

Fellsmere

CITY COUNCIL MEETING

January 14, 2021 – 7:00 P.M.

<https://global.gotomeeting.com/join/173548269>

AMENDED AGENDA

1. CALL TO ORDER:

2. ROLL CALL:

3. PLEDGE OF ALLEGIANCE

4. INVOCATION:

5. APPROVAL OF MINUTES:

(a) City Council Meeting of December 10th, 2020

6. PROCLAMATION:

(a) Proclaiming Larry and Joyce Clay as Good Samaritans

(b) Proclaiming Detective Lawrence F. Lawson's retirement

(c) Proclaiming Arbor Day

7. PUBLIC HEARING:

(a) **ORDINANCE NO. 2020-13/** AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AUTHORIZING AN EXTENSION OF THE TEMPORARY MORATORIUM INITIALLY IMPOSED BY ORDINANCE NO. 2018-06, AND SUBSEQUENTLY EXTENDED BY ORDINANCES NOS. 2019-01, 2019-07, 2020-01, AND 2020-04, FOR AN ADDITIONAL 12 MONTHS OR UNTIL A COMPREHENSIVE REVIEW OF THE IMPACT OF THE CITY'S ECOSYSTEM IS COMPLETED, PROHIBITING LAND APPLICATION ACTIVITIES OF CLASS B BIOSOLIDS; PROVIDING FOR STUDY AND POSSIBLE REGULATION OF CLASS B BIOSOLIDS APPLICATION ACTIVITIES; PROVIDING FOR RATIFICATION, EXTENSION OF TEMPORARY MORATORIUM, EXPIRATION OF TEMPORARY MORATORIUM, STUDY OF CLASS B BIOSOLIDS, AND EXHAUSTION OF ADMINISTRATIVE REMEDIES; AND PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. /

2nd Reading and 1st and Final Public Hearing

(b) **Declare** 1005 Vernon as surplus property.

8. PUBLIC COMMENTS:

9. MANAGER'S MATTERS:

10. MAYOR'S MATTERS:

(a) **Community Development Report - Status of Grants - December 2020**

(b) **Finance Department - November and December 2020**

(c) **Police Department - December 2020**

(d) **Public Works Department - December 2020**

11. COUNCIL MEMBER'S MATTERS:

12. CITY ATTORNEY'S MATTERS:

13. NEW BUSINESS:

- (a) **RESOLUTION NO. 2020-01/** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE TRANSPORTATION ALTERNATIVES PROGRAM OF THE FLORIDA DEPARTMENT OF TRANSPORTATION REQUESTING \$450,000 FOR THE CONSTRUCTION OF A SIDEWALK ALONG NEW YORK AVENUE.
- (b) **Discuss** the next stormwater needs and provide direction to staff for next stormwater project for SJRWMD cost share funding.
- (c) **Approval** for to pay Communications International \$9,005.40 for handheld radios.
- (d) **Authorize** the Chief of Police to sign the Multi-agency Agreement on behalf of the Fellsmere Police Department and the City of Fellsmere.
- (e) **Approval** of appointment of Chief Touchberry as Interim City Manager.
- (f) **Approval** of Exempt Employee policy changes.
- (g) **Authorize** Mayor to execute contract with Masteller & Moler for Construction Engineering inspection services for the 100th Lane/Place Paving and Drainage Project.
- (h) **Approval** of Bank Agreement with Marine Bank for replacement of Fleet Vehicles.
- (i) **Approval** of revised CARES Act funding agreement #2
- (j) **Approval** to award North Broadway Sidewalk repair to Pinson Contracting Services
- (k) **Approval** of Interchange Landscape Enhancement Maintenance Agreement.
- (l) **Approval** of Work Authorization #4 to Infrastructure Solutions Services for design and permitting of the next Stormwater Cost Share project.

14. ADJOURNMENT:

GENERAL SUBJECT MATTER TO BE CONSIDERED: Due to the COVID-19 pandemic, Governor DeSantis' Executive Order No. 2020-91, and the state of local emergency declared in Resolution No. 2020-08, the City meetings will be conducted utilizing CMT. The public can listen to and, if applicable, participate in the public meeting hosted by GotoMeeting. This City Council Meeting will be held using communications media technology (CMT) to which all persons are invited to attend. There will NOT be a designated physical location or physical access point to attend or participate.

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Attendees will be allowed to speak, when called on, by announcing themselves and then waiting for permission to speak. Any person experiencing technical difficulties during the meeting should immediately contact the City Clerk by email at cityclerk@cityoffellsmere.org or telephone at (772) 646-6308

For a copy of the agenda, ordinance, or additional information, and to submit written comments, contact the City Clerk by telephone at (772) 646-6301 or email at cityclerk@cityoffellsmere.org before the meeting.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk, at 772.646.6301 or contact the TDD Line 772-783-6109, at least 48 hours prior to the meeting.

De conformidad con la Sección 286.0105 de los Estatutos de la Florida, la Ciudad informa al público de que: Si una persona decide apelar una decisión tomada por la junta, agencia o comisión con respecto a cualquier asunto considerado en dicha reunión o audiencia, necesitará un registro de los procedimientos, y que, para tal fin, él o ella puede necesitar asegurarse de que se realice un registro literal de los procedimientos, registro que incluya el testimonio y la evidencia sobre la cual se basará la apelación. De acuerdo con la Ley de Estadounidenses con Discapacidades y la Sección 286.26 de los Estatutos de la Florida, las personas con discapacidades que necesiten adaptaciones especiales para participar en esta reunión deben comunicarse con el Secretario Municipal al 772.646.6301 o comunicarse con la Línea TDD 772-783-6109, al menos 48 Horas antes de la reunión.

Copies of the proposed Ordinance and Resolution are available for review in the Office of the City Clerk and the Community Development Director's Office, 22 S. Orange Street, Fellsmere FL between the hours of 8:30 a.m. and 12 noon and 1:00 p.m. and 5:00 p.m., Monday through Friday. Interested parties may appear at the meeting and be heard with respect to the proposed Ordinance and Resolution. The City Clerk must receive written comments at least 3 days prior to the Council meetings. In accordance with the Americans with Disabilities Act and Section 286.26 Florida Statutes, any person who may need special accommodations or translators for this meeting must contact the City Clerk's Office at (772) 571-1616 at least 48 hours in advance of the meeting. Any person who may wish to appeal any decision which may be made at these hearings will 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.

Copias de las propuestas Ordenanzas y / o Resoluciones están disponibles para su revisión en la Oficina del Secretario de la Ciudad, 22 S. Orange Street, Fellsmere FL entre las 8:30 a.m. y las 12 del mediodía y 1:00 p.m. y de 5:00 p.m. de Lunes a Viernes. Las partes interesadas pueden aparecer en la reunión y ser escuchadas con respecto a las propuestas de las Ordenanzas y Resoluciones. El Secretario Municipal debe recibir comentarios por escrito al menos cuatro (4) días antes de las reuniones del Consejo. De acuerdo con la Ley de Estadounidenses con Discapacidades y la Sección 286.26 de los Estatutos de la Florida, cualquier persona que pueda necesitar adaptaciones especiales o traductores para esta reunión debe comunicarse con la Oficina del Secretario Municipal al (772) 646-6301 al menos 48 horas antes de la reunión. Cualquier persona que desee apelar cualquier decisión que se pueda tomar en estas audiencias deberá asegurarse de que se realice un registro literal de los procedimientos, cuyo registro incluye el testimonio y la evidencia en la que se basará la apelación.

CITY COUNCIL MEETING
December 10, 2020 – 7:00 P.M.
<https://global.gotomeeting.com/join/520211021>
MINUTES

1. **CALL TO ORDER:** Mayor Tyson called the meeting to order at 7:00 p.m.

Manager Mathes announced the procedures of the virtual meeting for the public connecting via GotoMeeting.

2. **ROLL CALL: PRESENT:** Council Member Herrera, Council Member Salgado, Council Member Hernandez, Council Member Renick, City Manager Mathes, Attorney Dill, and Mayor Tyson. **ABSENT:** None. **ALSO, PRESENT:** Attorney Johnathan Rhodeback, Putnam Moreman, Areily Alvarado, Alexis Luna

3. **PLEDGE OF ALLEGIANCE:** The Pledge was recited.

4. **INVOCATION:** Mayor Tyson gave the Invocation.

5. **APPROVAL OF MINUTES:** (a)City Council Meeting of November 19th, 2020

Mayor Tyson introduced the minutes and asked if there are no changes, he recommended a motion to approve.

MOTION by Council Member Renick **SECONDED** by Council Member Hernandez, to approve the minutes of November 19th, 2020 City Council Meeting.

ALL AYES:

MOTION CARRIED 5-0

6. **PUBLIC HEARING:**

(a) **EMERGENCY ORDINANCE NO. 2020-14/** AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, IMPOSING FACE COVERING REQUIREMENTS UPON BUSINESSES WITHIN THE CITY OF FELLSMERE, FLORIDA; PROVIDING FOR LEGISLATIVE FINDINGS; FACE COVERING REQUIREMENTS; FACE COVERING EXEMPTIONS; PENALTIES AND ENFORCEMENT; AND EXPIRATION; AND FURTHER PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE. /1st Reading and 1st and Final Public Hearing

Mayor Tyson introduced the Emergency Ordinance and Attorney Dill read Ordinance No 2020-14, by title only.

Manager Mathes stated this is a business mask order, not an individual mask order, as a business order would only apply to employees of businesses who cannot socially distance.

Mayor opened the Public Hearing and asked if anyone in the audience online wished to speak on Emergency Ordinance No 2020-14, hearing no comments he closed the public hearing and he entertained a motion to adopt the Ordinance.

MOTION by Council Member Hernandez **SECONDED** by Council Member Renick to adopt Emergency Ordinance No. 2020-14.

ROLL CALL: AYES: Council Member Herrera, Council Member Hernandez, Council Member Salgado, Council Member Renick and Mayor Tyson NAYS: None

MOTION CARRIED. 5-0

7. **PUBLIC COMMENTS:**

Mayor Tyson asked if anyone from the public had a comment to send a chat or call and to state their name and address for the record. Hearing none, Mayor Tyson closed the Public Comments.

8. MANAGER'S MATTERS: Manager Mark Mathes continued with his matters:

- **COVID Update** –The Public Works/ Police Department lobby is probably 75% done and the finance wall will be done by December 30th. He will be doing another tour of businesses in the next few weeks. Purchasing a few more protective personal protective equipment and handing those out and using CARES dollars to buy those and then do some more encouragement to make sure they are wearing masks.
- **December 19th – Wreaths Across America** - Reminding Council that this is a program that is being held at the Fellsmere Brookside cemetery for honoring veterans. He thanked Andy for helping coordinate.
- **HCJ Lot Size and Land Development Code Workshop-** Workshop will focus on just the Hall Carter James. After discussion it was decided by Council to have Workshop on these items on February 4th, 2021 at 6pm.
- **Gravity Basin Study for Stormwater Resiliency** – He has been talking with St. John's Water Management District and the Army Core of Engineers trying to get them to continue where was left it regarding the floodplain analysis in Fellsmere reminding Council that the City's flood maps are based on 1972 data originally adopted in 1989 and it has not changed since then. The study that was done by the City was not accepted by FEMA and shows the flood maps need a revision. He wants to talk to them about flood map and about global solutions to the City's resiliency. He stated that they think it is promising and they might even be able to do the study at no cost to the City. He estimates it will be about a year to a year and half before they start on the study.
- **SLOT Reimbursement Agreement** – He stated this is a Police intergovernmental coordination agreement, it is a state local overtime reimbursement program. If the City enters this agreement with the federal government, they will reimburse for overtime cost, when they ask for our help. It may open the City up for other grant type funding to do certain things like purchase a piece of police related equipment. He wanted the Council to be aware of the agreement with ICE.
- **Christmas Luncheon** – He reminded Council the Christmas Luncheon is scheduled for December 23rd and to please RSVP.

9. MAYOR'S MATTERS: (a) Police Department – November 2020 (b) Public Works Department – November 2020

Mayor Tyson asked Council if they had any questions on any of the department reports, being none, he continued.

Mayor Tyson stated he and Manager Mathes attended the Taxpayer's Luncheon. He stated he was invited to attend the Wreaths across America on December 19th at the Fellsmere Brookside Cemetery. City Manager and him will be attending a dinner with the Regional League of Cities that will be held at the St. Lucie Civic Center.

10. COUNCIL MEMBER'S MATTERS:

Council Member Herrera stated that the Our Lady of Guadalupe Church will be having Mariachi from 11pm to midnight on Friday December 11th and mass will be December 12th at 6am. They will not be holding any other activities due to COVID.

Council Member Hernandez had no matters.

Council Member Salgado had no matters.

Council Member Renick stated he attended the MPO Meeting where they had a brief presentation of the 2045 long range transportation plan and there was also a presentation by the contractor that does the maintenance for DOT. He stated this year the City is not on the rotation as a voting member for the Treasure Coast Planning Council, but he will try and listen in.

11. CITY ATTORNEY'S MATTERS: Attorney Dill stated that at the request of Council from the last meeting for additional information on the dispute with Sebastian River Improvement District Attorney Johnathan Rhodeback has put together a packet and a presentation.

Attorney Rhodeback continued with his presentation and he handed the Council a packet that had figures to help illustrate what he will be presenting and an outline list of important information that Council should know to be able to decide on the dispute with the Sebastian River Improvement District.

He continued with his presentation and began with the background of the property from 1927 when Graves Brothers owned the 50,000 acres. The 50,000 acres included the Corrigan, Ansin and Sebastian River Improvement District lands. Many agricultural lands at the time, wanted a system of drainage or a plan of drainage. That way they can reclaim and drain surface waters and irrigate their lands for agricultural purposes. And how that was implemented was through a statutory debt drainage district. They are now called statutory water control districts, and it is codified in chapter 298. And for the statute, so for these 50,000 acres of land, there was this initial plan that was going to be implemented through this drainage district. Two years later, 1929, the Great Depression hits, and it folds the plan. The issue does not get revisited again, until 1939. Before 1939 to protect those lands, they dug out or burrowed a ditch, that ditch, we know it today is the lateral D canal. And they use the dirt from that ditch to create a berm on the east side of the ditch or the lateral D canal.

In 1939, the drainage plan gets revisited for economic reasons, 50,000 acres was no longer feasible or economical. They reduced the plan, the amount that was going to be covered by this plan from 50,000 to 10,000. The Ansin and Corrigan Land were no longer going to be part of the plan. Only the Sebastian River Improvement District would be part of the plan.

On December 29th, 1942, Graves Brothers gave themselves from the Sebastian River Drainage District at the time, an easement. They gave an easement to drain the surface waters from that their area into the lateral D canal. The Sebastian River Drainage District gave the owners of the lands the right to drain into that lateral D canal. And on the very same day, Graves Bros conveyed Ansin lands and Corrigan lands to Ansin and Corrigan's' predecessor in title.

Since 1942, they have had the right to drain that surface water from their lands into that ditch. Problem was circumstances changed. From 1942-1967 Owners of Ansin and Corrigan lands increased surface water drainage into Lateral D Canal and increased, deepened, and cleaned the Lateral D Canal. The result was that it caused flooding and it prevented water from draining out the Flood Plain into the Sebastian River as quickly as it should. A lawsuit is filed known as the 1967 Court Decree interpreted 1942 Easement parties informed of their rights with respect to the easement. And because of this court decree, the parties have been trying to interpret it ever since what exactly that the meaning of reasonable amount is. In 2018 there is a Sebastian River Improvement District meeting and Mr. Bass speaks at this meeting and he says lateral D was never intended as a drainage ditch. But if there was a development application for a property owner that wanted to drain into lateral D, that the SRID will require a permit that will be considered on a case-by-case basis. Thereafter, there was a motion made by Mr. Bass seconded by Mr. Hammond, to have the SRID continue to operate the lateral D watershed under the 1967 final decree. There was no problem with that the issue arises when they state and if a property owner wants something different, then apply for an SRID permit. The significance of that is that most of that land is in the City of Fellsmere and outside of the jurisdictional boundaries of the Sebastian River Improvement District,

He stated there are three important things to remember about the Lateral "D" Canal. Lateral D Canal is not located entirely within the boundaries of SRID. Lateral "D" Canal is not part of the drainage plan or drainage facilities of SRID and the Lateral "D" Canal is owned by SRID.

The rights as a property owner are significantly different than your rights as an improvement district. The City of Fellsmere's argument has been from the very beginning is that you as a property owner, and a private party to this 1942 easement and 1967 court decree have those rights with respect to the owners. Be that as of May, you have no right to regulate the land as a regulatory agency. The City's argument has been that they have overstepped, they cannot require people to get permits from them. Legally speaking, they have no right whatsoever to demand that a permit be obtained and that was the whole dispute.

The only thing the City have ever asked the Sebastian River Improvement District to do was to acknowledge that they cannot require landowners within the City of Fellsmere to obtain a permit.

Manager Mathes stated that the Sebastian River Improvement District position has always been in these interlocal drafts to be presented, is there mandating that the City put language that attempts to interpret the 96 Court decree in their favor, the City has no authority to interpret that court decree.

Attorney Rhodeback stated that because of the conflict the 164 process began. The 164 is the conflict resolution process when two government entities have a dispute, it is a step-by-step process on what must be done, it starts off with a resolution that must be the initiating entity.

On August 16, 2018, the City adopted Resolution No 2018-18 initiated conflict resolution process.

On October 10, 2018, the Initial Conflict Assessment to which SRID attending because they had to attend.

On May 23rd, 2019 the second Conflict Assessment meeting held in the IRC Administration Building, the SRID's attorney was not present and SRID sticks with its latest version of ILA.

On August 15th, 2019 had the First Joint Public Meeting of Elected officials held in the Fellsmere City Council Chambers, SRID fails to show even though they coordinated the date with the City.

On September 4th, 2019 the second Joint Public Meeting of Elected Officials and it was cancelled at the last minute and rescheduled to September 11th, 2019.

On September 11th, 2019 the second Joint Public Meeting of Elected Officials held at IRC Administration and no resolution reached.

On January 9th, 2020 Mediation was scheduled using Judge Kanarek as mediator. The mediation was coordinated with SRID, the mediator was recommended by SRID, the notice was drafted and published and prepared positions statement and they cancelled at the last minute. He stated at this point the City must decide to either let it go or file a lawsuit.

Manager Mathes stated has been trying to exchange drafts upon drafts upon draft with Mr. Bass and he got an email from him saying they will not enter any agreement while this court case is still ongoing.

Attorney Rhodeback stated if the City pursues a lawsuit against Sebastian River Improvement District, they have two potential claims they can file. Declaratory Judgement which is a court order stating SRID has no permitting authority over lands within the City of Fellsmere and a Bad-Faith during 164 process to recoup attorney's fees incurred for bad faith conduct. He discussed the pros and the cons of each claim. He stated that the concern with the declaratory judgment is the present lawsuit between the Corrigan's and SRID is that they will try to consolidate the City's lawsuit with the Corrigan's lawsuit which will increase the cost to the city tremendously.

Manager Mathes clarified the options to Council as follows: Option 1 is to do nothing; Option 2 is doing both the 164 bad faith and the policy issue and Option 3 is just focus on the 164 bad faith. And he recommended to call them on their bad faith efforts to seek reimbursement for the expenses that have already been incurred. He asked Council for their direction. After discussion Council agreed on option 3.

MOTION by Council Member Herrera **SECONDED** by Council Member Renick to accept option 3 to pursue lawsuit for bad faith under Chapter 164.

ALL AYES

MOTION CARRIED. 5-0

The presentation handouts have been added to these minutes.

12. NEW BUSINESS:

- (a) ORDINANCE NO. 2020-13/** AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AUTHORIZING AN EXTENSION OF THE TEMPORARY MORATORIUM INITIALLY IMPOSED BY ORDINANCE NO. 2018-06, AND SUBSEQUENTLY EXTENDED BY ORDINANCES NOS. 2019-01, 2019-07, 2020-01, AND 2020-04, FOR AN ADDITIONAL 12 MONTHS OR UNTIL A COMPREHENSIVE REVIEW OF THE IMPACT OF THE CITY'S ECOSYSTEM IS COMPLETED, PROHIBITING LAND APPLICATION ACTIVITIES OF CLASS B BIOSOLIDS; PROVIDING FOR STUDY AND POSSIBLE REGULATION OF CLASS B BIOSOLIDS APPLICATION ACTIVITIES; PROVIDING FOR RATIFICATION, EXTENSION OF TEMPORARY MORATORIUM, EXPIRATION OF TEMPORARY MORATORIUM, STUDY OF CLASS B BIOSOLIDS, AND EXHAUSTION OF ADMINISTRATIVE REMEDIES; AND PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE./ **1st Reading and set 2nd Reading and 1st and Final Public Hearing for January 14th, 2021 beginning at 7:00pm**

Mayor Tyson introduced the Resolution and Attorney Dill read Ordinance No 2020-13, by title only.

Manager Mathes stated that it is working slow as government often does. They have tried legislative action that did not work, and they are trying regulatory action on this process. And they must go through workshops, public hearings and they have gotten a lot of feedback. The County has been very active and making sure they stay up on it. The county did choose to go one year on their moratorium, so he is asking to stay in line with the county.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Renick **SECONDED** by Council Member Hernandez to accept the 1st public reading and set the 2nd public reading and 1st public hearing on January 14th, 2021 for **ORDINANCE No. 2020-13**

ROLL CALL: AYES: Council Member Herrera, Council Member Hernandez, Council Member Salgado, Council Member Renick and Mayor Tyson NAYS: None

MOTION CARRIED. 5-0

(b) RESOLUTION NO. 2020-25/ A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING RESOLUTION 2020-17 APPENDIX "A", SECTION 1, PART B, CAPACITY CHARGE; AMENDING TWO INCH (2") METER CHARGE; AMENDING APPENDING "A", SECTION 1, PART E, OTHER CHARGES, TO REFLECT CHANGES TO CHARGES FOR CITY OWNED AND PRIVATELY OWNED FIRE HYDRANTS; PURSUANT TO THE AUTHORITY OF ORDINANCE 2000-01, ARTICLE IV WATER AND WASTEWATER SERVICE; FURTHER PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

The City owns the hydrants as a piece of metal in the ground and the pipes that go with it. But the county is charged the responsibility of providing the maintenance and the annual flushing and testing that their operational. The City is required to maintain adequate capacity in its water plant for the firefighting needs. It is kind of like a partnership between the county through the fire district.

He asked the City to make a change to what is proposed on attachment C, which is related to fire hydrants there is currently a fee for city owned fire hydrants and a separate fee, which is a much higher fee for privately owned fire hydrants. The City does not do anything for either of those. The county does all the testing and maintenance for private or they work through the owner of those to get those done. The City's cost, whether it is a city owned hydrant, or a privately owned hydrant is the same. And that cost is simply no more than making sure the City has adequate capacity in the water plant to provide the fire flow means that is the \$73.60 in the agenda item as city owned hydrants. He asked Council to not go with the \$153.49 but use the exact same number for city owned hydrants and private hydrants because there is no different responsibility the City has on either of those two. And the other changes were a scrivener's errors, which were talked about the past just a typographical error.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Salgado **SECONDED** by Council Member Herrera to approve Resolution 2020-25 subject to changing the fire hydrant charge for privately owned hydrants from \$153.49 to \$73.60.

ALL AYES

MOTION CARRIED. 5-0

(c) Approval for purchase of a 2021 Bad Boy 61" Zero Turn Mower through Treasure Coast Lawn Equipment.

Manager Mathes stated the was a request from Andy the Public Works Director and that this is the best price he could find.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Herrera **SECONDED** by Council Member Hernandez to approve the purchase of a 2021 Bad Boy 61" Zero Turn Mower through Treasure Coast Lawn Equipment.

ALL AYES

MOTION CARRIED. 5-0

(d) Approval to award bid to lowest responsive and responsible bidder and authorize City

Manager to execute contract for Council Chamber Technology.

Manager Mathes stated this is something that Council has previously approved through the CARES Act agreement with the county. And is just implementing that now that he went out for three proposals only two were responsive. Staff is recommending going with the lowest, not just because it is the lowest by \$1,000 but because it is more responsive, and it covers all the things he asked for. The proposal is to replace the entire recording system, all the microphones, and to install a large Smart TV on the wall that will seamlessly allow to communicate through any type of technology. And it is justified as CARES Act funding because obviously by continuing with virtual meetings, Council must have the ability to present information to the public virtually. The company has assured him they can get this installed by the 30th of December.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Renick **SECONDED** by Council Member Salgado to award bid to lowest responsive and responsible bidder and authorize City Manager to execute contract for Council Chamber Technology.

ALL AYES

MOTION CARRIED. 5-0

(e) Approval for Code Abatement for 259 S. Pine. St.

He was asked by a resident to investigate the fact that she is continuing to pay on a Board of Adjustment/Code Enforcement Order for 259 S. Pine St. In 2010 that house had been converted to a typical flophouse. Probably housing, 14 individual, unrelated people, adults. And they had built a bathroom in the backyard. And it just was a mess, everything was unpermitted, the septic failed and because there was so much work that was unpermitted, it was just economically unfeasible to fix it, the owner walked away from the property, the City became owners of the property. But as part of that, there were still costs incurred beyond the value of the property and as code enforcement cases go, just because the City takes your property does not mean that is it, if it is not worth what you owe u still owe the City the balance. They have been paying \$100 a month since 2010 and it is not even the respondent the respondent died, it is their heirs that are paying.

He did an analysis just to see what they have paid. He believes they have made the City whole, the total owed is \$43,000. The property is booked at \$16,000, which is probably low. It is a large property, they have paid a certain amount to date, and they have \$3000 left to pay. The City's costs are less than \$22,000. Most of that 20,000 leftovers were daily fines. And so as typically if they have covered the cost plus a little extra Council can abate that, and he recommended abatement because they have paid over \$7800 and they are not getting the property back.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Herrera **SECONDED** by Council Member Salgado to approve Code Abatement for 259 S. Pine. St.

ALL AYES

MOTION CARRIED. 5-0

(f) Approval to declare 1005 Vernon Street as surplus property.

He stated this is a property that is owned by the City that is not needed for municipal purposes. This is one of those lots that it is the middle of a block really is not big enough for stormwater system. He stated they had previously talked about putting it back, and not just putting it back but also, instead of doing an open bid sale, when there is an ancestor or relative who lost the property, to try to put it back in that family's hands through negotiated sale. He introduced that to the Hall Carter community meeting, after he got the blessing from Council on that idea. And a resident stepped up because this used to be owned by one of his family members. And he is asking to buy it back, but this will not be final action. He will I bring it back in January as a public hearing.

Part of the negotiation is that the City no longer sells properties without a condition that the new owners build within a certain time because if they do not do what they are supposed to do reverse back to the City at no cost. And they basically wasted the entire purchase price. They will be made fully aware of the conditions, but it will be a negotiated sale, that will then have to advertise in the paper before it finalizes in case anybody wants to object to that negotiation. Will start January 14th with a public hearing to declare surplus. Staff will negotiate the terms and it will be brought back for council action after a couple advertisements. Manager Mathes stated he is not asking for action, just basically direction to staff to advertise the public hearing. Council Agreed to continue with the process.

(g) Approval of Contract with SPMR, LLC to lease proprietary software to allow utility staff to read meters with smart phones.

Manager Mathes stated that the handheld device has broken and because the city has had it so long, he cannot find a replacement because it is not made anymore. The handheld must be upgraded and that comes with an agreement, which has been revised by the City Attorneys'. The handheld device will allow staff to enter the information and allow staff to transfer that information seamlessly then to the City's computer systems in the office. This is not changing the meters; this is changing how the meters are read. He stated the only concern are there the Texas Venue, which means if the City ever had to sue, or were ever sued, the city would have to go to Texas to participate in court. He said the cost is very low and does not think its worthy of suing but wanted to make sure Council was aware.

Attorney Dill stated that if the City were to get into an argument, they will have to go to that state. He stated these people were extremely difficult to work with it was either their way or no way. He thinks it is because they know they have a good product.

Manager Mathes did state that they did hit the legal issues, so they gave them credit for that, there are no legal deficiencies in the contract. These are all policy decisions. Manager Mathes stated the minor nature of this, he is recommending moving forward. Putnam Moreman stated that they will eventually have to go to electronic meters they are great thing in terms of eliminating lost water consumption, problem is that they are extremely expensive. Staff is looking into grants.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Salgado **SECONDED** by Council Member Renick to approve of Contract with SPMR, LLC to lease proprietary software to allow utility staff to read meters with smart phones.

ALL AYES

MOTION CARRIED. 5-0

(h) Discussion on direct revisions to the development order for Police Detail at Sonrise

Manager Mathes gave a background on the development order for police detail at Sonrise. He stated Sonrise came into being around 2004 and had a second phase a year later in 2006. And the City noticed that there was an increased police activity, and the City felt that it was greater in proportion than the city overall and that they should be held responsible for that. And they entered a development order that required Sonrise support a police detail on the property, up to 30 hours a week and the number of hours would be determined by the Chief of Police and it was to cover both staff and equipment cost and vehicle cost at the time. There is an hourly rate that the City charges whenever the Police are out there, and are averaging about 30 hours a week, probably very close to the top end of what is allowed. That apartment complex was sold at the beginning of 2020 and the new owners came in and learned about all the things that they must pay for, and they want to know if there is any way they can get some relief from that. The development

order also required that the City do a review every year which has not been done.

The current requirements are listed at the very beginning of the agenda item summary explanation, that is any time the crime rate at Sunrise has five calls during any one month, two calls per month for three consecutive months or greater than 20 calls during any 12-month period would start the requirement for a police detail.

And all of these are generally met every month. The question is this fair to this organization. They looked at the crime statistics, and if you look at the statistics on the second page of the explanation of the agenda item, five calls per month, five calls during any one month is about 29%, almost 30% of the average calls for that month, two calls per month for three consecutive months is about equal to 12% of the average calls in greater than 20 calls per 12-month period is approximately 10% of the average calls, his first concern is that each of these metrics are not relatively proportional to the overall city average. The last one, which is greater than 20 calls, 10% of the calls, the city average is close to 17%. The city is holding them to a higher standard on that metric in the overall city or as the other one, the top one five calls per month 30% we are holding for a lower speed. He thought at a minimum the city should look at making these standards are relatively proportional. His recommendation is to leave the five calls during any 12 months during any one month alone. But change the other two as follows from two calls for three months, three consecutive months to three calls per three consecutive months and change the last one from 20 calls during a 12-month period to 33 calls, what that does is it changes each of the metrics to around the average of the city which is 16 or 17 percent.

And they have implemented several policies to help reduce. And he did see a little bit of that in the data on the bottom of the second page, they have reduced it from around 19% of the calls to 16% of the calls. They have made an improvement over less than a year of being new owners. With tighter screening of applicants, stronger enforcement of the rules and better relationship with the police department.

His recommendation would be to authorize staff to bring back a revised development order for Sunrise reflecting revised measures, as reflected in the second page. That is five calls during any one month, three calls per month for three consecutive months or more than 33 calls during the 12-month period. And that would require a public hearing and it might be brought back in probably February.

Attorney Warren Dill gave a background and history from 2003 to the present on how and why the police detail was put in place.

Manager Mathes asked Council to provide direction whether they are interested in attending this as a public hearing in the future. Council Agreed to proceed.

(i) Discussion on vacant land participation in the Stormwater Utility.

Manager Mathes stated that a prior council member had asked why vacant land was not charged in City's stormwater utility. And she had a point because in drainage calculations there is flow off vacant land does not absorb every drop of water. The City is having to deal with their water, which is what the stormwater utility is for. He reached out to the city's consultants who originally put up the stormwater utility and asked him what he felt would be the proper levy for a vacant lot. And in the agenda item, it shows a table of his recommendations, and he said it would be based upon the size of the land. A stormwater utility is \$5.15 per drainage unit. A vacant lot if the City were to move forward with this idea would only pay 12.5 percent of that \$5.15. If it were a larger lot, they would obviously pay a higher percentage, because there is more flow coming off that vacant land. There is not a lot of revenue that comes out of this. In total it would be about \$6,000 a year of extra revenue in the stormwater utility, that utility now gets about \$100,000 a year revenue.

Mayor Tyson asked if there was a lot of vacant land. Manager Mathes stated this is not the

entire City of Fellsmere, any land that does not drain to the Fellsmere water control district or drains to the St. John's headwaters is not included. It is just the historic part of the city and the few annexations that were done around the historic areas. There are over 450 vacant lots. He stated the funds would be collected by making a dummy water account and send them a monthly water bill.

Mayor Tyson asked if the owners all be notified. Manager Mathes stated there will be public hearings, but he can also mail them letters. Council Agreed.

(j) Approval of revised CARES Act funding Agreement #2 with Indian River County

When he first drafted this item, he was really focusing on some new guidance from the US government on how CARES Act dollars can be spent. Prior to a month ago, there was not clear direction on what the federal government would do in terms of requesting proof that employees who are responding to COVID are really employees responding to COVID, because the CARES Act allows you to use those dollars to pay for public health employees who are substantially involved responding to COVID. Before this amendment all the city did was offer the hazard pay to their police officers, they did not want to get too deep into that hole in case they change their guidance. They have changed the guides now and they made it very clear that they are not going to be asking for anything, if the local government says that person is substantially responsible for COVID, they are going to take their word for it. And the City already made a statement that the police department is out there responding and being substantially the frontline people in the city dealing with not just COVID but all the other things. It only made sense now with this new direction to go ahead and now seek reimbursement for the full staff salaries of the police department, frontline people, not the admin office, the city is only recommending we do that from this fiscal year, which is October 1st through December 30, which is when the CARES Act ends, that is approximately \$175,000. He stated with this the City would have spent \$484,000 of the \$600,000 that was allocated to the city. He stated the county will still use the extra \$300,000 on COVID, such as COVID programs of mortgage relief and business relief and the City residents can still benefit by participating in those programs.

He stated he would like one change, he had a conversation with a FEMA consultant, a private consultant who works for local governments to advocate when there's issues with FEMA. And the FEMA consultant recommended to his clients do their best to avoid seeking reimbursement from FEMA, through the disaster program for COVID. They have declared a national emergency for COVID, FEMA can provide reimbursement under their typical disaster program that is usually known for hurricanes and floods and fires. But because it is so different for FEMA, the consultant encouraged to use other funds if available. The City has been holding on to about \$15,000 of charges, that were going to seek reimbursement from FEMA through their public assistance program Disaster Relief Program that now he is recommend Council add and seek that reimbursement through the CARES Act. That \$15,000 was to cover personal protective equipment that was used for staff. And to cover the modifications the city had to do for their staff to be able work and had to buy cell phones, laptops, install a drop box outside so the public can drop off large documents like building permits, built shield walls in the planning and finance departments. And includes Attorney Dill's time to do special ads for virtual meetings. He is recommending increasing it to \$25,000 to cover additional costs the City may have in the next couple of months. It would be new item number 9 which would be PP Ease expenses required for telecommuting with staff and the virtual emergency protective measures. He also readjusted a few other dollar items in the agreement to reflect the final contracts in place.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Renick **SECONDED** by Council Member Herrera to approve the revised CARES Act funding Agreement #2 with the additional \$25,000 for emergency protective equipment.

ALL AYES

MOTION CARRIED. 5-0

12. ADJOURNMENT:

There being no further business Mayor Tyson adjourned the meeting at 9:06p.m.

These minutes were approved by the City Council of the City of Fellsmere this _____ day of January 2021.

CO20201210MINUTES.DOC

DISPUTE WITH SEBASTIAN RIVER IMPROVEMENT DISTRICT

Background

- **1927** → Graves Bros owned vast majority of lands in Figure 1
 - o Approx. 50,000 acres
 - o Includes:
 - Corrigan lands
 - Most of the Ansin lands
 - SRID lands
 - o Wanted plan of reclaiming and draining surface water, and irrigating lands
 - o Created statutory drainage district: SEBASTIAN RIVER DRAINAGE DISTRICT
- **1929** → Great Depression – quashed drainage plans
- **Sometime prior to 1939** → a dike and burrow ditch built along the western boundary of the District to protect SRID lands during heavy rainfall
 - o Ditch = “Lateral D Canal”
- **1939** → Drainage plan revisited:
 - o Land in the Sebastian River Drainage District reduced to approx. 10,000 acres
 - Why? Economics
 - See Figure 1 – Yellow Area
 - o Ansin lands and Corrigan lands left out of District
- **12/29/1942** → 2 Important Events:
 - o District conveyed easement to Graves Bros. – right to drain surface water from its land into Later D Canal (See Figure 2)
 - Land is depicted in Figure 1 – Blue Area
 - o Graves Bros conveyed Ansin lands and Corrigan lands to Ansin and Corrigan’s predecessor-in-title
- **1942 – 1967** → Owners of Ansin and Corrigan lands increased surface water drainage into Lateral D Canal and increased, deepened, and cleaned the Lateral D Canal
 - o The result? IT CAUSED FLOODING – it prevented water from draining out the Flood Plain into the Sebastian River as quickly as it should
- **Lawsuit filed** - 1967 Court Decree (Figure 3)
 - o Interpreted 1942 Easement – parties informed of their rights with respect to easement

3 Important Facts: (SEE FIGURE 4)

- o Lateral “D” Canal is not located entirely within the boundaries of SRID
- o Lateral “D” Canal is not part of the drainage plan or drainage facilities of SRID
- o The Lateral “D” Canal is owned by SRID

- 3/7/18 → Mr. Jeff Bass, Vice Chairman of SRID -- “Lateral D was never intended as a drainage ditch but if there was a development application for a property owner that wanted to drain into Lateral D that the SRID will require a permit that will be considered on a case by case basis.” Thereafter, there was a motion made by Mr. Bass, seconded by Mr. Hammond, “to have the SRID continue to operate the Lateral D Watershed under the 1967 Final Decree and if a property owner wants something different then apply for a SRID permit.”
-

164 Process

- 8/16/18 → City adopted Resolution No. 2018-18 – initiated conflict resolution process
- 10/10/18 → Initial Conflict Assessment Meeting
 - o Attended because they had to attend
- 5/23/19 → 2nd Conflict Assessment Meeting held in IRC Administration Building
 - o SRID’s attorney not present – SRID sticks with its latest version of ILA
- 8/15/19 → First Joint Public Meeting of Elected Officials held in Fellsmere City Council Chambers
 - o SRID fails to show even though it coordinated date with City
- 9/4/19 → Second Joint Public Meeting of Elected Officials cancelled
- 9/11/19 → 2nd Joint Public Meeting of Elected Officials held at IRC Administration Building
 - o No resolution reached
- 1/9/20 → Mediation scheduled using Judge Kanarek as mediator - CANCELLED
 - o Coordinated with SRID
 - o Mediator recommended by SRID
 - o Drafted and published notice
 - o Prepared positions statement
 - o Cancelled at last minute

2 Potential Claims:

- 1) **Declaratory Judgment** – Court Order stating SRID has no permitting authority over lands within the City of Fellsmere
- 2) **Bad-Faith During 164 Process** – Recoup attorney’s fees incurred for bad faith conduct

FIGURE 1

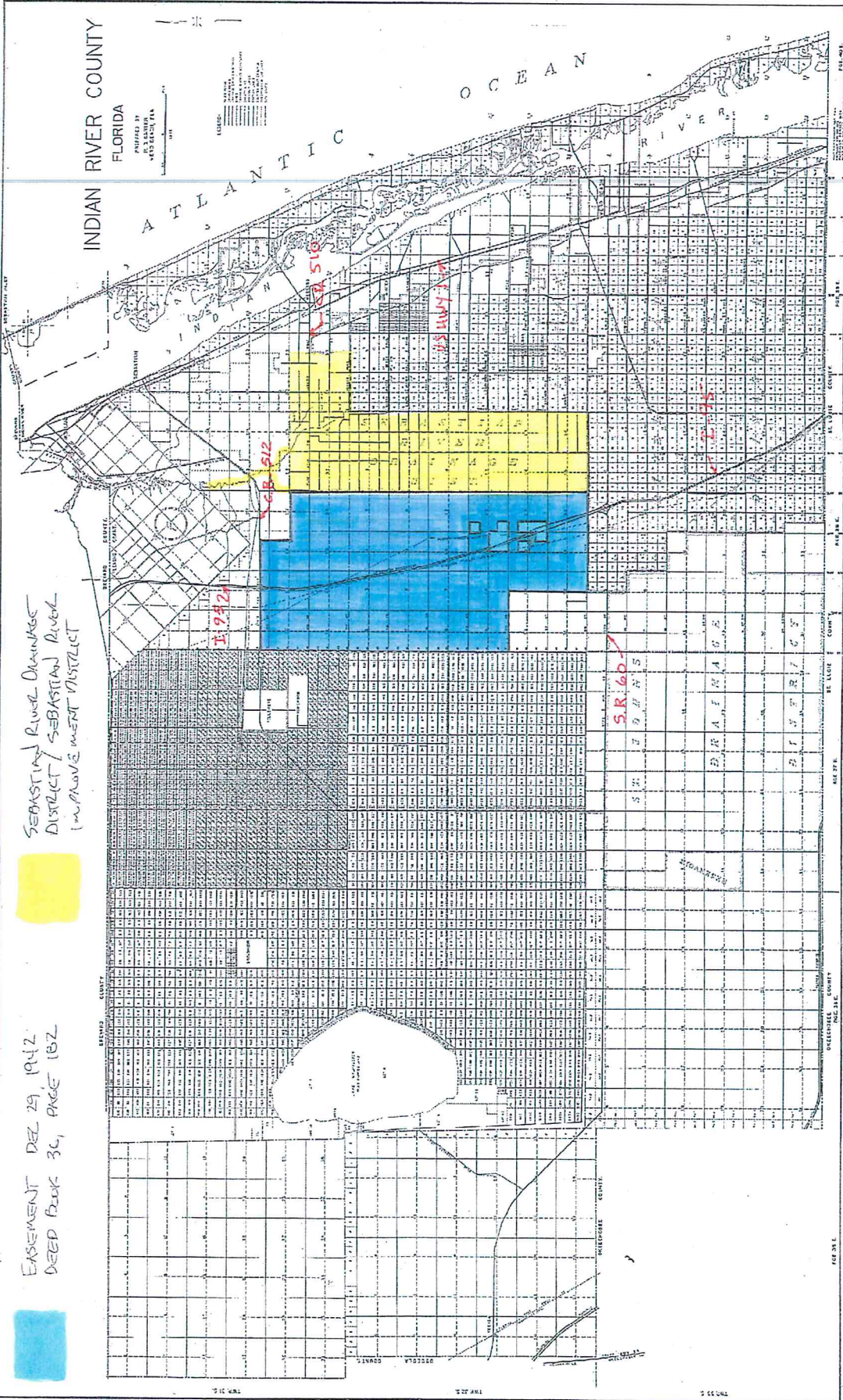


FIGURE 2

Sebastian River Drainage District,
a drainage district incorporated
under the laws of the State of
Florida

Instrument

Dated December 29, 1942

Filed April 10, 1943

Deed Book 36, Page 118

Consideration: \$0.00 & OVC

Indian River County Records

DB36 1182

to

Graves Brothers Company, a Florida
corporation

Give, convey and grant:

To drain surface waters from property situated in Indian River County, Florida,
described as follows, to-wit:

$\frac{1}{2}$ of $\frac{1}{4}$ of Section 19; $\frac{1}{2}$ of $\frac{1}{4}$ of Section 20; $\frac{1}{2}$ of $\frac{1}{4}$ of Section 21, except
the SW $\frac{1}{4}$ of SW $\frac{1}{4}$; $\frac{1}{2}$ of Section 27; all Section 28 except 1 $\frac{1}{2}$ of SW $\frac{1}{4}$; All Section
29, 30, 31, 32, 33 and 34, all in Township 31 South, Range 35 East;

All Sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 22, 23, 24; Section 21 except
the SW $\frac{1}{4}$; Section 22 except the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ and SW $\frac{1}{4}$ of SW $\frac{1}{4}$; Section 27 except the
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and 1 $\frac{1}{2}$ of SW $\frac{1}{4}$; Section 28 except the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ and SW $\frac{1}{4}$ of SW $\frac{1}{4}$; $\frac{1}{2}$
of Section 29; $\frac{1}{2}$ of Section 30; and all Sections 33 and 34, all in Township 32
South, Range 35 East;

Indian River County, Florida.

