



# Fellsmere

**CITY COUNCIL MEETING**  
**22 S. Orange St., Fellsmere FL**  
November 16, 2023– 7:00 P.M.

## **AGENDA**

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **PLEDGE OF ALLEGIANCE**
4. **INVOCATION:**
5. **APPROVAL OF MINUTES:** (a) City Council Meeting of November 2, 2023
6. **PROCLAMATION:** (a) National American Indian Heritage Month – November 2023
7. **PUBLIC COMMENTS:**
8. **MANAGER'S MATTERS:**
9. **MAYOR'S MATTERS:**
  - (a) Police Department Report- October 2023
  - (b) Water System Monitoring Report-October 2023
  - (c) Finance Department Reports
  - (d) Grants Report
  - (e) Status of Developments Report
10. **COUNCIL MEMBER'S MATTERS:**
11. **CITY ATTORNEY'S MATTERS:**
12. **NEW BUSINESS:**
  - (a) **RESOLUTION -2023-61/ A** RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, DECLARING THE UNOPPOSED INCUMBENTS AND UNOPPOSED QUALIFIED CANDIDATES AS WINNERS PURSUANT TO SECTION 101.151(7), FLORIDA STATUTES; DIRECTING THE CLERK TO ENTER THE RESULTS OF THE ELECTION IN THE OFFICIAL MINUTES OF THE MEETING OF THE CITY COUNCIL; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.
  - (b) **SWEARING IN OF COUNCIL ELECT:**
    1. Inocensia Hernandez
    2. Gerald Renick

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RECONVENE**

1. SELECTION OF MAYOR
2. SELECTION OF VICE MAYOR
3. SELECTION OF MAYOR PRO-TEM

**(c) SUNSHINE LAW & GUIDE TO THE CODE OF ETHICS:** Presentation by City Attorney Warren W. Dill.

**(d) APPOINTMENT TO COMMITTEES, COUNCILS & BOARDS** representing Fellsmere.

**1.Treasure Coast Council of Local Governments –**

\_\_\_\_\_ agreed to serve and \_\_\_\_\_ agreed to be the Alternate Member.

**2.Treasure Coast Regional League of Cities –**

\_\_\_\_\_ agreed to serve and \_\_\_\_\_ agreed to be the Alternate Member.

**3.Beach & Shore Preservation –**

\_\_\_\_\_ agreed to serve and \_\_\_\_\_ agreed to be the Alternate Member.

**4.Economic Development Council –**

\_\_\_\_\_ agreed to serve and \_\_\_\_\_ agreed to be the Alternate Member.

**5.Elected Officials Oversight Committee–**

\_\_\_\_\_ agreed to serve and \_\_\_\_\_ agreed to be the Alternate Member.

**6.Metropolitan Planning Council –**

\_\_\_\_\_ agreed to serve and \_\_\_\_\_ agreed to be the Alternate Member.

**7.Treasure Coast Regional Planning Council –**

\_\_\_\_\_ agreed to serve and \_\_\_\_\_ agreed to be the Alternate Member.

**(e) ORDINANCE NO. 2023-13/** AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE CITY OF FELLSMERE OFFICIAL ZONING MAP TO ADD A ZONING CLASSIFICATION OF PDD-PLANNED DEVELOPMENT DISTRICT FOR LAND HAVING A COMPREHENSIVE FUTURE LAND USE MAP DESIGNATION OF NEIGHBORHOOD COMMERCIAL (NC) CONTAINING 0.58 ACRES, MORE OR LESS, LOCATED AT 12645/12665 COUNTY ROAD 512; PROVIDING FOR RATIFICATION; PROVIDING FOR CONSISTENCY WITH COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR ZONING; PROVIDING FOR ZONING MAP; FURTHER PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE. / **1<sup>st</sup> Reading and Set the 2<sup>nd</sup> Reading and Public Hearing for December 7, 2023 at 7:00 P.M.**

**RESOLUTION NO. 2023-20/** A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, APPROVING THE FINAL DEVELOPMENT PLAN FOR A PLANNED DEVELOPMENT FOR RETAIL OFFICE, OUTSIDE DISPLAY, OUTSIDE STORAGE, WHOLESALING, NURSERY, HAND CAR WASH AND ONE (1) APARTMENT UNIT; PROVIDING FOR RATIFICATION; PROVIDING FOR CONSISTENT WITH COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR FINAL DEVELOPMENT PLAN APPROVAL WITH CONDITIONS; AND FURTHER PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING PROVISIONS AND AN EFFECTIVE DATE. / **1<sup>st</sup> Reading and Set the 2<sup>nd</sup> Reading and Public Hearing for December 7, 2023 at 7:00 P.M.**

**(f) ORDINANCE NO. 2023-28/** AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE CITY OF FELLSMERE OFFICIAL ZONING MAP TO CHANGE THE ZONING CLASSIFICATION FROM INDIAN RIVER COUNTY, FLORIDA A-2 AGRICULTURAL TO CITY PDD-PLANNED DEVELOPMENT DISTRICT FOR LAND HAVING A COMPREHENSIVE FUTURE LAND USE MAP DESIGNATION OF LOW DENSITY MIXED USE NEIGHBORHOOD (LDMXN) CONTAINING 3.0 ACRES, MORE OR LESS, LOCATED ON THE CORRIGAN RANCH FOR FIRE STATION 7 OWNED BY INDIAN RIVER COUNTY, FLORIDA; PROVIDING FOR RATIFICATION; PROVIDING FOR CONSISTENCY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR ZONING; PROVIDING FOR ZONING MAP; FURTHER PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE. **/1<sup>st</sup> Reading and Set the 2<sup>nd</sup> Reading and Public Hearing for December 7,2023 at 7:00 P.M.**

**RESOLUTION NO. 2023-50/** A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, APPROVING THE FINAL DEVELOPMENT PLAN FOR A PLANNED DEVELOPMENT BY INDIAN RIVER COUNTY, FLORIDA/EMERGENCY SERVICE DISTRICT FOR FIRE STATION #7 ON THE CORRIGAN RANCH; PROVIDING FOR RATIFICATION; PROVIDING FOR CONSISTENT WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR FINAL DEVELOPMENT PLAN APPROVAL WITH CONDITIONS; AND FURTHER PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING PROVISIONS AND AN EFFECTIVE DATE. **/1<sup>st</sup> Reading and Set the 2<sup>nd</sup> Reading and Public Hearing for December 7,2023 at 7:00 P.M.**

**(g) Approval** of Marine Bank loan documents for the purchase of city vehicles/rolling stock.

**(h) Approval** of FPL Street Light Pole Attachment Agreement for Holiday Decorations.

**(i) Discussion** on plans for the North Broadway Revitalization.

### 13. ADJOURNMENT:

#### Courtesy Access to Meeting

As a courtesy to the public, the city will attempt to provide coverage of the meeting by internet or telephonic means. Due to unforeseen technical or other difficulties access to the meeting may be interrupted or may not be possible at all via internet or by telephonic means, which will result in your inability to participate in the meeting. Should such technical difficulties occur, the meeting will continue without interruption and without your participation. To be assured of participation in the proceedings you must attend the meeting in person. For your information participation by internet or telephone does not constitute "presence" at the meeting under Florida law.

**To join meeting from your computer, tablet, or smartphone:** <https://meet.goto.com/522832957>

**To join meeting using your phone call** 1-872-240-3311 **Access Code:** 522-832-957

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, any person who may need special accommodations or translators for this meeting must contact the City Clerk's Office at (772) 646-6301 or the TDD Line 772-783-6109 at least 48 hours in advance of the meeting.

Copies of the proposed Ordinance and Resolution are available for review in the Office of the City Clerk, 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.

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 la secretaria municipal al (772) 646-6301 o comunicarse con la Línea TDD 772-783-6109, al menos 48 Horas antes de la reunión.

Copias de las propuestas Ordenanzas y / o Resoluciones están disponibles para su revisión en la Oficina de la secretaria municipal de la ciudad, 22 S. Orange Street, Fellsmere FL entre las 8:30 a.m. y 12 mediodía y 1:00 p.m. y 5:00 p.m. de lunes a viernes. Las personas interesadas pueden asistir a la reunión y ser escuchadas con respecto a las propuestas de las Ordenanzas y Resoluciones. La secretaria municipal debe recibir comentarios por escrito al menos tres (3) días antes de las reuniones del Consejo.

CO20231116AGENDA.DOC



**CITY COUNCIL MEETING  
November 2, 2023 – 7:00 P.M.  
MINUTES**

1. **CALL TO ORDER:** Mayor Tyson called the meeting to order at 7:00 p.m.
2. **ROLL CALL:**  
**PRESENT:** Council Member Herrera, Council Member Salgado Council Member Hernandez, Council Member Renick, Attorney Dill, City Manager Mathes and Mayor Tyson  
**ABSENT:**  
**ALSO, PRESENT:** Chief Touchberry, Finance Director Putnam Moreman, Utility Director Kevin Burge and Attorney Rhodeback
3. **PLEDGE OF ALLEGIANCE:** The Pledge was recited.
4. **INVOCATION:** Mayor Tyson gave the Invocation.
5. **APPROVAL OF MINUTES:**  
 (a) City Council Meeting of October 19, 2023

**MOTION** by Council Member Renick **SECONDED** by Council Member Hernandez to approve the minutes for the City Council Meeting of October 19, 2023.

**ALL AYES:**

**MOTION CARRIED 5-0**

6. **PUBLIC COMMENTS:**

Mayor Tyson asked if anyone from the public had a comment to state their name and address for the record.

Susan Adams – 100 S. Pine St., Fellsmere – She wanted to let Council know the dates for the Frogleg Festival will be January 18 through the 21st. They will be going under the normal contract with the city and don't anticipate any changes. It will be the 33<sup>rd</sup> year anniversary. She thanked the City Council for being very gracious in giving them dedicated space for the kitchen, as well as for their offices and they are super grateful for that. Their goal is to keep it downtown and they appreciate the partnership over the years.

Susan Adams asked what is food truck regulations in the City of Fellsmere, because she knows they have kind of a lot going on. She wants to make sure that she is giving the right information to the people that ask or at least point them in the right direction.

Manager Mathes responded that the City of Fellsmere they see food trucks under two categories, the permanent and the mobile, for permanent the city requires site plan approval and if they get that approval, they don't have to remove the truck every night you're allowed to, but you don't have to. For mobile's the city's understanding is that they have been preempted by the state. On mobile's the city can do a zoning review, but it's got to be a limited review primarily for health and safety line of sight, things like that. They don't require them to get preapproval because the city has no process in place to do that. He does give them parking guidance. Other than that, they come and go and those that come and go are not supposed to be there overnight, they have to leave every day. Susan asked how does Sebastian have an ordinance.

Attorney Rhodeback responded he does not know the nuances of the City of Sebastian but it's a delicate subject. And to his point, any law could be passed until it's challenged with the new laws based on express preemption. If given notice, City of Sebastian is responsible for attorney's fees and costs that end up getting overturned. The food truck regulations, at least at the state level seem to be changing like every six months, which makes it somewhat difficult to keep up. Those are some of the challenges they face at least a legal level.

Attorney Warren Dill commented added they can find a way to do some regulation and they could do that if that is what the City Council desires.

Susan Adams had questions regarding property and sales tax on food trucks.

Fran Adams added since they brought up the conversation about the sales tax and what benefit Fellsmere could be. She assumes most of these food trucks are renting the space, the property that they're on.

Manager Mathes responded that the food truck belongs generally to the owner of the property. Fran Adams commented that the city is not getting any added benefit to pay for extra for police services or street uses and nothing's come back to that part. So only what property tax the city gets from that unimproved piece of property, and she doesn't know if it gets revalued by the Property Appraiser, since now has a food truck on it for a year if it gets revalued, which would get additional value to Fellsmere for property tax, which would be good. So that may be something legislatively that could be addressed to benefit, particularly small towns who could benefit from an additional to value property.

Attorney Dill stated that would be a question for the Property Appraiser. Manager Mathes stated that for the permanent food truck he will have to let the Property Appraiser know.

Mayor Tyson stated one of the things that he is concerned about is the cost for somebody to open a small business. It's just unbelievable.

Susan Adams suggested that the best thing the city could do as a government for some of the small mom and pops to try to help grow them is to work with some of your local banks. If the city had a program that was kind of like an incubator, new business program, and FAU did a really good presentation at the United Way leadership breakfast about their entrepreneurship incubator program. And that might be something that they might be able to bring to Fellsmere. IRSC has a great program for new businesses and that could be something the city could bring to the community and just offer that as an opportunity for people to kind of look into.

Mayor Tyson stated that is something they will have to work on.

Mayor Tyson asked if anyone else from the public had a comment, hearing none he continued with Manager's Matters.

Manager Mathes stated to Susan Adams that if she needs anything modified for the Frogleg Festival to please call him or Andy.

**7. MANAGER'S MATTERS:** Manager Mathes continued with his matters.

- **Sewer Break at Cypress & CR512** – It was repaired pretty quickly. The city will pass all the cost to repair on the person who broke it.
- **Cemetery Tower awaiting reply.**
- **Cemetery Dual Burial w/ashes-** The city has some unique requests for cemetery burial where we have a spot already utilized. This would require a code change. There will need to be form changes and they will come back with those changes.
- **Historic Train Village without grants-** He reminded Council that they do not expect to be funded, they have identified \$300,000 of ARPA money as local match. He would like to move forward with that \$300,000 without the grant if indeed the city does not get funded this coming summer, which was always their plan to make that decision at that time and then Frogleg has talked about donating some money to do a small building for Johnny's FPL. And then hopefully they would have under \$300,000 up to two other buildings, the machine shop which we'll be repurposing as a community center. He thinks it's an important one, the community center is always booked, and it's aged, and it doesn't have as good of facilities as a brand-new larger facility would have. It also creates a great space because it'd be placed right next to the Section Foreman's house. And the plaza space between that could be a great high quality outdoor space to further offer event venues. They will have an indoor space right next to an outdoor space which they don't have at the current Community Center. And then hopefully they can do the depot which would be at the north end of Broadway, and it'd be repurposed as public restrooms.

Mayor Tyson stated that would be a very nice amenity.

Manager Mathes stated that they will be moving forward and has already started asking some consultants to put some proposals together to refresh the plans because our plans are five or six years old. They actually don't have a set of design plans for the depot so they would get a set of design points from the depot.

- **Director attend Council Meetings virtually if no items-** Manager Mathes asked Council if for directors who don't have items on the agenda would they be okay if they participate virtually. Council Agreed.
- **County Evaluation of Comprehensive Plan 11/16 at 6pm N. County Library** – The County is offering 3 meetings, but he listed the closest one in Sebastian.
- **Veterans Day observed 11/10 w water shutoffs on 11/7** – He brought this up for you to let you know that there's only going to be a short time between the shut offs on 11/7 and a long weekend where they will not have water if you do not pay. They think there might be a large influx of non-

pay's this month. Manager Mathes stated that they have an option to extending the shut off date. The council agreed to keep it as is.

- **Daughters of the American Revolution – Wreaths Across America -at Cemetery 12/16 at 12pm**
- **Volunteer required for MPO Citizen Involvement Committee** – He did have a name provided but asked the Council if there's any other names that Council members want to put forward, they still have time. Maria will need to do an agenda item for the next meeting to officially appoint that person.
- **Toy for Tots drop box in City Hall.**
- **FACT Event 12/15/23 (Airboat Santa NOT coming to Town this year)**- This year, Santa is not arriving to town and an airboat. However, we are working with the fact organization to step in and do a holiday themed event. And if we pull it together, we'd be on the 15th from 5-7pm and obviously they would ask to waive the formalities of a special event permitting, which the Council has always done for the Airboat Association in the past. They'll still work with Chief to understand issues and about control is needed. They do want to make sure there's a Santa involved in that they just don't know how he is going to arrive. They will figure that out between FACT and everybody else. They are going to see if Beautification wants to get involved too.

#### **8. MAYOR'S MATTERS:**

Mayor Tyson attended the Council of Local Government in Fort Pierce, the speaker was a Corps of Engineers, young gun major. He spoke about the maximum desired level for the lake, and they would like to keep it at 12 feet but it's up to 16 feet, which means they have to let it out. And now they're trying to channel all this stuff to go out through the Everglades.

#### **9. COUNCIL MEMBER'S MATTERS:**

**Council Member Herrera**- He asked about Yolanda's place. Manager Mathes responded that she's chosen not to move forward with the food truck portion at this time, but she still wants to move forward on the retail component of the property. He added that the food trucks probably won't be a part of it for now. If it does, they will collect the impact fees at the time they show up there's no reason they collect them now.

Council Member Herrera also wanted to thank the city for the support of Our Lady of Guadalupe, they finally got her in her place. He added that the church is going to celebrate on the 12 but he does not have all the details, he will have them at the next Council meeting.

**Council Member Salgado** – She had no matters.

**Council Member Hernandez** – She had no matters.

**Council Member Renick** – He missed the MPO meeting and had nothing to report.

#### **10. CITY ATTORNEY'S MATTERS:** Attorney Dill stated he had no matters.

#### **11. NEW BUSINESS:**

- (a)** Declare Police Car as surplus and authorize to auction.

Police Chief Touchberry stated that this is the second of their three Chevy Caprice's that we have to dispose of. This one has about 175,000 miles and these cars were produced in Australia and they quit producing this particular sedan few years ago. The vehicle will have to be towed.

Being no further discussion Mayor Tyson entertained a motion.

**MOTION** by Council Member Herrera **SECONDED** by Council Member Salgado to Declare Police Car as surplus and authorize to auction.

**ALL AYES:**

**MOTION CARRIED 5-0**

- (b)** Approval of Change Order #9 with Boromei Construction, Inc. for TAP New York Sidewalk project.

Manager Mathes stated that they are finished with this project but closes out the paperwork takes a few more months. He stated once they agree on the final quantities then they do a final true up change order so that the contract amount matches what was actually built. And this is a reduction of a bit over \$11,000, this also adds 20 contract days because during the punch list timeframe, they couldn't get sod because it was during a wet time, so the city gave it 20 days for the sod and that's what this is the final change order from the contractor's side.

Being no further discussion Mayor Tyson entertained a motion.

**MOTION** by Council Member Renick **SECONDED** by Council Member Salgado approve Change Order #9 with Boromei Construction, Inc. for the TAP New York Sidewalk project.

**ALL AYES:**

**MOTION CARRIED 5-0**

- (c) Approval of Change Order #2 and #3 with Haley Ward for civil design services in support of CDBG New York Ditch Pipes project grant.

Manager Mathes stated this had been discussed during manager's matters but never was brought back as an agenda item. The original change order was because of delays during St. John's permitting. Those delays continued in the second change orders to cover the additional delays for the permitting with the state. Change order three is for work connected to value engineering work, conducting a comprehensive cost analysis of the existing design to identify areas where potential cost savings can be achieved without compromising project quality, make revisions to the New York Ditch improvements project and to review the city's entire specifications package for updates.

They don't want to abandon the project, they think it's a viable project and they want to reduce the fluff in the design, to get to the bare minimum needed to solve that ditch. The goal is to put that RFP back on the street in late November, to be under contract in January have construction done by August of next year.

Being no further discussion Mayor Tyson entertained a motion.

**MOTION** by Council Member Hernandez **SECONDED** by Council Member Renick to approve Change Order #2 and #3 with Haley Ward for civil design services in support of CDBG New York Ditch Pipes project grant.

**ALL AYES:**

**MOTION CARRIED 5-0**

- (d) **RESOLUTION NO. 2023-32/A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE FLORIDA DEPARTMENT OF STATE DIVISION OF HISTORICAL RESOURCES, IN THE AMOUNT OF \$50,000 FOR AN HISTORIC DISTRICT WALKING TOUR.**

Mayor Tyson introduced the Resolution and Attorney Dill read Resolution No 2023-32 by title only.

Manager Mathes stated the finally got the grant agreement after they asked for it and the effective date is July 1, and the city has lost 4 months out of this grant period because it took them four months to get the city a grant agreement. They are moving forward, they already have a pre-approved RFP, it's ready to hit the street they will probably make a few tweaks to it, primarily related to ADA compliance. The end product is going to be a combination of an old school walking tour pamphlet, which hopefully the businesses will keep, but also a new modern version of a phone app. And the city is hoping they can work with businesses who are in historic buildings, maybe they can put up a barcode on a hitching post out front, or maybe a plaque on the wall somewhere. So as people walk by the walking tour, they can take a shot of the QR code and get all the history on their building or something like that. This is one of the pieces they are trying to put together as the city gets new residents in town in the next few years as they redo North Broadway just trying to make all these things come together for the benefit of the residents and visitors. He reminded the Council that this came about because of the city's National District designation. This is to authorize the mayor to sign the grant agreement and the city manager and staff to implement the grant.

Being no further discussion Mayor Tyson entertained a motion.

**MOTION** by Council Member Renick **SECONDED** by Council Member Herrera to approve Resolution No. 2023-32.

**ALL AYES:**

**MOTION CARRIED 5-0**

- (e) **RESOLUTION NO. 2023-57/A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF RESILIENCE AND COASTAL PROTECTION**

PROGRAM REQUESTING \$850,000 FOR FELLSMERE ALLEYSWAYS FLOOD MITIGATION; AUTHORIZING THE MAYOR TO EXECUTE SUCH GRANT IF AWARDED; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Tyson introduced the Resolution and Attorney Dill read Resolution No 2023-57 by title only.

Manager Mathes stated this is one of those grants that came in in such a short timeframe, staff didn't have time to necessarily get this resolution to Council before they made the application, but they did get awarded the grant, nonetheless. And no, they need to process this resolution to accept the grant agreement. It's a reimbursement grant as most grants are so they get paid as they spend. And this is the second grant they received for the alleyways; they are probably able to knock out close to half of the alleyways. With regards to regrading them, making bigger swales that flow correctly with the right pipe at the end. And they don't have to get a permit from St. John's, they are going to do this as design build. This will be on the street as soon as they get the state to bless the RFP that they will be issuing for this one and the same as the other grant.

Being no further discussion Mayor Tyson entertained a motion.

**MOTION** by Council Member Salgado **SECONDED** by Council Member Hernandez to approve Resolution No. 2023-57.

**ALL AYES:**

**MOTION CARRIED 5-0**

**(f) RESOLUTION NO. 2023-58/** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF RESILIENCE AND COASTAL PROTECTION PROGRAM REQUESTING \$1,500,000 FOR FELLSMERE FLOOD RESILIENCY LIFT STATION NO. 3; AUTHORIZING THE MAYOR TO EXECUTE SUCH GRANT IF AWARDED; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Tyson introduced the Resolution and Attorney Dill read Resolution No 2023-58 by title only.

Manager Mathes stated this is another grant just like the one before where the timeframe was too quick for staff to put this in front of Council. And staff had to end up doing it after the fact. They have the grant already. This is to basically redo lift station three by the freeway, that's the lift station that basically is just before the city passing off the sewage to the county to treat. And that lift station would have had to been redone anyway, with the growth we're having because it would not have been big enough to serve that.

He stated that this lift station is going to a different type of design, it is a lift station that has no wet well, which means the flow comes in, it gets boosted by the pump, and it goes straight through there's no tank that holds the water or the sewage and then gets re pumped out. Most lift stations, the flow goes into a tank, and it's sucked out of the tank and pushed on to the next one. This is a booster lift station, it can go forwards or backwards in case you get a rag in there, you can grind it up and go backwards and spit it out or push it through County I think has one or two of these and staff has worked with their staff kind of get a feel for those. He thinks it's the right choice here because they don't have a capacity limit anymore, if they do a wet well, they will always have the capacity limit. They have a generator there as well and they are going to work with city gas to use a natural gas generator. And the city's goal is to have city gas pay for that gate station. It basically reduces the pressure from non-retail pressure to retail pressure. Those things cost about \$500,000. By creating one of these at the freeway you now open up the freeway to use by natural gas future hotels future restaurants future other things that might benefit for natural gas will now have a retail pressure there for them and they will have not had to incur that cost. They just have to work with city gas to make sure they'll pay for it otherwise it would be on the city.

Mayor Tyson asked if it will be in the same location. Manager Mathes confirmed that the lift station will be, but he is not sure about the gate station.

Being no further discussion Mayor Tyson entertained a motion.

**MOTION** by Council Member Renick **SECONDED** by Council Member Hernandez to approve Resolution No. 2023-58.

**ALL AYES:**

**MOTION CARRIED 5-0**

**(g) Discussion to provide direction on design of Kentucky Stormwater Greenway.**

City Manager Mathes stated that Kentucky Avenue is the only right of way the city has east west, that's unopen. It doesn't mean that people haven't driven it but it's not open right away. It's not a constructed dirt road, it is a couple wheel pass made by people driving through grass. He knows that there's a concern in closing a right of way and potential access. There are no driveways off this road now that he is aware of, they will certainly look a little closer as they get into it. And again, every one of these properties has access to a regular local road. And the other thing that makes this corridor exciting is that there are a number of properties along this corridor owned by the state of Florida. And he has already reached out to them to sell the city those lands. Once he has an idea what they cost, he will bring that to Council.

