



Fellsmere

CITY COUNCIL MEETING
22 S. Orange St., Fellsmere FL
December 7, 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 16, 2023
6. PUBLIC HEARINGS:

(a) 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. / **2nd 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. / **2nd Reading and Public Hearing for December 7, 2023 at 7:00 P.M.**

(b) 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. / **2nd 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. /2nd **Reading and Public Hearing for December 7,2023 at 7:00 P.M.**

(c) Declare 208 South Mulberry Street as Surplus Property. / **1st Public Hearing and set 2nd Public Hearing for January 4,2024 at 7:00 P.M.**

7. PUBLIC COMMENTS:

8. MANAGER'S MATTERS:

9. MAYOR'S MATTERS:

10. COUNCIL MEMBER'S MATTERS:

11. CITY ATTORNEY'S MATTERS:

12. NEW BUSINESS:

(a) ORDINANCE NO. 2023-33/ AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP SERIES AS REQUESTED BY MARION ESTATES; AMENDING THE TEXT OF THE COMPREHENSIVE PLAN CHAPTER 1. FUTURE LAND USE ELEMENT, GOAL FLUE A. LAND USE OBJECTIVE FLUE A-3 INFILL DEVELOPMENT AND REDEVELOPMEN, POLICY FLUE A-3.2. OVERLAY DISTRICT BOUNDARIES ANDCHAPTER 1. FUTURE LAND USE ELEMENT GOAL FLUE B. FUTURE LAND USE MAP OBJECTIVE FLUE B-5 GARAFOLO; FURTHER AMENDING THE FUTURE LAND USE MAP TO ADD 8.21 ACRES MORE OR LESS AS CR512 OLD TOWN OVERLAY DISTRICT; PROVIDING FOR RATIFICATION; AUTHORITY; COMPREHENSIVE PLAN TEXT AND MAP AMENDMENT; TRANSMITTAL PHASE; ADOPTION PHASE; TRANSMITTAL OF DRAFT PLAN AMENDMENT AND FINAL ADOPTION DOCUMENTS; COMPILATION; SEVERABILITY; CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. /1st **Reading and set 2nd Reading and 1st Public Hearing for January 4,2024 at 7:00 P.M.**

(b) Recommendation regarding request for Abatement of Code Enforcement Lien for 12955 100th Lane.

(c) Approval of Indian River County American Rescue Plan Agreement.

(d) Award Historic District Walking Tour Proposal to A Walk in the Past Productions, LLC and Applied Webology FL, LLC.

(e) Approval of ARPA Amendment.

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/784431517>

To join meeting using your phone call 1-224-501-3412 Access Code: 784-431-517

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.

CO20231207AGENDA.DOC

**CITY COUNCIL MEETING
November 16, 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, Public Works Director, 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 November 2, 2023

MOTION by Council Member Herrera **SECONDED** by Council Member Renick to approve the minutes for the City Council Meeting of November 2, 2023.

ALL AYES:

MOTION CARRIED 5-0

6. **PROCLAMATION:** (a) National American Indian Heritage Month – November 2023

Rhonda from the Pelican Island Chapter Daughters of the American Revolution accepted and thanked Council for the Proclamation.

7. **PUBLIC COMMENTS:**

Mayor Tyson asked if anyone else from the public had a comment to state their name and address for the record, hearing none, he closed the Public Comments

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

- **Denial of FEMA Appeal** – He asked the Council if they we're going to appeal the denial and that they have two choices in that appeal to go to an arbitration panel or to go to the headquarters. The city's consultant hasn't given the city a recommendation yet which way to go, and he will bring this back once he gives the city his recommendation. It is a 90-day appeal period, and the consultant is aware.
- **Cemetery Tower awaiting reply** – They are meeting onsite with Andy to investigate the feasibility of the ground penetrating radar. It sounds like they may be willing to continue forward with our counteroffer.
- **New Employees- The following positions have been filled:**
 - o Code Officer (P/T) - Joseph Sanzone
 - o Water Operator - Robert McGowan
 - o Customer Service (P/T) - Carolina Rodriguez
 - o Accounting Clerk - Desiree Lucas

They changed Dulce as a permit clerk, her position was full time as customer service.

He did want Council to be aware that since they lost the last Code Enforcement Officer, they are having issues with half a dozen RV's being used as living quarters on both residential and commercial lots.

- **Septic as Phase 1 of SLP Tractor Services** – Their phase one is their paver business, storage, and office yard, it will be fully landscaped for code. Phase two is the fully compliant retail buildings on 512. The closest point of sewer is two blocks away, it's a bit of a tall lift to have a small use like this. Another option is a grinder pump, it will still be pumping that three blocks to the nearest sewer. So, he's asked if he could do septic as a phase one interim until sewer is across his front. The sewer will be crossing his front when the city does the sewer pipe to the farm. The condition would be that he connects to sewer once it's there and would not recommend offering him a septic until it fails,

because they are moving away from septic. Another option is a port of john, but he cautioned them about those options because if you offer to one others can ask for the that same option. The City Council did not decide to recommend any option at this time. Manager Mathes stated he will bring it back for discussion at a future meeting.

- **Fellsmere Cleanup - Motivational Edge in January 2024-** They have offered to do a Fellsmere Cleanup and Andy will be working with them to do that. The date is still not set but will be in January 2024.
- **Volunteer required for MPO Citizen Involvement Committee-** There was a name submitted but it will need to be on an agenda item to formally have Council select somebody. He stated that there is still an opportunity to provide other names. Otherwise, they will move forward with the name that was submitted. Council Member Salgado asked if it had been advertised, Manager Mathes responded that is the Council's appointment. Mayor Tyson stated that Korky did it for years and he is not able to do it anymore.

There following are announcements of upcoming events and meetings:

- **Toy for Tots drop box in City Hall**
- **Access to Justice Ribbon Cutting, Courthouse, 11/17 /23, 12p** – Chief Touchberry stated that it's a partnership between the Clerk of the Court united against poverty, the United Way and some JOHN'S ISLAND foundation and other JOHN'S ISLAND group and, and they're just trying to create greater access for people at the courthouse and services and it's a program that is named after a past clerk of court Jeff Smith. And there will be ribbon cutting on Friday.
- **Friday Night Done Right, SAFIR is sponsoring, 12/1/23, 5p-8p, Little League Park**
- **City Christmas Lunch, Marsh Landing, 12/14/23, 11:30p**
- **FACT Event 12/15/23 - Santa is Coming to Town**
- **Youth Soccer in Fellsmere** – Manager Mathes shared a flyer and they will be using the soccer space next to city hall not at Senior League.

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

Mayor Tyson attended the county charter board of directors and could not attend the Florida League of Cities meeting. He had nothing to report.

10. COUNCIL MEMBER'S MATTERS:

Council Member Herrera- He stated that they will be celebrating Our Lady of Guadalupe on the 12th. Monday December 11th they will have Mariachi from 11pm to 1am. Tuesday December 12th it will start at 5am with mass starting at 6am. They will have music until 9pm. He said it will be smaller even than in the past. Mayor Tyson asked about the drummers, Vice Mayor Herrera stated that they will be participating this year. Manager Mathes asked if everything will be done onsite, Vice Mayor confirmed.

Council Member Salgado – She had no matters.

Council Member Hernandez – She had no matters.

Council Member Renick – He had no matters.

11. CITY ATTORNEY'S MATTERS: Attorney Dill stated he had no 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.**

Mayor Tyson introduced the Resolution and Attorney Dill read Resolution No 2023-61 by title only.

Manager Mathes stated the city did not have an election and the same Council members will serve for the next 2 years.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Salgado **SECONDED** by Council Member Herrera to approve Resolution No. 2023-61.

ALL AYES:

MOTION CARRIED 5-0

(b) SWEARING IN OF COUNCIL ELECT:

1. Inocensia Hernandez
2. Gerald Renick

Attorney Warren Dill swore in Inocensia Hernandez and Gerald Renick as Council Members.

Attorney Warren Dill stated the item before Council now is the selection of the mayor and asked if there was a nomination for anyone to serve as Mayor of the City of Fellsmere.

(1) SELECTION OF MAYOR

Fernando Herrera nominated Joel Tyson as Mayor. The council recommended Joel Tyson as Mayor. No other nominations.

MOTION by Council Member Herrera **SECONDED** by Council Member Hernandez to appoint Mr. Tyson as Mayor.

ALL AYES

MOTION CARRIED. 5-0

(2) SELECTION OF VICE MAYOR

Mayor Tyson asked if there was a nomination for Vice Mayor. Mayor Tyson nominated Fernando Herrera as Vice Mayor. No other nominations.

MOTION by Mayor Tyson **SECONDED** by Council Member Hernandez to appoint Fernando Herrera as Vice Mayor.

ALL AYES

MOTION CARRIED. 5-0

(3) SELECTION OF MAYOR PRO-TEM

Mayor Tyson asked if there was a nomination for Mayor Pro Tem. Mayor Tyson nominated Jessica Salgado. No other nominations.

MOTION by Council Member Herrera **SECONDED** by Council Member Hernandez to appoint Ms. Salgado as Mayor Pro Tem

ALL AYES

MOTION CARRIED. 5-0

(c) SUNSHINE LAW & GUIDE TO THE CODE OF ETHICS: Presentation by City Attorney Jonathan Rhodeback.

Attorney Rhodeback congratulated the Council and continued with the refresher presentation on the Sunshine Law and guide to the Code Ethics. He provided a packet to each Council Member's. He discussed the packet in its entirety and also gave examples of violations of Sunshine laws and ethics and stated to Council and the commission that they can call him with any Sunshine Law and Ethics questions. The City Council and staff asked questions and after no further discussion, thanked him for his time.

**The presentation documents are attached to the minutes.*

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

1. **Treasure Coast Council of Local Governments** – Mayor Tyson agreed to serve, and Council Member Renick agreed to be the Alternate Member.