Excepting therefrom properties owned by grantor but including all lands entirely
situated within the outside boundary lines of the area above described.

Into a ditch owned by the grantor and existing at the date of this instrument and
which ditch is situated immediately adjacent to the East boundary line of Section
34 and of the $\frac{1}{2}$ of Section 27, Township 31 South, Range 35 East, and the West
boundary line of Sections 3, 10, 15, 22, 23 and 24, all in Township 32 South,
Range 35 East and which ditch drains through ditches of grantor in a northerly
direction into the Sebastian River.

This instrument is expressly conditioned upon the covenant of the grantor herewith
stated - that the grantor shall not at any time drain or attempt to drain any water
from the above described lands through or upon any lands situated within Sebastian
River Drainage District excepting only by means of the ditch provided for such

drainage under the provisions of this easement and that waters from any land other than those above described shall not be permitted or suffered to be or upon and over the lands above specifically described into said ditch provide this easement or upon, over, or through any lands situated within Sebastian Drainage District.

The grantee by the acceptance of this easement expressly agrees to all covenants herein contained and upon breach of any such covenant by the grantee, this Easement shall immediately terminate and be null and void and without the necessity of any action whatsoever by grantor to effect such termination.

This Easement shall be binding upon and inure to the benefit of the successors and assigns of the grantee herein and for each purpose shall be an Easement running with the lands above described but subject to termination by the grantor or its successors as hereinbefore provided. The covenants and obligations of the grantee as herein contained shall be binding upon and shall be performed by successors, assigns, and grantees of the grantee herein.

Signed: Sebastian River Drainage District, by J. H. Barnes, President and 1/2 of the Board of Supervisors thereof. (Corporate Seal)
Attest: J. A. Mann, Secretary. Two witnesses.

Acknowledged in County of Indian River, State of Florida, on December 29, 1944 by J. H. Barnes and J. A. Mann, respectively President and Secretary of said River Drainage District and the Board of Supervisors of the Sebastian River Drainage District, a corporation existing under the general drainage laws of the State of Florida, before Notary Public, with seal, whose commission expires March 1944.

FIGURE 3

IN THE CIRCUIT COURT, NINTH
JUDICIAL CIRCUIT IN AND FOR
INDIAN RIVER COUNTY, FLORIDA

NO. 7120-E

SEBASTIAN RIVER DRAINAGE
DISTRICT, a drainage district
organized and existing under the
general drainage laws of the State
of Florida,

Complainant,

vs.

SIDNEY D. ANSIN, RO-ED CORP-
ORATION, a Florida corporation,
ANWELT CORPORATION, a Massa-
chusetts corporation, HUGH
CORRIGAN and C. E. CORRIGAN,
husband and wife, HUGH CORRIGAN
III, and J. PAT CORRIGAN,

Defendants.

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1967 MAY 16 PM 3:58
RALPH HARRIS
CLERK CIRCUIT COURT
INDIAN RIVER COUNTY
FLORIDA

FINAL DECREE

This cause comes on for entry of final decree after trial before the Court. The plaintiff, through its second amended complaint, as amended, seeks the entry of a declaratory decree and injunctive relief. The defendants have filed their answers and amended counter-claims and also seek declaratory and injunctive relief. Briefs have been filed by the respective parties and they have been duly considered by the Court.

It appears from the evidence that in 1927 the creation of a drainage district under the general drainage laws of the State of Florida was planned to consist of all of the land now lying within the boundaries of the complainant, Sebastian River Drainage District (hereinafter referred to as the District), plus all of the land owned by the defendants, Sidney D. Ansin, Ro-Ed Corporation, and Anwelt Corporation (hereinafter referred to as the Ansin lands), plus all of the land owned by the defendants, Hugh Corrigan and C. E. Corrigan,

husband and wife, Hugh Corrigan III, and J. Pat Corrigan (hereinafter referred to as the Corrigan lands), and certain other lands. Before the creation of the planned drainage district was completed, the "boom" had busted, the national crisis of 1929 soon followed and the whole plan was put on the shelf - - - because of the economic situation - - -, until 1939, when the need for drainage was so badly felt that the subject was brought up again and at that time it was determined that it was not good business to take in all of the land that was originally contemplated to be included in the drainage district and the land to be included within the district was cut from approximately 50,000 acres to approximately 10,000 acres. (TR. 1965, Vol. 1, pages 61 and 62, Ptf.'s Exs. 11 and 14). In 1927 Graves Brothers Company was the owner of the great majority of the land which now comprises the District, plus the Ansin lands (approximately 10,000 acres) and plus the Corrigan lands (approximately 10,000 acres). In 1939 when the District was reduced from approximately 50,000 acres to approximately 10,000 acres, the Ansin lands and Corrigan lands, then still owned by Graves Brothers Company, were left out of the District and the west boundary of the S 1/2 of Section 26 and Section 35, Township 31 South, Range 38 East, and the west boundary of Section 2, 11, 14, 23, 26 and 35, Township 32 South, Range 38 East, became the west boundary of the District. In the original plan of the District in 1927, a large canal identified as D was planned to be constructed along what in 1939 became the west boundary of the District and this large canal was to continue north along the west side of N 1/2 of Section 26 and Section 23 and part of Section 14, in Township 31 South, Range 38 East, and enter the Sebastian River in Section 14. (Ptf.'s Ex. 11). When the originally planned District was reduced in size in 1939, the planned construction of this large canal D was abandoned (TR. 1965, Vol. 1, pages 84 and 98). Prior to 1939, a dike and a borrow ditch = Ditch D had been built along what became the west boundary of the District in 1939 and this borrow ditch is the ditch generally referred to in the pleadings and the evidence herein as Ditch D. This Ditch D extended northward along

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the common boundary line between the N 1/2 of Sections 26 and 27, Township 31 South, Range 38 East, and then northeasterly to the Sebastian Creek or Flood Plain (Plf.'s Ex. 14). Ditch D was not dug as a drainage ditch or canal but was dug as a result of borrowing dirt to build the dike (TR. 1965, Vol. 1, pages 83 and 84). Ditch D was in existence and the water therefrom flowed into the Sebastian Creek for some period of time while Graves Brothers Company owned the majority of the acreage now comprising the District and all of the acreage now known as the Ansin lands and the Corrigan lands (TR. 1966, Vol. 1, pages 126 and 127, and Plf.'s Ex. 14). During these years considerable acreage lying within the District had been developed into citrus groves and considerable acreage was used for other agricultural purposes, while the lands which are now the Ansin lands and the Corrigan lands were wild and unimproved, other than some agricultural use of a very limited acreage.

On December 29, 1942, the District executed an easement to Graves Brothers Company, granting to said Company the right to drain surface waters from the land which is now the Ansin lands and the Corrigan lands into Ditch D (Dfts.' Ex. 8-A). Also on December 29, 1942, Graves Brothers Company conveyed the land which is now the Ansin lands and the Corrigan lands by warranty deed to defendants Ansin's and Corrigan's predecessors in title and by a specific provision in said deed, conveyed to the grantees the easement from the District to Graves Brothers Company (Dfts.' Ex. 7-A).

Ditch D is not inside the District's dike, but is immediately to the west of the west dike of the District and is in fact not a part of the actual drainage facilities within the District, but is located upon lands belonging to the District (Plf.'s Ex. 18 and Dfts.' Ex. 7-A). Ditch D, since the construction of the west dike of the District, has been used by the District to relieve water which might otherwise tend to accumulate immediately west of the dike in times of heavy rains and flooding and thus tends to minimize a break-through of the west dike of the District and a resulting flooding of the lands within the District (TR. 1965, Vol. 1, pages 71 and 72, and TR. 1966, Vol. 1, pages 66, 74 and 75).

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Mr. J. Hubert Graves, a supervisor of the District and President of Graves Brothers Company in 1942 when the District executed the easement above mentioned to Graves Brothers Company (Dits. Ex. 8-A) and Graves Brothers Company conveyed the Ansin lands and Corrigan lands to the defendants predecessors in title, testified:

"The land was sold for the grazing of cattle, and the intent of the easement was the drainage of the water from the cattle pasture. And it was our understanding they were to connect up the ponds from the natural outlets into the easement canal there - - - I might say at this point, we never anticipated any highly intensive use of the land such as a grove being put in there or, certainly, the easement would not have been given - - - because if they are going to put in that kind of a development, we felt they should have gone back to the original Plan of Reclamation for the drainage district for the whole area there." (TR. 1966, Vol. 1, page 132)

Within the past several years, several hundred acres in the Ansin lands have been planted in citrus and additional plantings are presently contemplated. Lateral ditches are constructed in these citrus properties and then a large ditch or canal takes the water from these lateral ditches into Ditch D. In times of excessive rain and flooding, pumps are used to pump water from the Ansin lands into Ditch D. During the immediate past few years, improved pastures have been developed in the Corrigan lands and a large canal flowing into Ditch D has been dug and used to accelerate the flow of water from the Corrigan lands into Ditch D. The owners of the Ansin lands and the Corrigan lands and their predecessors in title have, on different occasions, cleaned, deepened and enlarged Ditch D.

During the immediate past few years the District has sought to enlarge and improve its drainage facilities and in this connection has acquired a Flood Plain along the course of the Sebastian Creek and into the Sebastian River (Plf.'s Ex. 14 and Dits. Ex. 5). In periods of excessive rains and flood times, the drainage facilities of the District utilize the full capacity of

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3

the Flood Plain. The Flood Plain is the main facility or out-let to remove water from the District's drainage facilities into the Sebastian River. In periods of excessive rains and flood times, with the increased drainage from the Ansin lands, (approximately 10,000 acres) and the increased drainage from the Corrigan lands, (approximately 10,000 acres) into Ditch D, and in turn into the Flood Plain, downstream from the drainage facilities of the District, an overtaxing of the Flood Plain occurs and in turn water is not permitted to move out of the drainage facilities of the District through the Flood Plain and into the Sebastian River as readily and as rapidly as would otherwise occur, if the increased volume of water due to the increased drainage of the Ansin lands and the Corrigan lands through Ditch D had not been brought into existence.

Mr. E. E. Carter, Engineer for the District, testified:

"Q Mr. Carter, what I am trying to get at, perhaps I am not framing the questions to well, is whether or not the amount of water flowing in Ditch D, into the cutoff canal and the right-of-way of the Sebastian River Drainage District and the flood plain, can have an effect upon the water level within the boundaries of the district?

A Yes, it can; very definitely.

Q Would you explain that, please?

A Well, this gets to be kind of hairy, but we have a diversion-dike down there that runs water down into the Sebastian River, that is taking the water at the moment, up until recently very slowly off the Corrigan and Ansin lands down there. That is, the rate of flow was slow, and it eased on down into the river and into the flood plain and away. And we came along in the last couple of years and instigated improvements of the Sebastian River Drainage District, under Public Law 566, and cut canals, Lateral C, and had put control structures in there, and acquired the flood plain down to the Sebastian Creek to insure ample discharge for the waters of the Sebastian River Drainage District, and to take the normal flow, easy flow, of water off the lands to the west. And as we come along and enlarge those facilities to the west and dump the water into the flood plain that wasn't designed to carry it, and certainly, it is going to raise the state of water in the flood plain to the extent that it will reflect back up and effect the canals in the Indian River and the Sebastian River Drainage District. In all probability it will damage the root system of the groves, and in some places flood the groves up there. It is as simple as that. The canals from

the west leading into Lateral D, had very little or limited capacity and Lateral D could take care of it easy. And now we are loading up Lateral D, with the sum total of the capacity of Lateral D and, therefore, it is stacking up behind the dike and we run the dangerous risk of the dike breaking, and we run a considerable risk in raising the stage of the water in the Sebastian River until it impedes the flow of Lateral C and Lateral L canals." (TR. 1966, pages 73-75)

The Court finds from a consideration of all of the evidence that Ditch D was not dug or constructed to drain or for the purpose of draining the Ansin and Corrigan lands and that no one ever intended that it would be adequate for such purpose. Further, when the District executed the easement to Graves Brothers Company (Dfts. Ex. 8-A), the parties thereto did not intend that the privilege to drain surface waters contained in said easement would be adequate to drain the Ansin and Corrigan lands. If the Ansin and Corrigan lands are to be reasonably and adequately drained during periods of heavy rains and flood times, a large canal such as Canal D shown on the original plans of the District, when the District was being engineered to serve approximately 50,000 acres, or some other equivalent canal, which would enter the Sebastian River some reasonable distance downstream from the District's Flood Plain, will have to be constructed. (Plf.'s Ex. 11)

The plaintiff, through its second amended complaint and amendment thereto, seeks a declaratory decree determining:

(a) That the Defendants do not have the right or privilege under the provisions of said easement (Dfts. Ex. 8-A) or warranty deed (Dfts. Ex. 7-A) to clean or enlarge said Ditch D without the consent and approval of complainant (District).

(b) That the Defendants do not have the right or privilege under the provisions of said easement or warranty deed to dig lateral ditches across the right-of-way of the complainant drainage district and to use said lateral ditches for the drainage of their lands into said Ditch D by means of natural flow of water.

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(c) That the Defendants do not have the right or privilege under the provisions of said easement and warranty deed to drain waters from their lands into said Ditch D by forced flow or by the use of pumps.

(d) That the privilege under said easement to drain surface waters into said Ditch D does not include the right or privilege to use said Ditch D in the manner set out in (a), (b) and (c) above.

The Court further finds from a consideration of all of the evidence that the plaintiff has proved its case by a preponderance of the evidence and that the equities herein are in favor of the plaintiff and against the defendants and that the plaintiff is entitled to declaratory and injunctive relief, and that:

(A) The owners of the Ansin lands and the owners of the Corrigan lands have the right to reasonably clean and maintain Ditch D from time to time when necessary, as long as such cleaning shall be done in a manner so that Ditch D is not enlarged in any manner through such operation.

The District also has the right to clean and maintain Ditch D from time to time should it determine to do so; but it is not required to clean and maintain Ditch D unless it so determines for the District's benefit.

"Generally the owner of land subject to an easement of a nature which requires the maintenance of means for its enjoyment is not bound to keep such means in repair or to sustain any expense in maintaining them in a proper condition, in the absence of an agreement binding him to maintain or repair the easement. It is the duty and privilege of the dominant owner to prepare or construct the easement and make repairs for its use or enjoyment, since the easement itself belongs to him."

11 Fla. Jur., page 259, Easements,
Section 35.

"As a general rule, in the absence of an agreement, the owner of land subject to an easement of a nature which requires the maintenance of means for its enjoyment is not bound to keep such means in repair or to sustain any expense in maintaining them in a proper condition. The duty and privilege of constructing an easement or of making repairs for its use or enjoyment rests upon the owner of the dominant tenement, since the easement itself is his particular property. It has been held that a failure on his part for an unreasonable length of time to make repairs amounts to an abandonment of the easement. He is not bound, however, to

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repair and maintain for the benefit of the servient tenement. The dominant owner has the right of access to make repairs and may enter upon the servient estate for this purpose. He may not, however, inflict any unnecessary injury. 17 Am Jur 1003, Easements, Sec. 108."

169 A. L. R. 1147-1148

(B) The owners of the Ansin lands and the owners of the Corrigan lands do not have the right to enlarge Ditch D by widening, deepening or enlarging it in any manner.

"The cited case illustrates a general principle governing all easements, whether acquired by user, express grant, dedication, or by implication from the circumstances of a particular transaction: that the burden of a right of way upon the servient estate must not be increased to any greater extent than reasonably necessary and contemplated at the time of initial acquisition. Compare *Brooks-Garrison Hotel Corp. v. Sara Inv. Co., Fla.*, 61 So.2d 913: 'Every easement carries with it by implication the right, sometimes called a secondary easement, of doing what is reasonably necessary for the full enjoyment of the easement itself * * * (but) the right is limited and must be exercised in such reasonable manner as not injuriously to increase the burden upon the servient tenement * * * (Emphasis supplied.) 28 C. J. S., Easements, Sec. 76(b), page 754. 'According to the present state of authorities, it appears that the grantee of a right of way is not entitled to increase the legitimate burden. * * * And the legal extent of the right * * * must, it seems, be ascertained from the intention of the parties at the time when the right was created.' (Emphasis supplied.) Gale on Easements, 12th Ed., pp. 324-325."

Crutchfield, et al., v. F. A. Sebring Realty Co., Fla., 1954, 69 So.2d 328-330.

"The appellant was not granted an unlimited right to use the lands of the grantor; and what we here hold is to permit such reasonable use to be made of the servient lands as to accomplish that which the parties contemplated at the time of the grant, as evidenced by what the owner of the easement did pursuant to the grant within a reasonable time thereafter, with the acquiescence of the landowner. It would not be consistent with established law to permit the owner of the easement to make extensions of its right of way whenever new conditions or demands for its services require additional use of the servient lands; for to do so would subject the servient lands to potentially unlimited future burdens, the extent of which would never be fixed. Such unlimited right was not expressly granted, and on sound principle, we should not so interpret them to inhere in the general grant."

Capital Electric Power Association v. Hinson, Supreme Court of Mississippi, 1956, 84 So.2d 409-413.

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(C) The owners of the Ansin lands and the owners of the Corrigan lands have the right to dig and construct such ditches from their lands into Ditch D as are reasonably necessary to drain surface waters from their lands as long as such ditches are not dug deeper than is reasonably necessary in order to drain the water which from time to time accumulates in the various ponds or low spots on said lands from such ponds or low spots into Ditch D.

"Every easement carries with it by implication the right, sometimes called a secondary easement, of doing whatever is reasonably necessary for the full enjoyment of the easement itself. However, the extent of an implied or secondary easement depends upon the purpose and extent of the grant of the primary easement. The right is limited, and must be exercised in such reasonable manner as not injuriously to increase the burden upon the servient tenement; and no presumption of an incidental grant can be entertained where it conflicts with the express terms of the grant or where the thing expressly granted contains within itself adequate means by which it reasonably may be enjoyed. Moreover, nothing passes by implication as incident to a grant except what is reasonably necessary to its fair enjoyment. What is reasonably necessary for the full enjoyment of the easement will be determined by a construction of the language of the express grant considered in the light of the surrounding circumstances, including the condition and character of the servient tenement and the requirements of the grantee."

28 C. J. S., page 754, Easements,
Section 76(b).

(D) The owners of the Ansin lands and the owners of the Corrigan lands have a right under the easement (Dfts. ' Ex. 8-A) and the warranty deed (Dfts. ' Ex. 7-A) to drain surface waters into Ditch D.

(E) Nothing other than surface waters (except some water from several artesian wells of an infinitesimal amount and of no consequence when viewed in light of the overall problem involved) has been drained from the Ansin lands and the Corrigan lands into Ditch D.

(F) The owners of the Ansin lands and the owners of the Corrigan lands do not have the right to force drain through use of pumps any water

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from their lands into Ditch D or to do any act or acts whatsoever at any place on their lands which forces or accelerates the flow of water from their lands into Ditch D faster than it would flow through ditches into Ditch D without such act or acts being done or such force being applied or such acceleration being brought about or created.

The evidence shows that pumping water from the Ansin lands and the Corrigan lands into Ditch D during periods of heavy rains and flood times overtaxes the capacity of Ditch D and causes water to 'stack up' in Ditch D and against the District's west dike, creating a potential 'break-through' and, in the event a 'break-through' should occur, causing probable serious and irreparable damage to some 8,000 acres of citrus acreage within the District (TR. 1965, Vol. 1, page 71) and, in addition, such pumping during periods of heavy rains and flood times causes the acceleration of large volumes of water through Ditch D to the District's Flood Plain and makes it impossible for the waters from the District's drainage facilities to move through the District's Flood Plain as rapidly as it would otherwise do. If such large volumes of water were not accelerated through Ditch D and into the Flood Plain, and in such manner causing probable serious and irreparable damage to large citrus acreages within the District through holding excess water in the District during such periods of time (TR. 1966, Vol. 1, pages 74 and 75).

"Easements once granted and fixed are not subject to the whims of either the dominant or servient owners of the land and can only be changed by the mutual consent of the parties."

Florida Power Corporation v. Hicks,
Fla. App. 1963, 156 So. 2d 408-410,
and Capital Electric Power Association v. Hibson, supra.

(G) Under the easement (Dfts. Ex. 8-A) and the warranty deed (Dfts. Ex. 7-A), the draining of surface waters from the Ansin lands and the Corrigan lands into Ditch D does not constitute draining water in, upon, over or under any lands situated within the District, and the owners of the Ansin

lands and the owners of the Corrigan lands do not have the right to drain any waters from their lands or any other lands in, upon, over, under or through any other lands situated within the District, unless with the express consent in writing of the Board of Supervisors of the District first had and obtained (Dfts. Ex. 7-A).

Upon consideration, it is

ORDERED, ADJUDGED AND DECREED:

(1) That the defendants, Sidney D. Ansin, Ro-Ed Corporation, a Florida corporation, and Anwelt Corporation, a Massachusetts corporation, Hugh Corrigan and C. E. Corrigan, husband and wife, Hugh Corrigan III and J. Pat Corrigan, have the right to reasonably clean and maintain Ditch D from time to time when necessary, as long as such cleaning shall be done in a manner so that Ditch D, is not enlarged. In any manner through such operation.

The Sebastian River Drainage District also has the right to clean and maintain Ditch D from time to time should it determine to do so, but it is not required to clean and maintain Ditch D unless it so determines for the District's benefit.

(2) That the defendants named in paragraph (1) above do not have the right to enlarge Ditch D by widening, deepening or enlarging it in any manner, and that said defendants, their officers, agents, servants and employees, be and they are hereby ^{re-}strained and enjoined from in any way widening, deepening or enlarging Ditch D in any manner whatsoever, unless with the express consent in writing of the Board of Supervisors of the Sebastian River Drainage District first had and obtained, or until further order of Court.

(3) That the defendants named in paragraph (1) above have the right to dig and construct such ditches from their lands into Ditch D as are reasonably necessary to drain surface waters from their lands, as long such ditches

are not dug any deeper than is reasonably necessary in order to drain the water which from time to time accumulates in the various ponds or low spots on said lands from such ponds or low spots into Ditch D, and that said defendants, their officers, agents, servants and employees be and they are hereby restrained and enjoined from digging and constructing any ditch or ditches from their lands into Ditch D any deeper than is reasonably necessary in order to drain the water which from time to time accumulates in the various ponds and low spots on said lands from such ponds and low spots into Ditch D, unless with the express consent in writing of the Board of Supervisors of the Sebastian River Drainage District first had and obtained, or until further order of Court.

(4) That the defendants named in paragraph (1) have a right under that certain easement executed by Sebastian River Drainage District to Graves Brothers Company, dated December 29, 1942, and filed and recorded in Deed Book 36, on page 182, Public Records of Indian River County, Florida, (Dfts.' Ex. 8-A); and that certain warranty deed executed by Graves Brothers Company to Alto Adams and Irlo Bronson, dated December 29, 1942, and filed and recorded in Deed Book 34, on page 527, Public Records of Indian River County, Florida, (Dfts.' Ex. 7-A), to drain surface waters from their lands into Ditch D.

(5) That nothing other than surface waters (except some water from several artesian wells of an infinitesimal amount and of no consequence when viewed in the light of the overall problem involved) has been drained from the Ansin lands and the Corrigan lands into Ditch D.

(6) That the defendants do not have the right to force drain through use of pumps any water from their lands into Ditch D or to do any act or acts whatsoever at any place on their lands which forces

or accelerates the flow of water from their lands into Ditch D faster than it would flow through ditches into Ditch D without such act or acts being done or such force being applied or such acceleration being brought about or created, and that said defendants, their officers, agents, servants and employees be and they are hereby restrained and enjoined from force draining through the use of pumps any waters from their lands into Ditch D or from doing any other act or acts whatsoever at any place on their lands which forces or accelerates the flow of water from their lands into Ditch D faster than it would flow through ditches into Ditch D without such pumping or such act or acts being done or such force being applied or such acceleration being brought about or created, unless with the express consent in writing of the Board of Supervisors of the Board of Supervisors of the Sebastian River Drainage District first had and obtained or until further order of Court.

(7) That under the easement and the warranty deed specifically described in paragraph (4) above, the draining of surface waters from the Ansin lands and the Corrigan lands into Ditch D does not constitute draining water in, upon, over or under lands situated within Sebastian River Drainage District, and the defendants named in paragraph (1) above do not have the right to drain any waters from their lands or from any other lands in, upon, over, under or through any land situated within the District unless with the express consent in writing of the Board of Supervisors of the Sebastian River Drainage District first had and obtained.

(8) That any relief prayed for by the plaintiff or by any counter-claimant not hereinabove granted is denied.

(9) That the plaintiff and the defendants, and each of them; respectively, shall bear the costs incurred by them herein.

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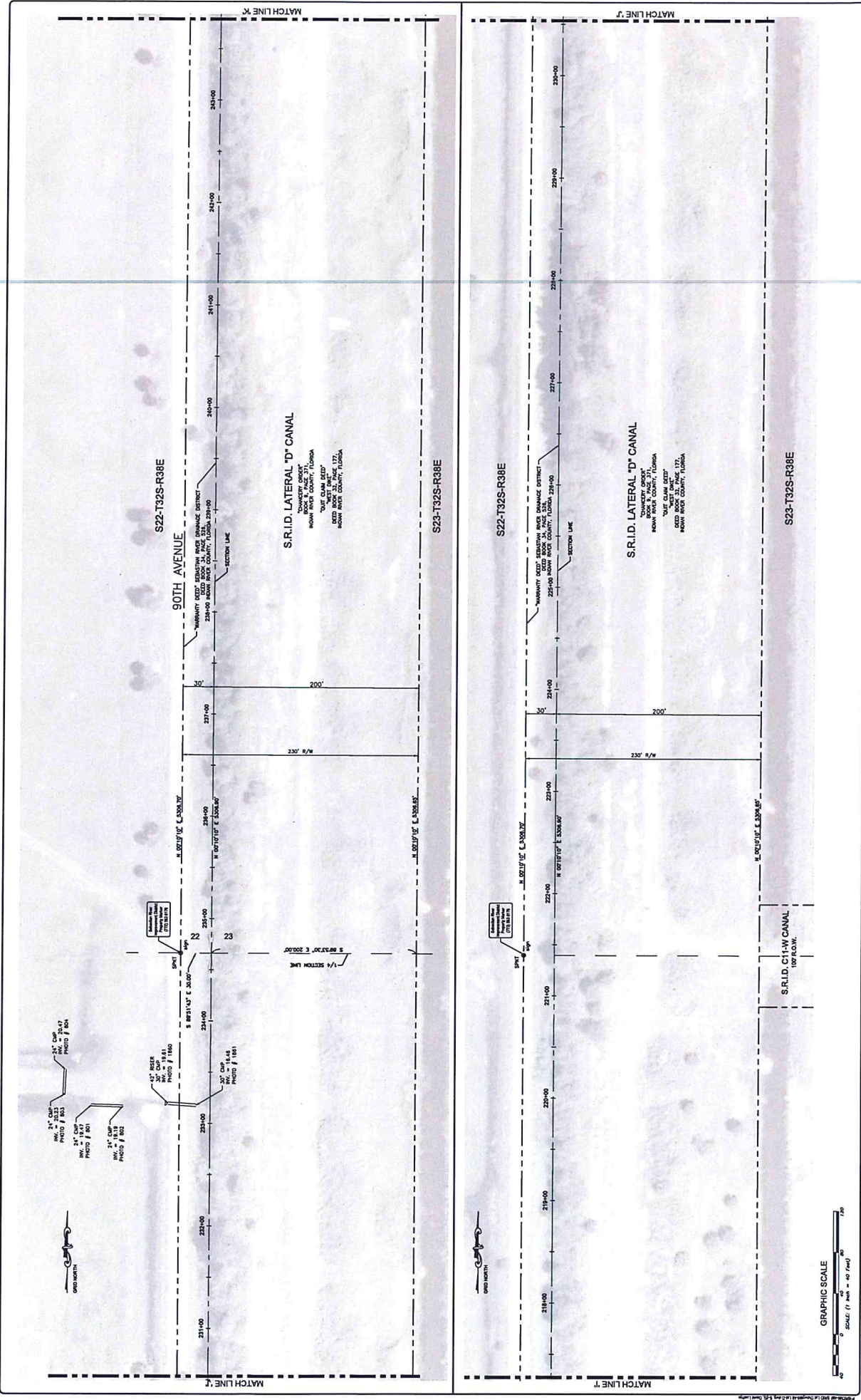
(10) That the Court reserves jurisdiction of this cause for any and all purposes in connection with the enforcement of this decree.

DONE AND ORDERED at Vero Beach, Indian River, County, Florida, this 14th day of May, A. D. 1967.


CIRCUIT JUDGE

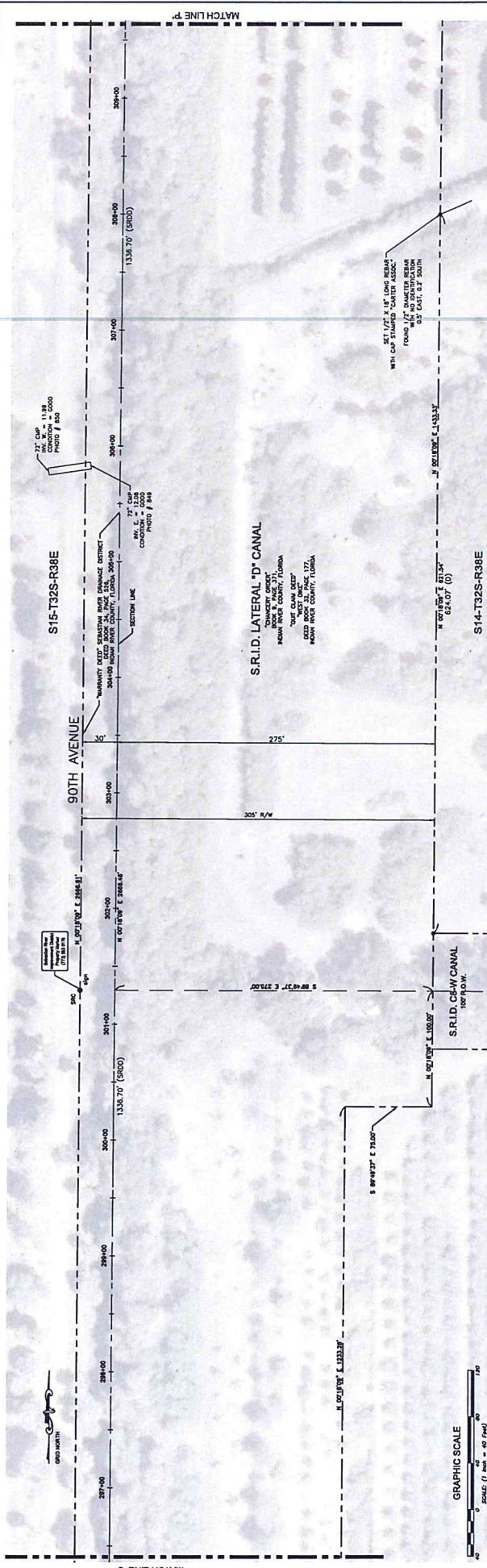
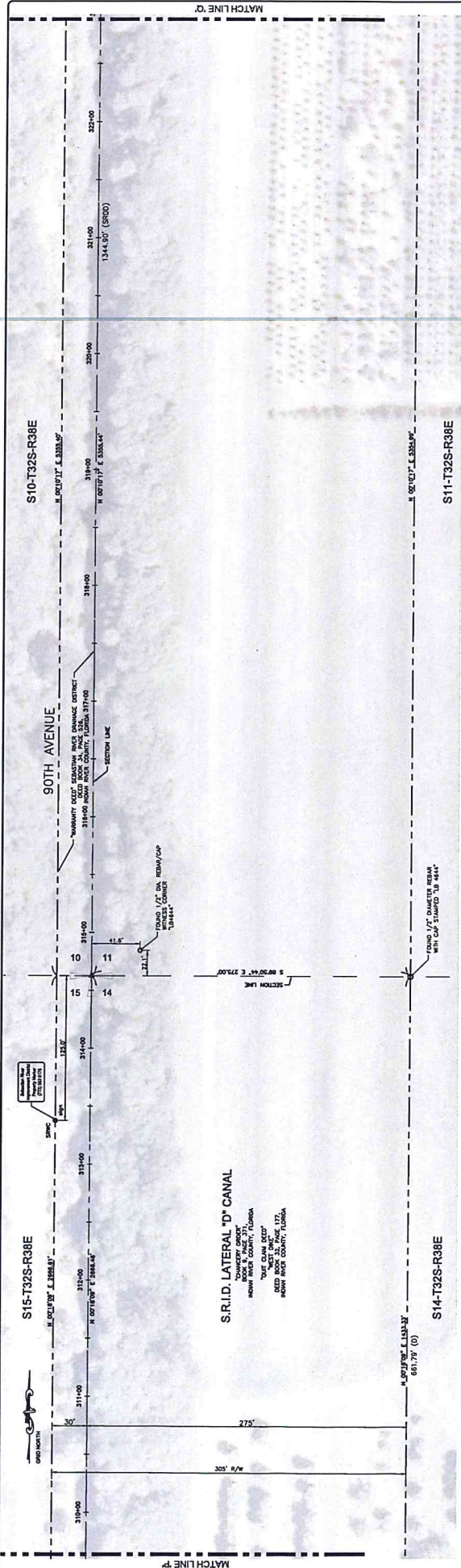
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<p>SEBASTIAN RIVER IMPROVEMENT DISTRICT 105 S. 142nd AVENUE VERO BEACH, FLORIDA</p>		<p>CARTER ASSOCIATES, INC. CONSULTING ENGINEERS AND LAND SURVEYORS 1708 21st STREET, VERO BEACH, FL 32960 TEL: (772) 562-4191 FAX: (772) 562-7180</p>		<p>DATE: JANUARY 6, 2011 PROJ.#: 08-0616-01 APP'D BY: ESC DRAWN BY: BOWEN/LSA PLOTTED BY: BOWEN/LSA REF.#: 10-3233 C.B. S.V.#: 7425-3102</p>	
<p>NO. REVISION</p>		<p>BY DATE</p>		<p>SHEET 5 Draw # 19395C</p>	
<p>LATERAL 'D' CANAL RIGHT OF WAY AND EXISTING STORMWATER STRUCTURE INVENTORY PART OF TOWNSHIP 31 AND 32 SOUTH, RANGE 38 EAST INDIAN RIVER COUNTY, FLORIDA PLAN VIEW</p>					

GRAPHIC SCALE
 SCALE: (1 inch = 40 feet)



NO.	REVISION	BY	DATE

GRAPHIC SCALE
SCALE: (1 inch = 40 feet)

SEBASTIAN RIVER IMPROVEMENT DISTRICT
925 SW 122nd AVENUE
VERO BEACH, FLORIDA

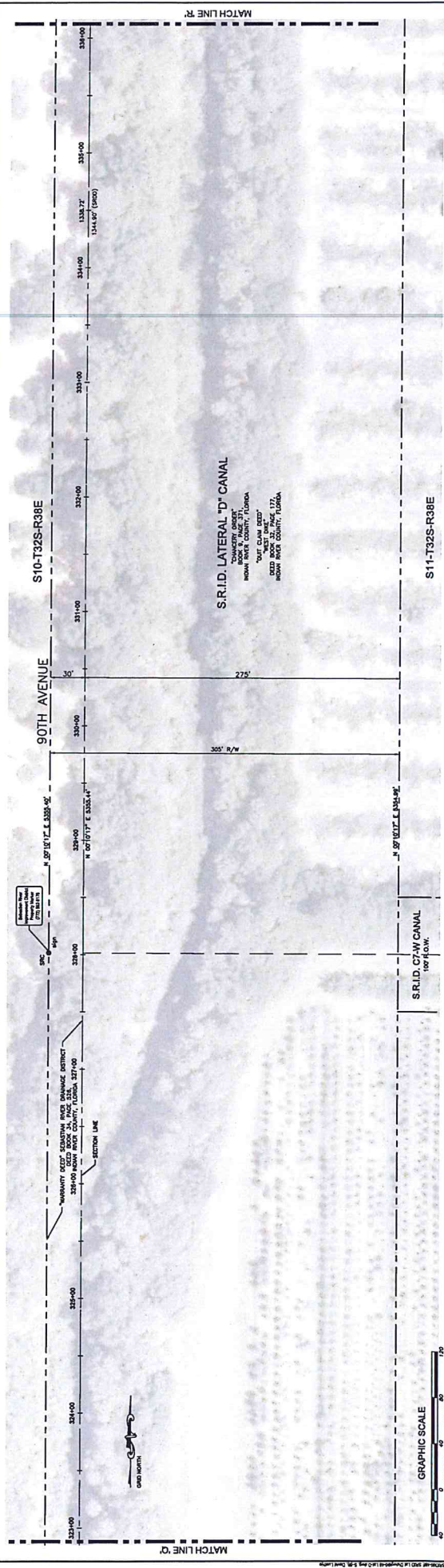
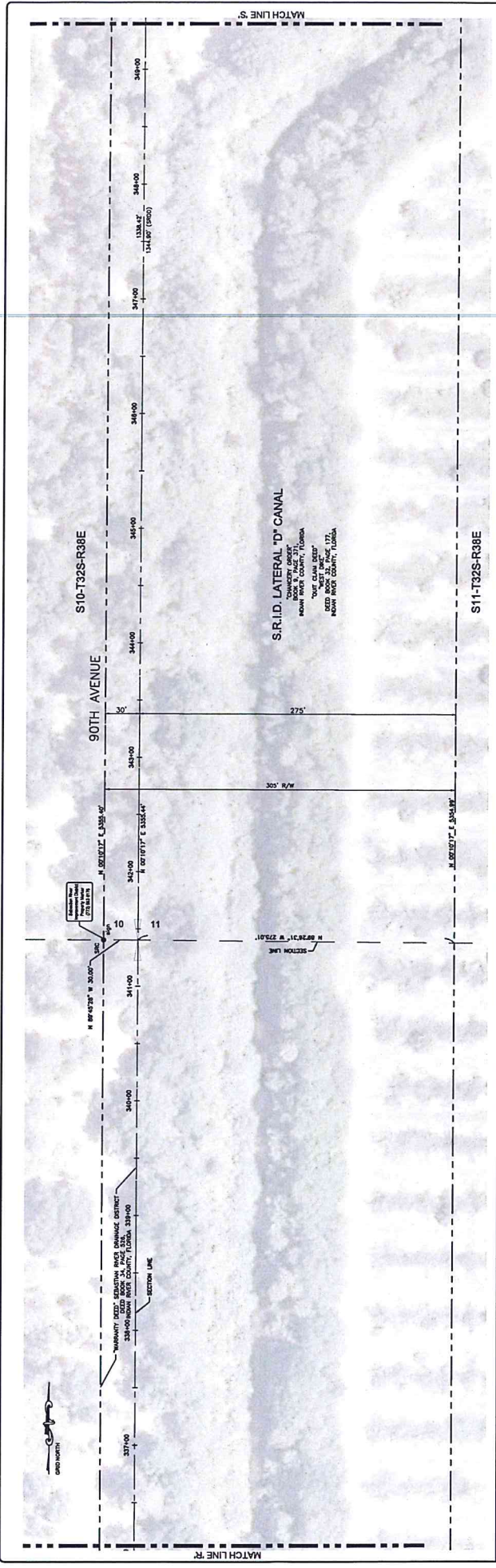
DATE: JANUARY 8, 2013
DRAWN BY: DAVID S. D
APPROVED BY: FSC
PROJECT NO.: 10-2833
FILE NAME: S414L02.dwg
REF # : 10-2833
P.L. NO. : 17423-2423

THIS SURVEY CONSISTS OF 15 SHEETS.
ONE IS NOT VALID WITHOUT THE OTHERS.

CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1708 2161 STREET, VERO BEACH, FL 32960
TEL: (772) 236-1191 FAX: (772) 562-7148

LATERAL 'D' CANAL
RIGHT OF WAY AND EXISTING STRUCTURES INVENTORY
PART OF TOWNSHIP 31 AND 32 SOUTH, RANGE 38 EAST
INDIAN RIVER COUNTY, FLORIDA
PLAN VIEW

SHEET
8
DWG # 103935-C



NO.	REVISION	BY	DATE

SEBASTIAN RIVER IMPROVEMENT DISTRICT
 925 SW 122nd AVENUE
 VERO BEACH, FLORIDA

TEL: (772) 396-1191 FAX: (772) 362-7148

CARTER ASSOCIATES, INC.
 CONSULTING ENGINEERS AND LAND SURVEYORS
 1708 2161 STREET, VERO BEACH, FL 32960
 TEL: (772) 396-1191 FAX: (772) 362-7148

THIS SURVEY CONSISTS OF 15 SHEETS.
 ONE IS NOT VALID WITHOUT THE OTHERS.

DATE: JANUARY 8, 2013
 DRAWN BY: DAUFREY, D
 APPRO. BY: FSC
 FILE NAME: 84410.dwg
 REF # : 10-2833
 P.L. # : 117423-042

LATERAL 'D' CANAL
 RIGHT OF WAY AND EXISTING STORMWATER STRUCTURE INVENTORY
 PART OF TOWNSHIP 31 AND 32 SOUTH, RANGE 38 EAST
 INDIAN RIVER COUNTY, FLORIDA
 PLAN VIEW

SHEET **9**
 OF 14
 DWG # 18395-C

PROCLAMATION

WHEREAS, Palm Bay residents Larry and Joyce Clay are Good Samaritans whose personal mission is to acquire free produce and other goods from authorized sources to disseminate to people in need, and...

WHEREAS, Larry and Joyce Clay have "adopted" the City of Fellsmere as their community of choice for these free food distributions and...

WHEREAS, Larry and Joyce Clay partnered with the Fellsmere Police Department to help coordinate the dissemination of food and initiated their first distribution to Fellsmere area residents on April 15, 2020, and...

WHEREAS, Despite the restricted social interaction conditions created by the current pandemic, the Clays have to date, coordinated 27 distributions consisting of thousands of dollars in free food in a safe and efficient manner to Fellsmere area residents, and...

WHEREAS, while each distribution is unique in the time and location it is conducted, the Clays always remain until all food is disseminated or residents stop coming, sometimes as late as 11:00 PM.

NOW, THEREFORE, I, Joel Tyson, Mayor of the City of Fellsmere, Florida do hereby call upon all citizens to join me and the City of Fellsmere in recognizing Larry and Joyce Clay for their kindness, generosity, and unselfish efforts to help improve the quality of life in Fellsmere through free food distributions on this 14th day of January, 2021.

Joel Tyson, Mayor

PROCLAMATION

WHEREAS, Detective Lawrence F. Lawson began his career in law enforcement as a Correction Officer for the Dade County Department of Corrections and Rehabilitation in February 1980, and...

WHEREAS, Detective Lawson served as an officer and investigator in multiple law enforcement agencies throughout his career to include the Delray Beach Police Department, Port Saint Lucie Police Department, Martin County Sheriff's Office, Florida Fish and Wildlife Commission, and the Office of the States' Attorney, 19th Judicial Circuit, and...

WHEREAS, Detective Lawson had a parallel career in Education at the Indian River State College Police Academy serving as the Criminal Justice Institute's coordinator for four years and as the Institute's Director and Criminal Justice Department Chair for fourteen years, and...

WHEREAS, Detective Lawson began his service to the citizens of Fellsmere as a Reserve Police Officer in September 2008, was elevated to full time police officer in April of 2014 and then Detective in January 2015, and...

WHEREAS, during his tenure as a Fellsmere officer, Detective Lawson served our community with distinction by solving many crimes, recovering property, and delivering justice to countless victims and for his actions was the recipient of the Fellsmere Police Departments Exceptional Service Medal, the 100 Club Officer of the Year Award, and was twice the recipient of the Victim Services Award from the Indian River County Victim's Rights Coalition.

NOW, THEREFORE, I, Joel Tyson, Mayor of the City of Fellsmere, Florida do hereby recognize Detective Larry Lawson for 40 years of honorable and faithful service to the law enforcement profession and encourage all citizens to join me in this recognition as we also wish him well in his retirement on this 14th day of January, 2021.

Joel Tyson, Mayor



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Joel Tyson, Mayor of the City of Fellsmere, do hereby proclaim Arbor Day in the City of Fellsmere, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 14th day of January, 2021

Mayor Joel Tyson

ORDINANCE NO. 2020-13

AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AUTHORIZING AN EXTENSION OF THE TEMPORARY MORATORIUM INITIALLY IMPOSED BY ORDINANCE NO. 2018-06, AND SUBSEQUENTLY EXTENDED BY ORDINANCES NOS. 2019-01, 2019-07, 2020-01, AND 2020-04, FOR AN ADDITIONAL 12 MONTHS OR UNTIL A COMPREHENSIVE REVIEW OF THE IMPACT OF THE CITY'S ECOSYSTEM IS COMPLETED, PROHIBITING LAND APPLICATION ACTIVITIES OF CLASS B BIOSOLIDS; PROVIDING FOR STUDY AND POSSIBLE REGULATION OF CLASS B BIOSOLIDS APPLICATION ACTIVITIES; PROVIDING FOR RATIFICATION, EXTENSION OF TEMPORARY MORATORIUM, EXPIRATION OF TEMPORARY MORATORIUM, STUDY OF CLASS B BIOSOLIDS, AND EXHAUSTION OF ADMINISTRATIVE REMEDIES; AND PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2(b), Article VIII, of the Florida Constitution and Chapter 166, Florida Statutes, the City of Fellsmere is authorized and required to protect the public health, safety, and welfare of the residents of the City of Fellsmere and may exercise any power for a governmental purpose except when expressly prohibited by law, and, pursuant to this authority and Section 163.3202, Florida Statutes, the City of Fellsmere has enacted land development regulations consistent with its adopted Comprehensive Plan, which protect the quality of life in the City of Fellsmere; and

WHEREAS, the City Council of the City of Fellsmere ("Council") specifically determines that the enactment of this Ordinance is necessary to protect the health, safety, and welfare of the residents of the City of Fellsmere; and

WHEREAS, Class B Biosolids are solid, semi-solid, or liquid materials resulting from treatment of domestic sewage sludge from sewage treatment facilities that contain algae supporting nutrients such as phosphorus and nitrogen; and

WHEREAS, phosphorus and nitrogen pollution have been a long-term problem for surrounding estuaries and watersheds, as phosphorus and nitrogen promote algal blooms, fuel growth of noxious vegetation, and replace the unique natural ecosystem with one which is undesirable to humans and native wildlife; and

WHEREAS, the land application activities of Class B Biosolids were being conducted on property in Indian River County, in areas near waterbodies such as Blue Cypress Lake, which is adjacent to the City limits of the City of Fellsmere; and

WHEREAS, Blue Cypress Lake, the first lake along the St. Johns River, was and is classified by the Florida Department of Environmental Protection as a Class I surface water with a designated use for potable water supplies; and

WHEREAS, there was and is evidence of significant increases in phosphorus and nitrogen and incidences of harmful and potentially toxic algae blooms in Blue Cypress Lake; and

WHEREAS, there appeared to be a correlation between the increase of nutrients in Blue Cypress Lake and the land application of biosolids in the unincorporated area of Indian River County; and

WHEREAS, the land application of biosolids has been restricted in neighboring counties and ecosystems to the South, such as the St. Lucie River watershed and the Lake Okeechobee watershed, leaving Blue Cypress Lake and the St. Johns River watershed as the cheapest alternative for the disposal and land application of Class B Biosolids generated in South Florida; and

WHEREAS, in 2017, 73% of all the land applied Class B Biosolids were spread in Indian River, Osceola and Brevard Counties; and

WHEREAS, adding to the existing nutrient levels in the St. Johns River Basin may further inflict damage to the health, safety, and welfare of humans and wildlife in the City of Fellsmere, unincorporated area of Indian River County, and the State of Florida; and

WHEREAS, on July 9, 2018, Governor Rick Scott signed Executive Order No. 18-191 declaring a state of emergency in Glades, Hendry, Lee, Martin, Okeechobee, Palm Beach and St. Lucie Counties due to an increase in algae blooms in these counties because of discharges from Lake Okeechobee and directed the Florida Department of Environmental Protection (FDEP) to issue an Emergency Order directed at reducing the flow of water from Lake Okeechobee; and

WHEREAS, on July 17, 2018, the Indian River County Board of County Commissioners adopted Ordinance No. 2018-16, which imposed a temporary moratorium of 180 days on land applications of Class B Biosolids for a reasonable period of time to coordinate with the FDEP and investigate the impacts of land application of Class B Biosolids upon the public health, safety and welfare and promulgate reasonable regulations relating to such activities; and

WHEREAS, to implement in part the Governor's Executed Order No. 18-191, the FDEP conducted a watershed assessment that includes Blue Cypress Lake to better understand all potential nutrient sources in the watershed and possible connection to nutrient levels in the lake and additionally FDEP created a Biosolids Technical Advisory Committee ("FDEP TAC") to evaluate from a statewide perspective current management practices and potential opportunities for enhancements to better protect Florida's water resources, including within the St. John River Basin; and

WHEREAS, the City of Fellsmere's regulations did not and do not provide for regulating setbacks or for mandatory distances of Class B Biosolids from water bodies; and

WHEREAS, the City's Code of Ordinances/Land Development Code did not and do not contain any regulations regarding location and criteria for land application of Class B Biosolids;

and

WHEREAS, in consideration of the foregoing, on August 16, 2018, Council enacted Ordinance No. 2018-06, which, *inter alia*, imposed a moratorium beginning August 16, 2018, and expiring February 12, 2019, upon all properties within the City of Fellsmere involved in the land application of Class B Biosolids and upon all transportation activities by any person or entity that is engaged in the transportation of Class B Biosolids for land application with the City of Fellsmere; and

WHEREAS, Jones Edmunds Associates, an engineering consulting firm for Indian River County, has since identified a relationship between the increase in land applied biosolids in the Blue Cypress Lake watershed and an increase in phosphorus levels in Blue Cypress Lake when analyzing historic St. Johns River Water Management District data; and

WHEREAS, the FDEP TAC convened on four occasions from September 2018 to January 2019, before disbanding on January 23, 2019; and

WHEREAS, the FDEP TAC recommended the following actions: (1) Permit biosolids in a manner that minimizes migration of nutrients to prevent impairment to waterbodies. The FDEP should modify current permitting rules to: (a) establish the rate of biosolids application based on site specifics, such as soil characteristics/adsorption capacity, water table, hydrogeology, site use, distance to surface water; (b) evaluate the percentage of water extractable phosphorus in all biosolids to inform the appropriate application rate; and (c) establish criteria for low, medium and high-risk sites that guide application practices and required water quality monitoring; (2) Increase the inspection rate of land application; (3) Develop site specific groundwater and/or surface water monitoring protocols to detect nutrient migration; (4) Develop and conduct biosolid and nutrient management research on nutrient run-off through surface and groundwater flow; and (5) Promote innovative technology pilot projects for biosolids processing that could provide a wider range of beneficial end products; and

WHEREAS, on March 22, 2019, FDEP published the Notice of Rule Development to amend chapter 62-640, F.A.C. Rule development workshops were held in Tallahassee (June 25), Orlando (June 26), and West Palm Beach (June 27), where FDEP provided an overview of rule changes and accepted public comment. The workshops were also available via webinar; and

WHEREAS, on October 29, 2019, FDEP published the Notice of Proposed Rule and a Statement of Estimated Regulatory Costs (SERC) for the proposed rule was prepared; and

WHEREAS, on March 20, 2020, FDEP published a Notice of Withdrawal wherein FDEP withdrew its proposed rule in light of the passage of Senate Bill/House Bill 712, but expressly stated that it will be publishing a new Notice of Rule Development for proposed amendments to Chapter 62-640, F.A.C., in an upcoming volume of the Florida Administrative Register; this Notice of Rule Development will include consideration of the provisions of House Bill 712, Section 16, relating to biosolids management; and

WHEREAS, FDEP held a public workshop on September 18, 2020, to receive public comments on proposed amendments to Chapter 62-640 F.A.C.; and

WHEREAS, on November 10, 2020, Indian River County Board of County Commissioners enacted Ordinance No. 2020-016, which extended the temporary moratorium that it initially imposed by Ordinance No. 2018-16, and subsequently extended four other times, by an additional 12 months; and

WHEREAS, Council has determined at a duly advertised public hearing that an additional extension of the temporary moratorium initially enacted in Ordinance No. 2018-06 and extended by Ordinances Nos. 2019-01, 2019-07, 2020-01, and 2020-04 is needed to further review, consider, and study the effects that the disposal and land application of Class B Biosolids has on the water resources of the City of Fellsmere and to protect water quality in the St. Johns River watershed, Blue Cypress Lake, and surrounding water bodies, from adverse impacts potentially caused by the land application of Class B Biosolids; and

WHEREAS, this extension of the moratorium is being enacted in good faith, without unjust discrimination, and in reliance in part upon the decision of *WCI Cmtys, Inc. v. City of Coral Springs*, 885 So. 2d 912 (Fla. App. Fourth District).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. RATIFICATION. The above recitals are hereby ratified, adopted and incorporated herein as legislative findings of the City Council.

SECTION 2. EXTENSION OF TEMPORARY MORATORIUM. Beginning on the effective date of this Ordinance, the moratorium initially imposed by Ordinance No. 2018-06 and extended by Ordinances Nos. 2019-01, 2019-07, 2020-01, and 2020-04 is hereby extended for a period of twelve (12) months and shall continue to apply to all properties within the City of Fellsmere involved in land application of Class B Biosolids, except where determined to be inconsistent with or preempted by state law or regulation or for testing per section 4 below as approved by the Florida Department of Environmental Protection. In addition, the moratorium shall continue to apply to all transportation activities by any person or entity that is engaged in the transportation of Class B Biosolids for land application with the City of Fellsmere, except where determined to be inconsistent with or preempted by state law or regulation. All currently approved septage/grease haulers as well as haulers contracted by Indian River County of domestic wastewater sludge for treatment at the Indian River County Residual Dewatering Facility and disposal at the Indian River County landfill are not transporting Class B Biosolids for land application purposes and thus are not affected by this Ordinance or moratorium.

SECTION 3. EXPIRATION OF TEMPORARY MORATORIUM. The temporary moratorium imposed by Ordinance No. 2018-06, which was extended by Ordinances Nos. 2019-01, 2019-07, 2020-01, and 2020-04 and further extended by Section 2 of this Ordinance expires twelve (12) months from the effective date of this Ordinance. The moratorium may be extended or terminated early by adoption of an ordinance or resolution of the City Council of the City of

Fellsmere.

SECTION 4. STUDY OF CLASS B BIOSOLIDS. The City of Fellsmere staff shall continue to coordinate with Indian River County and the Florida Department of Environmental Protection and study in depth and report the findings of and any recommendations concerning Class B Biosolids land application activities and its potential adverse effect within twelve (12) months from the effective date of this Ordinance.

SECTION 5. EXHAUSTION OF ADMINISTRATIVE REMEDIES. A property owner claiming that this Ordinance, as applied, constitutes or would constitute a temporary or permanent taking of private property or an abrogation of vested rights shall not pursue such claim in court unless he or she has first exhausted administrative remedies.

SECTION 6. CONFLICT. All previous ordinances or parts of ordinances, resolutions, or motions of the City which conflict with the provisions of this Ordinance are hereby repealed to the extent of conflict.

SECTION 7. CODIFICATION. The provision of this Ordinance may be incorporated into the Code of Ordinances of the City of Fellsmere, Florida and the word "ordinance" may be changed to "section", "article" or other appropriate word, and the sections of the ordinance may be re-titled, re-numbered or re-lettered, to accomplish such codification.

SECTION 8. SEVERABILITY. If any section, part of a sentence, phrase or word of this Ordinance is for any reason held to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portions hereof and it shall be construed to have been the legislative intent to pass this ordinance without such unconstitutional, invalid or inoperative part.

SECTION 9. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

The foregoing Ordinance was moved for adoption by Council Member _____ . The motion was seconded by Council Member _____ and, upon being put to a vote, the vote was as follows:

Mayor, Joel Tyson	_____
Council Member Fernando Herrera	_____
Council Member Inocensia Hernandez	_____
Council Member Gerald W. Renick	_____
Council Member Jessica Salgado	_____

The Mayor thereupon declared this Ordinance fully passed and adopted this _____ day of _____, 2020.

CITY OF FELLOSMERE, FLORIDA

ATTEST:

Joel Tyson, Mayor

Maria F. Suarez-Sanchez, City Clerk

I HEREBY CERTIFY that Notice of the public hearing on this Ordinance was published in the Press Journal, as required by State Statute, that the foregoing Ordinance was duly passed and adopted on the _____ day of _____, 2020, and the first reading was held on the _____ day of _____, 2020, and that the second and final reading and public hearing was held on the _____ day of _____, 2020.

Maria F. Suarez-Sanchez, City Clerk

**City of Fellsmere City Council
Agenda Request Form**

Meeting Date: January 14, 2021

Agenda Item No. 7(b)

- | | |
|---|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input checked="" type="checkbox"/> Public Hearing | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |

Other:

SUBJECT: Declare 1005 Vernon as surplus property

RECOMMENDED MOTION/ACTION: Conduct public hearing and declare 1005 Vernon as surplus property and direct staff to proceed with negotiated sale with heirs of prior owner.

Approved by City Manager *M. [Signature]* Date: 1-6-21

Originating Department:	Costs: \$ 0.00 Funding Source: Acct. #	Attachments:
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone____ or Not applicable in this case <u>X</u> Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

Summary Explanation/Background:

Staff is requesting City Council declare 1005 Vernon Street as surplus property. The property consists of two vacant 40' wide lots. These lots were once owned by an ancestor of Anthony Brown Jr, a resident in the HCJ neighborhood who would like to bring these parcels back into family ownership. By this action, staff will negotiate the sale terms with the prospective owner, and then, as part of a future public hearing, City Council will determine whether to proceed with the sale or not.

The minimum bid amount for this property will be \$8,000.00.

GRANT	STATUS	AMOUNT	LOCAL MATCH	NOTES
CDBG MIT - 89th Basin Drainage	Application	\$ 1,500,000	\$ 40,000	Application pending.
CDBG DRI - 97th / Water Plant	Application	\$ 4,300,000	\$ 50,000	Awaiting award notification.
CDBG MIT PW/PD Hardening	Application	\$ 340,000	\$ 60,000	Awaiting award notification.
USDA Stormwater/Road Paving	Application	\$ 10,000,000	TBD	Awaiting FEMA road dirt authorization prior to finalizing application.
TAP FY23/24	Application	\$ 450,000	\$ 100,000	Application due FEB 2021. Project to be determined.
FRDAP FY22/23	Application	\$ 200,000	\$ 250,000	Senior League. Application due OCT 2021.
SJWMD Stormwater Greenway	Application	\$ 500,000	\$ 100,000	Application JAN 2021.
CDBG DR- New York Ditch Pipes	Awarded	\$ 825,000	\$ 150,000	Replace all ditch pipes. Processing amendment to allow reimbursement for design.
FRDAP Little League Lighting	Awarded	\$ 50,000	\$ -	Support lighting grant. Working with State to obtain full reimbursement.
TAP Funding (NY Sidewalk)	Awarded	\$ 400,000	\$ 60,000	Design underway.
SRTS Funding (S. Cypress Sidewalk)	Awarded	\$ 360,000	\$ 155,000	Returned.
South Regional Lake - Phase II	Awarded	\$ 650,000	\$ 40,000	Contract awarded. NTP on hold to straddle fiscal year.
FEMA Mitigation Grant (road coquina)	Bid	\$ 2,500,000	\$ 125,000	Contract awarded. Amendment requested for chip-seal enhancement.
CDBG NR - 100th / Skatepark	Bid	\$ 700,000	\$ 70,000	Bids released (to be opened 1/26/2021)
TAP Funding (S. Broadway, Sidewalk)	Design	\$ 360,000	\$ 155,000	Bid to be released in January 2021.
National Historic Designation	In progress	\$ 30,000	\$ -	To allow for architectural controls along N. Broadway. Federal nomination underway.
FCT Land Purchase	In progress	\$ 2,500,000	\$ -	To purchase conservation land from F392. Appraisal underway.
CARES ACT	In progress	\$ 520,000	\$ -	To be closed out by 12/30/2020. All work is underway.

#10(b)

12/7/2020 8:40am
Putnam

CITY OF FELLSMERE
Accounts Receivable Sales History Report
For All Customers

Page: 1

For Sales Date Range From 11/1/2020 to 11/30/2020 and Order By Customer ID

Customer ID	Customer Name	Contact	Document	Apply To ID	Type	Date	Total	Balance
FELLSOUT	FELLSMERE OUTDOOR ADVENTURES INC.,		18391	Unapplied	Payment	11/20/20	(\$1,000.00)	
							Total	(\$1,000.00)
KINDERGA	THE LEARNING ALLIANCE	Tricia Boyle	AR-000000		Invoice	11/20/20	\$300.00	\$300.00
							Total	\$300.00
LITERACY	LITERACY SERVICES OF IRC		AR-000000		Invoice	11/20/20	\$300.00	\$300.00
							Total	\$300.00
SAPLLCPD	SONRISE APARTMENT PROPERTIES LLC		18836	PD Detail 9-2	Payment	11/04/20	(\$2,419.00)	
			POL 10-20		Invoice	11/17/20	\$3,690.00	\$3,690.00
							Total	\$3,690.00
SAPLLCWW	SONRISE APARTMENT PROPERTIES LLC		AR-000000		Invoice	11/20/20	\$862.50	\$862.50
							Total	\$862.50
YOLGOM	YOLANDA GOMEZ		18388	Unapplied	Payment	11/02/20	(\$1,000.00)	
							Total	(\$1,000.00)
							Report Total	\$3,152.50

Accounts Payable Check Register Report - MARINE BANK & TRUST-3030003226

For The Date Range From 11/1/2020 To 11/30/2020

For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
300311	C	11/5/2020	2063	ADVANCE AUTO PARTS	\$23.79	O
300312	C	11/5/2020	3020	ARREOLA, JESUS L	\$150.00	O
300313	C	11/5/2020	1728	AT&T	\$354.51	O
300314	C	11/5/2020	3422	COMCAST BUISNESS-ACCT END# 0062928	\$294.64	O
300315	C	11/5/2020	602	COMPLETE ELECTRIC INC.	\$95.00	O
300316	C	11/5/2020	1338	EAGLES BENEFITS BY DESIGN, INC.	\$13,627.28	O
300317	C	11/5/2020	2968	EAST SIDE MOWERS, CORP.	\$191.11	O
300318	C	11/5/2020	3470	ENVIRONMENTAL SERVICES UNLIMITED, INC.	\$1,485.00	O
300319	C	11/5/2020	139	FEDEX	\$7.40	O
300320	C	11/5/2020	3683	FLORIDA OUTDOOR EQUIP,EMT	\$357.32	O
300321	C	11/5/2020	2946	FLORIDA CITY GAS	\$27.61	O
300322	C	11/5/2020	169	FPL	\$4,562.77	O
300324	C	11/5/2020	185	GLOVER OIL COMPANY INC	\$3,324.98	O
300325	C	11/5/2020	3681	GUARDADO, LEVIS	\$140.75	O
300326	C	11/5/2020	3485	HABITAT FOR HUMANITY	\$63.62	O
300327	C	11/5/2020	3165	HARTMAN CONSULTANTS, LLC	\$380.00	O
300328	C	11/5/2020	392	HOME DEPOT CREDIT SERVICES	\$237.47	O
300329	C	11/5/2020	3157	INDIAN RIVER COUNTY - BOCC	\$681.16	O
300330	C	11/5/2020	892	INDIAN RIVER COUNTY TAX COLLECTOR	\$6,222.53	O
300331	C	11/5/2020	3364	J.P. CUSTOM PAINTING & RENOVATIONS	\$514.00	O
300332	C	11/5/2020	3107	MOREMAN, PUTNAM	\$142.60	O
300333	C	11/5/2020	297	OFFICE DEPOT	\$15.86	O
300334	C	11/5/2020	3682	PATIA, ADELAIDA SALAZAR	\$34.11	O
300335	C	11/5/2020	3680	PINEDA, MAIRELIS	\$106.86	O
300337	C	11/5/2020	2076	RELIABLE SEPTIC & SERVICES	\$150.00	O
300338	C	11/5/2020	3620	STAVOLA AGGREGATE SUPPLY, LLC	\$156.80	O
300339	C	11/5/2020	1496	SUNSHINE STATE ONE CALL OF FL. INC.	\$27.36	O
300340	C	11/5/2020	3106	UNIVERSAL BACKGROUND SCREENING	\$12.96	O
300341	C	11/5/2020	2120	VERIZON WIRELESS	\$908.46	O
300342	C	11/5/2020	2793	VISA	\$400.00	O
300343	C	11/5/2020	3109	VISA	\$384.51	O
300344	C	11/5/2020	3137	VISA	\$80.00	O
300345	C	11/5/2020	3213	VISA	\$908.38	O
300346	C	11/5/2020	3629	VISA	\$450.83	O
300347	C	11/5/2020	2747	ZEPEDA, GLADYS	\$10.17	O

Accounts Payable Check Register Report - MARINE BANK & TRUST-3030003226

For The Date Range From 11/1/2020 To 11/30/2020

For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
300348	C	11/5/2020	2353	PITNEY BOWES, INC.	\$1,500.00	O
300349	C	11/5/2020	3422	COMCAST BUISNESS-ACCT END# 0062928	\$295.61	O
300350	C	11/12/2020	3684	ACCURATE ELECTRIC MOTOR AND PUMP SERVICE	\$2,471.92	O
300351	C	11/12/2020	2063	ADVANCE AUTO PARTS	\$33.48	O
300352	C	11/12/2020	1757	AFLAC	\$822.08	O
300353	C	11/12/2020	1715	AT&T MOBILITY	\$487.26	O
300354	C	11/12/2020	3012	CARR, RIGGS & INGRAM	\$1,000.00	O
300355	C	11/12/2020	2406	CINTAS CORPORATION #283	\$94.97	O
300356	C	11/12/2020	2741	COMCAST ACCOUNT ENDING#0065061	\$103.98	O
300357	C	11/12/2020	832	CUSTOM AIR SYSTEMS, INC.	\$1,006.80	O
300358	C	11/12/2020	2968	EAST SIDE MOWERS, CORP.	\$25.99	O
300359	C	11/12/2020	3399	GALLS, LLC	\$86.36	O
300360	C	11/12/2020	724	INDIAN RIVER COUNTY UTILITIES	\$12,058.37	O
300361	C	11/12/2020	2007	KIMLEY-HORN AND ASSOCIATES, INC.	\$7,506.65	O
300362	C	11/12/2020	3273	MEEKS PLUMBING, INC.	\$3,580.00	O
300363	C	11/12/2020	297	OFFICE DEPOT	\$17.29	O
300364	C	11/12/2020	1676	RING POWER CORPORATION	\$1,354.56	O
300365	C	11/12/2020	3405	SOUTHERN CLASS LAWN MAINTENANCE LLC	\$2,654.50	O
300366	C	11/12/2020	3397	TREKKER TRACTOR, LLC	\$802.85	O
300367	C	11/12/2020	411	USABLUBOOK	\$158.87	O
300368	C	11/12/2020	415	VERO CHEMICAL DIST., INC.	\$595.00	O
300369	C	11/12/2020	3563	WALSH ENVIRONMENTAL SERVICES, INC	\$2,225.00	O
300370	C	11/18/2020	3685	ARMSTRONG, BRANDI	\$45.31	O
300371	C	11/18/2020	823	BANKS, ATTORNEY AT LAW, JOHN E.	\$1,022.00	O
300372	C	11/18/2020	67	CARTER ASSOCIATES INC	\$525.00	O
300373	C	11/18/2020	3224	CIT	\$108.08	O
300374	C	11/18/2020	3053	CREATIVE PRODUCT SOURCE, INC.	\$243.48	O
300375	C	11/18/2020	424	DILL, EVANS & RHODEBACK	\$9,718.50	O
300376	C	11/18/2020	169	FPL	\$2,803.16	O
300377	C	11/18/2020	1891	INDIAN RIVER COUNTY SHERIFF'S OFFICE	\$154.71	O
300378	C	11/18/2020	3273	MEEKS PLUMBING, INC.	\$640.00	O
300379	C	11/18/2020	271	MUNICIPAL CODE CORPORATION	\$275.00	O
300380	C	11/18/2020	3562	SOURCE INC	\$600.00	O
300381	C	11/18/2020	3395	VASSELL LLC DBA SOUTH EAST CLEANERS	\$39.00	O
300382	C	11/18/2020	585	ST JOHNS RIVER WATER MANAGEMENT DISTRICT	\$1,000.00	O

CITY OF FELLSMERE

Accounts Payable Check Register Report - MARINE BANK & TRUST-3030003226

For The Date Range From 11/1/2020 To 11/30/2020

For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
300383	C	11/18/2020	3038	STARK EXTERMINATORS CO	\$84.00	O
300384	C	11/18/2020	3033	TREASURE COAST CHIEFS OF POLICE AND SHERIFF'S ASS	\$250.00	O
300385	C	11/18/2020	3154	UNIFIED TECHNOLOGY SOLUTIONS INC	\$2,021.00	O
300386	C	11/18/2020	1469	UNITED WAY OF INDIAN RIVER COUNTY	\$42.00	O
2	E	11/5/2020	3617	AMAZON CAPITAL SERVICES, INC	\$59.99	O
3	E	11/12/2020	3617	AMAZON CAPITAL SERVICES, INC	\$10.90	O
4	E	11/17/2020	3656	CIGNA Healthcare	\$46,409.02	O
5	E	11/18/2020	3617	AMAZON CAPITAL SERVICES, INC	\$165.44	O
6	E	11/18/2020	2007	KIMLEY-HORN AND ASSOCIATES, INC.	\$12,695.80	O
300323	C	11/5/2020	169	VOID FOR OVERFLOW	\$0.00	V
300336	C	11/5/2020	2353	PITNEY BOWES, INC.	\$1,795.61	V
					Cleared	\$0.00
					Outstanding	\$154,323.77
					Void	\$1,795.61

CITY OF FELLSMERE

Accounts Receivable Sales History Report

For All Customers

1/6/2021 9:58am
Putnam

For Sales Date Range From 12/1/2020 to 12/31/2020 and Order By Customer ID

Customer ID	Customer Name	Contact	Document	Apply To ID	Type	Date	Total	Balance
BENCHRET	BENCHMARK GENETICS USA INC		18395	Unapplied	Payment	12/03/20	(\$4,100.00)	
							Total	(\$4,100.00)
IRC-CRA	INDIAN RIVER COUNTY		IRC-CRA 2		Invoice	12/14/20	\$17,755.45	\$0.00
			ACH	IRC-CRA 20	Payment	12/16/20	(\$17,755.45)	
							Total	\$0.00
LITERACY	LITERACY SERVICES OF IRC		18911	AR-0000000	Payment	12/29/20	(\$300.00)	
							Total	\$0.00
SANJUAN	SAN JUANITA ALMANZA RETAINER		18396	Unapplied	Payment	12/30/20	(\$5,750.00)	
							Total	(\$5,750.00)
SAPLLCPD	SONRISE APARTMENT PROPERTIES LLC		AR-000000		Invoice	12/31/20	\$1,763.00	\$1,763.00
			18894	POL 10-2020	Payment	12/14/20	(\$3,690.00)	
							Total	\$1,763.00
SAPLLCWW	SONRISE APARTMENT PROPERTIES LLC		18894	AR-0000000	Payment	12/14/20	(\$862.50)	
			AR-000000		Invoice	12/31/20	\$690.00	\$690.00
							Total	\$690.00
							Report Total	(\$7,397.00)

Accounts Payable Check Register Report - MARINE BANK & TRUST-3030003226

For The Date Range From 12/1/2020 To 12/31/2020

For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
300388	C	12/2/2020	1880	ARREOLA, JESUS	\$150.00	O
300389	C	12/2/2020	3490	CABEZAS, CATHERINE	\$21.39	O
300390	C	12/2/2020	3012	CARR, RIGGS & INGRAM	\$1,000.00	O
300391	C	12/2/2020	2406	CINTAS CORPORATION #283	\$278.91	O
300392	C	12/2/2020	85	CLERK OF THE CIRCUIT COURT	\$23.40	O
300393	C	12/2/2020	85	CLERK OF THE CIRCUIT COURT	\$23.40	O
300394	C	12/2/2020	85	CLERK OF THE CIRCUIT COURT	\$23.40	O
300395	C	12/2/2020	2759	COMCAST BUSINESS ACCT ENDING 4635	\$295.61	O
300396	C	12/2/2020	3426	COMCAST ACCT ENDING#0017674	\$9.95	O
300397	C	12/2/2020	3440	COMCAST BUSINESS ACCT ENDING#0071879	\$55.64	O
300398	C	12/2/2020	2968	EAST SIDE MOWERS, CORP.	\$301.11	O
300399	C	12/2/2020	3687	FELLOSMERE BAR & GRILL	\$98.48	O
300400	C	12/2/2020	3627	FLORIDA U.C. FUND	\$550.00	O
300401	C	12/2/2020	2946	FLORIDA CITY GAS	\$32.61	O
300402	C	12/2/2020	169	FPL	\$245.17	O
300403	C	12/2/2020	422	GRAINGER, INC.	\$33.04	O
300404	C	12/2/2020	3231	GUETTLER BROTHERS CONSTRUCTION LLC	\$63,288.80	O
300405	C	12/2/2020	3157	INDIAN RIVER COUNTY - BOCC	\$681.16	O
300406	C	12/2/2020	3081	INSIGHT PUBLIC SECTOR SLED	\$612.50	O
300407	C	12/2/2020	1753	JORDAN & ASSOCIATES	\$4,100.00	O
300408	C	12/2/2020	3107	MOREMAN, PUTNAM	\$126.50	O
300409	C	12/2/2020	3556	MUTUAL OF OMAHA	\$176.09	O
300410	C	12/2/2020	297	OFFICE DEPOT	\$187.34	O
300411	C	12/2/2020	2791	PACE ANALYTICAL SERVICES, LLC	\$70.00	O
300412	C	12/2/2020	1010	PITNEY BOWES GLOBAL FINANCIAL SERVICE LLC	\$1,500.00	O
300413	C	12/2/2020	3000	PRINCIPAL FINANCIAL GROUP CO	\$1,111.14	O
300414	C	12/2/2020	3688	QUEST DIAGNOSTICS	\$133.57	O
300415	C	12/2/2020	2076	RELIABLE SEPTIC & SERVICES	\$750.00	O
300416	C	12/2/2020	1025	ROSSWAY, SWAN, TIERNEY, BARRY	\$986.80	O
300417	C	12/2/2020	3031	SAFEBUILT, LLC	\$3,314.73	O
300418	C	12/2/2020	3009	STANDARD INSURANCE CO	\$423.66	O
300419	C	12/2/2020	3038	STARK EXTERMINATORS CO	\$159.00	O
300420	C	12/2/2020	1496	SUNSHINE STATE ONE CALL OF FL. INC.	\$27.36	O
300421	C	12/2/2020	3272	SUPERIOR VISION INSURANCE INC	\$264.20	O
300422	C	12/2/2020	1426	SUPERVISOR OF ELECTIONS	\$814.50	O