Manager Mathes stated that they are trying to accomplish flood mitigation in a manner that creates an active nature-based walking trail along this stretch of the city. He stated that about half the trail is normal width which is 60 feet wide. But in some places, the state owns either 25 or 50 feet, and if the city gets that ownership, they can do attractive things to provide variety and interest along that area. They can also save some big trees that are there and build those big trees into aesthetics. He also wants to hold back the water every now and then, so they also get the effect of falling water. The flood mitigation is just that you're taking the right of way instead of having a ditch it's only 30 feet wide, and now it's 60 feet wide. He stated that this is not the trail this will be just the stormwater portion, if they want to do the trail later that would be a recreation grant in the future. The landscaping would also mostly not be done with this there'd be some landscaping as it relates to the ditch itself. He wanted to bring this back to Council since there was some concern in the past, and he wants everyone to be on the same page moving forward, it is a funded grant, the city currently has 1.5 million for this project. It is probably more than the city needs but they are going to include in the scope as far as the can downstream from Broadway, which will be all the way to Park Lateral, they are going to try to do the same thing they are doing with the New York ditch. They are going to fix any pipes that are bad, take out any high spots that are there until they run out of money. Over time, he would like to do that with all the ditches that run through Fellsmere through grants. He asked Council for their input or if they had any questions.

Council Member Renick asked if they are widening the canal bank. Manager Mathes responded that they will be widening the canal bank consistently from Willow to Broadway. But the amount they are widening varies based on how much land the city has. At a minimum, that's going to be 60 feet wide at a maximum of 110 feet wide.

Council Member Renick asked if the encroachment will be to the north. Manager Mathes confirmed it will be to the north and that's where the state-owned lands are to the north. He added that there will be graded and sodded until the trail is built.

Council Member Salgado asked if it will be done in phases. Manager Mathes responded that normally, unless there's a specific reason, for example, North Broadway, there's a specific reason they are going to dictate the months of the year that they can do work. Most projects don't have a standalone reason why the city needs to control means or method. The city probably would not be directing means and methods on this because it's usually deferred to the contractor to make a decision. He asked if the Council has a strong reason why they might want to direct means and methods, he would be glad to hear.

There being no further questions, Manager Mathes stated that they will continue moving forward.

**12. ADJOURNMENT:**

There being no further business Mayor Tyson adjourned the meeting at 8:09p.m.

These minutes were approved by the City Council of the City of Fellsmere this \_\_\_\_ day of November 2023

Maria F. Suarez-Sanchez, CMC, City Clerk  
CO20231102MINUTES.DOC





# PROCLAMATION

## NATIONAL AMERICAN INDIAN HERITAGE MONTH

### November 2023

**WHEREAS**, the history and culture of our great nation have been significantly influenced by American Indians and native people; and

**WHEREAS**, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

**WHEREAS**, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in 1990, designating the month of November as National American Indian Heritage Month; and

**NOW, THEREFORE**, I, Joel Tyson, by virtue of the authority vested in me as Mayor of Fellsmere do hereby proclaim November as the National American Indian Heritage Month in Fellsmere and urge all citizens to reflect upon the contributions of American Indians that have enhanced the freedom, prosperity, and greatness of American today.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Fellsmere to be affixed this 16<sup>TH</sup> day of November, 2023.

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Joel Tyson, Mayor  
City of Fellsmere

Attest:

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Maria Suarez-Sanchez, CMC, City Clerk





# FELLSMERE POLICE DEPARTMENT

## October 2023

	Monthly Total	Annual Total	Monthly Average
911 Hangup/Open line	27	70	23.33
Alarm	3	12	4.00
Animal Incident	3	9	3.00
Area Check	570	1584	528.00
Assault	0	0	0.00
Assist	25	91	30.33
ATV/Dirt Bike	2	4	1.33
Burglary Auto	1	1	0.33
Burglary Residence	0	0	0.00
Burglary Business	1	1	0.33
CFS Fax	1	4	1.33
Civil	6	15	5.00
Crash Report	6	18	6.00
Criminal Mischief	1	2	0.67
DAV/Traffic Hazard	0	0	0.00
Death	0	0	0.00
Disturbance	8	26	8.67
Drug Incident	0	1	0.33
Follow Up	15	30	10.00
Found Property	0	1	0.33
Fraud	0	2	0.67
Larceny	0	0	0.00
Liquor Violation	0	0	0.00
Lost Property	0	3	1.00
Miscellaneous	78	218	72.67
Motor Vehicle Theft	0	0	0.00
Noise Disturbance	12	21	7.00
Parking Violation	0	7	2.33
Recovered Stolen Vehicle	0	0	0.00
Robbery	0	0	0.00
Runaway/Missing	0	3	1.00
Search	2	23	7.67
Shoplifting	1	1	0.33
Suspicious Incident	9	33	11.00
Suspicious Person	3	7	2.33
Traffic Incident	31	87	29.00
Transport	2	4	1.33
Trespass	2	9	3.00
TOT	4	14	4.67
Verbal Warning	31	100	33.33
Warrant Arrest	1	2	0.67
Training	10	15	5.00
Commendation/Awards	0	0	0.00

### TRAINING:

Investigation & Interviewing - 6hrs

Ofc. Cortes-Guzman

Inhouse Training - 8hrs each

Ofc. Daniel

Lt. Newsom

Ofc. Jones

Ofc. Sauls

Chief Touchberry

Ofc. Dozer

Ofc. Hellyer

Ofc. Cortes-Guzman

Det. Taylor

Respectfully Submitted,

*Keith Touchberry*  
Chief Keith Touchberry

Date: 11-2-23



# Water System Monitoring Report

## TESTING

Testing conducted to date:

- September 25th Sampled for complete Drinking water scan, lead & copper, well chlorides and TTHM & HAA5.
- August 18th Ordered a rain gauge to monitor rain fall. It is directly related the precipitation re charging the City's production wells.
- August 15th Started the chlorine burn.
- June 26, 2023 Kenny, Jerry, Moises sampled all the production wells to do a feasibility study for the hydrogen peroxide. We were quite pleased with the results. The hydrogen peroxide should be quite effective for organic removal. There is also a hydrogen peroxide test to detect the levels in the water. Moises trained the Kenny and Jerry on that process.
- June 22, 2023 135 N Bay St had an issue with their hot water heater.
- May 23, 2023, Kenny went to JD Marquis to check out his water. His water was clear. The water was discolored due to the fire hydrant maintenance.
- May 22, 2023, customer called and was concerned about the city water leaving white spots on her plants and killing her plants. I mentioned that we disinfect the water with chlorine which may cause harm to plants. I advised her to leave a pitcher of water out for a few days to evaporate the chlorine.
- May 8, 2023, Indian River County Utilities started the annual fire hydrant maintenance. We have received many customer complaints about color and odor. We placed auto flushers at the various trouble areas to help clear the lines.
- April 25, 2023 - 6N Orange St. There was an email from a customer. He stated he had poor water quality. Kenny sampled water and it had no issues. Customer said it was good that day.
- April 4, 2023 continuous daily process control sampling
- April 2, 2023 TTHM and HAA5 samples were taken at the POE and Sr. League. These samples were taken for process control.
- March 28, 2023, Black water complaint at 65 S. Cypress St. No discoloration at the point of entry into the house or in the house. Requested they let us know when it happens again so we can trouble shoot the issue.

# Water System Monitoring Report

- March 22, 2023, Foul smell at 58 S. Hickory in the hot water system. Water going into the house had no smell. Determined it was the hot water heater.
- February 21, 2023 Kevin and Kenny spot checked 63 S Bay St., 67 S Bay St and 101 S Bay St. Testing for color issues.
- January 2023 - Area Testing at this time (generally S. of CR512 between Bay & Cypress and currently using four (4) random sample locations.

All samples taken from outside of private residences.

- *Color* – Two level test. Initial level by Staff. Second level is a laboratory test used when initial level indicates discoloration or when different opinions exist on initial test results. Color is secondary treatment standard. Initial color testing will occur with each sample drawn for any purpose. Color tests will only be reported on laboratory tests.
- *Odor* – This is an in-house, manual test performed upon any sample used for any other purpose. Subjective results will be reported only if a problem is encountered.
- *Compliance Testing (At Plant and one Remote Site)*
  - *Bacteriological Samples (monthly)*
  - *Chlorine Samples (daily)*
  - *Ammonia Samples (daily)*
  - *TTHM/HAA5 (quarterly)*
  - *Primary Standards (three year cycle)*

Compliance Report provided to FDEP on a monthly basis of all test results conducted that month. Provided to Council and the Public annually.

- *Operational Testing (At Plant and one Remote Site)*
  - *fluoride*
  - *monochloramines*
  - *free ammonia*
  - *total chlorine*
  - *free chlorine*

Operational Report are internal tests to manage chemical levels in system. Test results are available upon request.

# Water System Monitoring Report

*Area Testing* – Additional Compliance and Operational Testing for areas of concern. Continues until water concern is resolved. Test results are available upon request.

## **WATER TOWER**

No adjustments to water tower at this time. In the future if we continue to have issues, the City will discontinue use of the water tower as another test for solution.

*Flush Schedule:* · No flushing leads to stale, smelly water.

- Fast flushing leads to concentration of bad water pockets to locations around water tower.
- Slow flushing will be underway to balance between above realities – expected by end of March.

Auto-flusher installed at water tower.

- LED light on top of tower is scheduled to be repaired next week.
- Repairs and painting are complete.
- August 21st Repairs and painting of the water tower started.
- The water tower is scheduled to be painted this fall.

## **PIPING**

Adjustments to pipe network to date.

- March 2023, placed auto flushers in strategic areas to draw water to maintain movement within the system.
- May 8, 2023, Indian River County Utilities started the annual fire hydrant maintenance. We have received many customer complaints about color and odor. We placed auto flushers at the various trouble areas to help clear the lines.

*Auto Flushers* – Devices attached to hydrants that allow water within piping system to move toward flusher. These are being used to draw out bad pockets of water and increase flow to minimize concentration of pockets. May result in temporary discoloration as bad pockets move through system.

# Water System Monitoring Report

*Valve Exercising* – Ongoing program to find and exercise all water valves to ensure valves are not causing dead end pipe runs. May result in temporary discoloration as valve deposits are released into system.

*Pipe Material* – Pipe system is largely plastic with ductile iron for ditch crossings and at fire hydrants. Ductile iron may be a source of discoloration.

*Utility Atlas Update* – Update to inventory of pipes, valves, etc. to ensure all dead-ends and valves are located and addressed.

## **PLANT**

Plant/Operational adjustments to date.

- Hired a new water and wastewater operator.
- Continue to wait for DEP approval for our permit modification to start the addition of peroxide.
- September 12th Hydrogen peroxide system in place on majority of the wells just waiting for DEP approval to start the new process.
- September 20th Met with K-H to go over plans for future water plant and well.
- September 19th Met with GIS/mapping software vendor.
- September 9th Rate study was finished.
- August 23rd pictures of the hydrogen peroxide setup were sent to contract engineer to be included in the DEP permit modification.
- July 28th Carbon filters back online.
- July 27th Carbon arrived and was placed into the filters.
- July 24th the Carbon was scheduled to be replaced. There was an issue and the date was moved to July 27th.
- July 18th Hydrogen Peroxide meeting with Moises, Kenny and Jerry to go over what was needed for the implementation of the peroxide system.
- July 6th and 7th Carbon was removed from the filters.
- Kenny and Jerry by passed the charcoal filters in preparation for the charcoal replacement.

# Water System Monitoring Report

- June 22, 2023 Water Quality Workshop. Moises from FRWA attended to add some clarification for our customers about our water quality issues and future adjustments planned for the water plant.
- June 15, 2023 the 2022 Consumer Confidence Report was mailed in the water bill.
- We are in the process of getting 3 quotes to replace the charcoal in the Granular Activated Charcoal filters. This is extremely necessary and important to eliminate the Total Organic Carbons (TOC). This must be done in conjunction with the addition of Hydrogen Peroxide to be able to stop using Chloramines (chlorine and ammonia) and use straight chlorine.
- May 31, 2023, meeting with City Utility Engineer to go over the plans for a new water system and well. Discuss evaluating the distribution system in regards to chlorine detention time, dead ends and possibly a chlorine re pump station.
- May 30, 2023, signed contract with Florida Rural Water Association to help with the process of adding Hydrogen Peroxide to our well water.
- May 30, 2023, contractor was chosen to change the activated carbon in our filters.
- May 30, 2023, spoke with Moises from FRWA to set up date and time to perform jar test on production wells to determine the correct dosage of hydrogen peroxide.
- May 26, 2023, spoke with engineer to add hydrogen peroxide system to each of our production wells. This should eliminate organic carbons that cause the cancer causing by products. He also will work with us with a permit modification to go from chloramines to straight chlorine. This will eliminate the discoloration and possible the smell from the hot water heaters.
- April 13, 2023, diluted the ammonia concentration to be able to control the ammonia concentration feed rate.
- March 2023, Chlorination of the entire system.

The primary cause of yellow water is the use of chloramines and ammonia as treatment agents. These chemicals form weak bonds in our water system and when broken, the free ammonia causes the water to turn yellow. There is no health risk. The problem is purely aesthetic.

# Water System Monitoring Report

The City uses these chemicals in lieu of stronger chemicals like chlorine due to the well water used as the City's water source. The City's wells are only 75' deep and the water at that depth contains a lot of organic matter. Using stronger chemicals with this type of water causes a biproduct which is cancer causing. This well Water issue combined with the rudimentary treatment method (charcoal filters) does not allow the city water to be treated to the same level as other systems. This said, the City water meets all standards for safe consumption.

## **Coordination**

Florida Rural Water Association – Met with Moises from the FRWA. He suggested speaking with Sensible Municipal Water Systems. Met with March 29,2023. Exploring other cheaper options.

Workshop – MDM to Set for Summer 2023

## **Long Term Actions**

The City began the process of designing a modern water treatment plant last year. The City will be designing a Nanofiltration Plant that will allow the City to eliminate the use of chloramines and ammonia and provides a superior water quality. The design will take about six to 12 months. As the design nears completion, funding will be arranged through grant applications from State or Federal sources. The City of Fellsmere does not have the resources to cover this expense without assistance. Construction would then follow in two to three years.

## **Our Commitment**

We continue to take all water related issues seriously. We investigate each complaint in a timely manner. We DO NOT leave any issue related to the water distribution system unresolved. We continue to address the particular issue until it is resolved.

#9(c)

11/8/2023 11:30am

## CITY OF FELLSMERE

Page 1

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

For The Date Range From 10/1/2023 To 10/31/2023

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
303493	C	10/12/2023	3865	ADAMS LOCK & SAFE LLC	\$151.88	O
303494	C	10/12/2023	3617	AMAZON CAPITAL SERVICES, INC	\$366.93	O
303495	C	10/12/2023	4031	BEDOLLA, MIRIAM	\$11.00	O
303496	C	10/12/2023	2741	COMCAST ACCOUNT ENDING#0065061	\$368.15	O
303497	C	10/12/2023	3295	CORE & MAIN	\$1,087.24	O
303498	C	10/12/2023	832	CUSTOM AIR SYSTEMS, INC.	\$89.00	O
303499	C	10/12/2023	424	DILL, EVANS & RHODEBACK	\$310.00	O
303500	C	10/12/2023	3879	FINEST PRESSURE CLEANING LLC	\$963.00	O
303501	C	10/12/2023	169	FPL	\$4,995.56	O
303502	C	10/12/2023	422	GRAINGER, INC.	\$32.48	O
303503	C	10/12/2023	392	HOME DEPOT CREDIT SERVICES	\$104.35	O
303504	C	10/12/2023	1891	INDIAN RIVER COUNTY SHERIFF'S OFFICE	\$2,381.54	O
303505	C	10/12/2023	724	INDIAN RIVER COUNTY UTILITIES	\$14,485.99	O
303506	C	10/12/2023	1360	MASTELLER & MOLER, INC	\$14,275.00	O
303508	C	10/12/2023	3144	MBV ENGINEERING INC	\$7,211.50	O
303509	C	10/12/2023	3902	ODP BUSINESS SOLUTIONS, LLC	\$165.01	O
303510	C	10/12/2023	1010	PITNEY BOWES GLOBAL FINANCIAL SERVICE LLC	\$1,500.00	O
303511	C	10/12/2023	3771	RIOS TRACTOR SERVICES INC	\$600.00	O
303512	C	10/12/2023	3635	COBAN TECHNOLOGIES, INC, SAFE FLEET LAW ENFORCE	\$765.00	O
303513	C	10/12/2023	3031	SAFEBUILT, LLC	\$15,568.35	O
303514	C	10/12/2023	3038	STARK EXTERMINATORS CO	\$268.00	O
303515	C	10/12/2023	3620	STAVOLA AGGREGATE SUPPLY, LLC	\$3,347.76	O
303516	C	10/12/2023	1190	UTILITY SERVICE CO., INC.	\$18,068.88	O
303517	C	10/12/2023	2120	VERIZON WIRELESS	\$535.31	O
303518	C	10/12/2023	2793	VISA	\$215.13	O
303519	C	10/12/2023	3109	VISA	\$746.40	O
303520	C	10/12/2023	3137	VISA	\$56.00	O
303521	C	10/12/2023	3213	VISA	\$1,218.19	O
303522	C	10/12/2023	3535	VISA	\$19.99	O
303523	C	10/12/2023	3629	VISA	\$2,292.58	O
303524	C	10/19/2023	4080	ADS, INC	\$1,308.81	O
303525	C	10/19/2023	1715	AT&T MOBILITY	\$487.23	O
303526	C	10/19/2023	4078	BATES SECURITY LLC	\$411.50	O
303527	C	10/19/2023	2232	MATHES, MARK	\$576.00	O
303528	C	10/19/2023	3273	MEEKS PLUMBING, INC.	\$1,493.35	O

**Accounts Payable Check Register Report - MARINE BANK & TRUST-3030003226***For The Date Range From 10/1/2023 To 10/31/2023**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
303529	C	10/19/2023	3620	STAVOLA AGGREGATE SUPPLY, LLC	\$2,316.25	O
303530	C	10/19/2023	1469	UNITED WAY OF INDIAN RIVER COUNTY	\$99.00	O
303531	C	10/19/2023	4079	VEGA, YESICA	\$50.39	O
303532	C	10/19/2023	3727	VERIZON WIRELESS#242236184-0001	\$149.73	O
303533	C	10/19/2023	2845	VOTAPKA, RICHARD	\$386.45	O
887	E	10/12/2023	3617	AMAZON CAPITAL SERVICES, INC	\$722.48	O
888	E	10/12/2023	3852	AMERICA'S OFFICE SOURCE	\$617.74	O
889	E	10/12/2023	3832	APPLIED WEBOLOGY FL LLC	\$100.00	O
890	E	10/12/2023	3012	CARR, RIGGS & INGRAM	\$4,000.00	O
891	E	10/12/2023	2007	KIMLEY-HORN AND ASSOCIATES, INC.	\$14,383.00	O
892	E	10/12/2023	3107	MOREMAN, PUTNAM	\$288.20	O
893	E	10/12/2023	2791	PACE ANALYTICAL SERVICES, LLC	\$638.20	O
894	E	10/12/2023	3405	SOUTHERN CLASS LAWN MAINTENANCE LLC	\$6,038.00	O
895	E	10/12/2023	415	VERO CHEMICAL DIST., INC.	\$1,370.00	O
896	E	10/12/2023	3913	WEX BANK	\$6,391.03	O
897	E	10/16/2023	1338	EAGLES BENEFITS BY DESIGN, INC.	\$19,268.87	O
898	E	10/19/2023	3469	AXON ENTERPRISE, INC.	\$436.00	O
899	E	10/19/2023	602	COMPLETE ELECTRIC INC.	\$687.50	O
900	E	10/19/2023	3931	GLOBAL RELAY COMMUNICATIONS INC.	\$200.00	O
303507	C	10/12/2023	2232	MATHES, MARK	\$396.60	V
<b>Cleared</b>					<b>\$0.00</b>	
<b>Outstanding</b>					<b>\$154,619.95</b>	
<b>Void</b>					<b>\$396.60</b>	



City of Fellsmere  
October Aclarian Checks

Check No	Vendor	Payment Amount \$	Status	Paid Fiscal Year	Paid Fiscal Month	Payment Type	Type of Payee
1	CIGNA Healthcare	\$ 22,621.98	New	2024	10	Electronic	Vendor
2	SUPERIOR VISION INSURANCE INC	\$ 202.94	New	2024	10	Electronic	Vendor
3	MUTUAL OF OMAHA	\$ 234.49	New	2024	10	Electronic	Vendor
4	SUAREZ-SANCHEZ, MARIA F	\$ 242.41	New	2024	10	Electronic	Vendor
5	GIORDANO, VINCENT J	\$ 150.00	New	2024	10	Electronic	Vendor
6	ARREOLA, IVAN	\$ 20.19	New	2024	10	Electronic	Vendor
7	WALSH ENVIRONMENTAL SERVICES, INC	\$ 2,225.00	New	2024	11	Electronic	Vendor
8	BURGE, KEVIN R	\$ 75.00	New	2024	11	Electronic	Vendor
9	CivicPlus LLC	\$ 950.00	New	2024	11	Electronic	Vendor
10	GLOBAL RELAY COMMUNICATIONS INC.	\$ 800.00	New	2024	11	Electronic	Vendor
400000	ACLARIAN LLC	\$ 1.00	Void	2023	9	Manual Check	Vendor
400001	AMAZON CAPITAL SERVICES, INC	\$ 136.20	New	2024	10	Manual Check	Vendor
400002	ADAMS LOCK & SAFE LLC	\$ 23.92	New	2024	10	Manual Check	Vendor
400003	GRAINGER, INC.	\$ 124.70	New	2024	10	Manual Check	Vendor
400004	AMAZON CAPITAL SERVICES, INC	\$ 167.83	New	2024	10	Manual Check	Vendor
400005	SOUTHERN JANITOR SUPPLY INC.	\$ 1,322.95	New	2024	10	Manual Check	Vendor
400006	CINTAS CORPORATION #283	\$ 75.60	New	2024	10	Manual Check	Vendor
400007	CINTAS CORPORATION #283	\$ 75.60	New	2024	10	Manual Check	Vendor
400008	MCGOWAN, ROBERT	\$ 150.00	New	2024	10	Manual Check	Vendor
400009	AMAZON CAPITAL SERVICES, INC	\$ 61.70	New	2024	10	Manual Check	Vendor
400010	VERO CHEMICAL DIST., INC.	\$ 71.80	New	2024	10	Manual Check	Vendor
400011	JUAN'S TIRE AND AUTO, INC.	\$ 2,507.80	New	2024	10	Manual Check	Vendor
400012	GRAINGER, INC.	\$ 491.20	New	2024	10	Manual Check	Vendor
400013	FINEST PRESSURE CLEANING LLC	\$ 736.80	New	2024	10	Manual Check	Vendor
400014	ARREOLA, JESUS L	\$ 117.69	New	2024	10	Manual Check	Vendor
400015	VAZQUEZ, ENRIQUE	\$ 65.00	Void	2024	10	Manual Check	Vendor
400016	NIC MANAGEMENT LLC	\$ 65.00	Void	2024	10	Manual Check	Vendor
400017	STONEROAD, EVA	\$ 65.00	Void	2024	10	Manual Check	Vendor
400018	EAGLES BENEFITS BY DESIGN, INC.	\$ 6,840.16	New	2024	10	Manual Check	Vendor
400019	KYOCERA DOCUMENT SOLUTIONS AMERICA INC.	\$ 46.35	New	2024	10	Manual Check	Vendor