2. **Treasure Coast Regional League of Cities** - Mayor Tyson agreed to serve and Council Member Renick agreed to be the Alternate Member.
3. **Beach & Shore Preservation** – Council Member Hernandez agreed to serve, and Vice Mayor Fernando Herrera agreed to be the Alternate Member.
4. **Economic Development Council** – Pro-Tem Mayor Salgado agreed to serve, and Council Mayor Tyson agreed to be the Alternate Member.
5. **Elected Officials Oversight Committee**– Mayor Tyson agreed to serve, and Council Member Herrera agreed to be the Alternate Member.
6. **Metropolitan Planning Council** – Council Member Renick agreed to serve, and Pro Tem Mayor Salgado agreed to be the Alternate Member.
7. **Treasure Coast Regional Planning Council** – Council Member Renick agreed to serve, and Mayor Tyson agreed to be the Alternate Member.

All Council Member agreed to keep the same meetings, being no further discussion Mayor Tyson continued to the next agenda item.

- (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./ ***1st Reading and Set the 2nd Reading and Public Hearing for December 7,2023 at 7:00 P.M.***

Mayor Tyson introduced the Ordinance and Attorney Dill read Ordinance No 2023-13, by title only.

Manager Mathes stated that this is for the former fruit stand on County Road 512. This is one of the many mom and pops that are working their way through the system because of things they've done in the past that they need to legalize. And the city is slowly forcing them to get on the right track. They had to wait, because there was a zoning restriction that had been placed on the property that had expired just a year or two ago. Primarily the only thing new that they're adding is the storage in the back and it is protecting the neighborhood with a 25-foot landscape buffer which hasn't been installed yet. And the only variance in that buffer is moving the fence from 10 feet inside the buffer to only five feet inside the buffer. But otherwise, it's fully compliant with the code for buffering for an outdoor storage area. He asked Bob the City Planner to give the Council a brief summary.

Bob Loring, City Planner stated this is an older building it was built in the 50's and then converted over to commercial use. They do not know exactly what uses but they're listed in there as possible retail commercial and an apartment on the top floor.

Manager Mathes pointed out a few of the conditions.

-Condition number five is requirements they dedicate 10 feet of right away, which is typical for any development on CR512. They give the city right away for the expansion of CR512.

-The same type of standard when they're using non paved surfaces where that if there's ever a problem, the city can give them notice and they have to pave it. So that's the standard condition and they do have non paved surfaces.

-Number seven is an example of the city protecting the neighborhood, the city is restricting any type of exterior machinery equipment or delivery outside the hours of 9am to 5pm because there's houses nearby so keeping the noise only during the business hours of the day.

-And also giving them six months to solve the landscaping. They do have to potentially relocate some landscaping when they widen 512. Some of the stuff they have in there right now is actually in the 10 feet that they are going to give the city, so the city put this condition in there, so they have to move it whenever CR512 is widened.

-A few reliefs a standard one that the city often does is deferring the sidewalk payment in lieu of

because every development who's not on a road with the sidewalk commercial has to put the sidewalk in or pay a fee in lieu of. That's part of city's standard code. They are just deferring not waiving it until redevelopment occurs or until County Road 512 is widened.

-They are on an unpaved road, there is a condition in the city code that if they are commercial on paved roads, they have to pave it to the point of their driveway. Again, small mom and pop and not a lot of profit in this particular building, so they gave him a waiver of that until major redevelopment occurs.

-The setback of the fence is going from 10 feet to five feet.

-There was a restriction also for access from CR512 That was on the property. The city is reinforcing that with condition number 15 which states that access can only be from the local roads.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Renick **SECONDED** by Council Member Herrera to accept 1st Reading and Set 2nd Reading and Public Hearing for December 7, 2023, on Ordinance No. 2023-13.

ALL AYES:

MOTION CARRIED 5-0

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

ALL AYES

MOTION CARRIED 5-0

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. / **1st Reading and Set the 2nd Reading and Public Hearing for December 7,2023 at 7:00 P.M.**

Mayor Tyson introduced the Resolution and Attorney Dill read Resolution No 2023-20, by title only.

Manager Mathes stated that this is a two part first reading because it's a two-part approval first item that Council just voted on was the rezoning first reading. This is actually the final development plan, the actual plan itself and everything they just discussed for the last item is related to this item.

MOTION by Council Member Renick **SECONDED** by Council Member Herera to accept 1st Reading and Set 2nd Reading and Public Hearing for December 7, 2023, on Resolution No. 2023-20.

ALL AYES:

MOTION CARRIED 5-0

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

ALL AYES

MOTION CARRIED 5-0

- (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 COUNY, 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. / **1st Reading and Set the 2nd Reading and Public Hearing for December 7,2023 at 7:00 P.M.**

Mayor Tyson introduced the Ordinance and Attorney Dill read Ordinance No 2023-28, by title only.

Manager Mathes stated that this is going to be the first of potentially three new fire stations and Fellsmere. This will be near the Corrigan Ranch just behind the CVS facility and it has actually got

very few special conditions, they've pretty much managed to meet most all of the city codes, it doesn't need any special dispensations.

The only one that the city has offered is the relief from the sidewalk again, because building a sidewalk at this point might be premature, wait till the residential master development happens and then put that stuff in at that time.

They do have a requirement to provide 10% of their development to the city for meeting the annexation agreement. They have a very similar condition to Fellsmere farms where they have to donate 10% of their land to the city for parks and other types of facilities. This particular one doesn't qualify because they were paid for this land through impact fee credits, and they can only take advantage of the 10% if it's dedicated. If it's not in here, he will make sure it's in the final version that they have relief from the requirement to donate the 10% which would be a third of an acre for this project until either the master development comes or something of that nature. He will make sure it's in here, it might be a separate condition in here but if not, he will make sure it's in here for the public hearing. Manager Mathes discussed the site plan. This will be the first reading, there are two items just like the last item so there'll be no presentation for the next item. This one is the first one is the rezoning first reading and the second item is the final development plan first reading.

Council Member Renick asked about the open space element, the 10% requirement that's for the overall Corrigan Ranch development area. Manager confirmed that it would be 8600 plus acres.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Renick, **SECONDED** by Council Member Salgado to accept 1st Reading and Set 2nd Reading and Public Hearing for December 7, 2023, on Ordinance No. 2023-28.

ALL AYES:

MOTION CARRIED 5-0

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

ALL AYES

MOTION CARRIED 5-0

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. / *1st Reading and Set the 2nd Reading and Public Hearing for December 7, 2023 at 7:00 P.M.*

Mayor Tyson introduced the Resolution and Attorney Dill read Resolution No 2023-20, by title only.

Mayor Tyson stated this was already discussed in the prior agenda item.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Herrera **SECONDED** by Council Member Renick to accept 1st Reading and Set 2nd Reading and Public Hearing for December 7, 2023, on Resolution No. 2023-20.

ALL AYES:

MOTION CARRIED 5-0

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

Finance Director Putnam Moreman reminded Council that a few meetings back they discussed buying two police vehicles only under the condition that we get an approved loan through Marine Bank, and it took a while, but they finally have the documents that need to be signed. This loan is going to function essentially as a \$300,000 line of credit, so that they can buy all of this year's planned and perhaps unplanned rollingstock. It will be the two police cars, one 1500 level pickup truck, a 3500-level pickup truck to replace their current utility truck and get a crane for it so they can lift pumps out. And if there's any money left over from the \$300,000, they are thinking about a new tractor with a front-end loader for public works. The tractor is not in the CIP for this year, but it is in the city's long-range CIP. There are no prepayment penalties.

Manager Mathes recommended that when doing next year's budget see if they can partially pay off and pay it down quicker than normal. The city takes these loans to protect their infrastructure program. That doesn't necessarily mean they want to be paying a lot of interest in doing that, it's a balancing act and they revisit that every year to see how much they think they should be paying down on this loan.

Mayor Tyson stated he is glad to see them bringing in all those new vehicles.

Putnam stated this item is to get Council's approval for the mayor to sign all the documents.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Renick **SECONDED** by Council Member Hernandez to approve Marine Bank loan documents for the purchase of city vehicles/rolling stock.

ALL AYES:

MOTION CARRIED 5-0

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

Manager Mathes stated that he would like the City Attorney to summarize what FPL is asking for in their contract.

City Attorney Warren Dill stated that last year they received the documents three days before the council meeting, so they scrambled to put together an addendum to the contract for Holiday decorations. And what they did not put in that Addendum which they will do now. They will send it out now just after the fact is add a provision requiring holiday decorations to provide at least a \$1 million general liability policy naming the city and FPL as additional insurers under that policy.

Attorney Dill stated that the agreement with FPL says the city is self-insured, and the city confirmed that they have this money in our account for self-insurance, he does not believe the city is self-insured. But I don't think it's detrimental, provided the city does have the coverage. And the city certainly has a million dollars coverage to their general city liability policy. He suggested to Manager Mathes that they notify the city's insurance carrier about this deal in this provision, where the city agreed to indemnify FPL. He will get that addendum out and get it to Maria to send to the Holiday decorations company. Attorney Warren Dill stated that the agreement with the decorating company provides that they will not connect to electricity.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Renick **SECONDED** by Council Member Salgado to FPL Street Light Pole Attachment Agreement for Holiday Decorations.

ALL AYES

MOTION CARRIED 5-0

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

Manager Mathes stated that the plans are 30% done, they don't really deal a lot with the vertical aspects. It's really more of a horizontal layout, it is a picture of what it may look like when it's done. It's really the last best time to make recommended changes because after this, they're really doing detailed engineering calculations and analysis, it will cost a lot more to change courses after 30%.

There's a list of things they want to just make sure they are on the same page, for example the location of driveways, location design of on street parking, crosswalks. He began with the items to review from the plans.