Accounts Payable Check Register Report - MARINE BANK & TRUST-3030003226

For The Date Range From 12/1/2020 To 12/31/2020

For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
300423	C	12/2/2020	398	TOTAL PRINT, INC.	\$6.00	O
300424	C	12/2/2020	2637	TRAV'S TIRE AND AUTO, LLC	\$264.00	O
300425	C	12/2/2020	2120	VERIZON WIRELESS	\$442.05	O
300426	C	12/3/2020	2973	TREASURE COAST NEWSPAPERS	\$1,901.61	O
300427	C	12/9/2020	3239	ALVARADO, CLAUDIA	\$52.05	O
300428	C	12/9/2020	2406	CINTAS CORPORATION #283	\$92.97	O
300429	C	12/9/2020	85	CLERK OF THE CIRCUIT COURT	\$10.50	O
300430	C	12/9/2020	3422	COMCAST BUISNESS-ACCT END# 0062928	\$294.64	O
300431	C	12/9/2020	169	FPL	\$5,387.32	O
300432	C	12/9/2020	392	HOME DEPOT CREDIT SERVICES	\$313.39	O
300433	C	12/9/2020	724	INDIAN RIVER COUNTY UTILITIES	\$12,846.53	O
300434	C	12/9/2020	3689	MELISSA MOCK	\$139.74	O
300435	C	12/9/2020	2791	PACE ANALYTICAL SERVICES, LLC	\$174.00	O
300436	C	12/9/2020	3000	PRINCIPAL FINANCIAL GROUP CO	\$40.36	O
300437	C	12/9/2020	2076	RELIABLE SEPTIC & SERVICES	\$300.00	O
300438	C	12/9/2020	3405	SOUTHERN CLASS LAWN MAINTENANCE LLC	\$2,654.50	O
300439	C	12/9/2020	2120	VERIZON WIRELESS	\$13.53	O
300440	C	12/9/2020	2793	VISA	\$100.00	O
300441	C	12/9/2020	3109	VISA	\$222.13	O
300442	C	12/9/2020	3137	VISA	\$4.21	O
300443	C	12/9/2020	3213	VISA	\$586.20	O
300444	C	12/9/2020	3535	VISA	\$647.48	O
300445	C	12/9/2020	3629	VISA	\$414.99	O
300446	C	12/10/2020	3690	RONNIE COMBS	\$125.00	O
300447	C	12/16/2020	3390	42 IRHS CARDIOLOGY- CELANO	\$150.00	O
300448	C	12/16/2020	1757	AFLAC	\$822.08	O
300449	C	12/16/2020	1661	ALONSO, MIGUEL	\$20.76	O
300451	C	12/16/2020	1715	AT&T MOBILITY	\$487.26	O
300452	C	12/16/2020	823	BANKS, ATTORNEY AT LAW, JOHN E.	\$784.00	O
300453	C	12/16/2020	3533	BURGE, KEVIN	\$81.96	O
300454	C	12/16/2020	3692	EZEQUIEL RAMOS CASTRO	\$200.00	O
300455	C	12/16/2020	2406	CINTAS CORPORATION #283	\$88.16	O
300456	C	12/16/2020	85	CLERK OF THE CIRCUIT COURT	\$30.00	O
300457	C	12/16/2020	2741	COMCAST ACCOUNT ENDING#0065061	\$103.98	O
300458	C	12/16/2020	832	CUSTOM AIR SYSTEMS, INC.	\$1,600.00	O

Accounts Payable Check Register Report - MARINE BANK & TRUST-3030003226

For The Date Range From 12/1/2020 To 12/31/2020

For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
300459	C	12/16/2020	2615	DAY DREAMS UNIFORMS, INC	\$40.85	O
300460	C	12/16/2020	3693	DESIGN CONTROLS, INC	\$6,700.00	O
300461	C	12/16/2020	424	DILL, EVANS & RHODEBACK	\$5,754.50	O
300462	C	12/16/2020	2056	DOUG WILSON ENTERPRISES, INC.	\$47,964.60	O
300463	C	12/16/2020	2056	DOUG WILSON ENTERPRISES, INC.	\$23,599.80	O
300464	C	12/16/2020	3537	DAVID DOZER	\$80.00	O
300465	C	12/16/2020	1338	EAGLES BENEFITS BY DESIGN, INC.	\$9,912.48	O
300466	C	12/16/2020	3470	ENVIRONMENTAL SERVICES UNLIMITED, INC.	\$450.00	O
300467	C	12/16/2020	169	FPL	\$2,730.80	O
300468	C	12/16/2020	3691	ESTER GALVEZ	\$118.51	O
300469	C	12/16/2020	422	GRAINGER, INC.	\$147.08	O
300470	C	12/16/2020	3157	INDIAN RIVER COUNTY - BOCC	\$694.79	O
300471	C	12/16/2020	2737	INDIAN RIVER COUNTY UTILITIES	\$2,676.50	O
300472	C	12/16/2020	3550	KYOCERA DOCUMENT SOLUTIONS SOUTHEAST, LLC	\$1,007.42	O
300473	C	12/16/2020	3273	MEEKS PLUMBING, INC.	\$13,420.00	O
300474	C	12/16/2020	2400	NAPA AUTO PARTS, INC	\$17.38	O
300475	C	12/16/2020	2368	NEWSOM, SCOTT	\$80.00	O
300476	C	12/16/2020	297	OFFICE DEPOT	\$215.85	O
300477	C	12/16/2020	2076	RELIABLE SEPTIC & SERVICES	\$150.00	O
300478	C	12/16/2020	1025	ROSSWAY, SWAN, TIERNEY, BARRY	\$525.00	O
300479	C	12/16/2020	3031	SAFEBUILT, LLC	\$85.00	O
300480	C	12/16/2020	3038	STARK EXTERMINATORS CO	\$98.00	O
300481	C	12/16/2020	3620	STAVOLA AGGREGATE SUPPLY, LLC	\$1,653.76	O
300482	C	12/16/2020	2443	THYSSENKRUPP ELEVATOR CORP	\$686.80	O
300483	C	12/16/2020	398	TOTAL PRINT, INC.	\$46.00	O
300484	C	12/16/2020	2637	TRAV'S TIRE AND AUTO, LLC	\$50.00	O
300485	C	12/16/2020	3154	UNIFIED TECHNOLOGY SOLUTIONS INC	\$4,237.50	O
300486	C	12/30/2020	3383	ALERTLINE COMMUNICATIONS, LLC	\$105.00	O
300487	C	12/30/2020	3490	CABEZAS, CATHERINE	\$26.74	O
300488	C	12/30/2020	2406	CINTAS CORPORATION #283	\$90.26	O
300489	C	12/30/2020	3224	CIT	\$108.08	O
300490	C	12/30/2020	1007	CLARK SALES DISPLAY, INC	\$3,360.00	O
300491	C	12/30/2020	85	CLERK OF THE CIRCUIT COURT	\$10.00	O
300492	C	12/30/2020	3426	COMCAST ACCT ENDING#0017674	\$9.95	O
300493	C	12/30/2020	3440	COMCAST BUSINESS ACCT ENDING#0071879	\$65.64	O

Accounts Payable Check Register Report - MARINE BANK & TRUST-3030003226

For The Date Range From 12/1/2020 To 12/31/2020

For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
300494	C	12/30/2020	3470	ENVIRONMENTAL SERVICES UNLIMITED, INC.	\$450.00	O
300495	C	12/30/2020	169	FPL	\$184.07	O
300496	C	12/30/2020	1366	FLORIDA RURAL WATER ASSOCIATION	\$540.50	O
300497	C	12/30/2020	2396	GARCIA DISCOUNT TIRES, INC.	\$12.00	O
300498	C	12/30/2020	1155	JIMMY'S TREE SERVICE	\$5,960.00	O
300499	C	12/30/2020	3273	MEEKS PLUMBING, INC.	\$1,490.00	O
300500	C	12/30/2020	3597	MEMBRANE TREATMENT SERVICES, LLC	\$497.00	O
300501	C	12/30/2020	297	OFFICE DEPOT	\$20.78	O
300502	C	12/30/2020	2791	PACE ANALYTICAL SERVICES, LLC	\$212.00	O
300503	C	12/30/2020	2353	PITNEY BOWES, INC.	\$165.00	O
300504	C	12/30/2020	2076	RELIABLE SEPTIC & SERVICES	\$300.00	O
300505	C	12/30/2020	3695	ROJAS, NICOLAS	\$13.80	O
300506	C	12/30/2020	3405	SOUTHERN CLASS LAWN MAINTENANCE LLC	\$2,654.50	O
300507	C	12/30/2020	3009	STANDARD INSURANCE CO	\$384.32	O
300508	C	12/30/2020	3620	STAVOLA AGGREGATE SUPPLY, LLC	\$1,346.96	O
300509	C	12/30/2020	3272	SUPERIOR VISION INSURANCE INC	\$210.98	O
300510	C	12/30/2020	1469	UNITED WAY OF INDIAN RIVER COUNTY	\$12.00	O
10	E	12/2/2020	3395	VASSELL LLC DBA SOUTH EAST CLEANERS	\$10.00	O
11	E	12/2/2020	3598	VADIM MUNICIPAL SOFTWARE INC.	\$360.00	O
12	E	12/2/2020	3563	WALSH ENVIRONMENTAL SERVICES, INC	\$2,225.00	O
13	E	12/9/2020	2973	TREASURE COAST NEWSPAPERS	\$881.82	O
14	E	12/9/2020	415	VERO CHEMICAL DIST., INC.	\$760.00	O
15	E	12/16/2020	166	FLORIDA MUNICIPAL INSURANCE TRUST	\$35,939.50	O
16	E	12/16/2020	271	MUNICIPAL CODE CORPORATION	\$2,566.22	O
17	E	12/16/2020	3617	AMAZON CAPITAL SERVICES, INC	\$76.30	O
18	E	12/16/2020	3656	CIGNA Healthcare	\$28,479.53	O
19	E	12/29/2020	3694	EME CORPORATION dba LARGE DOCUMENT SOLUTION	\$5,095.00	O
20	E	12/30/2020	415	VERO CHEMICAL DIST., INC.	\$360.80	O
21	E	12/30/2020	2007	KIMLEY-HORN AND ASSOCIATES, INC.	\$2,297.30	O
22	E	12/30/2020	3617	AMAZON CAPITAL SERVICES, INC	\$115.20	O
7	E	12/2/2020	3617	AMAZON CAPITAL SERVICES, INC	\$1,375.63	O
8	E	12/2/2020	185	GLOVER OIL COMPANY INC	\$2,926.96	O
9	E	12/2/2020	2007	KIMLEY-HORN AND ASSOCIATES, INC.	\$3,632.40	O
300387	C	12/2/2020	3239	ALVARADO, CLAUDIA	\$64.64	V
300450	C	12/16/2020	1728	AT&T	\$388.99	V

Accounts Payable Check Register Report - MARINE BANK & TRUST-3030003226

For The Date Range From 12/1/2020 To 12/31/2020

For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
					Cleared	\$0.00
					Outstanding	\$341,744.72
					Void	\$453.63



FELLSMERE

POLICE DEPARTMENT

MEMORANDUM FELLSMERE POLICE DEPARTMENT

DATE: January 5, 2020

TO: Mark Mathes, City Manager

FROM: Keith M. Touchberry, Chief
Fellsmere Police Department

SUBJECT: MONTHLY FUEL REPORT – VEHICLES

The following is a statistical analysis of all fuel purchased, the total cost of fuel purchased, the total number of miles driven, and the average miles per gallon of fuel for each police vehicle during the month of **December 2020**, based on a cost of \$1.98 per gallon of fuel.

December 2020 Fuel Usage

Vehicle #	MILEAGE		Total Miles	Gallons Used	Cost per Gallon	Miles Per Gallon	Cost of Fuel
	Beginning	Ending					
1	19772	20510	738	42.3	1.98	17.45	\$83.75
4	107583	108823	1240	103.5	1.98	11.98	\$204.93
6	81719	83928	2209	153.1	1.98	14.43	\$303.14
7	85733	87208	1475	166.1	1.98	8.88	\$328.88
8	60179	61560	1381	109.7	1.98	12.59	\$217.21
9	33220	34448	1228	80	1.98	15.35	\$158.40
13	15640	16345	705	72.8	1.98	9.68	\$144.14
15	194166	195525	1359	147	1.98	9.24	\$291.06
20	172452	172989	537	42	1.98	12.79	\$83.16
ATV 1			0	1.7	1.98	0.00	\$3.37

Total Cost: \$1,818.04

e:/Council Reports/December 2020 Fuel Memo

25 South Cypress St. Fellsmere, FL 32948 Phone: 772-571-1360 Fax: 772-646-6359

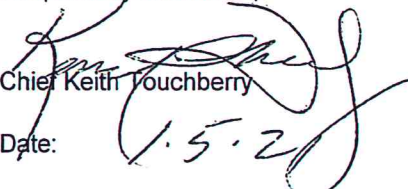
INTEGRITY RESPECT HONESTY PROFESSIONALISM

December 2020

911 Hangup / Open Line	25
Accident	6
Alarm	2
Animal Incident	4
Area Check	412
Assault	1
Assist	23
ATV/Dirt Bike	0
Auto Theft	0
Burglary Auto	1
Burglary Residence	0
Burglary Business	0
CFS Fax	1
Civil	4
Criminal Mischief	1
DAV/Traffic Hazard	0
Death	0
Disturbance	12
Drug Incident	2
Follow Up	11
Found Property	0
Fraud	0
Larceny	1
Liquor Violation	0
Lost Property	3
Miscellaneous	81
Motor Vehicle Theft	0
Noise Disturbance	1
Parking Violation	0
Recovered Stolen Vehicle	0
Robbery	0
Runaway/Missing	3
Search	2
Shoplifting	0
Suspicious Incident	15
Suspicious Person	6
Traffic Incident	12
Transport	1
Trespass	2
TOT	9
Verbal Warning	19
Warrant Arrest	1
Training	1
CommendationAwards	0

TRAINING:
Firearm Instructor Course: 44 hrs
 Ofc. Taylor

Respectfully Submitted,


 Chief Keith Touchberry

Date: 1.5.21

MARK MATHES
CITY MANAGER

PUBLIC WORKS

CITY OF FELLSMERE



Public Works Division

DECEMBER 2020

MONTHLY REPORT

Andy Shelton
Director of Public Works

December 2020

City of Fellsmere
Public Works
Total Monthly Hours

Assignment	Hours
Administration	0.0
Training	0.0
Edging	1.0
Weedeating	27.0
Blower	5.0
Weeding	8.5
Sprinklers	6.5
Mowing	56.5
Ditchwork	0.5
Catchbasins	0.0
Alleyways	39.5
Bushhog	48.5
Backhoe	15.5
Grading	108.5
Roadwork	63.0
Potholes	4.0
Storm Debris	0.0
Trash P/U Roads	16.5
Trash P/U Parks	102.5
Park Maintenance	85.0
Assist PD	0.0
Assist WD	4.0
Street Cleaning	0.0
Equipment Maintenance	37.5
Cemetery	0.0
Shop/Parts/Supplies	10.0
Building Maintenance	31.0
Water System	274.0
Sewer System	36.0
Other	38.5
Paid time off	226.0
Total Hours	1245.0

Public Works Director
Andy Shelton

**City of Fellsmere City Council
Agenda Request Form**

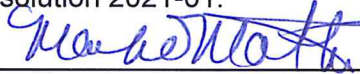
Meeting Date: January 14, 2021

Agenda Item No. 13(a)

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Approval of grant application for Transportation Alternatives Program of the Florida Department of Transportation for FY23/24 funds.

RECOMMENDED MOTION/ACTION: Authorize submittal of grant application and execution of grant agreement, if awarded, via Resolution 2021-01.

Approved by City Manager  Date: 1-6-21

Originating Department:	Costs: \$550,000 (FY23/24) - estimate Funding Source: Infrastructure/Gas Tax/Grant Acct. #	Attachments: 1. Resolution 2021-01 2. Grant Summary Documents
Department Review: <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone ____ or Not applicable in this case <u>X</u> Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

Summary Explanation/Background:

The Florida Department of Transportation, with funds provided by the Federal Highway Administration, is sponsoring a Transportation Alternatives Program grant application for sidewalk/trail projects. Although no local match is required to support the grant, the project sponsor is required to be a Local Agency Participant (LAP) and perform all planning and design. A minor categorical exclusion study is also required to be funded by the project sponsor.

Staff recommends an application be submitted for the trail section from Broadway to Grant Avenue within the rail trail right-of-way. Estimated cost is \$450,000 and staff is requesting \$100,000 in local funds to cover the design, permitting, and environmental review. The trail and all street crossings will be ADA compliant. This project would not commence until FY22/23 for design and FY23/24 for construction, if awarded.

Other project options include the following:

- Rail Trail from State Park to Willow
- Rail Trail from Broadway to Park Lateral w/ Bridge Crossing
- Sidewalk on S. Cypress from Massachusetts to CR512

RESOLUTION NO. 2021-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE TRANSPORTATION ALTERNATIVES PROGRAM OF THE FLORIDA DEPARTMENT OF TRANSPORTATION REQUESTING \$450,000 FOR THE CONSTRUCTION OF A SIDEWALK ALONG NEW YORK AVENUE.

WHEREAS, The City of Fellsmere has the opportunity to apply for funding in the amount of \$450,000 from the Transportation Alternatives Program of the Florida Department of Transportation; and

WHEREAS, the required match is provided by the Florida Department of Transportation through toll revenue credits;

WHEREAS, the Transportation Alternatives Program requires Local Agency Participation and project sponsor funding of design, permitting, project development and environmental study;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fellsmere, Indian River County, Florida as follows:

SECTION 1. RATIFICATION. The above recitals are hereby ratified.

SECTION 2. AUTHORIZATION. The Mayor and/or City Manager are authorized to file an application with the Florida Department of Transportation for its Transportation Alternatives Program Grant 2021/22 funding cycle and to execute a grant agreement, if awarded.

SECTION 3. BUDGET AUTHORIZATION. The City Commission hereby authorizes up to \$100,000 in expenditures from the Infrastructure or Gas Tax Fund for design, permitting, construction inspections and project development and environmental study in support of the project.

SECTION 4. REPEAL OF CONFLICTING PROVISIONS. All previous resolutions or parts thereof, which conflict with the provisions of this Resolution, to the extent of such conflict, are superseded and repealed.

SECTION 5. SEVERABILITY. If any section, part of a sentence, paragraph, phrase or word of this Resolution is for any reason held to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions hereof and it shall be construed to have been the legislative intent to pass this Resolution without such unconstitutional, invalid or inoperative part.

SECTION 6. EFFECTIVE DATE. This resolution shall become effective immediately upon its adoption.

The foregoing Resolution was moved for adoption by Council Member _____ . The motion was seconded by Council Member _____ and upon being put to a vote, the vote was as follows:

Mayor, Joel Tyson	_____
Council Member Fernando Herrera	_____
Council Member Inocencia Hernandez	_____
Council Member Gerald Renick	_____
Council Member Jessica Salgado	_____

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of _____, 2021.

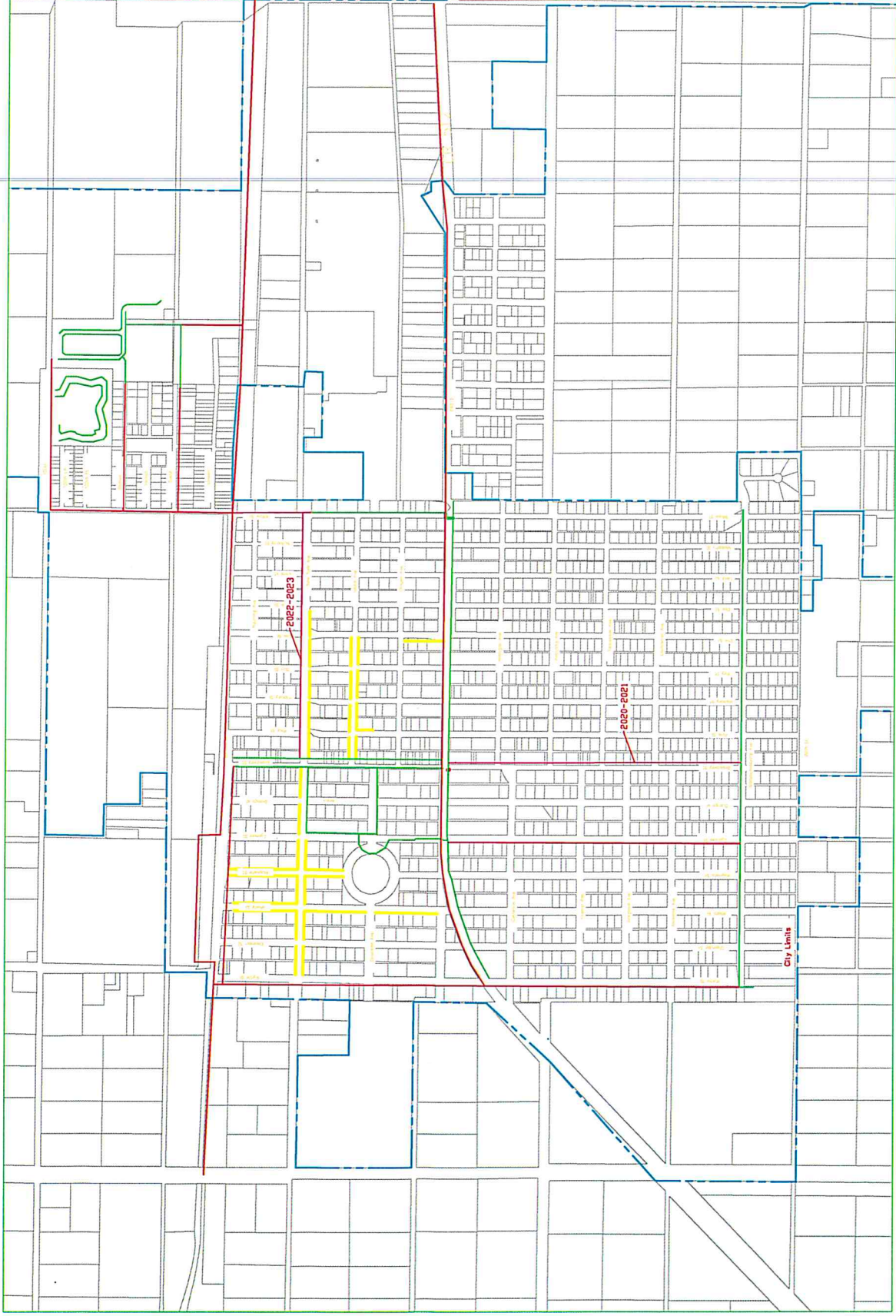
CITY OF FELLOSMERE, FLORIDA

Joel Tyson, Mayor

ATTEST:

(S E A L)

Maria Suarez-Sanchez, City Clerk



Fellsmere Sidewalk Inventory and Plan

- Programmed Sidewalks
- Existing Sidewalks (requires replacement)
- Existing Sidewalks (adequate condition)
- Proposed Sidewalks
- City Boundary



City of Fellsmere City Council Agenda Request Form

Meeting Date: January 14, 2021

Agenda Item No. 13(b)

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input checked="" type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Next stormwater project for SJRWMD cost share funding.

RECOMMENDED MOTION/ACTION: Discuss stormwater needs and provide direction to Staff for next stormwater project for SJRWMD cost share funding.

Approved by City Manager *Maadmoth* Date: 1-6-21

Originating Department: Community Development	Costs: \$ \$50,000.00 Funding Source: Stormwater Fund Acct. # :	Attachments: Fellsmere Drainage Map
Department Review: <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u> _____: Please initial one.

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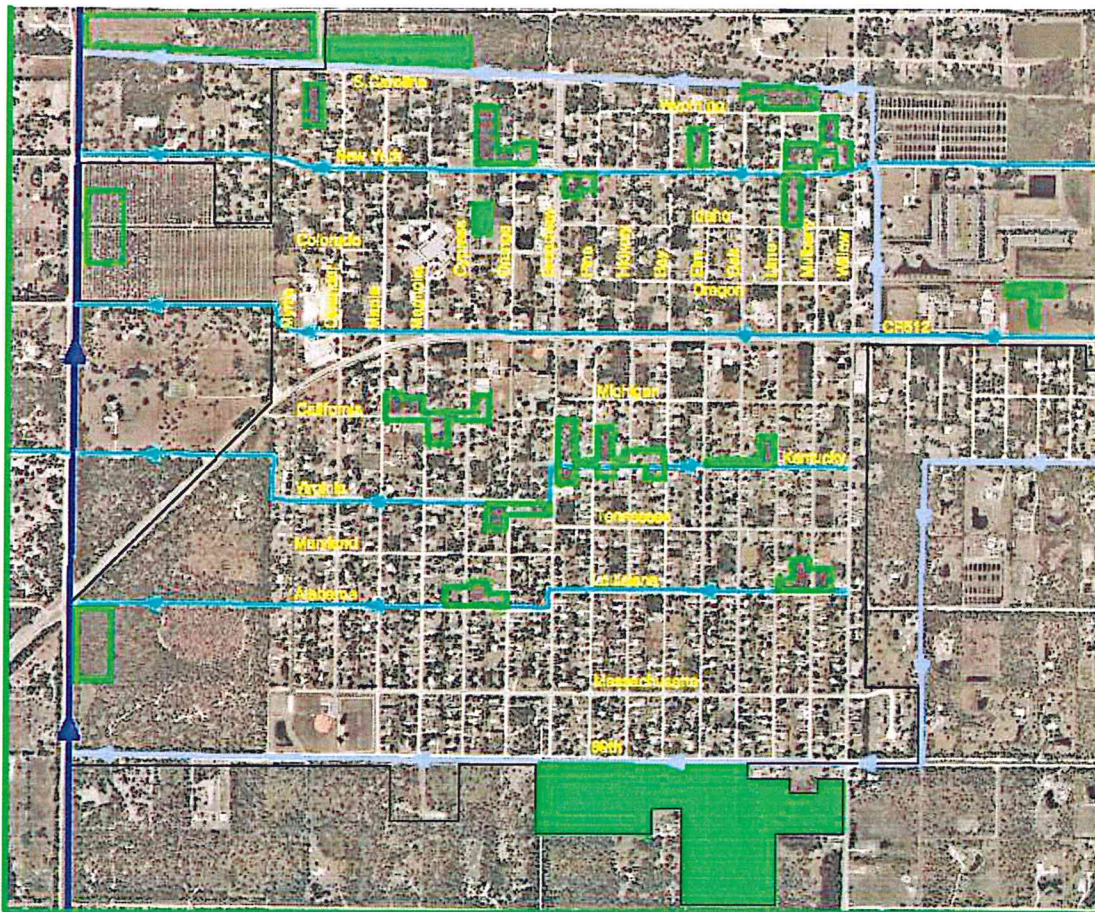
Summary Explanation/Background:

The SJRWMD offers cost share funding for stormwater enhancements. The program is for projects that have been designed and permitted and are ready for construction. The City of Fellsmere has identified a number of stormwater needs that have yet to be implemented. This agenda item seeks Council input on the next application for SJRWMD funding so that design may commence. The following is a summary of the stormwater needs and current status of various projects identified in the city's Stormwater Master Plan. Items in bold are most appropriate for this funding program.

- North Regional Lake – Done.
- South Regional Lake – Phase 1 Done. Phase 2 to begin construction in 2021. Funded by S319 federal funds.
- **Regional Lake #3 – Location and land to be determined. Until land is acquired, this project is on hold. This would be the ideal project if land were available.**
- **Stormwater Greenway – Ready to proceed. With strategic land purchase, project can be enhanced.**

- Alleyway Grading – Ready to proceed, Since project is not a water quality project, it may be unsuitable for this grant program.
- NY Culvert Replacement – To be under construction in 2022. Funded by CDBG-DR funds due to Irma.
- NY Ditch Diversion – Done.
- Road Paving and Drainage – Expected via FEMA and USDA funding or continued CDBG funding over time.
- Site Specific Projects
 - 89th Street Basins – Application is under review for CDBG-MIT funding due to Irma.
 - 97th Street Basins – Application is under review for CDBG-DR II funding due to Irma.
 - State Street Reservoir Expansion – Requires purchase of strategic lots.
 - Marian Fell Lake Expansion – Requires purchase of strategic lots.
 - Fellsmere Elementary Lake Expansion - Requires purchase of strategic lots.

Fellsmere Drainage Map



**City Council
Agenda Request Form**

Meeting Date: January 14, 2021

Agenda Item No. 13 (c)

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | |
| <input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM | |
| <input type="checkbox"/> Other: | |

SUBJECT: After the Fact approval for payment

RECOMMENDED MOTION/ACTION: Approval to pay Communications International \$9,005.40.

Approved by City Manager *Maad Math* Date: 1-6-21

Originating Department:	Costs: \$ 9,005.40 Funding Source: FDLE Grant Acct. #001-21-00521523	Attachments:
Department Review: <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input checked="" type="checkbox"/> FPD _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

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Summary Explanation/Background:

Three Harris handheld P25 compliant radios were ordered and received from Communications International. The radios were ordered based on an approved grant through FDLE JAG grants for \$11,458.00. Each radio costs \$3,001.80. See attached invoice. Since the total cost of each item together exceeds \$7,500.00, we are seeking approval from council to pay Communications International.



Invoice

Page 1 of 2
 Invoice Number PI130686
 Customer PO
 Date 11/20/2020
 Customer C000310

Communications International, Inc.
 4450 US Highway 1
 VERO BEACH, FL 32967
 772-569-5355

Bill To

Fellsmere, City of
 21 S Cypress ST
 FELLSMERE, FL 32948

Delivery Address

Fellsmere Police Department
 21 S Cypress ST
 FELLSMERE, FL 32948

REF: Quote QO0010254

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
Project	P2157.4.0002					
EVXG-PB78BE	Portable, XG-75PE, 768-861 MHz, Scan, Blk-Gry Serial numbers A40206002F31 A40206002F32 A40206002FD8	3	1,535.00	28%	1,105.20	3,315.60
MAEV-NPL3R	Feature, Maximum (1024+) Systems/Groups	3	0.01	0%	0.01	0.03
EVXG-NPL4F	Feature Package, P25 PHASE 2 TDMA	3	250.00	28%	180.00	540.00
EV-PL8Y	Feature, Encryption Lite	3	0.01	0%	0.01	0.03
MAEV-NPL7M	Feature, AES Encryption	3	495.00	28%	356.40	1,069.20
EV-PL4U	Feature, Single-Key DES Encryption	3	0.01	0%	0.01	0.03
MAEV-NHC2G	Belt Clip, Metal (CC23894)	3	20.00	28%	14.40	43.20
EV-CH5X	CHARGER, 1-BAY, TRI-CHEMISTRY	3	150.00	28%	108.00	324.00
MAEV-PA2U	Battery, Li-Polymer, 3600 mAH (BT023436001)	3	225.00	28%	162.00	486.00
MAEV-NNC5X	Antenna, 764-870 MHz, 1/4 Wave Whip (KRE10115062)	3	40.00	28%	28.80	86.40



Invoice

Page 2 of 2
 Invoice Number P1130686
 Customer PO
 Date 11/20/2020

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
MAEV-PA2U	Battery, Li-Polymer, 3600 mAh (BT023436001)	3	225.00	28%	162.00	486.00
EV-P25ED	FEATURE PACKAGE,P25 TRUNKING & EDACS	3	1,400.00	28%	1,008.00	3,024.00
FM-014712	Cover, UDC Weather Proof, P5300/P5400	3	20.00	28%	14.40	43.20
V2-S2ER12111	Storm Speaker Mic, P5300/P5400	3	133.64	15%	113.59	340.78
E1-10009	EARPHONE 2.5, R/A 30" COILED CORD	3	32.92	15%	27.98	83.95
Subtotal						9,842.42

Project P2157.4.0002 Service order SVC112968
 Authorized By Requested By Lt. Scott Newsom

Add'l Discount for EDACS	3	-324.00	0%	-324.00	-972.00	
Programming	3	45.00	0%	45.00	135.00	
Rounding Adjustment	1	-0.02	0%	-0.02	-0.02	
Subtotal						-837.02

Sales tax \$0.00

Total \$9,005.40



Chief of Police
 Fellsmere Police Department

- GRANT -

Remit to Communications International, Inc. Due date 12/20/2020 E-mail ar@ask4ci.com
 4450 US Highway 1 Terms N30
 VERO BEACH, FL 32967

**City Council
Agenda Request Form**

Meeting Date: January 14, 2021

Agenda Item No. 13(d)

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input checked="" type="checkbox"/> Other: Memorandum of Understanding (MOU) | |

SUBJECT: Multi-agency agreement, granting authority for the Chief of Police to sign on behalf of the police department and the City of Fellsmere

RECOMMENDED MOTION/ACTION:

Approved by City Manager Martin Math Date: 1-6-21

Originating Department:	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input checked="" type="checkbox"/> FPD _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Wednesday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Wednesday deadline.

Summary Explanation/Background: A Memorandum of Understanding (MOU) between law enforcement agencies is a standard agreement designed to provide mutual aid between those agencies as circumstances arise. It is requested that the Chief of Police be granted the authority to sign the pending and future revisions on behalf of the police department and City of Fellsmere when they do not involve increases in costs or obligations to City.

**COMBINED
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT
BETWEEN
INDIAN RIVER COUNTY SHERIFF'S OFFICE
AND
VERO BEACH POLICE DEPARTMENT
AND
SEBASTIAN POLICE DEPARTMENT
AND
TOWN OF INDIAN RIVER SHORES PUBLIC SAFETY DEPARTMENT
AND
FELLSMERE POLICE DEPARTMENT**

The Agencies named in this document agree as follows:

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

1. Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and
2. Intensive situations, including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida Statutes; and,

WHEREAS, the subscribing law enforcement agencies have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which:

1. Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and,
2. Provides for rendering of assistance in a law enforcement emergency.

NOW, THEREFORE, the parties agree as follows:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, burglaries, thefts, gambling, motor vehicle thefts, controlled substances violations, DUI violations and with backup services during patrol activities, school resource officers on official duty out of their jurisdictions, school safety officers enforcing laws within 1000 feet of a school, and inter-agency task forces, joint operational teams or units, and/or joint investigations.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, law enforcement emergencies, large protest demonstrations, aircraft disasters, fires, hurricanes, tornadoes or other weather-related crises, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that a party to this agreement is in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary and will respond in a manner he/she deems appropriate.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters of routine nature, such as traveling through the jurisdiction on routine business, attending a meeting or going to or from work, or transporting a prisoner, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with the law. Should enforcement action be taken, said party shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency or normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

No officer or appointee shall be empowered under this agreement to operate in the other agency's jurisdiction without prior approval of the agency head having normal jurisdiction.

The agency head's decision in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISOR RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer and shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

CONFLICTS: Whenever an officer, deputy sheriff or other appointee is rendering assistance pursuant to this agreement, the officer, deputy sheriff or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her

own employing agency. If any such rules, regulation, personnel policy, general order or standard operating procedures contradicted, contravened or otherwise are in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and shall supersede the direct order.

Nothing in this agreement shall be construed to compromise the powers granted to the Sheriff under Section 30.15 and 14.022 of Florida Statutes, the State of Florida Constitution and the Constitution of the United States.

HANDLING COMPLAINTS: Whenever there is cause to believe that a complaint has arisen as a result of cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complaining party.
2. A phone number, address or email address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the assisting agency violated any of their agency's policies and procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agree to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- A. Employees of the subscribing law enforcement agencies when actually engaging in mutual cooperation and assistance outside their jurisdictional limits but inside this state, under the terms of this agreement, shall pursuant to the provisions of Section 23. 127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- B. Each party agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other party to the agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

- C. A political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- D. The agency furnishing aid pursuant to this agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. However, the requesting agency may compensate the assisting agency during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering aid pursuant to this agreement.
- E. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extra territorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.
- F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- G. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

SECTION VII: LIABILITY INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28 (15)(A), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be cancelled or undergoes material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice of actual knowledge of such change.

SECTION VIII: FORFEITURE PROVISIONS

A. In the event an agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action and shall have the exclusive right to control and the responsibility to maintain

the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.

B. All proceeds from forfeited property seized as a result of or in accordance with this agreement shall be retained by the requesting agency, unless otherwise agreed in writing.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until January 31, 2025. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION X: CANCELLATION

Any party may cancel its participation in this agreement upon delivery of written notice to the other party or parties. Cancellation will be at the direction of any subscribing party.

In witness whereof, the parties hereto cause these presents to be signed on the date specified by their duly authorized officers.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ERIC FLOWERS
SHERIFF
INDIAN RIVER COUNTY SHERIFF'S OFFICE

DATE: _____

DAVID CURREY
CHIEF OF POLICE
VERO BEACH POLICE DEPARTMENT

DATE: _____

DAN ACOSTA
CHIEF OF POLICE
CITY OF SEBASTIAN POLICE DEPARTMENT

DATE: _____

RICHARD ROSELL
DIRECTOR OF PUBLIC SAFETY
TOWN OF INDIAN RIVER SHORES
PUBLIC SAFETY DEPARTMENT

DATE: _____

THOMAS F. SLATER
MAYOR
TOWN OF INDIAN RIVER SHORES

DATE: _____

KEITH M. TOUCHBERRY
CHIEF OF POLICE
CITY OF FELLSMERE

DATE: _____

JOEL TYSON
MAYOR

DATE: _____

MARIA SUAREZ-SANCHEZ
CITY CLERK
CITY OF FELLSMERE

DATE: _____

**City of Fellsmere City Council
Agenda Request Form**

Meeting Date: January 14, 2021

Agenda Item No. 13 (e)

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |

Other:

SUBJECT: Appointment of Interim City Manager

RECOMMENDED MOTION/ACTION: Appoint Chief Touchberry as Interim City Manager

Approved by City Manager *MacAdams* Date: 1-6-21

Originating Department:	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input checked="" type="checkbox"/> FPD _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone____ or Not applicable in this case <u>X</u> Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

Summary Explanation/Background:

Section 2-89. Duties, of the Code of Ordinances requires the City Manager designate a qualified city employee to exercise the powers and perform the duties of the city manager during any absence or disability of the city manager. While the City Manager was away in the past, the interim City Manager duties were shared among the Finance Director and the Chief of Police by verbal appointment. These times away were never without the ability of the City Manager to be accessed via phone or email. A need for a more formal appointment for conditions in which the City Manager is not available remains.

Since the finance department requires certain redundancy for audit controls, appointment of someone other than the Finance Director would make the most sense. Given the tenure of the other directors and involvement in the community, assignment of the Police Chief as the sole and formal Interim City Manager is requested. Although this appointment pursuant to the Code of Ordinances is the City Manager's prerogative, the Code does state that the council may revoke such designation at any time and appoint another eligible person, other than a currently sitting councilmember, to serve as acting city manager. As such, the City Manager is seeking City Council support for the appointment of the Police Chief as the Interim City Manager during any absence or disability of the city manager.

The appointment does not require any title or pay adjustment. However, pursuant to the Standard Operating Procedures, the Police Chief will be eligible for a 10% pay increase during the actual times that he serves as Interim City Manager. Acting as Interim City Manager will occur only when the City Manager is not accessible in person or by phone or email or is unable to perform the duties of City Manager.

Training will be provided to the Police Chief to ensure that he maintains the ability to perform the required duties of Interim City Manager.

**City of Fellsmere City Council
Agenda Request Form**

Meeting Date: January 14, 2021

Agenda Item No. 13(f)

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing

- RESOLUTION
- DISCUSSION

ORDINANCE ON FIRST READING

BID/RFP AWARD

GENERAL APPROVAL OF ITEM

CONSENT AGENDA

Other:

SUBJECT: Exempt Employee Policy Changes

RECOMMENDED MOTION/ACTION: Review and approve Exempt Employee policy changes.

Approved by City Manager M. Admathe Date: 1-6-21

Originating Department:	Costs: \$ Funding Source: Acct. #	Attachments: CFR 541.602 SOP Excerpts
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u> Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

Summary Explanation/Background:

As changes to the Standard Operating Procedures (SOP) are being finalized for formal adoption by Resolution of the City Council, individual issues are brought to Council for pre-review and approval. One area that the current SOP does not fully address is related to exempt employees – those employees compensated by salary in lieu of hourly.