400020	AMAZON CAPITAL SERVICES, INC	\$	24.31	New	2024	10	Manual Check	Vendor
400021	MD NOW MEDICAL CENTERS	\$	138.00	New	2024	10	Manual Check	Vendor
400022	DILL, EVANS & RHODEBACK	\$	47.00	New	2024	10	Manual Check	Vendor
400023	KYOCERA DOCUMENT SOLUTIONS AMERICA INC.	\$	75.65	New	2024	10	Manual Check	Vendor
400024	FPL	\$	27.48	New	2024	10	Manual Check	Vendor
400025	RAMOS CABALLERO, MARVIN JOEL	\$	200.00	New	2024	10	Manual Check	Vendor
400026	GLOBAL RELAY COMMUNICATIONS INC.	\$	800.00	Void	2024	10	Manual Check	Vendor
400027	MEEKS PLUMBING INC	\$	140.00	New	2024	10	Manual Check	Vendor
400028	CLERK OF THE CIRCUIT COURT	\$	23.40	New	2024	10	Manual Check	Vendor
400029	DILL, EVANS & RHODEBACK	\$	47.00	New	2024	10	Manual Check	Vendor
400030	VERO CHEMICAL DIST., INC.	\$	1,317.80	New	2024	10	Manual Check	Vendor
400031	ADVANCE AUTO PARTS	\$	131.24	New	2024	10	Manual Check	Vendor
400032	KYOCERA DOCUMENT SOLUTIONS AMERICA INC.	\$	17.71	New	2024	10	Manual Check	Vendor
400033	FPL	\$	35.18	New	2024	10	Manual Check	Vendor
400034	STAVOLA AGGREGATE SUPPLY, LLC	\$	2,075.75	New	2024	10	Manual Check	Vendor
400035	ADVANCE AUTO PARTS	\$	16.55	New	2024	10	Manual Check	Vendor
400036	FPL	\$	29.44	New	2024	10	Manual Check	Vendor
400037	DILL, EVANS & RHODEBACK	\$	434.00	New	2024	10	Manual Check	Vendor
400038	DILL, EVANS & RHODEBACK	\$	434.00	New	2024	10	Manual Check	Vendor
400039	CINTAS CORPORATION #283	\$	75.60	New	2024	10	Manual Check	Vendor
400040	GRAINGER, INC.	\$	30.36	New	2024	10	Manual Check	Vendor
400041	FPL	\$	28.67	New	2024	10	Manual Check	Vendor
400042	MEEKS PLUMBING INC	\$	140.00	New	2024	10	Manual Check	Vendor
400043	KYOCERA DOCUMENT SOLUTIONS AMERICA INC.	\$	124.09	New	2024	10	Manual Check	Vendor
400044	COMCAST BUSINESS ACCT ENDING#0071879	\$	63.67	New	2024	10	Manual Check	Vendor
400045	TOTAL GOLF CART LLC	\$	35.26	New	2024	10	Manual Check	Vendor
400046	DILL, EVANS & RHODEBACK	\$	3,454.50	New	2024	10	Manual Check	Vendor
400047	FPL	\$	84.22	New	2024	10	Manual Check	Vendor
400048	FPL	\$	150.72	New	2024	10	Manual Check	Vendor
400049	FPL	\$	1,276.58	New	2024	10	Manual Check	Vendor
400050	FPL	\$	1,305.86	New	2024	10	Manual Check	Vendor
400051	DILL, EVANS & RHODEBACK	\$	634.50	New	2024	10	Manual Check	Vendor
400052	FPL	\$	251.58	New	2024	10	Manual Check	Vendor
400053	DILL, EVANS & RHODEBACK	\$	930.00	New	2024	10	Manual Check	Vendor

400054 COMCAST #96504	\$	301.25	New	2024	10	Manual Check	Vendor
400055 NEWSOM, SCOTT	\$	94.12	New	2024	10	Manual Check	Vendor
400056 AMAZON CAPITAL SERVICES, INC	\$	150.19	New	2024	10	Manual Check	Vendor
400057 COMCAST ACCT ENDING#0017674	\$	10.00	New	2024	10	Manual Check	Vendor
400058 TYSON, JOEL	\$	127.57	New	2024	10	Manual Check	Vendor
400059 DILL, EVANS & RHODEBACK	\$	493.50	New	2024	10	Manual Check	Vendor
400060 ADVANCE AUTO PARTS	\$	5.82	New	2024	10	Manual Check	Vendor
400061 DILL, EVANS & RHODEBACK	\$	2,754.42	New	2024	10	Manual Check	Vendor
400062 FPL	\$	105.96	New	2024	10	Manual Check	Vendor
400063 KYOCERA DOCUMENT SOLUTIONS AMERICA INC.	\$	192.47	New	2024	10	Manual Check	Vendor
400064 FPL	\$	31.62	New	2024	10	Manual Check	Vendor
400065 SHELTON, JOSHUA A	\$	390.10	New	2024	10	Manual Check	Vendor
400066 COMCAST #3556	\$	481.41	New	2024	10	Manual Check	Vendor
400067 DILL, EVANS & RHODEBACK	\$	155.00	New	2024	10	Manual Check	Vendor
400068 AMAZON CAPITAL SERVICES, INC	\$	129.98	New	2024	11	Manual Check	Vendor
400068 AMAZON CAPITAL SERVICES, INC	\$	49.95	New	2024	11	Manual Check	Vendor
400068 AMAZON CAPITAL SERVICES, INC	\$	39.50	New	2024	11	Manual Check	Vendor
400068 AMAZON CAPITAL SERVICES, INC	\$	199.99	New	2024	11	Manual Check	Vendor
400068 AMAZON CAPITAL SERVICES, INC	\$	115.75	New	2024	11	Manual Check	Vendor
400069 CINTAS CORPORATION #283	\$	65.44	New	2024	10	Manual Check	Vendor
400069 CINTAS CORPORATION #283	\$	65.44	New	2024	10	Manual Check	Vendor
400070 ENVIRONMENTAL SERVICES UNLIMITED, INC.	\$	585.00	New	2024	10	Manual Check	Vendor
400070 ENVIRONMENTAL SERVICES UNLIMITED, INC.	\$	370.00	New	2024	10	Manual Check	Vendor
400071 GCR TIRES, INC	\$	680.00	New	2024	10	Manual Check	Vendor
400071 GCR TIRES, INC	\$	25.00	New	2024	10	Manual Check	Vendor
400072 MEEKS PLUMBING INC	\$	140.00	New	2024	10	Manual Check	Vendor
400072 MEEKS PLUMBING INC	\$	140.00	New	2024	10	Manual Check	Vendor
400072 MEEKS PLUMBING INC	\$	140.00	New	2024	10	Manual Check	Vendor
400072 MEEKS PLUMBING INC	\$	140.00	New	2024	10	Manual Check	Vendor
400072 MEEKS PLUMBING INC	\$	140.00	New	2024	10	Manual Check	Vendor
400073 STAVOLA AGGREGATE SUPPLY, LLC	\$	1,991.63	New	2024	10	Manual Check	Vendor
400073 STAVOLA AGGREGATE SUPPLY, LLC	\$	3,085.13	New	2024	10	Manual Check	Vendor
	\$	68,664.67					

GRANT	STATUS	AMOUNT	LOCAL MATCH	NOTES
CDBG CR - N Broadway Revitalization	Design	\$ 700,000	\$ -	Grant Awarded. M&M design underway.
CDBG DR- New York Ditch Pipes	Construction	\$ 825,000	\$ 150,000	Rebid set for late November. Plan Revisions to reduce cost underway.
CDBG DRI - 97th / Water Plant	Design	\$ 4,300,000	\$ 50,000	Haley Ward design underway.
CDBG-CV - Broadband Middle Mile	Design	\$ 2,755,000	\$ 150,000	New RFP slated for release in late Nov.
CR512 Left Turn Lane	Design			Financed with ARPA funds. Design adjustments/permitting underway
Cultural Facilities - Recreated Train Village	Application	\$ 300,000	\$ 300,000	2022/23 grant not awarded. Reapplied for 2023/24 grant period. ARPA as match.
CW SRF - Sewer to Farm	Application			Kimley Horn submitted application for early 2024 funding
DAR Brookside Cemetery	Application	\$ 10,000	\$ 10,000	Application filed; awards issued late spring 2024.
DEO RIF Sewer to Farm	Awarded	\$ 750,000	\$ -	Awarded. See CW SRF for additional grant
FACT Resource Center	Application	\$ 250,000		ARPA grant provided to FACT: design/fundraising. RIF grant applied to reduce cost.
FDEM HMGP - Watershed Planning Initiative	Design	\$ 75,000	\$ 25,000	Stormwater Master Plan Update underway. Coord. w/ Resilient grant below.
FDEP 259 S. Pine Stormwater Basin	Design	\$ 250,000	\$ -	4/1/24 construction target date. No permitting required.
FDEP Alleyway Grading	Awarded	\$ 1,500,000	\$ -	7/1/24 construction target date. No permitting required.
FDEP Microbasins	Awarded	\$ 1,000,000	\$ -	8/1/24 construction target date. No permitting required.
FDEP Stormwater Greenway	Design	\$ 1,750,000	\$ -	6/1/24 construction target date - Design underway by ISS; obtain adjacent TIFF lands
FDEP-GSI - N. Broadway Tree wells	Design	\$ 500,000	\$ 100,000	Amendment to Tree wells/pervious pavers pending
FEMA Mitigation (road dirt)	Appeal	\$ 1,875,000	\$ 125,000	Appealing FEMA denial of award
FRDAP FY24/25 - Senior League Renovation	Application	\$ 400,000	\$ 200,000	Application filed on September 14, 2023
Historic - Old School Windows	Design	\$ 400,000	\$ 134,000	Final plans approved by state. Bid to be posted in October 2023.
HLMP Water Plant Hardening	Design	\$ 194,000		Design underway.
HPSC Comm. Center Windows/Doors	Awarded	\$ 144,107	\$ 48,036	Awarded. Grant to commence after Old School Windows.
RAISE CR512 North	Pre-Application			KHA proposal received. Balmorol pending. FJV will not proceed without final scope.
Resilient Florida Alleyways	Awarded	\$ 850,000		Agreement received. Bid w/ FDEP Alleyway Grading.
Resilient Florida Lift Station No. 3	Awarded	\$ 1,500,000	\$ -	Agreement received. Use Natural Gas Generator and City Gas to pay for gate station.
Resilient Florida Stormwater Master Plan	Awarded	\$ 100,000	\$ -	Stormwater Master Plan Update underway. Coord. w/ FDEM HMGP above.
RIF Paving Road 507 to Stick Marsh	Application	\$ 1,500,000	\$ 150,000	Application submitted on 11/6/2023.
RTP 22/23 - Preserve	Design	\$ 400,000	\$ 100,000	Design underway by Carter.
SJRWMD - State Street Reservoir	Awarded	\$ 500,000	\$ 100,000	Design underway by MBV. Grant agreement is pending.
Small Match Nat. District Walking Tour	Awarded	\$ 50,000	\$ -	RFP advertised on City website; bid opening on 11/28/23.
TAP Rail Trail (Broadway to State Park)	Awarded	\$ 1,216,958	\$ 434,977	Design underway. Construction targets 2/1/2025 date.
USDA Comm. Fac. - Yard/Barn/Vacuum	Pre-Application	\$ 250,000	\$ 250,000	Local Match via ARP. Apply early 2024.
USDA Comm. Fac. - ILF Alpha Mower	Pre-Application	\$ 139,700	\$ 114,300	Pre-application submitted in March 2023. Application to be submitted late November
USDA SRF - Sewer to Farm/N Myrtle	On Hold	\$ 2,500,000	\$ 150,000	Local Match via Developers. Application preparation underway - On Hold
USDA Stormwater/Road Paving	Pre-Application	\$ 13,000,000	TBD	Awaiting FEMA road dirt authorization prior to finalizing application.
	<b>TOTAL</b>	<b>\$ 39,984,765</b>	<b>\$ 2,591,313</b>	



DEVELOPMENT- thru 10/4/2023	STATUS	NOTES
Willow Street Garden Site Plan Amendment	Abandoned	This garden is no longer in use.
Parabel	Abdandoned	Disolution Bankruptcy
30 S. Cypress	Application	ROW Abandonment
Chuckaree/Singh Mesa Park	Application	Separate Church from motocross. Carry forward requirements from prior approval. Awaiting RTCI approval.
City Hall	Application	Minor Amendment for Band Shell and Parking improvements. Under development.
Hickory/NY Pocket Park	Application	Directed by Council and part of CDBG paving grant. Application under development.
Meadows Park	Application	Application under development.
10 N. Myrtle - Tiny House Builder	Application	Application under development- updating site plan to accommodate new construction area.
81 N. Broadway - Yolanda Fruit Stand	Application	Application under development to convert to permanent food truck
North Regional Lake/Train Village	Application	Application under development.
Serendipity Investments - Overnight accommodations	Application	Application under development for townhouse and overnight accommodations.
Taco Mobile	Application	Owner has changed Scope- applicant to submit building elevations and site plans
Benchmark Genetics	HOLD	Application to expand shrimp larval production. HOLD due to Shrimp Farm.
Florida Shrimp Company	HOLD	Reorganization Bankruptcy
Residential Storage	Pre-Application	Along 97th north of Mesa Park.
Residential Storage - annexation	Pre-Application	Along 102nd Terrace near shooting range
Fellsmere Fish Camp	Pre-Application	Phased implementatino of retail building and overnight stay cabins
Willow/ CR-512 Catholic Charter School	Pre-Application	Possible new charter school on NE corner of Willow/CR-512
Fellsmere Feed and Supply	Pre-Application	Application required to legalize expansion.
102 Terrace- NEW STORAGE FACILITY - Redtail	Pre-Application	Pre-Application set for Sept 13- annexation and development plan approval for new storage fac.
97th Street- NEW STORAGE FACILITY- Redtail	Pre-Application	Pre-Application set for Sept 13- development plan approval for new storage fac.
Site Plan Modification- CR-512 Laundromat	Pre-Application	Revision required to allow for outdoor stoage and sales.
Fire Station #7	Public Hearing	Final Review- prepare final docs, Construction Drawings under review.
Operation Hope	Public Hearing	Finishing Final Docs To expnd allowable uses- new phased landscaping plan done/ Complete conditions of appvl.
Revelation Truth Church International (RTCI)	Public Hearing	To legalize church use. Ready for public Hearings.
12645 CR-512 ALMANSA	Public Hearing	To expnd allowable uses
32 N Broadway - New Site Plan w/ Parking Lot	Under Reivew	Awaiting final docs for Public Hearing
Brown Food Truck	Under Reivew	Awaiting final docs for Public Hearing
Fellsmere Fire Station #7	Under Reivew	Preparing final docs for PZ/CC - WD needs updated forms/ info
CR-512 Storage and Maintenance Building	Under Reivew	Preparing final docs for PZ/CC - WD needs updated forms/ info
Marian Estates	Under Review	AA Amendment, Comp. Plan, Rezoning, Preliminary Development Plan and Preliminary Plat under review.
Legacy Landing- Wesley Mills and Assoc.	Under Review	New 320 unit apartment market rate complex. Awaiting Applicant resubmittal.
Corrigan Mine	Under Review	Revise fir added site area. Site Construction Plan approval pending IRC ROW Permit.
El Ranchito	Under Review	Legalize unpermitted berry buying use and site variations from prior approval. Pending Applicant Response.
F392 Preserve	Under Review	AA Amendment, Comp. Plan, Rezoning, Preliminary Development Plan and Preliminary Plat under review.
PODS Storage Facility	Under Review	Annexation, FLUA, Rezoning and Development Plan under review.
SLP Tractor Services	Under Review	Retail building w/ assoc. outdoor parking. Awaiting vacation of California Ave. and response from Applicant.

**RESOLUTION  
NO. 2023-61**

**A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, DECLARING THE UNOPPOSED INCUMBENTS AND UNOPPOSED QUALIFIED CANDIDATES AS WINNERS PURSUANT TO SECTION 101.151(7), FLORIDA STATUTES; DIRECTING THE CLERK TO ENTER THE RESULTS OF THE ELECTION IN THE OFFICIAL MINUTES OF THE MEETING OF THE CITY COUNCIL; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Mayor of the City of Fellsmere pursuant to Section 6.05 of the City Charter, issued a Proclamation on August 3, 2023 for the purpose of holding a General Election to fill the current two (2) year terms of two (2) Council Members seats that are scheduled to expire in November 2023; and

**WHEREAS**, the City Clerk posted notices of said election on the official announcement board located at the City Hall; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fellsmere, Indian River County, Florida, that

**SECTION I. DECLARATION.** The City Clerk of the City of Fellsmere, Indian River County, Florida, declares that, pursuant to Section 101.151(7) Florida Statutes, the unopposed incumbent candidates, Inocensia Hernandez and Gerald Renick, are the winners of the election for two (2) Council Seats for two (2) year terms each.

**SECTION II. RECORDING.** The City Clerk is hereby directed to enter the results of the General Election in the official minutes of the City Council Meeting, during which this Resolution was adopted.

**SECTION III. CONFLICT.** All Resolutions or parts of resolutions in conflict herewith are hereby repealed.

**SECTION VI. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was read by title only and moved for adoption by Council Member \_\_\_\_\_, and 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 Renick	_____
Council Member Jessica Salgado	_____

The Mayor thereupon declared the Resolution adopted this \_\_\_\_ day of November, 2023.

**CITY OF FELLSMERE, FLORIDA**

by: \_\_\_\_\_  
Joel Tyson, Mayor

**ATTEST:**

\_\_\_\_\_  
Maria F. Suarez-Sanchez, CMC, City Clerk

# Oath of Office

STATE OF FLORIDA  
INDIAN RIVER COUNTY

I, Inocensia Hernandez DO SOLEMNLY swear that I will support, protect and defend the Constitution and Government of the United States and the State of Florida against all enemies, domestic and foreign; that I will bear true faith, loyalty and allegiance to the same; that I am duly qualified to hold office under the Constitution and Laws of the State of Florida, and that I will faithfully perform the duties of Council Member on which office I am about to enter; SO HELP ME GOD.

---

*Inocensia Hernandez*

ATTEST:

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*Maria F. Suarez-Sanchez, CMC, City Clerk*

Attested to me this 16th day of November 2023.



# Oath of Office

**STATE OF FLORIDA**  
**INDIAN RIVER COUNTY**

I, Gerald W. Renick DO SOLEMNLY swear that I will support, protect and defend the Constitution and Government of the United States and the State of Florida against all enemies, domestic and foreign; that I will bear true faith, loyalty and allegiance to the same; that I am duly qualified to hold office under the Constitution and Laws of the State of Florida, and that I will faithfully perform the duties of Council Member on which office I am about to enter; SO HELP ME GOD.

---

*Gerald W. "Jerry" Renick*

ATTEST:

---

*Maria F. Suarez-Sanchez, CMC, City Clerk*

Attested to me this 16<sup>th</sup> day of November 2023.

# Fellsmere

## 2022-2023 CITY OF FELLSMERE REPRESENTATION INDIAN RIVER COUNTY/ REGIONAL- COMMITTEES & ADVISORY BOARDS

### ***Must be Elected Officials***

#### **BEACH & SHORE PRESERVATION COMMITTEE** (Indian River County)

Current Member: Council Member Inocensia "Ino" Hernandez  
Alternate: Vice Mayor Fernando Herrera  
Location: IRC Admin Building B – Vero Beach, Room B1-501  
Time/Frequency: 3:00pm / 3<sup>rd</sup> Monday of Each Month  
Secretary: Ed Offutt – 226-1919

#### **ELECTED OFFICIALS OVERSIGHT COMMITTEE** (Indian River County)

Current Member: Mayor Joel Tyson  
Alternate: Vice Mayor Fernando Herrera  
Location: IRC Admin Building B – Vero Beach  
Time/Frequency: Meets Annually – 2<sup>nd</sup> Week in July  
Secretary: Ed Offutt – 226-1992  
Agenda: Maria Bowdren – 226-1242

#### **ECONOMIC DEVELOPMENT COUNCIL** (Indian River County)

Current Member: Mayor Pro-Tem Jessica Salgado  
Alternate: Mayor Joel Tyson  
Location: IRC Admin Building B – Vero Beach, Room B1-501  
Time/Frequency: 3:30pm/ 3<sup>rd</sup> Tuesday of Each Month  
Secretary: Meighan Alexander – 226-1440

#### **METROPOLITAN PLANNING ORGANIZATION** (Indian River County)

Current Member: Council Member Gerald "Jerry" Renick  
Alternate: Mayor Pro-Tem Jessica Salgado  
Location: IRC Admin Building B – Vero Beach, Room B1-501  
Time/Frequency: 10:00am/ 2<sup>nd</sup> Wednesday of Each Month  
Secretary: Patti Johnson – 226-1672

#### **TREASURE COAST REGIONAL LEAGUE OF CITIES** (Regional)

Current Member: Mayor Joel Tyson  
Alternate: Council Member Gerald "Jerry" Renick  
Location: (location changes)  
Time/Frequency: Meets every other month – usually 3<sup>rd</sup> Wednesday  
Executive Director: Pat Christensen

#### **TREASURE COAST COUNCIL OF LOCAL GOVERNMENTS** (Regional)

Current Member: Mayor Joel Tyson  
Alternate: Council Member Gerald "Jerry" Renick  
Location: St. Lucie Administration Bldg., 2300 Virginia Avenue, Room 3, Ft. Pierce, FL 34982  
Time/Frequency: 10:00am / 1<sup>st</sup> Wednesday of Month  
Chair: Commissioner Peter O'Bryan

#### **TREASURE COAST REGIONAL PLANNING COUNCIL** (Regional)

Current Member: Council Member Gerald "Jerry" Renick  
Alternate: Mayor Joel Tyson  
Location: 421 SW Camden Avenue, Stuart, FL 34994  
Time/Frequency: 9:30am/ 3<sup>rd</sup> Friday of Each Month  
Contact: Phone: 772-221-4060 • Fax: 772-221-4067 • Email: admin@tcrpc.org



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

Meeting Date: **November 16, 2023**

Agenda Item No.: **12 (e)**

☐ 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:** Planned Development District (PDD) rezoning and Final Development Plan (FDP) approval to allow for outdoor storage and wholesaling in addition to existing residential and retail uses on site.

**RECOMMENDED MOTION/ACTION:** Conduct 1<sup>st</sup> Reading for Ordinance #2023-13 as a requested PDD zoning change along with the PDD zoning map amendment and conduct 1<sup>st</sup> Reading for Resolution #2023-20 for the Final Development Plan approval subject to conditions set forth in Section 3 of the #2023-20 Resolution and set a 2<sup>nd</sup> Reading and Public Hearing date for December 7, 2023.

Approved by City Manager



Date: **11-8-23**

<b>Originating Department:</b> Community Development	Costs: \$ N/A Funding Source: Acct. #	<b>Attachments:</b> 1. CC Ordinance. #2023-13, 2. CC Reso #2023-20, 3. Final Development Plan w/ Exhibits
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input checked="" type="checkbox"/> Comm. Dev. _____	<input 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 _____
<b>Advertised:</b> 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 <u>X</u> 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 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 applicants Emiliano and San Juanita Almansa own a property addressed as 12645 CR-512. The 0.58-acre site was developed in 1956 with the current structure and was annexed into the city in 2009 with a General Commercial Future Land Use designation and a C-1 Zoning classification. The applicants have requested rezoning to Planned Development District (PDD) to allow for outdoor storage and wholesaling for a potential berry buying facility in addition to the first-floor retail and second floor residential use. The project is consistent with the Comprehensive Plan and all concurrency requirements of the City. Site specific design relief is provided for in Section 4 of Resolution 2023-20 and entail the following:

- Section 7.9.A.2, Sidewalks, bicycle facilities and multi-use-paths, waive multi-use path along CR-512 and 126<sup>th</sup> Court or payment of \$9,833.00 for both sidewalks in lieu thereof until such a time as major redevelopment occurs on site or until 126<sup>th</sup> Court is paved or CR-512 is widened, whichever occurs first; and
- Section 70-27(c)(3)(b), Access to paved road- waive along 126<sup>th</sup> Court until such time that major redevelopment occurs or as otherwise set forth herein; and
- Section 5.3.T.1.b Setback of required fence within outdoor storage buffer from ten (10') feet to five (5') feet.