- Color of Sidewalk - He stated that the selection that was desired by the community outreach was they wanted colored sidewalks, standard concrete but color. He presented the City Council with the colors and added that they are complementary to the current pavers that are on New York Avenue and that it would be nice to have a unified design theme. The City Council agreed to the color tan.
- The lighting standard – They selected back in 2017 when natural gas came into town, it used to be electric light. They are proposing natural gas, he reminded council that the natural gas is not being installed to meet a minimum light threshold because they don't put off light to meet a minimum light threshold unless they put them every 20 feet, they are not putting them every 20 feet because these are very expensive lamps. What the city would hope happens over time now as buildings fill

in buildings have their own wall lights that provide the extra light that those would then complement those wall lights and provide at that point, a minimum level of lighting hopefully that would be suitable. He recommended choosing octagon shape, they are going to be choosing an octagon pole, because the poll they are doing is matching the profile of the original concrete poles of Fellsmere, which were octagon shaped. The City Council agreed.

- Color of poles black or concrete. The City Council agreed to use black.
- Trash Cans- He stated that he is not proposing at this time to do on street recycling cans. The city does not have that heavy recycling program at city government. The City Council agreed to only trash for now.
- Bike Racks – He recommended a black hitching rail; it gives more character. This can be used for bikes and for horses. The City Council agreed.
- Cigarette butt receptacle – The City Council agreed to the larger one.
- Benches- During the Master Plan was wood or wood simulated benches, but they did not select a style because they felt that maybe they can have different types of benches in different places. He is still okay with that approach, they are probably not going to be putting a lot of benches in with this project, because the budgets are probably going to get spent just doing the heavy lifting. He will let the public works director take a lead on that and will bring that back for conversation. Mayor Tyson suggested Memorial benches. Manager Mathes recommended business benches that can be supported by businesses.

Manager Mathes wanted to clarify that the current design of the alley demonstration project and municipal lot are not part of this project. They are just having the designs done because they are there dealing with it, they might as well have the designs done. They may do the alley to support the 32 North Broadway and to help clean up the edge of the gas station which is pretty beat up. The city does not have the money to be doing the municipal lot at this time but it's something they can look into overtime. The city does not have money to do the on-street parking on the side roads. The city's goal is primarily drainage, roadway, sidewalk headlighting and trees, and he thinks the city is going to run out of money before they get all that done. The city will be looking for grants for trees.

Manager Mathes continued the specifics.

- Driveways- City code talks about getting rid of most existing driveways and this is the time to revisit that. They are keeping the gas station driveway just because it's important for them to get that movement out. They are also proposing to keep the driveway between Marsh and Ditch gallery, because that's a critical drive for trash service and deliveries. They are also keeping the driveway at the Farm store and the temporary driveway at Big C's. He is recommending getting rid of the temporary driveway when the alleyway project is done. The apartment driveway will be temporary and would be reduced. They will be proposing one driveway close to the bar. They are proposing a new driveway just to the north of the former hardware store, now a barber shop and a church because the property next to this will be the future fish camp and they are proposing to run a road from Pine Street through their property to Broadway so that they can abandon that portion of the alley.

Council Member Renick asked what would they do if something that gets developed on the vacant land on the southwest corner. Manager Mathes stated he received a call today from the person that bought that, and they are on a fast track to put a building across that entire piece of property. He's building a shell building, and he's letting the market fill up that mix uses, he wants to do mixed use with residential on top and retail on the bottom. He told him about the alley access in the back so he'd be doing access from an alleyway from the back, his parking would be in the rear. He will not have a driveway on Broadway.

- Design of on street parking – Manager Mathes stated that they currently do not have in caps. In caps protect the end of the car and basically create an inset for the on-street parking. He asked Council if they are okay with bump outs, they help slow the cars down keep it slow, but it does create more burden for you on street Parker's it also reduces not a lot but a little bit the capacity to on street parking. He asked Council if they want to keep smaller radiuses and if they want to keep this bulb or keep it as is designed.

Fran Adams came to the podium and stated that in regard to the bump outs she wanted to remind Council the issues they will have will be the afternoon school backup to get in there and when they're backed up on Broadway at just about 3:15 every day, then there's no way for a car to get around headed northbound on Broadway to get around the car trying to turn left. She suggested to get them get rid of the bump outs at that intersection. She also suggested before they make a final determination, they go out mark where and how much wider that median is going to be. And

then have a truck go by and see how much space they really have. Manager Mathes responded that they have already addressed that, and they actually are not changing the width of the pavement that's out there today, when they added the five-foot bike lane at the last meeting that turned the proposed 12-foot space into a 17-foot space, which is exactly what's out there today plus the on-street parking. So technically, it's going to be the exact same pavement from curb to curb as there's today. They are just shifting it into the green space on the side, taking four feet out of the green space on the side. They are taking a 14-foot grass strip and turning into a 10-foot grass strip, that's how we're widening the median. The oak trees will all be redone except for the six at the far north end, because they're the youngest in good shape.

Fran Adams was concerned about how many spaces they were actually going to leave and at what point will they be addressing the drainage and would they be redoing the pipes under the road. Manager Mathes responded they would potentially lose some spaces with the bulb outs. He stated that they are not redoing the pipes. They are making sure the pipes are operable and clean, as well as the inlets and we're replacing the inlet tops with different inlet tops, but they are using the backbone of the system. Part of the design is an analysis to assure that they can operate correctly that way. These plans don't address the drainage because it's just the horizontal layout. Once they get all the comments on this, then they start analyzing the vertical, drainage aspects and the flow of water. There may still be some pipes that have to be replaced but they don't know that yet. Drainage is a big part of this project, and they don't want them to walk away and not solve any drainage problems that they could solve.

Council Member Renick stated that when they were talking about redoing the streetscape with the bio swale, which is really part of enhancing the drainage and would like to see this designed for increasingly future hurricane and heavy rain events. Manager Mathes responded they have replaced that with tree wells and pervious pavement. They are using the finished floors for all the buildings as the constraint because obviously they don't want to build the road higher than the finished floors, then you're dumping water onto the building. They are using the finished floors as their control because one of the other goals they want to accomplish is they want this sidewalk to be ADA compliant with every door. Because a lot of the businesses now are not ADA compliant because of the finished floors being different heights, and when they are done the sidewalks are going to be matching the finish for sloping towards the road, which means the whole road has to come up to accommodate that. So that along with the tree wells to take some water out, along with the North Regional Lake, they are going to pipe all this into those hopefully will continue to reduce our flood stages.

Fran Adams stated that this year was the first time they have not had any flooding and probably seven years. But they used to have plenty before the city built that North Lake, so that has certainly helped.

Manager Mathes asked the City Council if they want to take out or leave the bulb outs in. Or at a minimum they should consider at least taking them out at Colorado Avenue. Mayor Tyson agreed. Council Member Renick stated to take them all out and if needed in the future put them back in. Council Member Herrera agreed with Mayor Tyson just the one at Colorado removed. Council Member Hernandez agreed to just remove the one at Colorado. Manager Mathes will have the designer contact Fran Adams for questions.

- Location of crosswalks - He got rid of the midblock crossing because that was something the community didn't want at the workshops. He reminded the City Council that they don't enforce jaywalking on Broadway, and this basically is the same as it is today, they can still walk across the road anywhere they want, because the median is not an obstruction. The City Council agreed to keep as is.
- Landscape theme - The landscape theme is basically shading trees along the side, palm trees around the middle, and accent flowering trees at intersections and the terminus of each of the median islands. And very minor understories either a moly grass or a slow growing shrub to accent some stuff at the ends of the things but not so much on the sides its more on the median, again, because the sides got more people coming and going to get to businesses, whereas the median doesn't. Council Member Renick stated he would like to see some diversity and not just oaks. Manager Mathes said diversity is possible and is not a problem. There were no objections.
- Side Street parking - He stated that even if they do build it, even if it's not part of this contract, the city will at some point is going to need easements to do these parking lots, most of these rights of

ways are only 60 feet wide. And this width of this pavement from curb to curb is 60 feet wide. At a minimum, you need it because temporary construction easement, probably the building. But more than likely, what they would want is a 10-foot easement on each side to put the sidewalk because to put this park and then make them walk down the middle of the road to get to where they want to go may not be the safest thing to do. He asked the City Council if they have any strong concerns, the only way they can avoid that is by going to parallel spaces on the side streets, but you're going to reduce the amount of parking considerably. If you go to parallel spaces. There were no comments or concerns from Council.

Fran Adams asked what is the plan to maintain this foliage, and the green space, when we get done. Manager Mathes responded that the city will hire an outside vendor and they are going to pay them out of the CRA fund. Mrs. Adams stated that because they're putting so much effort into doing this and making it such a focal point, she just wanted to make sure that they are going to be funded to take care of it. She asked if it would be irrigated, Manager Mathes confirmed it will be.

Being no further questions or comments, Manager Mathes he had no further questions.

13. ADJOURNMENT:

There being no further business Mayor Tyson adjourned the meeting at 8:58p.m.

These minutes were approved by the City Council of the City of Fellsmere this ____ day of December 2023

Maria F. Suarez-Sanchez, CMC, City Clerk
CO20231116MINUTES.DOC

SUNSHINE LAW & --- ***ETHICS*** ---

November 16, 2023

By: Johnathan Rhodeback
Dill, Evans & Rhodeback
1565 US Highway 1
Sebastian, FL 32958
(772) 589-1212
Attorneys@DillEvans.com

SUNSHINE LAW

What is the Sunshine Law?


All meetings of any board or commission of any agency or authority of any county, municipal corporation, or political subdivision at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting. Art. I, Section 24(b), Fla. Constitution; *Section 286.011(1), Florida Statutes*

Why should you care?

1. Worst Case Scenario = **YOU COMMITTED A CRIME!**


“Any person who is a member of a board or commission or of any state agency or authority of any county, municipal corporation, or political subdivision who ***knowingly*** violates the provisions of [the Sunshine Law] by attending a meeting not held in accordance with the provisions hereof is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.” *Section 286.011(3)(b), Florida Statutes*


Ex-Councilman Damien Gilliams Returns to Jail for 2021 Conviction


 by Andy Hodges — Oct 25, 2023 / 1:20 PM AA



Damien H. Gilliams of Sebastian, Florida.