In essence, a salaried employee is to be paid their annual salary at their daily rate of pay regardless of how many hours are worked that day. Deductions from pay for vacation or sick leave can only be accounted for when an exempt employee is absent for a full day. As long as an exempt employee is completing their required job assignments, the City is not allowed to require they make up lost time for part-days off by working later other days or on weekends or deduct part day sick or vacation time.

This federal requirement is essentially a trade-off for the city. Exempt employees are not paid overtime, but they also do not have to utilize sick or vacation time for part days off. A further trade-off of this dynamic is proposed in the SOP by requiring exempt employees to work a full 40 hour week. This contrast with hourly employees who only have to work 37.5 hours per week, get paid overtime in excess of 40 hours and must use sick or vacation time for any time off.

Please see the attached excerpt of the Code of Federal Regulation Section 541.062 and the proposed SOP changes attached. Exempt positions in the City are: City Manager, City Clerk, Police Chief, Lieutenant, Utility Director, Finance Director, Senior Accountant, Planner and Public Works Director.

Item	Exempt	Non-Exempt
Work Week	40 hours	37.5 hours
Vacation / Sick	Full Day (8 hour) increments	Hour for Hour for time off
Overtime	No	Yes (in excess of 40 hours)

PART 1 - STANDARD OPERATING PROCEDURES

SECTION 2 - DEFINITIONS OF TERMS

EMPLOYEE (Non-Exempt) - An individual who is legally employed by the City and is compensated through the City pay roll for services on an hourly basis. Individuals or groups compensated on a fee basis are not included.

EXEMPT EMPLOYEE - An individual who is legally employed by the City and is compensated through the City pay roll for services on a salary basis. Individuals or groups compensated on a fee basis are not included.

FULL TIME - Appointment to a position that requires an employee to work thirty-seven and one half (37.5) hours or more per week or an exempt employee to work forty (40) hours or more per week.

SECTION 7 – ATTENDANCE

7.01 Basic Workweek - Full-Time Employees

- A. The basic work week for non-exempt employees, other than police officers, shall consist of thirty-seven and one half (37.5) hours unless otherwise specified or scheduled by the City Manager to meet particular requirements of individual departments. Individual Department Heads shall establish the basic work week and hours of work best suited to meet the needs of the department and provide superior service to the community. Nothing in these rules shall be construed as a guarantee or limitation of the hours to be worked per week. Sworn police officers work eighty (80) hours in a consecutive fourteen-day period. Exempt employees work forty (40) hours per week.

SECTION 9 - ANNUAL LEAVE (VACATION)

9.03 Requests for Annual Leave

- A. A request for annual leave shall be submitted in writing to the employee's department head.
- B. A request for leave shall not be granted if the employee has no accrued balance of annual leave. Annual leave shall not be used in advance of its being accrued.
- C. Holidays that occur during the period selected by the employee for annual leave shall not be charged against such annual leave; however, the holiday will be charged against holiday leave regularly due to the employee.
- D. For non-exempt employees, the minimum charge against the accrued annual leave balance is one hour. One hour shall be deducted from an employee's accrued leave balance for each hour or part thereof that an employee is actually absent from work.
- E. For exempt employees, the minimum charge against the accrued annual leave balance is eight hours. Eight hours shall be deducted from an exempt employee's accrued leave balance for each full day that an employee is actually absent from work. Pursuant to the Code of Federal Regulations Section 541.602, no deduction shall be made for partial day leaves.

PART 1 - STANDARD OPERATING PROCEDURES

SECTION 10 - SICK LEAVE

10.05 Charging Leave

Sick leave shall be charged to a non-exempt employee for the actual time the employee is away from work. For an exempt employee, the minimum charge against the accrued sick leave balance is eight hours. Eight hours shall be deducted from an exempt employee's accrued sick leave balance for each full day that an employee is actually absent from work due to reasons set forth in Section 10.04.A. Pursuant to the Code of Federal Regulations Section 541.602, no deduction shall be made for partial sick day leaves.

SECTION 13 – PAY PLAN

13.02 Employee Classifications

- A. Non-exempt Employees: The classification of positions that, under the Fair Labor Standards Act, is entitled to compensation for any time spent actually performing work for the City. Non-exempt employees receive extra pay for overtime work and are entitled to other protections of the Act.
- B. Exempt Employees: The classification of positions that either is executive, administrative, or professional, according to provisions of the Fair Labor Standards Act. Such positions are "exempt" from the overtime compensation requirements of the Act. That is, they are paid a salary that compensates for the job to be done regardless of the number of hours worked.
- C. Deductions for Absences and Penalties: Non-exempt employees (as defined above) are subject to deductions for absences and penalties on an hourly basis. Exempt employees (as defined above) are paid a weekly salary and deductions must be treated differently. Exempt employees are subject to deductions from their salary for any week in which they perform no work; for personal absences of a day or more; for penalties imposed in good faith for infractions of safety rules of major significance; and for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions including such things as harassment, violence, drug or alcohol violations, or violations of state or federal laws. Full-day absences from work because of sickness or disability will be charged to the employee's sick leave or vacation accrual. If an exempt employee has not yet qualified for sick leave or vacation or has exhausted his/her allowance, deductions may be made for full days absent from the employee's salary. Any other deductions may be improper.
- D. The City is committed to paying employees in accordance with the Fair Labor Standards Act. Any exempt employee whose salary has been subject to improper deductions should immediately contact the finance department. If an improper deduction has been made, the employee will be reimbursed on the next regular payday.

Code of Federal Regulations

Section 541.602

(a) *General rule.* An employee will be considered to be paid on a "salary basis" within the meaning of this part if the employee regularly receives each pay period on a weekly, or less frequent basis, a predetermined amount constituting all or part of the employee's compensation, which amount is not subject to reduction because of variations in the quality or quantity of the work performed.

(1) Subject to the exceptions provided in paragraph (b) of this section, an exempt employee must receive the full salary for any week in which the employee performs any work without regard to the number of days or hours worked. Exempt employees need not be paid for any workweek in which they perform no work.

(2) An employee is not paid on a salary basis if deductions from the employee's predetermined compensation are made for absences occasioned by the employer or by the operating requirements of the business. If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

(3) Up to ten percent of the salary amount required by §541.600(a) may be satisfied by the payment of nondiscretionary bonuses, incentives and commissions, that are paid annually or more frequently. The employer may utilize any 52-week period as the year, such as a calendar year, a fiscal year, or an anniversary of hire year. If the employer does not identify some other year period in advance, the calendar year will apply. This provision does not apply to highly compensated employees under §541.601.

(i) If by the last pay period of the 52-week period the sum of the employee's weekly salary plus nondiscretionary bonus, incentive, and commission payments received is less than 52 times the weekly salary amount required by §541.600(a), the employer may make one final payment sufficient to achieve the required level no later than the next pay period after the end of the year. Any such final payment made after the end of the 52-week period may count only toward the prior year's salary amount and not toward the salary amount in the year it was paid.

(ii) An employee who does not work a full 52-week period for the employer, either because the employee is newly hired after the beginning of this period or ends the employment before the end of this period, may qualify for exemption if the employee receives a pro rata portion of the minimum amount established in paragraph (a)(3) of this section, based upon the number of weeks that the employee will be or has been employed. An employer may make one final payment as under paragraph (a)(3)(i) of this section within one pay period after the end of employment.

(b) *Exceptions.* The prohibition against deductions from pay in the salary basis requirement is subject to the following exceptions:

(1) Deductions from pay may be made when an exempt employee is absent from work for one or more full days for personal reasons, other than sickness or disability. Thus, if an employee is absent for two full days to handle personal affairs, the employee's salaried status will not be affected if deductions are made from the salary for two full-day absences. However, if an exempt employee is absent for one and a half days for personal reasons, the employer can deduct only for the one full-day absence.

(2) Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for loss of salary occasioned by such sickness or disability. The employer is not required to pay any portion of the employee's salary for full-day absences for which the employee receives compensation under the plan, policy or practice. Deductions for such full-day absences also may be made before the employee has

qualified under the plan, policy or practice, and after the employee has exhausted the leave allowance thereunder. Thus, for example, if an employer maintains a short-term disability insurance plan providing salary replacement for 12 weeks starting on the fourth day of absence, the employer may make deductions from pay for the three days of absence before the employee qualifies for benefits under the plan; for the twelve weeks in which the employee receives salary replacement benefits under the plan; and for absences after the employee has exhausted the 12 weeks of salary replacement benefits. Similarly, an employer may make deductions from pay for absences of one or more full days if salary replacement benefits are provided under a State disability insurance law or under a State workers' compensation law.

(3) While an employer cannot make deductions from pay for absences of an exempt employee occasioned by jury duty, attendance as a witness or temporary military leave, the employer can offset any amounts received by an employee as jury fees, witness fees or military pay for a particular week against the salary due for that particular week without loss of the exemption.

(4) Deductions from pay of exempt employees may be made for penalties imposed in good faith for infractions of safety rules of major significance. Safety rules of major significance include those relating to the prevention of serious danger in the workplace or to other employees, such as rules prohibiting smoking in explosive plants, oil refineries and coal mines.

(5) Deductions from pay of exempt employees may be made for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules. Such suspensions must be imposed pursuant to a written policy applicable to all employees. Thus, for example, an employer may suspend an exempt employee without pay for three days for violating a generally applicable written policy prohibiting sexual harassment. Similarly, an employer may suspend an exempt employee without pay for twelve days for violating a generally applicable written policy prohibiting workplace violence.

(6) An employer is not required to pay the full salary in the initial or terminal week of employment. Rather, an employer may pay a proportionate part of an employee's full salary for the time actually worked in the first and last week of employment. In such weeks, the payment of an hourly or daily equivalent of the employee's full salary for the time actually worked will meet the requirement. However, employees are not paid on a salary basis within the meaning of these regulations if they are employed occasionally for a few days, and the employer pays them a proportionate part of the weekly salary when so employed.

(7) An employer is not required to pay the full salary for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. Rather, when an exempt employee takes unpaid leave under the Family and Medical Leave Act, an employer may pay a proportionate part of the full salary for time actually worked. For example, if an employee who normally works 40 hours per week uses four hours of unpaid leave under the Family and Medical Leave Act, the employer could deduct 10 percent of the employee's normal salary that week.

(c) When calculating the amount of a deduction from pay allowed under paragraph (b) of this section, the employer may use the hourly or daily equivalent of the employee's full weekly salary or any other amount proportional to the time actually missed by the employee. A deduction from pay as a penalty for violations of major safety rules under paragraph (b)(4) of this section may be made in any amount.

**City of Fellsmere City Council
Agenda Request Form**

Meeting Date: January 14, 2021

Agenda Item No. 13(g)

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing

- RESOLUTION
- DISCUSSION

ORDINANCE ON FIRST READING

BID/RFP AWARD

GENERAL APPROVAL OF ITEM

CONSENT AGENDA

Other:

SUBJECT: Construction Engineering Inspection for the 100th Lane/Place Paving and Drainage Project

RECOMMENDED MOTION/ACTION: Authorize Mayor to execute contract with Masteller & Moler for Construction Engineering Inspection services for the 100th Lane/Place Paving and Drainage Project.

Approved by City Manager *Marc Moller* Date: 1-6-21

Originating Department:	Costs: \$45,240.00 Funding Source: Infrastructure Acct. #	Attachments: Work Authorization #7
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u> Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

Summary Explanation/Background:

The City of Fellsmere has been awarded a CDBG Grant for paving 100th Lane and Place as well as construct a skate park to be located at Senior League Park. This agenda item seeks approval of the Council for construction engineering inspection services for 100th Lane and Place only. Similar services for the skate park are not required due to the simple nature of that work. Masteller & Moler is the design firm and the CDBG regulations allow the design firm to also be the inspection firm. This has been the normal process of the City for CDBG grants.

EXHIBIT "B"

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

CITY OF FELLSMERE

WORK ORDER NO. 7

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

Thank you for the opportunity to offer the expertise and experience of Masteller & Moler, Inc. relative to Construction Engineering Services (CEI) concerning the 100th Lane and 100th Place Roadway Improvements project. We propose to provide you with the necessary engineering services to complete the following Scope of Work:

Scope of Services:

The City of Fellsmere is proposing paving and drainage improvements to the 100th Lane and 100th Place Roadways, as well as flood plain storage mitigation areas along the two (2) roadways and within Meadows Field Athletic Park (approximately 2,200 lineal feet southeast of the roadways). The Project consists of three (3) services areas as defined by the CDBG Phase 7 Grant-funding Application:

Service Area #1:

- Street Improvements – New Paving
- Flood & Drainage Improvements
 - 100th Lane & 100th Place Stormwater Management System
 - Regrading of the Alley-way between the two (2) roadways
 - Regrading of the Fellsmere Water Control District's Sub-Lateral PL-12 Canal

Service Area #3:

- Flood Plain Storage Mitigation
 - 100th Lane – Lots 46, 47, & 48 storage area
 - 100th Place – Lot 14 storage area

Service Area #4:

- Flood Plain Storage Mitigation
 - Meadows Field Athletic Park

***Note: Service Area #2 refers to the Senior League Park Skate Park which is being bid and constructed as a separate project. CEI Services for Service Area #2 are not included as part of this Work Order No. 7**

Per the Contract Bid Form and Plans, the above-referenced project proposes approximately 3,390 square yards of asphalt paving, including a turn-around and driveway connection to Indian River County-owned North Willow Street for each roadway, as well as associated stabilized shoulders, striping, pavement markers, new stormwater management facilities, and existing stormwater facilities enhancements.

Per Exhibit "A", Section 12 of our existing "Continuing Engineering Services" agreement dated December 15th, 2016 with the City of Fellsmere, Masteller & Moler, Inc. proposes to provide Contract Administration and Construction Engineering Inspection services for the project including but not limited to: attend the Pre-Construction Meeting and periodic Project Meetings, Shop Drawing Review, Construction Observation and Inspection, Work Change Directives and Project Change Orders, Contractor Pay Application Review, Punch List Walk-thru and Final Walk-thru, As-Built Review, and Project Close-out / Certifications Review.

Please note that our services on this project do not include any tasks related to the Davis-Bacon Act or any other requirements of project funding programs being utilized on this project and not specifically stated in this Scope of Services.

We propose to perform the Scope of Services as outlined under Exhibit B on the previous page on the previous page based on a Lump Sum Fee of \$ 45,240.00. Billing shall be billed based on the percent of services completed to date. Payment of fees rendered are due within thirty (30) days from billing date.

Reimbursables Costs: All photo copies, prints and facsimile transmissions will be billed at the following rates: Photo copies 8-1/2" x 11" \$0.25/sheet; photo copies 8-1/2" x 14" \$0.35/sheet; photo copies oversized \$0.50/sheet; black line prints \$0.333/SF; reproducible mylars \$4.40/SF; and CD's \$10.00.

Masteller & Moler, Inc. shall assist the City of Fellsmere with professional services for the Project. This Work Order #7 authorizes the work described herein in accordance with the terms of the Non-Exclusive Professional Services Agreement. The work as outlined above shall not exceed \$45,240.00 without prior written consent.

MASTELLER & MOLER, INC.

CITY OF FELLSMERE



(signature)

(signature)

Earl H. Masteller, PE, BCEE, President

(print Name & Title)

(print name & Title)

Date: _____

**City of Fellsmere City Council
Agenda Request Form**

Meeting Date: January 14, 2021

Agenda Item No. 13(h)

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Bank Loan with Marine Bank for Replacement of Fleet Vehicles

RECOMMENDED MOTION/ACTION: Approve Banking Agreement

Approved by City Manager *Marcia Mathis* Date: 1-6-21

Originating Department:	Costs: Up to \$250,000 Funding Source: Infrastructure Acct. #	Attachments: (3) Loan documents
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u> Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

Summary Explanation/Background: After evaluating the prospect of leasing fleet vehicles from the Enterprise Rental Car program, we were not able to successfully negotiate certain important terms with Enterprise. These issues related to indemnification and insurance coverage. Management then began discussions with our depository bank, Marine Bank & Trust, about establishing a series of yearly loan programs to replenish our ageing vehicle fleet, much as we intended with the rental car program. Each year will be a new loan, that will allow us to buy between four to six new vehicles, to replace those that are closest to failure, in our fleet. The vehicles being replaced will be sold at auction, with the proceeds used to reduce the cost of upfitting the new vehicles. The loan documents have been reviewed by the City Attorney and changes have been made by Marine Bank to be compliant with City standards.

Marine Bank is providing us with a very favorable interest rate (4%) and terms (6-year term) that are agreeable to our budget.

MARINE BANK & TRUST COMPANY
PROMISSORY NOTE

U.S. \$250,000.00

Vero Beach, Florida
January __, 2021

BEING INDEBTED, for value received, the undersigned (hereinafter referred to as "Borrower") promises to pay to **MARINE BANK & TRUST COMPANY** (hereinafter referred to as "Holder"), or order, at 571 Beachland Boulevard, Vero Beach, Florida 32963, the sum of **TWO HUNDRED FIFTY THOUSAND and NO/100 (\$250,000.00) DOLLARS OF THE UNITED STATES OF AMERICA**, together with interest thereon on all sums advanced from the date hereof, at the fixed rate of Four (4.00%) Percent per annum. Interest calculations under this Note shall be made by Holder on the basis of a three hundred sixty (360) day year. Effective as of and commencing on February __, 2021 and through and until the payment due of July __, 2021, Borrower shall make interest only payments to Holder at the rate set forth above. Thereafter, Effective as of and commencing on August __, 2021 and on the (__) day of each and every month thereafter, through and until the Maturity Date specified below, Borrower shall make monthly payments to Holder of principal and interest at the rate set forth above in the amount of _____ (\$ _____) Dollars.

All remaining sums of principal and accrued interest shall become immediately due and payable in full on **July __, 2027** (hereinafter and heretofore referred to as the "Maturity Date").

This Note evidences a closed-end line of credit to Borrower from Holder. Advances pursuant to this Note will be made from time to time to Borrower by Holder upon a Request for Advance submitted by Borrower to Holder. In no event shall the outstanding and unpaid principal balance due hereunder at any time exceed the face amount of this Note, as stated herein. This Note does not evidence nor does it represent a revolving line of credit; once advances are made to Borrower by Holder totaling no more than the face amount of this Note, no further borrowings by Borrower shall be permitted.

Time is of the essence hereof. If any monthly installment due hereunder is not received by Holder within ten (10) days of its due date, Borrower shall pay to Holder a late charge equal to Five (5.00%) Percent of said monthly installment due and not received by Holder within said ten (10) day period. This Note shall be deemed and considered in default when any payment required to be made hereunder shall not have been received by Holder within thirty (30) days following the due date and shall remain in default until all sums then declared to be due and payable by Holder shall have been paid. If any monthly installment or other payment due under this Note is in default as defined herein, or if any action or forbearance under any related loan or security document is in default as defined therein, the entire principal amount outstanding and accrued interest thereon shall become immediately due and payable at the option of Holder. Holder may exercise this option to accelerate during any default regardless of any prior forbearance. If suit is brought to collect this Note, Holder shall be entitled to collect all reasonable costs and expenses of that suit not limited to taxable costs, including but not limited to reasonable attorneys' fees, including appellate attorneys' fees. Any judgment, which is rendered by a court of competent jurisdiction on this Note as a result of a default hereunder, shall accrue interest at the default rate of interest set forth in this Note, rather than at the then applicable statutory rate of interest for money judgments. The thirty (30) day default period shall

have no applicability to the final payment due on the Maturity Date, which said final payment shall be deemed and considered in default if not paid on the Maturity Date.

This Note, the obligation evidenced by this Note may be prepaid in whole or in part without penalty. All payments made upon this Note shall be applied first to the payment of accrued interest and secondly upon the principal balance, except that payments made hereon may first be applied against any late charges or other fees and expenses incurred by Holder and then to interest and principal as aforesaid at Holder's option.

Notwithstanding the rates of interest set forth in this Note, it is the intention of Borrower and Holder that the interest charged shall in no event ever exceed the maximum allowed by law; and any sums paid or collected which would render this obligation usurious shall be refunded or credited to Borrower. Borrower and all makers, endorsers, sureties, and guarantors jointly and severally waive any and all rights or entitlements Borrower may have to a trial by jury in any dispute in connection with this instrument and waive any defenses to collection of this Note on the basis of the expiration of any statute of limitation. Borrower and all makers, endorsers, sureties, and guarantors jointly and severally waive notice of and consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by Holder with respect to the payment or other provisions of this Note, and to the release of the collateral or any part thereof, with or without substitution, and agree that additional makers, endorsers, guarantors, or sureties may become parties to this Note without notice to them and without affecting their liability hereunder. Borrower and all makers, endorsers, sureties, and guarantors jointly and severally waive presentment for payment, demand, notice of demand, notice of nonpayment, notice of maturity, presentment, or dishonor, protest, notice of protest of this Note, and any statute of limitations applicable to this obligation; and, the said parties further agree that the liability of each of them shall be unconditional, joint, and several, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver, or modification granted or consented to by Holder. Holder shall not be deemed by any act of omission or commission to have waived any of Holder's rights or remedies under this Note, unless such waiver is in writing and signed by Holder and then only to the extent specifically set forth in the writing. Failure of Holder to exercise any right or remedy on any occasion shall not constitute a waiver of the right to exercise such right or remedy on any other occasion. In the event that this Note is executed by more than one party, the liability of all signatories under and to this Note shall be joint and several.

This Note is subject to the terms and conditions of an unrecorded Loan Agreement of even date herewith.

“BORROWER”

CITY OF FELLSMERE, a Florida
municipal corporation

By: _____
JOEL TYSON, Mayor

**FLORIDA DOCUMENTARY STAMP TAX HAS BEEN PAID IN FULL AND
REMITTED DIRECTLY TO THE FLORIDA DEPARTMENT OF REVENUE.**

**COOPERATION AND ACKNOWLEDGMENT AGREEMENT; BUSINESS
PURPOSE STATEMENT; REPRESENTATIONS AND WARRANTIES
AND OTHER AGREEMENTS**

BEFORE ME, the undersigned authority, personally appeared JOEL TYSON (hereinafter referred to as "Affiant"), said parties also being the Mayors, respectively, of CITY OF FELLSMERE, a Florida municipal corporation (hereinafter referred to as either "BORROWER" or as "CITY"), who being by me first duly sworn, on oath, do depose, agree, and say:

**COOPERATION AND ACKNOWLEDGMENT AGREEMENT AND
NOTICE OF POSSIBLE ELIGIBILITY FOR LOWER REISSUE RATE**

For good and valuable consideration, in hand paid and received, the receipt and sufficiency of which are hereby acknowledged by Affiant in exchange for a loan in the amount of **\$250,000.00** (the "Loan"), the undersigned does hereby acknowledge and confirm the following:

The undersigned shall cooperate in all respects with LENDER and promptly execute any and all additional documents required by LENDER and/or LENDER's counsel in order to carry out, satisfy, and fulfill the terms and conditions of the Loan. Further, the undersigned does hereby authorize LENDER or LENDER's agent to effect the disbursements identified on the closing statement or Closing Disclosure executed in connection with the Loan by LENDER to the undersigned. Further, the undersigned does acknowledge and affirm that the undersigned have not relied upon LENDER or its principals, agents, representatives, or attorneys either to inspect or evaluate the property pledged as collateral for the Loan. Further, the undersigned does acknowledge and affirm that the undersigned has selected insurance agents and underwriters of the undersigned's choosing and that the undersigned has not been coerced or influenced by LENDER to select any particular insurance agent or insurance underwriter. Such choices and selections have been made by the undersigned voluntarily. In addition, the undersigned shall also procure all forms and coverages of insurance as LENDER may require at any time during the term of the Loan.

Further, the undersigned does acknowledge and affirm that the law firm of J. ATWOOD TAYLOR, III, CHARTERED, P.L. represents LENDER and LENDER only and does not represent the undersigned, despite that the undersigned is or may be paying fees and costs to J. ATWOOD TAYLOR, III, CHARTERED, P.L. as part of the undersigned's closing costs and expenses of the Loan transaction; and the undersigned does acknowledge that J. ATWOOD TAYLOR, III has not provided to the below named party or parties legal counsel or tax advice with respect to the Loan documents.

BUSINESS PURPOSE STATEMENT

The undersigned, for valuable consideration in hand paid and received, as (or on behalf of) BORROWER states and agrees as follows:

1. That the proceeds of the Loan or other extension of credit, evidenced by a Promissory Note dated **January __, 2021** in the principal amount of **\$250,000.00** will be used in the following type of business: **provide a source of funding for the purchase of vehicles and outfitting for commercial purposes.**
2. That the proceeds of the loan and/or other extensions of credit will be used primarily for business purposes, the exact nature of which is as follows: **provide a source of funding for the purchase of vehicles and outfitting for commercial purposes.**
3. That the proceeds of the loan shall not be used for or applied to the purchase of or maintenance of real estate occupied by Affiant or Affiant's residence without LENDER's prior written consent.

4. That the loan is not secured by an assignment of wages, salaries or compensation for the services of BORROWER or CITY nor by the household furniture or other goods of BORROWER or CITY used for personal, family, or household purposes.

That all statements made herein are true, correct, and accurate. **NOTICE: ANY PERSON KNOWINGLY MAKING A FALSE STATEMENT ON ANY APPLICATION FOR A LOAN MAY BE SUBJECT TO A FINE AND IMPRISONMENT UNDER THE PROVISIONS OF 18 U.S.C.A. SECTIONS 1014 & 1344 AND APPLICABLE STATE LAW.**

BORROWER'S REPRESENTATIONS AND WARRANTIES

WHEREAS, LENDER has agreed to make the Loan to BORROWER in the amount of \$250,000.00; and

WHEREAS, LENDER desires certain assurances from BORROWER in connection with the Loan; and

WHEREAS, BORROWER desires to grant such assurances to LENDER.

NOW, THEREFORE, in consideration of Lender's agreement to make the aforesaid Loan, Mortgagor does hereby make the following representations and warranties unto Lender, its successors or assigns:

1. There are no actions, suits or proceedings pending or, to the knowledge of BORROWER, affecting BORROWER before any Court or before any governmental department or agency which may result in any material adverse change in the business or condition of BORROWER. BORROWER has complied with all applicable statutes and regulations having jurisdiction over BORROWER, and BORROWER is not in default with respect to any order, writ, injunction or decree of any Court or governmental agency; and there exist no claims involving BORROWER except immaterial claims arising in the ordinary course of business. BORROWER is not a party to any contract or agreement which is materially adverse to BORROWER's properties, assets or conditions, financial or otherwise, and neither the execution and delivery to LENDER of the Promissory Note or other loan documents by BORROWER will conflict with or result in a breach of the terms, conditions or provisions of or constitute a default under any agreement or other instrument to which BORROWER is a party, or by which BORROWER is bound or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon the Property.

2. BORROWER possesses all franchises, permits, licenses, certifications, and rights necessary for the conduct of its affairs as now conducted or proposed to be conducted, on and at the property and without substantial known conflict with the rights of others. There are no violations of any requirements of any applicable zoning codes, agreements (including Developer Agreements, Settlement Agreements, operating agreements, or similar instruments).

3. If any one of the representations and warranties is not true and correct at the time BORROWER seeks the disbursement of any of the Loan proceeds, then Lender shall be relieved of its obligation to disburse any of the Loan proceeds until such representations and warranties are cured and corrected.

ANTI-COERTION STATEMENT

FOR VALUABLE CONSIDERATION in hand paid and received, the receipt and sufficiency of which are hereby acknowledged and confirmed and as a full and sufficient inducement, the undersigned parties do further agree as follows:

1. That the undersigned shall provide such insurance coverage, from time to time, as LENDER shall require in order to insure fully the vehicles procured by CITY. The undersigned shall also procure such coverage from insurance underwriters satisfactory to LENDER based upon the financial strength of such underwriters. Failure to procure the required insurance coverage may result in a default under the loan documents and may also result in LENDER purchasing such insurance, at the undersigned's expense; if so

purchased, such insurance will protect LENDER's interests and will provide only very limited, if any, coverage to the undersigned.

2. That the undersigned has not been coerced or compelled by LENDER to select or utilize a particular insurance agent or insurance underwriter and that such selections have been made independently by the undersigned.

"AFFIANT"

JOEL TYSON, MAYOR

STATE OF FLORIDA)
COUNTY OF INDIAN RIVER)

SWORN TO AND SUBSCRIBED before me, by means of physical presence _____ or online notarization _____, by JOEL TYSON, as Affiant and also being a Mayor of CITY OF FELLSMERE, a Florida municipal corporation, this December __, 2020. I further state that I am familiar with the identity of the aforesaid person or have reviewed said person's current driver's license and thus have confirmed said person's identity.

NOTARY PUBLIC
My commission expires: _____
(Affix Official Seal)

MARINE BANK & TRUST COMPANY
LOAN AGREEMENT

THIS LOAN AGREEMENT (hereinafter referred to as the “Agreement”) is effective and executed as of January _____, 2021 by and between CITY OF FELLSMERE, a Florida municipal corporation, whose address is 22 Orange Street, Fellsmere, Florida 32948 (hereinafter referred to as “BORROWER”), and MARINE BANK & TRUST COMPANY whose address is 571 Beachland Boulevard, Vero Beach, Florida 32963 (hereinafter referred to as “BANK”).

WITNESSETH:

WHEREAS, BANK has made a loan to BORROWER this date in the amount of \$250,000.00 (hereinafter referred to as the “loan” or as the “Loan”), evidenced by a Promissory Note executed by BORROWER in favor of BANK (hereinafter referred to as the “Note” or as the “Promissory Note”); and

WHEREAS, BANK and BORROWER desire to set out further terms and conditions of the Loan from BANK to BORROWER.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars in hand paid and other good and valuable consideration, including the Loan proceeds and mutual promises herein set forth and in the related loan documents, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. The above recitals are affirmed as being true and correct and are hereby incorporated herein by reference. This Agreement shall constitute a part of the loan documents evidencing the subject loan to BORROWER as fully and to the same extent as if incorporated therein and a default under any term or condition of this Agreement shall constitute a default under the terms and conditions of said other loan documents. Interest will be payable upon funds advanced by BANK as said funds are disbursed and at the rate and upon the conditions set forth in the Promissory Note executed by BORROWER in connection with this loan.
2. The Promissory Note evidences a closed-end line of credit to BORROWER from BANK. Advances pursuant to the Promissory Note will be made from time to time to BORROWER by BANK upon a Request for Advance submitted by BORROWER to BANK. In no event shall the outstanding and unpaid principal balance due hereunder at any time exceed the face amount of the Promissory Note. The Promissory Note does not evidence nor does it represent a revolving line of credit; once advances are made to BORROWER by BANK totaling no more than the face amount of the Promissory Note, no further borrowings by BORROWER shall be permitted.
3. This Loan is for the purpose of providing financing to BORROWER for the purchase of vehicles and outfitting of such vehicles. Further, BANK and BORROWER acknowledge and affirm that the parties wish to establish a recurring loan purchase program between them. In the event both BANK and BORROWER wish to continue the program after the initial term of the Loan, then prior to the Maturity Date of the Loan, BANK and BORROWER may negotiate the loan terms and conditions for upcoming purchases similar to the terms and conditions of this Loan.
4. BORROWER, on an annual basis, shall each provide to BANK such financial information, including but not limited to audited financial statements with all schedules and an updated budget for current calendar year and final budget upon approval by the City Council. Additionally or

alternatively, in the event required financial information is not furnished to BANK as required by BANK, BANK may increase the applicable interest rate upon which the Promissory Note accrues interest until and for so long as BORROWER continues to fail to comply with BANK's requirements regarding the furnishing of financial information..

5. BANK and BORROWER hereby knowingly, voluntarily and intentionally waive the right either they or their successors, personal representatives or assigns may have to trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with the loan and any agreement or matter contemplated thereby to be executed in conjunction therewith, or any course or conduct, course of dealing, statements (whether verbal or written) or actions of the parties. This provision is a material inducement to BANK in extending this loan to BORROWER. BORROWER and BANK hereby represent that no representations of fact or opinion have been made by any person or entity to induce this waiver of trial by jury or to in any way modify or nullify its effect. This provision is a material inducement for the parties entering into the loan documents. BORROWER and BANK are each hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver of jury trial. BORROWER further represents and warrants that BORROWER has been represented in the signing of this Agreement and in the making of this waiver by independent legal counsel or that BORROWER has had the opportunity to be represented by independent legal counsel selected of BORROWER's free will and BORROWER has had the opportunity to discuss this waiver with counsel.

6. This Agreement, and the related Promissory Note and all other promissory notes and loan documents given by BORROWER to BANK shall be deemed in default if any one of the following events occurs, irrespective of whether such event or events were caused by the BORROWER: (a) BORROWER shall refuse, or be unable, or fail to observe or comply with any of the terms and conditions contained herein or in the related Promissory Note or other loan document; or (b) The dissolution, merger, consolidation or reorganization of BORROWER; or (c) BORROWER becomes insolvent or petitions for bankruptcy, receivership, or any type of creditors' arrangements or similar proceedings under any federal or state law.

7. Time is of the essence in all matters pertaining to this Agreement. Waiver by BANK of any of the terms or conditions of this Agreement or related loan documents does not constitute a waiver of any other terms or conditions. Funding of the loan by BANK without objection to any unfulfilled condition or term does not constitute a waiver by BANK of any of said terms or conditions. BORROWER warrants that the terms and conditions herein have been fulfilled and said warranties survive the making of the loan described herein. No amendment, modification, change, or alteration of this Agreement shall be valid or binding unless accomplished in writing and executed by all of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine, and neuter genders shall each include the others. BORROWER shall grant such further assurances and provide such additional documents as may be required by BANK from time to time in order to carry out the terms and conditions hereof and otherwise comply with the express intention of the parties as set forth in this Agreement and in the related loan documents. BORROWER shall bear the cost of all of BANK's attorneys' fees and costs. All words, terms, and conditions contained herein are to be read in concert, one with another; and a provision contained under one paragraph may be considered to be equally applicable under another in the interpretation of this Agreement. The words herein and hereof and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole, rather than to any particular section or subdivision hereof. The use of defined terms herein is for purposes of convenience and clarity and should not be interpreted to limit the effect and operation of this Agreement and its applicability to each party hereto.

8. In the event any term, condition, or clause of this Agreement is declared to be illegal or unenforceable by a court of competent jurisdiction, such declaration of illegality or unenforceability shall not affect or alter the legality or enforceability of any remaining term, condition, or clause hereof, provided the said declaration does not completely destroy the intent of the parties, as set forth in this Agreement. Nothing herein or in any of the related loan or security documents shall be interpreted as meaning or indicating or be deemed to mean or indicate that BORROWER and BANK are partners, co-venturers, or joint ventures. BORROWER and BANK specifically acknowledge and affirm that they are not partners, co-venturers, or joint ventures.

9. BORROWER shall notify BANK of any change of its principal address or location of records.

10. Subject to Section 14 of this Agreement, to the extent permitted under Florida law, BORROWER hereby grants to BANK a lien on and a security interest in the deposit balances, accounts, items, certificates of deposit, and monies of BORROWER and any subsidiary in the possession of or on deposit with BANK to secure and as collateral for the payment and performance of the obligations, which are all payments and other obligations due under the Promissory Note and the other loan documents. Upon default, BANK may at any time and from time to time, without demand or notice, appropriate and set-off against and apply the same to the obligations when and as due and payable. This Agreement shall be deemed and considered a security agreement under the Uniform Commercial Code.

11. BORROWER shall at all times preserve and maintain in full force and effect its existence, powers, rights, licenses, permits, and franchises in the jurisdiction of incorporation; continue to conduct and operate its business substantially as conducted and operated during the present and preceding fiscal year of BORROWER and its subsidiaries; operate in substantial compliance with all applicable laws, statutes, regulations, certificates of authority, and orders in respect to the conduct of its business.

12. BORROWER shall promptly give BANK notice in writing: (a) of all actual actions or suits (at law or in equity) and of all actual investigations or proceedings by or before any court, arbitrator, or any governmental department, commission, board, bureau, agency, or other instrumentality, state, federal, or foreign, affecting it or its rights or other of its properties, (i) which involves potential liability of an amount in excess of \$50,000.00 in any individual case or \$100,000.00 in the aggregate for all such cases, or (ii) which the City Council or other governing body of BORROWER has reason to believe in good faith is likely to affect the financial condition of BORROWER or to impair its right or ability to perform its duties under the other loan documents; (b) of any adverse change in the financial condition of BORROWER; and (c) of any seizure or levy upon any part of the properties of BORROWER under any process or by a receiver.

13. BANK and BORROWER acknowledge and affirm that certain Loan related data (including confidential information, documents, applications, and reports) may be transmitted electronically, including over the Internet. This data may be transmitted to, received from, or circulated among agents and representatives of BORROWER or BANK and their affiliates, and other persons or entities involved with the subject matter of this Agreement. BORROWER acknowledges and affirms that there are risks associated with the use of electronic transmission and that BANK does not control the method of transmittal or service providers.

14. Notwithstanding and other provision of this Agreement, BORROWER shall not be obligated for the performance hereunder or by any provision of this Agreement during any of the BORROWER's future fiscal years unless and until the BORROWER's City Council appropriates

funds for this Agreement in the BORROWER's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated whereupon the entire principal amount outstanding and accrued interest thereon shall become immediately due and payable. BORROWER shall notify BANK in writing of any such non-allocation of funds at the earliest possible date.

15. PUBLIC RECORDS. BORROWER is a "public agency" subject to Chapter 119, Florida Statutes. BANK shall comply with all applicable public records laws:

- 1) **IF BANK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BANK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 22 S. ORANGE STREET, FELLSMERE, FLORIDA 32948, (772) 646-6301, CITYCLERK@CITYOFFELLSMERE.ORG.**
- 2) BANK shall comply with the public records law, specifically to:
 - a. Keep and maintain public records required by the BORROWER to perform under the Agreement.
 - b. Upon request from the BORROWER's custodian of public records, provide the BORROWER 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 Section 119.07, F.S., or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if BANK does not transfer the records to the BORROWER.
 - d. Upon completion of the Agreement, transfer, at no cost, to the BORROWER all public records in possession of BANK or keep and maintain public records required by the BORROWER to perform under the Agreement. If BANK transfers all public records to the BORROWER upon completion of the Agreement, BANK shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BANK keeps and maintains public records upon completion of the Agreement, BANK shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BORROWER, upon request from the BORROWER's custodian of public records, in a format that is compatible with the information technology systems of the BORROWER.
- 3) Requests for public records shall be processed as follows:
 - a. If BANK receives a request to inspect or copy public records relating to the BORROWER's Agreement with BANK, BANK shall advise the requesting party that the request must be made directly to the BORROWER. If the BORROWER does not possess the requested records, the BORROWER shall immediately notify BANK of the request, and BANK must provide the records to the BORROWER or allow the records to be inspected or copied within a reasonable time.

- b. If BANK does not comply with the BORROWER's request for records, the BORROWER shall enforce the Agreement provisions in accordance with the Agreement.
- c. Should BANK fail to provide the public records to the BORROWER within a reasonable time, BANK may be subject to penalties under Section 119.10, F.S.

4) Failure of BANK to comply with these requirements shall be a material breach of this Agreement, for which the BORROWER shall have the right to immediately terminate the Agreement. This section shall survive the termination of the Agreement.

16. BANK hereby notifies BORROWER that, pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (the "Patriot Act"), BANK is required to obtain, verify, and record information that identifies BORROWER, which information includes the name and address of BORROWER and other data that will allow BANK to identify BORROWER in accordance with the Patriot Act and otherwise comply with the Patriot Act.

17. The parties hereto acknowledge and affirm that this Agreement and all related loan documents, including specifically but not limited to the Promissory Note, shall be construed by and in accordance with the laws of the State of Florida. Venue for any dispute shall lie in Indian River County, Florida. Both the choice of law and venue specified in this paragraph shall be deemed and treated as mandatory and not permissive.

18. BORROWER shall, upon request of BANK, execute duplicate original loan documents to replace any and all such documents executed electronically. However, electronically executed loan documents shall be deemed and treated by the undersigned and by BANK as originals of such instruments.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed effective on January ____, 2021.

