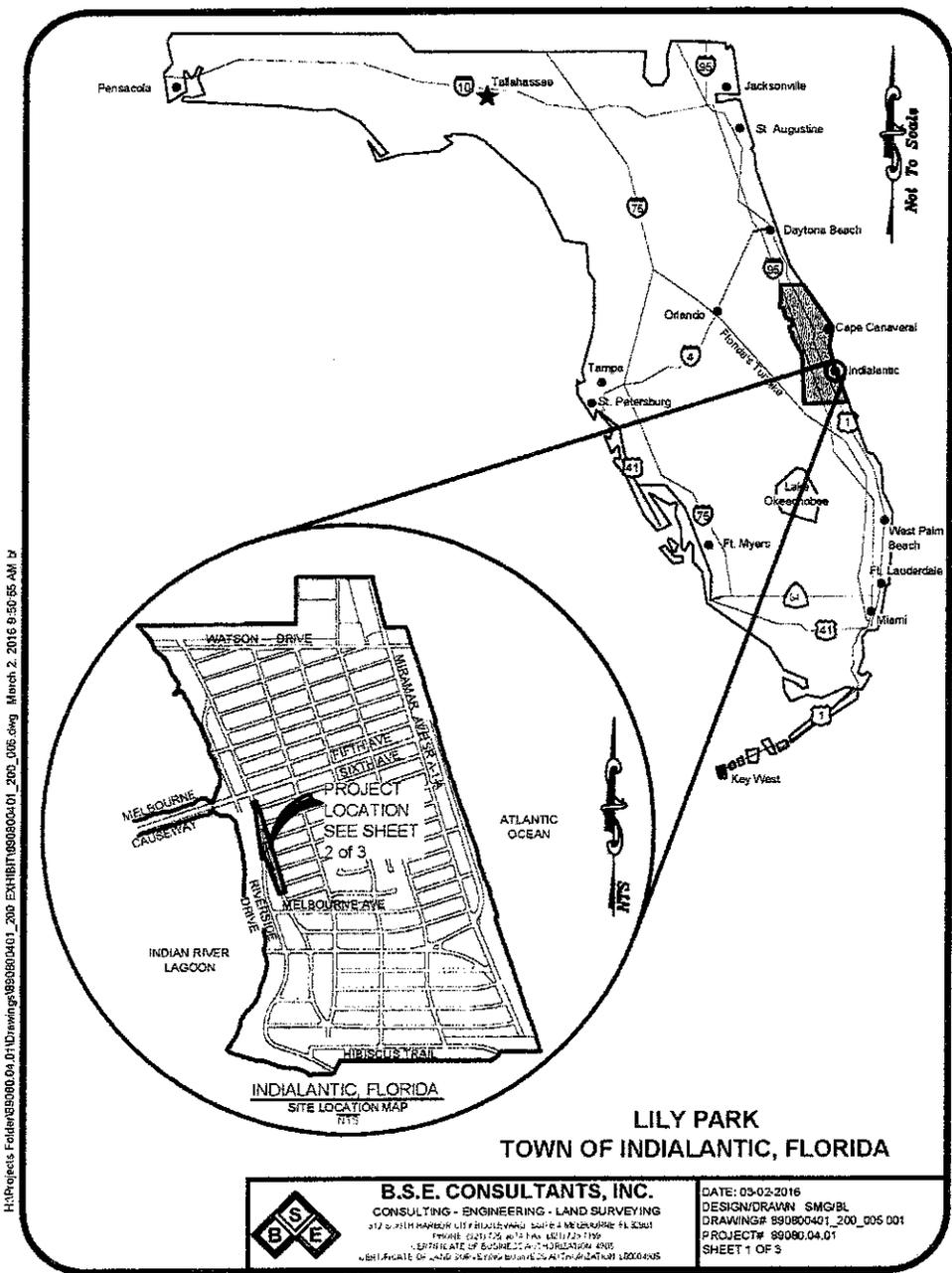
Task No.	Budget Category	Grant Budget Amount	Match Budget Amount
1	Contractual Services	\$0	\$12,500
	Total for Task:	\$0	\$12,500
2	Contractual Services	\$0	\$3,500
	Total for Task	\$0	\$3,500
3	Contractual Services	\$0	\$12,500
	Total for Task	\$0	\$12,500
4	Contractual Services	\$65,000	\$68,000
	Total for Task	\$65,000	\$68,000
5a	Contractual Services	\$250	\$3,000
	Total for Task	\$250	\$3,000
5b	Contractual Services	\$250	\$3,000
	Total for Task	\$250	\$3,000
6a	Contractual Services	\$0	\$3,500
	Total for Task	\$0	\$3,500
6b	Contractual Services	\$0	\$1,500
	Total for Task	\$0	\$1,500
Total: Total Project Cost: Total Percentage:		\$65,500	\$107,500
		\$173,000	
		38%	62%

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$	Match Funding
Contractual Services Total	\$65,000	\$107,500
Total:	\$65,500	\$107,500
Total Project Cost:	\$173,000	
Total Percentage:	38%	62%

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Figure 1



H:\Projects\Folder89080.04.01\Drawings\890800401_200_EXH\B11890800401_200_005.dwg, March 2, 2016 9:50:55 AM by

Figure 2

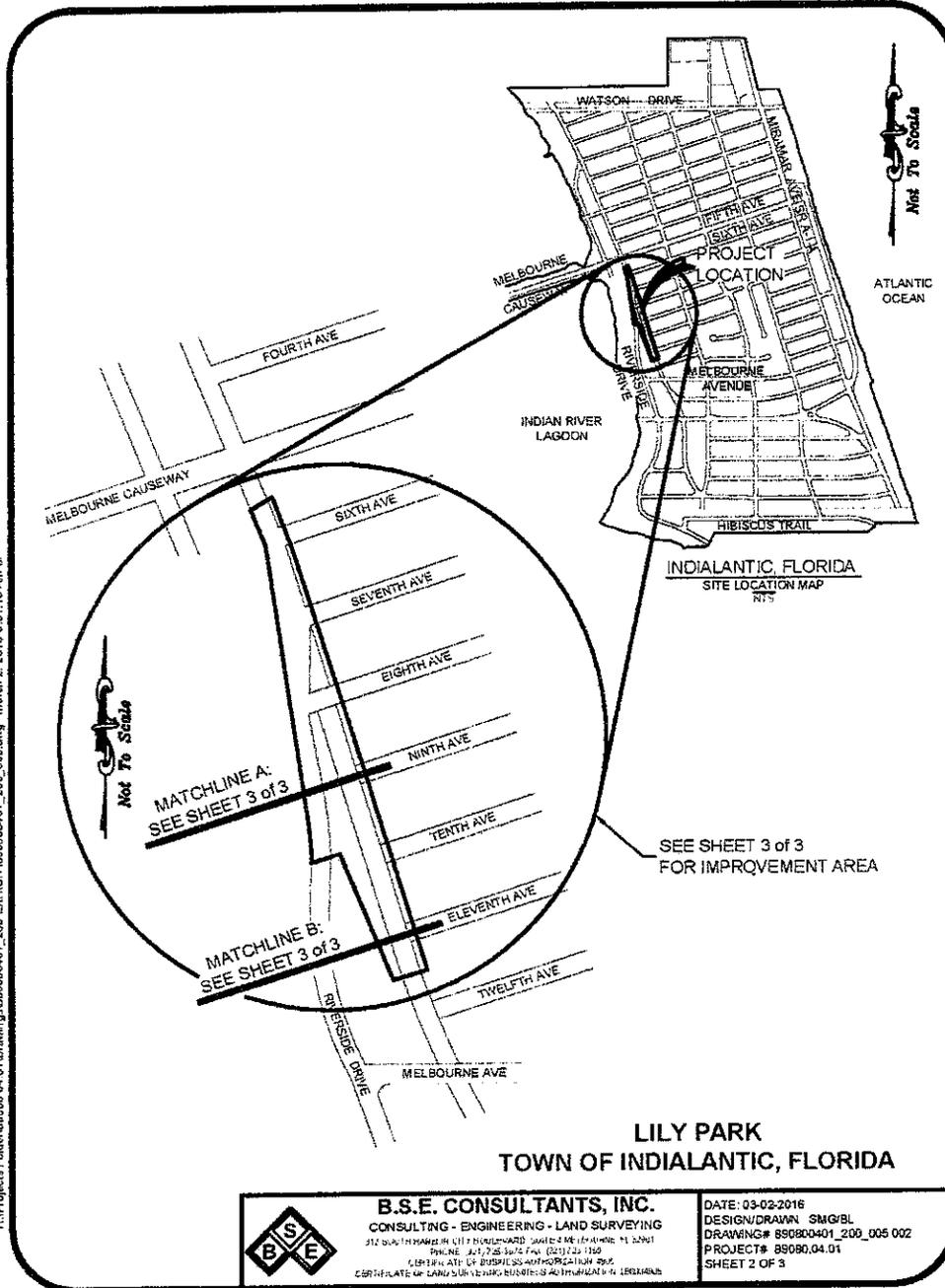
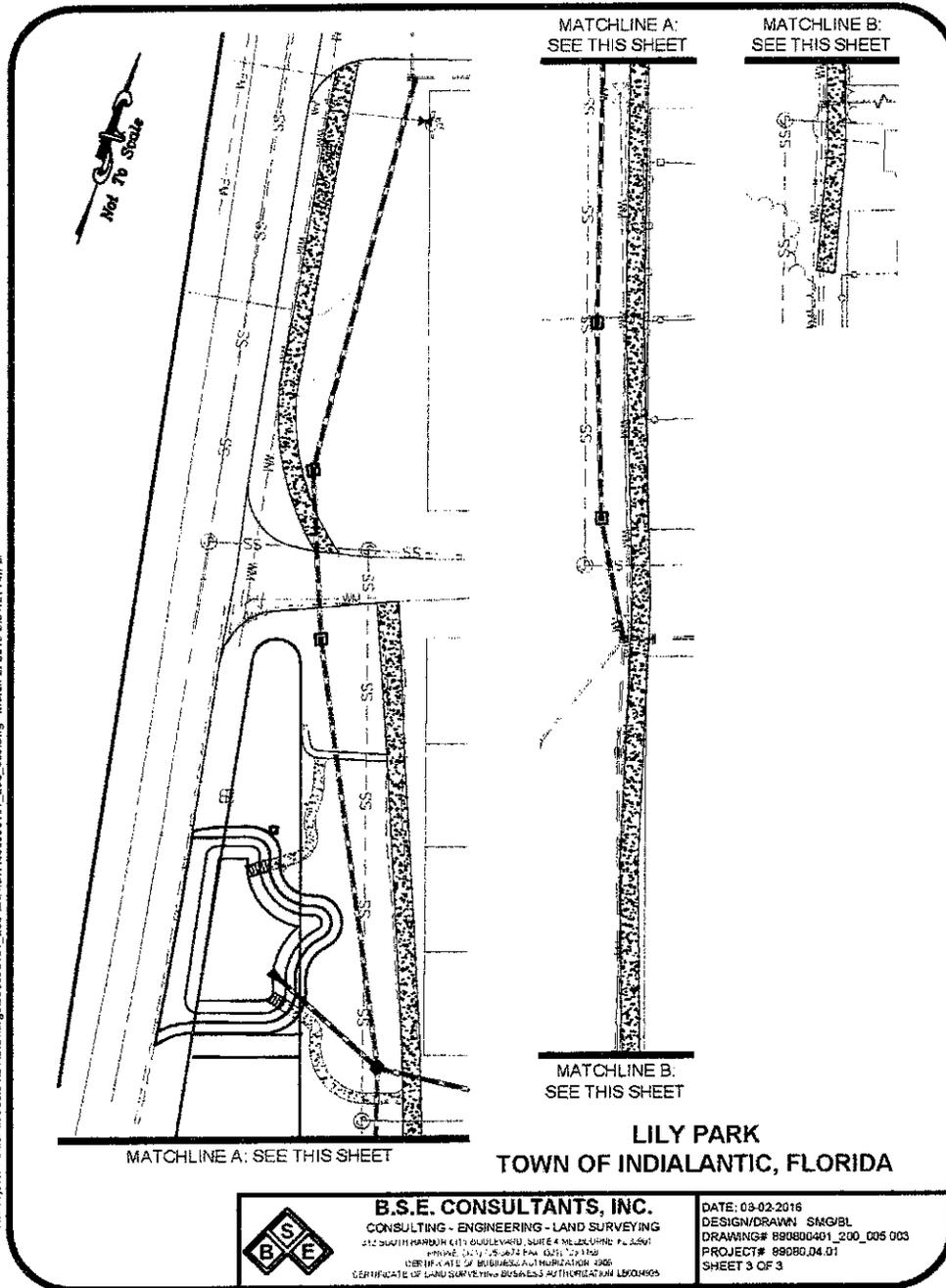


Figure 3



**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Payment Request No. _____ DEP Agreement No. _____ Date _____

Performance Period (Start date - End date): _____

Deliverables completed to support payment request (attach additional pages as needed):

Task/Deliverable	Task Budget
Number(s): _____	Amount: \$ _____

Grantee:
(Name & Mailing Address)

Grantee Contact:
(Name & Phone)

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ -	\$ -	\$ -
Contractual (Subcontractors)	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment (Direct Purchases)	\$ -	\$ -	\$ -	\$ -
Rental/Lease of Equipment	\$ -	\$ -	\$ -	\$ -
Miscellaneous/Other Expenses	\$ -	\$ -	\$ -	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING (ALL TASKS)	\$		\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE: This is the date that you are submitting the payment request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the Task/Deliverable that the request is for (this must be within the timeline shown for the Task/Deliverable in the Agreement).

TASK/DELIVERABLE NO.: Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

TASK BUDGET AMOUNT: List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Deliverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

GRANTEE: Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

GRANTEE CONTACT: List the name and telephone number for the Grantee's grant manager or other point of contact regarding the payment request submittal.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST* ." The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.
Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice Amount (1).
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).
- 4

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail. You should anticipate a response from program staff within 2 business days.

Remit Payment Request by E-mail to the Department's Grant Manager.

Be sure the E-mail payment request includes the following:

Cc: Department's Grant/Project Manager

Subject: Project Number_Disbursement Number: example – LP14025_Disb_1

Attachments:

- 1) Attachment B Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact the Department's Grant Manager.

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	LP05120
Grantee Name:	
Grantee Address:	
Grantee's Grant Manager:	Telephone No.:
Reporting Period:	
Project Number and Title:	
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u> Task 1: Progress for this reporting period: Identify any delays or problems encountered:</p>	

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP05120 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Line Item 1641, General Appropriations Act, Non-point Source (NPS) Management Planning Grants	2015-2016	37.039	Water Quality Assurance Trust	\$65,500	140076

Total Award	\$65,500
--------------------	-----------------

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.htm>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

SUBJECT: Humps

Staff Report – Town of Indialantic

Meeting Date: September 7, 2016

Summary:

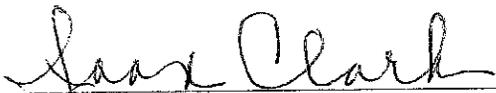
The Mayor has requested that Council discuss the humps installed on Second and Third Avenues recognizing that the Town contracted for humps to be three inches in the center while two of the humps were installed at two and one-half inches in height.

Recommendation:

Determine if there is any further action desired.

MOTION: Determine if there is any further action desired.

Submitted by:

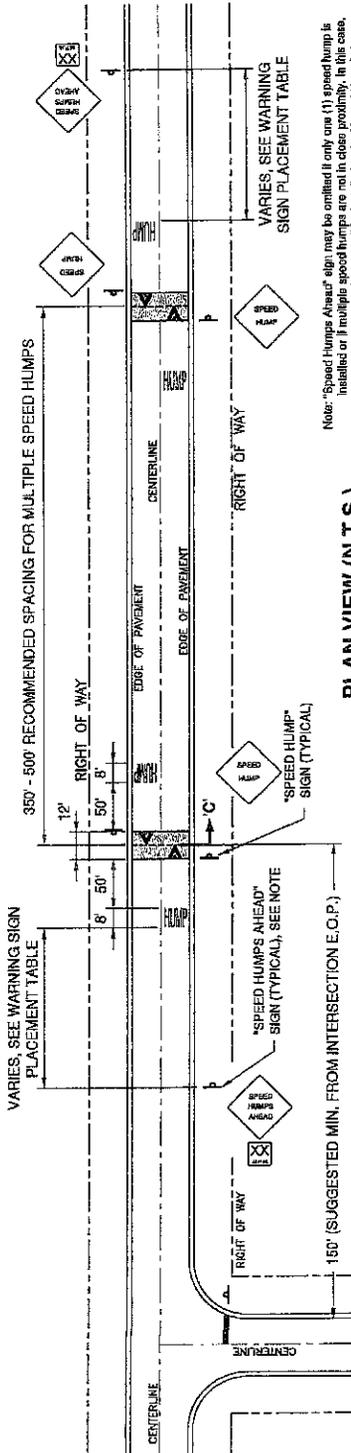


Joan Clark
Town Clerk

Approved for agenda:



Christopher W. Chinault
Town Manager

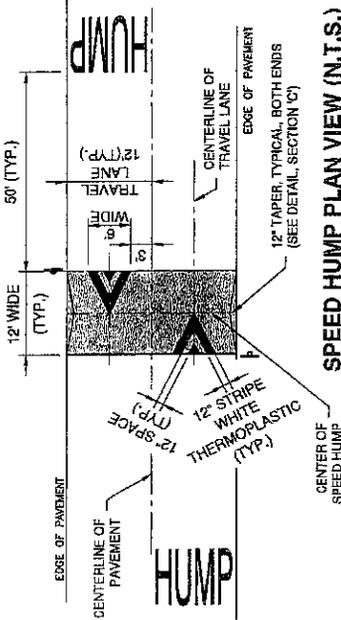


PLAN VIEW (N.T.S.)

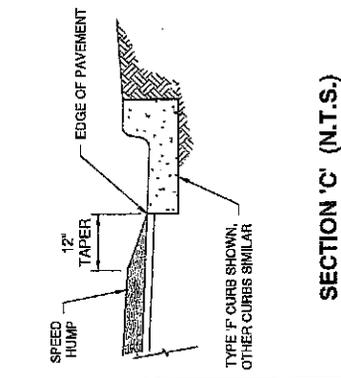
Note: "Speed Humps Ahead" sign may be omitted if only one (1) speed hump is installed or if multiple speed humps are not in close proximity. In this case, the Advisory Speed plaque shall be installed at the "Speed Hump" sign.

POSTED SPEED	MIN. DISTANCE FROM SIGN TO SIGN
20 MPH	75'
25 MPH	100'
30 MPH	125'

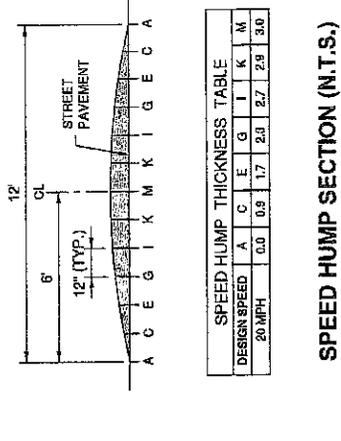
WARNING SIGN PLACEMENT TABLE



SPEED HUMP PLAN VIEW (N.T.S.)

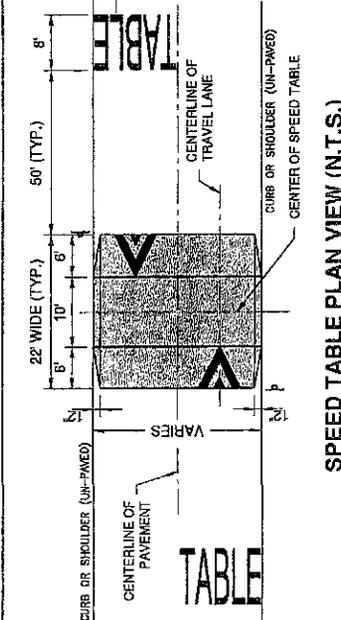


SECTION 'C' (N.T.S.)

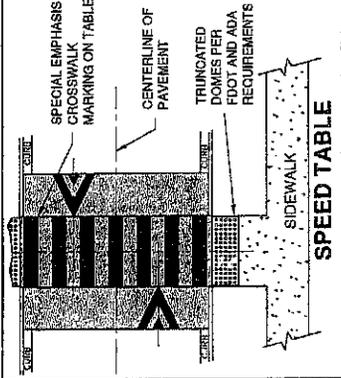


DESIGN SPEED	A	C	E	G	I	K	M
20 MPH	0.0	0.9	1.7	2.5	2.7	2.9	3.0

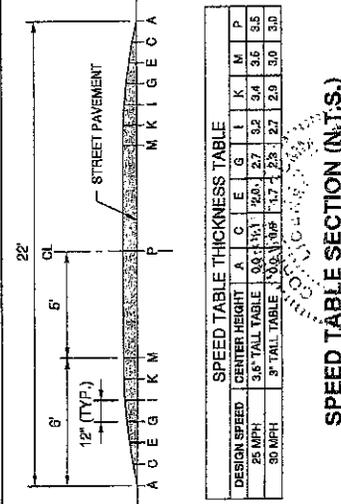
SPEED HUMP THICKNESS TABLE



SPEED TABLE PLAN VIEW (N.T.S.)

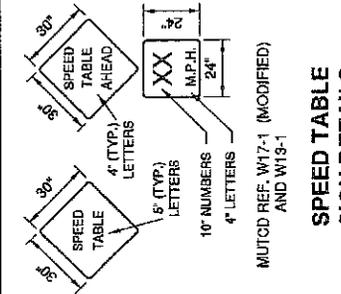


SPEED TABLE SECTION (N.T.S.)

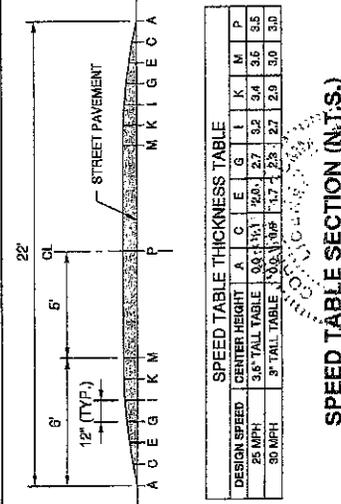


DESIGN SPEED	CENTER HEIGHT	A	C	E	G	I	K	M	P
25 MPH	3.5\"/>								
30 MPH	3\"/>								

SPEED TABLE THICKNESS TABLE



WARNING SIGN PLACEMENT TABLE



SPEED TABLE SIGN DETAILS

DATE: _____ REVISED: _____

PREPARED BY: PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION
 BREWARD COUNTY BOARD OF COUNTY COMMISSIONERS
 100 N. MILITARY AVE., SUITE 400
 PALM BAY, FL 32909, TEL: (321) 977-4571

DATE: AUG 2016
 PREPARED BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

PREPARED FOR: PUBLIC WORKS DEPT.
 BREWARD COUNTY
 BOARD OF COUNTY COMMISSIONERS

PROJECT: _____

DATE: _____

SCALE: _____

DATE: _____

SCALE: _____

DATE: _____

SCALE: _____

SUBJECT: Interlocal Agreement – Indian River Lagoon Restoration

Staff Report – Town of Indialantic

Meeting Date: September 7, 2016

Summary:

The Board of County Commissioners, on August 9, 2016, adopted the Save Our Lagoon Project Plan, which would be funded by a county-wide ½ cent infrastructure sales tax. The sales tax referendum would be placed on the November 8, 2016, ballot.

The implementation of this county-wide funding source requires adoption of an interlocal agreement with municipalities representing a majority of the county’s municipal population.

If the levy of the ½ cent discretionary infrastructure sales tax is approved in the November 8, 2016, referendum, any and all revenue generated by the tax will be deposited into the Save Our Lagoon Trust Fund and used for Lagoon restoration projects and programs in the manner prescribed by the County’s Save Our Lagoon Ordinance to be enacted on August 23, 2016, provided that the County and the governing bodies of the municipalities representing a majority of the county’s municipal population execute a copy of the agreement.

The interlocal agreement and proposed County ordinance are attached for Council consideration and review.

Recommendation:

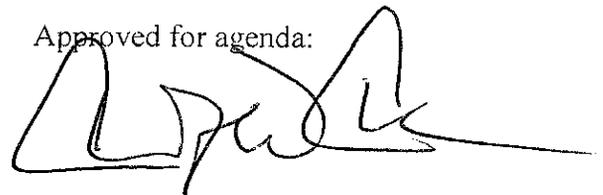
Consider the Interlocal Agreement with Brevard County.

MOTION: Consider the Interlocal Agreement with Brevard County.

Submitted by:


Joan Clark
Town Clerk

Approved for agenda:


Christopher W. Chinault
Town Manager

INTERLOCAL AGREEMENT

This Interlocal Agreement, was made and entered into this ___ day of _____, 2016, by and between Brevard County, Florida (“County”) and [Municipalities Here], all of which are political subdivisions of the State of Florida and collectively are referred to herein as “Parties.”