**ORDINANCE  
NO. 2023-13**

**AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE CITY OF FELLSMERE OFFICIAL ZONING MAP TO ADD A ZONING CLASSIFICATION OF PDD-PLANNED DEVELOPMENT DISTRICT FOR LAND HAVING A COMPREHENSIVE FUTURE LAND USE MAP DESIGNATION OF NEIGHBORHOOD COMMERCIAL (NC) CONTAINING 0.58 ACRES, MORE OR LESS, LOCATED AT 12645/12665 COUNTY ROAD 512; PROVIDING FOR RATIFICATION; PROVIDING FOR CONSISTENCY WITH COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR ZONING; PROVIDING FOR ZONING MAP; FURTHER PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.**

**WHEREAS**, Emiliano Almanza and San Juanita Almanza, his wife, the owners of the land described herein, (collectively the “Applicant”) filed an Application with the City of Fellsmere to amend the City’s Official Zoning Map to incorporate said land thereon as PDD-Planned Development District; and

**WHEREAS**, the Applicant owns 0.58 acres, more or less with a Future Land Use Map designation of Neighborhood Commercial (NC), as described on Exhibit “A” attached hereto and by this reference made a part hereof; and

**WHEREAS**, The Applicant has petitioned the City to amend the City’s Official Zoning Map to a zoning district of Planned Development District (PDD) for said land; and

**WHEREAS**, the Planning and Zoning Commission/Local Planning Agency held a duly noticed public hearing on November 15, 2023, and made a finding that the Planned Development District (PDD) zoning designation was consistent with the Comprehensive Plan and applicable provisions of the Land Development Code and recommended that the City Council approve the zoning request; and

**WHEREAS**, the City Council held a duly advertised public hearing, made a finding that the PDD zoning designation was consistent with the Comprehensive Plan and applicable provisions of the Land Development Code; and

**WHEREAS**, the City Council has determined that the PDD zoning is in the best interest of the public health, safety, environmental and general welfare and that it is appropriate to adopt this amendment to the Official Zoning Map.

**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. CONSISTENCY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE.** The Application to amend the City's Official Zoning Map is consistent with the Comprehensive Plan, Section 17.15 A. 5. of the Land Development Code and other applicable provisions of the Land Development Code all of the City of Fellsmere. The following additional findings of facts are made:

1. The amendment is not in conflict with any applicable portions of the Land Development Code;
2. The amendment is consistent with all elements of the City of Fellsmere Comprehensive Plan;
3. The amendment is consistent with existing and proposed land uses within the area;
4. The surrounding land uses in the area of the amendment support the amendment;
5. The amendment would not result in excessive demands on public facilities, and the amendment would not exceed the capacity of such public facilities, including but not limited to transportation facilities, sewage facilities, water supply, parks, drainage, schools, solid waste, mass transit and emergency medical facilities;
6. The amendment would not result in significant adverse impacts on the natural environment;
7. The amendment would result in an orderly and logical development pattern;
8. The amendment would not be in conflict with the public interest and is in harmony with the purpose and interest of the Land Development Code.

**SECTION 3. ZONING.** The following described land is hereby given a City Zoning Classification of PDD-Planned Development District.

**LEGAL DESCRIPTION**

See Exhibit "A" attached hereto and by this reference made a part hereof.

**SKETCH OF LEGAL DESCRIPTION**

See Exhibit "A" attached hereto.

**SECTION 4. ZONING MAP.** The Official Zoning Map of the City shall be amended to include the subject land and reflect the designated zoning district.

**SECTION 5. 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 6. CONFLICT.** All ordinances or parts of ordinances in conflict herewith are repealed to the extent of conflict.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall take effect 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 Inocencia Hernandez	_____
Council Member Gerald Renick	_____
Council Member Jessica Salgado	_____

The Mayor thereupon declared this Ordinance fully passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF FELLSMERE, FLORIDA

**ATTEST:**

\_\_\_\_\_  
Joel Tyson, Mayor

\_\_\_\_\_  
Maria Suarez-Sanchez, CMC, 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 \_\_\_\_\_, 2023, and the first reading was held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and the second reading and public hearing was held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

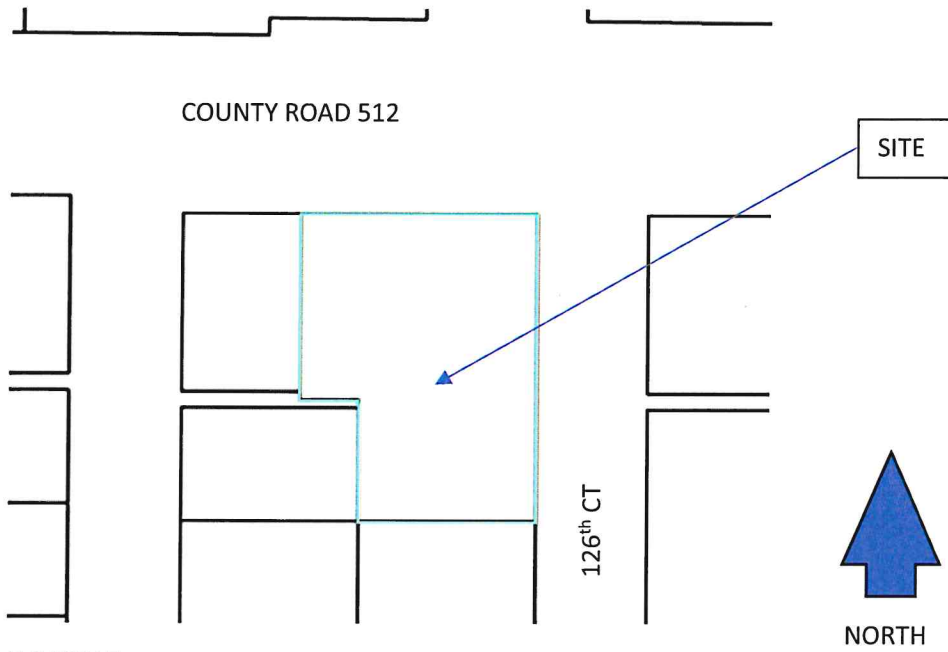
\_\_\_\_\_  
Maria Suarez-Sanchez, CMC, City Clerk

**EXHIBIT "A"**  
**TO**  
**ORDINANCE NO. 2023-13**

Lots 2, 3 and 5, Block 10, TROPICAL VILLAGE ESTATES UNIT 2, according to the plat thereof, as recorded in Plat Book 5, Page 65, Public Records of Indian River County, Florida.

# EXHIBIT 'A'

SKETCH OF LEGAL



LEGAL DESCRIPTION:

LOTS 2,3, & 5, BLOCK 10, TROPICAL VILLAGE ESTATES UNIT 2.



## RESOLUTION NO. 2023-20

**A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, APPROVING THE FINAL DEVELOPMENT PLAN FOR A PLANNED DEVELOPMENT FOR RETAIL OFFICE, OUTSIDE DISPLAY, OUTSIDE STORAGE, WHOLESALING, NURSERY, HAND CAR WASH AND ONE (1) APARTMENT UNIT; PROVIDING FOR RATIFICATION; PROVIDING FOR CONSISTENT WITH COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR FINAL DEVELOPMENT PLAN APPROVAL WITH CONDITIONS; AND FURTHER PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING PROVISIONS AND AN EFFECTIVE DATE.**

**WHEREAS**, Emiliano Almanza and San Juanita Almanza, his wife, the owners of the land described herein, (collectively the “Applicant” or “Owner”) filed an Application with the City of Fellsmere for a Final Development Plan for a Planned Development consisting of retail office, outside display, outside storage, wholesaling, nursery, hand car wash and one (1) apartment unit (the “Project”); and

**WHEREAS**, the Applicant owns 0.58 acres, more or less, as described on Exhibit “A” attached hereto and by this reference made a part hereof (the “Property”); and

**WHEREAS**, the Applicant submitted an Application for Planned Development District Zoning for the development of the Property to be adopted along with the Final Development Plan; and

**WHEREAS**, the Planning and Zoning Commission/Local Planning Agency held a duly noticed public meeting on December 6, 2023 to review the Final Development Plan for the Project and determined that it is in conformance with the official plans and policies of the City and the requirements of Article XVII Section 17.15 of the Land Development Code and recommended that the City Council approve the Final Development Plan; and

**WHEREAS**, the City Council has determined at a duly advertised public hearing that the Final Development Plan is in the best interest of the public health, safety, environmental and general welfare and that it is appropriate to approve the Final Development Plan subject to the conditions contained herein.

**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, confirmed and adopted as legislative findings by the City Council.

**SECTION 2. CONSISTENT WITH COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE.** The Final Development Plan for the Project meets the provisions of the Comprehensive Plan and Land Development Code Section 17.15. The following additional findings of fact are made:

- a. There are adequate public facilities to service the proposed use and complies with Section 17.24 Concurrency Management of the Code.
- b. There is adequate fire protection to service the proposed use.

- c. Ingress and egress to Property and proposed structures are adequate with reference to automotive and pedestrian safety, traffic flow and control, provision of services, and access in case of fire or catastrophe.
- d. Off-street parking areas are adequate with conditions imposed, with attention to automotive and pedestrian safety, traffic flow and control, access in case of fire or catastrophe, convenience to the units it is designed to serve, and landscaping for the buffering of abutting property where applicable.
- e. Recreation and open spaces are adequate, with attention to the location, size and development of the areas in regard to their adequacy, their effect on privacy of adjacent living areas, and their relationship to community wide open spaces and recreation facilities.
- f. Density of development is adequate, within the framework of the permitted density.
- g. General character and compatibility are adequate, with reference to ensuring the proposed development will be designed so as not to cause substantial depreciation of property values or reduce the safety, light and general convenience of neighboring developments.
- h. The environmental impact of the development is acceptable on the total land area of the Property including how development will affect protected species, wetlands, surficial aquifer recharge areas, physical features, and natural resources.
- i. Renderings, architectural elevations, or photographs of the proposed development are adequate.
- j. Water and sewer improvements are in accordance with standards and specifications of the City.
- k. The Final Development Plan provides for dedication of the necessary rights-of-way.

### **SECTION 3. FINAL DEVELOPMENT PLAN APPROVAL WITH CONDITIONS.**

The Final Development Plan dated November 2, 2023 prepared by City of Fellsmere as signed by the Mayor on \_\_\_\_\_, 2023 and maintained on file in the Community Development Department and City Clerk's office is approved. The following conditions shall apply.

- 1) The use, occupancy, development, phasing or redevelopment of the Property shall be limited to and in accordance with the Final Development Plan attached as Exhibit "B", and by this reference made a part hereof. Where specific provisions in this Resolution or in the Land Development Code are not addressed on the Final Development Plan, the specific provisions of this Resolution or in the Land Development Code shall apply to the development of the Property.
- 2) Before commencement of development, the Applicant shall obtain all Federal, State, County and Local permits as may be applicable to any new development, redevelopment or use of the Property and to continuously keep such permits current and in good standing. Issuance of this development order by the City does not create any right on the part of the Applicant to obtain

a permit from a Federal, State, County or Local agency and does not create any liability on the part of the City for issuance of a development order if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a Federal, State, County or Local agency or undertakes actions that result in a violation of Federal, State, County or Local law. See Section 166.033 F. S.

- 3) After the first year following the issuance of a Certificate of Occupancy or a final inspection for the improvements, the City Council shall have the authority to hold hearings at any time, upon notice to the Applicant and the property owner, to review the activity for compliance with all conditions and requirements of approval and all applicable ordinances and resolutions of the City. If the land use of the Property is not in compliance with the use specified in the approved Planned Development and the conditions in this Resolution, the City Council may amend the Conditions of Approval, terminate the Planned Development Permit or refer the matter to the Code Enforcement Special Master as a code violation for other sanctions as deemed appropriate.
- 4) All public or private improvements required under the terms of this Resolution shall be constructed at the expense of and by the Applicant as approved by the City.
- 5) The Applicant shall donate by Warranty Deed to the City of Fellsmere a strip of land ten (10) feet in depth along the entire length of the North boundary of the Property. This land donation shall be completed within ninety (90) days of approval of this Resolution. See Warranty Deed in Exhibit "C" attached hereto and by this reference made a part hereof.
- 6) If the parking, vehicular access or unpaved status of 126<sup>th</sup> Court are determined by the City, at its sole discretion, to be inadequate to serve the demand generated by the use of the Property, the Applicant shall be required to submit an application for a site construction plan to provide additional legal parking, modify vehicular access areas, or pave 126<sup>th</sup> Court from CR512 to the South end of the property within sixty (60) days of receiving written notice from the City. If said additional legal parking, modified vehicular access areas or paving of 126<sup>th</sup> Court cannot be provided, the use of the Property and occupancy of the structure shall be restricted commensurate with the available parking, vehicular access, and unpaved nature of 126<sup>th</sup> Court to support such use.
- 7) Operation of exterior machinery and equipment, including delivery and service vehicles, shall only occur during Monday through Friday between the hours of 9:00 a.m. to 5:00 p.m. There are residences within the area, and should the City determine, in its sole discretion, that the noise generating from the site is having an adverse effect on the area residents, the operation of the exterior machinery and equipment shall be moved indoors or enclosed.
- 8) The installation of all required landscape shall be installed within six months of approval of this Resolution.
- 9) At time of widening of CR512 and within sixty (60) days of written notice from the City of Fellsmere or Indian River County, whichever shall first occur, the Owner shall reconfigure parking and parking aisle at least ten (10) feet inside the final northern frontage of the Property and relocate or replant landscaping along CR512 frontage inside and within the first ten (10) feet of the final northern frontage of the Property. Owner shall obtain a driveway permit from the City prior to performing these items.

- 10) Relief from the following Sections of the Land Development Code are approved until major redevelopment or the occurrence of the stated activity as determined by the City:
- A. Section 7.9.A.2, Sidewalks, bicycle facilities and multi-use-paths- waive multi-use path along CR512 and 126<sup>th</sup> Court or payment of \$9,833 for both sidewalks in lieu thereof until such time as major redevelopment occurs on site or until 126<sup>th</sup> Court is paved or CR512 is widened, whichever occurs first; and
  - B. Section 70-27(c)(3)(b), Access to paved road- waive along 126<sup>th</sup> Court until such time that major redevelopment occurs or as otherwise set forth herein; and
  - C. Section 5.3.T.1.b, Setback of required fence within outdoor storage buffer from ten (10') feet to five (5') feet.
- 11) For the purposes of this Resolution, major redevelopment is defined as any development on the Property that exceeds 50% of the assessed value prior to onset of such development as set forth by the Indian River County Property Appraiser's Office.
- 12) For calculating any time periods required by this Resolution, the first day shall start on the effective date of this Resolution.
- 13) The Applicant shall execute a Unity of Title across the lots upon approval of this Resolution. See Unity of Title in Exhibit "D" attached hereto and by this reference made a part hereof.
- 14) At the present time the septic system on the Property consists of a septic tank and drain field. At such time as the present septic system fails, the Owner shall install a lift station and all other necessary equipment and fixtures to connect to the City/Indian River County sewer system.
- 15) Access to CR 512 shall be from 126<sup>th</sup> Court. No other access to CR512 shall be permitted due to a Limited Access Easement recorded in Official Records Book 2060, Page 1921, Public Records of Indian River County, Florida, prohibiting access to CR512 from the Property. Since the land area in the Limited Access Easement is included within the right-of-way donated to Indian River County by Condition 5 above, the Applicant shall sign a new five (5) foot wide Limited Access Easement. See limited Access Easement on Exhibit "E" attached hereto and by this reference made a part hereof.
- 16) A violation of any of the conditions or requirements of approval shall constitute a code violation subject to enforcement through the Code Enforcement Special Master, unless a different remedy is specifically provided in any such condition or requirement, in which case such different remedy shall supersede this provision.

**SECTION 4. 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 5. 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 6. EFFECTIVE DATE.** This Resolution shall take effect concurrently with the effective date of Ordinance No. 2023-13. If Ordinance No. 2023-13 does not become effective, this Resolution shall automatically become void and of no further force or effect.

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 \_\_\_\_\_, 2023.

CITY OF FELLSMERE, FLORIDA

ATTEST:

\_\_\_\_\_  
Joel Tyson, Mayor

\_\_\_\_\_  
Maria Suarez-Sanchez, CMC, City Clerk

HEREBY CERTIFY that Notice of the public hearings on this Resolution was published in the Press Journal, as required by the Land Development Code, that the foregoing Resolution was duly passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and the first reading was held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and the second reading and public hearing was held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Maria Suarez-Sanchez, CMC, City Clerk



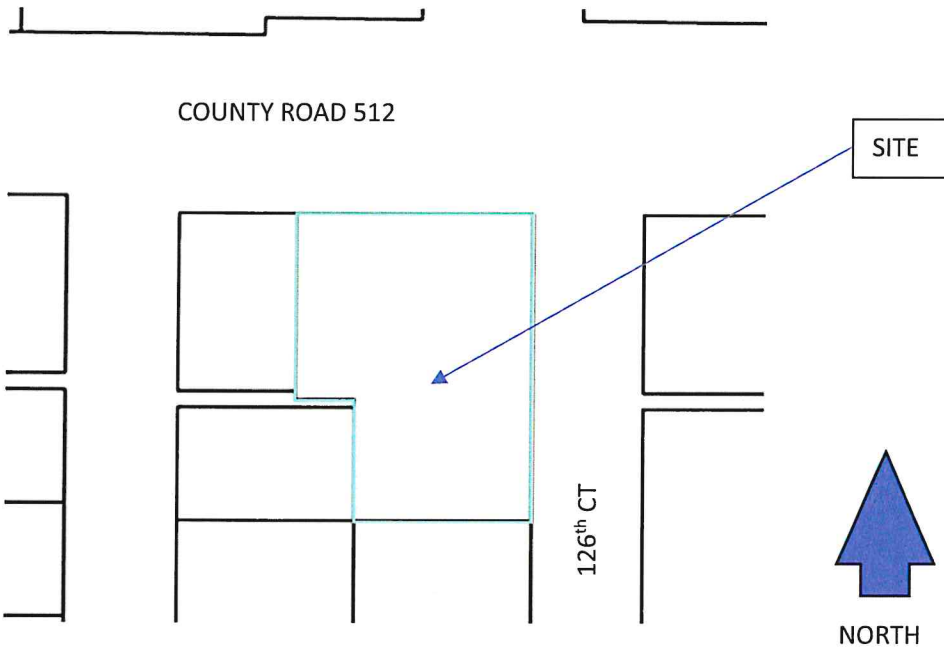
**EXHIBIT "A"**  
**TO**  
**RESOLUTION NO. 2023-20**

**LEGAL DESCRIPTION**

Lots 2, 3 and 5, Block 10, TROPICAL VILLAGE ESTATES UNIT 2, according to the plat thereof, as recorded in Plat Book 5, Page 65, Public Records of Indian River County, Florida.

# EXHIBIT 'A'

SKETCH OF LEGAL

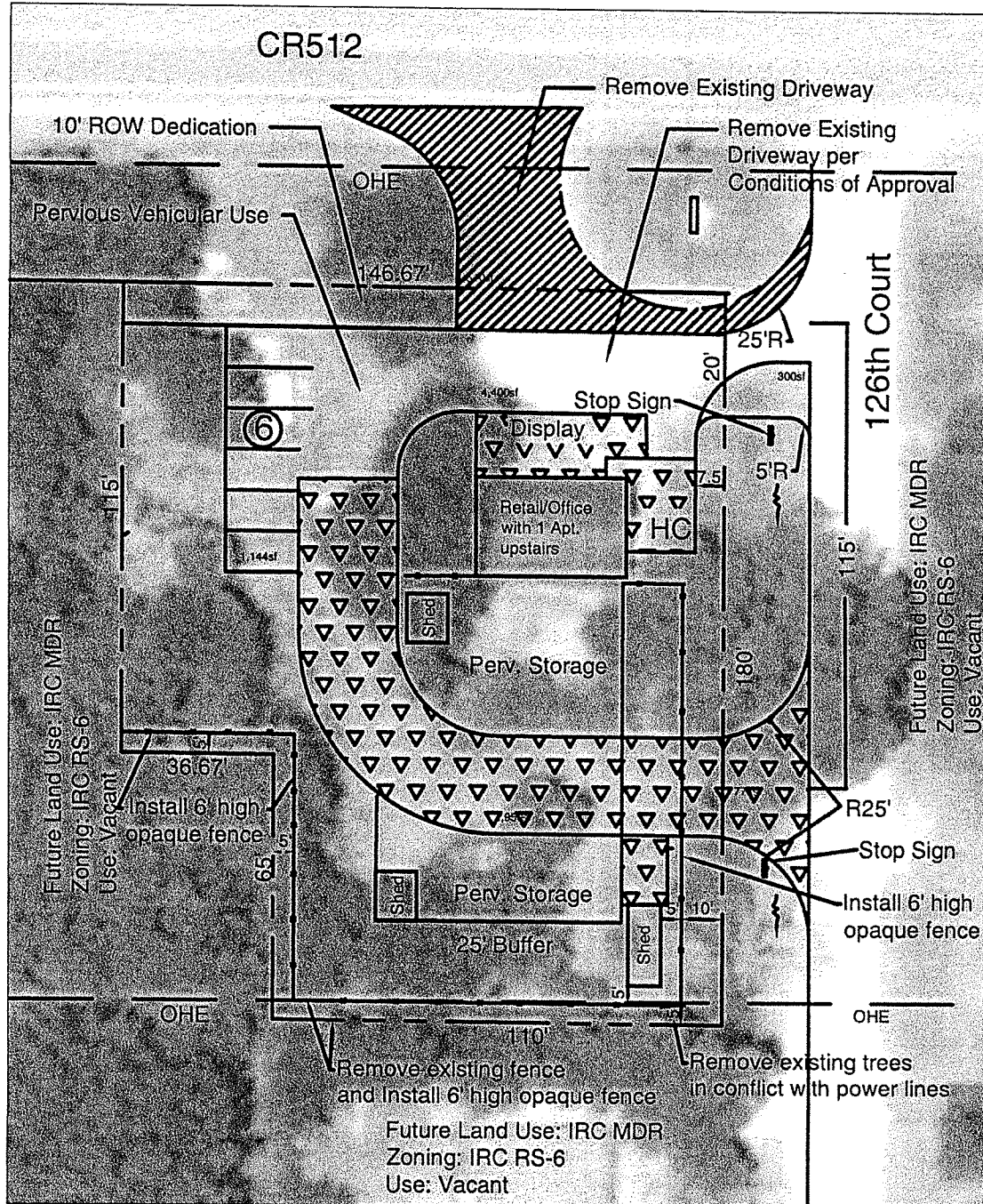


NO SCALE

LEGAL DESCRIPTION:

LOTS 2,3, & 5, BLOCK 10, TROPICAL VILLAGE ESTATES UNIT 2.

**EXHIBIT "B"**  
**TO**  
**RESOLUTION NO. 2023-20**  
**FINAL DEVELOPMENT PLAN**



### Site Data

Future Land Use: Neighborhood Commercial  
Zoning: Planned Development  
Existing Use: Retail  
1 Apartment Unit  
Proposed Use: Retail, Office, Outside Display, Outside Storage, Wholesaling, Nursery, Personal Service, Business Service, 1 Apartment

Area:	24,030sf	
ROW Dedication (North 10')	1,467sf	
Site Plan Area	22,563sf	100%
Impervious:	5,875sf	26.0%
Primary Building	900sf	4.0%
Accessory Buildings	400sf	1.8%
Sidewalks	140sf	0.6%
Vehicular Use	4,435sf	19.6%
Pervious:	16,688sf	74.0%
Interior Landscape Area*	1,046sf	4.6%
Perimeter Landscape Area*	8,352sf	37.1%
Outdoor Storage Area	3,120sf	13.8%
Outside Display Area*	1,220sf	5.4%
Vehicular Use	2,950sf	13.1%
Open Space*:	30% Req'd.	47.1% Prov.
Parking:	7 Req'd.	7 Prov.
Retail (1/200sf)		
Apt. Unit (2/unit)		

- Impervious Pavement to be Removed
- Impervious Pavement
- Pervious Pavement

Indian River Traffic Engineer has underground conduit for traffic signal interconnection in this area as well as other traffic signal equipment. It shall be the contractor's responsibility to contact Sunshine State One Call System at 1-800-432-4770 for locations of this equipment at least 72 hours prior to any construction.