"BANK"

MARINE BANK & TRUST COMPANY

By: _____
TORI HUME, Vice President

"BORROWER"

CITY OF FELLSMERE, a Florida
municipal corporation

By: _____
JOEL TYSON, Mayor

**City of Fellsmere City Council
Agenda Request Form**

Meeting Date: January 14, 2021

Agenda Item No. 13(i)

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> CONSENT AGENDA |
| <input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM | |

Other:

SUBJECT: CARES Act Revised Funding Agreement with Indian River County (Amendment #2 - revised)

RECOMMENDED MOTION/ACTION: Approve CARES Act Revised Funding Agreement #2 - Revised

Approved by City Manager *Mackinnon* Date: 1-6-21

Originating Department:	Costs: \$484,067 Funding Source: CARES Act Acct. #	Attachments: Scope of Work to CARES Funding Agreement - TBP
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone____ or Not applicable in this case <u>X</u> Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

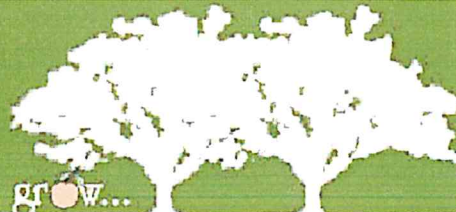
Summary Explanation/Background:

The City of Fellsmere received an initial award of \$209,067 from Indian River County as a pass through from the State of Florida. As part of a second round of funding, the City requested \$100,000 to supplement the construction items to address design services and potential cost increases. The City is now requesting an amendment to the second round of funding to increase the total allocation to \$520,000. The funds can also now be spent between March 1, 2020 and September 30, 2021 and be related to Covid-19. The spending plan for these funds is as follows (in order of staff priority):

	Original	Amend #1	Amend #2	REV
1. Provide for Pay with Hazard Bonus to Police Officers	\$35,000 + \$	0	+	\$0
2. Provide Personal Protective Equipment to Businesses	\$ 0 + \$	0	+	\$3,000
3. Conduct Public Outreach on COVID care and Mask Order	\$ 4,067 + \$	0	+	(\$2,067)
4. Install UVC Lights in AC System of City Hall and PW/PD	\$35,000 + \$	0	+	(\$25,000)
5. Provide for sealed doors/pass-throughs for Utility Cashiers	\$30,000 + \$	\$30,000	+	\$10,000
6. Provide for sealed doors/windows for Police Department Lobby	\$50,000 + \$	\$30,000	+	(\$20,000)
7. Renovate Council Chambers to allow for social distance seating	\$55,000 + \$	\$40,000	+	\$15,000
8. Council Chamber Technology	\$ 0 + \$	0	+	\$30,000
9. Emergency Protective Measures	\$ 0 + \$	0	+	\$25,000
10. Broadband Enhancement	\$ 0 + \$	0	+	\$175,000
TOTAL: \$520,000				

Joel Tyson, Mayor
Mark D. Mathes, City Manager

cultivate. nurture. grow...



Fellsmere

Revised January 15, 2021

Jason Brown, Administrator
Indian River Board of County Commissioners
County Administration Office
1801 27th Street
Vero Beach, FL. 32960-3365

RE: Revised Spending Plan for CARES Act Funding

Dear Mr. Brown:

Please accept this letter as the City of Fellsmere's proposed spending plan for the CARES Act funding allocation offered by Indian River County. The City of Fellsmere is thankful for the allocation to help defray costs related to Covid-19. The City Council approved the revised funding sub-agreement at their January 14th council meeting as part of a duly noticed agenda item.

1. Provide for Pay with Hazard Bonus to Police Officers	\$35,000
2. Provide Personal Protective Equipment to Businesses	\$ 3,000
3. Conduct Public Outreach/Education on Covid-19 prevention and Mask Order	\$ 2,000
4. Install Ion Generators in AC System of City Hall and PW/PD	\$10,000
5. Provide for sealed doors/pass-throughs for Utility Cashiers	\$70,000
6. Provide for sealed doors/pass-throughs for Police Department Lobby	\$60,000
7. Renovate Council Chambers to allow for social distance seating	\$110,000
8. Council Chamber Technology	\$30,000
9. Emergency Protective Measures	\$25,000
10. Broadband Enhancement Study & Implementation	\$175,000
TOTAL	\$520,000

See attached scope for additional detail.

Please let me know if any additional information or back-up is required in support of the above spending plan.

Respectfully,

Mark D. Mathes
City Manager

Spending Plan for CARES Act Funding

Provide for Pay with Hazard Bonus to Police Officers

\$35,000

Police Officers have been responding to public emergencies throughout the Covid-19 pandemic. As allowed by CARES Act Funding guidelines, the City of Fellsmere will utilize CARES funding a hazard bonus (\$35,000 total) from March 1, 2020 through December 30, 2020. Pay will be provided to officers on payroll as of the effective date of the CARES Act Funding Agreement between the City of Fellsmere and Indian River County and shall be based on the front-line duty time during the pandemic.

Provide Personal Protective Equipment for Businesses

\$ 3,000

The City of Fellsmere maintains a mask order for business employees. The City will utilize CARES funding to purchase and distribute personal protective equipment (masks and sanitizer) to all brick and mortar businesses in the City as a means to more effectively implement the mask mandate and reduce the spread of COVID.

Conduct Public Outreach/Education on Covid-19 prevention and Mask Order

\$ 2,000

Fellsmere has seen a spike in COVID cases and has a population that has shown reluctance to mask wearing, a proven action to reduce the spread. The City will utilize a variety of means to share information on the value and benefits of wearing a mask in protecting yourself and others. Funds will be used to prepare, copy, and distribute information regarding mask wearing. Funds may also be used for community testing.

Install Ion Generators in AC System of City Hall and PW/PD

\$10,000

Ion Generators are a proven technology for the reduction of harmful bacteria and viruses. Ion Generators will be installed in all air conditioning systems within the City of Fellsmere City Hall and Police/Public Works complexes.

Provide for sealed doors/pass-throughs for Utility Cashiers

\$70,000

Current operations for Utility Cashiers include half partition walls in open air rooms with open pass throughs. Given the airborne nature of the Covid-19, a new wall will be constructed to provide an air-tight separation between the public and employees and will utilize intercom communication and pass-through drawers to ensure constant separation of air spaces.

Provide for sealed doors/pass-throughs for Police and Public Works Lobby

\$60,000

Current operations for the Police/Public Works lobbies include open air pass throughs and non-air-tight doors. Given the airborne nature of the Covid-19, a new wall will be constructed to provide an air-tight separation between the public and employees and will utilize intercom communication and pass-through drawers to ensure separation of air spaces.

Renovate Council Chambers to allow for social distance seating

\$110,000

Current operations in the City Council Chambers do not allow for social distancing of council members, staff or the public. Joining Council Chambers with an un-used adjacent room would allow space to spread seating for staff and the public to maintain social distancing, a proven means to mitigate the spread of Covid-19. This would also then allow the City Council members to spread across the entire dais providing social distance for the Council members as well.

Council Technology

\$30,000

The City of Fellsmere has utilized virtual public meetings since the onset of COVID. The City will continue to utilize this meeting format to allow public participation without the need to physically attend city meetings. The City will purchase and install technology in the Council Chambers and scanning technology to allow for virtual meetings, enhance document presentation at such meetings, and to allow document access for remote employees.

Emergency Protective Measures

\$25,000

The City of Fellsmere responded to COVID by purchasing personal protective equipment for its employees, modifying workspaces, implementing telework and virtual public meetings. This task addresses expenses related to implementing emergency protective measures through 12/30/2020 to protect staff and the general public.

Broadband Enhancement Study & Implementation

\$175,000

As funds allows, the City of Fellsmere will identify impediments to broadband access for residents and businesses and implement solutions to enhance broadband service to the community.

Contingency

\$TBD

This task will be utilized if funds are available for other COVID expenses that have not been identified to date.

**EXTENSION TO INDIAN RIVER COUNTY
CARES ACT AGREEMENT**

THIS EXTENSION TO INDIAN RIVER COUNTY CARES ACT AGREEMENT (“Extension”) is entered into as of the ___ day of January, 2021 by and between Indian River County, a political subdivision of the State of Florida, whose address is 1801 27th Street, Vero Beach, Florida, 32960 (“Recipient”), and City of Fellsmere, a municipality, whose address is 22 S. Orange Street, Fellsmere, FL 32948 (the “Subrecipient”).

RECITALS

WHEREAS, Recipient and Subrecipient entered into the Indian River County CARES Act Agreement, which set forth a scope of work for the use of CARES Act funds by the Subrecipient (the “Agreement”); and

WHEREAS, the Agreement was to expire on December 30, 2020; and

WHEREAS, the Recipient and Subrecipient wish to extend the Agreement until September 30, 2021; and

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.
2. **Extension of the Agreement**. The Agreement is extended until September 30, 2021.
3. All other provisions of the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, Recipient and Subrecipient have executed this instrument this ___ day of January, 2021.

CITY OF FELLOSMERE
22 S. Orange Street,
Fellsmere, Florida 32948

By: _____
Mark D. Mathes, City Manager

INDIAN RIVER COUNTY, FLORIDA

By: _____
Joseph E. Flescher, Chairman
Board of County Commissioners

ATTEST:

Approved by BCC_____

Maria Suarez-Sanchez, City Clerk

Attest:
Jeffrey R. Smith, Clerk of Circuit Court
and Comptroller

By: _____
Deputy Clerk

Approved as to Form and Legal Sufficiency

Approved as to Form and Legal Sufficiency

Warren Dill
City Attorney

Dylan Reingold
County Attorney

Jason E. Brown,
County Administrator

**SECOND AMENDMENT TO INDIAN RIVER COUNTY
CARES ACT AGREEMENT**

THIS SECOND AMENDMENT TO INDIAN RIVER COUNTY CARES ACT AGREEMENT (“Amendment”) is entered into as of the ___ day of _____, 2021 by and between Indian River County, a political subdivision of the State of Florida, whose address is 1801 27th Street, Vero Beach, Florida, 32960 (“Recipient”), and City of Fellsmere, a municipality, whose address is 22 S. Orange Street, Fellsmere, FL 32948 (the “Subrecipient”).

RECITALS

WHEREAS, Recipient and Subrecipient entered into the Indian River County CARES Act Agreement, which set forth a scope of work for the use of CARES Act funds by the Subrecipient (the “Agreement”); and

WHEREAS, Recipient and Subrecipient entered into the First Amendment to Agreement, which revised the Scope of Work/Spending Plan and increased the funding from \$209,067 to \$309,067; and

WHEREAS, the Recipient and Subrecipient wish to amend the Agreement again to increase the funding in the Agreement from \$309,067 to \$520,000 and revise the revised scope of work to reflect the uses of the additional funding;

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.
2. **Amendment of Section 18 Payments**. Section 18 of the Agreement is stricken in its entirety and replaced to read as follows:

“(18) **PAYMENTS**

- a. The Recipient will make reimbursements to Subrecipient in the maximum amount of \$520,000.”

3. **Amendment of Section 31 (Scope of Work)**. Section 31 of the Agreement is stricken in its entirety and replaced to read as follows:

“(31) **SCOPE OF WORK**

The Sub recipient shall perform the tasks as identified and set forth in the Revised Scope of Work, which is Second Revised Attachment A.”

4. Revised Attachment "A" to the Agreement shall be removed and replaced with Second Revised Attachment "A", which is attached to this Amendment.
5. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Recipient and Subrecipient have executed this instrument this ___ day of _____, 2021.

CITY OF FELLSMERE
22 S. Orange Street,
Fellsmere, Florida 32948

By: _____
Mark D. Mathes, City Manager

ATTEST:

Maria Suarez-Sanchez, City Clerk

Approved as to Form and Legal Sufficiency

Warren Dill
City Attorney

INDIAN RIVER COUNTY, FLORIDA

By: _____
Joseph E. Flescher, Chairman
Board of County Commissioners

Approved by BCC _____

Attest:
Jeffrey R. Smith, Clerk of Circuit Court
and Comptroller

By: _____
Deputy Clerk

Approved as to Form and Legal Sufficiency

Dylan Reingold
County Attorney

Jason E. Brown,
County Administrator

**City of Fellsmere City Council
Agenda Request Form**

Meeting Date: January 14, 2021

Agenda Item No. 13(j)

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | |
| <input type="checkbox"/> Other: | |

SUBJECT: North Broadway Sidewalk Repair

RECOMMENDED MOTION/ACTION: Approve award to Pinson Contracting Services.

Approved by City Manager *Mark Motta* Date: 1-6-21

Originating Department:	Costs: \$ 8,993.25 Funding Source: _____ Acct. #: _____	Attachments: 1. PCS Proposal 2. N. Broadway Sidewalk Plans
Department Review: <input type="checkbox"/> City Attorney _____ <input checked="" type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone ____ or Not applicable in this case <u>X</u> Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

Summary Explanation/Background:

The sidewalk in front of 104 N. Broadway is not in compliance with ADA standards in several places. This repair will provide improvements to wheelchair access to the grocery store at 104 N. Broadway as well as access to the crosswalk and the perpendicular sidewalk at New York Avenue.

The City sought quotes from various contractors for the sidewalk replacement. Two quotes were received. Staff selected Pinson Contractor Services due to cost. The project will include removing all sidewalk segments and replacing with new sidewalk segments that are ADA compliant according to the plans in Attachment 2. The amount is not to exceed as the work is lump sum price with no additional charges excluding pavers if broken and need to be replaced.



Estimate

Date	Estimate #
1/3/2021	1254

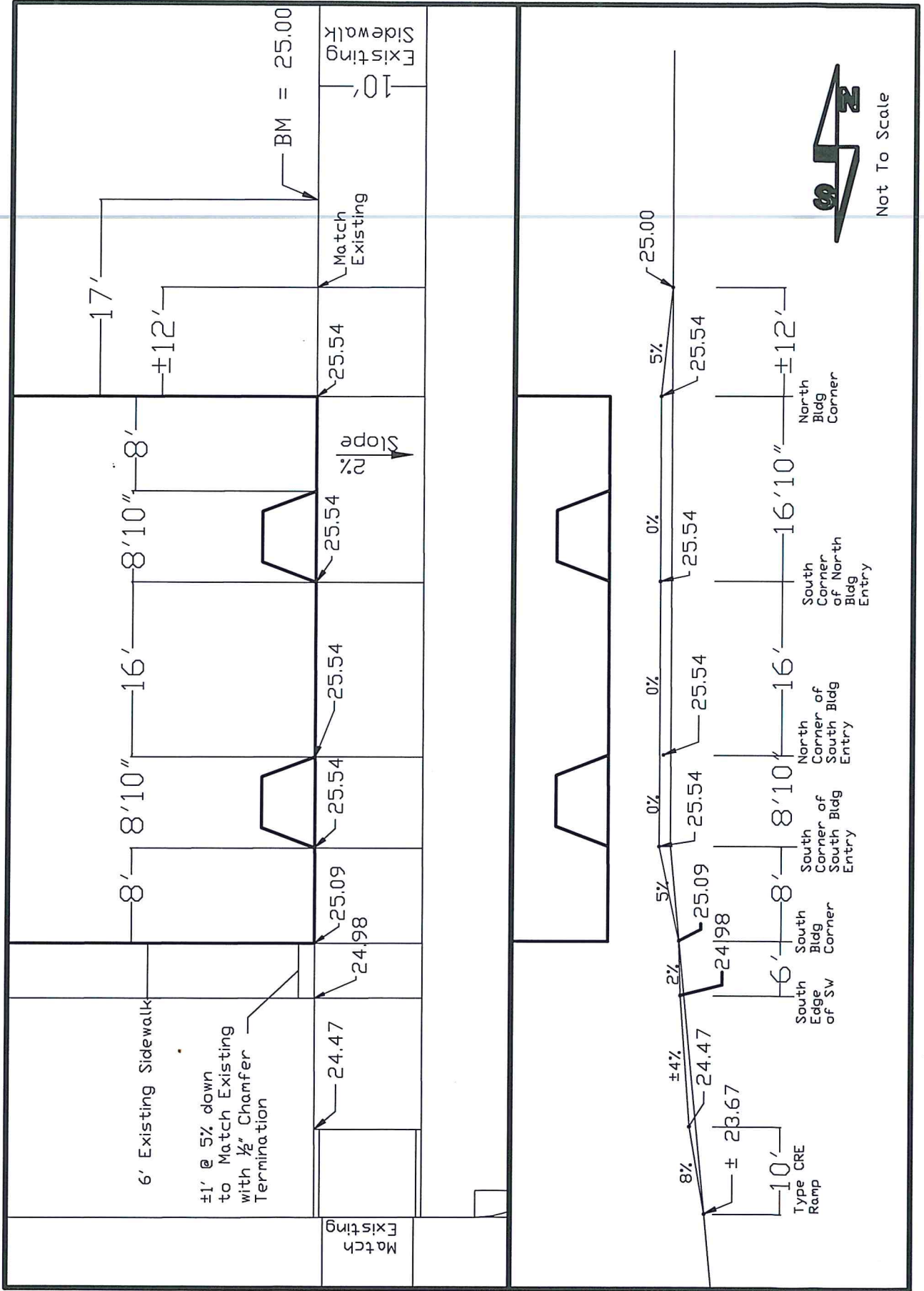
City of Fellsmere
 22 S. Orange Street
 Fellsmere FL. 32948

Other

Description	Rate	Total
<p>Demo and repour new ADA compliant sidewalk at 104 N. Broadway according to plans provided by the city</p> <p>Proposal is a lump sum price with no additional charges excluding pavers if broken and need to be replaced, and building permit.</p> <p>Pinson Contractor Services LLC. proposes to complete the above scope of work for the sums listed, providing all labor, materials and equipment, in a professional workmanlike manner. PCS is not responsible for delays beyond our control. Prices are good for 30 days from above date. Signing this estimate will serve as a contract for services. Thank you for the opportunity.</p> <p>Owner/Rep. _____</p> <p>Date: _____</p>	8,993.25	8,993.25

Total	\$8,993.25
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North Broadway Sidewalk Repair



**City of Fellsmere City Council
Agenda Request Form**

Meeting Date: January 14, 2021

Agenda Item No. 13(k)

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> CONSENT AGENDA |
| <input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM | |

Other:

SUBJECT: Interchange Landscape Enhancement Maintenance Agreement

RECOMMENDED MOTION/ACTION: Approve Maintenance Agreement

Approved by City Manager Mamad Matho Date: 1-6-21

Originating Department:	Costs: \$2,500 Funding Source: Arbor Fund Acct. #	Attachments: Maintenance Agreement
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone____ or Not applicable in this case <u>X</u> Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

Summary Explanation/Background:

The City of Fellsmere had obtained a grant to enhance landscaping at the I-95/CR512 interchange. The City returned this grant due to financial constraints; however, FDOT continued to fund the enhancements through other funding means. As with all landscape enhancements at interchanges, FDOT seeks to partner with local governments for the maintenance of the enhanced landscaping. The maintenance obligations would not commence for two years after installation as the initial two years is an obligation of the installing contractor. For the City, maintenance would only be for the trees and minimal ground cover being proposed with the plan. Replacement of dead material would also be the City's responsibility.

The proposed plan is attached. Staff considers this to be a first phase. As funding allows, staff will work with FDOT to identify the full landscape enhancement program for the interchange and will seek funds to implement over time. To date, three landowners in Fellsmere have contributed to the design of the current plan: Aldea, Ro-ED Ansin, and F392. Each will be responsible for some level of maintenance support as part of the development of their lands thus reducing the cost burden to the City over time. These commitment will be reflected in the development orders for each property as they seek approval.

The landscape project is expected to be installed in 2022/23.

SECTION No.: 8801000
FM No. (s): 439094-1-58-01
COUNTY: INDIAN RIVER
S.R. No.: 9

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 20____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component AGENCY of the State of Florida, hereinafter called the DEPARTMENT and the **CITY OF FELLSMERE**, a municipal corporation, existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over State Road 9 (I-95) as part of the State Highway System as described in **Exhibit "A"**; and

WHEREAS, the DEPARTMENT seeks to install and have maintained by the AGENCY certain landscape improvements within the right of way of State Road 9 (I-95) as described within **Exhibit "B"**; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in **Exhibit "A"** attached hereto and incorporated by reference herein; and

WHEREAS, the AGENCY is agreeable to maintaining those Landscape Improvements within the AGENCY'S limits including plant materials, irrigation system and/or hardscape to the medians and areas outside the travelway to the right of way line and/or areas within the travelway that may contain specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]) including any other hardscape (if applicable), but excluding standard concrete sidewalk; and agrees such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter pick-up, pruning, necessary replanting, irrigation repair and/or repair of the median concrete replacements associated with the specialty surfacing (if applicable) as needed; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the travelway and improvements made to the travelway that was made at the request of the AGENCY; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution No. _____ dated _____, 20_____, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. INSTALLATION OF FACILITIES

The DEPARTMENT shall install or caused to be installed *landscape improvements* described as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as referenced in **Exhibit "B" and "C"**. *Hardscape* shall mean, but not be limited to, site furnishings, landscape accent lighting, bike racks, fountain, tree grates, decorative free standing or retaining wall(s) and/or any non-standard roadway, sidewalk, median or crosswalk surfacing, such as, but not be limited to the following: specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]). If there are any major changes to the plan(s), the DEPARTMENT shall provide the modified plan(s) to the AGENCY and the AGENCY shall provide their approval or disapproval to the DEPARTMENT within 10 business days. The DEPARTMENT may elect to withdraw the landscape improvements if changes are not approved within the given time frame.

3. MAINTENANCE OF FACILITIES

- A. The AGENCY agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B"**. The non-standard improvements within and outside the travelway shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to section 7, by periodic mowing, pruning, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median concrete replacement associated with specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, **Exhibit "C"**, the Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all landscaped, turfed and hardscape areas on the sidewalk or within the medians and areas outside the travelway to the right-of-way and/or areas within the travelway containing specialty surfacing. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard travelway surfacing and the associated header curb and concrete areas (if applicable) on DEPARTMENT right-of-way within the limits of this Agreement.
- B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to properly water and fertilize all plants; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of

plants, (2) pruning such parts thereof to provide clear visibility to signage, permitted outdoor advertising signs (per Florida Statute 479.106), and for those using the roadway and/or sidewalk; (3) preventing any other potential roadway hazards. *Plant materials* shall be those items which would be scientifically classified as plants including trees, palms, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plants in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free year-round. To maintain means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to keep the hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.

- C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the travelway to maintain these improvements, all costs associated with the utilities for the landscape improvements including, but not limited to any impact and connection fees, and the on-going cost of utility usage for water and electrical are the maintaining AGENCY'S responsibility.

(1) The AGENCY shall be solely responsible for any impact and/or connection fees

AND

(2) The AGENCY shall be responsible for the described ongoing utility costs upon final acceptance of the construction project by the DEPARTMENT and thereafter. The Project is accepted prior to the start of the FDOT Specification 580 Contractor's Plant Establishment Period.

AND

(3) The AGENCY shall be responsible for these improvements immediately after final acceptance of the construction project by the DEPARTMENT except for the plant materials which will be included in the FDOT Specification 580 Contractor's Plant Establishment Period. The AGENCY shall be responsible for the maintenance of all landscape improvements after the completion of the FDOT Specification 580 Contractor's Plant Establishment Period.

- D. The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding, repayment, reworking or Agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

4. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If at any time after the AGENCY has undertaken the maintenance responsibilities for the landscape improvements, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, placing said AGENCY on notice thereof. Thereafter the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:
- (1) Maintain the landscape improvements or any part thereof, with DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, and / or
 - (2) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements, except as to trees and palms, and charge the AGENCY the reasonable cost of such removal.
- B. The AGENCY agrees to reimburse the DEPARTMENT all monies expended by the DEPARTMENT for the landscape improvements listed in **Exhibit "B"** in the amounts listed in **Exhibit "D"** should the landscape improvement fail to be maintained in accordance with the terms and conditions of this Agreement.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the landscape improvements covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed to meet future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar days notice to remove said landscape improvements at AGENCY'S expense after which time the DEPARTMENT may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

6. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of the improvements rights of ways identified herein, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) The AGENCY shall procure a permit from the DEPARTMENT.

- (c) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
 - (d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.
-

7. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape improvements within the limits of the rights of way identified in **Exhibit "A"** of this Agreement and the AGENCY shall be responsible for maintaining those improvements under this Agreement subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed by an adjacent owner.

8. LANDSCAPE IMPROVEMENTS COST

The DEPARTMENT agrees to enter into a contract for the installation of the landscape improvements with an estimated amount of **\$399,900.23** as referenced in **Exhibit "D"**. This amount may be reduced or eliminated at the sole discretion of the DEPARTMENT or due to budgetary constraints of the DEPARTMENT.

The DEPARTMENT'S participation in the landscape improvements' cost, as described in **Exhibit "D"** is limited to only those items which are directly related to the Landscape improvement plans.

- (1) The AGENCY shall be invited to assist the DEPARTMENT in the final acceptance of the landscape improvements made by the DEPARTMENT at the completion of the installation of the standalone landscape project by the DEPARTMENT and then upon completion of the FDOT Specification 580 Contractor's Plant Establishment Period.

9. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.

- (b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.
-

10. AGREEMENT TERM

- A. The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for twenty-five (25) years.
- B. If the DEPARTMENT chooses not to implement the landscape improvements described in **Exhibit "B"**, this Agreement becomes void and the original Agreement is reinstated if any.

11. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
 - (1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the DEPARTMENT as an additional insured on such policies.
 - (2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.
 - (3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at

least thirty (30) days notice of cancellation and or/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

12. E-VERIFY REQUIREMENTS

The AGENCY shall:

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

13. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. This Agreement specifically supersedes the Landscape Maintenance Memorandum of Agreement entered into on September 15th, 2016..

14. FISCAL TERMS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

15. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

16. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the DEPARTMENT.

17. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.

18. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the DEPARTMENT:

State of Florida Department of Transportation

3400 West Commercial Blvd.

Ft. Lauderdale, FL 33309-3421

Attention:

FDOT District IV Landscape Architect

If to the AGENCY:

City of Fellsmere

22 S. Orange Avenue

Fellsmere, Florida 32949

Attention:

Title: City Manager

19. LIST OF EXHIBITS

Exhibit A: Landscape Improvements Maintenance Boundaries

Exhibit B: Landscape Improvement Plans

Exhibit C: Maintenance Plan for Landscape Improvements

Exhibit D: Approximate Cost for Landscape Improvements

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

CITY OF FELLSMERE

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Chairperson/Mayor/Manager

By: _____
Transportation Development Director

Attest: _____(SEAL)
Clerk

Attest: _____(SEAL)
Executive Secretary

Legal Approval Date

Legal Review Date

Office of the General Counsel

SECTION No.: 8801000
FM No. (s): 439094-1-58-01
COUNTY: INDIAN RIVER
S.R. No.: 9

EXHIBIT A

LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS

SR 9 from MP 14.956 to MP 15.591, Excluding the SR 9 side slopes (Ramp and infield areas only).

Maintenance Limits: Maintenance responsibilities include the trees and shrubs installed adjacent to the four on/off ramps, within the four quadrant infield areas or within the stormwater retention ponds at the I-95 and CR 512 (Fellsmere Rd) Interchange as a part of FM # 446040-1-52-01.

South Bound On-Ramp and Infield Area; South of CR 512, West of SR 9

South Bound Off-Ramp and Infield Area; North of CR 512, West of SR 9

North Bound Off-Ramp and Infield Area; South of CR 512, East of SR 9

North Bound On-Ramp and Infield Area; North of CR 512, East of SR 9

II. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES:

See Attached

EXHIBIT A-III

LEGEND:



LIMITS OF DEPARTMENT MAINTAINED LANDSCAPE AREAS.

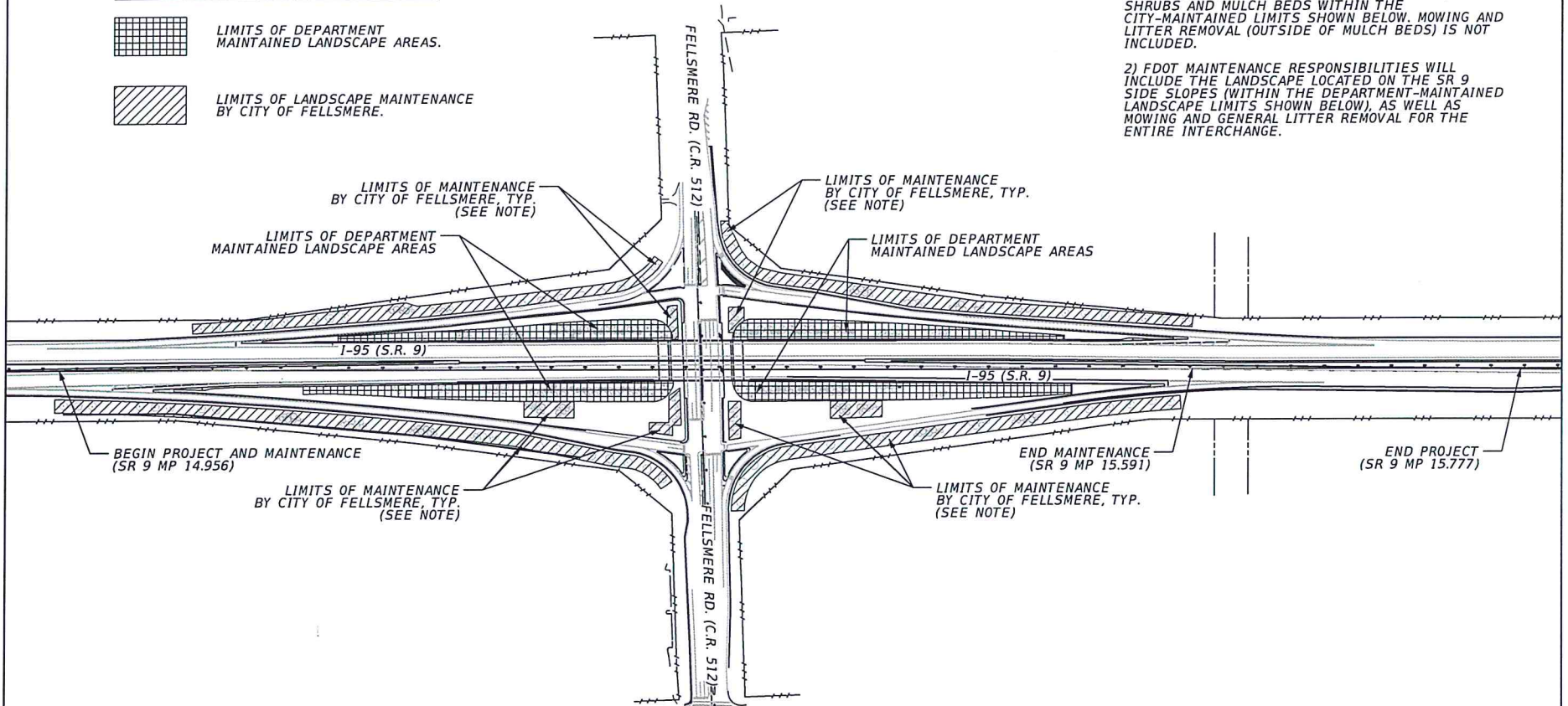


LIMITS OF LANDSCAPE MAINTENANCE BY CITY OF FELLSMERE.

NOTES:

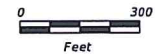
1) CITY OF FELLSMERE MAINTENANCE RESPONSIBILITIES INCLUDE ONLY THE TREES, SHRUBS AND MULCH BEDS WITHIN THE CITY-MAINTAINED LIMITS SHOWN BELOW. MOWING AND LITTER REMOVAL (OUTSIDE OF MULCH BEDS) IS NOT INCLUDED.

2) FDOT MAINTENANCE RESPONSIBILITIES WILL INCLUDE THE LANDSCAPE LOCATED ON THE SR 9 SIDE SLOPES (WITHIN THE DEPARTMENT-MAINTAINED LANDSCAPE LIMITS SHOWN BELOW), AS WELL AS MOWING AND GENERAL LITTER REMOVAL FOR THE ENTIRE INTERCHANGE.



LANDSCAPE IMPROVEMENTS MAINTENANCE MAP

CITY OF FELLSMERE, INDIAN RIVER COUNTY
 FM#446040-1-52-01
 10-26-2020



SECTION No.: 8801000
FM No. (s): 439094-1-58-01
COUNTY: INDIAN RIVER
S.R. No.: 9

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

The DEPARTMENT agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Robert J. Cotleur, RLA
Cotleur & Hearing

Date: October 26, 2020

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

CONTRACT PLANS

FINANCIAL PROJECT ID 446040-1-52-01

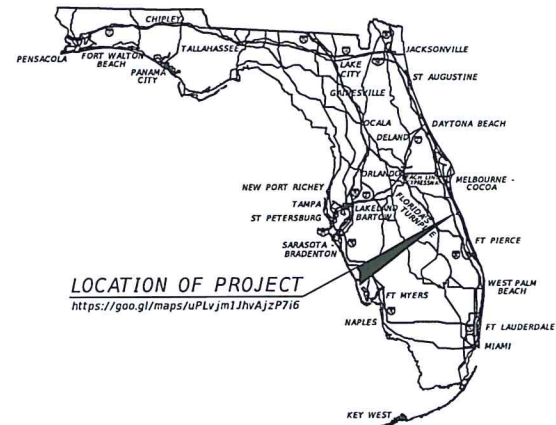
INDIAN RIVER COUNTY (8801000)

STATE ROAD NO. 9 (I-95)
AT CR 512 (FELLSMERE RD)

LANDSCAPE PLANS

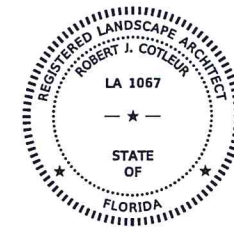
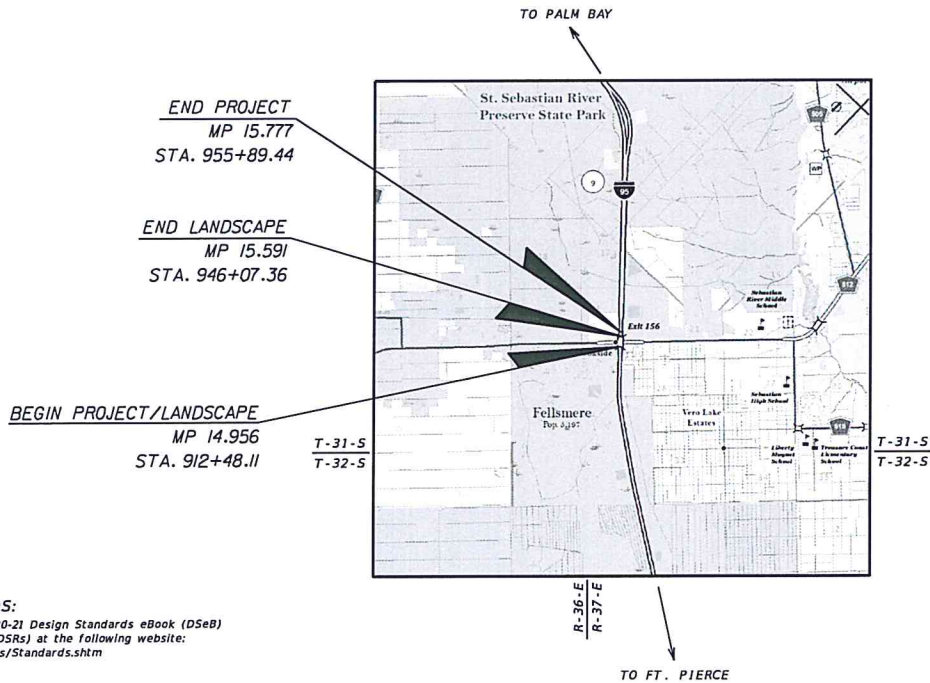
INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	SUMMARY OF PAY ITEMS
LD-3	GENERAL NOTES
LD-4	PROJECT LAYOUT
LD-5 TO LD-11	LANDSCAPE PLAN
LD-12	LANDSCAPE DETAILS
LD-13	TABULATION OF QUANTITIES & PLANT SCHEDULE
LD-14	SUMMARY OF QUANTITIES



LOCATION OF PROJECT

<https://goo.gl/maps/uPLvjm1JhvAjzP716>



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

**LANDSCAPE PLANS
PROFESSIONAL OF RECORD:**
ROBERT J. COTLEUR, R.L.A.
R.L.A. NO.: 1067
COTLEUR & HEARING, INC.
1934 Commerce Lane Suite 1
Jupiter, Florida 33458
561-747-6336 Fax 561-747-1377
CONTRACT No. CA239
VENDOR No. 47-1877271

FDOT PROJECT MANAGER:
SCOTT THURMAN, P.E.

GOVERNING DESIGN STANDARDS:
Florida Department of Transportation, FY2020-21 Design Standards eBook (D5eB) and applicable Design Standards Revisions (DSRs) at the following website:
<http://www.fltdot.gov/roadway/DesignStandards/Standards.shtm>

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, July 2020 Standard Specifications for Road and Bridge Construction at the following website:
<http://www.fltdot.gov/programmanagement/Implemented/SpecBooks>

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
TBD	21	LD-1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-1.001, F.A.C.

09/10/2020 08:39:05 AM

FLORIDA DEPARTMENT OF TRANSPORTATION PROJECT SUMMARY OF PAY ITEMS FOR PROJECT: 446040-1-52-01					
LEAD PROJECT : 446040-1-52-01		DISTRICT : 04		COUNTY/SECTION : 88010000	
PROJECT(S) : 44604015201			COUNTY : INDIAN RIVER		
0600 SUMMARY OF LANDSCAPE / PERIPHERAL					
SPC	ALT	ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY TOTAL
		0999- 2-	LUMP SUM CONTRACT, ALTERNATIVE BIDDING 44604015201	LS	1.000

PAY ITEM NOTES

999-2 LUMP SUM CONTRACT: ALL OTHER PAY ITEM NUMBERS SHOWN IN THE CONTRACT PLANS ARE PROVIDED ONLY FOR THE PURPOSE OF DESCRIBING THE WORK TO BE PERFORMED. PAY ITEM DESCRIPTIONS ARE FOUND IN THE DEPARTMENT'S BASIS OF ESTIMATES MANUAL.

REFER TO TABULATION OF QUANTITIES FOR SUMMARY OF ALL OTHER PAY ITEMS.

REVISIONS				Landscape Architect Of Record: Robert J. Cotleur, RLA: #1067 COTLEUR & HEARING, INC. 1934 Commerce Lane Suite 1 Jupiter, Florida 33459 561-747-6336 Fax 561-747-1377	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF PAY ITEMS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-2
					SR9	INDIAN RIVER	446040-1-52-01		

awilbur

10/26/2020

11:59:40 AM

N:\PROJECTS-FDOT\19-0315_TWO 6_195 at Fellsmere Interchange Landscape\CADD Files\4

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G00-1.001, F.A.C.