WITNESSETH

WHEREAS, it is critical that this interlocal agreement be executed by all parties on or before August 23, 2016 in order to meet the deadline set by the Supervisor of Elections for submitting ballot language; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, has been granted authority under Section 212.055(2)(a), Florida Statutes, to levy for a period of ten (10) years from the date of levy, a discretionary infrastructure sales tax of a one half cent, pursuant to ordinance enacted by a majority of the members of the Board of County Commissioners and approved by a majority of the electors of the County voting in a referendum on the surtax; and

WHEREAS, Section 212.055(2)(d)1., Florida Statutes, defines “infrastructure” to mean “[a]ny fixed capital expenditure or fixed capital outlay associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of 5 or more years, any related land acquisition, land improvement, design, and engineering costs, and all other professional and related costs required to bring the public facilities into service. For purposes of this sub-subparagraph, the term “public facilities” means facilities as defined in s. 163.3164(38), s.163.3221(13), or s. 189.012(5), regardless of whether the facilities are owned by the local taxing authority or another governmental entity; and

WHEREAS, Sections 163.3164(38), 163.3221(13), and 189.012(5), Florida Statutes all define the term “public facilities” to include parks and recreational facilities; and

WHEREAS, based upon Florida law, the County comprehensive plan, a 1987 EPA designation, and findings by the Florida Legislature, the Parties find that the Indian River Lagoon is a “public facility” as that term is defined in section 212.055(2), Florida Statutes; and

WHEREAS, the Parties see the urgent need to implement the “Save Our Lagoon Project Plan,” with the aim to restore the Indian River Lagoon through financing, planning, constructing, maintaining, and operating capital improvements and capital maintenance projects and programs designed to improve water quality, fish, wildlife and marine habitat, remove muck and reduce pollution, as permitted under Section 212.055(2)(d)1., Florida Statutes; and

WHEREAS, such infrastructure projects are more equitably funded by revenue sources other than ad valorem taxation; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, has promulgated Brevard County Ordinance no. 16-___, (“the Ordinance”) imposing a one half cent discretionary infrastructure sales tax for a period of ten (10) years from the date of levy, for the

purposes expressed above, subject to approval of said surtax by a majority vote of those qualified electors of Brevard County voting in a referendum to be held on November 8, 2016; and

WHEREAS, it is contemplated that if approved in said referendum, said one half cent discretionary infrastructure sales tax shall be imposed and collected countywide, commencing on February 1, 2017, and continuing thereafter for a period of ten (10) years until December 31, 2027; and

WHEREAS, section 212.055(2)(c), Florida Statutes requires distribution of an interlocal agreement between the county governing authority and the governing bodies of the municipalities representing a majority of the county's municipal population in order to determine the distribution of the revenues derived from the half cent discretionary infrastructure sales tax in lieu of using the statutory formula set forth in section 218.62, Florida Statutes; and

WHEREAS, the parties have determined that it is in the best interests of all residents and property owners in Brevard County that all revenues derived from the half cent sales tax levied for projects and programs for the restoration of the Indian River Lagoon, as those projects and programs are described in the Ordinance; and

WHEREAS, the Parties deem it in the best interest of all of the citizens and residents of Brevard County, Florida, that the proceeds of the one half cent discretionary infrastructure sales tax, if approved by the qualified electors of Brevard County voting in the above-referenced referendum to be held on November 8, 2016, be used to fund projects and programs designed to restore the Indian River Lagoon in the manner set forth in the Ordinance, including operations, maintenance and reasonable administrative costs of those projects and programs:

NOW, THEREFORE, Brevard County and [Municipalities Here] agree as follows:

1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. The parties hereby acknowledge that the County has taken, or will take, such action as necessary to place the issue of levy of a one half cent discretionary infrastructure sales tax before the voters of Brevard County on the ballot in the referendum to be held on November 8, 2016.
3. If the levy of the one half cent discretionary infrastructure sales tax is approved in the November 8, 2016 referendum, upon implementation by ordinance of the sales tax by the County, any and all revenue generated by said tax shall be deposited into the Save Our Lagoon Trust Fund and used for Lagoon restoration projects and programs in the manner prescribed by the County Save Our Lagoon ordinance to be enacted on August 23, 2016, provided that the County and the governing bodies of the municipalities representing a majority of the county's municipal population execute a copy of this agreement.
4. It is the intent of the Parties that even though this interlocal agreement is separately executed by the County with multiple municipalities, that all of such separately

executed agreements shall be construed to constitute a single interlocal agreement which provides for the use and distribution of the proceeds from the one half cent infrastructure surtax as follows:

- a. Any and all revenue generated by the surtax will be deposited into the Save Our Lagoon Trust Fund, administered by the County, for financing the implementation of the Save Our Lagoon Project Plan; and
 - b. The Indian River Lagoon Advisory Committee, as established in Brevard County Ordinance no. 16-____, will assist the County with annual plan updates and may review any proposed capital improvement, project, program, audit or other matter presented to it by the Board of County Commissioners for a recommendation to the County Commission.
5. This Agreement is an interlocal agreement, as contemplated by Chapter 163, Part III, Florida Statutes, and other applicable law. This interlocal agreement adopts, incorporates and ratifies the provisions of Brevard County Ordinance no. 16-____. It is governed by the laws of Florida.
6. This Agreement and its exhibits may only be amended, supplemented or cancelled only by a written instrument duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year indicated next to the signature of their respective authorized representatives and this agreement shall take effect upon the date of execution by the last party to the agreement, the "last party" being defined as the authorized representative of the Brevard County municipality whose city population will cause the total population of cities executing this agreement to exceed 50% of the total municipal population in the County, as that total is set forth on Exhibit A, attached hereto.

BREVARD COUNTY, FLORIDA

By: _____
Jim Barfield, Chair

ATTEST: _____
Clerk

DATE: _____

½ sales tax: IRL only

ORDINANCE 2016-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, CALLING A COUNTYWIDE SAVE OUR LAGOON ½ CENT SALES TAX REFERENDUM ELECTION ON NOVEMBER 8, 2016 WITHIN THE TERRITORIAL LIMITS OF BREVARD COUNTY ON THE QUESTION AS TO WHETHER THE BOARD OF COUNTY COMMISSIONERS SHOULD LEVY A ½ CENT INFRASTRUCTURE SALES TAX FOR FINANCING THE COUNTY'S SHARE OF THE COST FOR THE SAVE OUR LAGOON PROJECT PLAN; PROVIDING FOR FINDINGS; CALLING A REFERENDUM; PROVIDING FOR NOTICE OF THE REFERENDUM; PROVIDING FOR BALLOT LANGUAGE; APPROVAL OF SAVE OUR LAGOON PROJECT PLAN; PROVIDING FOR LEVY OF THE ½ CENT SALES TAX FOR RESTORATION OF THE INDIAN RIVER LAGOON; CREATING A SAVE OUR INDIAN RIVER LAGOON PROJECT TRUST FUND; SAVE OUR ADVISORY COMMITTEE; PROVIDING FOR SEVERABILITY; REPEALER; AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA:

SECTION 1. AUTHORITY FOR ORDINANCE. This Ordinance is adopted pursuant to Sections 212.055(2), Florida Statutes; Chapter 125, Florida Statutes, Section 101.161, Florida Statutes and all other applicable provisions of law, including Florida election laws.

SECTION 2. FINDINGS The County Commission hereby finds and determines as follows:

A. That section 212.055, Florida Statutes grants the Board of County Commissioners the discretionary authority to pass an ordinance calling a referendum on the issue as to whether a ½ cent sales tax should be approved to finance, plan, and construct infrastructure, as that term is defined in subsection (d)1. of section 212.055, Florida Statutes, and for the acquisition of any interest in land for public recreation, conservation, or protection of natural resources;

B. That section 212.055(2)(d)1. defines "infrastructure" to mean "[a]ny fixed capital expenditure or fixed capital outlay associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of 5 or more years, any related land acquisition, land improvement, design, and engineering costs, and all other professional and related costs required to bring the public facilities into service. For purposes of this sub-subparagraph, the term "public facilities" means facilities as defined in s. 163.3164(38), s. 163.3221(13), or s. 189.012(5), regardless of whether the facilities are owned by the local taxing authority or another governmental entity.

½ sales tax: IRL only

C. Sections 163.3164(38), 163.3221(13), and 189.012(5), Florida Statutes all define the term “public facilities” to include parks and recreational facilities.

D. Chapter 163.3177 requires every county to include a recreation and open space element in their comprehensive plan. The relevant section of that statute reads as follows: Fla. Stat. § 163.3177: (6)(e) A recreation and open space element indicating a comprehensive system of public and private sites for recreation, including, but not limited to, natural reservations, parks and playgrounds, parkways, beaches and public access to beaches, open spaces, waterways, and other recreational facilities.

E. In the Brevard County comprehensive plan, the term “open space” and “recreation” are defined as follows:

1. **Open Space** - lands and *water* not covered by structures including agriculture, which are *suitable for passive recreation or conservation* use.
2. **Recreation** - the pursuit of leisure time activities occurring in an indoor or *outdoor* setting.

F. In turn, the term “passive recreation” is defined as: “

1. **Passive Recreation** - recreation uses where very minimum alteration of vegetation, topography or other native feature is necessary, for the enjoyment of the site amenities. Activities which are considered passive include, but are not limited to, hiking, bicycling, nature observation, camping, non-motorized boating, rowing, swimming, picnicking, archaeological or historic preservation.

G. As defined in the Comprehensive Plan Glossary, the term “passive recreation” includes activities such as sailing, rowing, swimming, nature observation and, though not listed, would also include sailboarding and non-motorized recreational fishing—all of which are activities commonly undertaken on the Indian River Lagoon, and all of which depend upon a swimmable and fishable quality of water¹ allowing the lagoon to function as a natural “passive recreation” “open space”, “public recreational facility” and a “public site for recreation.”

H. The recognition of the Lagoon’s availability and contemplated use for passive recreation is found in the Coastal Management element of the comprehensive plan in Policy 11.9 which reads:

1. “Brevard County shall investigate the feasibility of acquiring narrow strips

¹ <http://www.dep.state.fl.us/water/wqssp/classes.htm>

½ sales tax: IRL only

of land along the Indian River Lagoon, where such areas could provide visual access or provide parking for passive recreation within the Lagoon.”

I. As an open water body, the Indian River Lagoon also falls within the scope of numerous goals, policies and objectives found in the recreation and open space element of the plan relating to passive recreation.²

J. “The U.S. Environmental Protection Agency (EPA) designated the lagoon as “an estuary of national significance” in April 1990 and included the lagoon in the National Estuary Program. The Indian River Lagoon National Estuary Program is a partnership whose members work to improve the water quality and ecological integrity of the 156-mile-long estuary on Florida’s east coast. The St. Johns River and South Florida water management districts, the five counties that border the lagoon — Brevard, Indian River, Martin, St. Lucie and Volusia — and representatives of state, federal and regional governments and agencies make up the Indian River Lagoon Advisory Board, charged with guiding and overseeing the lagoon’s protection and

² Recreation And Open Space Element

GOAL 1

PROVIDE A PARK AND OPEN SPACE SYSTEM WHICH OFFERS OPPORTUNITIES FOR A VARIETY OF PASSIVE AND ACTIVE RECREATION, PROMOTES VISUAL APPEAL AND PROVIDES RELIEF FROM EXPANSES OF DEVELOPMENT.

Parks and Open Space System

Objective 1

Provide a system of parks and open space to meet the recreational needs of the public.

Policy 1.6

Develop and enhance existing parks and open space sites to provide additional recreational facilities based on the recreational needs of the public and as funding become available.

GOAL 2

PROVIDE A COMPREHENSIVE PROGRAM OF ACTIVE AND PASSIVE RECREATION THAT MEETS THE NEEDS OF THE PUBLIC.

Objective 1

To ensure that Brevard’s waterways are a publicly-accessible local system of waterways linked to a larger regional system that contributes to the greatest possible recreational and commercial access to the navigable waters of the State of Florida in a manner that does not jeopardize their environmental values.

Policy 1.1

By 2011, the County shall identify, inventory and characterize its system of waterways in terms of use, capacity and relationship to recreational and commercial working waterfronts.

Public and Private Partnerships

Objective 4

Coordinate public and private resources to meet recreational demands.

½ sales tax: IRL only

restoration.” <http://www.cakex.org/directory/organizations/indian-river-lagoon-national-estuary-program>

K. With regard to the function and restoration of water quality in the Indian River Lagoon, the Florida Legislature has made the following findings:

1. The Indian River Lagoon system has been targeted by the state as a priority water body for restoration and preservation since the 1987 Surface Water Improvement and Management Act;
2. Coastal lagoon activities relating to saltwater fishing account for a multibillion dollar economic base;
3. The St. Johns River and South Florida Water Management Districts have jointly developed a management plan that includes water quality improvement, habitat restoration, and public awareness and education; and
4. The Legislature supports the restoration efforts of the water management districts.³

L. Based upon the above statutory and county comprehensive plan provisions, EPA designation, and findings by the Florida Legislature, the Board of County Commissioners concludes that the Indian River Lagoon is a “public facility” as that term is defined in section 212.055(2), Florida Statutes.

M. Because the Indian River Lagoon meets the definition of a “public facility,” section 212.055(2), Florida Statutes, authorizes the use of the ½ cent discretionary local government infrastructure sales tax for capital improvement projects, which include capital maintenance such as muck removal, and projects with a life span of 5 years or longer such as projects to reduce primary sources of pollution (including excess fertilizer, septic systems, nutrient rich reclaimed water, and stormwater); to remove historical pollution that is now accumulated in muck deposits that smother seagrass, cloud the water column, release nutrients and deplete oxygen; and to restore natural stabilization and filtration systems (including oyster bars and living shorelines).

N. The population of Brevard County exceeds 75,000 people and for the tax year 2016, the taxable value of real property is less than 60 percent of the just value of real property for ad valorem tax purposes, as determined by the Brevard County Property Appraiser’s Office.

O. Based on the data provided by the Brevard County Property Appraiser’s Office, section 212.055(2)(g), Florida Statutes applies within Brevard County, which statute provides as follows:

- (g) Notwithstanding paragraph (d), a county having a population greater than 75,000 in which the taxable value of real property is less than 60 percent of the just value of real property for ad valorem tax purposes for the tax year in which an infrastructure surtax

³ Fla. Stat. §320.08058(a)

½ sales tax: IRL only

referendum is placed before the voters, and the municipalities within such a county, *may use the proceeds and interest of the surtax for operation and maintenance of parks and recreation programs* and facilities established with the proceeds of the surtax throughout the duration of the surtax levy or while interest earnings accruing from the proceeds of the surtax are available for such use, whichever period is longer.

P. In 1996 the Florida Advisory Council on Intergovernmental Relations, assisted by the State of Florida Department of Revenue, interpreted the uses for “operation and maintenance of parks and recreation programs *and* facilities established with the proceeds of the surtax” to authorize use of the infrastructure surtax for the “operation and maintenance of parks and recreation programs, as well as facilities originally established with surtax proceeds”⁴.

Q. The Board of County Commissioners finds that the Save Our Lagoon Project Plan presented with this Ordinance, along with the Indian River Lagoon Comprehensive Conservation and Management Plan⁵ referenced in the Surface Water Management Element of the Brevard County Comprehensive Plan, constitute a recreation program within the meaning of section 212.055(2)(g), Florida Statutes based upon the goals, objectives and policies in each respective plan, as set forth in the following subparagraph R:

R. **Brevard County Comprehensive Plan: Surface Water Management Element: Policy 1.3:** The Natural Resources Management Office shall be the lead agency for the development and implementation of the Master Stormwater Management Plan and shall coordinate its efforts with the St. John's River Water Management District on the **Indian River Lagoon Comprehensive Conservation and Management Plan (CCMP)**, Total Maximum Daily Loads (TMDL's) and the National Pollution Discharge Elimination System (NPDES) permit schedule and requirements.

Indian River Lagoon Comprehensive Conservation and Management Plan:

As part of the effort to coordinate and compliment the IRL SWIM and IRL CCMP plans, the IRL NEP adopted the three IRL SWIM goals:

Goal 1: To attain and maintain water and sediment of sufficient quality to support a healthy estuarine lagoon ecosystem;

Goal 2: To attain and maintain a functioning, healthy ecosystem which supports endangered and threatened species, fisheries, commerce and **recreation**;

Goal 3: To achieve heightened public awareness and coordinated interagency management of the Indian River Lagoon ecosystem.

⁴Local Government Financial Information Handbook, July 1996, *Florida Advisory Council on Intergovernmental Relations, with the assistance of the Department of Revenue and its Division of Economic and Demographic Research, Joint Legislative Management Committee, Florida Legislature*; p. 185;
<http://edr.state.fl.us/Content/local-government/reports/lgtfh96.pdf>

⁵ https://www.epa.gov/sites/production/files/2015-09/documents/ccmp_update_2008_final.pdf

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The IRL NEP added one additional goal to the CCMP relating to the identification of long term funding resources for implementation of the CCMP's recommendations:

Goal 4: To identify and develop long-term funding sources for prioritized projects and programs to preserve, protect, restore and enhance the Indian River Lagoon system.

Objective: Develop and implement a coordinated scientific conservation and management strategy to preserve, protect and restore biodiversity in the Indian River Lagoon.

Point Source Discharges Action Plan

Objective: To ensure compliance with the Indian River Lagoon Act and to reduce or eliminate, where possible, industrial and domestic wastewater discharges to the Indian River Lagoon

PS-1 Ensure compliance with the **Indian River Lagoon Act, Chapter 90-262, also known as the Indian River Lagoon Act.**

PS-3 Reduce or eliminate industrial discharges to the Indian River Lagoon.

On-Site Sewage Treatment and Disposal Systems Action Plan

Objective: Determine the impacts on on-site sewage treatment and disposal systems (OSTDS) on the resources of the Indian River Lagoon and to develop and implement strategies to address these impacts.

OSDS-4: Promote the connection of areas served by OSTDS to central sewer service or, where connection to central sewer is not feasible, promote the development and use of alternative or advanced OSTDS technologies offering improved treatment in areas identified in the IRL SWIM studies as "problem" or "potential problem" for OSTDS. Identify and publicize potential funding sources that could be used to connect areas served by OSTDS to central sewer or support the development and use of alternative or advanced OSTDS technologies.

Fresh and Storm Water Discharges Action Plan

Objective: To develop and implement strategies to address the impacts of freshwater and stormwater discharges on the resources of the Indian River Lagoon.

FSD-4 Develop and implement best management practices (BMPs) for the management of stormwater, agricultural and fresh water discharges.

FSD-6 Reduce the impacts of muck on the Indian River Lagoon.

FSD-10 Encourage the proper use of fertilizers, herbicides, pesticides and reuse water.

FSD-11 Educate residents and property owners about the impacts of freshwater and

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stormwater discharges on the Indian River Lagoon and what they can do to reduce these impacts.

FSD-12 Continue reviews of plans of reclamation for water control districts and the standard operating procedures and project works of each large drainage system and agricultural drainage system. Develop and implement strategies to reduce discharges and pollutant loadings to the Indian River Lagoon from these sources.

FSD-13 Upgrade existing urban and agricultural stormwater systems to reduce pollutant loadings to the Indian River Lagoon.

FSD-14 Develop and implement appropriate mechanisms to fund and undertake the operation, maintenance and improvement of urban and agricultural stormwater management systems to reduce pollutant loadings

Seagrass Protection, Restoration And Management Action Plan

Objective: To protect and restore seagrass integrity and functionality in the Indian River Lagoon by reducing anthropogenic impacts and attaining and maintaining water quality capable of supporting a healthy, productive and sustainable submerged aquatic vegetation community meeting the seagrass coverage and depth targets developed by the water management districts for the Indian River Lagoon.

SG-1 Implement a program of protection, restoration and management activities needed to maintain, protect and restore the seagrass/SAV community of the Indian River Lagoon.

Wetlands Action Plan

Objective: Preserve, protect, restore and enhance the wetland resources of the Indian River Lagoon region.

W-5 Continue the restoration and rehabilitation of impacted or impounded coastal wetlands.

Fisheries Action Plan

Objective: Conserve, protect, and restore the fin and shellfish resources of the Indian River Lagoon

F-1 Conserve, protect, restore and manage the finfish and shellfish resources in the Indian River Lagoon region.

Public Involvement and Education Action Plan

Objective: Facilitate implementation of the Indian River Lagoon (IRL) Comprehensive Conservation and Management Plan (CCMP) through public involvement and education.

PIE-1 Implement and expand public involvement and education projects or programs.

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PIE-4 Increase public and governmental involvement in activities designed to protect and restore the resources of the Indian River Lagoon.

PIE-5 Strategically prioritize and implement public education programs based on pollution potential, perceived likelihood for behavior change, resource availability, and opportunities that arise.

Brevard County Comprehensive Plan: Surface Water Management Element:

Policy 1.7 Brevard County should continue the public information program on the value of stormwater management. The County should continue to coordinate this program with Natural Resource Conservation Service (NRCS), the Indian River Lagoon National Estuary Program and other appropriate agencies.

Policy 4.11 Brevard County will continue to identify and map point and nonpoint sources of pollution within the Indian River Lagoon system and watershed to identify and reduce point and nonpoint sources of pollution. This program shall be coordinated with other federal, state and local agencies.

Conservation Element

Policy 3.3 Brevard County shall continue to make efforts to prevent negative impacts of development in and adjacent to the Indian River Lagoon and its tributaries designated as Class II waters, Aquatic Preserves and Outstanding Florida Waters by implementing and revising as necessary, the Surface Water Protection Ordinance...

Policy 3.4 Brevard County shall continue to prevent negative impacts of development in and adjacent to Class III waters (except Outstanding Florida Waters and Aquatic Preserves) along the St. Johns River and Indian River Lagoon and its tributaries by implementing and revising as necessary, the Surface Water Protection Ordinance...

Policy 3.8 When deemed necessary to meet State-mandated water quality standards, Brevard County may establish setbacks from the shoreline of the Indian River Lagoon for septic tanks and drainfields. Such setbacks shall at a minimum, be in accordance with F.S. 381.0065(4), as may be amended. In those cases where there is insufficient lot depth to meet County-established setbacks more stringent than those established by State statute, septic tanks and drainfields shall be located in accordance with F.S. 381.0065(4), as may be amended.

Policy 3.10 Brevard County shall continue to work with the St. Johns River Water Management District (SJRWMD), FDEP, and Indian River Lagoon Program (IRLP) and other appropriate agencies in developing appropriate water quality standards for estuarine waters within the Indian River Lagoon.

Policy 3.11 Brevard County shall continue to support programs for plugging free-flowing artesian wells, with highest priority being given to those adjacent to the Lagoon.

Policy 3.13 Brevard County strongly supports the designation of the Indian River Lagoon from SR 405 north to the County line as an Aquatic Preserve.

Policy 3.15 By 2013, the County shall establish appropriate protective measures along conveyance systems and tributaries of the St. Johns River and Indian River Lagoon to meet State

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and Federal water quality standards.

S. In January through March 2016, Brevard County residents endured the most extensive and intensive algal bloom ever recorded in the Indian River system during winter/spring months. The collapse of this bloom in March resulted in one of the most extensive fish kills ever recorded in the county. The winter/spring 2016 bloom followed an algal super bloom that occurred in 2011, brown tides that followed in 2012, 2013 and 2015, and unusual mortality events for dolphins, manatees and pelicans.

T. On March 29, 2016 the Board of County Commissioners voted to send a letter to the Governor requesting assistance. The Governor sent the leadership of multiple state agencies to assess the fish kill and meet with County staff and members of the Legislative delegation to discuss solutions and resource needs. The County was advised to develop a project plan to include a comprehensive list of projects to restore lagoon health, estimate the funding needs for those projects and determine a timetable for implementation. With such a plan, the County would be in a better position to seek dedicated cost-share from the FL Legislature.

U. On April 7, 2016 the County Commission directed staff to develop a Save Our Lagoon Project Plan to restore health to the lagoon and explore dedicated funding mechanisms to fund the entire plan or provide the local match needed to leverage State appropriations and other grants.

V. The proposed Save Our Lagoon Project Plan includes a portfolio of projects to **Reduce** primary sources of pollution (including excess fertilizer, septic systems, nutrient rich reclaimed water, and stormwater); **Remove** historical pollution that is now accumulated in muck deposits that smother seagrass, cloud the water column, release nutrients and deplete oxygen; **Restore** natural stabilization and filtration systems (including oyster bars and living shorelines); and a process to monitor project implementation, efficiency, and cost-effectiveness with a volunteer citizen oversight committee to **Respond** to monitoring data, new technology, changing conditions, alternative project proposals and recommend plan revisions to the County Commission annually. The projected cost of the proposed plan is \$302,881,000.

SECTION 3. REFERENDUM. A referendum election is hereby called and ordered to be held in Brevard County at the time of the next general election to be held on November 8, 2016 to determine whether the board of county commissioners should levy a ½ cent sales tax for financing the county's share of the cost for the Save Our Lagoon project plan.

SECTION 4. NOTICE OF REFERENDUM. This Ordinance shall be published twice in full as part of the Notice or the Referendum Election, together with a notice in substantially the form attached hereto as Exhibit "A" in *Florida Today*, a newspaper of general circulation in the County. The publications shall occur once in the fifth week and once in the third week prior to the week which includes November 8, 2016.

SECTION 5. NOTICE TO SUPERVISOR OF ELECTIONS. Upon adoption of this ordinance, notice of the calling of the referendum election provided for in this Ordinance shall be delivered to the Supervisor of Elections. This Ordinance shall not be implemented unless the Supervisor of Elections provides her consent to a date when the registration books can be available pursuant to Section 100.151, Florida Statutes.

SECTION 6. PLACES OF VOTING, INSPECTORS, CLERKS. The polls will be open at the voting places on the date of the referendum during the times prescribed by law. All qualified electors residing within the County shall be entitled and permitted to vote at the referendum on the proposition set forth below. The places of voting and the inspectors and clerk for the referendum shall be those designated by the Supervisor or Elections of Brevard County.