 Share on Facebook

 Share on Twitter

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HOMETOWN NEWS



Tropical Depression Approaching Caribbean with 60% Likelihood of Formation

NOVEMBER 16, 2023



Sebastian Weekend Festivities: Art by the River, Anniversary Party, Battle of the Bands

NOVEMBER 16, 2023



Sebastian River High School Prism Concert Features Student's Talents

NOVEMBER 15, 2023

2. Best case scenario = **YOU MUST PAY A FINE!**

“Any public officer who violates any provision of this section is guilty of a noncriminal infraction, punishable by fine not exceeding \$500.” *Section 286.011(3)(a), Florida Statutes*

Cape Coral mayor enters no contest plea, pays \$100 fine to settle Sunshine Law violation case



Bill Smith

Fort Myers News-Press

As for the City...

- 1) It can be sued to enforce the provisions of the Sunshine Law and/or invalidate the Council's actions
- 2) If the City loses in the lawsuit, it will have to pay the other party's legal fees

Section 286.011(4)-(5), Florida Statutes

Attorney: Palm Coast violated Sunshine Law

FRANK FERNANDEZ STAFF WRITER

Published 4:04 p.m. ET Nov. 12, 2012



PALM COAST — The City Council violated the Sunshine Law by not holding a public meeting to rank applicants for the District 2 council seat vacated by Frank Meeker, according to an attorney for the First Amendment Foundation.

And if the council picks a replacement as scheduled Tuesday, a judge could invalidate the choice, the attorney said.

What is a violation?

3 Main Requirements of The Sunshine Law:

- (1) Meetings must be open to the public;
- (2) Reasonable notice must be given; and
- (3) Minutes must be taken.

Section 286.011(1)-(2), Florida Statutes

What is a “meeting” under the Sunshine Law?

In essence, any **gathering**, whether formal or casual, of two or more members of the same board or commission to discuss some matter on which **foreseeable action** will be taken by the public board or commission.

A meeting does **NOT** require physical presence

Examples:

1) Memoranda

A memo reflecting the views of a board member on an issue pending before the board or on which foreseeable action will be taken by the board is circulated among the board members with each indicating his or her approval or disapproval = Sunshine Law Violation

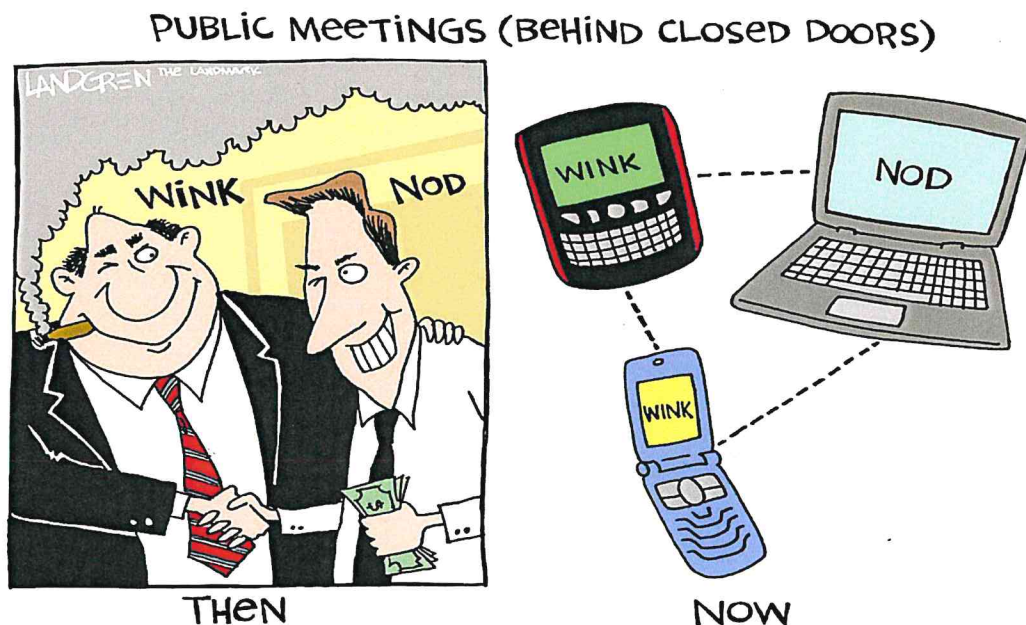
If circulated for information purposes and no comments or interaction amongst Board members = no Sunshine Law violation

2) Computers

Communications between 2 or more Board Members through email, instant messaging, Skype, Facetime, etc. on an issue pending before the board or on which foreseeable action will be taken by the board = Sunshine Law Violation

3) Telephones/Cell Phones

Telephone conversation, text messages, conference call, etc. between two or more members of a board or commission regarding an issue pending before the board or on which foreseeable action will be taken by the board = Sunshine Law Violation



“Two members” does NOT necessarily mean “two members”

Delegation of authority to an individual to act on behalf of a public board or commission covered by the Sunshine Law = subject to Sunshine Law

Example: The Sunshine Law applies to meetings of a single individual who has been delegated the board’s authority to lease land. Thus, the negotiations by that board member for the lease of land would have to be conducted in the Sunshine.

If the individual has been authorized, formally or informally, to exercise any decision-making authority on behalf of the council, such as approving or rejecting certain contract provisions, he is acting on behalf of the council and such meetings are subject to the Sunshine Law.

HOWEVER, when an individual has only been authorized to gather information for the board, the Sunshine Law would not apply.

“Members of the same board” does not necessarily mean members of the same board”

When that individual is being used as a liaison between members of the board, meetings between the board member and said individual are subject to Sunshine Law

What should you do?

If you are in a situation and you are concerned the Sunshine Law may apply, politely stop what you are doing and call Warren or Johnathan @ (772) 589-1212

Why?

- 1) Neither you nor the City will be liable for attorney’s fees for following our advice. *Section 286.011(4)-(5), Florida Statutes*
- 2) Protects you from having requisite criminal intent – i.e. “knowingly violates.” *Section 286.011(4)-(5), Florida Statutes*

PUBLIC RECORDS LAW

What is the public records law?

It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. *Section 119.01(1), Fla. Stat.*

Why should you care?

1. Best case scenario = Noncriminal infraction punishable by fine up to \$500
Section 1191.0(1)(a), Florida Statutes
2. Worst case scenario = suspension, removal, and impeachment from office and criminal penalties for misdemeanor in the first degree or felony of the third degree!

Section 119.10(1)(a), Florida Statutes

What are public records?

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, **regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.**

Examples that should concern you:

- Text messages
- Emails
- Social media
- Letters

What to do?

- **Turn them over to the custodian of records!**

<h2>ETHICS LAW</h2>

Generally, there are two categories:

- (1) Those prohibiting certain actions or conduct and
- (2) Those requiring that certain disclosures be made to the public.

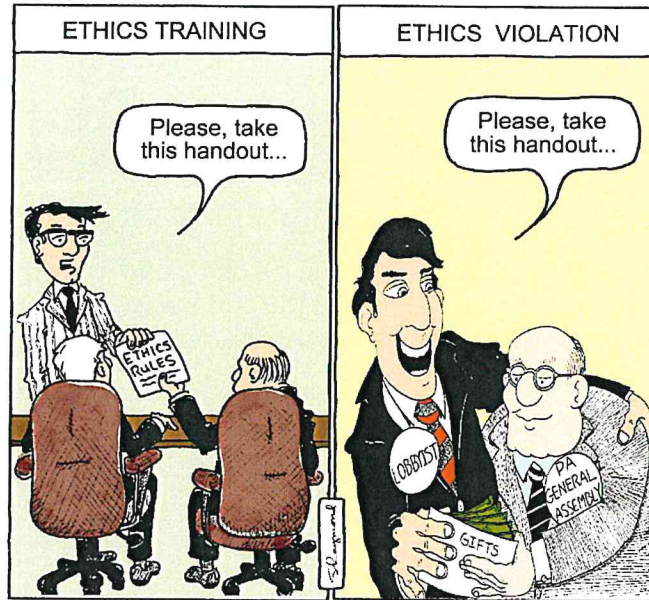
Who must comply?

The laws apply generally to all public officers and employees, state and local, including members of advisory bodies.

PROHIBITED ACTIONS OR CONDUCT:

1) Solicitation and Acceptance of Gifts

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift.



A person required to file form 1 is prohibited from directly or indirectly **accepting** a gift worth over \$100 from a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or committee of continuous existence. (Council members and city board/commission/committee members are all required to file FORM 1)

2) **Unauthorized Compensation**

No compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action.

3) **Misuse of Public Position**

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions to obtain a special privilege for themselves or others.

4) **Disclosure or Use of Certain Information**

Public officers and employees, and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public positions for the personal benefit of themselves or others.

VOTING CONFLICTS OF INTEREST

No member of any municipal governmental board who is present at any meeting where any official action is to be taken may abstain from voting, except when there is or appears to be a possible conflict of interest.

NO COUNTY, MUNICIPAL, or other LOCAL PUBLIC OFFICER shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any PRINCIPAL by whom he or she is retained, of the PARENT ORGANIZATION or SUBSIDIARY of a CORPORATE PRINCIPAL by which he or she is retained, of a RELATIVE, or of a BUSINESS ASSOCIATE. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission FORM 8B with the meetings recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter.

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

Meeting Date: December 7, 2023

#6(a)

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

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 2nd Reading and Public Hearing for Ordinance #2023-13 and Resolution #2023-20.

Approved by City Manager Mary Matheson **Date:** 11-29-23

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: 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 _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <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 126th 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 126th Court is paved or CR-512 is widened, whichever occurs first; and
- Section 70-27(c)(3)(b), Access to paved road- waive along 126th 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.