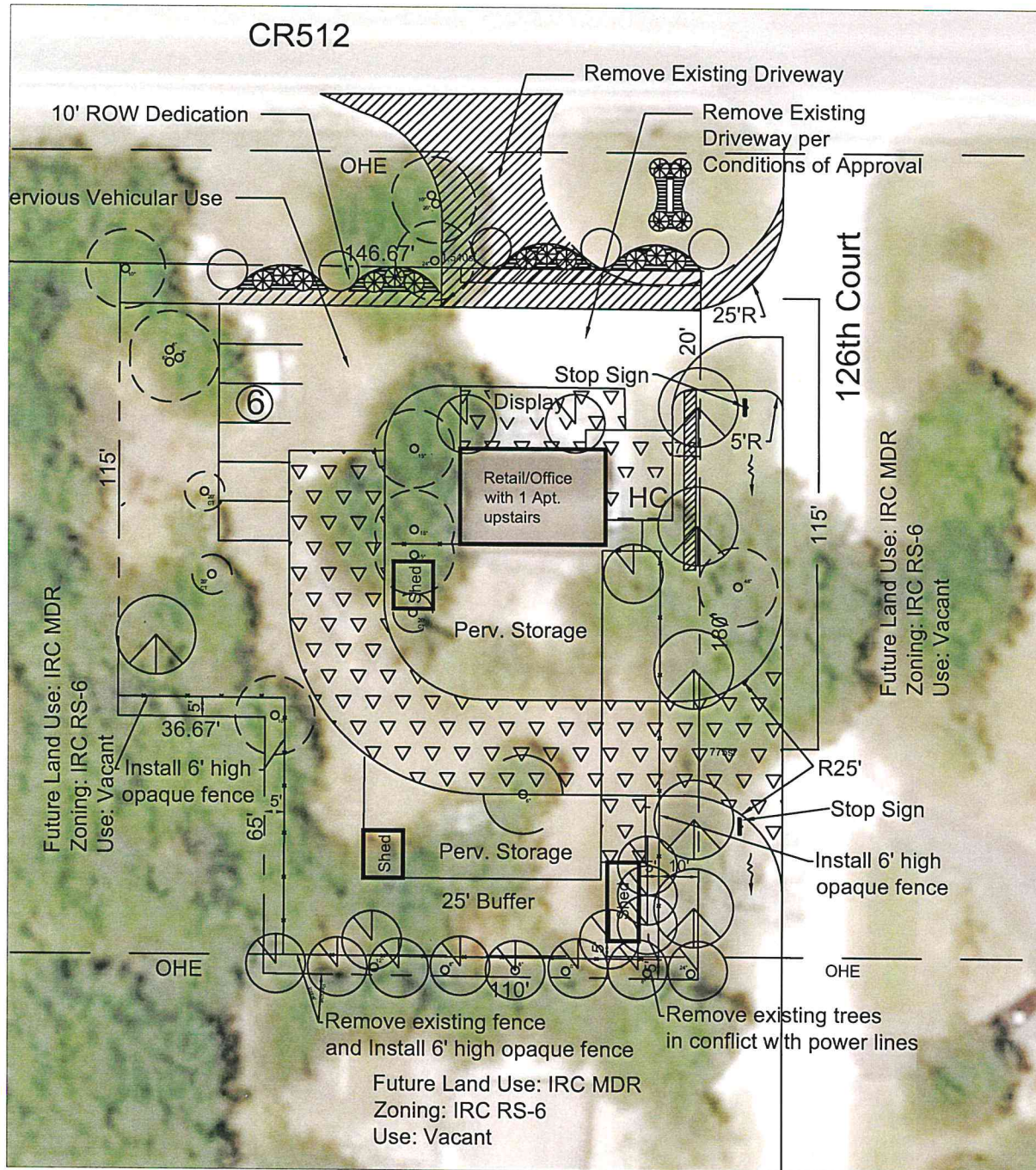
Scale: 1' = 40'



12645 CR512 - Final Development Plan

Drawn by: RL CDD, City of Fellsmere





#### West Buffer

Required: 7 understory (14")  
9 canopy (27")  
6' opaque screen

Provided: 38" credits  
(10" oak, 10" oak, triple 6" oak)  
1 - oak at 16' OA, 3" cal., 7' spread  
6' high wood fence set 5' off property line

#### South Buffer (power line constraint)

Required: 4 understory (8")  
4 canopy (12")  
6' opaque screen

Provided: 0" credits  
12 - wax myrtle at 8' OA, 2" cal.  
6' high wood fence set 5' off property line

#### East Buffer (Ex. ROW Tree constraint)

Required: 6 understory (12")  
6 canopy (21")  
6' opaque screen (partial)  
3' opaque screen (partial)

Provided: 0" credits  
2 - wax myrtle at 8' OA, 2" cal.  
5 - live oak at 16' OA, 3" cal., 7' spread  
6' high wood fence set 10' off property line  
Balance to North Buffer & Sign

#### North Buffer (power line constraint)

Required: 5 canopy (15")  
3' opaque screen (partial)

Provided: 0" credits  
5 - Queen palm at 12' CT  
12 - Crepe Myrtle, 8' OA, multi-trunk  
3' high continuous hedge at property line  
Groundcover

#### Interior

Required: 2 canopy (6")

Provided: 45" credits  
(15" oak, 15" oak, 15" oak)

#### Open Space

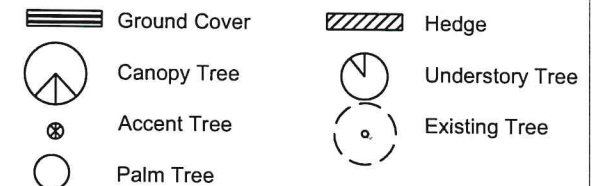
Required: 5 canopy (15")

Provided: 45" credits  
(15" oak, 15" oak, 15" oak)

#### Sign Base

Required: 48sf

Provided: 4 - Crepe Myrtle, 8' OA, multi-trunk  
Groundcover



Scale: 1'=40'



EXHIBIT 'B'  
Nov 2, 2023

Drawn by: RL CDD, City of Fellsmere



8-15-2023

**EXHIBIT "C"**  
**TO**  
**RESOLUTION NO. 2023-20**

**WARRANTY DEED**  
**RIGHT-OF-WAY CR512**

**SALE: NONE**  
**DOC. STAMPS: \$.70**

This Instrument was prepared by  
and should be returned to:

City of Fellsmere, Florida  
Community Development Department  
22 South Orange Street  
Fellsmere, Florida 32948

.....(Space above this line for recording data).....

## **WARRANTY DEED**

*This Warranty Deed* executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **EMILANO ALMANZA** and **SAN JUANITA ALMANZA**, husband and wife, whose address is **102 S. Magnolia Street, Fellsmere, Florida 32948**, hereinafter collectively referred to as "Grantor", to **CITY OF FELLSMERE, FLORIDA**, a municipal corporation existing under the laws of the State of Florida, whose post office address is **22 S. Orange Street, Fellsmere, Florida 32948**, hereinafter referred to as "Grantee".

**WITNESSETH** that said Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Indian River County, Florida, to-wit:

The North ten (10) feet of Lots 2 and 3, Block 10, Tropical Village Estates Unit 2,  
according to the plat thereof, as recorded in Plat Book 5, Page 65, of the Public  
Records of Indian River County, Florida.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to governmental regulations, covenants, rights of way, restrictions, easements and reservations of record, if any, but this provision shall not operate to reimpose the same, and taxes for this year and subsequent years.

**To Have and to Hold** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the proper use, benefit and behoof of the Grantee forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that the land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

Minimal documentary stamps are affixed hereto, because this conveyance is pursuant to the issuance of a development order. There are no open mortgages encumbering this property.

**In Witness Whereof**, the said Grantor has signed and sealed these presents the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT "C"

Signed, sealed and delivered  
in our presence:

WITNESSES AS TO BOTH:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

\_\_\_\_\_  
Emilano Almanza

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

\_\_\_\_\_  
San Juanita Almanza

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Emilano Almanza and San Juantia Almanza, who are ☐ personally known to me or ☐ have produced \_\_\_\_\_ as identification.

"SEAL"

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No. is: \_\_\_\_\_

NOTICE

In preparation of this instrument, the scrivener has not examined title to the described property and makes no warranty, representation or opinion, either express or implied as to the title, quantity or boundaries of the property or the existence of any liens, unpaid taxes, or other encumbrances.

**EXHIBIT “D”  
TO  
RESOLUTION NO. 2023-20**

Unity of Title

Return to:  
City of Fellsmere  
Community Development Dept.  
22 South Orange Street  
Fellsmere, Florida 32948

### DECLARATION OF UNITY OF TITLE

WHEREAS, the undersigned is/are the fee simple owner(s) of the following described property situated in Indian River County, Florida.

Legal Description(s) (print or attach typed exhibit):

Lots 2, 3 and 5, Block 10, Tropical Village Estates Unit 2, according to the map or plat thereof, recorded in Plat Book 5, Page 65, Public Records of Indian River County, Florida.  
and;

WHEREAS, the undersigned has made application for issuance of a development order on a project designed in a manner which necessitates the above-described parcels being held in single ownership as one entire tract.

NOW, THEREFORE, the undersigned declares that such parcels will in the future, be held and treated as one single parcel of land, which is not to be divided for sale or transfer of ownership other than as a single tract unless then current Land Development Code requirements are met.

The covenant stated herein shall be considered binding on all future successors and owners and shall be strictly enforceable by the City of Fellsmere, Florida in accordance with its Land Development Code and shall remain valid until such time as released in writing by an authorized representative of the City of Fellsmere, Florida, by recorded document.

The Unity of Title was prepared for the use and benefit of the City of Fellsmere and it is not intended for use by any other party.

WITNESS the hand and seal of the undersigned, this \_\_\_\_day of \_\_\_\_\_, 2023.

NAME(S) OF ALL OWNER(S): Emilano Almanza  
San Juanita Almanza

MAILING ADDRESS: 102 S. Magnolia Street  
Fellsmere, Florida 32948



Signed and sealed in the presence of the following witnesses:

AS TO BOTH

Signature of Witness: \_\_\_\_\_  
Printed Name of Witness: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_  
Print Name of Witness: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_  
Emilano Almanza

Signature of Owner: \_\_\_\_\_  
San Juanita Almanza

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Emilano Almanza and San Juanita Almanza, who are personally known to me or who have produced \_\_\_\_\_ as identification.

SEAL

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
Commission Expiration: \_\_\_\_\_

**EXHIBIT "E"**  
**TO**  
**RESOLUTION NO. 2023-20**

Limited Access Easement

Return to:  
City of Fellsmere, Florida  
Community Development Department  
22 S. Orange Street  
Fellsmere, Florida 32948

## LIMITED ACCESS EASEMENT

THIS GRANT OF EASEMENT, made and executed this \_\_\_\_ day of \_\_\_\_\_, 2023, by **EMILANO ALMANZA and SAN JUANITA ALMANZA, husband and wife**, whose mailing address is 102 S. Magnolia Street, Fellsmere, Florida 32948, hereinafter referred to as "GRANTOR", to **CITY OF FELLSMERE, FLORIDA, a municipal corporation existing under the laws of the State of Florida**, whose mailing address is 22 S. Orange Street, Fellsmere, Florida 32948, hereinafter referred to as "GRANTEE".

### WITNESSETH:

THAT GRANTOR for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00), approval of a development order and other valuable consideration, receipt of which is hereby acknowledged by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the GRANTEE, a perpetual 5-foot wide limited access easement over and across the following described land, situate in Indian River County, Florida, to-wit:

See Attachment "1" attached hereto and by this reference made a part hereof.

AND GRANTOR hereby covenants with said GRANTEE that the GRANTOR is lawfully seized of said servient land in fee simple, and that the GRANTOR has good right and lawful authority to convey the easement established hereby and will defend the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Emilano Almanza

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Approved as to form and legal sufficiency

By: \_\_\_\_\_  
Warren W. Dill, City Attorney

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
San Juanita Almanza

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Emilano Almanza, who is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

"SEAL"

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No. is: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by San Juanita Almanza, who is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

"SEAL"

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No. is: \_\_\_\_\_

**EXHIBIT "E"**  
**Attachment "1"**  
**to**  
**Limited Access Easement**

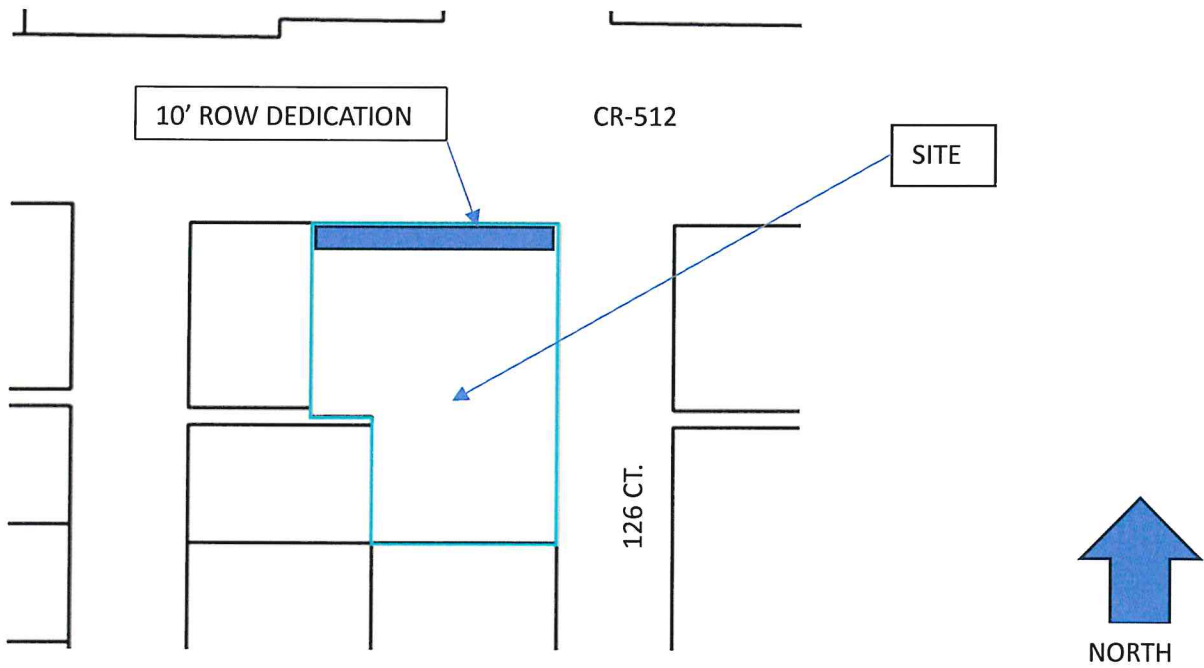
Legal Description

A 10.0 foot wide limited access easement lying south of and adjacent to the North line of Lots 2 and 3, Block 10, TROPICAL VILLAGE ESTATES UNIT 2, according to the plat thereof, as recorded in Plat Book 5, Page 65, Public Records of Indian River County, Florida.



Attachment '1'

SKETCH OF LEGAL



LEGAL DESCRIPTION OF 10' ROW ALONG CR-512

THE NORTH 10' OF LOTS 2,3, & 5, BLOCK 10, TROPICAL VILLAGE ESTATES UNIT 2.

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

Meeting Date: **November 15, 2023**

Agenda Item No: **12(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:** Planned Development District (PDD) rezoning and Final Development Plan (FDP) approval for a proposed new IRC Fire Station located at the Corrigan Ranch Site- specifically addressed as 9700 26<sup>th</sup> Place, located NE and adjacent to the CVS distribution facility that lies just off of SR-60.

**RECOMMENDED MOTION/ACTION:** Conduct 1<sup>st</sup> Reading for Ordinance #2023-28 as a requested PDD zoning change along with the PDD zoning map amendment and conduct 1<sup>st</sup> Reading for Resolution #2023-50 for the Final Development Plan approval subject to conditions set forth in Section 3 of the #2023-50 Resolution and set a 2<sup>nd</sup> Reading and Public Hearing date for December 7, 2023.

Approved by City Manager *Monika Mathis* Date: *11-8-23*

<b>Originating Department:</b> Community Development	Costs: \$ N/A Funding Source: Acct. #	<b>Attachments:</b> 1. CC Ordinance. #2023-28, 2. CC Reso #2023-50, 3. Final Development Plan w/ Exhibits
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input checked="" type="checkbox"/> Comm. Dev. _____	<input 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 _____
<b>Advertised:</b> 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 <u><i>X</i></u> 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 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 applicant is the Emergency Services District of Indian River County. They are proposing a new Fire Station to be located at 9700 26<sup>th</sup> Street, which is adjacent to the CVS distribution facility located just off SR-60. The property contains +/- 3.0 acres and currently has an A-1 Agricultural zoning with a Future Land Use designation of REAC; the site is vacant. The applicants have requested rezoning to Planned Development District (PDD) to allow for a proposed new Fire Station. The project is consistent with the Comprehensive Plan and all concurrency requirements of the City. Site specific design relief is provided for in Section 4 of Resolution 2023-50 and entail the following:

- Section 7.9.A.2, Sidewalks, bicycle facilities and multi-use-paths, waive multi-use path along 26<sup>th</sup> Place or payment of \$2,892.08 for the required sidewalk in lieu thereof until such a time as major redevelopment occurs on site or until 26<sup>th</sup> Place is widened, whichever occurs first.

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**ORDINANCE  
NO. 2023-28**

**AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE CITY OF FELLSMERE OFFICIAL ZONING MAP TO CHANGE THE ZONING CLASSIFICATION FROM INDIAN RIVER COUNTY, FLORIDA A-2 AGRICULTURAL TO CITY PDD-PLANNED DEVELOPMENT DISTRICT FOR LAND HAVING A COMPREHENSIVE FUTURE LAND USE MAP DESIGNATION OF LOW DENSITY MIXED USE NEIGHBORHOOD (LDMXN) CONTAINING 3.0 ACRES, MORE OR LESS, LOCATED ON THE CORRIGAN RANCH FOR FIRE STATION 7 OWNED BY INDIAN RIVER COUNTY, FLORIDA; PROVIDING FOR RATIFICATION; PROVIDING FOR CONSISTENCY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR ZONING; PROVIDING FOR ZONING MAP; FURTHER PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.**

**WHEREAS**, Indian River County, Florida, the owner of the land described herein, (the “Applicant”) filed an Application with the City of Fellsmere to amend the City’s Official Zoning Map to incorporate said land thereon as PDD-Planned Development District; and

**WHEREAS**, the Applicant owns 3.0 acres, more or less with a Future Land Use Map designation of Low Density Mixed Use Neighborhood (LDMXN), as described on Exhibit “A” attached hereto and by this reference made a part hereof; and

**WHEREAS**, The Applicant has petitioned the City to amend the City’s Official Zoning Map to a zoning district of Planned Development District (PDD) for said land; and

**WHEREAS**, the Planning and Zoning Commission/Local Planning Agency held a duly noticed public hearing on \_\_\_\_\_, 2023, and made a finding that the Planned Development District (PDD) zoning designation was consistent with the Comprehensive Plan and applicable provisions of the Land Development Code and recommended that the City Council approve the zoning request; and

**WHEREAS**, the City Council held a duly advertised public hearing, made a finding that the PDD zoning designation was consistent with the Comprehensive Plan and applicable provisions of the Land Development Code; and

**WHEREAS**, the City Council has determined that the PDD zoning is in the best interest of the public health, safety, environmental and general welfare and that it is appropriate to adopt this amendment to the Official Zoning Map.

**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. CONSISTENCY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE.** The Application to amend the City's Official Zoning Map is consistent with the Comprehensive Plan, Section 17.15 A. 5. of the Land Development Code and other applicable provisions of the Land Development Code all of the City of Fellsmere. The following additional findings of facts are made:

1. The amendment is not in conflict with any applicable portions of the Land Development Code;
2. The amendment is consistent with all elements of the City of Fellsmere Comprehensive Plan;
3. The amendment is consistent with existing and proposed land uses within the area;
4. The surrounding land uses in the area of the amendment support the amendment;
5. The amendment would not result in excessive demands on public facilities, and the amendment would not exceed the capacity of such public facilities, including but not limited to transportation facilities, sewage facilities, water supply, parks, drainage, schools, solid waste, mass transit and emergency medical facilities;
6. The amendment would not result in significant adverse impacts on the natural environment;
7. The amendment would result in an orderly and logical development pattern;
8. The amendment would not be in conflict with the public interest, and is in harmony with the purpose and interest of the Land Development Code.

**SECTION 3. ZONING.** The following described land is hereby given a City Zoning Classification of PDD-Planned Development District.

**LEGAL DESCRIPTION**

See Exhibit "A" attached hereto and by this reference made a part hereof.

**SKETCH OF LEGAL DESCRIPTION**

See Exhibit "A" attached hereto.

**SECTION 4. ZONING MAP.** The Official Zoning Map of the City shall be amended to include the subject land and reflect the designated zoning district.

**SECTION 5. 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 6. CONFLICT.** All ordinances or parts of ordinances in conflict herewith are repealed to the extent of conflict.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall take effect 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 Renick	_____
Council Member Jessica Salgado	_____

The Mayor thereupon declared this Ordinance fully passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF FELLSMERE, FLORIDA

**ATTEST:**

\_\_\_\_\_  
Joel Tyson, Mayor

\_\_\_\_\_  
Maria Suarez-Sanchez, CMC, 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 \_\_\_\_\_, 2023, and the first reading was held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and the second reading and public hearing was held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Maria Suarez-Sanchez, CMC, City Clerk

10-31-2023

**EXHIBIT "A"**  
**TO**  
**ORDINANCE NO. 2023-28**

LEGAL DESCRIPTION

# Sketch and Legal Description for: INDIAN RIVER COUNTY

## Legal Description

BEING A PARCEL OF LAND LYING IN THE SOUTHWEST ONE QUARTER OF SECTION 34, TOWNSHIP 32 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL ALSO BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 1812, PAGE 1824, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 361.50 FEET, OF THE SOUTH 491.50 FEET, OF THE EAST 361.50 FEET, OF THE WEST 461.50 FEET OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 34, TOWNSHIP 32 SOUTH, RANGE 38 EAST.

CONTAINING 130,680 SQUARE FEET, (3.00 ACRES) MORE OR LESS

## Surveyor's Notes

- 1). THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED WITH THE BENEFIT OF A BOUNDARY SURVEY PREPARED BY CARTER ASSOCIATES, INC., PROJECT NO. 01-580S, DATED AUGUST 15, 2001.
- 2). THIS LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS:
  - (A) PROVIDED IN ITS ENTIRETY CONSISTING OF 2 SHEETS, WITH SHEET 2 SHOWING THE SKETCH OF DESCRIPTION.
  - (B) REPRODUCTIONS OF THE DESCRIPTION AND SKETCH ARE SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

## Certification

(NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL  
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)


## Legend and Abbreviations

I.R.F.W.C.D. = INDIAN RIVER FARMS  
WATER CONTROL DISTRICT

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SKETCH AND LEGAL IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR SURVEYS SET FORTH BY THE FLORIDA PROFESSIONAL BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 6J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES.

10-6-23  
DATE OF SIGNATURE

  
DAVID W. SCHRYVER  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4864

This Is not a Boundary Survey

AGENCY: INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.	
DATE: 09/22/2021	DRAWN BY: R. INGLET
SCALE: N/A	APPROVED BY: D. SCHRYVER
SHEET: 1 OF 2	JOB NO: IRC-3051

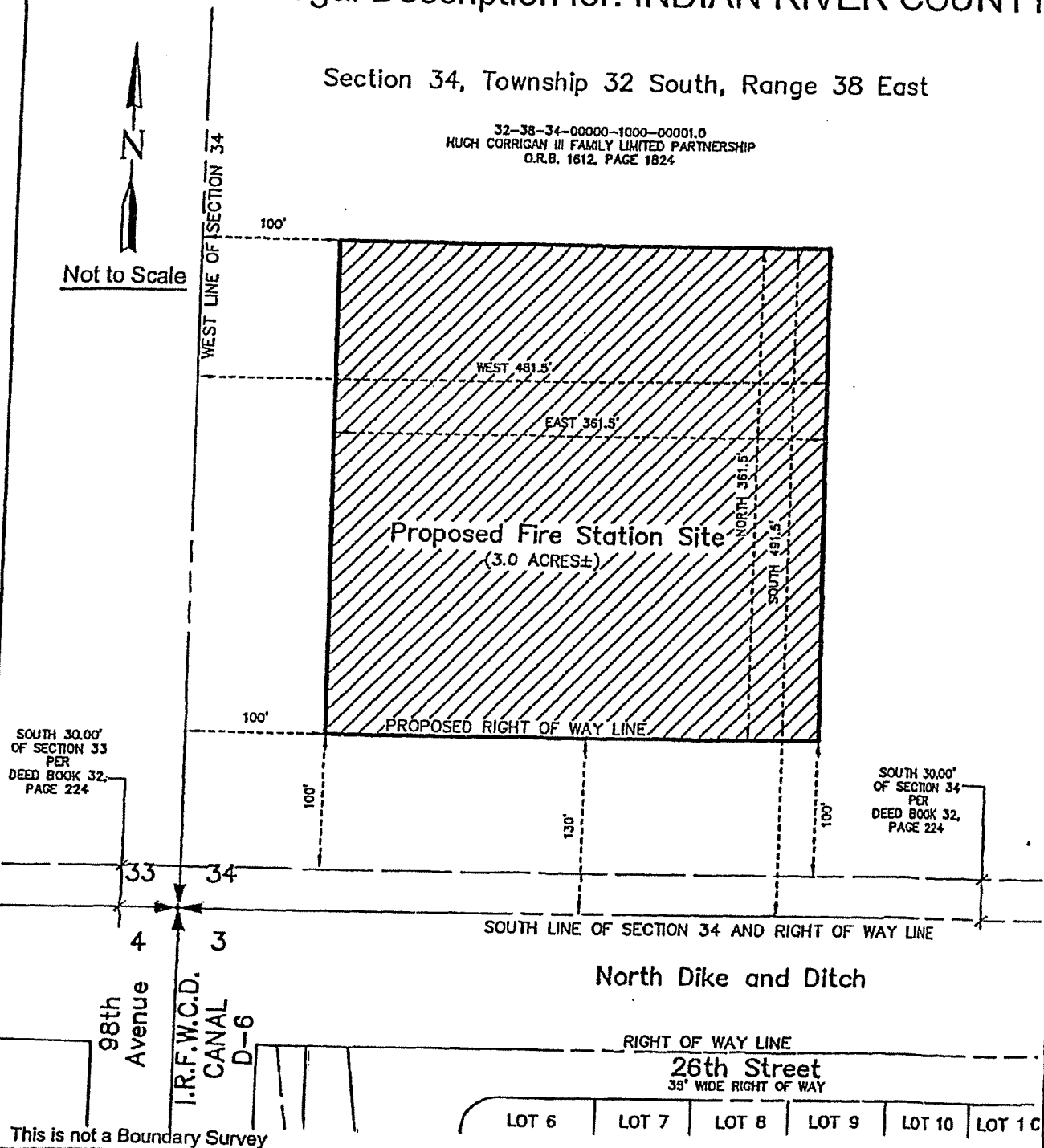
Sketch and Legal Description  
for:  
INDIAN RIVER COUNTY



# Sketch and Legal Description for: INDIAN RIVER COUNTY

Section 34, Township 32 South, Range 38 East

32-38-34-00000-1000-00001.0  
HUGH CORRIGAN III FAMILY LIMITED PARTNERSHIP  
O.R.B. 1612, PAGE 1824



AGENCY: INDIAN RIVER COUNTY, FL  
PUBLIC WORKS DEPT./ENGINEERING DIV.