SECTION 7. OFFICIAL BALLOT. Ballots to be used in the referendum shall contain a statement of the description of the proposed issue on economic development ad valorem tax exemptions and shall be in substantially the following form:

BALLOT
Brevard County, Florida

Caption: Save Our Indian River Lagoon ½ Cent Sales Tax Referendum

To restore the Indian River Lagoon through financing, planning, constructing, maintaining, and operating capital improvements and capital maintenance projects and programs designed to improve water quality, fish, wildlife and marine habitat, remove muck and reduce pollution, shall an ordinance be approved levying a ½ cent sales tax for ten years and requiring deposit of all revenue to a Save Our Lagoon Trust Fund solely for such projects, with citizen committee oversight and annual independent audits?

___ FOR the ½ cent sales tax

___ AGAINST the ½ cent sales tax

SECTION 8. ABSENTEE VOTING. The form of ballots to be used in such referendum for absentee voters shall be the same as used at the polling places for said referendum or such other form as may be prescribed by law.

SECTION 9. PRINTING OF BALLOTS. The Supervisor or Elections for Brevard County is hereby authorized and requested to (a) have sample ballots printed and to deliver such sample ballots to the inspectors and clerks on or before the date and time for opening of the polls for such referendum and (b) have official ballots for use in such referendum printed and delivered in accordance with law.

SECTION 10. PAYMENT OF REFERENDUM EXPENSES. The County Manager is hereby authorized and directed to approve the payment of lawful expenses associated with conducting the referendum election and the Clerk of the Board of County Commissioners is hereby authorized and directed to disburse the funds necessary to pay such expenses.

SECTION 11. VOTER REGISTRATION BOOKS. The Supervisor of Elections for Brevard County is hereby authorized and requested to furnish the poll workers, inspectors and clerks required at each place where the votes are to be cast in such referendum, as well as applicable portions of the registration books or certified copies thereof showing the names of the qualified electors residing in the County.

SECTION 12. ELECTION PROCEDURE. The referendum shall be held and conducted in the manner prescribed by law and shall, as soon as practicable, be returned and canvassed in the manner prescribed by law. The result shall show the number of qualified electors who voted at such referendum and the number of votes cast respectively for and against approval of the proposition. Upon certification in the manner prescribed by law, the results shall be recorded in the minutes of the Board of County Commissioners.

SECTION 13. ELECTION RESULTS. If the majority of the votes cast at such a referendum shall vote for the proposition, the Ordinance shall take effect and be implemented and administered by the Board of County Commissioners through its County Manager and designees.

SECTION 14. APPROVAL OF SAVE OUR LAGOON PROJECT PLAN

The Save Our Lagoon Project Plan (SOLPP), as presented to the Board of County Commissioners on August 23, 2016, is hereby approved and adopted. The implementation of the SOLPP shall be undertaken by the Brevard County Board of County Commissioners through and under the supervision of the County Manager or his designee, with citizen advisory input and coordination with the Indian River Lagoon Council and all state and federal agencies participating in the implementation of the SOLPP.

SECTION 15. LEVY OF ½ CENT SALES TAX FOR INDIAN RIVER LAGOON RESTORATION

As authorized under section 2121.055(2), Florida Statutes, upon the effective date of this ordinance there is hereby levied a ½ cent infrastructure sales surtax to be collected, deposited and expended for Indian River Lagoon improvements, projects and programs, as specified in this ordinance.

SECTION 16. SAVE OUR INDIAN RIVER LAGOON PROJECT TRUST FUND.

If the county electorate approves the ½ cent infrastructure sales surtax provided for in this ordinance, the County Manager, or his designee in cooperation with the Board Finance division of the Office of the Clerk of the Circuit Court, shall create a Trust Fund reserved solely for the deposit of revenues derived from the approved tax. Thereafter, all revenues collected from the

tax shall be deposited into the Trust Fund and shall be distributed in the manner provided for in the interlocal agreement required under section 212.055(c)1., Florida Statutes. Trust Fund expenditures shall be restricted to :

1. reasonable and necessary capital improvement, capital maintenance and other projects and programs implementing a) the Save Our Lagoon Project Plan, as adopted hereunder or as amended from time to time; b) in the Indian River Lagoon Conservation and Management plan, as amended from time to time; and/or c) with the approval of the Board of County Commissioners, the costs of any project or program identified and pursued in accordance with any future plan, as amended from time to time, enacted by the Indian River Lagoon Council created pursuant to the Indian River Lagoon National Estuary Program Interlocal Agreement dated February 19, 2015. Such reasonable and necessary expenses may include project permitting costs and the costs experts used in obtaining or consulting on the acquisition of such permits;
2. Costs of issuing bonds, including financial advisor fees; bond counsel fees; and bond validation attorneys and expert witness fees, if any are utilized;
3. the interlocal agreement required by section 212.055(2), Florida Statutes;
4. any reasonable lagoon restoration related project or expense approved by the Board of County Commissioners, at its discretion, upon recommendation by the Save Our Lagoon Advisory Committee established hereunder;
5. Project related operation and maintenance expenses;
6. Save Our Lagoon Project Plan education and community awareness initiatives or programs;
7. any membership dues payable to the Indian River Lagoon Council.

Such expenditures shall be made in accordance with established county contract, bidding and authorized administrative expense limitations, as set forth in Board policies and County Manager Administrative Orders.

Such expenditures may include use for grant matching funds for federal, state or private contributions pledged for paying expenses or costs related to lagoon restoration projects, or repayment of bonds, if any, issued for financing the cost of capital improvement or capital maintenance projects related to the restoration of the Indian River Lagoon.

SECTION 17. SAVE OUR LAGOON ADVISORY COMMITTEE

There is hereby created an Indian River Lagoon Advisory Committee which shall consist of five members. Team members will represent the fields of Science, Technology, and Economics for Adaptive Management (STEAM). Three members shall be appointed by the Space Coast League of Cities and two members shall be appointed by the Brevard County Board of County Commissioners. Appointees will serve for a two-year term, after which time they may be considered for reappointment or replacement.

The Committee will assist the County with the annual plan updates and may review any proposed capital improvement, project, program, audit or other matter presented to it by the

Board of County Commissioners for a recommendation to the County Commission. In addition, the Committee shall meet at least annually to hear reports from the County Manager or his designee, detailing the progress and projections for ongoing implementation of and costs associated with the Save Our Lagoon Project Plan (SOLPP). The Committee may formulate a recommendation to the County Commission on any matter related to the implementation or revision of the SOLPP. In the process of formulating any recommendation to the Board of County Commissioners, the Committee shall be cognizant of and will consider input from municipalities, lagoon advocacy organizations, tourism, and real estate interests.

SECTION 18. SEVERABILITY. In the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, sentence or paragraph hereof.

SECTION 19. REPEALING CLAUSE. All ordinances or other actions of the County which are in conflict herewith are hereby repealed to the extent of such conflict or inconsistency.

SECTION 20. EFFECTIVE DATE. This Ordinance shall take effect upon November 8, 2016 if the ½ cent sales tax is approved by a majority of the electors of the county voting in the referendum on that date. However, the Ordinance shall not be implemented until such time as a) the Supervisor of Elections has consented to obtaining and making registration books available in accordance with Section 100.151, Florida Statutes; b) election results demonstrate an affirmative vote of the majority of the electors has approved the Save Our Indian River Lagoon ½ cent sales tax.

DONE AND ADOPTED in Regular Session of the Board of County Commissioners of Brevard County, Florida this _____ day of May, 2016.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Scott Ellis, Clerk

By: _____
Jim Barfield, Chair

(as approved by the Board on August 23, 2016)

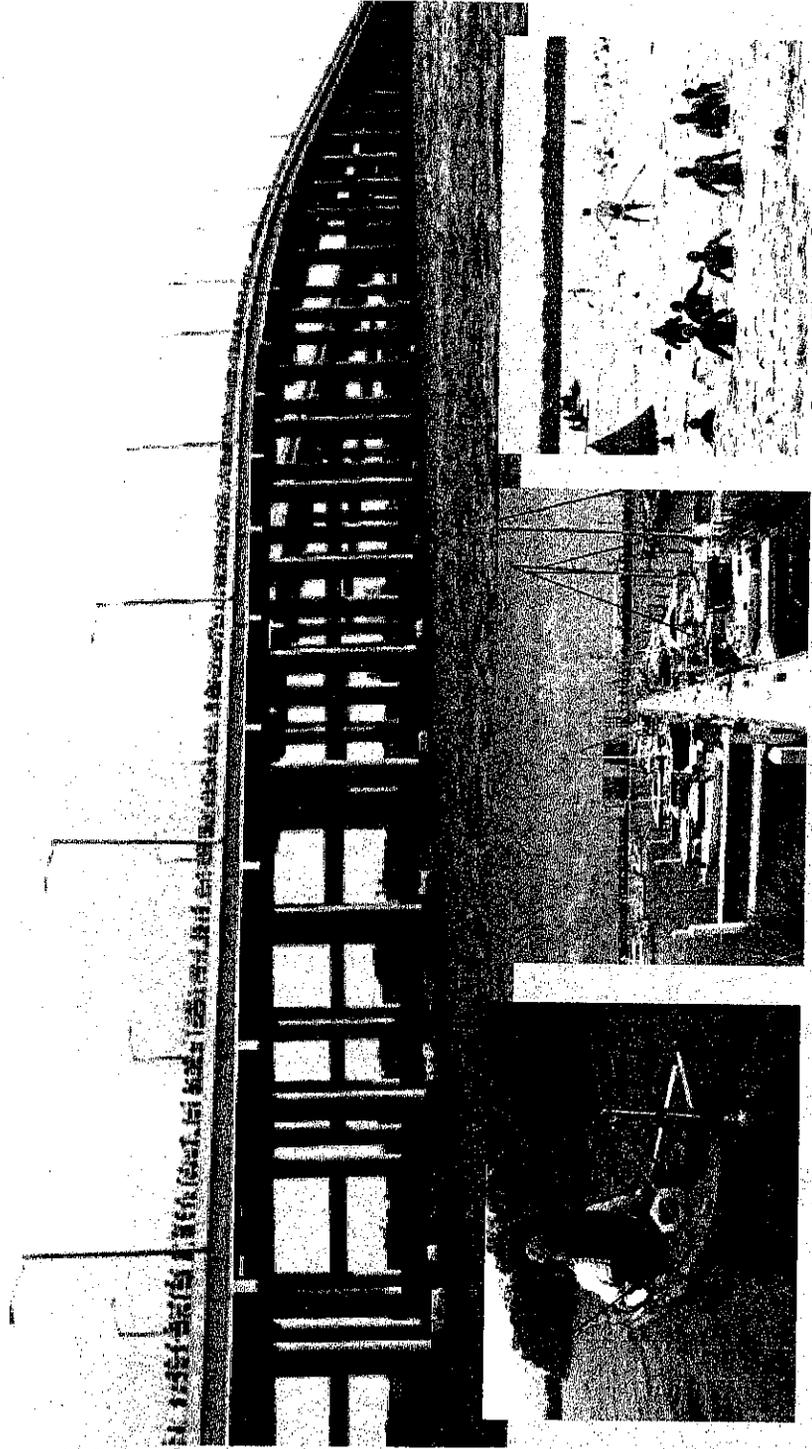
Exhibit "A"

**NOTICE OF SAVE OUR SAVE OUR INDIAN RIVER LAGOON ½ CENT SALES TAX
REFERENDUM**

Pursuant to the provisions of Section 100.342, Florida Statutes, notice is hereby given that a referendum election shall be held on Tuesday, November 8, 2016, to determine whether the Brevard County Board of County Commissioners should levy a ½ cent infrastructure sales tax for financing the county's share of the cost for the Save Our Lagoon Project Plan as described in the following Ordinance number 2016-_____ adopted by the Board of County Commissioners of Brevard County, Florida on _____, 2016:

(Set forth adopted Ordinance here)

Save Our Lagoon Project Plan



August 9, 2016

Presentation Outline

- Introduction
- Economic Importance
- Science-Based Targets
 - Impacts of Muck
- Data-Driven Project Selection
 - Transparency/Accountability/Adaptability
- Funding Options
- Acknowledgements

Presenters

- Virginia Barker, Director, Natural Resources Management Department
- Al Vazquez, Managing Partner, Closewaters LLC
- Dr. John Windsor, Professor Emeritus, Florida Institute of Technology Oceanography and Environmental Science
- Marcy Frick, REM, Senior Water Resources Engineer, Tetra Tech Inc.



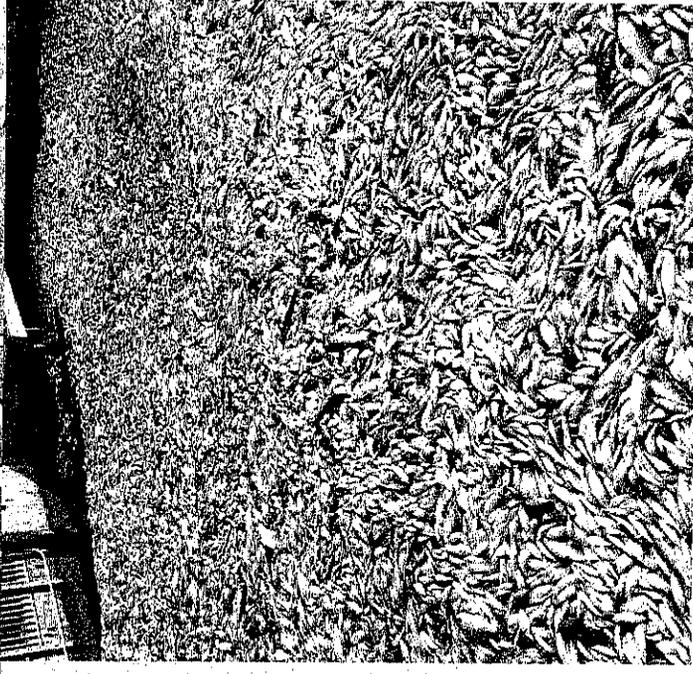
Why Are We Here?

- 2011 algal superbloom
- 2011 secondary bloom
- 2012 brown tide
- 2013 brown tide
- 2013 unusual mortalities
- 2015-2016 brown tide
- 2016 extensive fish kill
- 60% loss of seagrass beds



2016 Events

- **March fish kill**
- **April**
 - Letter to the Governor
 - State agency response
 - Legislative delegation
 - Faster federal permits
- **May**
 - Board direction to develop referendum options
 - Board direction to draft a project plan



Indian River Lagoon

A deadly sequence of events

Escalades of pollution

Winter 2015

March 2016



N-P

Excess nutrients are delivered



www.mrcirl.org



A time bomb explodes

Contact information
 Leesa Sento, Ph.D.
 Executive Director
 Marine Resources Council
 3275 Dixie Hwy NE
 Palm Bay, FL 32909
 Ph. 321-725-7775



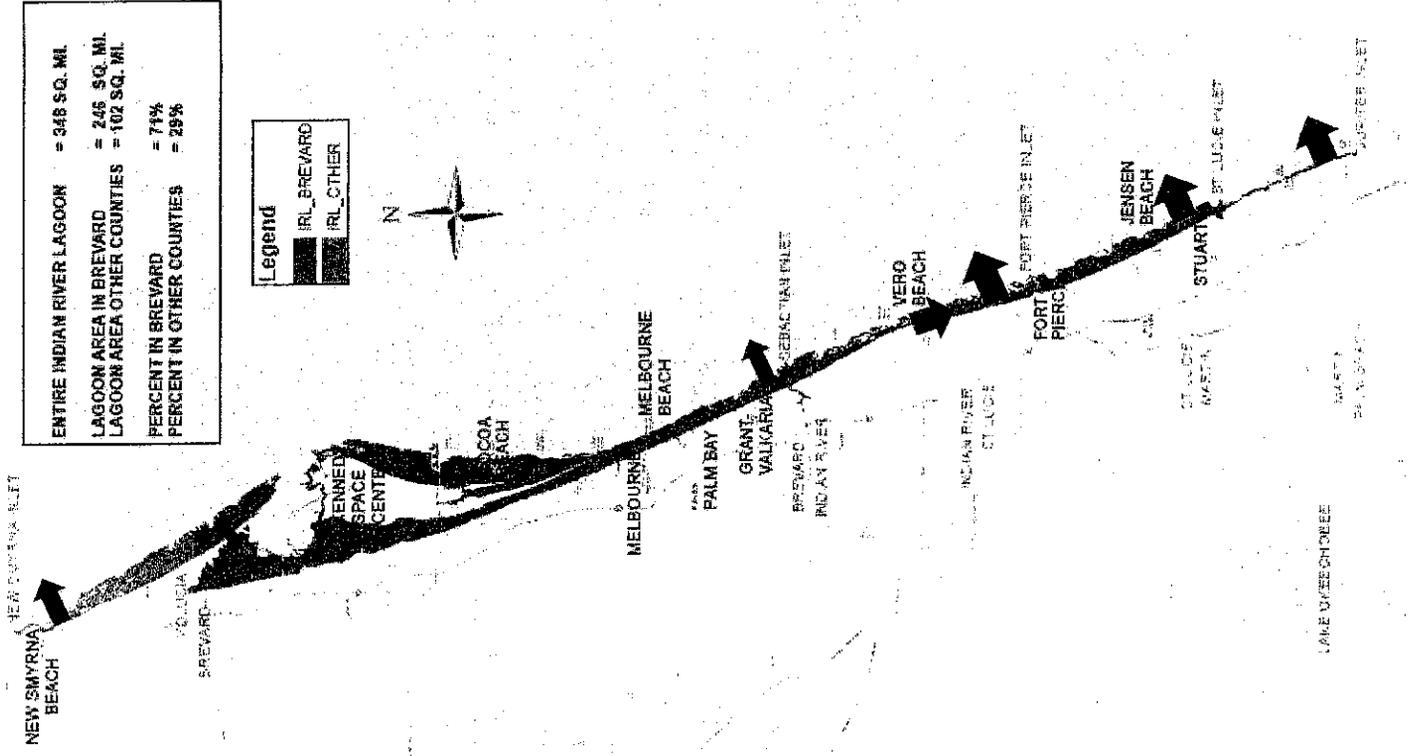
Oxygen plummeted as algae died



Science Communication Team
 H. Kelsey, C. Donovan, J. Hawley
 Integration & Application Network
 University of Maryland Center for
 Environmental Science
esl.lumcon.edu

Indian River Lagoon

- 71% of the IRL is in Brevard County
- 157,000 acres
- Local pollution
- Local responsibility
- Local opportunity



Delicate Balance

- IRL is an Estuary of National Significance
- One of the greatest diversity of plants and animals in the nation
- Balance has been disturbed:
 - Excessive pollutant inputs to the lagoon
 - Accumulation of harmful muck deposits
 - Loss of natural filtration systems



Plan Development

- Address remaining major sources of pollution
- Minimal cost to achieve regulatory compliance and healthy conditions;
 - Maximize benefits
 - Science and data-driven to minimize risk
 - Optimize Return on Investment
 - Allow for innovation and adaptation

Save Our Lagoon Project Plan

Economic Importance of the Indian River Lagoon

Al Vazquez, Managing Partner
Closewaters LLC

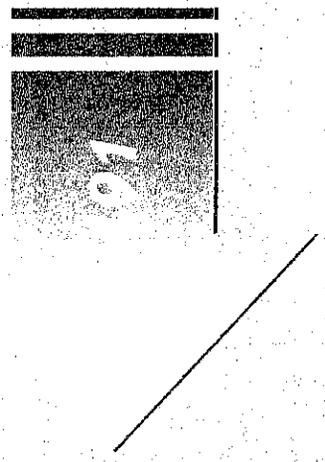


\$2 Billion Potential Economic Gain with Restoration

Expected Present Value (Millions) Annual Benefits

Tourism, Recreation \$997
 Property Value \$852
 Commercial Fishing \$159

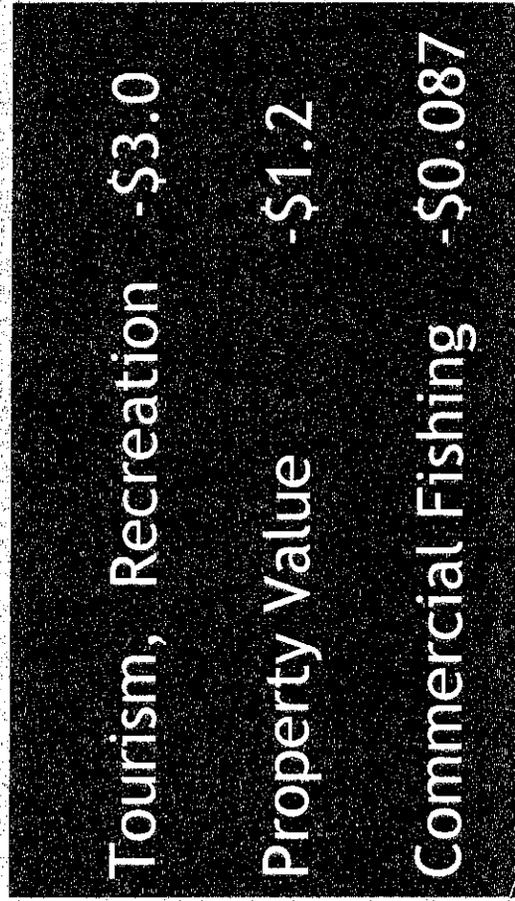
\$95
 \$81
 \$15



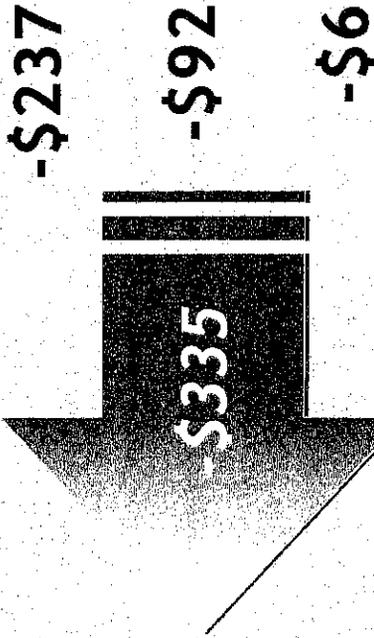
Not Included: Health and Collateral Brand Benefits e.g. Beach Tourism

\$4.3 Billion Potential Economic Loss without Restoration

Expected Present Value (Billions)



Annual Losses (Millions)



Not included: Regulatory Fines, Pathogen Outbreak, Collateral Brand Impacts

Return on Investment and the Value of Timeliness

- **\$6.3 billion benefit:**
 - \$2 billion gain
 - \$4.3 billion loss avoidance
- **\$302 million plan**
- **20:1 Benefit to Cost Ratio**
- **\$526 million/year at risk with delay**
 - 26% ROI for completion in 5 years
 - 10% ROI for completion in 10 years



3 Key Funding Points

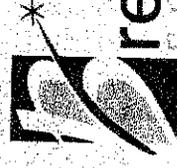
1. General Fund of \$220 million cannot fund a \$302 million plan
2. County funding of \$302 million would enable leverage of matching funds to improve on bare-bones plan
3. Acceleration to 5 years increases ROI from 10% to 26% so it makes sense to finance at 4% to speed implementation

Decision Science

- **Select most cost-effective projects and sequence into a multi-year plan**
- **Maximize the benefits for every dollar spent and minimize the unavoidable risks**
- **Involve local experts in plan development**

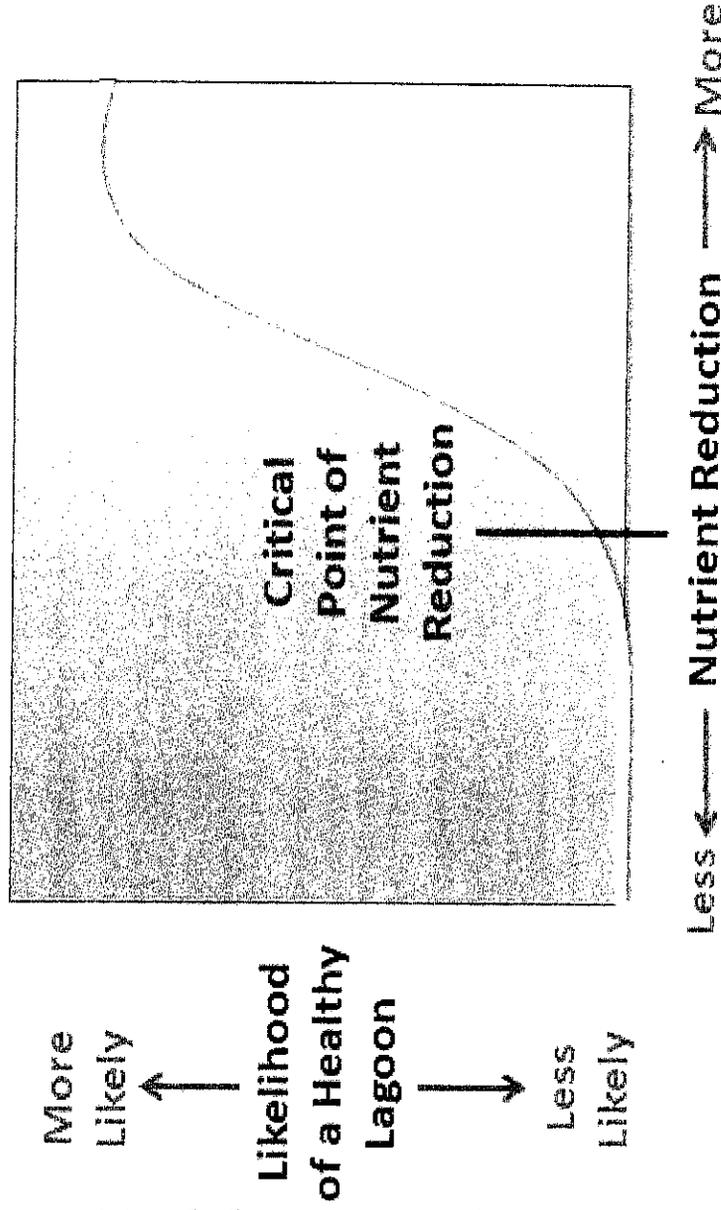
Input from Subject Matter Experts

- **Achieve nutrient abatement through a blend of options**
- **No one type of project alone can achieve adequate nutrient abatement**
- **Must stop excessive nutrient loading to minimize recurring muck accumulation**