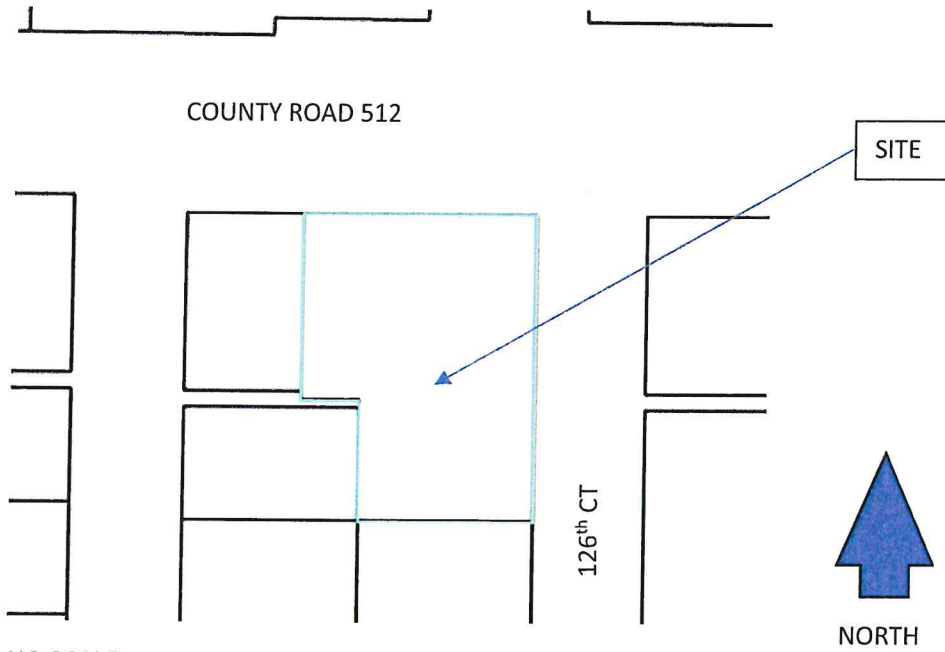
Maria Suarez-Sanchez, CMC, City Clerk

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



NO SCALE

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 126th 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 126th 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 126th 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 126th 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 126th Court or payment of \$9,833 for both sidewalks in lieu thereof until such time as major redevelopment occurs on site or until 126th Court is paved or CR512 is widened, whichever occurs first; and
 - B. Section 70-27(c)(3)(b), Access to paved road- waive along 126th 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 126th 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

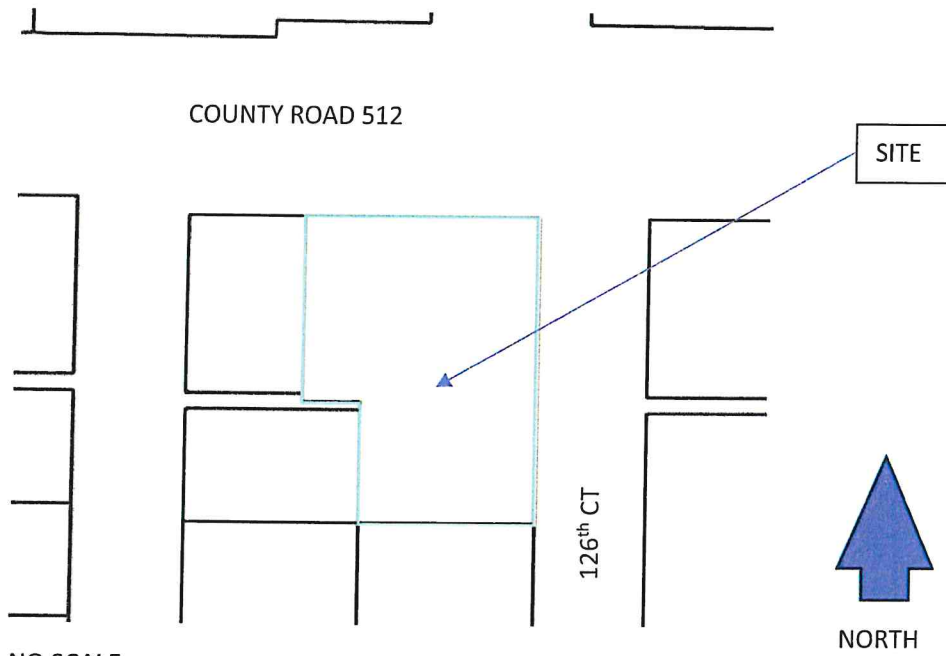
EXHIBIT "A"
TO
RESOLUTION NO. 2023-20

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

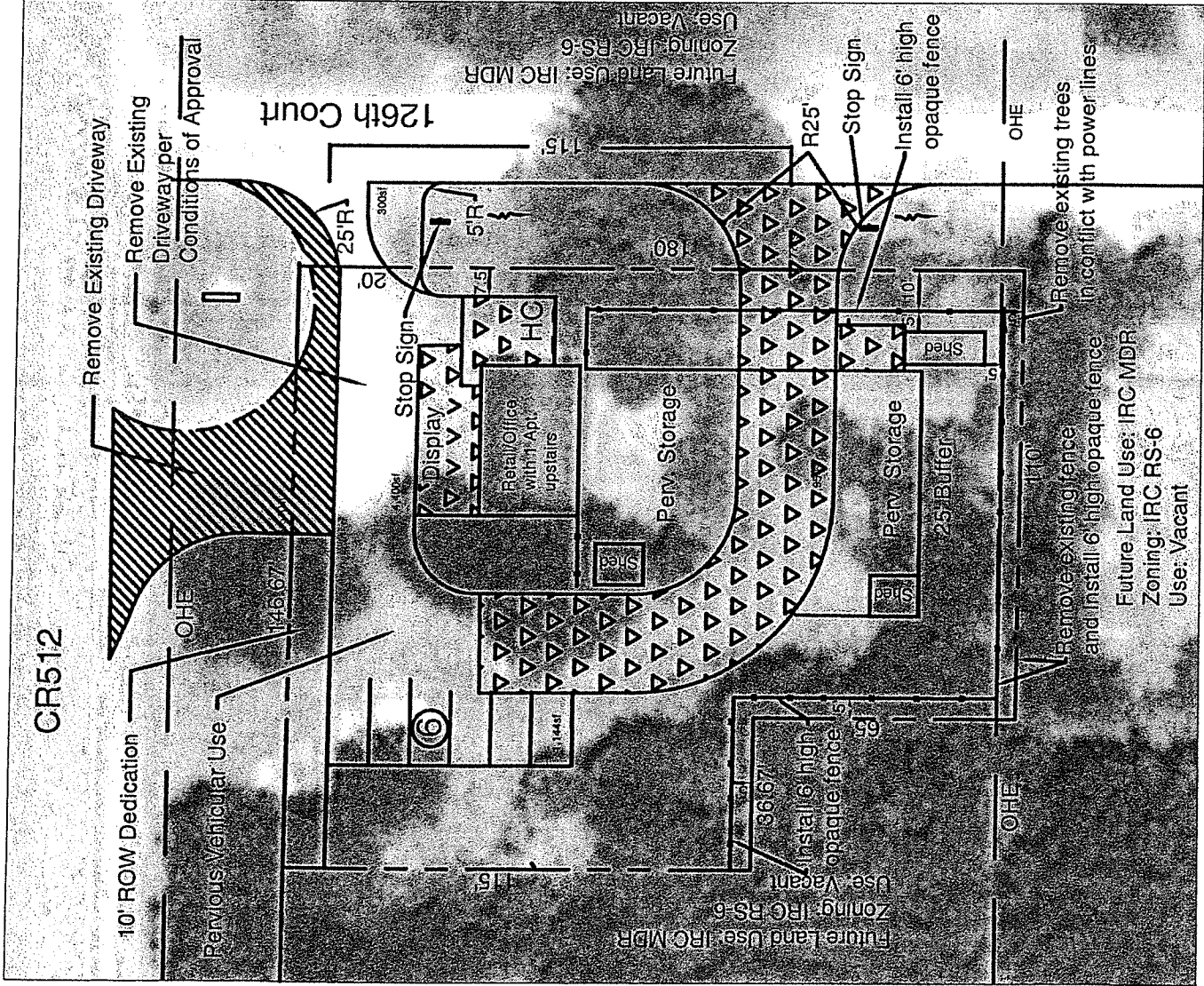


NO SCALE

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

Proposed Use:
1 Apartment Unit
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
Impervious:	5,875sf
Primary Building	900sf
Accessory Buildings	400sf
Sidewalks	140sf
Vehicular Use	4,435sf
Pervious:	16,688sf
Interior Landscape Area*	1,046sf
Perimeter Landscape Area*	8,352sf
Outdoor Storage Area	3,120sf
Outside Display Area*	1,220sf
Vehicular Use	2,950sf
Open Space*:	30% Req'd. 47.1% Prov.
Parking:	7 Req'd. 7 Prov.

Retail (1/200sf)
Apt. Unit (2/unit)



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.