DATE: 09/22/2021 DRAWN BY: R. INGLET

SCALE: N/A APPROVED BY: D. SCHRYVER

SHEET: 2 OF 2 JOB NO: IRC-3051

Sketch and Legal Description  
for:  
INDIAN RIVER COUNTY

**RESOLUTION NO. 2023-50**

**A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, APPROVING THE FINAL DEVELOPMENT PLAN FOR A PLANNED DEVELOPMENT BY INDIAN RIVER COUNTY, FLORIDA/EMERGENCY SERVICE DISTRICT FOR FIRE STATION #7 ON THE CORRIGAN RANCH; PROVIDING FOR RATIFICATION; PROVIDING FOR CONSISTENT WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR FINAL DEVELOPMENT PLAN APPROVAL WITH CONDITIONS; AND FURTHER PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING PROVISIONS AND AN EFFECTIVE DATE.**

**WHEREAS**, Indian River County, the owner of the land described herein, (the “Applicant” or “Owner”) filed an Application with the City of Fellsmere for a Final Development Plan for Fire Station #7 with accessory and office uses (the “Project”); and

**WHEREAS**, the Applicant owns 3.0 acres, more or less, as described on Exhibit “A” attached hereto and by this reference made a part hereof (the “Property”); and

**WHEREAS**, the Applicant submitted an Application for Planned Development District Zoning for the development of the Property to be adopted along with the Final Development Plan; and

**WHEREAS**, the Planning and Zoning Commission/Local Planning Agency held a duly noticed public meeting on \_\_\_\_\_, 2023 to review the Final Development Plan for the Project and determined that it is in conformance with the official plans and policies of the City and the requirements of Article XVII Section 17.15 of the Land Development Code and recommended that the City Council approve the Final Development Plan; and

**WHEREAS**, the City Council has determined at a duly advertised public hearing that the Final Development Plan is in the best interest of the public health, safety, environmental and general welfare and that it is appropriate to approve the Final Development Plan subject to the conditions contained herein.

**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, confirmed and adopted as legislative findings by the City Council.

**SECTION 2. CONSISTENT WITH COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE**. The Final Development Plan for the Project meets the provisions of the Comprehensive Plan and Land Development Code Section 17.15. The following additional findings of fact are made:

- a. There are adequate public facilities to service the proposed use and complies with Section 17.24 Concurrency Management of the Code.
- b. There is adequate fire protection to service the proposed use.

- c. Ingress and egress to Property and proposed structures are adequate with reference to automotive and pedestrian safety, traffic flow and control, provision of services, and access in case of fire or catastrophe.
- d. Off-street parking areas are adequate with conditions imposed, with attention to automotive and pedestrian safety, traffic flow and control, access in case of fire or catastrophe, convenience to the units it is designed to serve, and landscaping for the buffering of abutting property where applicable.
- e. Recreation and open spaces are adequate, with attention to the location, size and development of the areas in regard to their adequacy, their effect on privacy of adjacent living areas, and their relationship to community wide open spaces and recreation facilities.
- f. Density of development is adequate, within the framework of the permitted density.
- g. General character and compatibility are adequate, with reference to ensuring the proposed development will be designed so as not to cause substantial depreciation of property values or reduce the safety, light and general convenience of neighboring developments.
- h. The environmental impact of the development is acceptable on the total land area of the Property including how development will affect protected species, wetlands, surficial aquifer recharge areas, physical features, and natural resources.
- i. Renderings, architectural elevations, or photographs of the proposed development are adequate.
- j. Water and sewer improvements are in accordance with standards and specifications of the City.
- k. The Final Development Plan provides for dedication of the necessary rights-of-way.

**SECTION 3. FINAL DEVELOPMENT PLAN APPROVAL WITH CONDITIONS.**

The Final Development Plan dated June 2023 prepared by MBV Engineering, Inc. as signed by the Mayor on \_\_\_\_\_, 2023 and maintained on file in the Community Development Department and City Clerk's office is approved. The following conditions shall apply.

- 1) The use, occupancy, development, phasing or redevelopment of the Property shall be limited to and in accordance with the Final Development Plan attached as Exhibit "B", and by this reference made a part hereof. Where specific provisions in this Resolution or in the Land Development Code are not addressed on the Final Development Plan, the specific provisions of this Resolution or in the Land Development Code shall apply to the development of the Property.
- 2) Before commencement of development, the Applicant shall obtain all Federal, State, County and Local permits as may be applicable to any new development, redevelopment, or use of the Property and to continuously keep such permits current and in good standing. Issuance of this development order by the City does not create any right on the part of the Applicant to obtain a permit from a Federal, State, County or Local agency and does not create any liability on the

part of the City for issuance of a development order if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a Federal, State, County or Local agency or undertakes actions that result in a violation of Federal, State, County or Local law. See Section 166.033 F. S.

- 3) After the first year following the issuance of a Certificate of Occupancy or a final inspection for the improvements, the City Council shall have the authority to hold hearings at any time, upon notice to the Applicant and the property owner, to review the activity for compliance with all conditions and requirements of approval and all applicable ordinances and resolutions of the City. If the land use of the Property is not in compliance with the use specified in the approved Planned Development and the conditions in this Resolution, the City Council may amend the Conditions of Approval, terminate the Planned Development Permit or refer the matter to the Code Enforcement Special Master as a code violation for other sanctions as deemed appropriate.
- 4) All public or private improvements required under the terms of this Resolution shall be constructed at the expense of and by the Applicant as approved by the City.
- 5) The Applicant shall obtain all necessary permits, deeds, easements or other legal instruments as required to construct all necessary public or private improvements.
- 6) If the parking, vehicular access or unpaved status of the site or access roadway are determined by the City, at its sole discretion, to be inadequate to serve the demand generated by the use of the Property, the Applicant shall be required to submit an application for a site construction plan to provide additional legal parking, modify vehicular access areas, within sixty (60) days of receiving written notice from the City. If said additional legal parking, modified vehicular access areas or paving of the access roadway cannot be provided, the use of the Property and occupancy of the structure shall be restricted commensurate with the available parking, vehicular access, and unpaved nature of the site to support such use.
- 7) Relief from the following Sections of the Land Development Code are approved until major redevelopment or the occurrence of the stated activity as determined by the City:
  - A. Section 7.9.A.2, Sidewalks, bicycle facilities and multi-use-paths- waive multi-use path along the access roadway to the site and 98<sup>th</sup> Avenue or payment of \$14,960 for both sidewalks in lieu thereof until such time as a non-governmental site plan approval occurs on site or until 26<sup>th</sup> Street is paved or widened, whichever occurs first; and
- 8) For calculating any time periods required by this Resolution, the first day shall start on the effective date of this Resolution.
- 9) The Applicant shall provide an electronic as-built plan to the City within ninety (90) days of completion of the Project in a form acceptable to the City.
- 10) A violation of any of the conditions or requirements of approval shall constitute a code violation subject to enforcement through the Code Enforcement Special Master, unless a different remedy is specifically provided in any such condition or requirement, in which case such different remedy shall supersede this provision or be in addition to code enforcement action.

**SECTION 4. 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 5. 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 6. EFFECTIVE DATE.** This Resolution shall take effect concurrently with the effective date of Ordinance No. 2023-28. If Ordinance No. 2023-28 does not become effective, this Resolution shall automatically become void and of no further force or effect.

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 \_\_\_\_\_, 2023.

CITY OF FELLSMERE, FLORIDA

\_\_\_\_\_  
Joel Tyson, Mayor

ATTEST:

\_\_\_\_\_  
Maria Suarez-Sanchez, CMC, City Clerk

HEREBY CERTIFY that Notice of the public hearings on this Resolution was published in the Press Journal, as required by the Land Development Code, that the foregoing Resolution was duly passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and the first reading was held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and the second reading and public hearing was held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Maria Suarez-Sanchez, CMC, City Clerk

**EXHIBIT "A"**  
**TO**  
**RESOLUTION NO. 2023-50**

LEGAL DESCRIPTION

# Sketch and Legal Description for: INDIAN RIVER COUNTY

## Legal Description

BEING A PARCEL OF LAND LYING IN THE SOUTHWEST ONE QUARTER OF SECTION 34, TOWNSHIP 32 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL ALSO BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 1612, PAGE 1824, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 361.50 FEET, OF THE SOUTH 491.50 FEET, OF THE EAST 361.50 FEET, OF THE WEST 461.50 FEET OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 34, TOWNSHIP 32 SOUTH, RANGE 38 EAST.

CONTAINING 130,680 SQUARE FEET, (3.00 ACRES) MORE OR LESS

## Surveyor's Notes

- 1). THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED WITH THE BENEFIT OF A BOUNDARY SURVEY PREPARED BY CARTER ASSOCIATES, INC., PROJECT NO. 01-580S, DATED AUGUST 15, 2001.
- 2). THIS LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS:
  - (A) PROVIDED IN ITS ENTIRETY CONSISTING OF 2 SHEETS, WITH SHEET 2 SHOWING THE SKETCH OF DESCRIPTION.
  - (B) REPRODUCTIONS OF THE DESCRIPTION AND SKETCH ARE SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

## Certification

(NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL  
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)


## Legend and Abbreviations

I.R.F.W.C.D. = INDIAN RIVER FARMS  
WATER CONTROL DISTRICT

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SKETCH AND LEGAL IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR SURVEYS SET FORTH BY THE FLORIDA PROFESSIONAL BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 6J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES.

10-6-23  
DATE OF SIGNATURE

  
DAVID W. SCHRYVER  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4864

This is not a Boundary Survey

AGENCY: <b>INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.</b>	
DATE: <b>09/22/2021</b>	DRAWN BY: <b>R. INGLET</b>
SCALE: <b>N/A</b>	APPROVED BY: <b>D. SCHRYVER</b>
SHEET: <b>1 OF 2</b>	JOB NO: <b>IRC-3051</b>

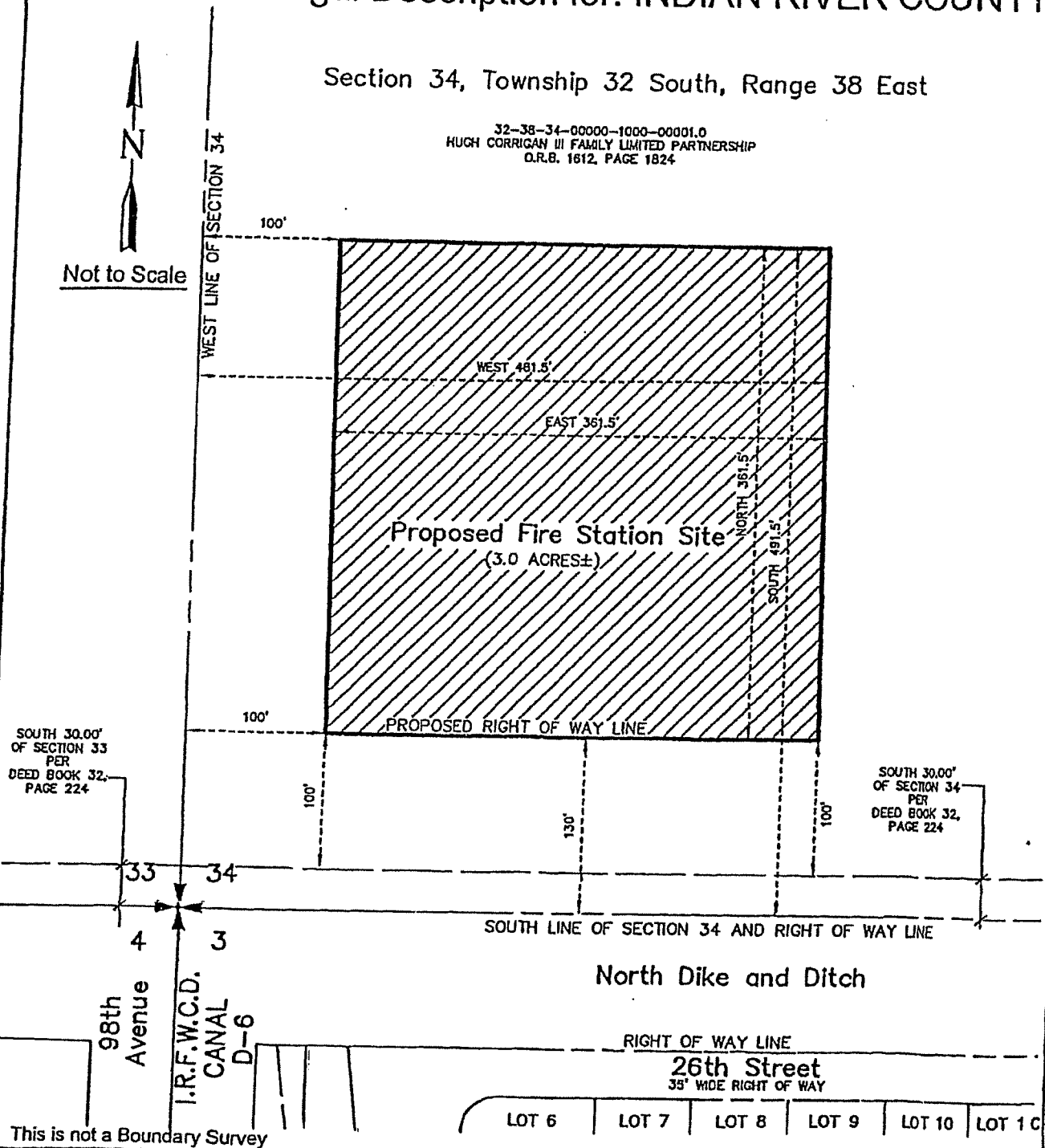
Sketch and Legal Description  
for:  
**INDIAN RIVER COUNTY**



# Sketch and Legal Description for: INDIAN RIVER COUNTY

Section 34, Township 32 South, Range 38 East

32-38-34-00000-1000-00001.0  
HUGH CORRIGAN III FAMILY LIMITED PARTNERSHIP  
O.R.B. 1612, PAGE 1824



AGENCY: INDIAN RIVER COUNTY, FL  
PUBLIC WORKS DEPT./ENGINEERING DIV.

DATE: 09/22/2021 DRAWN BY: R. INGLET

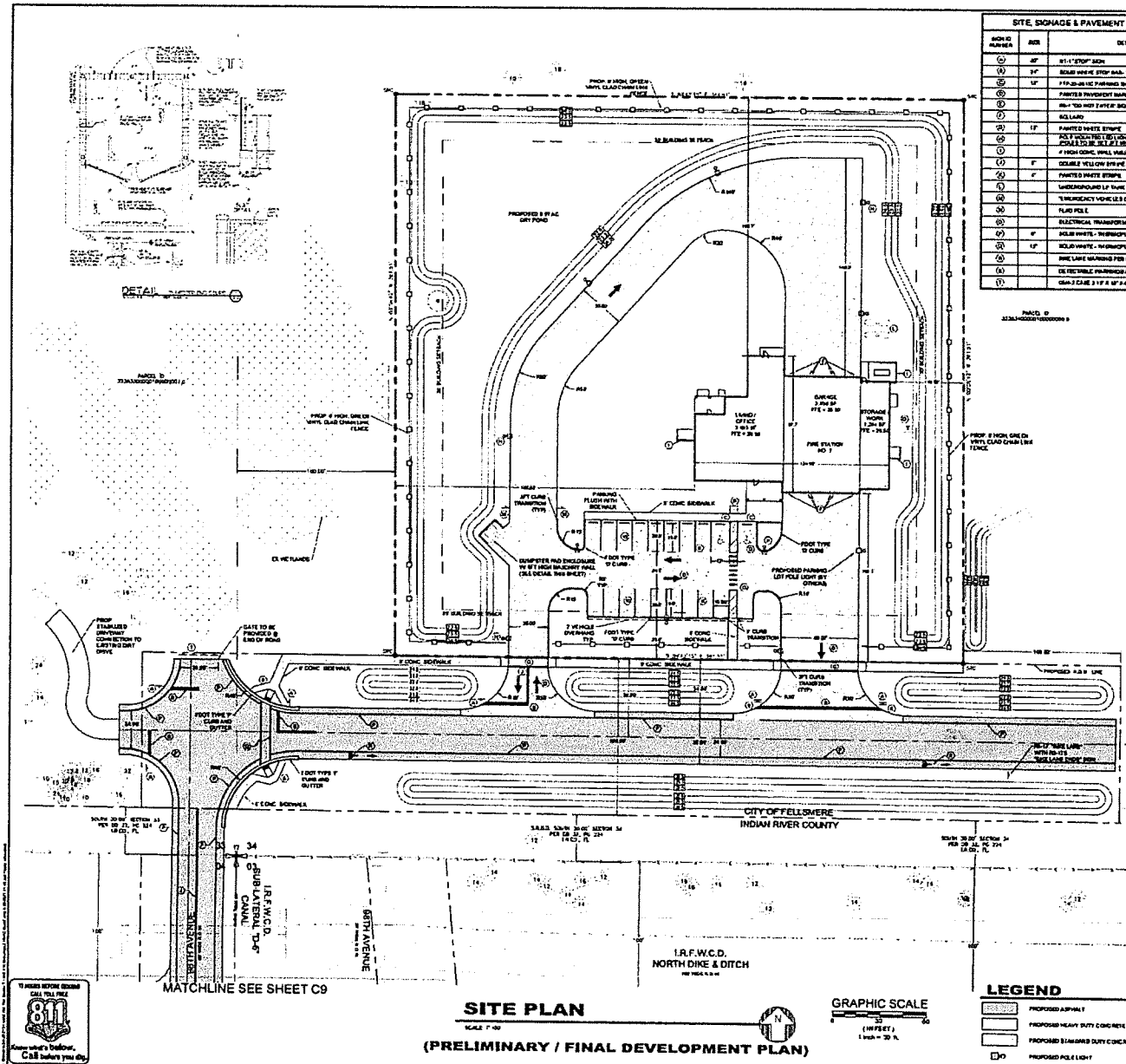
SCALE: N/A APPROVED BY: D. SCHRYVER

SHEET: 2 OF 2 JOB NO: IRC-3051

Sketch and Legal Description  
for:  
INDIAN RIVER COUNTY

11-15-2023

**EXHIBIT "B"**  
**TO**  
**RESOLUTION NO. 2023-50**  
**FINAL DEVELOPMENT PLAN**



SITE, SKIWAY & PAVEMENT MARKING SCHEDULE		
SKID NUMBER	SKID	DESCRIPTION / NOTES
(1)	10"	11" x 12" TOP SIGN
(2)	14"	ROAD WORK STOP MARK, THERMOPLASTIC
(3)	14"	14" x 14" STOP SIGN
(4)	14"	PAINTED PAVEMENT MARKINGS PER FIRST FIELD OF PLAN
(5)	14"	14" x 14" STOP SIGN
(6)	14"	PAINTED WHITE STOP
(7)	14"	PAINTED WHITE STOP
(8)	14"	PAINTED WHITE STOP
(9)	14"	PAINTED WHITE STOP
(10)	14"	PAINTED WHITE STOP
(11)	14"	PAINTED WHITE STOP
(12)	14"	PAINTED WHITE STOP
(13)	14"	PAINTED WHITE STOP
(14)	14"	PAINTED WHITE STOP
(15)	14"	PAINTED WHITE STOP
(16)	14"	PAINTED WHITE STOP
(17)	14"	PAINTED WHITE STOP
(18)	14"	PAINTED WHITE STOP
(19)	14"	PAINTED WHITE STOP
(20)	14"	PAINTED WHITE STOP
(21)	14"	PAINTED WHITE STOP
(22)	14"	PAINTED WHITE STOP
(23)	14"	PAINTED WHITE STOP
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(58)	14"	PAINTED WHITE STOP
(59)	14"	PAINTED WHITE STOP
(60)	14"	PAINTED WHITE STOP
(61)	14"	PAINTED WHITE STOP
(62)	14"	PAINTED WHITE STOP
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(68)	14"	PAINTED WHITE STOP
(69)	14"	PAINTED WHITE STOP
(70)	14"	PAINTED WHITE STOP
(71)	14"	PAINTED WHITE STOP
(72)	14"	PAINTED WHITE STOP
(73)	14"	PAINTED WHITE STOP
(74)	14"	PAINTED WHITE STOP
(75)	14"	PAINTED WHITE STOP
(76)	14"	PAINTED WHITE STOP
(77)	14"	PAINTED WHITE STOP
(78)	14"	PAINTED WHITE STOP
(79)	14"	PAINTED WHITE STOP
(80)	14"	PAINTED WHITE STOP
(81)	14"	PAINTED WHITE STOP
(82)	14"	PAINTED WHITE STOP
(83)	14"	PAINTED WHITE STOP
(84)	14"	PAINTED WHITE STOP
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(90)	14"	PAINTED WHITE STOP
(91)	14"	PAINTED WHITE STOP
(92)	14"	PAINTED WHITE STOP
(93)	14"	PAINTED WHITE STOP
(94)	14"	PAINTED WHITE STOP
(95)	14"	PAINTED WHITE STOP
(96)	14"	PAINTED WHITE STOP
(97)	14"	PAINTED WHITE STOP
(98)	14"	PAINTED WHITE STOP
(99)	14"	PAINTED WHITE STOP
(100)	14"	PAINTED WHITE STOP

[illegible][illegible]

ZONING DATA		
PERMIT NO.	121000	PERMIT DATE
LOT SIZE	36161 SF	LOT AREA SF
LOT WIDTH	36161	
BUILDING SETBACK		
FRONT	0	SIDE SF
SIDE (S)		REAR SF
SIDE (W)		REAR (W)
REAR		REAR (W)
BUILDING COVERAGE	0.00%	5.50%
OPEN SPACE	100%	94.50%
BUILDING HEIGHT	0 MAX	37

**PARKING DATA**  
 PARKING REQUIRED (PER REQUEST) = 2 SP / 100 SP  
 4.5 SP / 2,250 SP = 17.66 SPACES @ 16 SPACES  
 PARKING PROVIDED = 30 SPACES TOTAL  
 3 MANICULATED SPACES  
 18 STANDARD SPACES

**TRAFFIC STATEMENT**  
 PG 8, PPL 10TH EDITION  
 (4) TYPE AND MEASURE STATION  
 0.5 SP / 250 SP @ 50 SP = 5.13 SP @ 50 SP = 0 SP (TOTAL) 1 ENTRY, 2 EXIT

**WATERAGE STATEMENT**

THE FIRE STATION PARCEL WILL COLLECT FIVE CUBITS OF FORTHWORTHEN RUNOFF VIA THE PROPOSED CATCH BASIN AND STEAM PIPING FROM THE WAREHOUSE IT WILL BE ADJUSTED TO THE PROPOSED DRY DETENTION POND. THE DRY POND WILL BE DESIGNED TO ACCOUNT FOR THE RETAINED WATER QUANTITY CLARITY THAT THEY IN ACCORDANCE WITH THE BURNING AND CITY OF FFLS ARE THE PRELIMINARY PRIOR TO CUTALL

**PLACED ZONE**

THE HERZOG DECEASED PROPERTY APPEARS TO LIE WITHIN FLOOD ZONE IV. AREAS DEEMED TO BE OUTSIDE THE 2% ANNUAL CHANCE FLOODPLAIN AND FLOOD ZONE II. SPECIAL FLOOD HAZARD AREAS SUBJECT TO DAMAGE FROM THE 1% ANNUAL CHANCE FLOOD. NO BASE FLOOD ELEVATION DETERMINED AS SHOWN ON FLOOD INSURANCE RATE MAP BYING HANDELA LINDEN GIZARD, CHANDLER 1001 W. PALMER, 1023. AS PART OF THE FLOOD INSURANCE RATE DECEMBER 4, 2013, MAP INDEX DATE DECEMBER 4, 2013, AND FLOOD INSURANCE RATION OF THE PUBLIC RECORDS WAS BEEN PERFORMED, THERE MAY BE ADDITIONAL MAP AMENDMENTS AFFECTING THIS PROPERTY.