IRL Response Curve

- “Critical mass” of nutrient reductions needed to achieve significant and sustainable benefits



Save Our Lagoon Project Plan

Science - Based Targets for Indian River Lagoon Health

Virginia Barker, Director

Natural Resources Management Department



Healthy Lagoon Targets

- **Seagrass**
 - Area to exceed 1943 mapped area
- **Water Clarity**
 - Algal blooms rare, bottom visible
- **Dissolved Oxygen**
 - Fish kills uncommon
- **Clean, White, Sandy Sediment**
 - Muck limited to deep pits and channels
- **Filtration**
 - Entire lagoon volume filtered annually

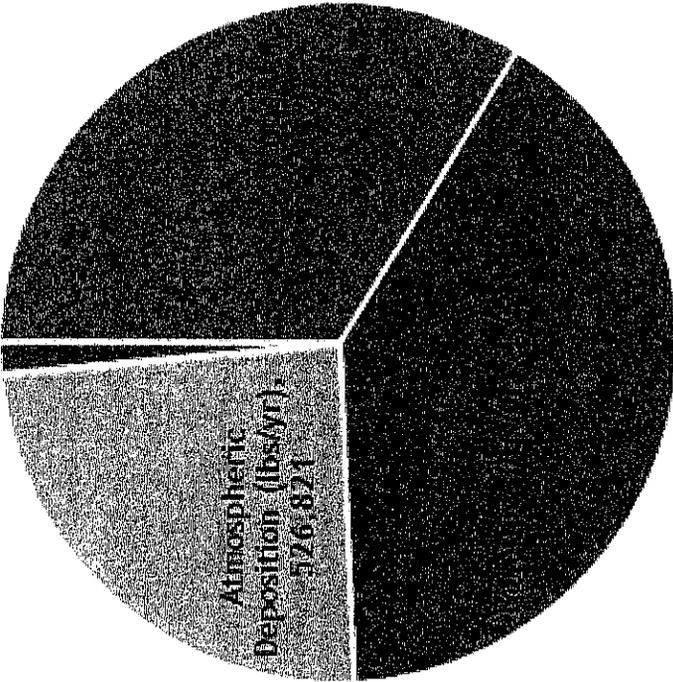


revard

External Sources of Nutrient Pollutant into the IRL

Nitrogen Sources

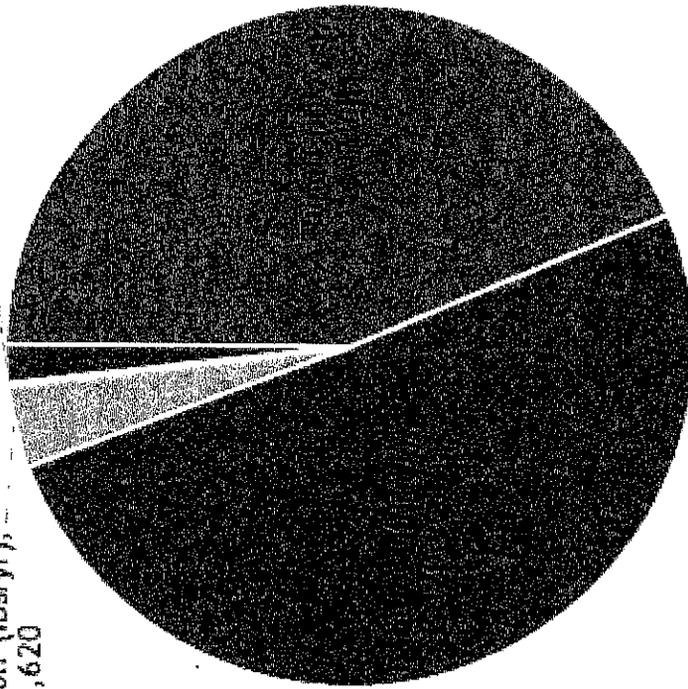
Point Sources
(lbs/yr), 32,195



Phosphorus Sources

Point Sources
(lbs/yr), 4,399

Atmospheric
Deposition (lbs/yr),
9,620



Source: IRL TMDL Refinement Studies, 2011-2016

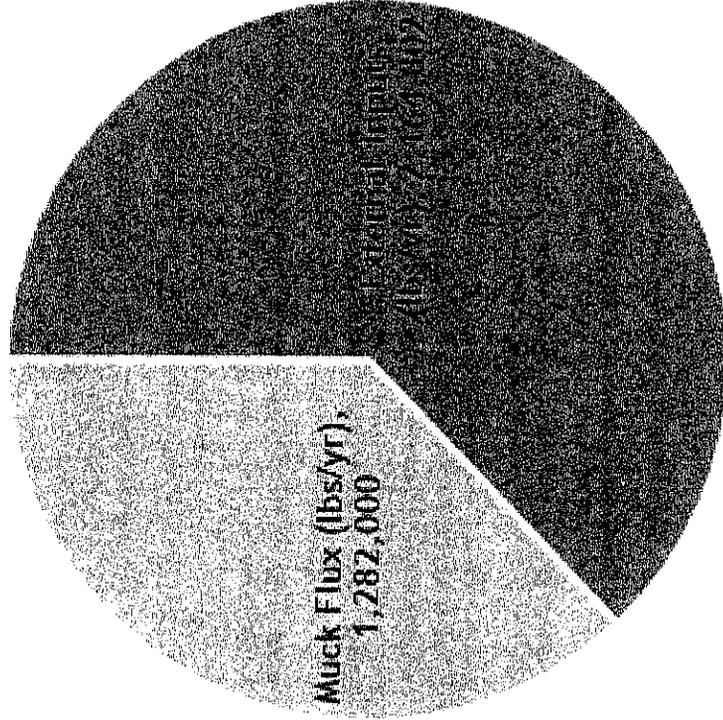
Dr. Harvey Harper, Dr. Antony Janicki, Dr. Claudia Listopad, Dr. Steven Peene



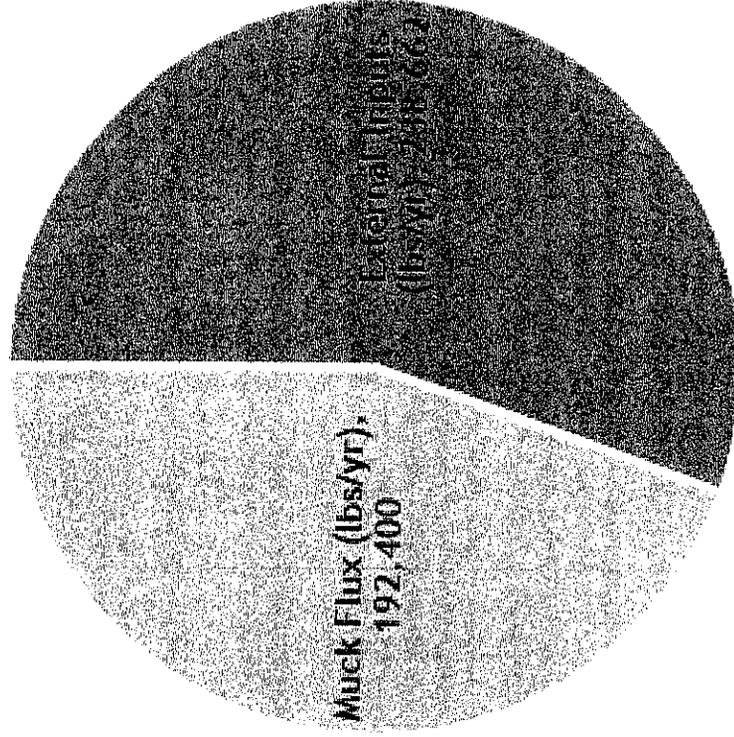
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External Pollution Sources Versus Muck Flux in the IRL

Nitrogen Sources



Phosphorus Sources

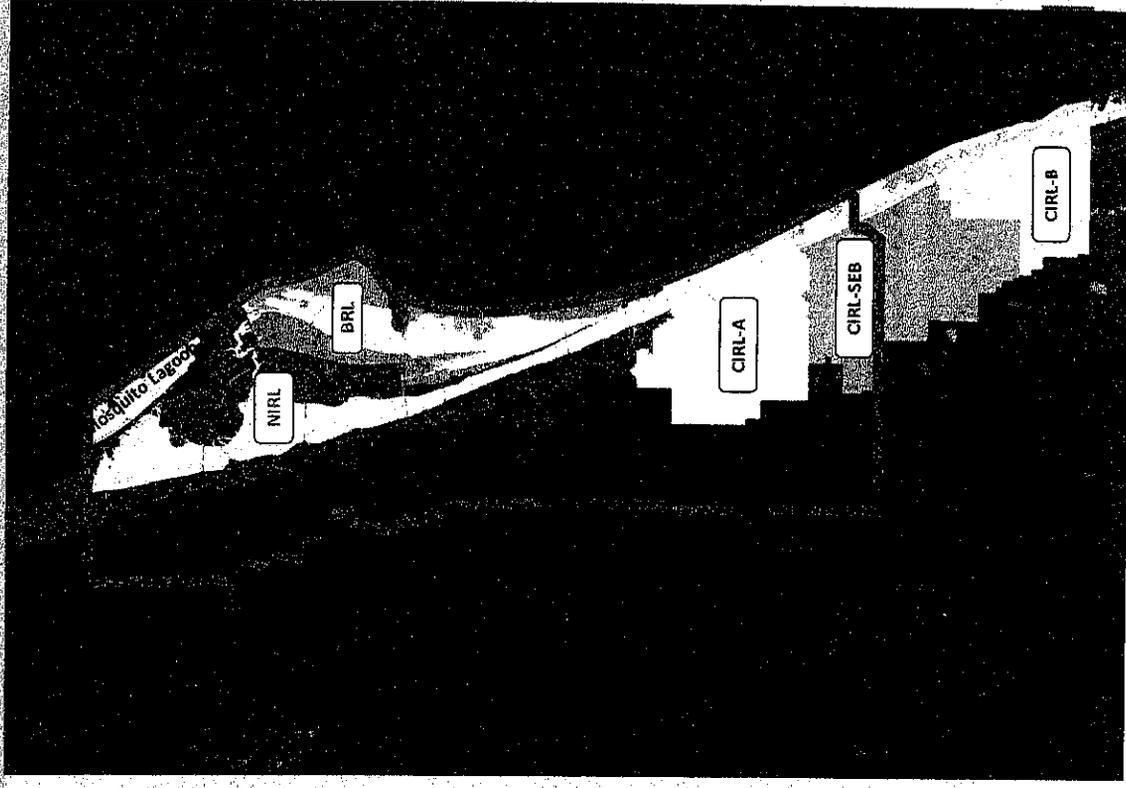


Source: Personal Communication with Dr. John Trefry, 2016

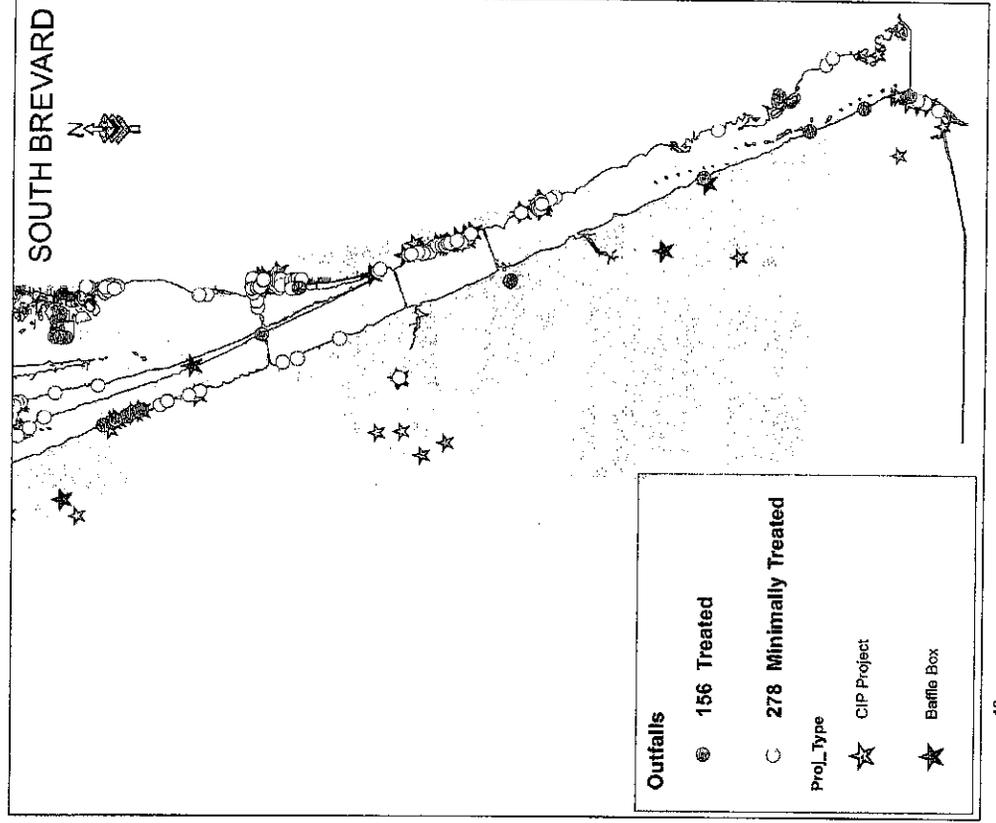
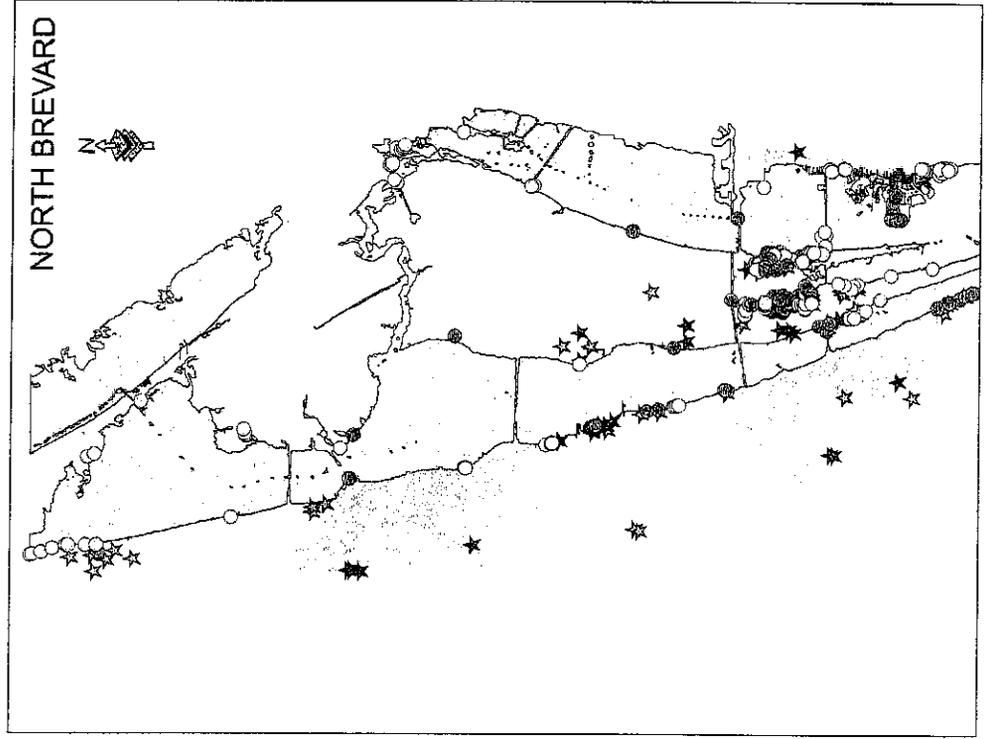


Pollutant Sources Addressed in the Save Our Lagoon Project Plan

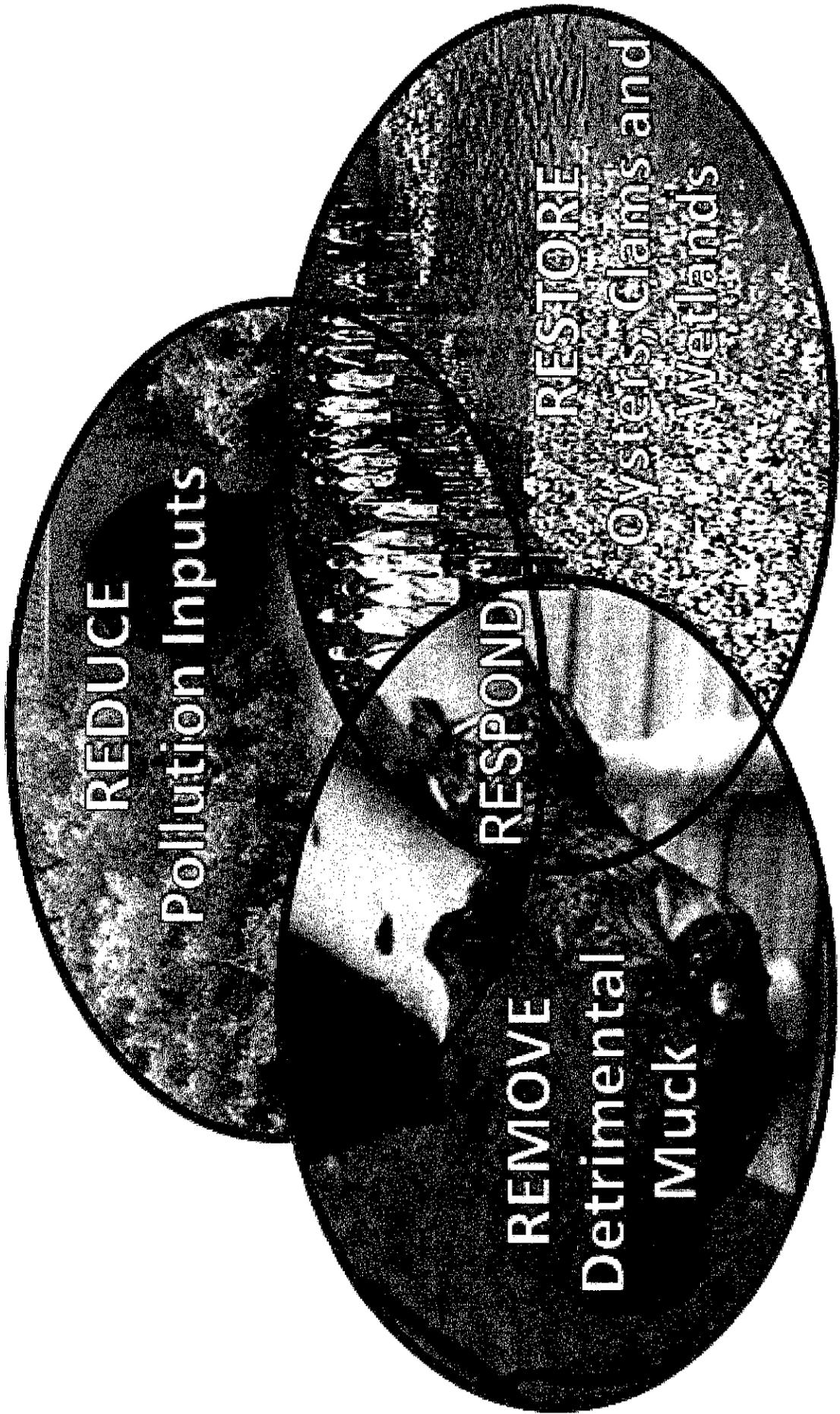
- ✓ Fertilizer
- ✓ Point sources - reclaimed water
- ✓ Septic systems
- ✓ Stormwater
- ✓ Muck flux
- Atmospheric



Existing Treatment



Save Our Lagoon Project Plan



Save Our Lagoon

**Impacts of
Environmental Muck Dredging**

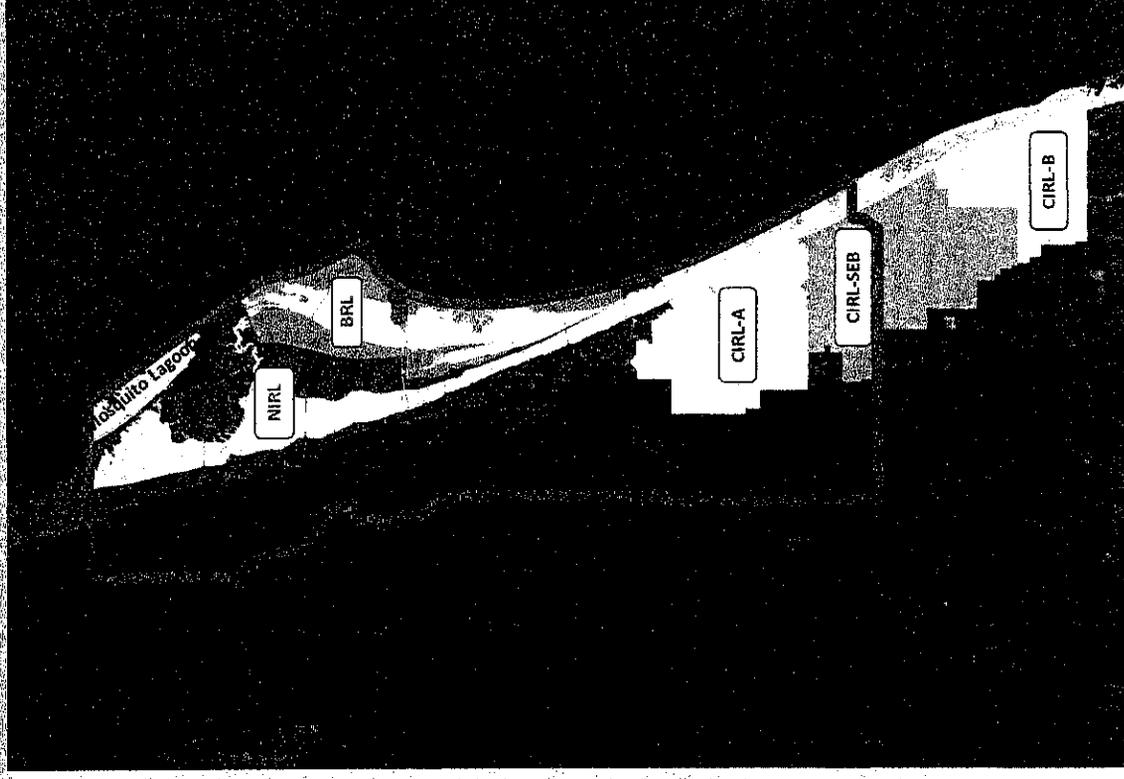
**Dr. John Windsor
Professor Emeritus**

**Oceanography and Environmental Science
Florida Institute of Technology**



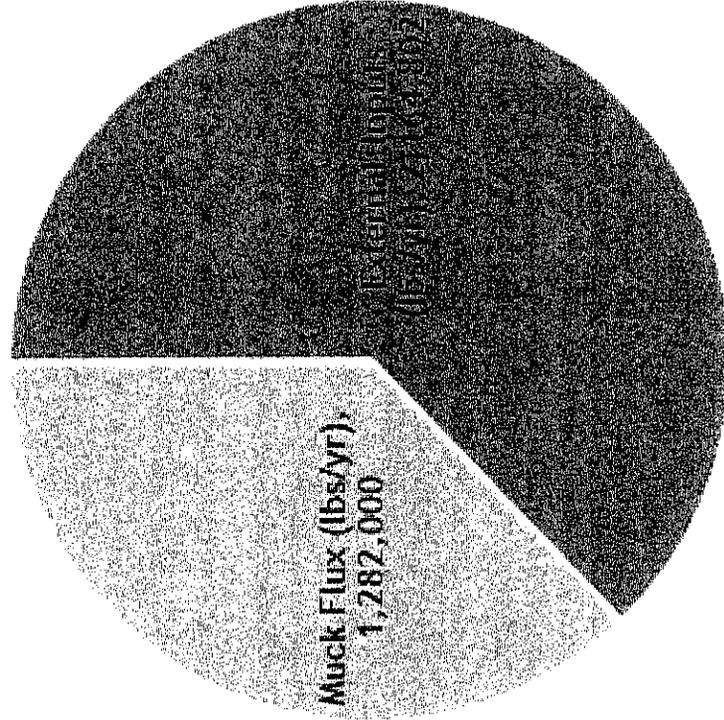
What is the most important threat to Lapoon health?