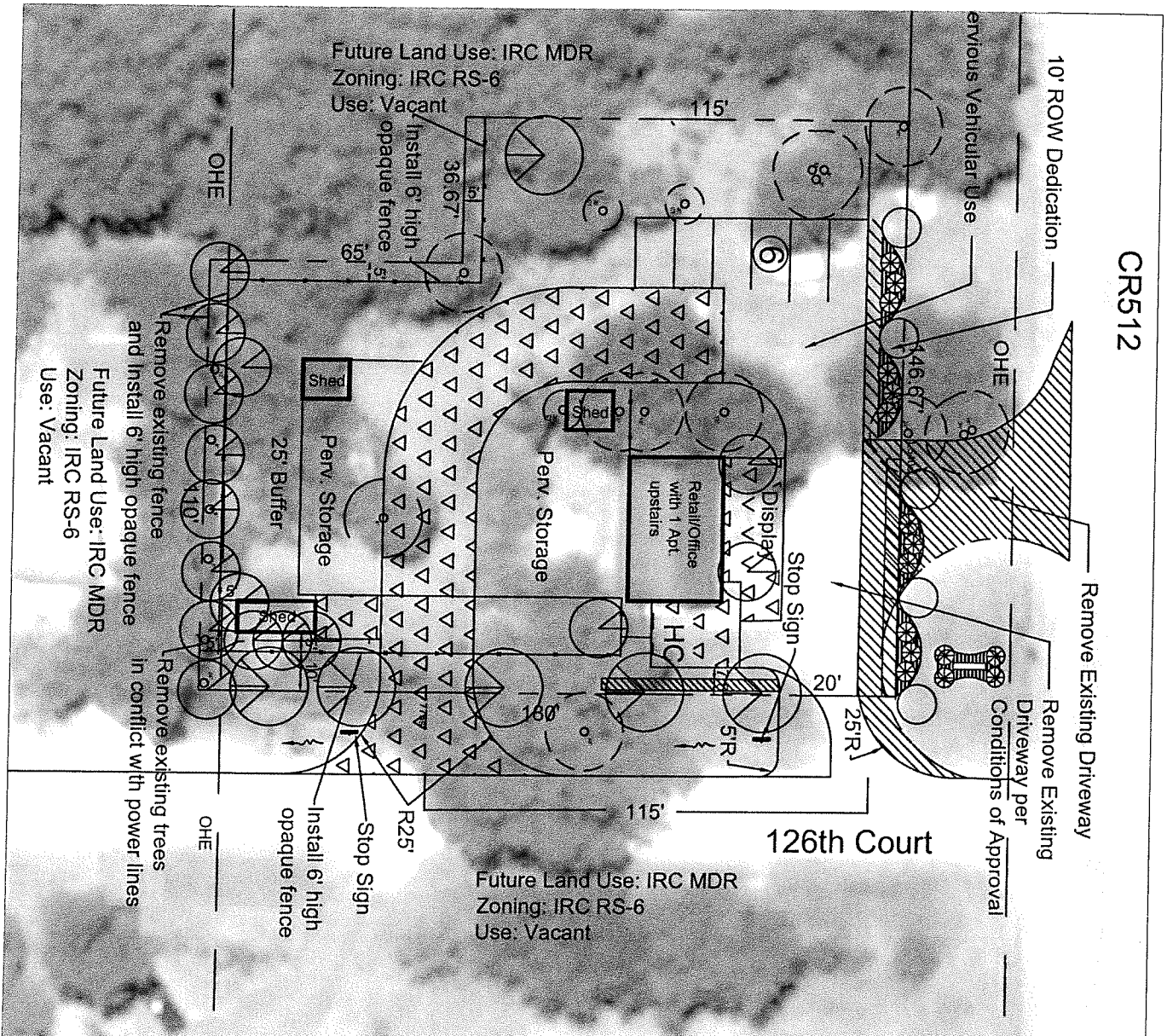
CR512

Scale: 1"=40'



12645 CR512 - Final Development Plan
Drawn by: RL CDD, City of Fellsmere

CR512



Scale: 1"=40'



EXHIBIT 'B'
Nov 2, 2023
Drawn by: RL CDD, City of Fellsmere

West Buffer	
Required:	7 understory (14")
	9 canopy (27")
Provided:	6' opaque screen
	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")
Provided:	6' opaque screen
	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
Legend	
	Ground Cover
	Canopy Tree
	Accent Tree
	Palm Tree
	Hedge
	Understory Tree
	Existing Tree

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.

Matter No. 17-243

**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.

Notary Public, State of Florida

Printed Name: _____

Commission Number: _____

Commission Expiration: _____

SEAL

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: _____

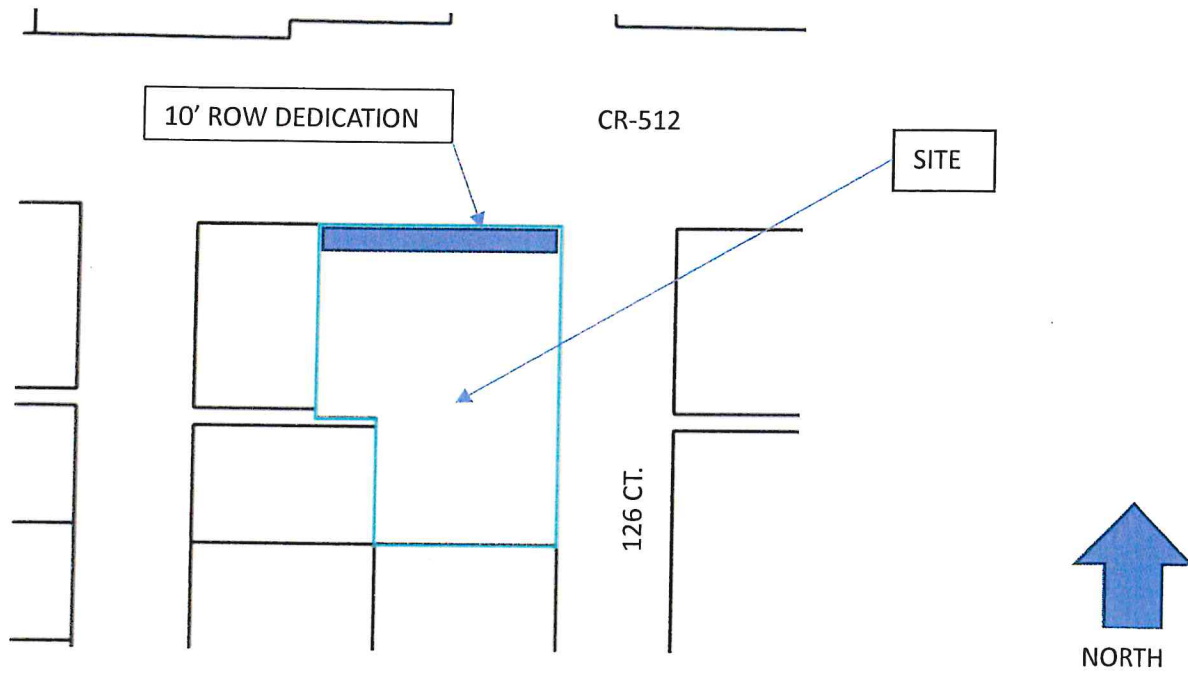
EXHIBIT "E"
Attachment "1"
to
Limited Access Easement

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: December 7, 2023

#6(b)

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

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 26th Place, located NE and adjacent to the CVS distribution facility that lies just off of SR-60.

RECOMMENDED MOTION/ACTION: Conduct 2nd Reading and Public Hearing for Ordinance #2023-28 and Resolution #2023-50.

Approved by City Manager *Mahe Mathew* **Date:** 11.29.23

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: 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 _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <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 applicant is the Emergency Services District of Indian River County. They are proposing a new Fire Station to be located at 9700 26th 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 26th 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 26th Place is widened, whichever occurs first.

t

**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 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 5J-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

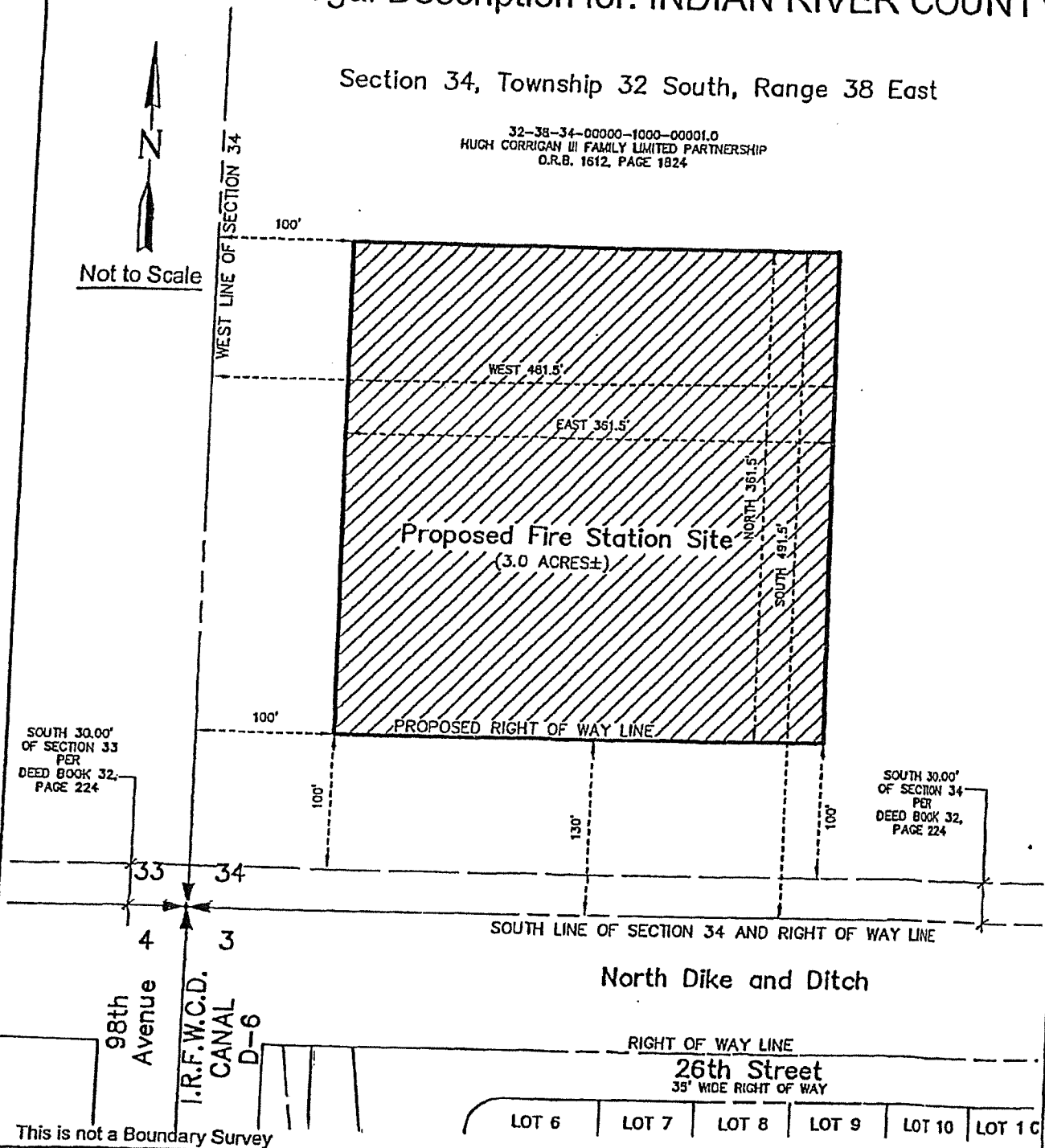
SHEET: 1 OF 2
JOB NO: IRC-3051

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 166.33 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 98th 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 26th Street is paved or widened, whichever occurs first; and