**WASTEWATER SOURCE**  
NEWMARKET COUNTY UTILITIES

**POTABLE WATER SOURCE**  
NEWMARKET COUNTY UTILITIES

[illegible]

JOB NO	210641		
DE-EMBED	TY		
DRAWN	BS		
DATE	JUNE 2021		
CHECKED	AR		
DATE ISSUED	05/10/2021		
		REVISIONS	DATE
		1	07/01/2021
		2	
		3	
		4	
		5	
		6	
		7	
		8	

**MBV**  
ENGINEERING, INC.  
ENGINEERING PLANNING & CONSULTING  
CONSULTING ENGINEERING 14-01770  
14000 14th Street  
Suite 1400  
San Diego, CA 92161  
619/591-1400  
FAX 619/591-1401  
www.mbveng.com


# SITE PLAN RELIMINARY / FINAL DEVELOPMENT PLAN

IN #7  
FLORIDA

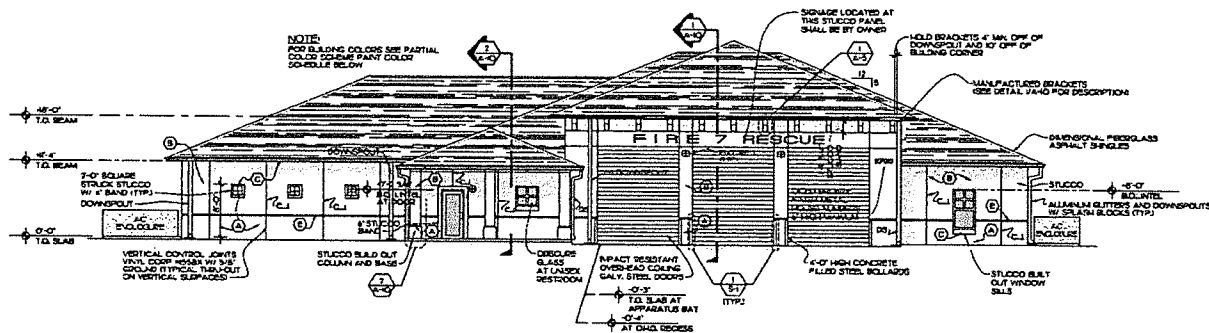
E FIRE STATIC  
LSMERE FINAL  
DMENT &  
RUCTION PLAN

THE RESCUE  
OF FELLS  
DEVELOP  
THE CONST  
LAME RE

IRC FIF	CIT	SIT	CITY OF FELL
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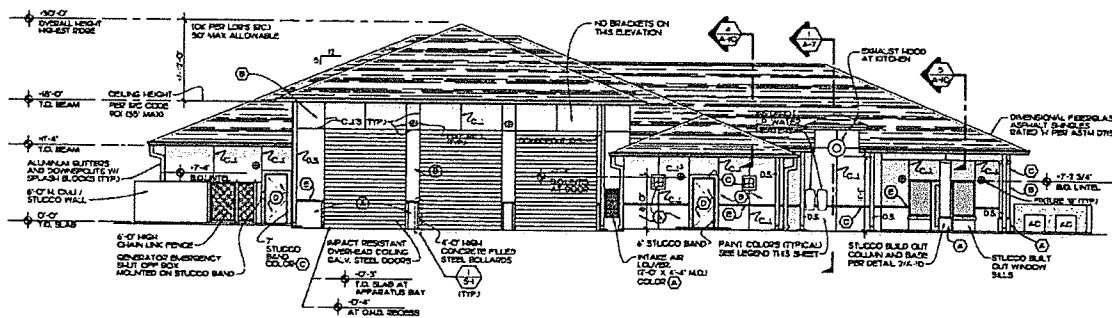


FLORIDA  
PROFESSIONAL ENGINEER  
AARON D. STANTON  
FL. P.E. #77460 02/1/13  
SHEET  
C5  
21-0402



FRONT ELEVATION

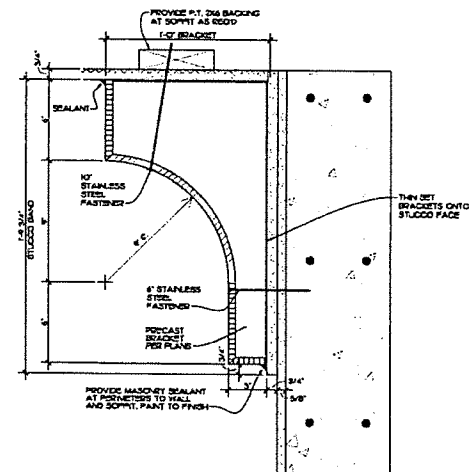
SCALE: 1/8" = 1'-0"



REAR ELEVATION

SCALE: 1/8" = 1'-0"

NOTE:  
ALL CONTROL JOINT INTERSECTIONS SHALL BE SET INTO  
SEALANT AND SEALANT SHALL BE EXTENDED 2\"/>



DETAIL

SCALE: 3/4" = 1'-0"

GENERAL NOTE:  
WALLS UTILIZING LIGHTWEIGHT FOAM BRACKETS, BRACKETS  
WITH 6\"/>

LIGHT FIXTURE MOUNTING HEIGHTS

1' WALL PACKS AT APPARATUS BAY +15'-0" AFF. ON REAR  
ELEVATION AND 11'-6" ON FRONT ELEVATION.  
12' WALL PACKS AT INTERIORS +17'-0" AND 9'-2" AFF.

NOTE:  
HEIGHTS SHOWN ARE TO BOTTOM OF J-BOX ROUGH-IN.  
9'-2" AT DOOR TO ELECTRICAL EQUIPMENT ROOM.

PAINT COLOR SCHEDULE

- ① BM-H077 BASE STUCCO COLOR
- ② BM-H095 STUCCO FIELD COLOR
- ③ BM-H06 STUCCO TRIMS / BUILD OUTS /  
BRACKETS / FASCIA
- ④ BM-H574 SILLINGS / SHUTTERS / STEEL  
DOORS / FRAMES
- ⑤ PAINT STUCCO RECESS 820

BM = BENJAMIN MOORE #5

EDLUND - DITENBAS - BINKLEY  
ARCHITECTS AND ASSOCIATES, P.A.  
2000 N. 10TH AVE. SUITE 100  
DENVER, CO 80202  
PHONE: (772) 889-4330



SCALE

PROJECT: STATION #7

FOR: INDIAN RIVER COUNTY FIRE DISTRICT  
1000 1ST STREET  
VERO BEACH, FL 33406

NO.	DATE	REVISION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

© MAY 2010  
THIS DRAWING IS THE PROPERTY OF EDLUND - DITENBAS - BINKLEY ARCHITECTS AND ASSOCIATES, P.A. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF EDLUND - DITENBAS - BINKLEY ARCHITECTS AND ASSOCIATES, P.A.

GRAPHIC NO. 00000000  
DATE: 10 MAY 2009  
BY: JMB  
CHECKED: JPB

SHEET NO.  
**A-5**  
OF FIFTY-ONE

**City of Fellsmere City Council**

**Agenda Request Form**

Meeting Date: November 16, 2023

Agenda Item No. 12 (g)

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING                      | <input type="checkbox"/> RESOLUTION            |
| <input type="checkbox"/> Ordinance on Second Reading         |  |
| <input type="checkbox"/> Public Hearing                      | <input checked="" 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:** Approval of Loan Documents from Marine Bank for Purchase of City Vehicles/Rolling Stock

**RECOMMENDED MOTION/ACTION:** Approval

Approved by City Manager *Maureen F. ...* Date: 11-8-23

<b>Originating Department:</b> Finance	Costs: \$ 300,000 Funding Source: Various, different funds	<b>Attachments: Promissory Note, Loan Agreement, Cooperation Agreement, Closing Statement, ACH Authorization</b>
Department Review: [X] City Attorney _____ [ ] Comm. Dev. _____	[X] Finance _____ [ ] City Engineer _____ [ ] FPD _____	[ ] Public Works _____ [X] City Clerk _____ [X] City Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ [X] 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:**

In the past the City has financed the purchase of City Vehicles/Rolling Stock through a loan with Marine Bank, our depository bank. This year, management wishes to finance the planned vehicle/rolling stock purchases with a new loan, at an interest rate of 7.7%. While this rate is much higher than in the past, it is indicative of the current interest rates being charged for secured mortgages. This loan would be an unsecured loan, since the City is not allowed by law to pledge assets as collateral.

Staff recommends approval of the agenda item and authorize the Mayor to sign on behalf of the City.

# ACH AUTHORIZATION TO DEBIT ACCOUNT FOR PAYMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$300,000.00	11-29-2023	08-29-2030	48033570			TH	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** City of Fellsmere  
22 S Orange Street  
Fellsmere, FL 32948

**Lender:** Marine Bank & Trust Company  
Sebastian Office  
1020 US Highway 1  
Sebastian, FL 32958  
(772) 589-4494

**Account Holder:** City of Fellsmere  
22 S Orange Street  
Fellsmere, FL 32948

**LOAN TYPE.** This is a Fixed Rate (7.700% initial rate) Nondisclosable Loan to a Government Entity for \$300,000.00 due on August 29, 2030.

**AUTHORIZATION.** Account Holder authorizes Marine Bank & Trust Company ("Lender") to electronically debit the account described below ("Account") (and, if necessary, electronically credit the account to correct erroneous debits) as follows in connection with the loan or line of credit described above ("Obligation"):

**ACCOUNT.** Beginning on November 29, 2023, and on the remaining payment dates described in the Payment Schedule, Lender is authorized to debit the Account in the amounts shown in the Payment Schedule.

**Account Type:** Demand Deposit - Checking

**Depository Institution:** Marine Bank & Trust Company

**Routing Number:** 067014246

**Account Number:** \_\_\_\_\_

**RECURRING PAYMENT SCHEDULE.** Debits will be made according to the following Payment Schedule:

Stream	No. of Pmts	Amount	Due	F/V	Index	Margin	Rate
1	9	Interest	Monthly beginning 12-29-2023	F			7.700
2	71	\$5,232.21	Monthly beginning 09-29-2024	F			7.700
3	1	\$5,232.06	One Payment beginning 08-29-2030	F			7.700

If payments vary in amount, Account Holder has the right to receive notice from Lender ten (10) calendar days prior to the date on which the debit is to be made to the Account, however, Account Holder agrees that such notice will be required only if the debit exceeds any payment amounts under the terms of the Payment Schedule as stated above and as may be modified from time to time.

**PAYMENT DUE DATE/INSUFFICIENT FUNDS.** If the payment due day falls on a date that Lender does not process payments, the payment will be deducted on the next day that Lender does process payments. If the Account does not have sufficient funds, Lender may attempt, but shall have no obligation to continue to attempt to deduct the payment from the Account. If the Account has insufficient funds when Lender attempts to deduct a payment, Lender may terminate the automatic deduction of payments upon notice to Borrower and Account Holder. Until such time as payment is made, Borrower shall be responsible to make such payment, and all other payments that may be due on the Obligation.

**CANCELLATION.** Account Holder understands that this authorization will remain in full force and effect until cancelled by me, Borrower or Lender upon written notice. If Account Holder or Borrower wish to cancel this Authorization the party requesting cancellation will notify Lender at least 15 days prior to the next scheduled payment date.

BORROWER AND ACCOUNT HOLDER HAVE READ AND AGREE TO THE TERMS SET FORTH ABOVE AND ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS AUTHORIZATION.

**BORROWER:**

CITY OF FELLSMERE

By: \_\_\_\_\_  
Joel Tyson, Mayor of City of Fellsmere

**ACCOUNT HOLDER:**

CITY OF FELLSMERE

By: \_\_\_\_\_  
Joel Tyson, Mayor of City of Fellsmere

**MARINE BANK & TRUST COMPANY**  
**CLOSING STATEMENT**

Closing Statement for loan in the amount of **\$300,000.00** from **MARINE BANK & TRUST COMPANY** ("BANK") to the **CITY OF FELLSMERE** ("BORROWER") dated November \_\_, 2023.

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Loan Origination Fee	\$ --00—(WAIVED)
Document Preparation Fee	\$300.00
NET SUMS DUE FROM BORROWER:	<u>\$300.00</u>

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**"BORROWER"**

**CITY OF FELLSMERE, a Florida municipal corporation**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"BANK"**

**MARINE BANK & TRUST COMPANY**

BY: \_\_\_\_\_  
**TORI HUME, Vice President**



## COOPERATION AGREEMENT

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 **\$300,000.00** (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.

## “AFFIANT”

**CITY OF FELLSMERE, a Florida municipal corporation**

**JOEL TYSON, Mayor**

STATE OF FLORIDA )  
COUNTY OF )

**SWORN TO AND SUBSCRIBED BEFORE ME** on this **November \_\_\_\_ 2023**, a Notary Public, by means of   physical presence or by online notarization, by \_\_\_\_\_  , **as Affiant and also being a Mayor of CITY OF FELLSMERE, a Florida municipal corporation**, I further state that I am familiar with the identity of the aforesaid person or have examined the current driver's license or passport of said person and have thus 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 **November \_\_\_\_\_, 2023** by and between **CITY OF FELLSMERE, a Florida municipal corporation**, whose address is 22 Orange Street, Fellsmere, FL 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").

#### **W I T N E S S E T H:**

**WHEREAS**, BANK has made a loan to BORROWER this date in the amount of \$300,000.00 (hereinafter referred to as the "loan 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 and security 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 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 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 any 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 September 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 RELATED TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 22 S. ORANGE STREET, FELLSMERE, FLORIDA 32948, (772) 646-6301, [CITYCLERK@CITYOFFELLSMERE.ORG](mailto: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 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 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 custom 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 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 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 November \_\_\_\_, 2023.

**“BANK”**

**MARINE BANK & TRUST COMPANY**

By: \_\_\_\_\_  
**TORI HUME, Vice President**

**“BORROWER”**

**CITY OF FELLSMERE, Florida municipal corporation**

By: \_\_\_\_\_  
**JOEL TYSON, Mayor**

**MARINE BANK & TRUST COMPANY**  
**PROMISSORY NOTE**

U.S. \$300,000.00

Vero Beach, Florida  
November \_\_, 2023

**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 **THREE HUNDRED THOUSAND and NO/100 (\$300,000.00) DOLLARS OF THE UNITED STATES OF AMERICA**, together with interest thereon on all sums advanced from the date hereof, at the fixed rate of 7.70% 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 December \_\_, 2023 and through and until the payment due of August \_\_ 2024, Borrower shall make interest only payments to Holder at the rate set forth above. Thereafter, Effective as of and commencing on September \_\_ 2024 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 in the amount of FIVE THOUSAND, TWO HUNDRED, THIRTY-TWO DOLLARS AND 21/100 (\$5,232.21).

All remaining sums of principal and accrued interest shall become immediately due and payable in full on **August \_\_, 2030** (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 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 payment 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 Holders' 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, and 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.**

**City Council**  
**Agenda Request Form**

Meeting Date: November 16, 2023

Agenda Item No. 12(h)

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

**SUBJECT:** *Holiday Lighting on FPL Light Pole Policy Change*

**RECOMMENDED MOTION/ACTION:** *Approve FPL Street Light Pole Attachment Agreement for holiday decorations.*

**Approved by City Manager** Mark Mather **Date:** 11/09/23

<b>Originating Department:</b> City Clerk	Costs: N/A  Acct. #	<b>Attachments:</b> 1. Agreement 2. Holiday Outdoor Décor Quote Lease(Exhibit "A")
<b>Department Review:</b> <input checked="" type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
<b>Advertised:</b> 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 _____:  Please initial one.

Submittal information: Council meets on the first and third Thursdays 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:** Beginning 2021 holiday season, FPL has a new policy change on FPL owned Light Poles. Customers will no longer be able to install illuminated decorations, but customers will be allowed to install non-illuminated decorations (banded at a height of 12-15 foot above grade) on light or distribution poles with an executed Pole Attachment Agreement for Holiday Decorations. The City of Fellsmere is working with Holiday Outdoor Decor and they have agreed to install the decorations but will not be connecting to power.

## **STREET LIGHT POLE ATTACHMENT AGREEMENT FOR HOLIDAY DECORATIONS ONLY**

THIS AGREEMENT is made this 16th day of November, 2023 between City of Fellsmere, a **Municipality** of the State of Florida, (hereinafter referred to as "Attachee") and Florida Power & Light Company (FPL), a Florida Corporation.

### **WITNESSETH:**

WHEREAS the Attachee has requested permission from FPL to attach holiday decorations to certain street light poles owned by FPL, which both parties understand to only apply to an FPL-owned pole with only street lights on it with no other electric equipment of any kind or type on it (hereinafter "street light poles"); and

WHEREAS FPL is willing to allow the temporary attachment of holiday decorations to certain FPL-owned street light poles under certain terms and conditions;

NOW THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, and other good and valuable consideration, FPL and the Attachee agree as follows:

### **I. GRANT OF PERMISSION AND DURATION OF ATTACHMENT**

- 1.01. FPL hereby grants permission to the Attachee to attach, at the sole expense to the Attachee and at no expense to FPL, holiday decorations consisting of **Exhibit "A"** to approximately **20** FPL street light poles which are located **along CR512 and Broadway St., Fellsmere, Florida**.
- 1.02. The Attachee shall attach such decorations in a manner satisfactory to FPL and provide FPL with the opportunity to inspect and approve the attachment before it is installed. The attachment shall in no manner effect the proper operation of the street lights or effect the ability of the street lights to illuminate the area they were intended to illuminate.
- 1.03. The Attachee shall make such attachments no earlier than November 1, 2022 and shall remove all such attachments no later than January 31, 2023.
- 1.04. The Attachee shall exercise all precautions during the attachment and agrees to warn its employees, agents, contractors, and invitees of the fact that the poles on which the decorations are to be attached contain high voltage electric wires and to inform such persons as to all necessary safety and precautionary measures as set forth in the National Electrical Safety Code and any other safety code which applies to such work, including use of PPE (personal protective equipment) which he or she must follow and use when working on or near the FPL street light poles.

### **II. FPL DISCLAIMERS AND RESERVATION OF RIGHTS**

- 2.01. The Attachee agrees that FPL shall have no liability for any damage to property or injury to persons or death arising out of or in any way caused by or arising out of the Attachee's use of FPL's street light poles pursuant to this Agreement.
- 2.02. FPL reserves the right to remove any decoration and/or fastening devices (and shall not be responsible for any damages to same) should FPL, in its sole judgment, determine that removal is necessary due to operating facility maintenance requirements. FPL shall have no obligation to re-install any decoration and/or fastening devices should removal be required.
- 2.03. FPL reserves the right to change or modify its existing facilities on any applicable FPL street light poles at any time during the term of this Agreement. If such changes or modifications render the poles unsuitable for use by the Attachee due to facilities requirements, FPL may remove or require removal of any decoration and/or fastening devices.

### **III. INDEMNITY AND INSURANCE**

- 3.01. The Attachee agrees to defend, indemnify and hold harmless FPL from any and all claims, liabilities, causes of action, attorneys' fees and costs, whatsoever resulting from or in connection with the Attachee's use of FPL's utility poles pursuant to this Agreement. Nothing contained herein is intended nor shall be construed to waive Attachee's rights and immunities pursuant to Section 768.28, Florida Statutes.

- 3.02. The Attachee agrees that it maintains a self-insurance fund which provides for liability coverage and is a qualified Self-Insurer as required by Florida Statutes. The Attachee warrants that such insurance is now and will be continuously in effect and shall provide proof of same to FPL upon request.
- 3.03. The Attachee shall furnish to FPL a certificate of self-insurance listing the required coverages within ten (10) working days of the execution of this Agreement by both parties.
- 3.04. The Attachee shall provide Worker's Compensation insurance in accordance with the laws of the State of Florida. The Attachee agrees to be responsible for the employment, control, and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- 3.05. If the Attachee hires a contractor for the installation and removal of decorations and/or fastening devices, the Attachee shall require its contractor to provide a broad form contractual indemnity covering FPL and general liability insurance, including broad form contractual liability coverage, with minimum limits of one million dollars (\$1,000,000) combined single limit per occurrence for Bodily Injury and Property Damage Liability, which shall insure required indemnity obligation. The Attachee shall require that contractor's policies be endorsed to be primary to any insurance maintained by or on behalf of FPL. The Attachee shall also require contractor to designate both Attachee and FPL as an additional named insured.

#### **IV. TERMINATION FOR CONVENIENCE.**

- 4.01. Either party may terminate this Agreement for its convenience at any time upon ten (10) calendar days' prior written notice to the other, without liability, penalty or obligation.

#### **V. NOTICES AND CORRESPONDENCE.**

- 5.01. All notice pertaining to or affecting the provisions of this Agreement shall be in writing and either delivered in person or via the United States mail, postage prepaid, addressed, or facsimile as follows:

As to FPL: Florida Power & Light Company

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As to Attachee: \_\_\_\_ City of Fellsmere\_\_\_\_

\_\_\_\_ 22 S. Orange St.\_\_\_\_

\_\_\_\_ Fellsmere, FL 32948\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the Parties have caused these presents to be duly executed the day and year first above written.

#### **FLORIDA POWER & LIGHT COMPANY**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

#### **ATTACHEE**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_ (Seal)

QUOTE

## Exhibit "A"



Company Address PO Box 4365  
Bethlehem, Pennsylvania 18018  
United States

Created Date 2/15/2023  
Expiration Date 5/31/2023  
Quote Number 00011918

Prepared By Jasmin Zuhr  
Email jzuhr@holidayoutdoordecor.com

Bill to Phone 772-646-6301  
Email cityclerk@cityoffellsmere.org

Bill To Name MARIA SUAREZ-SANCHEZ  
Bill To FELLSMERE CITY OF  
Fellsmere, Florida 32948-6740  
United States

Ship To Name MARIA SUAREZ-SANCHEZ  
Ship To FELLSMERE CITY OF  
FELLSMERE, Florida 32948-6740  
United States

Quote To United States  
HTH Referral

Ship To Phone 772-646-6301

Product Code	Product	Price	Quantity	Total Price
ANNUAL LEASE	Annual Lease	\$0.00	1.00	\$0.00
Lease-P126LED	8' FLAME CANDLE (LED)	\$181.00	5.00	\$905.00
LEASE-P-166LED	Toy Soldier With Bugle 38 lbs. ---LED P166LED	\$181.00	5.00	\$905.00
LEASE-P-121LED	Z-Tree 4 1/2 x 7 35 lbs. ---LED P121LED	\$181.00	5.00	\$905.00
LEASE-P-235LED	Stocking 4 1/2 x 8 34 lbs---LED P235LED	\$181.00	5.00	\$905.00
Surcharge-Fuel	Surcharge Fuel	\$25.00	1.00	\$25.00

Comments THREE (3) YEAR LEASE- 2022/2023/2024

Subtotal \$3,645.00  
Total Price \$3,645.00  
Grand Total \$3,645.00

## Lease Terms and Conditions

Holiday Outdoor Decor shall comply with the specifications above. All work shall be completed in a professional manner according to standard industry practices. Modifications to the above specifications may incur additional costs and will require an executed change order. Holiday Outdoor Decor shall not be responsible for any failure or delay caused by any reason beyond its control. Owner shall have sole responsibility to insure itself and its property against damages or injury. HOLIDAY OUTDOOR DECOR SHALL NOT BE LIABLE FOR ANY INDIRECT OR

Account Terms 2% March 3rd 2023 Net upon receipt

- Contract Price is per year
- Annual Lease, Installation, Removal, and Storage
- We do not do any electrical work, other than plugging into existing outlets. This also includes resetting GFCI breakers that pop due to moisture, rain or sprinklers
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)
- Applicable Sales Tax will be added to Final Invoice
- **Promo Deal: Additional 2% off with prepaid order**

## QUOTE ACCEPTANCE INFORMATION

Signature: Joel Tyson  
Name: Joel Tyson  
Title: Mayor 04/18/23

QUOTE



CONSEQUENTIAL DAMAGES RELATING TO THIS AGREEMENT, NOR SHALL IT BE LIABLE IN ANY WAY WHATSOEVER FOR DAMAGES UNLESS DIRECTLY CAUSED BY HOLIDAY OUTDOOR DECOR NEGLIGENCE OR MISCONDUCT. IN NO EVENT WILL HOLIDAY OUTDOOR DECOR BE LIABLE UNDER THIS AGREEMENT FOR ANY AMOUNT WHICH EXCEEDS THE VALUE OF THIS PROPOSAL.