LANDSCAPE GENERAL NOTES

1. THE TREES AND SHRUBS INSTALLED WITH THIS PROJECT WILL BE MAINTAINED BY THE CITY OF FELLSMERE UNDER A MAINTENANCE MEMORANDUM OF AGREEMENT (MMDA) WITH FDOT, (AFTER THE CONTRACTOR'S 2 YEAR ESTABLISHMENT PERIOD HAS ENDED). THE CITY CONTACT IS THE CITY MANAGER, MARK MATHES PH#772-646-6303, EMAIL: CITYMANAGER@CITYOFFELLSMERE.ORG
2. VERIFY ALL UTILITIES PRIOR TO COMMENCING WORK. CONTACT SUNSHINE 811 A MINIMUM OF 72 HOURS PRIOR TO ANY EXCAVATION WORK. REFER TO UTILITY PROVIDER LIST IN THE PLANS.
3. HAND WATERING IS REQUIRED FOR THE SUCCESSFUL ESTABLISHMENT OF THE PROPOSED PLANTINGS. DETERMINE THE WATER SCHEDULE AND RATE TO ENSURE THE HEALTHY ESTABLISHMENT OF ALL PLANTS THROUGHOUT THE CONSTRUCTION AND ESTABLISHMENT PERIODS. WATER SUPPLIED FROM WATER TRUCK MUST NOT BE APPLIED IN A MANNER THAT WOULD DAMAGE PLANTS, NOR IN A MANNER WHICH WOULD REMOVE SOIL SAUCER RING OR MULCH AROUND EACH PLANT.
4. ALL PROPOSED TREES (AND CERTAIN EXISTING TREES IDENTIFIED IN THE PLANS) SHALL RECEIVE A MINIMUM 5' DIAMETER MULCH RING. REFER TO PLANS FOR LOCATIONS OF MULCHED TREE RINGS. APPLY MULCH TO A MINIMUM THICKNESS OF 3" OVER THE ENTIRE PLANT BED, (EXCEPT WITHIN 6" OF SHRUB OR TREE TRUNKS). MULCH TYPE WILL BE GRADE 'A' RECYCLED MULCH. APPLY A PRE-EMERGENT HERBICIDE TO ALL MULCH AREAS PRIOR TO MULCHING, (FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR RATES AND METHODS OF APPLICATION).
5. THE PLANT LIST AND DETAILS IN THE PLANS PROVIDE SEVERAL SPECIFICATIONS THAT MUST BE MET FOR EACH OF THE PLANT TYPES AND SIZES. ENSURE THAT ALL THE SPECIFICATIONS WILL BE MET. IN SOME CASES, IT MAY BE ACCEPTABLE TO EXCEED A PLANT SPECIFICATION, BUT IT MUST BE APPROVED (IN WRITING) BY THE ENGINEER PRIOR TO PURCHASING. IF A CERTAIN PLANT TYPE OR SIZE CANNOT BE LOCATED, THEN NOTIFY THE ENGINEER IN WRITING. THIS NOTIFICATION MUST INCLUDE ALL OF THE SPECIFICATIONS THAT COULD NOT BE MET AND THE LOCATIONS PREVIOUSLY SEARCHED FOR THE PLANT. THE ENGINEER WILL THEN BE PROVIDED WITH A ONE TO THREE WEEK PERIOD TO CONDUCT HIS OR HER OWN SEARCH FOR PLANTS THAT MEET ALL OF THE REQUIRED SPECIFICATIONS. IF THE ENGINEER IS ABLE TO LOCATE PLANTS THAT MEET ALL OF THE SPECIFICATIONS, THEN THE CONTRACTOR WILL BE OBLIGATED TO PROCURE THOSE PLANTS. IF THE ENGINEER CANNOT LOCATE PLANTS THAT MEET THE SPECIFICATIONS, THEN ADDITIONAL COORDINATION WILL BE CONDUCTED BETWEEN THE CONTRACTOR AND FDOT TO DETERMINE WHAT SUBSTITUTIONS WILL BE MADE
6. PROVIDE ADDITIONAL PLANTING SOIL FOR BACKFILLING TREE PITS AND CREATING RAISED TREE PLANTING RINGS IN ACCORDANCE WITH STANDARD PLANS 580-001 AND THE NOTES/DETAILS HEREIN. ALL COSTS FOR PLANTING SOIL, INCLUDING DELIVERY, PLACEMENT, ETC. WILL BE INCLUDED IN THE LUMP SUM PROJECT COST. APPROXIMATELY ONE-HALF (0.5) CUBIC YARD OF ADDITIONAL SOIL WILL BE REQUIRED PER RAISED TREE MOUND FOR TREES PLANTED IN THE BOTTOM OF SWALES OR DRY PONDS. APPROXIMATELY 1/3 CUBIC YARD OF ADDITIONAL SOIL WILL BE REQUIRED PER RAISED MOUND FOR TREES PLANTED ON SWALE/POND SIDE SLOPES. PROVIDE LANDSCAPE SOIL IN ACCORDANCE WITH STANDARD SPECIFICATIONS SECTION 987-2.4. AMEND PLANTING PIT BACKFILL WITH PREPARED PLANTING SOIL WHERE EXISTING SOIL FROM SITE IS NOT SUITABLE.
7. ALL PROPOSED TREES WILL RECEIVE A 2' WIDE SOD RING AROUND THE MULCH RING (APPROX. FIVE (5) SY EACH). SEE DETAIL.
8. SELECTIVE CLEARING AND GRUBBING OF INVASIVE EXOTIC SPECIES MAY BE REQUIRED BUT IS ANTICIPATED TO BE MINIMAL. THERE WERE NO INVASIVE EXOTIC SPECIES NOTED WITHIN THE PROJECT LIMITS WHEN THE SITE INVENTORY WAS CONDUCTED IN AUGUST 2020, HOWEVER THIS MAY HAVE CHANGED PRIOR TO CONSTRUCTION. REMOVE ALL CATEGORY 1 INVASIVE SPECIES. REFER TO THE FLORIDA EXOTIC PEST PLANT COUNCIL'S (FLEPPC) LATEST LIST OF (CATEGORY 1) INVASIVE PLANT SPECIES. REFER TO THE WEBSITE, [HTTP://WWW.FLEPPC.ORG/](http://www.fleppc.org/) FOR THE PLANT LIST. IN ADDITION, REMOVE ALL INVASIVE NATIVE PLANT SPECIES, INCLUDING TYPHUS SPP. (CATTAILS) AND SALIX CAROLINIANA (COASTAL PLAIN WILLOW). REMOVE ALL SABAL PALMETTO (SABAL PALM) LOCATED WITHIN 15' OF ANY PROPOSED OAK TREES, OR AS NOTED IN THE PLANS (APPROXIMATELY 9 PALMS). FLUSH CUT PALMS AT GRADE. REMOVE ALL HERBACEOUS SPECIES AND WOODY SPECIES UNDER 1" CALIPER BY HAND OR WITH HAND TOOLS, AND ALL VEGETATION OVER 1" CALIPER BY FLUSH CUTTING. DO NOT DISTURB THE EXISTING SOILS AND REMOVE ALL DEBRIS FROM THE PROJECT LIMITS. MAINTAIN THE SITE THROUGHOUT THE ESTABLISHMENT PERIOD TO PREVENT THE REGROWTH OF VEGETATION REMOVED (EITHER WITH THE USE OF HERBICIDES OR HAND REMOVAL).
9. COORDINATE WITH ASSET MAINTENANCE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION. COMPLETE FIELD REVIEW TO DOCUMENT CONDITION OF EXISTING SITE FEATURES. ASSET MAINTENANCE CONTRACTOR CONTACT IS SIMON CASTRO, PH#954-626-3590, AND EMAIL: SIMON-CASTRO@ROYJORGENSEN.COM.
10. THIS PROJECT IS WITHIN 10 NAUTICAL MILES OF SEBASTIAN MUNICIPAL AIRPORT. ALL PERMANENT FEATURES OF THE PROJECT HAVE BEEN FOUND IN COMPLIANCE WITH FEDERAL AVIATION ADMINISTRATION (FAA) 14 CFR PART 77 (14 CFR PART 77). DURING CONSTRUCTION THE CONTRACTOR MUST COMPLY WITH FEDERAL AVIATION ADMINISTRATION (FAA) 14 CFR PART 77 (14 CFR PART 77). THE CONTRACTOR SHALL CONTACT APPROPRIATE FAA PERSONNEL TO COORDINATE SUCH COMPLIANCE FOR CONSTRUCTION OPERATIONS AND EQUIPMENT TO BE USED ON THE PROJECT SITE. BE AWARE THAT 14 CFR PART 77 (14 CFR PART 77) ESTABLISHES THAT NOTIFICATION MUST BE SUBMITTED 45-DAYS PRIOR TO CONSTRUCTION ACTIVITIES WHICH MAY IMPACT AIRPORT-CONTROLLED AIRSPACE OR FACILITIES. GIVEN THE TIME REQUIRED TO CONDUCT AN AERONAUTICAL STUDY, A 45-60 DAY ADVANCE FILING IS RECOMMENDED TO ACCOMMODATE THE REVIEW PROCESS AND ALLOW TIMELY ISSUANCE OF THE FAA DETERMINATION LETTER. SEE [HTTPS://WWW.FAA.GOV/AIRPORTS/CENTRAL/ENGINEERING/PART77/](https://www.faa.gov/airports/central/engineering/part77/) FOR ADDITIONAL INFORMATION. THE CONTRACTOR SHALL FILE THE REQUIRED NOTICE OF CONSTRUCTION COMMENCEMENT FORM (7460-2 PART 1) PRIOR TO STARTING WORK. THE CONTRACTOR SHALL FILE THE REQUIRED FORM (7460-2 PART 2) WITHIN 5 DAYS OF COMPLETION OF THE HIGHEST ELEMENT OF PERMANENT CONSTRUCTION.

MOT GENERAL NOTES

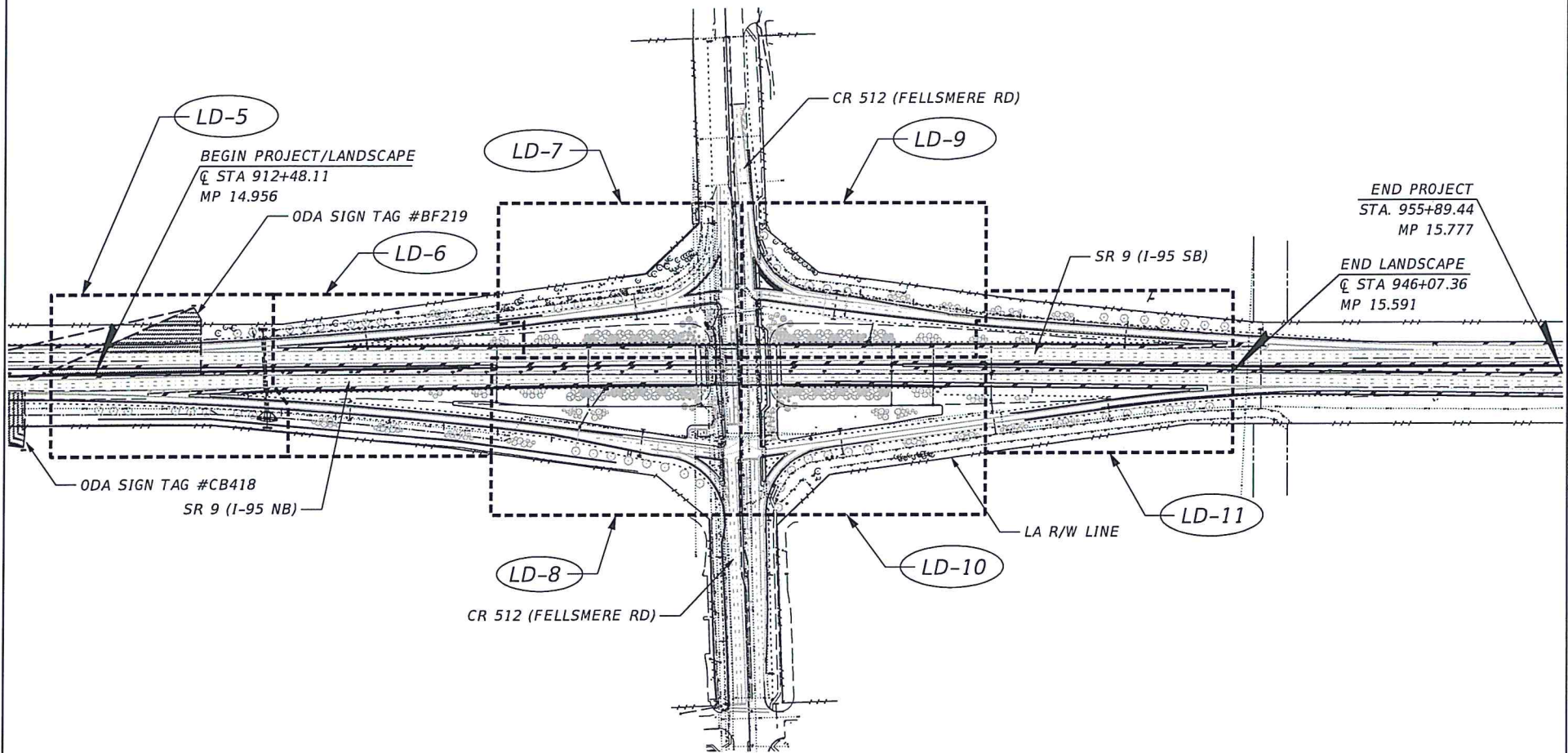
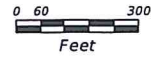
1. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLANS DULY SIGNED AND SEALED BY A PROFESSIONAL ENGINEER TO THE FDOT AT THE PRECONSTRUCTION CONFERENCE.
2. NO WORK CAN BEGIN UNTIL TRAFFIC CONTROL PLANS ARE APPROVED BY FDOT.
3. TRAFFIC CONTROL PLANS SHALL BE IN ACCORDANCE WITH FDOT DESIGN STANDARD INDEX 102.
4. ALL DELIVERIES SHOULD BE SCHEDULED DURING NON-PEAK TRAFFIC HOURS (BETWEEN 9:00 A.M. AND 4:00 P.M.)
5. NO LANE CLOSURES ARE PERMITTED ON THE I-95 TRAVEL LANES OR RAMPS.
6. NO WORK IS PERMITTED FROM THE I-95 MAIN LINE TRAFFIC LANES OR PAVED SHOULDERS.

REVISIONS				Landscape Architect Of Record: Robert J. Cotleur, RLA: #1067 COTLEUR & HEARING, INC. 1934 Commerce Lane Suite 1 Jupiter, Florida 33458 561-747-6336 Fax 561-747-1377	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-3
					SR 9	INDIAN RIVER	446040-1-52-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.001, F.A.C.

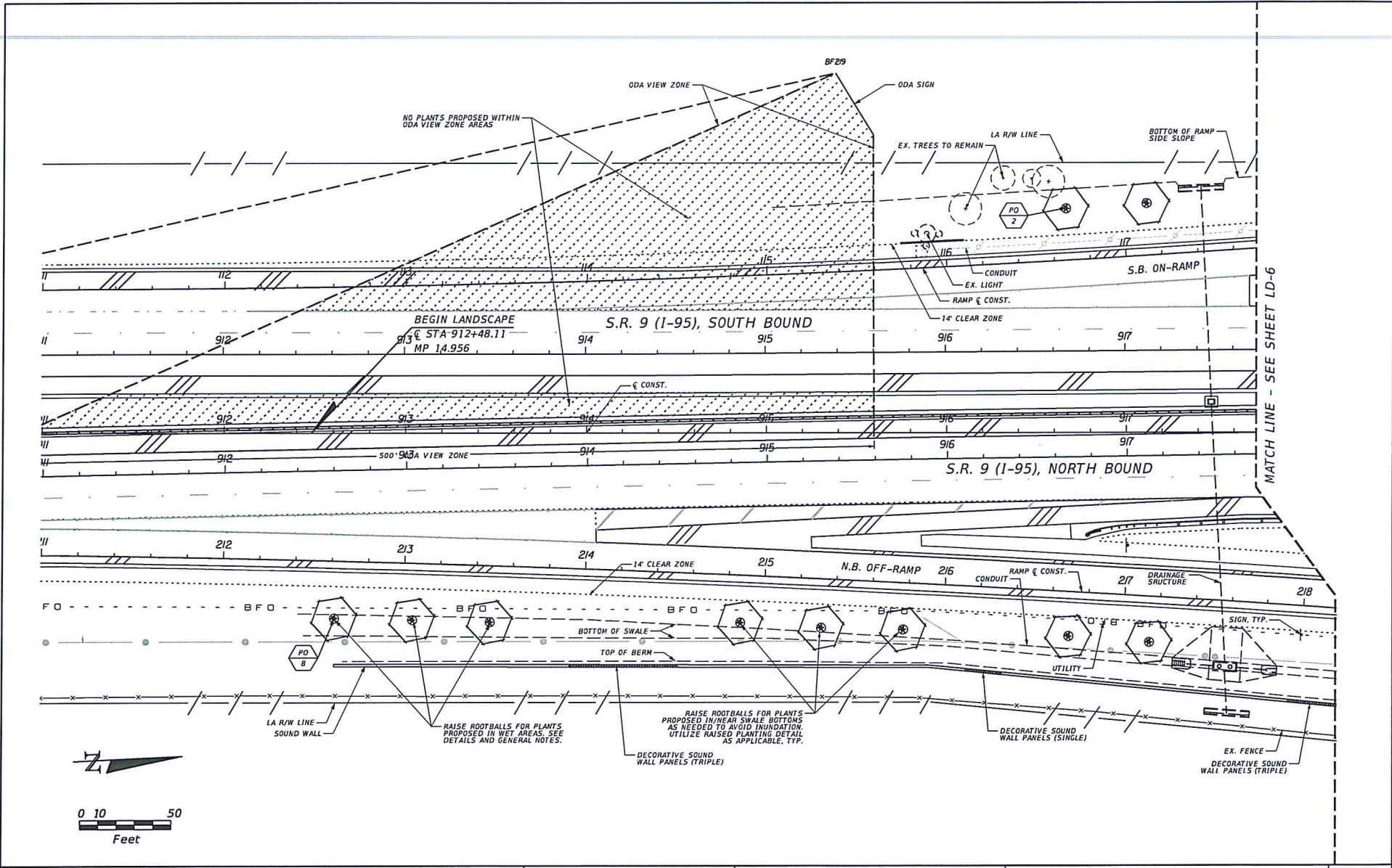
LEGEND:

LD-XX LANDSCAPE PLAN (SHEETS LD-5 TO LD-11)



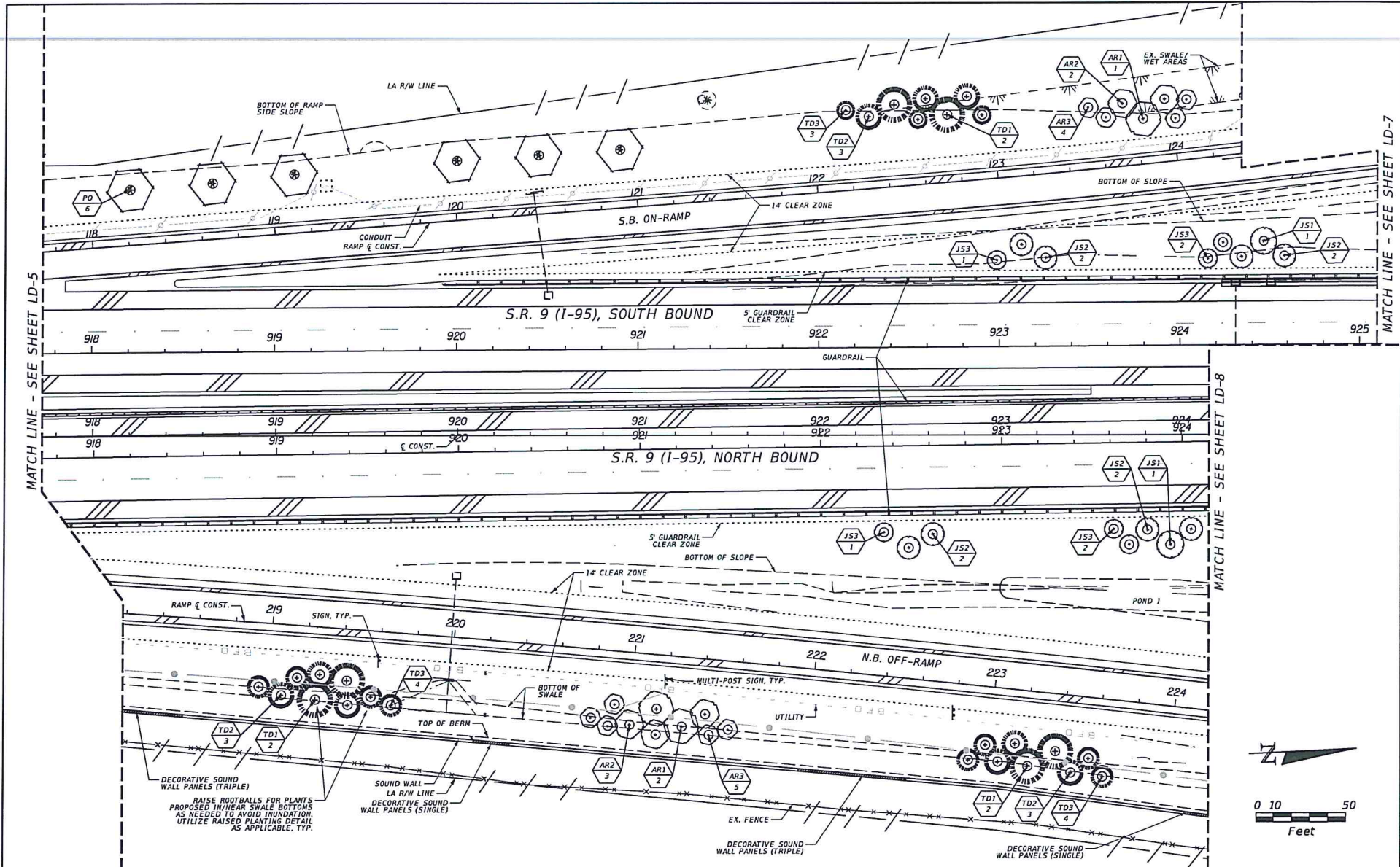
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-10.01, F.A.C.

REVISIONS				Landscape Architect Of Record: Robert J. Cotleur, RLA: #1067 COTLEUR & HEARING, INC. 1934 Commerce Lane Suite 1 Jupiter, Florida 33458 561-747-6336 Fax 561-747-1377	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT LAYOUT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-4
						SR 9	INDIAN RIVER		446040-1-52-01



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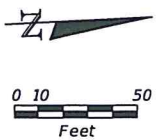
REVISIONS				Landscape Architect Of Record: Robert J. Cotleur, RLA: #1067 COTLEUR & HEARING, INC. 1934 Commerce Lane Suite 1 Jupiter, Florida 33458 561-747-6336 Fax 561-747-1377	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO. LD-5
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 9	INDIAN RIVER	446040-1-52-01		



MATCH LINE - SEE SHEET LD-5

MATCH LINE - SEE SHEET LD-7

MATCH LINE - SEE SHEET LD-8



RAISE ROOTBALLS FOR PLANTS PROPOSED IN NEAR SWALE BOTTOMS AS NEEDED TO AVOID INUNDATION. UTILIZE RAISED PLANTING DETAIL AS APPLICABLE, TYP.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

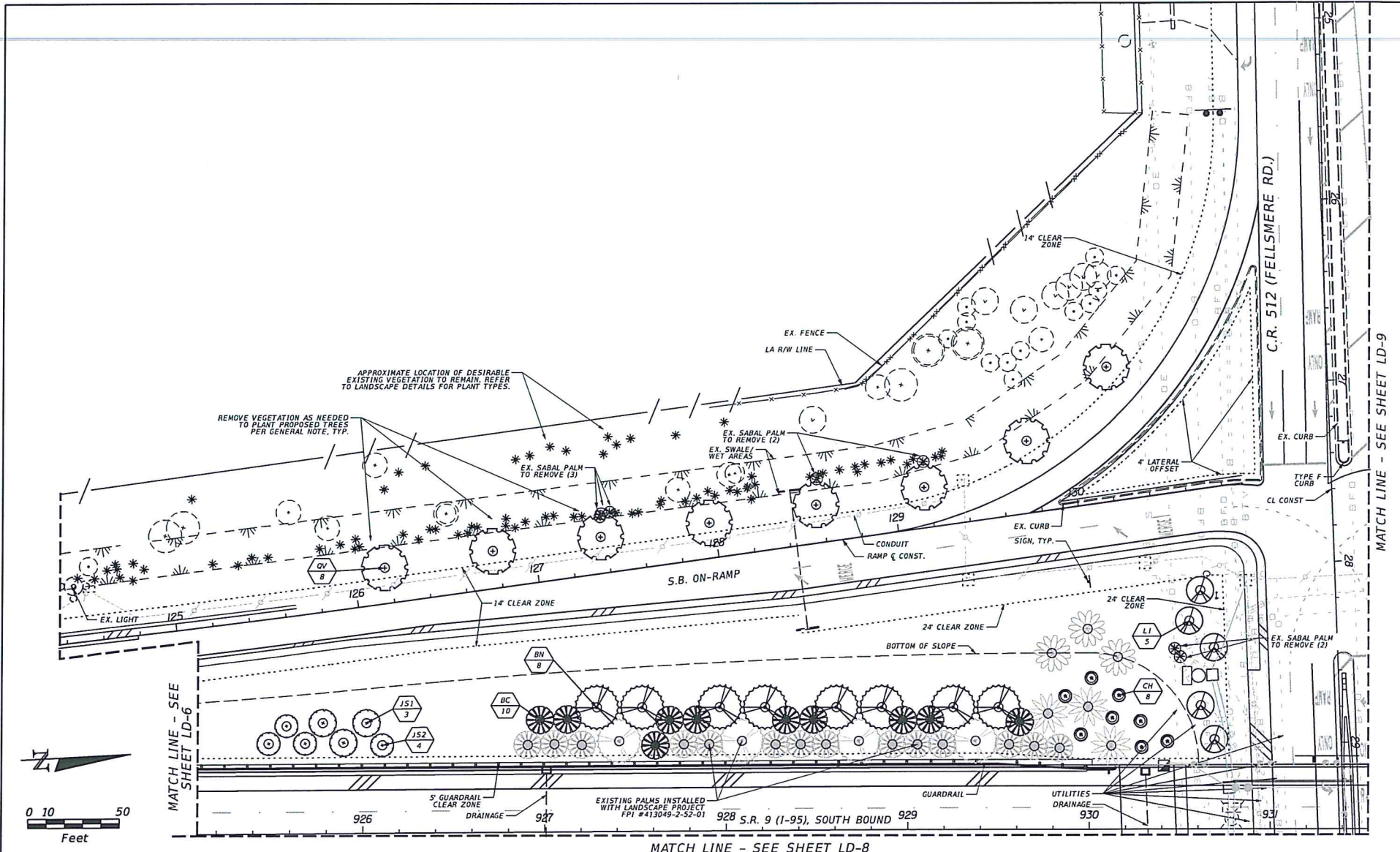
Landscape Architect Of Record: Robert J. Colleur, RLA #1067
 COLLEUR & HEARING, INC.
 1934 Commerce Lane Suite 1
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 9	INDIAN RIVER	446040-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-6

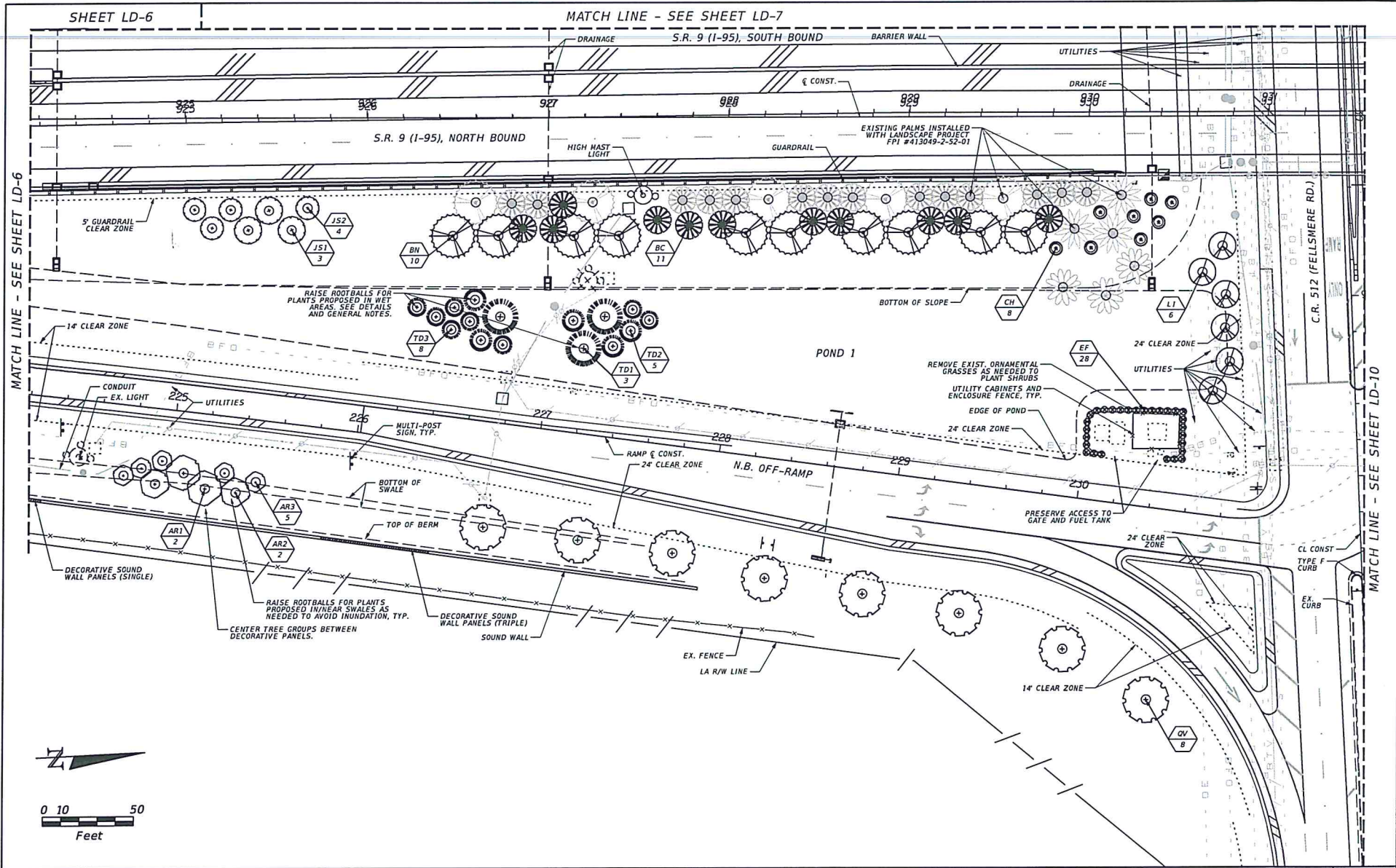
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G00-11.001, F.A.C.



REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO. LD-7
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				SR 9	INDIAN RIVER	446040-1-52-01		

Landscape Architect Of Record: Robert J. Cotleur, RLA: #1067
 COTLEUR & HEARING, INC.
 1934 Commerce Lane Suite 1
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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

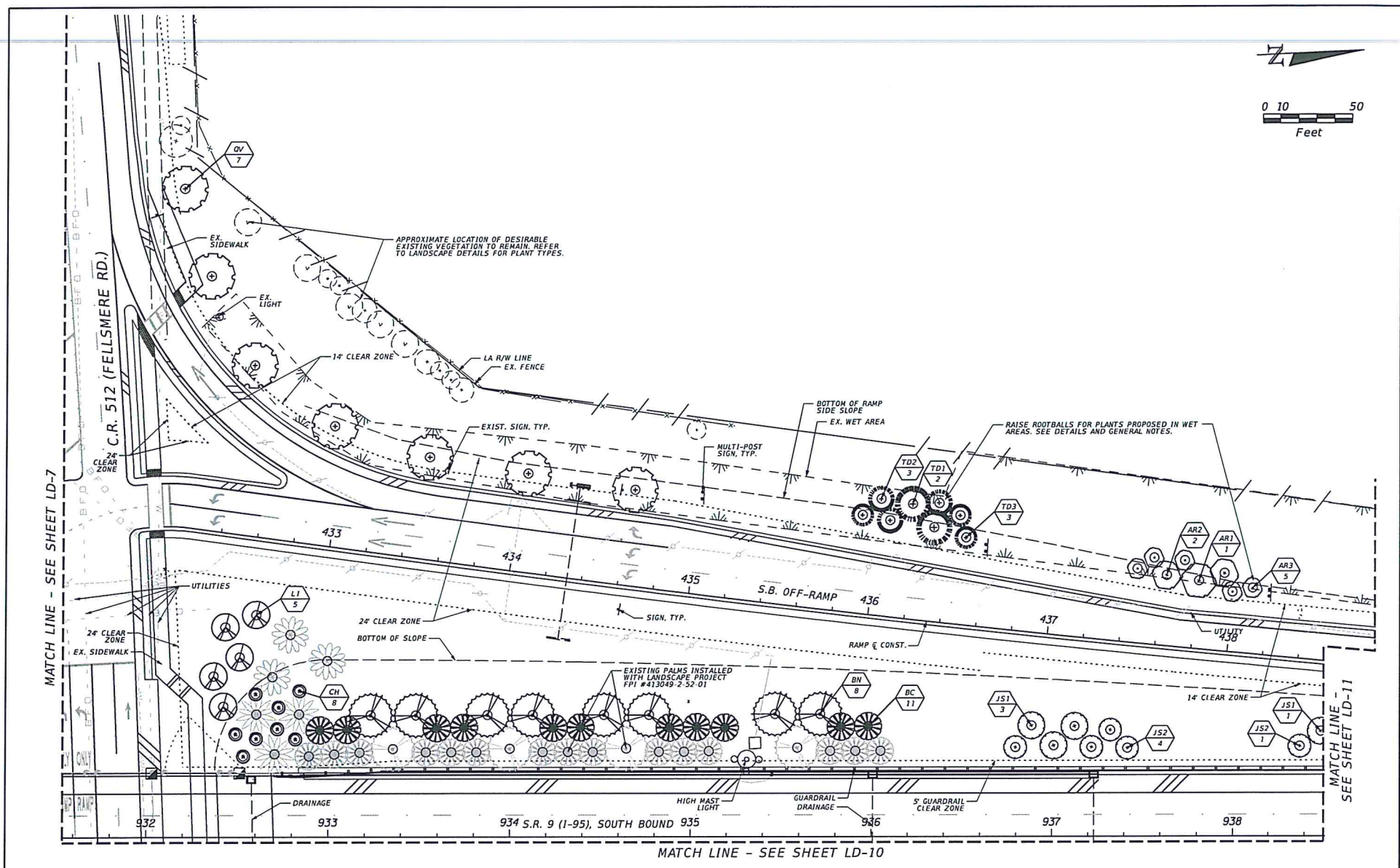
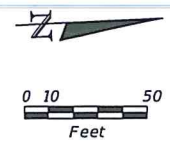
Landscape Architect Of Record: Robert J. Cotleur, RLA #1067
 COTLEUR & HEARING, INC.
 1934 Commerce Lane Suite 1
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 9	INDIAN RIVER	446040-1-52-01

LANDSCAPE PLAN

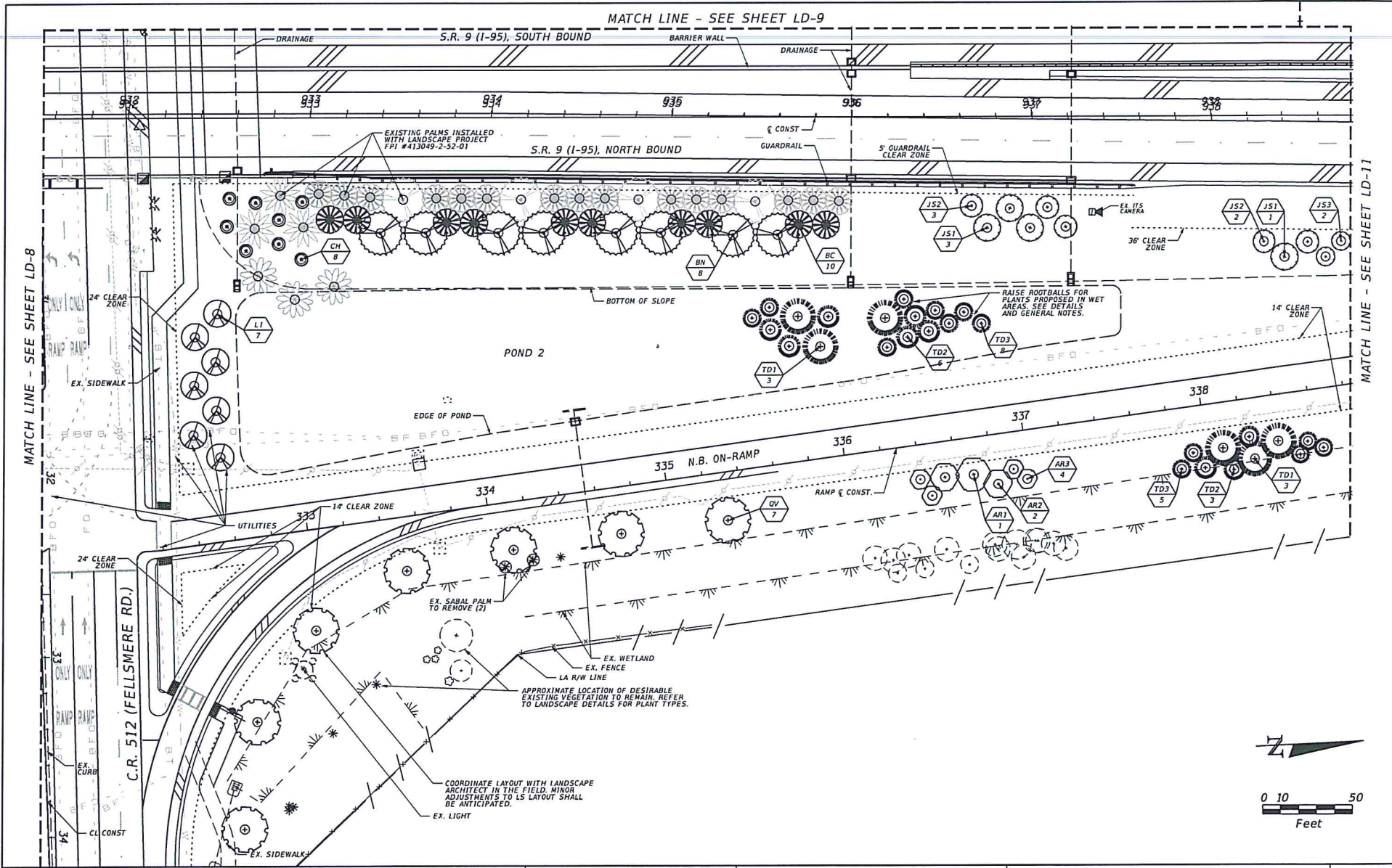
SHEET NO.
LD-8

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REVISIONS				Landscape Architect Of Record: Robert J. Colleur, RLA #1067 COTLEUR & HEARING, INC. 1934 Commerce Lane Suite 1 Jupiter, Florida 33458 561-747-6336 Fax 561-747-1377	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO. LD-9
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 9	INDIAN RIVER	446040-I-52-01		