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.
- 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

2023.11.15 Matter No. 22-334 Resolution No. 2023-50

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)

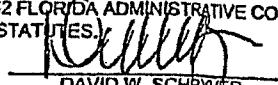
Legend and Abbreviations

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

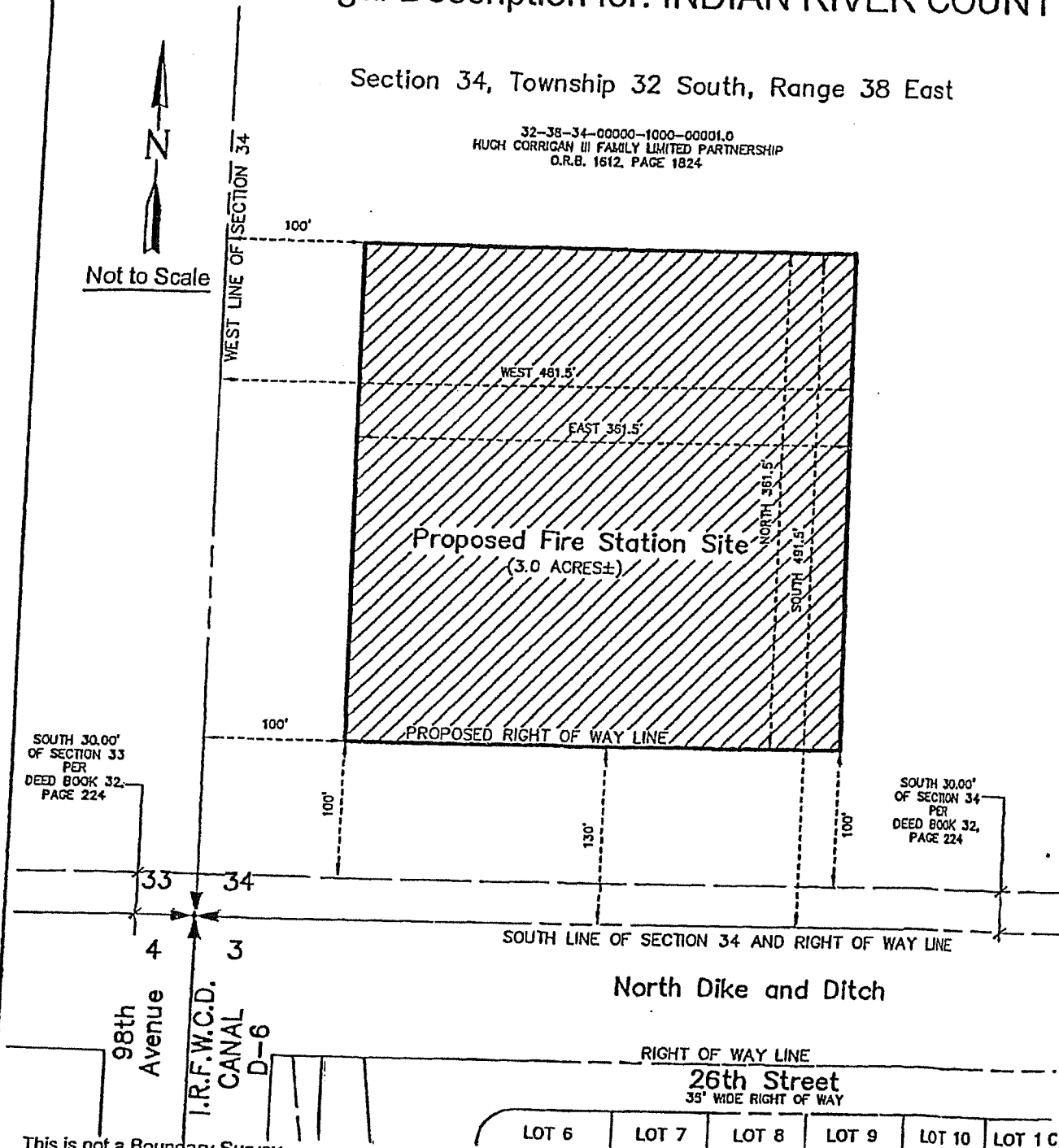
AGENCY: INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.	
DATE: 09/22/2021	DRAWN BY: R. INGLET
SCALE: N/A	APPROVED BY: D. SCHRYVER
SHEET: 1 OF 2	JOB NO: IRC-3051

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



This is not a Boundary Survey

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

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

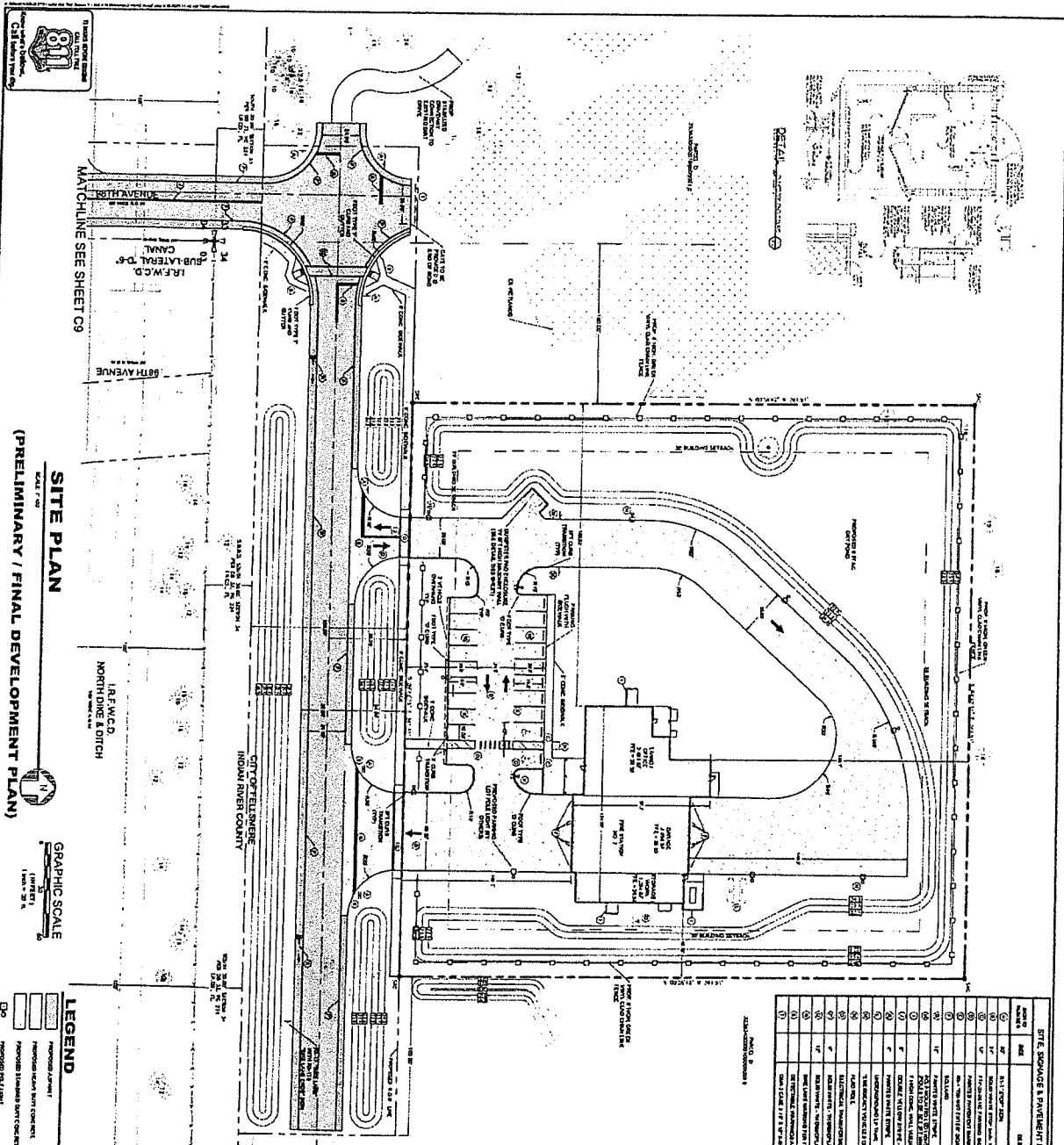
SCALE: N/A
APPROVED BY: D. SCHRYVER

SHEET: 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 PLAN
SCALE: 1" = 20'
(PRELIMINARY / FINAL DEVELOPMENT PLAN)

GRAPHIC SCALE
1" = 20'
1" = 20'

LEGEND
 [Symbol] PROPOSED DRIVE
 [Symbol] PROPOSED DRIVE
 [Symbol] PROPOSED DRIVE
 [Symbol] PROPOSED DRIVE

SITE SPACES & PAVEMENT MARKING SCHEDULE	
NO.	DESCRIPTION
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PROJECT INFORMATION
OWNER/CLIENT: CITY OF FELLSMERE
PROJECT NAME: IRC FIRE RESCUE FIRE STATION #7
PROJECT ADDRESS: 11111 S.W. 11th Avenue, Fort Lauderdale, FL 33309
PROJECT NO.: 11111
DATE: 11/11/11
SCALE: 1" = 20'
DESIGNER: M.B.V. ENGINEERING, INC.
DATE: 11/11/11
SCALE: 1" = 20'
DESIGNER: M.B.V. ENGINEERING, INC.