For our complete Terms and Conditions, please click [here](https://holidayoutdoordecor.com/terms-conditions/) or visit <https://holidayoutdoordecor.com/terms-conditions/>

Account Terms 2% March 3rd 2023 Net upon receipt

- Contract Price is per year
- Annual Lease, Installation, Removal, and Storage
- We do not do any electrical work, other than plugging into existing outlets. This also includes resetting GFCI breakers that pop due to moisture, rain or sprinklers
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- Applicable Sales Tax will be added to Final Invoice
- **Promo Deal: Additional 2% off with prepaid order**

QUOTE ACCEPTANCE INFORMATION

Signature: Joel Tyson

Name: Joel Tyson

Title: Mayor 04/18/23

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

Meeting Date: June 16, 2022

Agenda Item No. 12(i)

☐ 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:** Review of 30% Plans for North Broadway Revitalization of Fellsmere's historic commercial corridor.

**RECOMMENDED MOTION/ACTION:** Discuss plans and provide directions if desired.

**Approved by City Manager** Mark Mathes **Date:** 11/09/23

<b>Originating Department:</b>	Costs: \$ 1,200,000 Funding Source: Grants & Infrs. Acct. #	<b>Attachments:</b> 30% Landscape Plans
Department Review: <input type="checkbox"/> City Attorney Warren Dill <input checked="" type="checkbox"/> Comm. Dev. _____	<input 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 _____
<b>Advertised:</b> 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 Thursdays 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 Staff directs the design of the plans for the North Broadway Revitalization, the 30% plan review is typically the best time to make major adjustments. Doing so after this point adds considerably to the cost of design the adjustments. Issues to review on the plans are:

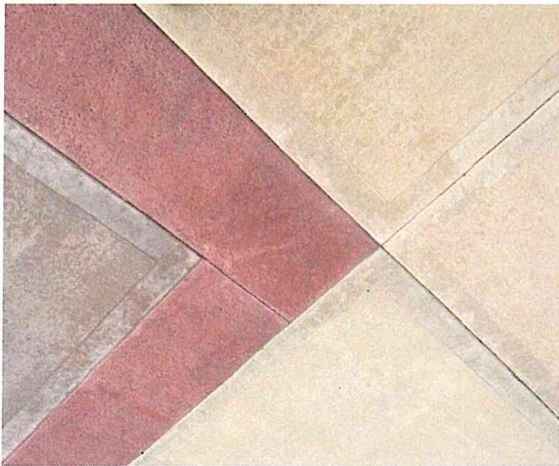
- Location of driveways (temporary vs. permanent)
- Location and design of on-street parking
- Location of crosswalks
- Landscape theme
- Side street parking design and future sidewalk easements

Other items to review that are not reflected on the plans as of yet but on the following pages are:

- Desired light levels
- Color of sidewalk
- Choice of amenities (benches, light standards, etc.)



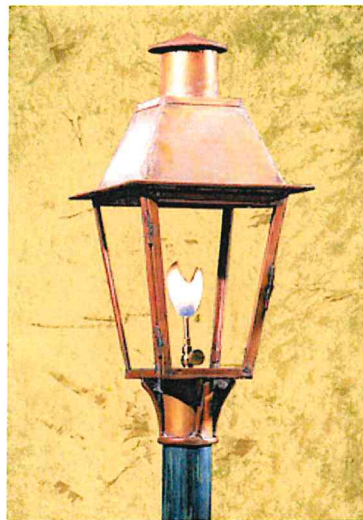
City of Fellsmere City Council  
Agenda Request Form - continued  
North Broadway Revitalization Plan Review



Color to match one of the options chosen for Old School Plaza – colors selected as they go with paver color at NY Ave.



Recommended to match pole



original selection



Octagon base poles to match historic profile. Do we want concrete or black?



City of Fellsmere City Council  
Agenda Request Form - continued  
North Broadway Revitalization Plan Review



Multiple options



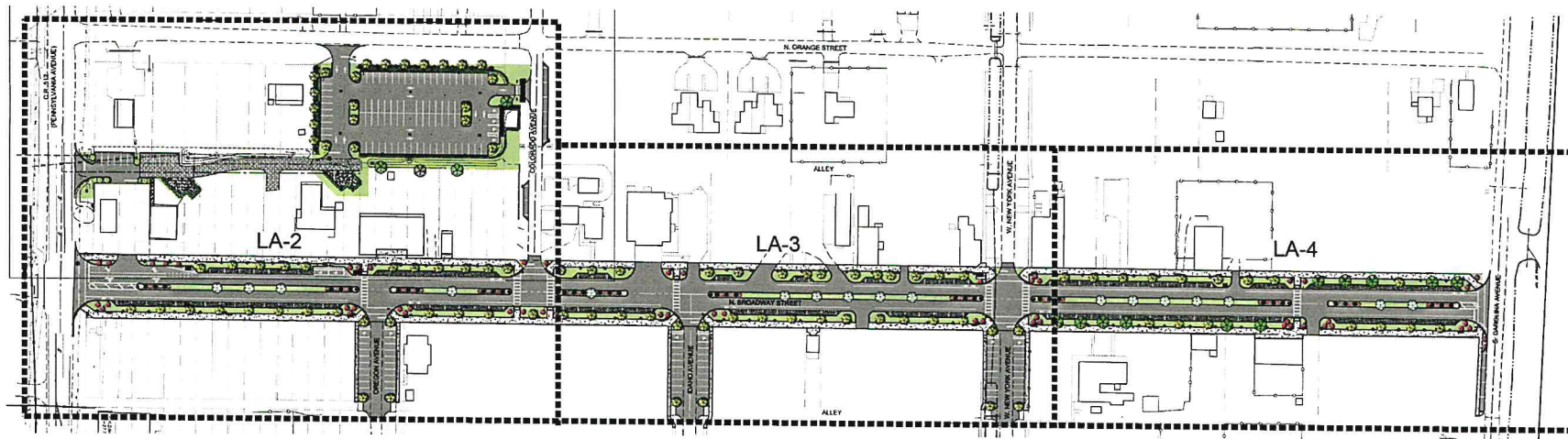
Multiple options
















original selection







#### Plant Schedule:

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	54	Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle Standard	45G	12' MIN. HT	6' W	STD, 6' CT, SP	Non-native	2.5" Caliper
	96	Quercus virginiana	Southern Live Oak	45G	12' HT	6' W	6' CT, SP	Native	2.5" Caliper
EXISTING TREES TO REMAIN	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	15	Quercus virginiana	Southern Live Oak	Existing to Remain				Native	VARIES 13"-19"
PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	17	Bismarckia nobilis 'Silver'	Silver Bismarck Palm	FG	16' CT, 22' OA		FH, SP	Non-native	
	36	Phoenix rupicola x roebelenii	Hybrid Cliff Date Palm	FG	6' CT, 12' OA		F, SP	Non-native	
	5	Sabal palmetto	Sabal Palm	FG	10'-18' CT		SLK, HC, SP	Native	
UNDERSTORY TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	14	Myrcianthes fragrans	Simpson's Stopper	25G	6' HT	4' W	ML, SP	Native	1.5" Caliper
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	224	Chrysobalanus icaco 'Redtip'	Red Tip Cocoplum	7G	36" HT	24" W	F	Native	
	65	Clusia guttifera	Small-Leaf Clusia	7G	48" HT	36" W	F	Non-native	
	80	Hamelia patens 'Calusa'	Native Firebush	3G	24" HT	18" W	F	Native	
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	611	Muhlenbergia capillaris	Pink Muhly Grass	1G	18" HT	12" W	F	Native	
	228	Raphiolepis indica 'Alba'	White Indian Hawthorn	3G	18" HT	12" W	F, SP	Non-native	
SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	TBD	Paspalum notatum	Bahia Grass	SOD			Free of Weeds and Pests	Florida Friendly	

#### General Landscape Notes:

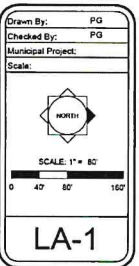
1. All plants shall conform to established nursery grades and standards, to be Florida No. 1 or better, and shall be free of disease and insects at the time of installation. Any plant material in shock must be replaced prior to issuance of a Certificate of Occupancy.
2. Turf grass shall be installed using solid sod and shall be either Bahia or St. Augustine sod.
3. All landscape areas other than sod will be provided a mulch cover of at least three (3) inches. Cypress mulch shall not be used.
4. All existing exotic invasive plant material to be removed from site.
5. All existing trees shown on this plan are to be preserved with a suitable protective barrier, constructed of metal, wood, safety fencing, or other durable material, and shall be placed around the tree's critical root zone. See detail on sheet LA-6.
6. Root Barrier shall be installed on all proposed & existing canopy trees located between the proposed sidewalk & proposed back of curb as well as trees located in interior parking landscape islands; see detail.
7. All new landscaping shall be provided with 100% irrigation coverage through the establishment period, not less than 1-year. Irrigation source TBD.

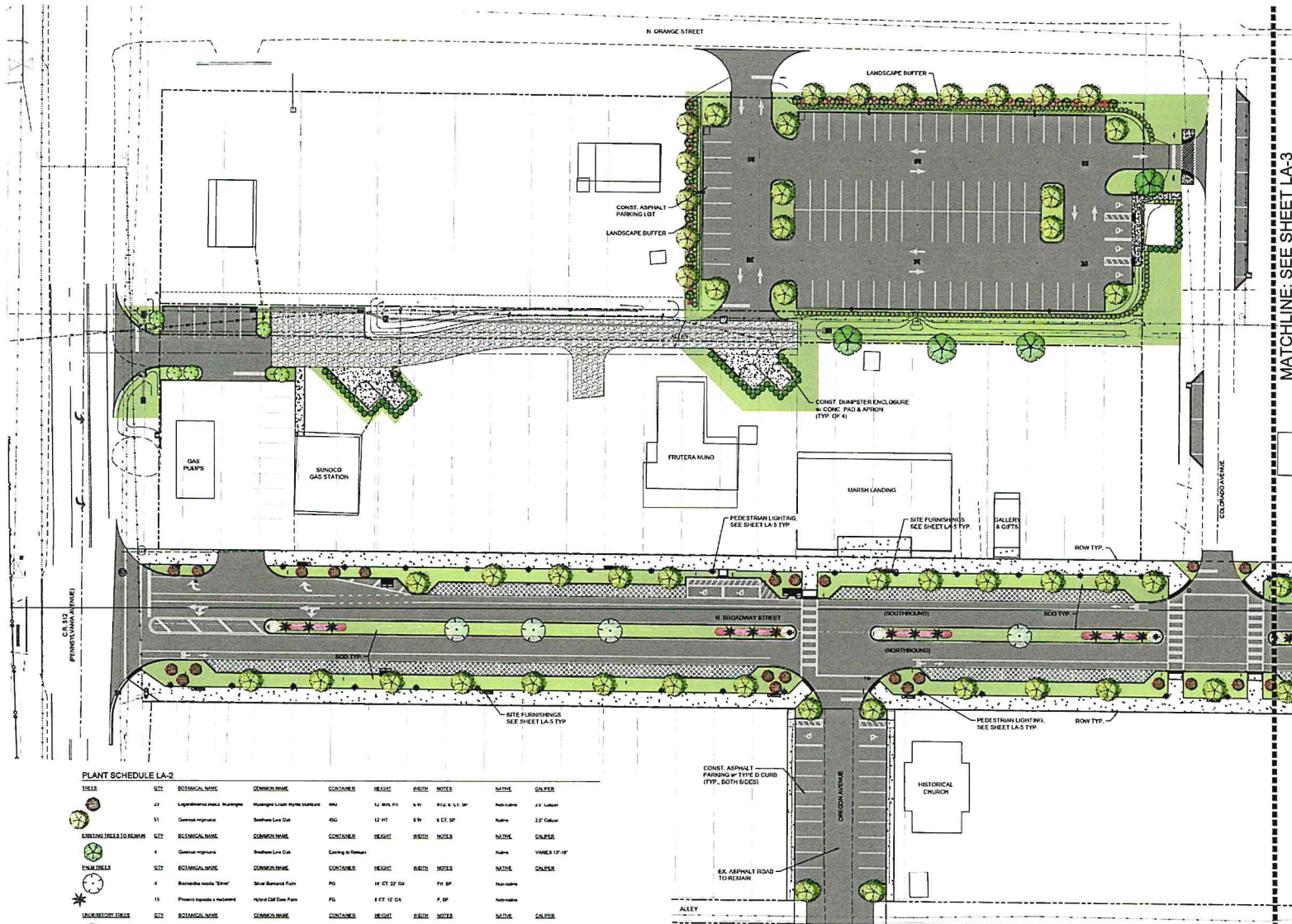
#### DRAWING INDEX:

- LA-1: KEY SHEET & LANDSCAPE SCHEDULE
- LA-2-LA-4: LANDSCAPE PLANS
- LA-5: SITE FURNISHING, PEDESTRIAN LIGHTING, PLANT IMAGES, & LANDSCAPE SECTION
- LA-6: LANDSCAPE DETAILS & SPECIFICATIONS



Date	Issued	Description
09.15.23	PG	30% Plans





PLANT SCHEDULE LA-2

SYMBOL	QTY	SCIENTIFIC NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CULTURE
1	25	Ligustrum lucidum	Manzanillo	450	12' Ht.	6' W.	12' Ht. x 6' W.	Non-native	2.5' Caliper
2	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
3	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
4	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
5	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
6	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
7	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
8	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
9	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
10	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
11	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
12	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
13	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
14	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
15	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
16	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
17	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
18	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
19	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
20	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
21	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
22	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
23	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
24	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
25	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
26	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
27	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
28	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
29	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
30	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
31	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
32	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
33	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
34	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
35	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
36	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
37	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
38	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
39	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
40	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
41	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
42	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
43	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
44	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
45	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
46	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
47	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
48	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
49	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper
50	50	Quercus virginiana	Southern Live Oak	450	12' Ht.	6' W.	6' Ht. x 6' W.	Native	2.5' Caliper

Project Team

Landscape Architect:

LA-2

LANDSCAPE ARCHITECTURAL SERVICES, LLC

1710 N. W. 11th Street, Suite 100

Fort Lauderdale, FL 33304

Phone: (954) 561-1111

Fax: (954) 561-1112

Web: www.landscapearchitectural.com

City Engineer:

PAUL DOUGLAS, P.E.

1710 N. W. 11th Street, Suite 100

Fort Lauderdale, FL 33304

Phone: (954) 561-1111

Fax: (954) 561-1112

Web: www.landscapearchitectural.com

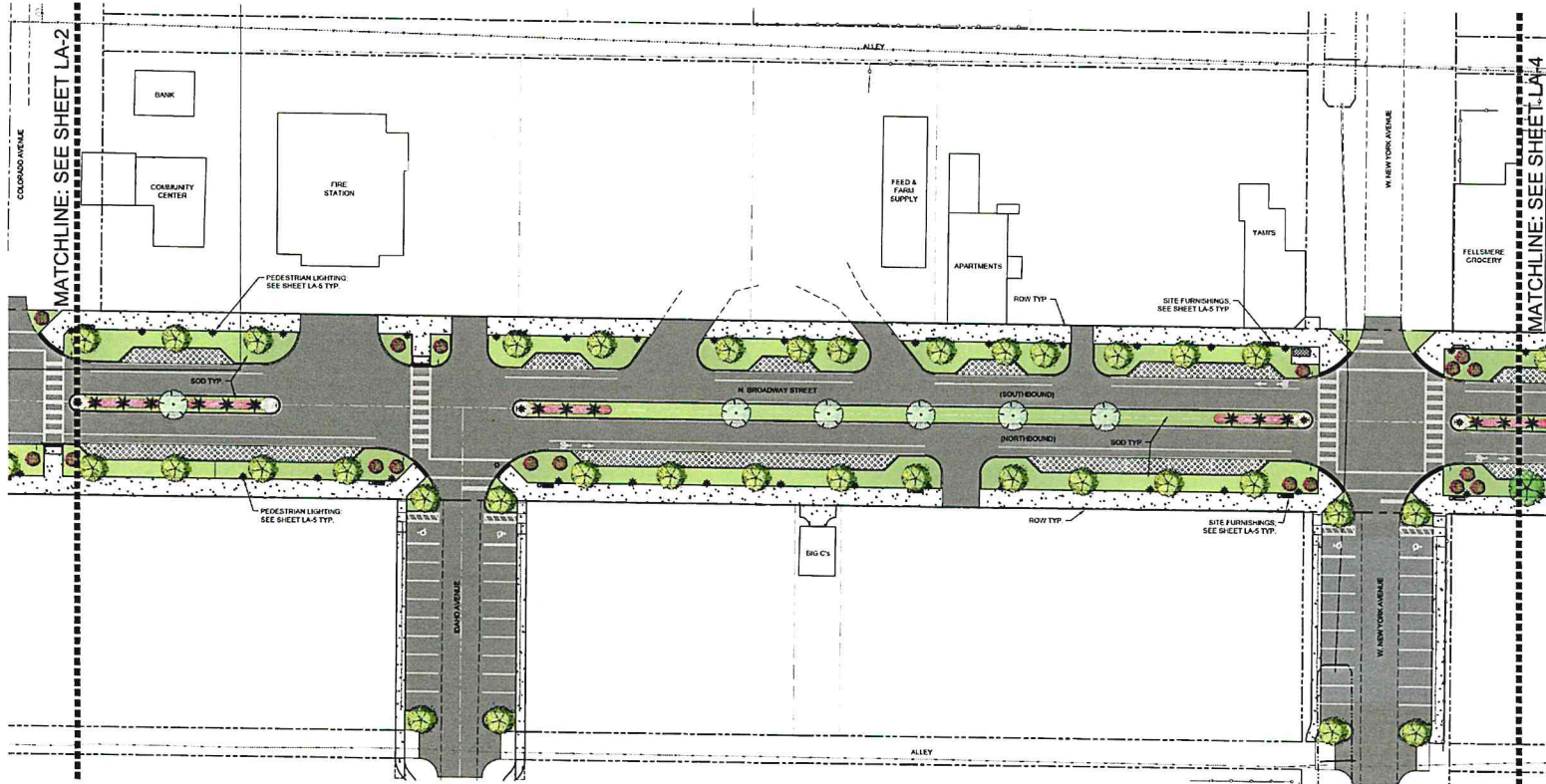
NORTH BROADWAY STREET  
BEAUTIFICATION  
CITY OF FORT LAUDERDALE, FLORIDA  
Landscape Plan

Revisions	Date	By	Description
1	08.16.23	PG	30% Plans

PAUL DOUGLAS, P.E.  
FLORIDA REG. # LA666607

Drawn By: PG  
Checked By: PG  
Municipal Project:  
Scale:  
NORTH  
SCALE: 1" = 30'  
0 15' 30' 60'





PLANT SCHEDULE LA-3

SYMBOL	SIZE	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	GALEA
	16	Liquidambar styraciflua	Strawtree	450	17' MIN HT	6" W	STYL, 6" CT, SP	Non-native	2 1/2' Caliper
	33	Quercus virginiana	Southern Live Oak	450	17' HT	6" W	6" CT, SP	Native	2 1/2' Caliper
	6	Bananea mollis 'Silver'	Silver Banana Palm	FS	14' CT, 22' GA	PH, SP		Non-native	
	12	Phoenix rostrata	Florida Palm	FS	8' CT, 12' GA	F, SP		Non-native	
	16	Melaleuca alternifolia	Tea Tree	FS	14' HT	12" W	F	Native	30" x 12"
	21	Platanus racemosa	London Plane Tree	30	15' HT	12" W	F, SP	Non-native	24" x 12"
	130	Fraxinus floridana	Florida Fraxinus	300				Florida Family	

Project Team  
Landscape Architect  
LANDSCAPE ARCHITECTURAL SERVICES, LLC  
Frederick White (Owner)  
1000 N. 1st St. Suite 100  
Tampa, FL 33602  
727.243.1000 | paul@landscapeservices.com  
1000 N. 1st St. Suite 100  
Tampa, FL 33602  
727.243.1000

LA 666807  
PAUL GOULAS, RLA  
FLORIDA REG. # LA666807

# NORTH BROADWAY STREET BEAUTIFICATION CITY OF FELLSMERE, FLORIDA Landscape Plan

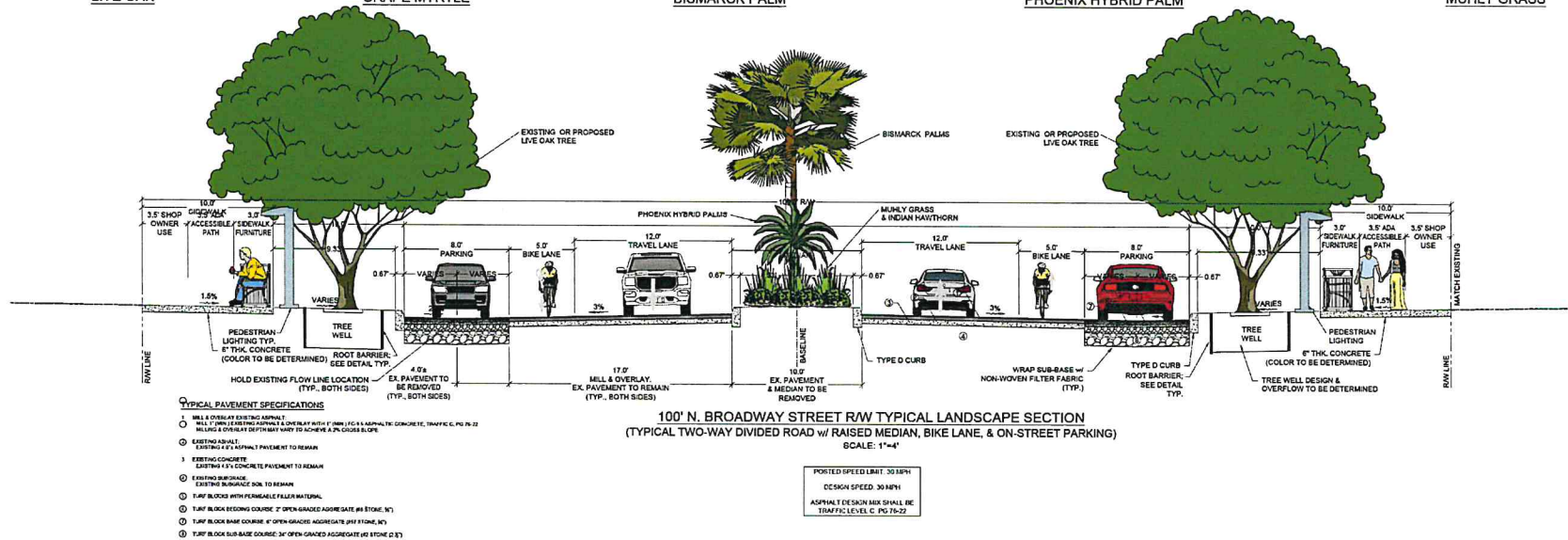
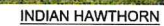
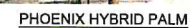
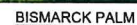
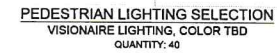
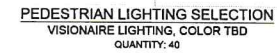
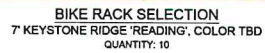
Date	Int.	Description
08.15.23	PG	30% Plans

LA 666807  
PAUL GOULAS, RLA  
FLORIDA REG. # LA666807

Drawn By: PG  
Checked By: PG  
Municipal Project:  
Scale:  
NORTH  
SCALE: 1" = 30'  
0 15 30 60  
LA-3








**NORTH BROADWAY STREET  
BEAUTIFICATION  
CITY OF FELLSMERE, FLORIDA**

**Furnishing Selections & Plant Images  
Typical Landscape Section**

[illegible]

Drawn By:	PG
Checked By:	PG
Municipal Project:	
Scale:	



SCALE: 1" = 4'

0 2' 4' 8'

LA-5