- Fertilizer
- Point sources - reclaimed water
- Septic systems
- Stormwater
- Muck flux
- Atmospheric

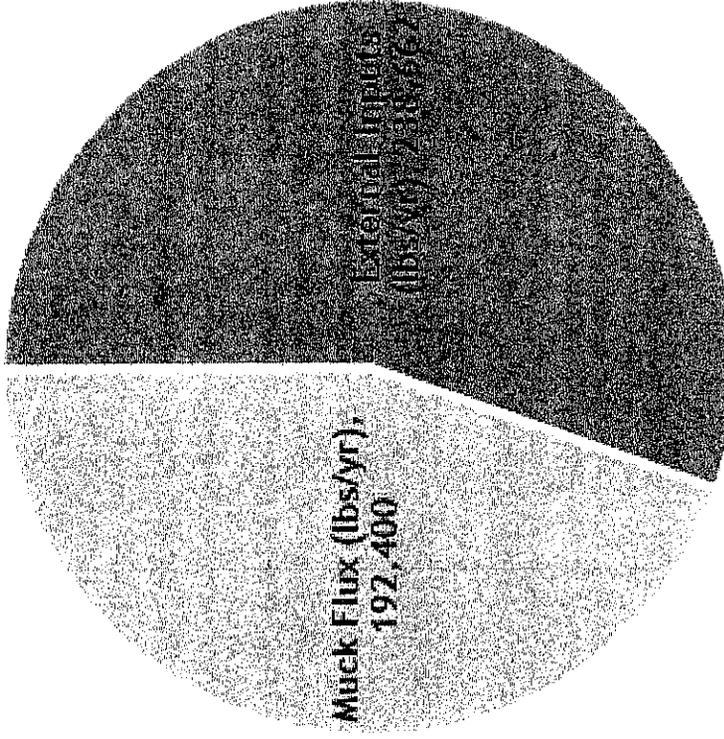


External Pollution Sources Versus Muck Flux in the IRL

Nitrogen Sources



Phosphorus Sources

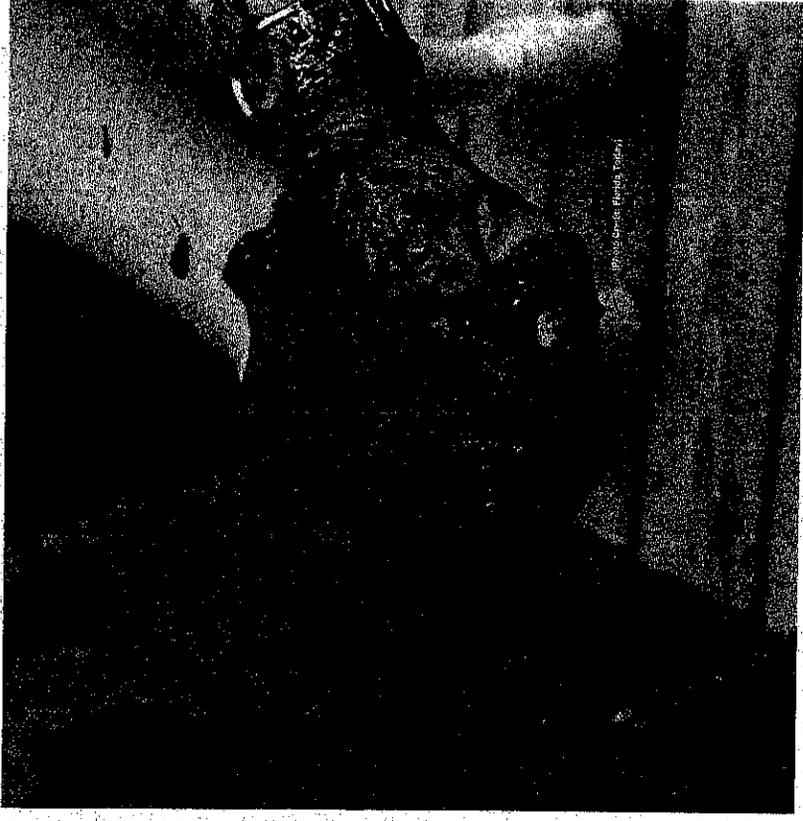


Source: Personal Communication with Dr. John Trefry, 2016 *

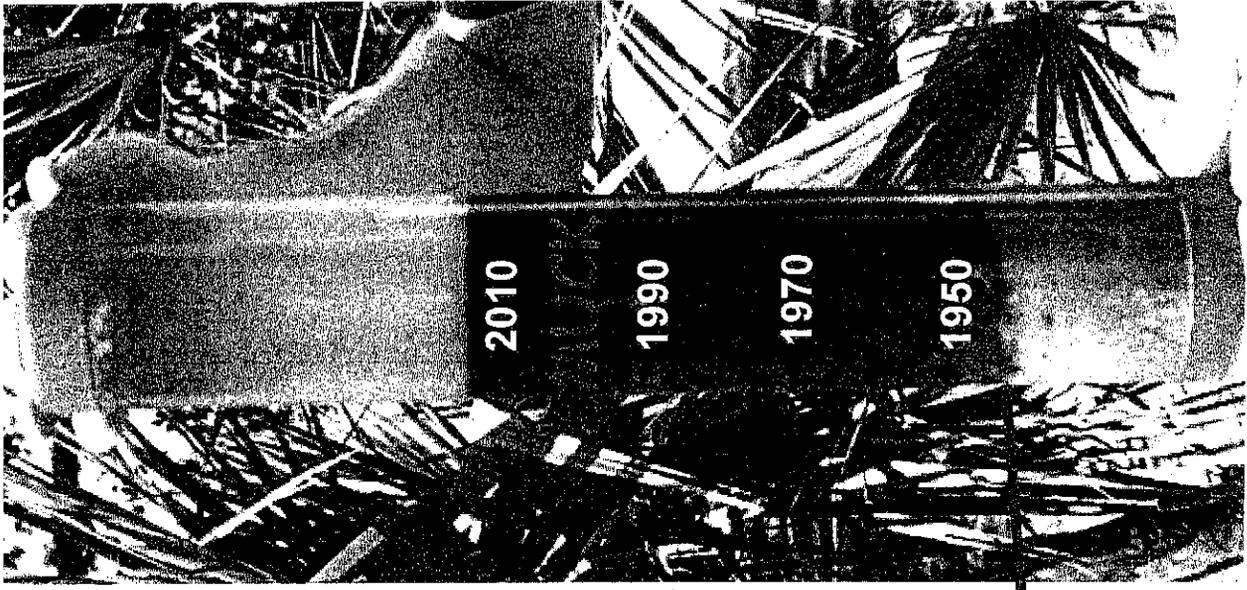
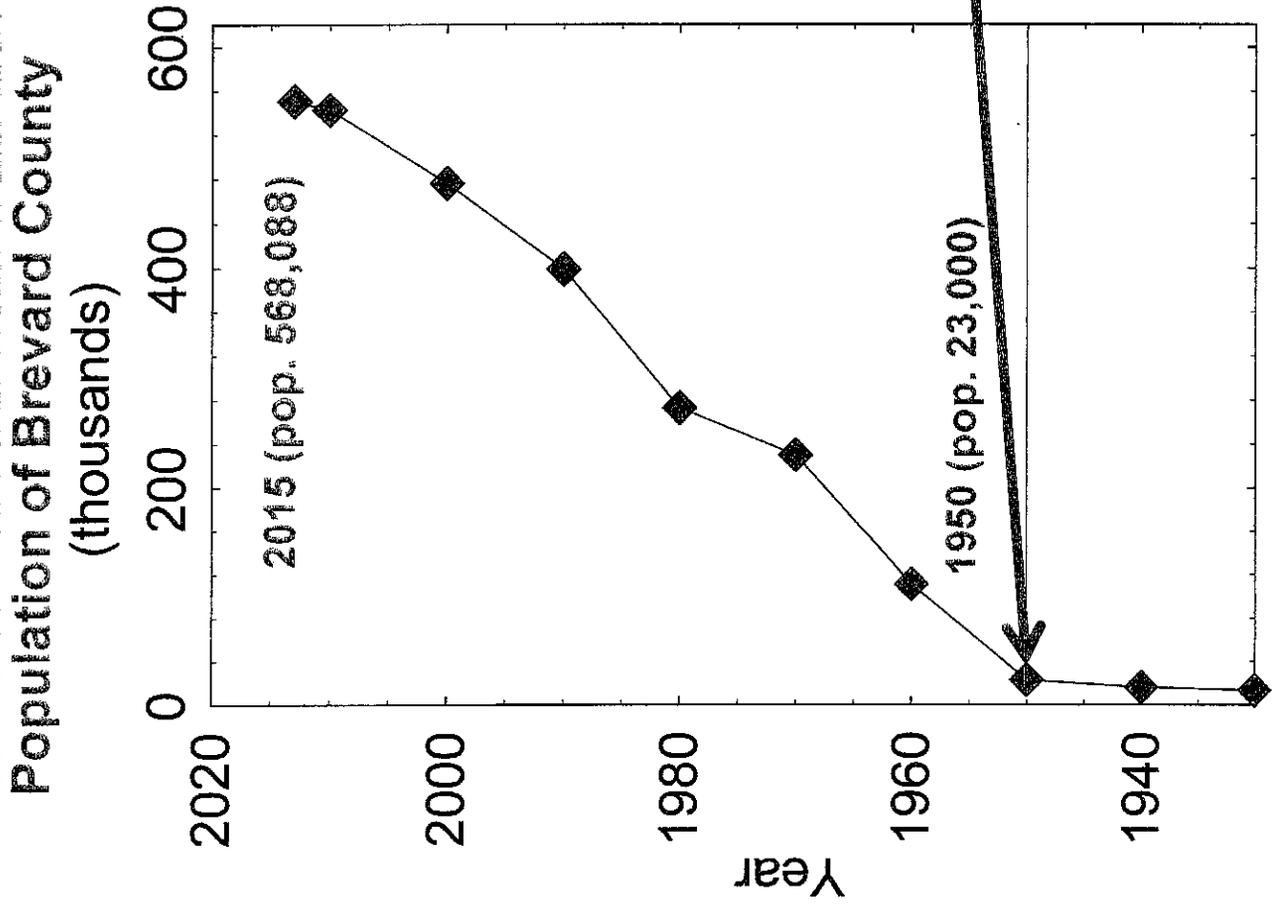


What is Indian River Lagoon muck?

- More than 75% water by weight
- More than 90% water by volume
- 76-99% silt and clay
- 11-22% organic matter
 - 4-7% organic carbon
 - 0.4-0.8% organic nitrogen



revard



Courtesy Dr. John Trefry

Why is IRL muck important?

- 1. Increases turbidity and inhibits seagrass growth.**
- 2. Depletes oxygen in sediment and water.**
- 3. Covers the natural bottom and destroys natural biological habitats.**
- 4. Stores and releases nutrients**

Should muck be removed?

1. Decrease turbidity and enhance seagrass growth.
2. Increases oxygen in water.
3. Restores natural bottom.
4. No longer a source for nutrients!
5. IRL Muck can be moved by storms

1980s

E. I. T. SPEAKERS



Let's Get the Muck Off the Bottom of the Indian River Lagoon

John H. Trefry



Florida Institute
of Technology

Scuba Diving

Robert Frank

Tidal Inert Phenomena

Lee E. Harris

Those Bloomin' Red Tide Organisms

Dean R. Norris

Coastal Oceanography

Kenneth P. Reichard

How to Prevent Barnacles

The Offshore Oil Industry

Geoffrey W. Swain

Deep Sea Oases: The Oceanographic Discovery of the
Century

John H. Trefry

Marine Biological Dredging Along Florida's East Coast

Richard L. Turner

POLLUTION

Global Environmental Problems

Iver Duedal

Stormwater Runoff from Highways and Its Effect on the
Natural Environment

John L. Leslie, III

Waste into Reefs

Walter Nelson

Why Is It So Important to Keep Our Groundwater Clean?

Ashok Pandit

Let's Get the Muck Off the Bottom of the Indian River
Lagoon

John H. Trefry

Marine Pollution in Florida

Pollution: The Historical Perspective

Water Quality of the Indian River Lagoon

John G. Windsor, Jr

Should muck be removed?

Muck is targeted in management plans:

IRLNEP Comprehensive Conservation and Management Plan (CCMP)

FSD-6 Reduce impacts of muck on Indian River Lagoon

IRL Surface Water Improvement and Management (SWIM)

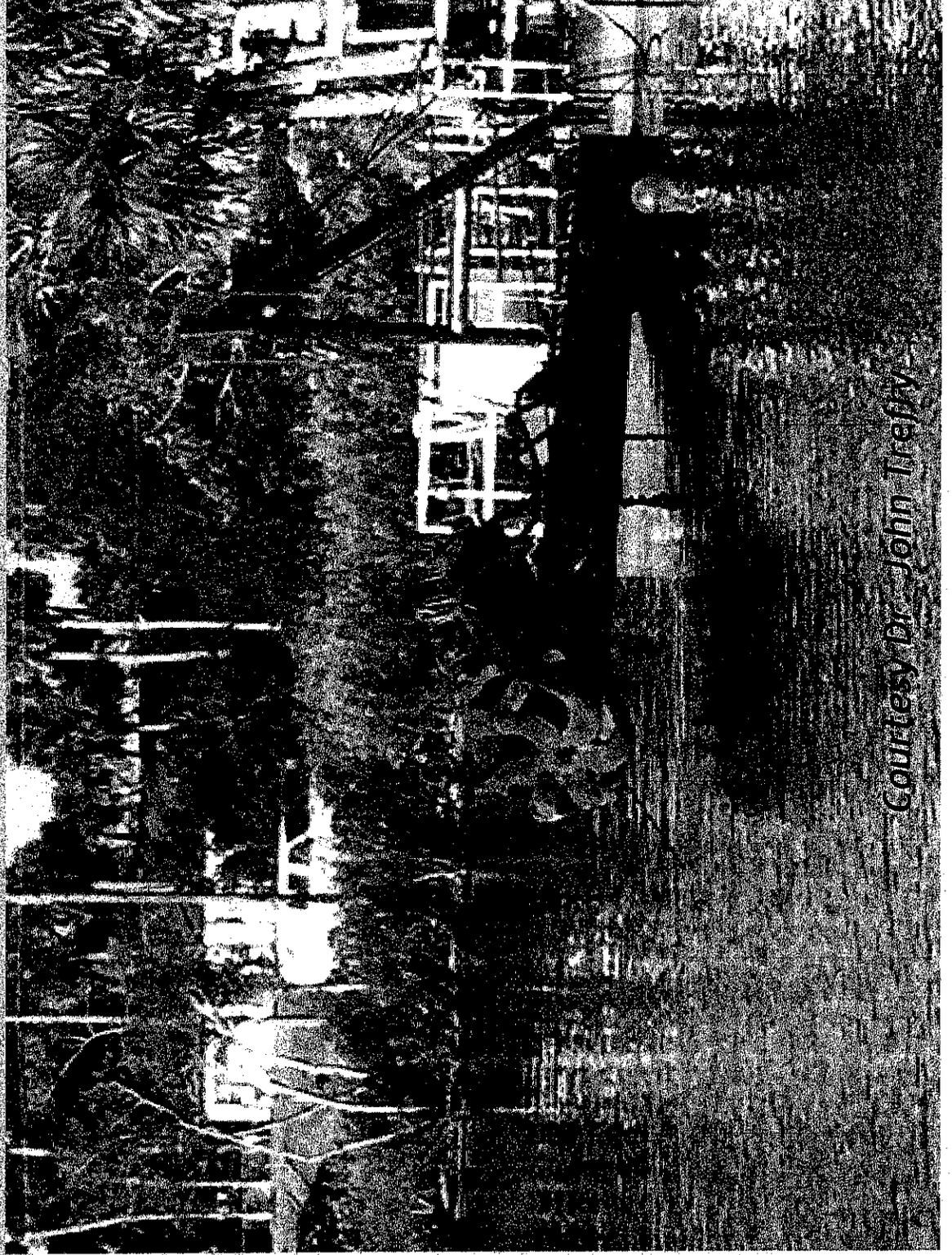
IR-1-105D Muck Identification and Control

Brevard Comprehensive Maritime Management Master Plan (CM3P)

1B1-b Remove Muck from Interior Waterways



What is muck dredging?



Courtesy Dr. John Treffy

ard

Is muck dredging perfect?

1. Current hydraulic dredging and dewatering practices are not perfect, although they are the best option available now - and good enough to get us started.
2. A dedicated funding source should drive innovation and production of better tools and techniques.
3. FIT is already testing potential draghead and dewatering improvements on a small scale in a canal.

What is the FIT Environmental Muck Dredging Research Project?

Research Goal:

To determine impacts of environmental muck dredging in Indian River Lagoon.

The Multidisciplinary Team:

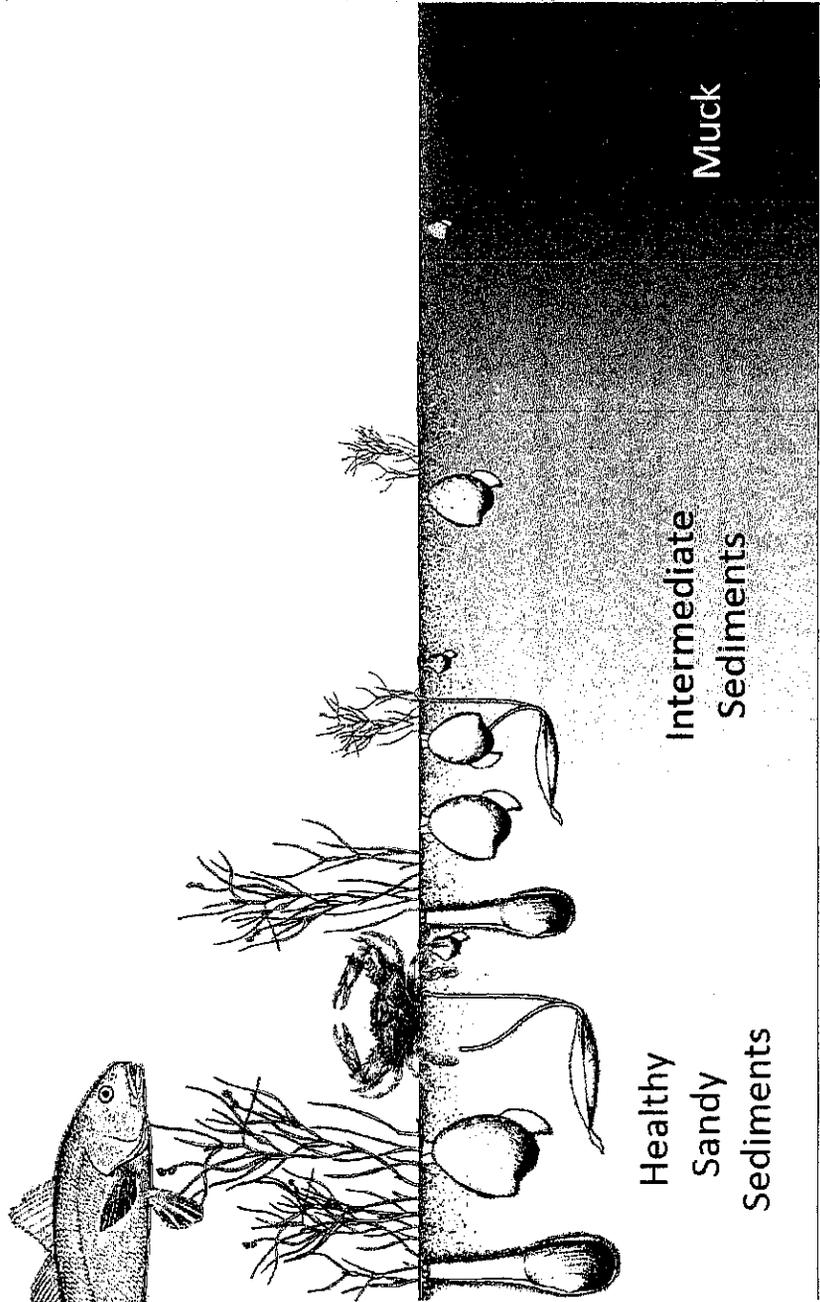
- 10 Faculty
- 6 Research Staff
- Dozens of graduate/undergraduate students
- Collaboration with County staff, SJRWMD, FDEP, and external reviewers



revard

What has FIT-EMD learned?

+ ← Biodiversity → -

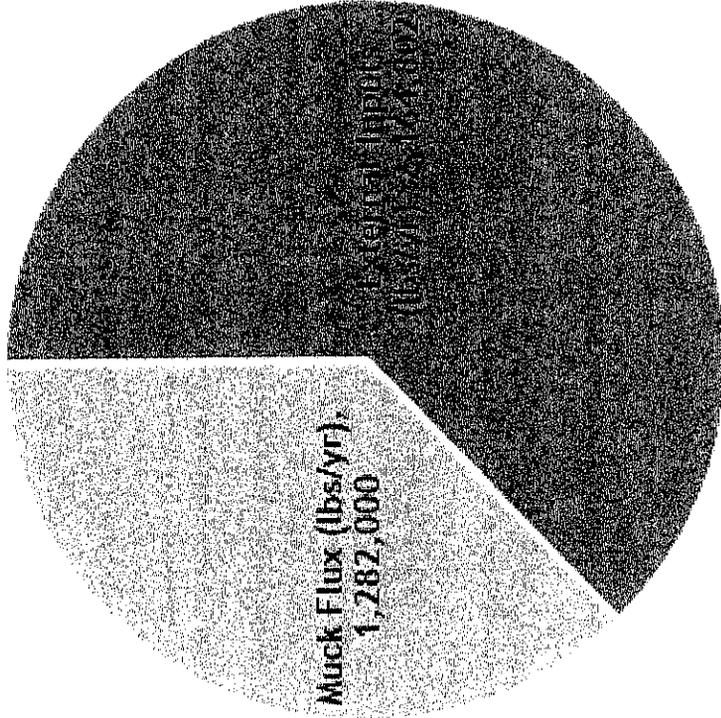


Courtesy Dr. Kevin Johnson

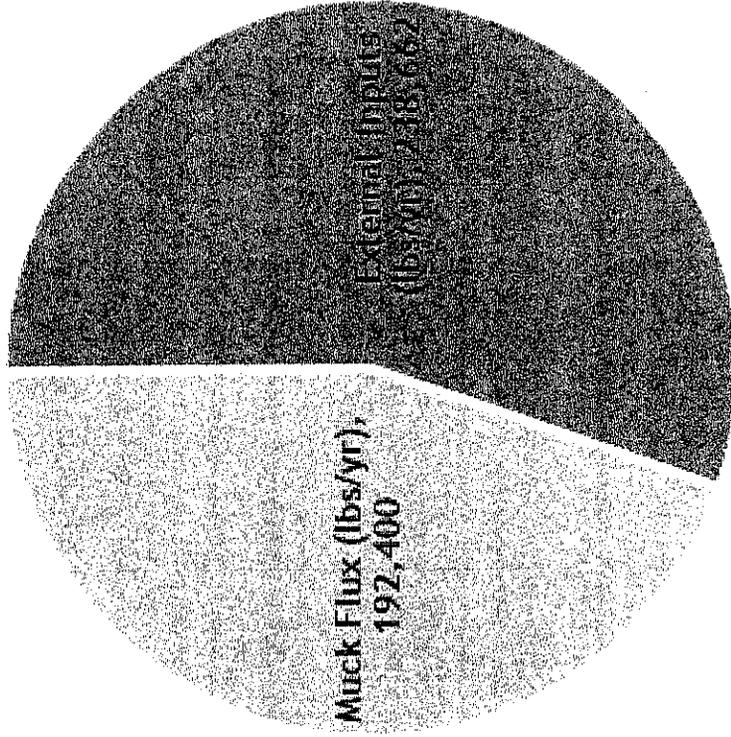


External Pollution Sources Versus Muck Flux in the IRL

Nitrogen Sources



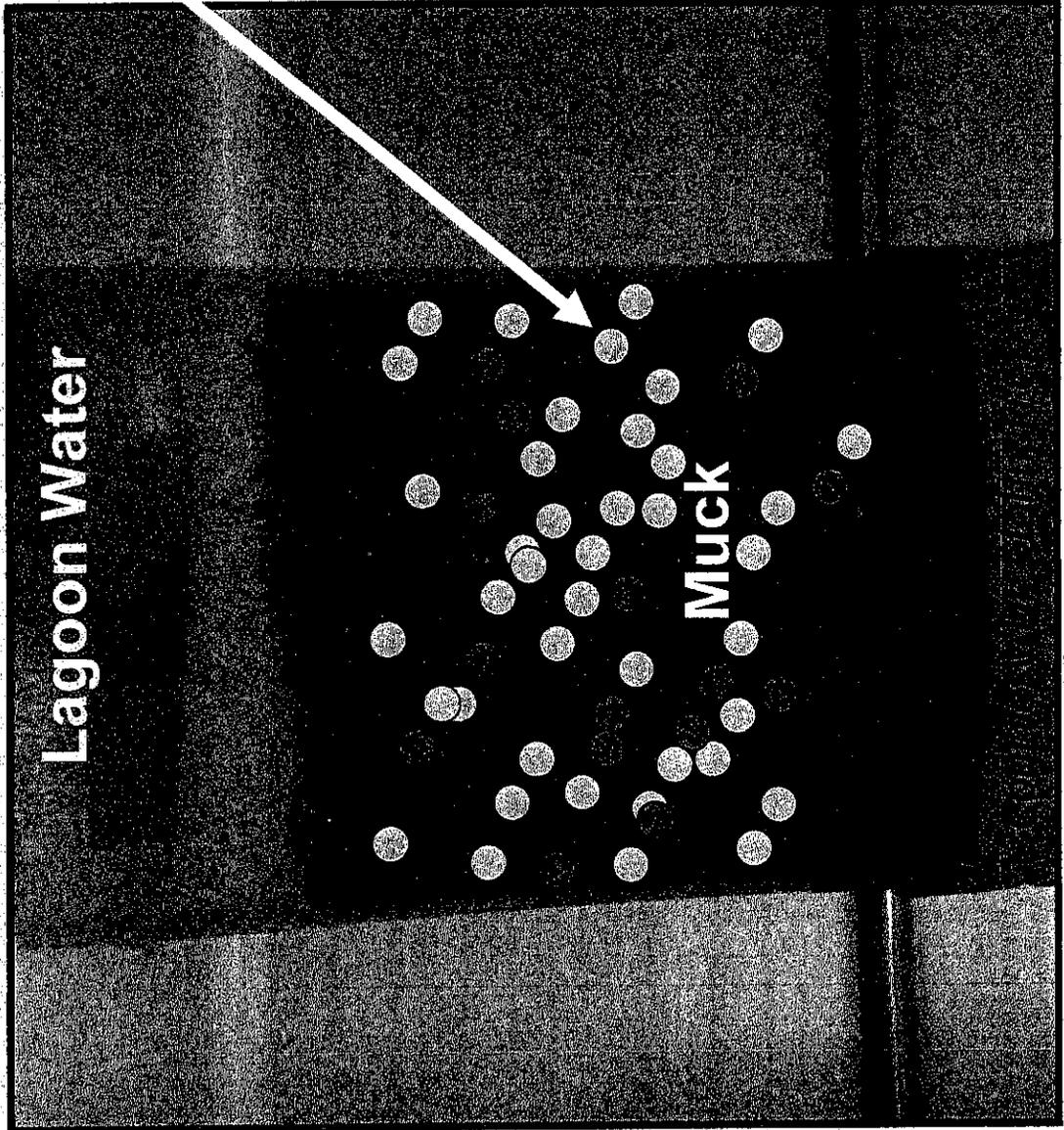
Phosphorus Sources



Source: Personal Communication with Dr. John Trefry, 2016 *



What is muck flux?