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

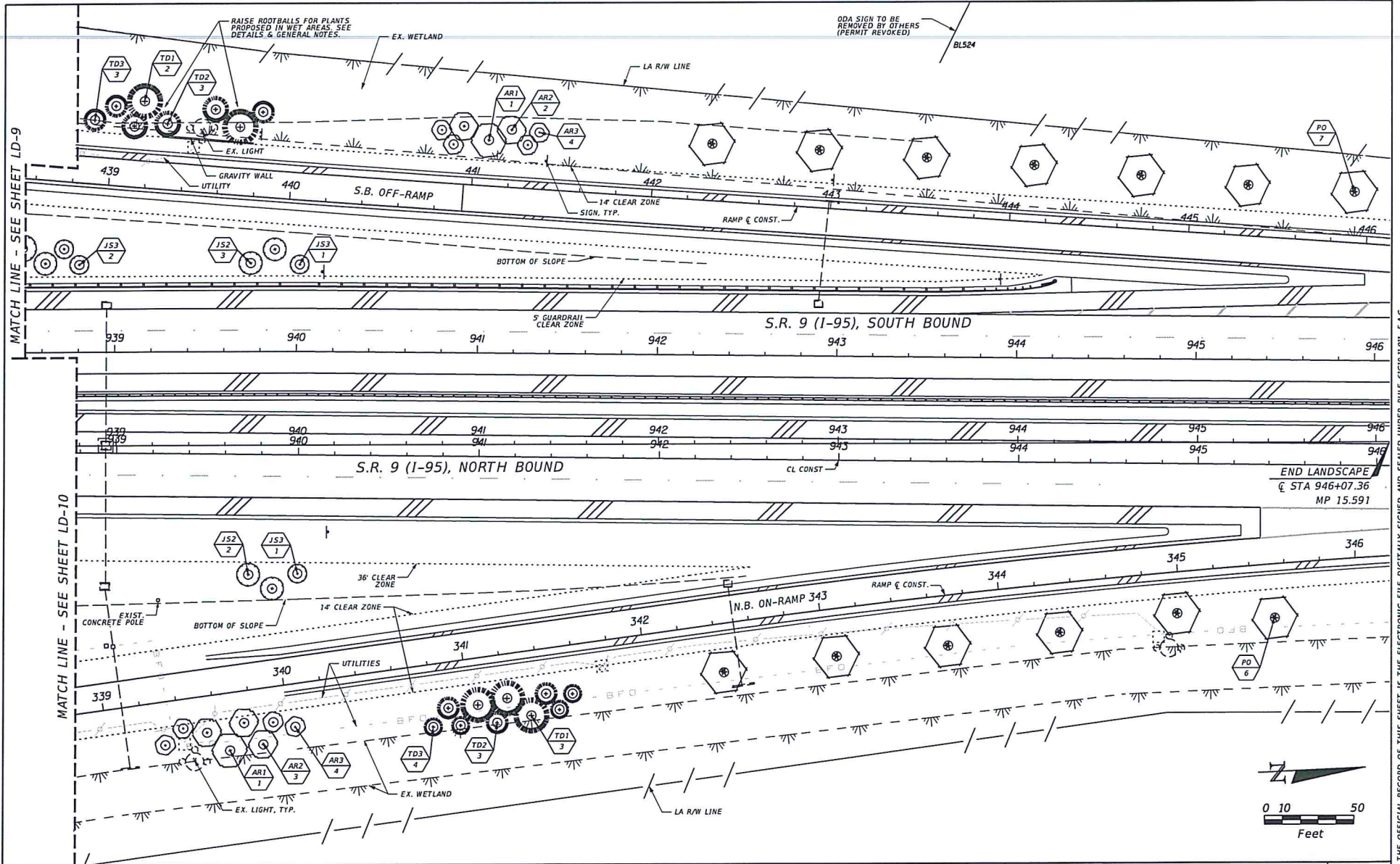
Landscape Architect Of Record: Robert J. Cotleur, RLA: #1067
 COTLEUR & HEARING, INC.
 1934 Commerce Lane Suite 1
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 9	INDIAN RIVER	446040-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-10

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MATCH LINE - SEE SHEET LD-9

MATCH LINE - SEE SHEET LD-10

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Landscape Architect Of Record: Robert J. Coteur, RLA #1067
 COTLEUR & HEARING, INC.
 1934 Commerce Lane Suite 1
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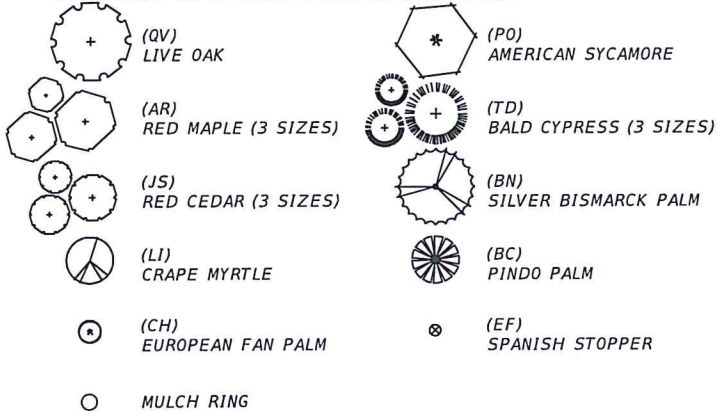
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 9	INDIAN RIVER	446040-1-52-01

LANDSCAPE PLAN

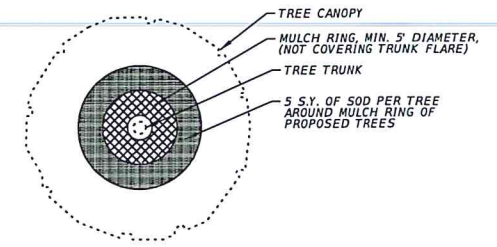
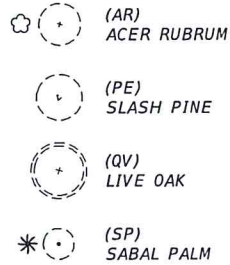
SHEET NO.
LD-11

PLANT LEGEND:

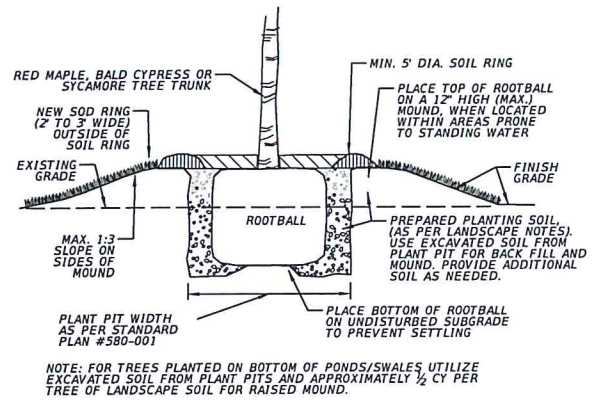
REFER TO PLANT LIST FOR BOTANICAL NAMES AND SPECIFICATIONS



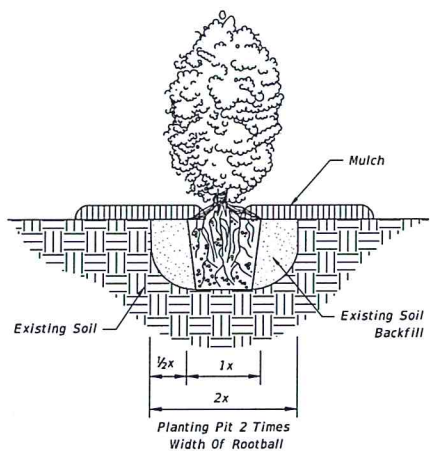
EXISTING PLANT LEGEND:



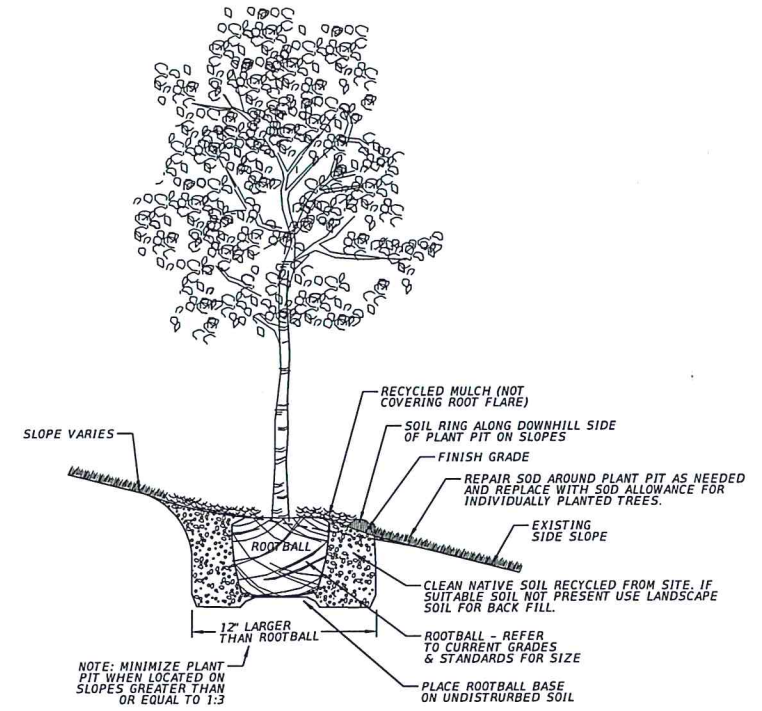
NOTE: SOD PROVIDED ONLY FOR TREES PLANTED ON BOTTOM OF PONDS/SWALES AND ON ALL SLOPES (1:3 AND STEEPER).
SOD REPAIR DETAIL
 NOT TO SCALE



NOTE: FOR TREES PLANTED ON BOTTOM OF PONDS/SWALES UTILIZE EXCAVATED SOIL FROM PLANT PITS AND APPROXIMATELY 1/2 CY PER TREE OF LANDSCAPE SOIL FOR RAISED MOUND.
RAISED ROOT BALL PLANTING DETAIL
 FOR USE IN AREAS PRONE TO STANDING WATER (BOTTOMS OF SWALES AND RETENTION AREAS)
 NOT TO SCALE



GROUND COVER/SHRUB PLANTING DETAIL



NOTE: MINIMIZE PLANT PIT WHEN LOCATED ON SLOPES GREATER THAN OR EQUAL TO 1:3
SLOPED PLANTING DETAIL - SWALE/RAMP SIDE SLOPES
 UTILIZE ON SLOPES 1:3 AND STEEPER
 NOT TO SCALE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Landscape Architect Of Record: Robert J. Cotleur, RLA: #1067
 COTLEUR & HEARING, INC.
 1934 Commerce Lane Suite 1
 Jupiter, Florida 33458
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 9	INDIAN RIVER	446040-1-52-01

LANDSCAPE DETAILS

SHEET NO.
 LD-12

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TABULATION OF QUANTITIES

PAY ITEM NO.	SYMBOL	DESCRIPTION	SIZE / REMARKS	NATIVE	MAX. MAINT. SIZE	UNIT	SHEET NUMBERS														GRAND TOTAL			
							LD-5		LD-6		LD-7		LD-8		LD-9		LD-10		LD-11		PLAN	FINAL		
							PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL				
110-1-1		CLEARING AND GRUBBING	SEE LANDSCAPE NOTES			AC								0.130									0.130	
110-23		TREE REMOVAL	SEE LANDSCAPE NOTES			EA																	9	
570-1-2	SOD	PASPALUM NOTATUM - Bahia Sod	SEE LANDSCAPE NOTES			SY	50		310				215		465		225		290		55		1,610	
580-1-2		LARGE PLANTS				LS																		
AR1		Acer rubrum 'Florida Flame' - Florida Flame Red Maple	14' OA x 7' SPRD, 3" CAL	Y	40' (NF)	EA			3					2		1		1			2		9	
AR2		Acer rubrum 'Florida Flame' - Florida Flame Red Maple	11' OA x 5' SPRD, 2.25" CAL	Y	40' (NF)	EA			5					2		2		2			5		16	
AR3		Acer rubrum 'Florida Flame' - Florida Flame Red Maple	8' OA x 5' SPRD, 1.5" CAL	Y	40' (NF)	EA			9					5		5		4			8		31	
BC		Butia capitata - Pindo Palm	4' CT, FF, DIAMOND CUT TRUNK	N	15' (NF)	EA					10			11		10		10					42	
BN		Bismarckia nobilis 'Silver' - Silver Bismarck Palm	6' CT, RP, FF	N	40' (NF)	EA					8		10			8		8					34	
CH		Chamaerops humilis - European Fan Palm	7' OA x 6' SPRD, MULTI, MIN. 3 STEM, MIN. 12' STEM FOOTAGE	N	10' (NF)	EA					8		8			8		8					32	
LI		Lagerstroemia indica - Crape Myrtle (Muskogee and Tuskegee)	10' - 12' OA x 4' SPRD, MULTI, LIMB UP 5'. 50% MIX OF BOTH COLORS	N	25' (NF)	EA					5		6			5		7					23	
JS1		Juniperus v. silicicola - Southern Red Cedar	14' OA x 6' SPRD, FF	Y	30' (NF)	EA					2		3			3		4			4		16	
JS2		Juniperus v. silicicola - Southern Red Cedar	11' OA x 4' SPRD, FF	Y	30' (NF)	EA					8		4			4		5			5		31	
JS3		Juniperus v. silicicola - Southern Red Cedar	8' OA x 3' SPRD, FF	Y	30' (NF)	EA					6							2			4		12	
EF		Eugenia foetida - Spanish Stopper	15 GAL, 5' OA, BUSH FORM, FULL TO BASE, 4' ON CENTER	Y	8'	EA							28										28	
PO		Platanus occidentalis - American Sycamore	14' OA, 3.5"-4" CAL, FULL, 5' CT	Y	40' (NF)	EA	10		6												13		29	
QV		Quercus virginiana - Live Oak	16' OA, 7' SPRD, 4.5"-5" CAL, FULL, 5' CT	Y	50' (NF)	EA					8		8			7		7					30	
TD1		Taxodium Distichum - Bald Cypress	14' OA, 4" CAL	Y	50' (NF)	EA					6					3		2			6		5	22
TD2		Taxodium Distichum - Bald Cypress	11' OA, 3" CAL	Y	50' (NF)	EA					9					5		3			9		6	32
TD3		Taxodium Distichum - Bald Cypress	8' OA, 2" CAL	Y	50' (NF)	EA					11					8		3			13		7	42
		LANDSCAPE SOIL	SEE LANDSCAPE NOTES/DETAILS (QUANTITY PROVIDED IS APPROXIMATE)			CY	1		8							9		10			9		11	48

NOTE TO REVIEWER: TOTALS SHOWN FOR REFERENCE AND WILL BE REMOVED PRIOR TO PRODUCTION SUBMITTAL

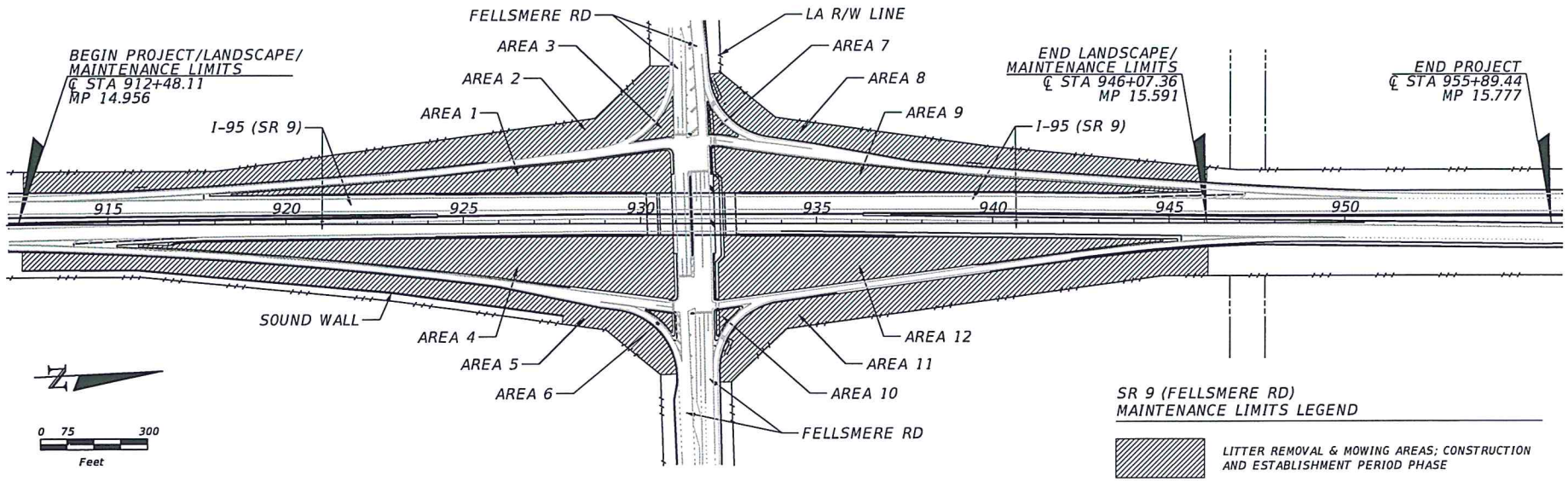
ABBREVIATION KEY: CAL=CALIPER, CT=CLEAR TRUNK, EA=EACH, FF=FLORIDA FANCY, GAL=GALLON SIZE, LS=LUMP SUM, MAX=MAXIMUM, MAINT=MAINTAINED, MIN=MINIMUM, MULTI=MULTI STEM, NF=NATURAL FORM, N=NO, OA=OVERALL HEIGHT, RP=ROOT PRUNED (MIN 60 DAYS), SPRD=SPREAD, Y=YES

REVISIONS				Landscape Architect Of Record: Robert J. Cotleur, RLA #1067 COTLEUR & HEARING, INC. 1934 Commerce Lane Suite 1 Jupiter, Florida 33458 561-747-6336 Fax 561-747-1377	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF QUANTITIES & PLANT SCHEDULE	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-13
					SR 9	INDIAN RIVER	446040-1-52-01		

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SUMMARY OF LITTER REMOVAL AND MOWING

CONST. PHASE	LOCATION STA. TO STA.	SIDE	DURATION (DAYS)	LITTER REMOVAL 0107 1						MOWING 0107 2						DESIGN NOTES	CONSTRUCTION REMARKS
				FREQUENCY (DAYS)	AREA ID	CYCLES	AREA		FREQUENCY (DAYS)	AREA ID	CYCLES	AREA					
							AC/ CYCLE	TOTAL (AC)				AC/ CYCLE	TOTAL (AC)				
CONSTRUCTION	912+48.11 TO 946+07.36	LT/RT	200	15	AREA 1	14	1.530	21.420	30	AREA 1	7	1.530	10.710				
			200	15	AREA 2	14	2.975	41.650	30	AREA 2	7	2.975	20.825				
			200	15	AREA 3	14	0.117	1.638	30	AREA 3	7	0.117	0.819				
			200	15	AREA 4	14	2.962	41.468	30	AREA 4	7	2.962	20.734				
			200	15	AREA 5	14	2.286	32.004	30	AREA 5	7	2.286	16.002				
			200	15	AREA 6	14	0.041	0.574	30	AREA 6	7	0.041	0.287				
			200	15	AREA 7	14	0.084	1.176	30	AREA 7	7	0.084	0.588				
			200	15	AREA 8	14	1.979	27.706	30	AREA 8	7	1.979	13.853				
			200	15	AREA 9	14	1.757	24.598	30	AREA 9	7	1.757	12.299				
			200	15	AREA 10	14	0.056	0.784	30	AREA 10	7	0.056	0.392				
			200	15	AREA 11	14	2.697	37.758	30	AREA 11	7	2.697	18.879				
			200	15	AREA 12	14	2.611	36.554	30	AREA 12	7	2.611	18.277				
ESTABLISHMENT	912+48.11 TO 946+07.36	LT/RT	730	15	AREA 1	49	1.530	74.970	30	AREA 1	25	1.530	38.250				
			730	15	AREA 2	49	2.975	145.775	30	AREA 2	25	2.975	74.375				
			730	15	AREA 3	49	0.117	5.733	30	AREA 3	25	0.117	2.925				
			730	15	AREA 4	49	2.962	145.138	30	AREA 4	25	2.962	74.050				
			730	15	AREA 5	49	2.286	112.014	30	AREA 5	25	2.286	57.150				
			730	15	AREA 6	49	0.041	2.009	30	AREA 6	25	0.041	1.025				
			730	15	AREA 7	49	0.084	4.116	30	AREA 7	25	0.084	2.100				
			730	15	AREA 8	49	1.979	96.971	30	AREA 8	25	1.979	49.475				
			730	15	AREA 9	49	1.757	86.093	30	AREA 9	25	1.757	43.925				
			730	15	AREA 10	49	0.056	2.744	30	AREA 10	25	0.056	1.400				
			730	15	AREA 11	49	2.697	132.153	30	AREA 11	25	2.697	67.425				
			730	15	AREA 12	49	2.611	127.939	30	AREA 12	25	2.611	65.275				
SUB-TOTAL:							1202.985		SUB-TOTAL:			611.040					
TOTAL:									TOTAL:								



REVISIONS				Landscape Architect Of Record: Robert J. Cotleur, RLA: #1067 COTLEUR & HEARING, INC. 1934 Commerce Lane Suite 1 Jupiter, Florida 33458 561-747-6336 Fax 561-747-1377	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF QUANTITIES	SHEET NO. LD-14
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 9	INDIAN RIVER	446040-I-52-01		

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SECTION No.: 8801000
FM No. (s): 439094-1-58-01
COUNTY: INDIAN RIVER
S.R. No.: 9

EXHIBIT C

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Please see attached

MAINTENANCE PLAN Landscape Improvements

Project State Road No(s): SR 9 from MP 14.956 to MP 15.591, Excluding the SR 9 side slopes (Ramp and infield areas only).

Maintenance Limits: Maintenance responsibilities include the trees and shrubs installed adjacent to the four on/off ramps, within the four quadrant infield areas or within the stormwater retention ponds at the I-95 and CR 512 (Fellsmere Rd) Interchange as a part of FM # 446040-1-52-01.

South Bound On-Ramp and Infield Area; South of CR 512, West of SR 9

South Bound Off-Ramp and Infield Area; North of CR 512, West of SR 9

North Bound Off-Ramp and Infield Area; South of CR 512, East of SR 9

North Bound On-Ramp and Infield Area; North of CR 512, East of SR 9

FM No(s): 446040-1-52-01
RLA of Record: Robert J. Cotleur, RLA #1067
Maintaining Agency: City of Fellsmere, Indian River County
Date: October 26, 2020

PART I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: *FDOT Standard Plans*, *FDOT Plans Design Manual* and *FDOT Standard Specifications for Road and Bridge Construction*, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan **Section Part I.** describes general maintenance requirements and recommendations.

The concluding Section Part II. Of the Maintenance Plan provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.

WATERING REQUIREMENTS

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM (N/A)

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably “rush hour” traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

INTEGRATED PLANT MANAGEMENT

An assessment of each planting area’s soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

MULCHING

Mulch planting beds in such a manner as to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

PRUNING

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to specific pruning heights maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards, all palms are to be kept fruit free. The specific pruning heights are determined by understanding the designer’s intent when selecting and placing the plants. The mature or maintained height and spread of plants shall be noted in Part II., Specific Project Site Maintenance Requirements and Recommendations. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages.

STAKING AND GUYING

All staking materials, except for replacements, are to be removed by the completion of FDOT establishment or after one year (whichever comes first). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Standard Plans* guidelines (See Index 580-001). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING: (N/A)

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

LITTER CONTROL

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

WEEDING/HERBICIDE

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage resulting from overspray to the plantings, per the approved plans.

PLANT REPLACEMENT

Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

HARDSCAPE (SPECIALTY SURFACING) (N/A)

All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook for a sidewalk; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (CONCRETE PAVERS)

All tree grates and concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers, Part 3.05*. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

HARDSCAPE (NON-STANDARD) TRAVELWAY SURFACING

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

HARDSCAPE (LANDSCAPE ACCENT LIGHTING) (N/A)

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

MAINTENANCE OF TRAFFIC CONTROL

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA) (IF APPLICABLE)

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for *Vegetation Management at ODA signs* Florida Statutes and Florida Administrative Code related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

PART II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS

Only the trees, shrubs and mulch beds installed as a part of FM #446040-1-52-01, and that fall within the city-maintained areas (see Exhibit A-III, Landscape Improvements Maintenance Boundaries Map) are to be maintained by the City of Fellsmere. The City will not be responsible for any mowing or general litter removal as this will continue to be the responsibility of FDOT. The City will only be responsible for litter removal within tree rings and mulch bed areas.

Maintain the tree groupings in the southeast quadrant of the interchange so that views to the sound wall graphics from the ramp are preserved. Maintain all trees within the interchange to preserve clear access for FDOT maintenance equipment. All landscape material will require periodic fertilization to promote health and vigor. The Spanish Stopper shrubs planted adjacent to the utility enclosure shall be maintained so that access to the utilities are not obstructed and pruned so the hedge does not exceed a maximum height of 8 feet and a maximum width of 4 feet. All red cedars and cypress within city maintenance areas should be maintained full to base, to the maximum extent possible.

REFERENCES

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up to date information.

Accessible Sidewalk (ADA)

<http://www.access-board.gov/guidelines-and-standards/streets-sidewalks>

Americans with Disabilities Act (ADA) (ADAAG)

http://www.ada.gov/2010ADAstandards_index.htm

American National Standard Institute, *ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)*, available for purchase

<http://webstore.ansi.org>

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants 2015*

<http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection>

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*

<http://www.floridabuilding.org/fbc/workgroups/Accessibility Code Workgroup/Documentation/CHAPTER 11 w fla specifics.htm>

Florida Department of Transportation, *Program Management, Maintenance Specifications Workbook Supplemental Specifications, Section 580 Landscape Installation*

<http://www.fdot.gov/programmanagement/Maintenance/2019Jan/default.shtm>

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 580-001 Landscape Installation*

<http://www.fdot.gov/design/standardplans/current/IDX/580-001.pdf>

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 212.11 Clear Sight Triangles*

<http://www.fdot.gov/roadway/FDM/current/2018FDM212Intersections.pdf>

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 215.2.3 Clear Zone Criteria and 215.2.4 Lateral Offset*

Table 215.2.1 Clear Zone Width Requirements

Table 215.2.2 Lateral Offset Criteria (for Trees)

<http://www.fdot.gov/roadway/FDM/current/2018FDM215RoadsideSafety.pdf>

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction,*

*Maintenance and Utility Operations on the State Highway System, Index Series 102-600
Traffic Control through Work Zones*

<http://www.fdot.gov/design/standardplans/current/IDx/102-600.pdf>

Department of Transportation, Landscape Architecture Website
www.MyFloridaBeautiful.com

Florida Department of Transportation, *Maintenance Rating Program Handbook*
<http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm>

Florida Department of Transportation Outdoor Advertising Database
<http://www2.dot.state.fl.us/rightofway/>

Florida Exotic Pest Plant Council Invasive Plant Lists
<http://www.fleppc.org/list/list.htm>

Florida Irrigation Society
<http://www.fisstate.org>

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place*
http://www.fpl.com/residential/trees/right_tree_right_place.shtml

SECTION No.: 8801000
FM No. (s): 439094-1-58-01
COUNTY: INDIAN RIVER
S.R. No.: 9

EXHIBIT D

APPROXIMATE COST FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

\$ 399,900.23

See Attached

I-95 /FELLSMERE INTERCHANGE - CONSTRUCTABILITY PHASE COST ESTIMATE

FPI# 446040-1-32-01, CH# 19-0315 TWO 6

October 26, 2020

PAY ITEM NO.	SYMBOL	DESCRIPTION	SIZE / REMARKS	NATIVE	MAX. MAINT. SIZE	UNIT	GRAND TOTAL	UNIT COST	SUB-TOTAL
999-2		LUMP SUM CONTRACT				LS	1		
101-1		MOBILIZATION	INCLUDES CONSTRUCTION PHASE ONLY (EST 12%)			LS	1	\$ 48,000.00	\$ 48,000.00
102-1		MAINTENANCE OF TRAFFIC (MOT)	INCLUDES CONSTRUCTION PHASE ONLY (EST 3%)			LS	1	\$ 12,000.00	\$ 12,000.00
107-1		LITTER REMOVAL AND DISPOSAL	SEE SUMMARY OF QUANTITIES			AC	1,194.69	\$ 18.27	\$ 21,826.91
107-2		MOWING	SEE SUMMARY OF QUANTITIES			AC	616.10	\$ 47.64	\$ 29,350.81
110-1-1		CLEARING AND GRUBBING	SEE LANDSCAPE NOTES			LS	0.13 AC	\$ 1,000.00	\$ 1,000.00
110-23		TREE REMOVAL	SEE LANDSCAPE NOTES			EA	9	\$ 100.00	\$ 900.00
570-1-2	SOD	PASPALLUM NOTATUM - Bahla Sod	SEE LANDSCAPE NOTES	Y		SY	1,610	\$ 2.25	\$ 3,622.50
580-1-2		LARGE PLANTS				LS	1		
	AR1	Acer rubrum 'Florida Flame' - Florida Flame Red Maple	14' 0A x 7' SPRD, 3" CAL	Y	40' (NF)	EA	9	\$ 650.00	\$ 5,850.00
	AR2	Acer rubrum 'Florida Flame' - Florida Flame Red Maple	11' 0A x 5' SPRD, 2.25" CAL	Y	40' (NF)	EA	16	\$ 240.00	\$ 3,840.00
	AR3	Acer rubrum 'Florida Flame' - Florida Flame Red Maple	8' 0A x 5' SPRD, 1.5" CAL	Y	40' (NF)	EA	31	\$ 100.00	\$ 3,100.00
	BC	Butia capitata - Pindo Palm	4' CT, FF, DIAMOND CUT TRUNK	N	15' (NF)	EA	42	\$ 800.00	\$ 33,600.00
	BN	Bismarckia nobilis 'Silver' - Silver Bismarck Palm	6' CT, RP, FF	N	40' (NF)	EA	34	\$ 1,000.00	\$ 34,000.00
	CH	Chamaerops humilis - European Fan Palm	7' 0A x 6' SPRD, MULTI, MIN. 3 STEM, MIN. 12' STEM FOOTAGE	N	10' (NF)	EA	32	\$ 1,050.00	\$ 33,600.00
	LJ	Lagerstroemia indica - Crape Myrtle (Muskogee and Tuskegee)	10' - 12' 0A x 4' SPRD, MULTI, LIMB UP 5', 50% MIX OF BOTH COLORS	N	25' (NF)	EA	23	\$ 300.00	\$ 6,900.00
	JS1	Juniperus v. silicicola - Southern Red Cedar	14' 0A x 6' SPRD, FF	Y	30' (NF)	EA	16	\$ 520.00	\$ 8,320.00
	JS2	Juniperus v. silicicola - Southern Red Cedar	11' 0A x 4' SPRD, FF	Y	30' (NF)	EA	31	\$ 375.00	\$ 11,625.00
	JS3	Juniperus v. silicicola - Southern Red Cedar	8' 0A x 3' SPRD, FF	Y	30' (NF)	EA	12	\$ 200.00	\$ 2,400.00
	EF	Eugenia foetida - Spanish Stopper	15 GAL, 5' 0A, BUSH FORM, FULL TO BASE, 4" ON CENTER	Y	8'	EA	28	\$ 100.00	\$ 2,800.00
	PD	Platanus occidentalis - American Sycamore	14' 0A, 3.5"-4" CAL, FULL, 5' CT	Y	40' (NF)	EA	29	\$ 725.00	\$ 21,025.00
	QV	Quercus virginiana - Live Oak	16' 0A, 7' SPRD, 4.5"-5" CAL, FULL, 5' CT	Y	50' (NF)	EA	30	\$ 1,280.00	\$ 38,400.00
	TD1	Taxodium Distichum - Bald Cypress	14' 0A, 4" CAL	Y	50' (NF)	EA	22	\$ 575.00	\$ 12,650.00
	TD2	Taxodium Distichum - Bald Cypress	11' 0A, 3" CAL	Y	50' (NF)	EA	32	\$ 275.00	\$ 8,800.00
	TD3	Taxodium Distichum - Bald Cypress	8' 0A, 2" CAL	Y	50' (NF)	EA	42	\$ 165.00	\$ 6,930.00
		LANDSCAPE SOIL	SEE LANDSCAPE NOTES/DETAILS (QUANTITY PROVIDED IS APPROXIMATE)			CY	48	\$ 45.00	\$ 2,160.00
		2 YEAR EXTENDED MAINTENANCE FOR LANDSCAPE (12% 1ST YR + 8% 2ND YR OF LANDSCAPE COST)				LS	1	\$ 47,200.00	\$ 47,200.00

SUB-TOTAL MISC. LANDSCAPE ITEMS	\$ 60,000.00
SUB-TOTAL MISC. LANDSCAPE ITEMS	\$ 56,700.23
SUB-TOTAL LANDSCAPE COST	\$ 236,000.00
SUB-TOTAL 2 YEAR MAINT. COST	\$ 47,200.00
TOTAL PROJECT COST	\$ 399,900.23
TOTAL PROJECT BUDGET	\$ 400,000.00
REMAINING BUDGET	\$ 99.77

**City of Fellsmere City Council
Agenda Request Form**

Meeting Date: January 14, 2021

Agenda Item No. 13(1)

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing

- RESOLUTION
- DISCUSSION

ORDINANCE ON FIRST READING

BID/RFP AWARD

GENERAL APPROVAL OF ITEM

CONSENT AGENDA

Other:

SUBJECT: Authorize Work Authorization #3 to Infrastructure Solutions Services for design and permitting of the next Stormwater Cost Share project.

RECOMMENDED MOTION/ACTION: Approve task order and authorize mayor to execute work authorization.

Approved by City Manager *Maureen* Date: 1/14/21

Originating Department:	Costs: \$ 73,980 Funding Source: Stormwater/Infrastructure Acct. #	Attachments: Task Proposal
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input checked="" type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u> Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

Summary Explanation/Background:

The City is able to apply for a stormwater grant from St. Johns River Water Management District for additional stormwater enhancements. See separate agenda item for specifics. If the stormwater greenway is selected, this agenda item would authorize ISS, one of our general service engineers, to complete the design and permitting. This grant requires these services to be paid with local funds as projects that NOT are shovel ready are NOT generally awarded. If a different project is selected, staff requests authorization for the Mayor to execute a work authorization with revised tasks descriptions for the selected project at a cost not to exceed this same level - \$73,980.

The next SJRWMD Cost Share grant is currently shown in the approved budget to commence FY23/24. This request accelerates this grant application and design efforts by two years. Although the Infrastructure Fund is currently in a deficit, the City ended last fiscal year with lower expenses than anticipated, as such, funds should be available for this year to cover these costs. A budget amendment may be required later in the fiscal year if it turns out that additional funds are needed to cover this cost.



INFRASTRUCTURE SOLUTION SERVICES

January 13, 2021

Project No. TBD

Mr. Mark Mathes
City Manager
City of Fellsmere
22 South Orange St
Fellsmere, FL 32948

RE: TASK ORDER PROPOSAL FOR THE CITY OF FELLSMERE KENTUCKY AVE./ STORMWATER GREEN WAY RETROFIT DESIGN SERVICES

Dear Mr. Mathes:

Infrastructure Solution Services (ISS) is pleased to provide our proposal to the City of Fellsmere for the proposed stormwater retrofit system within Kentucky Avenue R.O.W design services serving a single-family residential project area bordered by S. Broadway Street on west, S. Willow Street on east, Tennessee Avenue on south and Michigan Avenue on north approximately 68 acres. The scope of services for this proposal is included as follows.

Section I. BACKGROUND

The City of Fellsmere (City) is qualified and identified as a REDI Community (Rural Economic Development Initiative) by the State of Florida and St. Johns River Water Management District to receive Cost-Share opportunities and funding. It is our understanding that the City intends to use the cost-share funding to perform a stormwater retrofitting project. The purpose of this proposal is to provide engineering design services as well as permitting and funding approval services related to the proposed stormwater retrofitting project.

Section II. SCOPE OF SERVICES, Field Services, Preliminary Design Services, Final Design Services, Permitting, Bidding, ESDC

TASK 1 FIELD SERVICES

a) Field Services – Surveying

The scope for the surveying services required for the design and permitting of the stormwater retrofit system includes the following:

- On-site kickoff meeting with City personnel regarding project scope, deliverables, and deadlines
- Collect survey data for the approximate +/- 20-acre project area including Kentucky Ave. ROW, and adjoining roadways and alleys.
- Site-specific surveying including existing surface features, existing utilities based on field observations and 811 design ticket information, right-of-way delineation, and topographic elevations. Surface topographic data to be collected at approximately 100 feet intervals along the length of the existing undeveloped Kentucky Avenue R/W and residential alleys enough for the design of the project.

TASK 2 DESIGN SERVICES

a) Preliminary (30%) Design Services

This effort will include the preliminary design of the stormwater retrofit system based on the collected survey data for the approximate 68-acre project area which includes the described adjacent vacated Kentucky Ave and an adjacent swale system. This effort will include preliminary design

meetings, three meetings, one with the City of Fellsmere, one with the Fellsmere Water Control District (FWCD) which has jurisdiction over the canal, and one with the St Johns River Water Management District (SJRWMD). Lastly, this effort will include addressing comments received from the City and the regulatory agencies. The approved preliminary design will be carried forward into the 90% design phases.

b) Final (90%) Design Services

The Engineer shall prepare and submit (90%) design construction plans, specifications, and cost estimate to the City for the Kentucky Ave stormwater retrofit project. This submittal will be reviewed by the City staff. Additionally, the 90% plans will be submitted to the FWCD and the SJRWMD for regulatory review. Review comments received by ISS will be carried forward into the 100% design phase.

c) Final (100%) Design Services

Upon 90% design approval from the City, FWCD, and SJRWMD, the Engineer shall prepare and submit final (100%) construction plans for the stormwater retrofit project. This submittal will be provided to the City Staff. This submittal will be approved by the City Staff for bidding purposes.

d) Permitting Services

Regulatory agency permitting application and approval for this project is anticipated with the FWCD and the SJRWMD. Specifically, permitting services will include communication with both regulatory agencies, completion of permit applications as necessary, and submittal of 90% design plans for regulatory review including completion of a brief report related to the improvements and associated stormwater drainage. One response to agency requests for additional information is included in this scope of work. In the event the effort required to complete the permitting process with regulatory agencies is more than anticipated, then ISS will request additional scope of service and compensation in a separate proposal.

Section III. SUBCONSULTANTS

The ISS Team does not anticipate the use of subconsultants for this contract; however, in the event subconsulting services become necessary during the course of this project, then ISS will provide a separate proposal to the City for those services.

Section V. OWNER'S RESPONSIBILITY

The City will provide all available design related information on the existing Kentucky Ave related stormwater drainage canal including existing ROW and utility information. The City will mark up City related utilities or other infrastructure to be avoided in this project. The City will review and provide comments on the preliminary design and the 90% design documentation. The City will be responsible for the vacating of Kentucky Ave. The City will be responsible for all permit fees, as required.

Section VI. DELIVERABLES

The ISS Team will provide the following deliverables to the City:

#	<i>Deliverables</i>
1	Three (3) sets of the Preliminary Design
2	Three (3) sets of the 90% Construction Documents (11x17)
3	Three (3) sets of the Final 100% Construction Documents (11x17)
4	One (1) Electronic copy of the Final 100% Documents and permits in PDF

Section VII. SCHEDULE

This ISS project schedule was developed based on similar stormwater design and permitting projects and ISS will make every effort to beat this design schedule and the City desired schedule for grant funding. The scheduled calendar days start from receipt of the City provided information and NTP to the ISS Team.

<i>TASK NAME</i>	<i>TASK DAYS</i>	<i>CUMUL DAYS</i>
Field Surveying Services	20	20
Preliminary Design	20	20
Owner Review of Preliminary Design	2	2
90% Plans, Specs, Cost Estimate, Permit Submittal	20	42
Permit Review Approvals	30	75
Owner 90% Plans Review & ISS QC Review	2	44
100% Plans, Specs, Contract Documents	2	46

Section VIII. METHOD OF COMPENSATION

The City of Fellsmere shall compensate the ISS Team for scope of work described herein at the lump sum fee amount of \$74,780. The fee cost breakdown for this project is below.

At the direction of the City, ISS may be requested to provide additional services. These additional services will require approval by the City prior to ISS commencement of services. ISS will invoice the City based on the percentage of work actually completed on this project.

<i>TASK #</i>	<i>TASK NAME</i>	<i>COST</i>
1	Surveying Services	\$17,580
2	Preliminary Design Services	\$11,120
3	Final Design and Permitting Services	\$45,280
SUBTOTAL COST		\$73,980

EXPENSES	\$800
TOTAL COST w/EXPENSES	\$74,780

SECTION IX. ACCEPTANCE

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice to Proceed" for the accomplishment of this work.

INFRASTRUCTURE SOLUTION SERVICES

CITY OF FELLSMERE

 Brian Stahl, P.E.
 Managing Member

 Mark D. Mathes
 City Manager

 Date

 Date