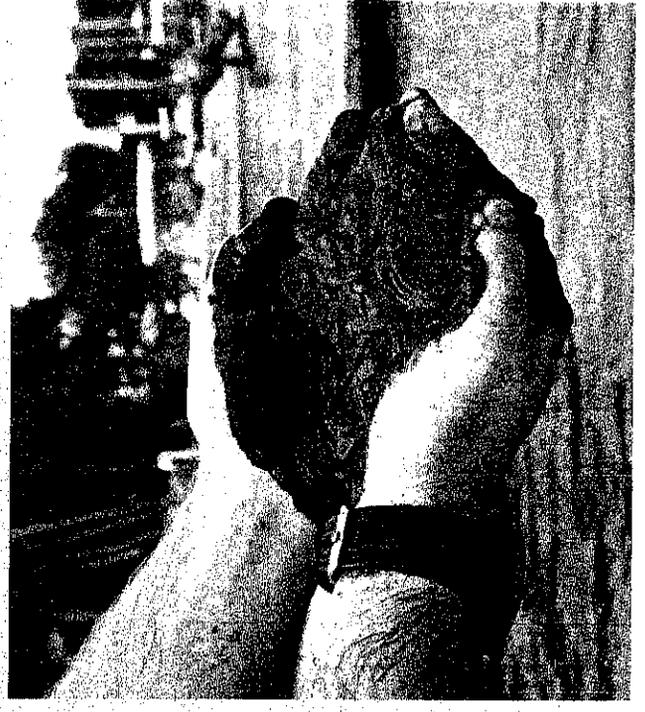
Billions of molecules of dissolved N and P are diffusing from the muck into the lagoon water.



FIT Muck Research Team



**the inputs
that form
muck.**



Courtesy Dr. John Trefry

Save Our Lagoon Project Plan

**Data Driven Project Selection
for the Indian River Lagoon**

**Marcy Frick, Senior Water Resources Engineer
Tetra Tech Inc.**



Project Selection

Projects were selected to:

- **Maximize nutrient reductions**
- **Minimize cost**
- **Shorten lag time**
- **Reduce risk**
- **Optimize return on investment**

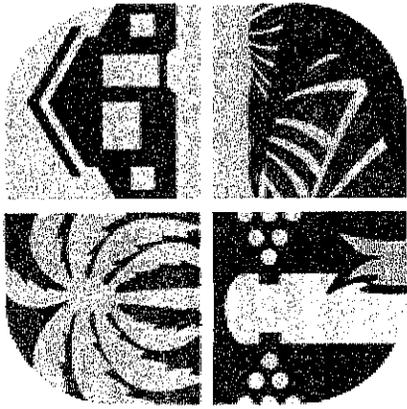
Put your feet up... take the summer off from **FERTILIZER!**

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MY BREVARD



YARD



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BLUE LIFE
FLORIDA
DON'T WRITE OUR FUTURE

SAVE OUR
LAGOON!



Find your community's fertilizer rates at BlueLifeFL.org



BRING OUR LAGOON BACK TO BLUE

Take Action • BlueLifeFL.org

Reduce - Fertilizer

- Fertilizer ordinance compliance
- Reductions have occurred to date

Parameter	FY2013-14 lbs after Attenuation: Pre-Ordinance	FY2014-15 lbs after Attenuation: Post-Ordinance	Reductions from Ordinance to Date (lbs/yr)
TN	127,540	81,644	45,896
TP	12,640	3,252	9,388

BEFORE

AFTER

REDUCTION

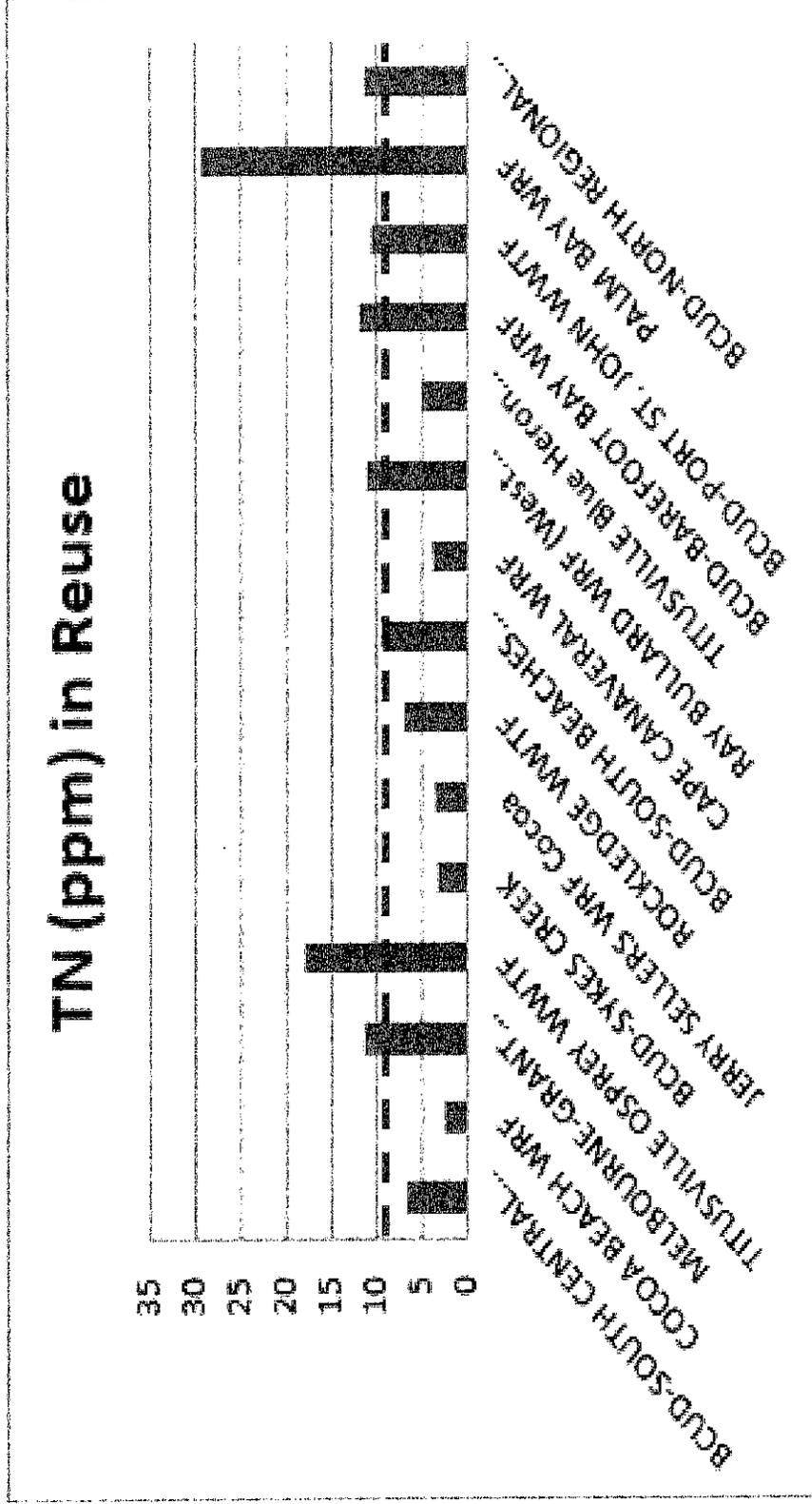


Reduce - Fertilizer

- Expand public education and outreach
- Increase ordinance compliance 25%
- Cost: \$625,000 (over 5 years)
- Benefit: 6,123 lbs/yr of TN and 813 lbs/yr of TP reduction
- Efficiency: \$102/lb of TN/yr



Reduce - Reclaimed Water Nutrients

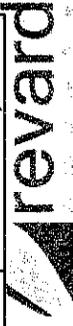


9 ppm (mg/L): Nitrogen concentration that supports maximum turfgrass growth. Don't excessively irrigate. (2014 IFAS study: AE479)

Reduce - Nutrients in Reclaimed Water

- Higher concentrations leach more nutrients into the groundwater
- Upgrade treatment at WWTFs to reduce nutrients in reclaimed water

Facility	Cost to Upgrade	TN Removed after Attenuation (lbs/yr)	Cost/lb/yr of TN Removed
City of Palm Bay WRF	\$1,400,000	17,790	\$79
City of Titusville Osprey WWTF	\$8,000,000	22,988	\$348
City of West Melbourne Ray Bullard WRF	\$6,000,000	5,368	\$1,118
Barefoot Bay WRF	\$6,000,000	3,507	\$1,711
North Regional WWTF	\$6,000,000	1,739	\$3,451
Port St. John WWTF	\$6,000,000	2,037	\$2,946
City of Melbourne Grant Street WWTF	\$6,000,000	1,498	\$4,004



Reduce - Nutrients Leaching from Septic Systems

- **The Florida Department of Health has permitted over 90,000 septic systems in Brevard County**
- **About 10% have been removed**
- **Almost 60,000 are in the IRL Basin**
- **Connecting or upgrading all 60,000 is not cost-effective**
- **Focus on highest risk situations**

Cost for Septic System Removal

Septic System Distance from Surface Water	Number of Septic Systems	TN (lbs/yr/system)	TN (lbs/yr)	Total Cost	Cost/lb/yr of TN
Less than 55 yards	15,090	27.095	408,863	\$301,800,000	\$738
Between 55 and 219 yards	25,987	6.865	178,395	\$519,740,000	\$2,913
Greater than 219 yards	18,361	0.0005	10	\$367,220,000	\$37,624,010
Total in IRL Basin	59,438	N/A	587,268	\$1,188,760,000	\$2,024 (average)

Estimated TN load per year per system based on data from a St. Lucie study

Estimated cost of \$20,000 each per County's Utility Services Department

Example Prioritization

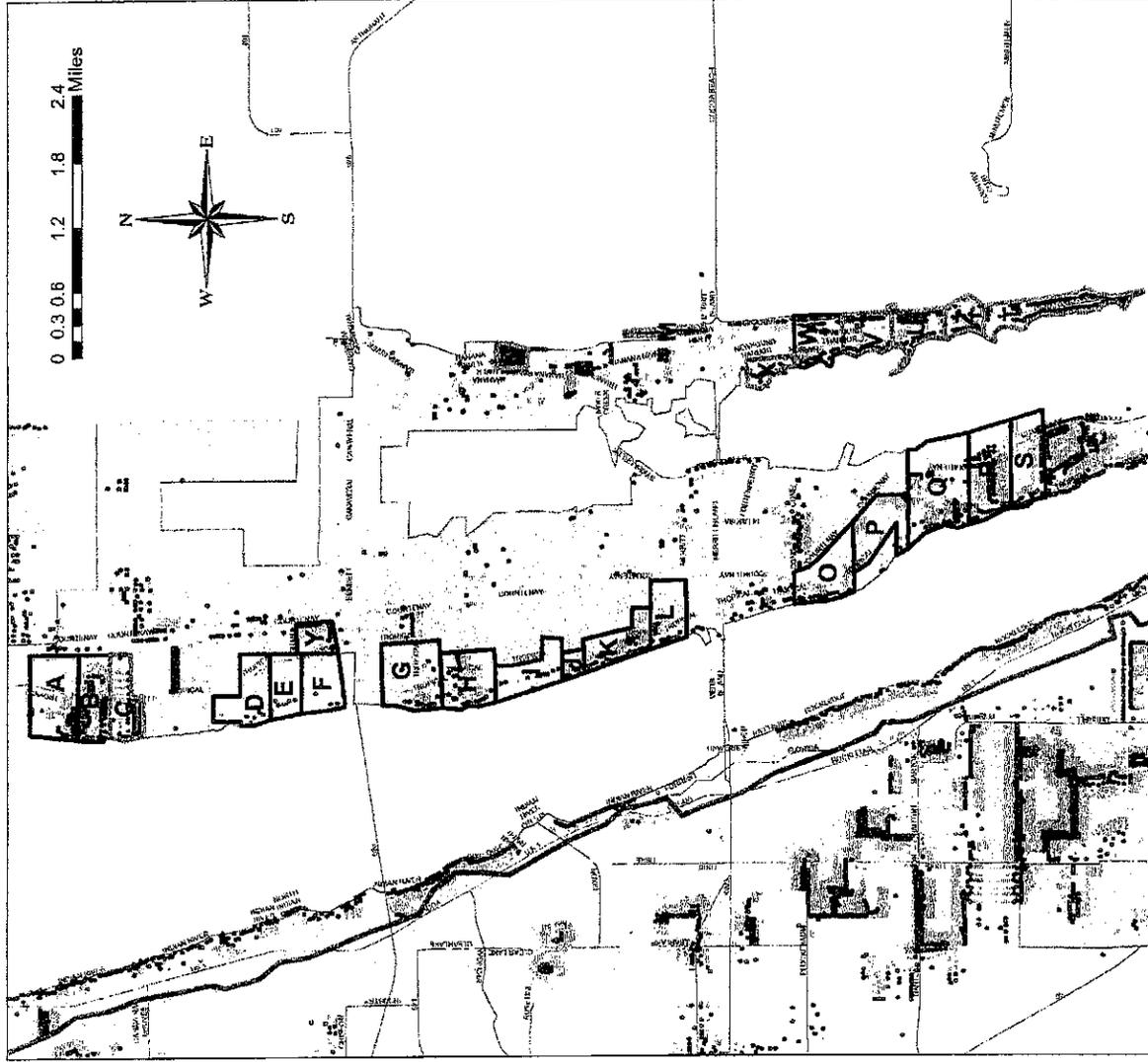
- Focus on neighborhoods that could be connected to sewer for less than \$1,200/lb TN

Service Area	Number of Lots	Cost	TN Reduction (lbs/yr)	TN Cost/lb/yr
Sykes Creek - Zone N	86	\$1,720,000	2,330	\$738
Sykes Creek - Zone M	58	\$1,160,000	1,572	\$738
Sykes Creek - Zone T	139	\$2,780,000	3,685	\$754
Sykes Creek - Zone X	14	\$280,000	359	\$780
Sykes Creek - Zone V	98	\$1,960,000	1,927	\$1,017
Sykes Creek - Zone U	145	\$2,900,000	2,573	\$1,127
Sykes Creek - Zone Z	73	\$1,460,000	1,290	\$1,132
Sykes Creek - Zone W	142	\$2,840,000	1,923	\$1,477
Sykes Creek - Zone R	206	\$4,120,000	2,686	\$1,534
Sykes Creek - Zone Q	186	\$3,720,000	2,319	\$1,604
Sykes Creek - Zone S	163	\$3,260,000	1,407	\$2,317

Septic Removal

Merritt Island Example Area

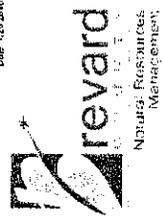
SYKES CREEK - MERRITT ISLAND - SHORT TERM OPPORTUNITIES



Septic Tank Rating

- Septic tanks <55 yards from water
- Septic tanks 55-219 yards from water
- Septic tanks >219 yards from water

- ▭ Sykes Creek Focus Area (Cost Effective)
- ▭ Sykes Creek Focus Area
- ▭ Brevard County Sewer Service Area
- ▭ Drainage Divide



DOB: 12/29/16

Document Path: V:\MATTRES\WaterShed\GIS\PT103\TANKS\Septic-Evaluation\MapArea\merritt103_8_2016_01\sykescreek.mxd

Reduce - Use of Septic Systems

- Remove 3.9% of septic systems within the IRL Basin by connecting to central sewer

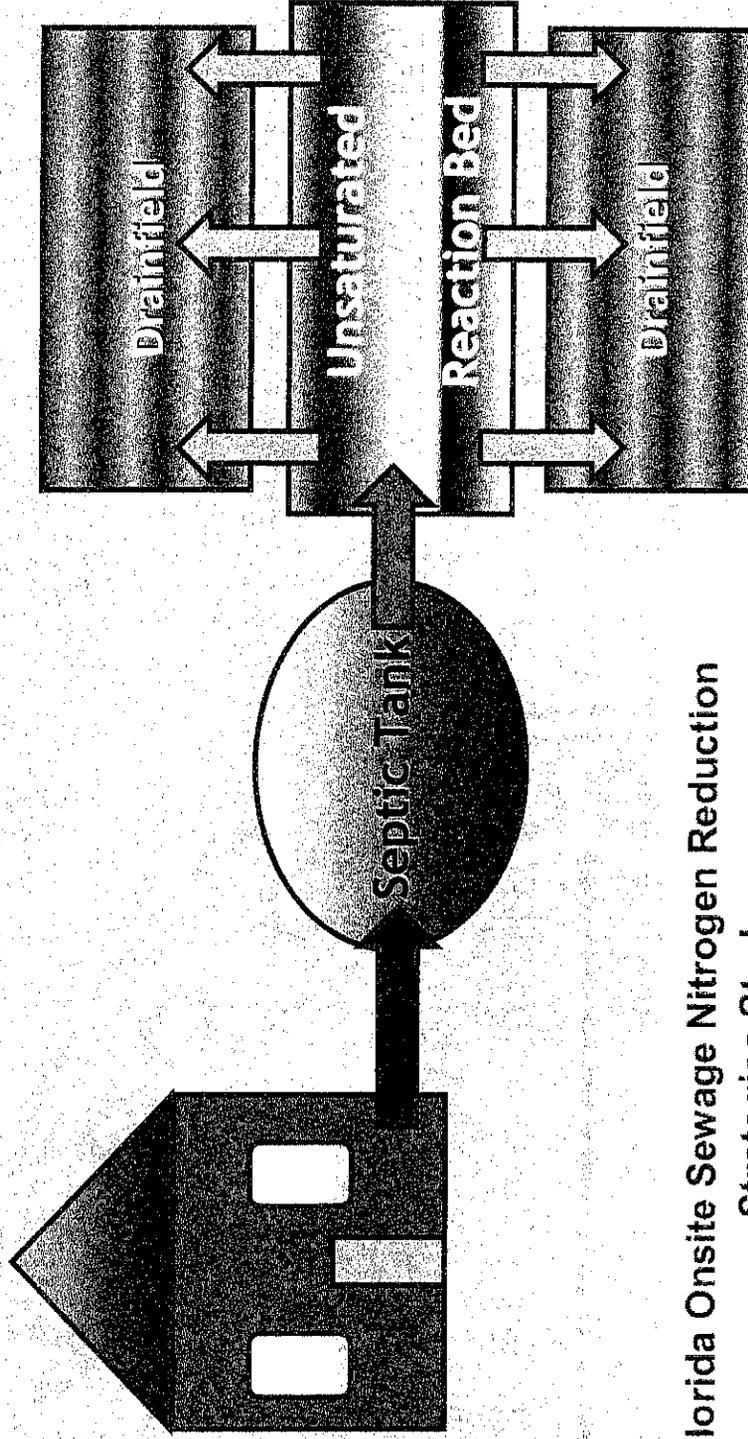
Sub-lagoon	Number of Lots	Cost	TN Reductions (lbs/yr)	Average Cost/lb/yr of TN
Banana River Lagoon	613	\$12,260,000	13,736	\$898
North IRL	641	\$12,820,000	14,029	\$875
Central IRL	1,093	\$16,684,000	28,744	\$746
Total	2,347	\$41,764,000	56,509	\$840



Septic System Prioritization

- **Criteria:**
 - Age of System
 - Soil Type
 - Depth to Groundwater
 - Septic System Density
 - Proximity to Surface Waters
- **Prioritize worst conditions that pose highest risk to Lagoon water quality**

Reduce - Septic Drainfield Leaching



Florida Onsite Sewage Nitrogen Reduction
Strategies Study
Final Report

December 31, 2015

Reduce - Septic Drainfield Leaching

- Plan includes upgrade of the worst 2.3% of remaining systems within the IRL Basin

Sub-lagoon	Number of Lots	Cost	TN Reductions (lbs/yr)
Banana River Lagoon	258	\$4,128,000	5,145
North IRL	515	\$8,240,000	10,270
Central IRL	614	\$9,824,000	12,244
Total	1,387	\$22,192,000	27,659



Reduce - Stormwater Loading

- Ditch denitrification is the most cost-effective treatment for dry season flow
- Add biosorption activated media (BAM) to improve nutrient removal efficiency

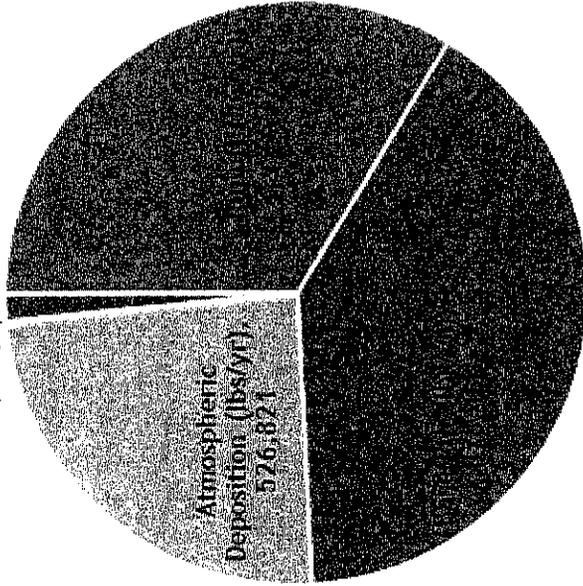
Sub-lagoon	Number of Basins	Estimated Total Project Cost	TN Reductions (lbs/yr)	Cost/lb/yr of TN	TP Reductions (lbs/yr)	Cost/lb/yr of TP
Banana River Lagoon	41	\$4,625,000	48,391	\$96	6,896	\$671
North IRL	37	\$4,850,000	52,936	\$92	7,632	\$635
Central IRL	6	\$1,325,000	17,113	\$77	2,497	\$531
Total	84	\$10,800,000	118,440	\$88 (avg)	17,025	\$612 (avg)



Nitrogen Loading Before and After Plan Implementation

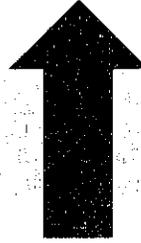
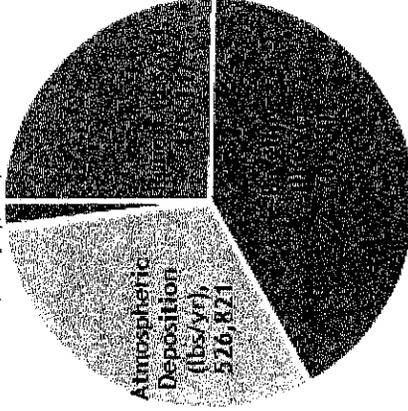
TN Loading for the IRL System in Brevard County

Point Sources
(lbs/yr), 32,195



TN Loading After Plan Implementation

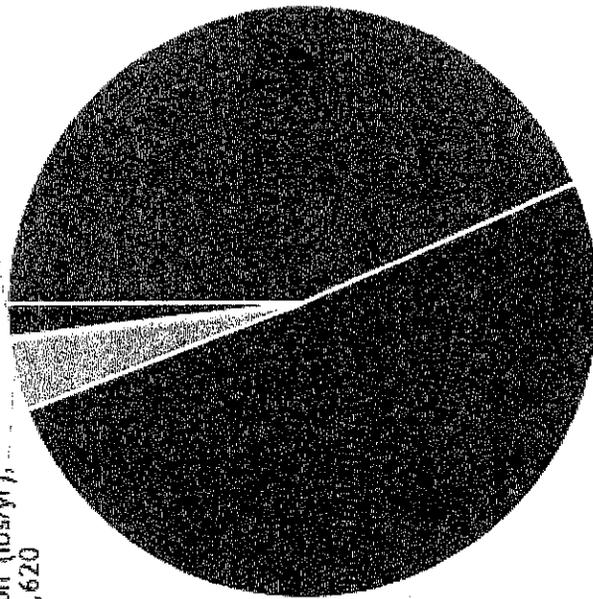
Point Sources
(lbs/yr), 32,195



Phosphorus Loading Before and After Plan Implementation

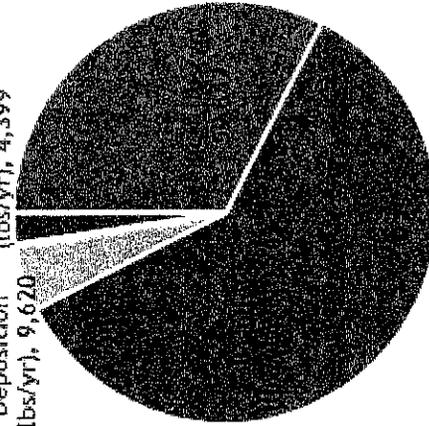
TP Loading for the IRL System in Brevard County

Atmospheric
Deposition (lbs/yr), 9,620
Point Sources
(lbs/yr), 4,399

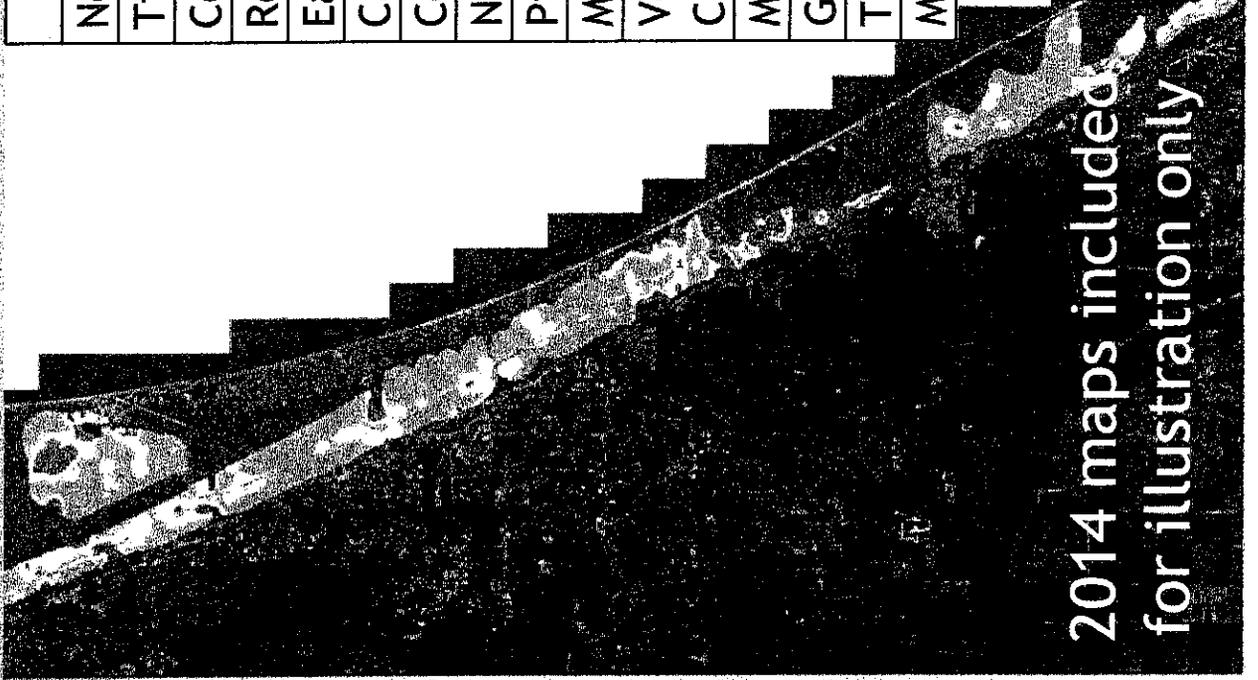
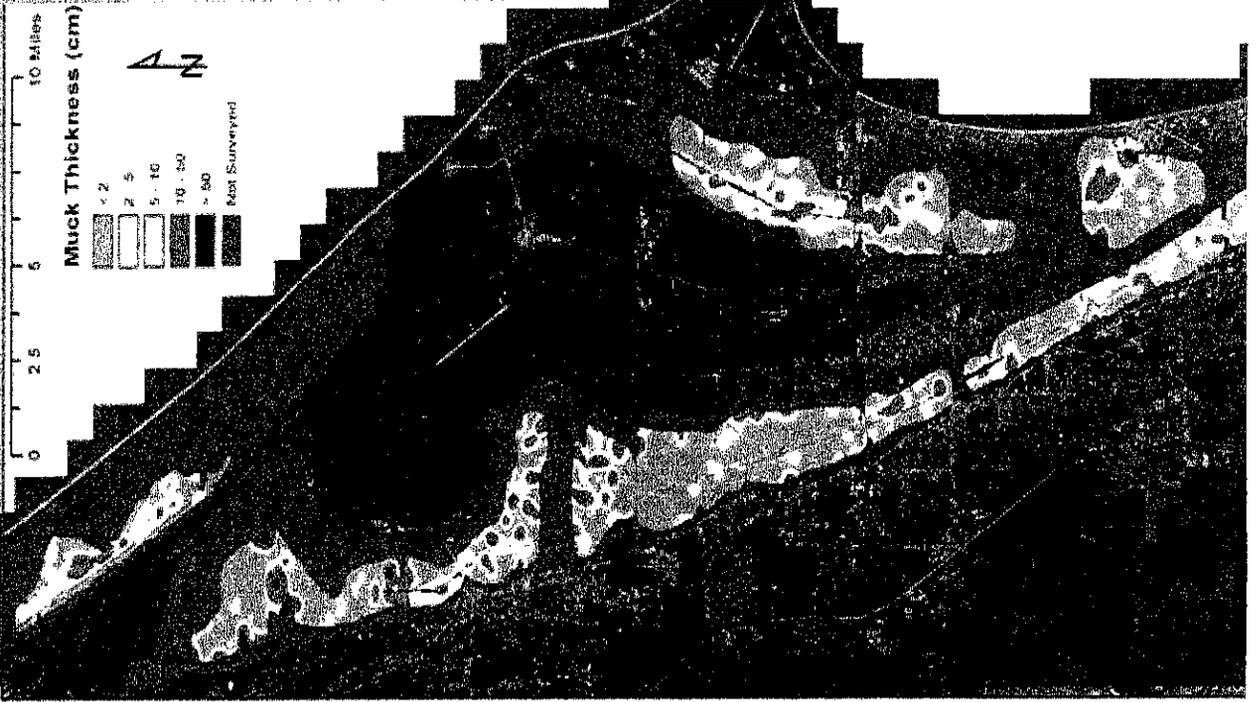


TP Loading After Plan Implementation

Atmospheric
Deposition (lbs/yr), 9,620
Point Sources
(lbs/yr), 4,399



Remove - Detrimental Muck



2014 maps included
for illustration only

Locations
Near Haulover Canal
Titusville Area
Cocoa Area
Rockledge Area
Eau Gallie Area
Cape Canaveral Area
Cocoa Beach Area
Newfound Harbor Area
Pineda Causeway Area
Mathers Bridge Area
Venetian Collector
Canals/Channels
Melbourne Causeway Area
Goat Creek Area
Trout Creek Area
Mullet Creek Islands Area

Remove - Detrimental Muck

- Focus on largest muck deposits in the open waters of the lagoon

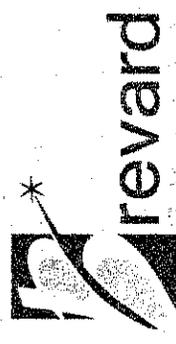
Location	TN Flux Reduction (lbs/yr)	Project Cost	Cost/lb/yr of TN Removed	TP Flux Reduction (lbs/yr)	Cost/lb/yr of TP Removed
Mosquito Lagoon	35,000	\$16,100,000	\$460	5,250	\$3,067
North IRL	231,500	\$89,250,000	\$386	34,700	\$2,572
Banana River Lagoon	165,300	\$71,750,000	\$434	24,800	\$2,893
Central IRL	59,500	\$21,000,000	\$353	8,900	\$2,400



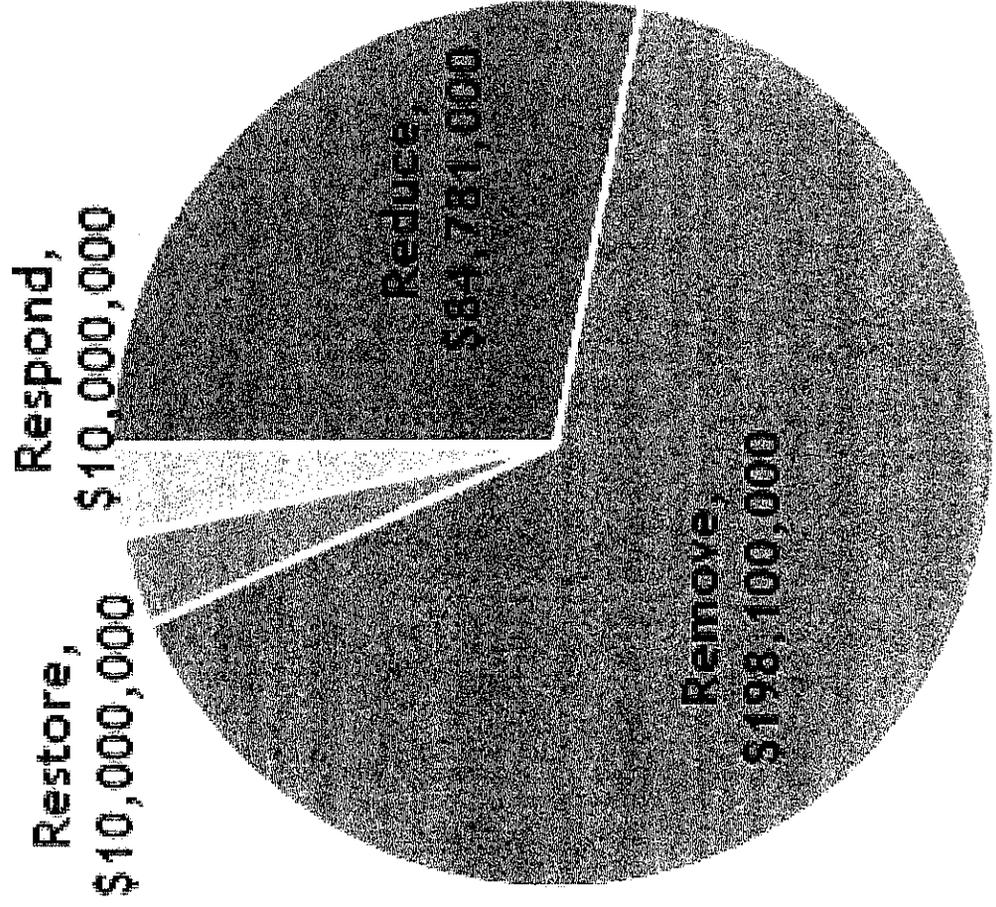
Restore - Oyster Bars/Living Shorelines

- 20 miles of shoreline oyster bars would filter the lagoon volume annually
- Cost: \$10 million
- Benefit: 21,120 lbs/yr of TN and 7,181 lbs/yr of TP reductions
- Efficiency: \$473/lb of TN/yr
- Estimated benefit based on information from Chesapeake Bay area

- Benefits in IRL will likely be greater



Project Plan Expenditures



Respond - Citizen Oversight

- **Transparency -**
 - Were projects on schedule?
- **Accountability -**
 - Were project cost estimates correct?
- **Performance -**
 - Are the projects reducing pollution, as planned?
- **Responsive Management -**
 - Are there better projects to go in the plan?

Respond - Adaptive Management of the Plan

- STEAM Team - Volunteer Citizen Oversight
 - Scientists
 - Technology entrepreneurs
 - Economists/Finance
 - Real estate interests
 - Education/outreach
 - Tourism/nature-based tourism
 - Lagoon advocacy
- League of Cities nominates 1/2 of Team
- Board of County Commissioners nominates 1/2



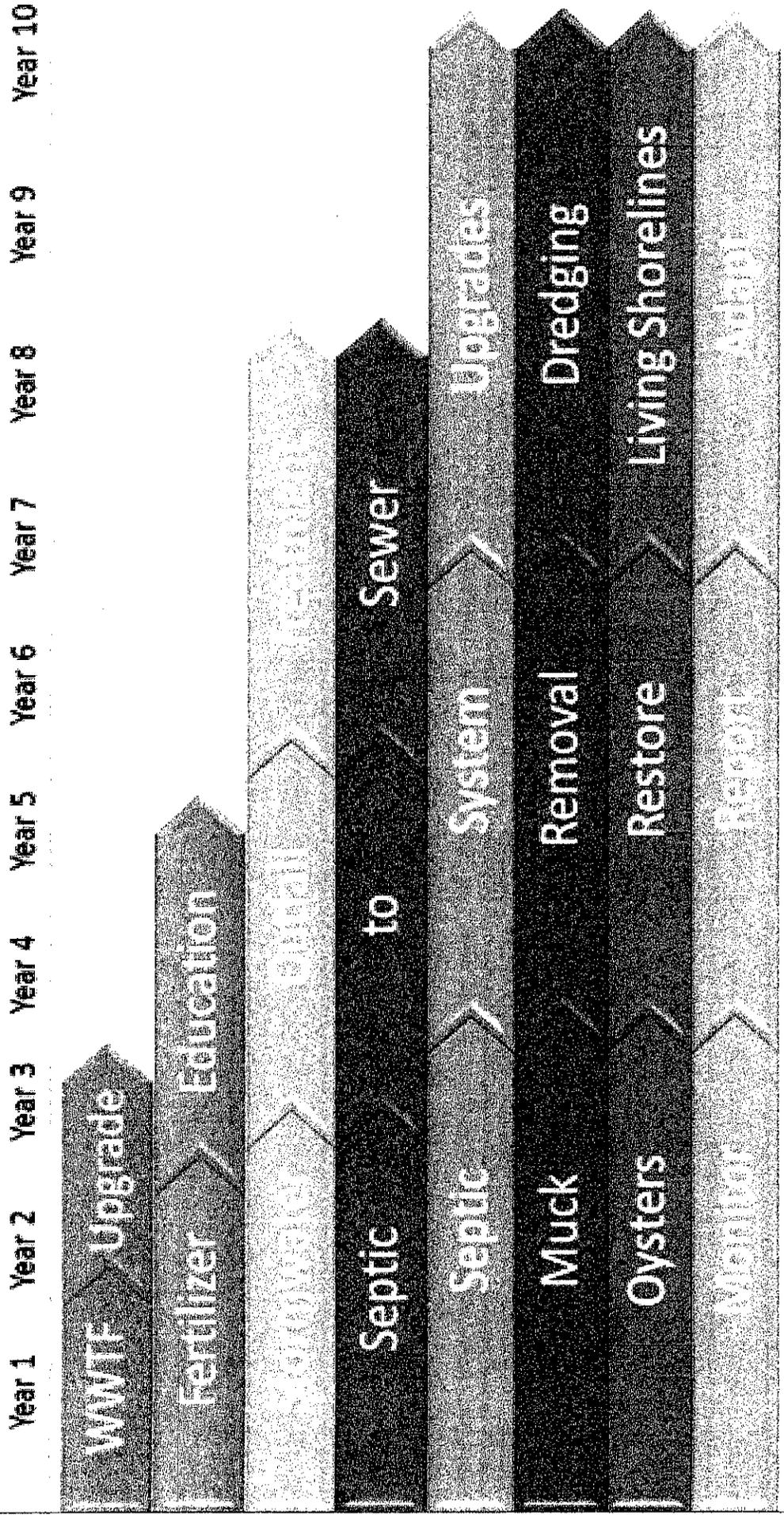
Summary of Plan Benefits

Project Category	Project Type	Estimated Total Project Cost	Nitrogen Reductions (lbs/yr)	Average Cost/lb/yr of TN	Phosphorus Reductions (lbs/yr)	Average Cost/lb/yr of TP
	Fertilizer Management/Public Education	\$625,000	6,123	\$102	813	\$769
	WWTF Upgrades for Reclaimed Water	\$9,400,000	40,778	\$214	TBD	TBD
Reduce	Septic System Removal	\$41,764,000	56,509	\$852	N/A	N/A
	Septic System Upgrades	\$22,192,000	27,659	\$802	N/A	N/A
	Stormwater Projects	\$10,800,000	118,440	\$88	17,026	\$612
Remove	Muck Removal	\$198,100,000	491,300	\$408	73,650	\$2,733
Restore	Oyster Reef Living Shorelines	\$10,000,000	21,120	\$473	7,181	\$1,393
Respond	Projects Monitoring	\$10,000,000	N/A	N/A	N/A	N/A
Total	Total	\$302,881,000	761,929	\$398	98,670	\$1,377



Summary of Plan Benefits

Flow Path to Success



Save Our Lagoon Project Plan

Funding Options for Plan Implementation

Virginia Barker, Director

Natural Resources Management Department



How Can We Fund the Plan?

Option 1: Voter-approved County-wide Ad Valorem levy

- Save Our Lagoon Special Taxing District
- 1 mill (\$1 per \$1000 of taxable value)
- 10 year sunset
- \$32 million per year
- 10-year total of \$320 million

Grants could accelerate schedule and benefits

How Can We Fund the Plan?

Option 2: Voter-approved County-wide Ad Valorem levy

- Save Our Lagoon Special Taxing District
- 1/2 mill (50¢ per \$1000 of taxable value)
- 20 year sunset
- \$16 million per year
- 20-year total of \$320 million

Grants could accelerate schedule and benefits

How Can We Fund the Plan?

Option 3: Voter-approved County-wide Ad Valorem levy

- Save Our Lagoon Special Taxing District
- 1/2 mill (50¢ per \$1000 of taxable value)
- 10 year sunset
- \$16 million per year
- 10-year total of \$160 million
- Must leverage \$143 million from grants/Legislative appropriations

How Can We Fund the Plan?

Option 4: Voter-approved County-wide Infrastructure Sales Tax

- Save Our Lagoon Special Taxing District
 - 1/2 cent
 - 10 year sunset
 - \$34 million per year
 - 10-year total of \$340 million
 - Negotiate municipal revenue sharing agreements, not statutory formula
- Grants could accelerate schedule and benefits

How Can We Fund the Plan?

Option 5: Other combinations of

- Levies
- Timeframes
- Uses
- Matching funds

Acknowledgements

Scientist Subject Matter Experts:

Dr. Duane DeFreese, Indian River Lagoon National Estuary Program and Indian River Lagoon Council Executive Director
Dr. Richard (Grant) Gilmore, expert in Indian River Lagoon fisheries and ecology
Dr. Charles Jacoby, St. Johns River Water Management District Supervising Environmental Scientist
Dr. Kevin Johnson, Florida Institute of Technology Associate Professor, Marine and Environmental Systems
Dr. Mitchell A. Roffler, Florida Institute of Technology Adjunct Professor, President Roffler's Ocean Fishing Forecasting Service, Inc.
Dr. Jonathan Shenker, Florida Institute of Technology Associate Professor of Marine Biology
Dr. John Trefry, Florida Institute of Technology Professor of Marine and Environmental Systems
Martin S. Smithson, Sebastian Inlet District Administrator
Joel Steward, St. Johns River Water Management District Supervising Environmental Scientist (Retired)
Dr. John Windsor, Florida Institute of Technology Oceanography and Environmental Science Professor Emeritus and Program Chair

Economic Impacts Subject Matter Experts:

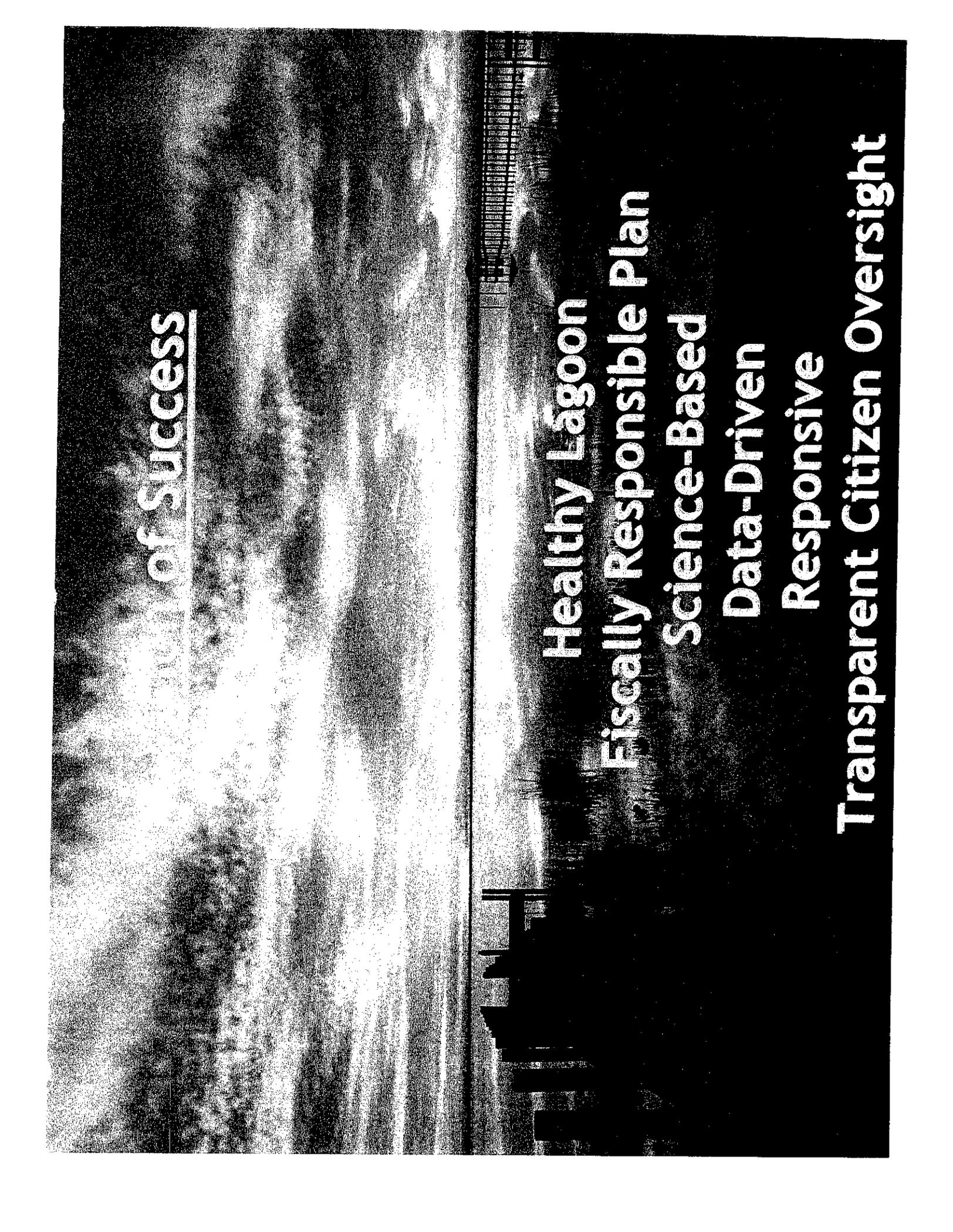
Eric Garvey, Brevard County Tourism Development Council Executive Director
Herb Hiller, Brevard County Tourism Development Council Consultant on Ecotourism
Vince Lamb, Indian River Lagoon Council Management Board, Florida Master Naturalist, Entrepreneur
Dr. Michael H. Slotkin, Florida Institute of Technology Associate Professor, Nathan M. Bisk School of Business
Laurilee Thompson, Brevard County Tourism Development Council, Commercial Fisheries Expert, Entrepreneur
Dr. Alexander Vamosi, Florida Institute of Technology Associate Professor, Nathan M. Bisk School of Business
Jim Brandenburg, Brevard County Property Appraiser Information Technology

Agencies:

Florida Department of Environmental Protection
St. Johns River Water Management District
Florida Department of Health
Space Coast Tourism Development Council
Space Coast Association of REALTORS®
Brevard County Natural Resources Management Department
Brevard County Utility Services Department
Brevard County Property Appraiser Information Technology
Brevard County Budget Office
Canaveral Port Authority

Municipalities:

Titusville
Cocoa
Rockledge
Melbourne
West Melbourne
Palm Bay
Cape Canaveral
Cocoa Beach
Satellite Beach
County Natural Resources Management Staff

A black and white photograph of a lagoon with a building in the background. The lagoon is in the foreground, and the building is in the background. The text is overlaid on the image.

Pathway of Success

**Healthy Lagoon
Fiscally Responsible Plan
Science-Based
Data-Driven
Responsive
Transparent Citizen Oversight**

SUBJECT: Space Coast League of Cities Legislative Priorities

Staff Report – Town of Indialantic

Meeting Date: September 7, 2016

Summary:

Council is being requested to identify issues that it would like the Space Coast League of Cities (SCLOC) to consider in preparing State legislative priorities for the 2017 Florida Legislative Session. The following items are being suggested for consideration:

- (1) The State should provide sufficient funds toward cleaning up the Indian River Lagoon.
- (2) The State should not adopt legislation that preempts to the State the authority to establish the dates of elections of municipal officers.
- (3) The State should not adopt Firefighter Cancer Disability Presumption legislation that would increase local government costs for workers' compensation and disability pension benefits.

Recommendation:

Approve issues of concern to forward to the SCLOC with regard to the 2017 Florida Legislative Session

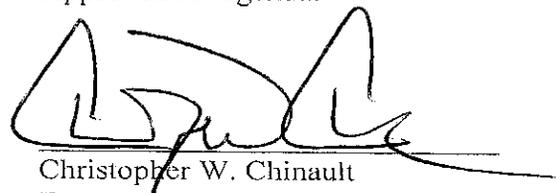
MOTION: Approve issues of concern to forward to the SCLOC with regard to the 2017 Florida Legislative Session.

Submitted by:



Joan Clark
Town Clerk

Approved for agenda:



Christopher W. Chinault
Town Manager

SUBJECT: Lily Drainage Project – Request by Garden Club

Staff Report – Town of Indialantic

Meeting Date: September 7, 2016

Summary:

The Garden Club by the Sea is requesting that Council authorize the Garden Club to have a section(s) of the sidewalk that approaches the drainage retention area (dra) from the Magnolia Pedway finished with pavers rather than concrete. The Garden Club will pay for the pavers and their installation and sell engravings on the pavers to generate money for the Garden Club Scholarship Program.

The public benefits with a portion of the sidewalk being paid for with Garden Club funds and having scholarships available.

The Garden Club assists the Town in maintaining Lily Park and donated the gazebo in the park. Council has previously supported a grant application that the club submitted for vegetative improvements.

Recommendation:

Authorize the Garden Club by the Sea to have pavers installed.

MOTION: Authorize the Garden Club by the Sea to have pavers installed.

Submitted by:



Joan Clark
Town Clerk

Approved for agenda:



Christopher W. Chinault
Town Manager

1. Intergovernmental Activity:

- a. **NPDES:** The permit application for the upcoming five-year period has been submitted to the Florida Department of Environmental Protection. (07/17/12) Approval for the period 01/01/13 to 12/31/17 was issued. (11/20/12)
- b. **Ernest Kouwen-Hoven Bridge:** Work to commence on the lower concrete portions of the bridge spans through Nov., 2015. There will be a night-time lane closure periodically. (09/16/14) Resurfacing will start at Babcock Street and continue east to the easternmost foot of the bridge. (11/12/15) Completion on resurfacing expected 9.8.16 and on bridge work 7.1.16. (04/13/16)
- c. **SR-A1A Resurfacing:** FDOT plans in FY-16 to resurface SR-A1A from US-192/SR-500 to south of the Pineda Causeway. (08/21/12) FDOT has agreed to also resurface those portions of the SR-A1A right-of-way that taper into the side streets. The finished product will consist of a 10 ½' inside travel lane on SR-A1A, an 11' outside lane, and a 4' bicycle lane. (02/19/13) Plans will be reviewed by FDOT by November, 2015. (08/12/15) Contract let July 20, 2016, pre-construction meeting on 8/10/16. (08/10/16) The project start date is 8/22/16 with milling and resurfacing starting after Labor Day beginning at 4th Avenue. The completion date is August, 2018. (09/07/16)
- d. **Water Franchise Agreement:** The current Water Franchise Agreement between the Town of Indialantic and the City of Melbourne expires in mid-2017. To avoid any last minute issues the City has been requested to review the document and forward a draft to the Town with changes that are needed. (05/20/14) The Town has engaged Anthony Garganese. (06/11/14)
- e. **SR-A1A Pedestrian Crossing at Watson Drive:** Council's request was submitted to FDOT. (02/11/15) FDOT to respond by April 3. (03/11/15) Council to receive FDOT response on 8/12/15. (08/12/15) The Engineer was consulted and Council will consider the proposal on 9/9/15. (09/09/15) FDOT was advised to proceed with plans to install the raised concrete median and crosswalk immediately north of Watson Drive. (10/07/15) FDOT has indicated that the SR-A1A resurfacing project has proceeded beyond where this project can be considered until after the resurfacing project advances. The crossing will be folded into a multimodal project. (12/09/15)
- f. **SR-A1A Pedestrian Crossing at Tampa Avenue:** FDOT is in receipt of the petition that was provided to Council requesting a pedestrian activated crossing light on SR-A1A at Tampa Avenue and expect to comment by October 1, 2016. (08/10/16)
- g. **Tsunami Ready:** Chief Flamm reports that the County Emergency Management office is working with the County Tourism Development Office regarding implementation of consistent signage toward making the beachside tsunami ready. (09/16/14)

- i. **Storm drainpipe:** The pipe under Cocoa Avenue immediately west of S. Palm Avenue is being replaced. (04/13/16) Completed. (05/16/16)
- j. **Storm drainpipe failure:** The storm drain pipe under along the south side of Orlando Boulevard, east of S. Riverside Drive, failed and a section was replaced for \$11,237. (05/16/16)
- k. **Scaevola:** Scaevola Taccada plants have been removed from a small area north of dune crossover #3 by a volunteer. Additional work of this nature is expected to progress. (11/12/15) Scaevola has been removed from the boardwalk area north of Access #8. (03/09/16) Beach elder and railroad vine have been planted north of Access #8. (04/13/16) Beach elder, railroad vine and beach daisy have been planted at Access #6. (06/08/16)
- l. **Code Review Task Force:** A meeting is being scheduled for mid January consistent with the meeting days/times as expressed by the newly appointed members. (12/09/15) The task force members have agreed to meet the 3rd Monday of each month at 3:45 p.m. (02/10/16)
- m. **Painting:** Staff is proceeding to paint the public works garage with the body in crisp linen and the door/trim in drizzle. Nance Park restroom is to be painted a mandarin color. (01/13/16)
- n. **Tree Trimming:** Palms are being trimmed in Nance Park. (07/13/16)
- o. **Sea Turtle Nesting Season:** Note: Sea turtle nesting season runs from 3/1/16 through 10/31/16 in Brevard County because leatherback sea turtles begin to come ashore in March. (03/09/16)
- p. **Orlando Park:** The donor sign at the southeast corner of Orlando Park has been replaced. (04/13/16)
- q. **Traffic Calming:** The Town's consulting engineer is preparing possible traffic calming options with any associated cost in response to speeding concerns along Third Avenue. (06/08/16) Information will be presented to Council on July 13, 2016. (07/13/16) A contractor has scheduled for the week of August 8, 2016 the installation of a speed hump between 120 and 123 Second Avenue, between 124 and 121-B Third Avenue, and between 430 and 431 Third Avenue. (08/10/16) Speed humps were installed; however, there is some concern about the height of 2 humps being 2.5" rather than the 3.0". (09/07/16)
- r. **Boardwalk:** The top boards are being replaced between the emergency vehicle ramp and the restrooms. (08/10/16)

TOWN OF INDIALANTIC
CLERK'S REPORT
 August 2016

I. NUMBER OF REGISTERED VOTERS 2,331

II. BUSINESS TAX RECEIPTS ISSUED FY15-16 145

New Business (NB)	05
Renewal (R)	139
Transfer of Ownership (TO)	00
Change of Location (CL)	00
Name Change (NC)	00
License in Existing Business (EB)	00
Home Office (HO)	01

<u>Name of Business</u>	<u>Address</u>	<u>Owner</u>	<u>Issued</u>	<u>License</u>	<u>Comment</u>
ABC Liquors, Inc. #020	300 North Miramar Avenue	Vicky Prillhart	08/25/16	16240	NB=retail
Billy Pope Pintina	210 Sixth Avenue, Apartment 7	William Pope	08/25/16	16236	HO=home office
Dealer Risk Services, Inc.	341 Fourth Avenue	Steven P. Gibson	08/05/16	16215	NB=insurance agency
Health First Medical Group, LLC	233 Sixth Avenue	Sheila McLeod	08/03/16	16213	NB=medical doctor
Heathy Body Balance	322 Fifth Avenue	Karen P. Catoe	08/25/16	16238	NB=massage therapy
Mindscapes Counseling Inc.	201 Sixth Avenue	Karen Delos Santos	08/05/16	16216	NB=mental health counseling

III. MEETINGS HELD

Administration furnished support services for the following meetings:

Board of Adjustment – August 01

Budget Workshop – August 10

Town Council – August 10

Code Review Task Force – August 15

Parks, Recreation and Beautification Committee – August 22

General Employees Pension – August 25

IV. MISCELLANEOUS

Twenty-First Halloween Party meeting – August 15, 19, 22, 29

Council Qualifying for Mayor, Seat 4 and Seat 2 – August 12 thru 26

Indialantic Police Department

Monthly Activity Report

July 2016

OPERATIONS:

* The Department Responded to 647 Incidents.

* 32 Subpoenas were issued.

* Activity	31	Arrests
		17 Felony
		4 Misdemeanor
		10 Traffic
		2 DUI & 1 Drug
	125	Traffic Citations
	196	Traffic Stops
	103	Verbal Warnings
	4	Capias Filed

TRAINING:

Indialantic Police Department
 Monthly Crime Index
 July 2016

Part I	Reported	Cleared	Prior	Total	%
Murder	0				0%
Sexual Battery	0				0%
Robbery	0				0%
Agg Assault	0				0%
Burglary	3	1		1	33%
Larceny	5	2	1	3	60%
Veh Theft	0				0%
Assault/Battery	4	4		4	100%
Arson	0				0%
Total Part I	12				
Part II					
Kidnapping	0				
Fraud/Forgery	1				
Embezzlement	0				
Posses Stln Prop	0				
Criminal Mischief	2				
Weapons	0				
Sex Offenses	1				
Narcotics	1				
DUI	1				
Liquor Laws	0				
Disorderly	0				
Ordinance	5				
Other Viol	6				
Other Traffic	5				
Prostitution	0				
Total Part II	22				
Part III & IV					
Patrol Area	181				
911 Investigations	117				
Citizen Contact	6				
Juvenile	1				
Warrant	1				
Misc Traffic	49				
Traffic Accidents	20				
Sick/Injured	0				
Death	0				
Mentally Ill	1				
Suicide/Attempt	0				
Animal	4				
Information	21				
Alarm/Open Door	21				
Fire	0				
Lost/Found	24				
Disturbances	31				
Susp Incidents	75				
Assists	55				
Details	6				
Missing Persons	0				
Total III & IV	613				
Grand Total	647				

Indianlantic Police Department
 YTD Information Report
 July 2016

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Value Stolen	\$ 20	\$ 9,611	\$ 1,326	\$ 10,798	\$ 489	\$ 18,908	\$ 5,400						\$ 46,552
Value Recovered	\$ 150	\$ -	\$ 4,471	\$ 2,082	\$ 489	\$ 25	\$ 1,750						\$ 8,967
Traffic Warnings	2	4	13	1	6	1	1						28
Equip Warnings	2	2	1	7	3	1	0						16
Verbal Warnings	136	114	55	87	125	88	103						708
Field Interrogation	0	0	0	0	0	0	0						0
Parking Violations	3	3	5	14	14	13	45						97
Parking Fines	\$ 72	\$ 60	\$ 100	\$ 292	\$ 285	\$ 340	\$ 900						\$ 2,049
Traffic Citations	120	152	129	145	180	170	125						1021
Arrests	23	24	24	22	24	28	31						176
DUI Charges	0	1	1	2	3	2	2						11
Drug Charges	5	8	2	1	3	3	1						23
Wavecrest Activity	64	40	47	50	40	48	39						328

Indialantic Fire Rescue Monthly Report for August 2016

FIRES		
Structure Fires		
Brush Fires		
Vehicle Fires		1
Trash Fires		
Other Fire Calls		
RESCUE & EMERGENCY MEDICAL		
Medical		25
Motor Vehicle/Pedestrian Accident with injuries		1
Motor Vehicle with no injuries		1
Water Rescue		1
		1
HAZARDOUS CONDITIONS (No Fire)		
Electrical Wiring/Equipment Problem		2
SERVICE CALL		
Public Service Calls		6
Assist Police or Other Government Agency		1
GOOD INTENT CALL		
Well Being Check		13
Dispatched and Cancelled Enroute		1
Dispatched and Cancelled on Scene		
FALSE ALARM & FALSE CALLS		
False Alarm or False Call		2
Smoke Detector activation due to smoke or dust		1
SPECIAL INCIDENT TYPE		
Special Type of Incident	Lightning Strike w/no fire	1
Fire Inspection/Business Tax Receipt (BTR)		93
Re-Inspection Fire/BTR		
Hydrant Inspections		
TOTAL CALLS		150
RUNNING TOTAL OF PREVIOUS MONTHS		586
TOTAL CALLS YEAR TO DATE		736
MUTUAL AIDE		
	GIVEN	3
	RECEIVED	1
AVERAGE RESPONSE TIME		
	INDIALANTIC FIRE	2
	BREVARD COUNTY	8
VOLUNTEER HOURS		266.25
	SAVINGS REALIZED BY THE TOWN	\$5,325
BURN PERMITS ISSUED FOR THE MONTH		NA
	Total Number of Burn Permits Issued Nov. 1st - Feb. 29th	49
VOLUNTEER F/F ACTIVITY	Monthly Business meeting was conducted on 8/7/16 and weekly training on 8/13/16, 8/20/16 & 8/27/16. Training included emergency medical care, fire pump operations, and driver training.	
CAREER F/F ACTIVITY	The on-duty crews logged 270 hours of training during the month. Crews continue to conduct annual fire safety inspections and re-inspections on commercial and multi-family properties throughout the Town. All crew members conducted a walk through of the new ABC building to familiarize themselves with the building, the fire alarm and sprinkler system in the building.	

TOWN OF INDIALANTIC BUILDING REPORT

August-16

	<u>CURRENT</u>	<u>YTD 16</u>	<u>YTD 15</u>
NO. OF PERMITS ISSUED	37	384	387
TOTAL PERMIT FEES	\$7,871.00	\$69,055.32	\$71,641.00
TOTAL CONSTRUCTION VALUE	\$1,220,502.00	\$9,992,253.00	\$8,961,845.00
PLAN REVIEW FEES	\$0.00	\$3,206.00	\$645.00
TOTAL SIGN FEES	\$125.00	\$1,395.00	\$1,535.00
NO. OF SIGN PERMITS ISSUED	1	16	22
NEW CONVENTIONAL HOMES	1	4	5
NEW MULTI FAMILY HOMES	0	1	1
NEW COMMERCIAL BUILDINGS	0	1	0
MISC. ADDITIONS/ALTERATIONS	3	31	17
CERTIFICATE OF OCCUPANCY	0	0	1
BUILDING CODE INSPECTIONS	69	757	534

Building Department Permits Issued

PermitNo	CompanyName	OwnerName/Address	Construction Value	Permit Fee	Plan Surchage Fee
IND16_259		CONN 1101 MIRAMAR AVE S	\$800.00	\$60.00	\$0.00
IND16_300		O'BRIEN 601 MIRAMAR AVE N 3	\$5,400.00	\$75.00	\$0.00
IND16_311		CLARK, H L III 225 FIFTH AV	\$25,000.00	\$190.00	\$0.00
IND16_323		Russo 130 DELAND AV	\$200,000.00	\$1,025.00	\$0.00
IND16_325		C2 INVESTMENT GROUP 415 EIGHTH AV	\$3,100.00	\$85.00	\$0.00
IND16_329		KING, M ANDREW 105 FOURTEENTH AV	\$5,523.00	\$75.00	\$0.00
IND16_334		PENCE 1037 WAVE CREST AV	\$12,000.00	\$125.00	\$0.00
IND16_336		BURTON 500 RIVERSIDE DR N	\$69,545.00	\$415.00	\$0.00
IND16_341		SOUTHEAST LOAN SERVIC 101 ORLANDO BLVD	\$6,200.00	\$100.00	\$0.00
IND16_343		ABC LIQUORS INC 300 MIRAMAR AVE N	\$12,000.00	\$125.00	\$0.00
IND16_344		DUNN, JOSEPH 811 RAMONA AVE S	\$2,054.00	\$80.00	\$0.00
IND16_345		GRICE 1101 MIRAMAR AVE S	\$3,770.00	\$85.00	\$0.00
IND16_346		Warburton 300 MICHIGAN AV	\$2,900.00	\$80.00	\$0.00
IND16_347		BROWN 425 SEVENTH AVE	\$10,325.00	\$120.00	\$0.00
IND16_349		ROBERTS 1504 MIRAMAR AVE S	\$4,809.00	\$75.00	\$0.00
IND16_350		ROBERTS, GEORGE E 224 DELAND AV	\$6,526.00	\$75.00	\$0.00
IND16_351		TURK 401 RAMONA AV S	\$23,200.00	\$185.00	\$0.00
IND16_352		HEATON, PETER 404 MIRAMAR AV S	\$4,321.00	\$75.00	\$0.00
IND16_353		STUTZMAN, RYAN 420 TWELFTH AVE	\$10,350.00	\$120.00	\$0.00
IND16_354		PRIESTER, JOSEPH W 1607 SHANNON AV S	\$4,500.00	\$90.00	\$0.00
IND16_355		MASTEN 135 TENTH AVE	\$6,200.00	\$75.00	\$0.00
IND16_356		WACLAWSKI, JOHN 213 TWELFTH TERR	\$2,000.00	\$75.00	\$0.00
IND16_357		Sofet 301 MIRAMAR AV S 20	\$5,933.00	\$75.00	\$0.00
IND16_358		BELCHER, DONALD 245 DELAND AVE	\$2,600.00	\$80.00	\$0.00
IND16_359		DEPPNER, JOHN C 214 TAMPA AV	\$10,490.00	\$75.00	\$0.00
IND16_360		MICHELSON, LAWRENCE 113 TRADEWINDS TE	\$3,400.00	\$75.00	\$0.00
IND16_361		PANICCIA, ADELIA TRUSTE 800 MIRAMAR AV N	\$10,764.00	\$120.00	\$0.00
IND16_362		HOECK, ANNETTA M 300 THIRD AV	\$8,777.00	\$75.00	\$0.00
IND16_363		NICHERSEN 1601 MIRAMAR AV S	\$2,100.00	\$80.00	\$0.00
IND16_364		FLORA, MARION 327 MELBOURNE AV	\$1,340.00	\$75.00	\$0.00
IND16_365		DEVAUX, SEAN AND NANC 210 DELAND AV	\$40,000.00	\$265.00	\$0.00
IND16_366		WARNER, AMY JEAN 124 ORLANDO BLVD	\$6,396.00	\$100.00	\$0.00
IND16_367		MAXNER 406 ORMOND DR	\$1,000.00	\$60.00	\$0.00
IND16_368		DERATANY, ANDREA W 105 RIVERSIDE DR S	\$922.00	\$60.00	\$0.00
IND16_369		CHELLIS, DALE 1424 RIVERSIDE DR S	\$696,966.00	\$3,171.00	\$0.00
IND16_370		ROTENBERG, MORRIS 810 WAVE CREST AVE	\$2,861.00	\$75.00	\$0.00
IND16_375		BACON 206 CHALET AVE	\$6,430.00	\$75.00	\$0.00
Grand Total			\$1,220,502.00	\$7,871.00	\$0.00

Permits: 37

Inspection Result Date Summary 08/01/2016 through 08/31/20

<i>InspResult</i>	<i>Total Inspections</i>
Approved	62
Disapproved	7
<i>All Results:</i>	69

Number:	Direction:	Street:	Type:	Date:	Code:	Description:	Status:
111		Thirteenth	Avenue	12/30/14	13-9	Building numbering	Under construction
404	South	Miramar	Avenue	12/02/15	17-124	Vacation rentals prohibited in R-3	In the process
2		Fifth, Suite C	Avenue	02/09/16	17-106.2(1)	Obsolete sign	Complied
210		Sixth	Avenue	04/28/16	9-6	\$62.50 BTR delinquent FY2015-2016	Outstanding
305	South	Ranona	Avenue	06/24/16	17-121	Single-Family Residence Districts	In the process
109		Fifth	Avenue	07/01/16	8-12.1	Dumpsters	Complied
118		Tradewinds	Terrace	07/05/16	18-18	Management of vegetative matter	Complied
240		Third	Avenue	07/07/16	5.5-68(d)	Natural growth	Complied
440		First	Avenue	07/13/16	17-103(b)(3)(a)	Boat on trailer	Complied
164		Deland	Avenue	07/21/16	5.5-68(d)	Natural growth	Outstanding
225		Fifth	Avenue	07/29/16	8-12.1	Dumpsters	Outstanding
331		Ommond	Drive	07/29/16	17-103(b)(3)(a)	Empty boat trailer	Complied
443		Seventh	Avenue	07/29/16	17-116	POD without a permit	Complied
		Fifth Avenue Median		08/01/16	17-106.2(2)(a)	Sign not permitted	Removed
		Melbourne Avenue & South Miramar Avenue		08/01/16	17-106.2(2)(a)	Sign not permitted	Removed
500	North	Miramar	Avenue	08/01/16	6-172	Excessive false alarms \$25.00	Complied
500	North	Miramar	Avenue	08/01/16	6-172	Excessive false alarms \$25.00	Complied
1302	South	Ranona	Avenue	08/01/16	18-18	Management of vegetative matter	Complied
411		Melbourne	Avenue	08/02/16	5.5-71	Fences and walls	Complied
102		Miami	Avenue	08/02/16	15-20	Commercial vehicle parked overnight	Immediately of notice received
707	North	Palm	Avenue	08/02/16	15-20	Commercial vehicle parked overnight	Certified/TBCB 09/03/16
1010		Magnolia	Drive	08/03/16	17-103	RV in front	Complied
1438	South	Riverside	Drive	08/03/16	17-103	RV in front	Complied
440		Third	Avenue	08/03/16	17-103	Open trailer in front	Complied
126		Michigan	Avenue	08/04/16	17-116	POD without a permit	Complied
		Fifth Avenue & North Riverside Place		08/09/16	17-106.2(2)(a)	Sign not permitted	Removed
604	South	Riverside	Drive	08/09/16	5.5-68(a)	Landscaping	Complied
301		Tenth	Terrace	08/09/16	5.5-68(d)	Landscaping	Complied
78	South	Riverside	Drive	08/11/16	17-106.2(2)(a)	Sign not permitted	Complied
444		Michigan	Avenue	08/12/16	17-103	Boat on trailer	Complied
206		Ommond	Drive	08/12/16	17-103	Boat on trailer	Complied
232		Fifth	Avenue	08/16/16	17-106(5)(a)	Sign not permitted	Complied
		Fifth Avenue & North Miramar Avenue		08/16/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fifth Avenue & North Miramar Avenue		08/16/16	17-106.2(2)(a)	Sign not permitted	Removed
1411	South	Riverside	Drive	08/16/16	5.5-68(a)	Landscaping	Outstanding
1411	South	Riverside	Drive	08/16/16	13-2	Damaging, removing materials from	Outstanding
		Second Avenue & North Ranona Avenue		08/16/16	17-106.2(2)(a)	Sign not permitted	Removed
336		Wayne	Avenue	08/19/16	1-11	Excessive garage sales	Certified/TBCB 09/21/16
		Fifth Avenue & North Miramar Avenue		08/23/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fifth Avenue & North Miramar Avenue		08/23/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fifth Avenue & South Miramar Avenue		08/23/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fifth Avenue & Wavocrest Avenue		08/23/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fifth Avenue Median		08/23/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fifth Avenue Median		08/23/16	17-106.2(2)(a)	Sign not permitted	Removed

August 2016
Code Enforcement Violations

		Fifth Avenue Median		08/23/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fifth Avenue Median		08/23/16	17-106.2(2)(a)	Sign not permitted	Removed
130		Fifth Avenue	Avenue	08/24/16	8-12	Receptacles in R-O-W	Complied
		Fifth Avenue Median		08/24/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fifth Avenue & South Riverside Drive		08/26/16	17-106.2(2)(a)	Sign not permitted	Removed
904		Wavcrest	Avenue	08/26/16	6-220	Unsafe building	Certified/TBCB 09/30/16
		Fifth Avenue & North Riverside Drive		08/29/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fifth Avenue & North Riverside Drive		08/29/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fourth Avenue & North Miramar Avenue		08/29/16	17-106.2(2)(a)	Sign not permitted	Removed
		Fourth Avenue & North Riverside Drive		08/29/16	17-106.2(2)(a)	Sign not permitted	Removed
200	North	Riverside	Place	08/29/16	17-106.2(2)(a)	Sign not permitted	Removed
200	North	Riverside	Place	08/29/16	17-106.2(2)(a)	Sign not permitted	Removed
200	North	Riverside	Place	08/29/16	17-106.2(2)(a)	Sign not permitted	Removed
200	North	Riverside	Place	08/29/16	17-106.2(2)(a)	Sign not permitted	Removed
200	North	Riverside	Place	08/29/16	17-106.2(2)(a)	Sign not permitted	Removed
316		Deland	Avenue	08/30/16	5.5-68(d)	Landscaping	Within 14 days of notice received
228		Eighth	Avenue	08/30/16	5.5-68(d)	Landscaping	Complied
235		Fifth	Avenue	08/30/16	17-106.2(2)(c)	Prohibited sign	Complied
		Melbourne Causeway		08/30/16	17-106.2(2)(a)	Sign not permitted	Removed
		Melbourne Causeway		08/30/16	17-106.2(2)(a)	Sign not permitted	Removed
224		Miami	Avenue	08/30/16	18-18	Management of vegetative matter	Complied
116		Ninth	Avenue	08/30/16	5.5-68(b)	Landscaping	Immediately of notice received
116		Ninth	Avenue	08/30/16	18-18	Management of vegetative matter	Complied
320		Ormond	Drive	08/30/16	13-9	Building numbering	Within 7 days of notice received
330		Ormond	Drive	08/30/16	13-9	Building numbering	Within 7 days of notice received
406		Ormond	Drive	08/30/16	17-106.2(2)(a)	Prohibited sign	Immediately of notice received
811	South	Ramona	Avenue	08/30/16	17-106.2(2)(a)	Prohibited sign	Immediately of notice received
237		Tampa	Avenue	08/30/16	5.5-68(a)	Landscaping	Complied
231		Miami	Avenue	08/30/16	5.5-68(a)	Landscaping	Within 14 days of notice received
		Second Avenue & North Ramona Avenue		08/31/16	17-106.2(2)(a)	Sign not permitted	Removed
		Eleventh Avenue & South Shannon Avenue		08/08/19	17-106.2(2)(a)	Sign not permitted	Removed
		Miami Avenue & South Miramar Avenue		08/08/19	17-106.2(2)(a)	Sign not permitted	Removed
834	North	Miramar	Avenue	04/28/16 & 08/17/16	9-6	\$10.00 Alarm delinquent	Complied
1501	South	Shannon	Avenue	05/06/16 & 07/01/16	5.5-68(d)	Natural growth	Complied
314		Cocoa	Avenue	08/09/16 & 08/12/16	17-103	Boat on trailer	Outstanding