GENERAL NOTES:
 1. THE SITE PLAN IS A PRELIMINARY DEVELOPMENT PLAN. IT IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE CITY OF FELLSMERE.
 2. THE SITE PLAN IS SUBJECT TO THE CITY OF FELLSMERE'S REVIEW AND APPROVAL.
 3. THE SITE PLAN IS SUBJECT TO THE CITY OF FELLSMERE'S REVIEW AND APPROVAL.
 4. THE SITE PLAN IS SUBJECT TO THE CITY OF FELLSMERE'S REVIEW AND APPROVAL.
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 8. THE SITE PLAN IS SUBJECT TO THE CITY OF FELLSMERE'S REVIEW AND APPROVAL.
 9. THE SITE PLAN IS SUBJECT TO THE CITY OF FELLSMERE'S REVIEW AND APPROVAL.
 10. THE SITE PLAN IS SUBJECT TO THE CITY OF FELLSMERE'S REVIEW AND APPROVAL.

PERMITS REQUIRED:
 1. CITY OF FELLSMERE
 2. FLORIDA DEPARTMENT OF TRANSPORTATION
 3. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 4. FLORIDA DEPARTMENT OF REVENUE
 5. FLORIDA DEPARTMENT OF AGRICULTURE
 6. FLORIDA DEPARTMENT OF HEALTH
 7. FLORIDA DEPARTMENT OF EDUCATION
 8. FLORIDA DEPARTMENT OF LABOR
 9. FLORIDA DEPARTMENT OF TROOPERS
 10. FLORIDA DEPARTMENT OF CORRECTIONS

TRAFFIC STATEMENT:
 THE TRAFFIC STATEMENT IS A PRELIMINARY STATEMENT. IT IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE CITY OF FELLSMERE.
 THE TRAFFIC STATEMENT IS SUBJECT TO THE CITY OF FELLSMERE'S REVIEW AND APPROVAL.
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PARKING DATA:
 TOTAL PARKING SPACES: 100
 TOTAL PARKING SPACES: 100
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 TOTAL PARKING SPACES: 100
 TOTAL PARKING SPACES: 100
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REVISIONS:
 1. 11/11/11
 2. 11/11/11
 3. 11/11/11
 4. 11/11/11
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 9. 11/11/11
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IRC FIRE RESCUE FIRE STATION #7
CITY OF FELLSMERE FINAL DEVELOPMENT & SITE CONSTRUCTION PLAN
CITY OF FELLSMERE

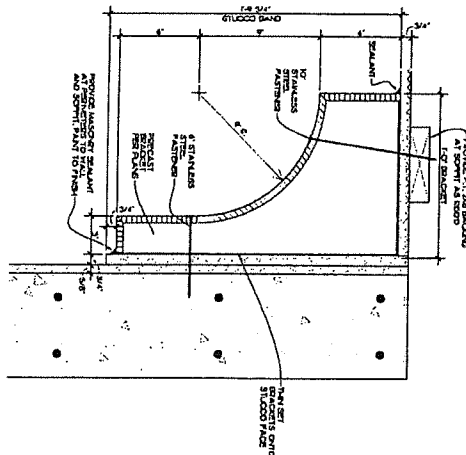
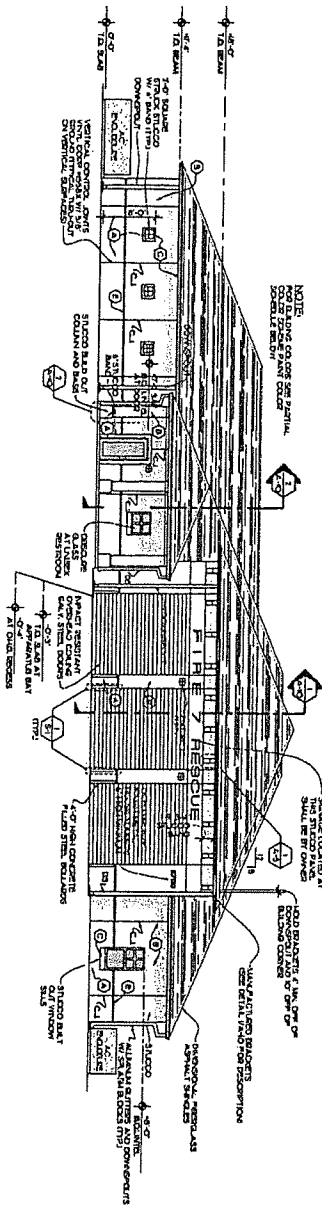
SITE PLAN
PRELIMINARY / FINAL DEVELOPMENT PLAN

MBV ENGINEERING, INC.
11111 S.W. 11th Avenue, Fort Lauderdale, FL 33309
TEL: 954.333.1111
WWW.MBVENGINEERING.COM

DATE: 11/11/11
SCALE: 1" = 20'
DESIGNER: M.B.V. ENGINEERING, INC.

FRONT ELEVATION

SCALE 1/8" = 1'-0"



DETAIL
SCALE 1/4\"/>

LIGHT FIXTURE MOUNTING HEIGHTS

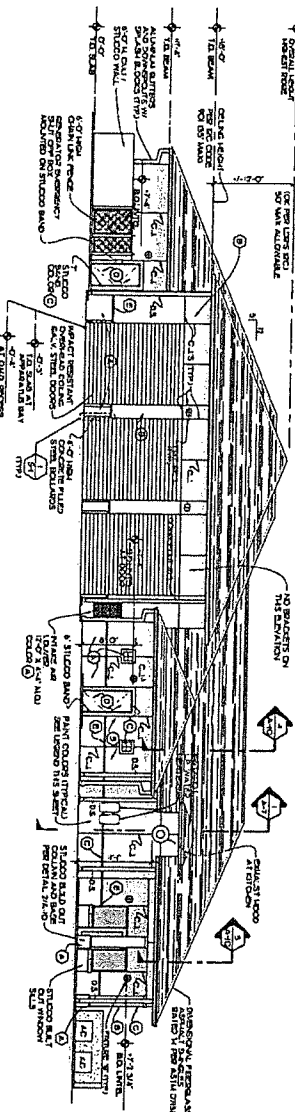
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PAINT COLOR SCHEDULE

- ① BRANCH BLUE SILCO COLORED
- ② BRANCH SILCO FIELD COLORED
- ③ BRANCH SILCO TRIM & SILL COLORED
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REAR ELEVATION

SCALE 1/8" = 1'-0"



NOTE: ALL COORDINATES OF INTERESTING SHALL BE SET AND DO NOT VARY IN ANY OF THE OTHER DIRECTIONS WITH STATION 1000.

PROJECT: STATION #7

FOR: INDIAN RIVER COUNTY FIRE DISTRICT
1840 75TH STREET
VERO BEACH, FLORIDA 33580

SCALE:



EDLUND - DRITENBAS - BINKLEY
ARCHITECTS AND ASSOCIATES, P.A.
40-14 CHERRY
65 ROYAL PALM POINTE, SUITE "D"
VERO BEACH, FLORIDA 33580
PHONE: (772) 569-4320

SKETCH NO.
A-5
OF 17 PAGES

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

Meeting Date: December 7, 2023

Agenda Item No. # 6(c)

☒ 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: 208 S. Mulberry Street as surplus property

RECOMMENDED MOTION/ACTION: Conduct public hearing and declare 208 S. Mulberry Street as surplus property and direct staff to proceed with sale of property.

Approved by City Manager Marcus Mathis Date: 11.29.23

Originating Department:	Costs: \$ 0.00 Funding Source: Acct. #	Attachments: Draft Quit Claim Deed Invitation to Redevelop (buy) Survey
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <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:

Staff is requesting City Council declare 208 S. Mulberry Street as surplus property. The property consists of a 25' wide vacant lot. Due to errors by the survey layout of the adjacent home at 204 S. Mulberry Street, improvements on this adjacent lot encroach upon 208 S. Mulberry owned by the City. The lot is unbuildable due to size. Being within the CRA, sale of lot will follow Florida Statutes as recently codified in City Code of Ordinances. Given the unique circumstances of this property, there will be no minimum bid amount. A future agenda item will return with any CRA Sale offers received for Council consideration. The selection of the final offer is not subject to maximum price offer but consideration of the use of parcel as set forth by the proposed purchaser, price, terms, and other considerations as may be appropriate by City Council in determining which offer best meets the goals of the CRA. An excerpt of code related to sale of property within the CRA is attached.

City of Fellsmere City Council
Agenda Request Form - continued



The following provisions shall apply to real property within a community redevelopment area as designated in the Community Redevelopment Plan 2009, as amended:

(1) When the city council has determined, after public hearing, that any real property owned by the city is no longer needed, the property shall be sold in accordance with this subsection (b) and F.S. § 163.380. Real property must be sold at a value determined to be in the public interest for uses in accordance with the Community Redevelopment Plan 2009, as amended. In determining the value, the city shall take into account the following:

- a. The long-term benefits to be achieved by the city or the community redevelopment agency resulting from incurring short-term losses or costs in disposal of such property; and
- b. The uses provided in the community redevelopment plan; and
- c. The restrictions upon, and the covenants, conditions and obligations assumed by the purchaser and/or the city and community redevelopment agency retaining the property; and
- d. The objectives of the community redevelopment plan for the prevention of the recurrence of slum or blighted areas.

(2) If the city disposes of the real property for less than the fair value, such disposition shall require the approval of city council, which approval may only be given following a duly noticed public hearing. In the event the negotiated sale or lease price is below fair value, the city shall impose at least one of the following requirements, conditions, restrictions, and/or limitations:

- a. The instrument of conveyance shall provide that the purchaser or lessee is without power to sell, lease, or otherwise transfer the real property without the consent of the city until the purchaser or lessee has completed the construction of any or all improvements which he or she has obligated himself or herself to construct thereon; and/or

Meeting Date: September 21, 2023

Agenda Item No.

City of Fellsmere City Council
Agenda Request Form - continued

- b. The instrument of conveyance shall contain a reverter clause providing that in the event a particular covenant or condition remains unsatisfied or is violated within a specified period of time, which shall be determined in the sole discretion of city council, title to the property shall automatically revert back to the city; and/or
 - c. The city shall be entitled to, at minimum, ten percent of the proceeds from the next bona-fide transfer, sale, or conveyance of the property.
- (3) The city shall comply with the following sales procedures when disposing of surplus property within a community redevelopment area as designated in the Community Redevelopment Plan 2009, as amended
- a. The city must give public notice by publication in a newspaper at least 30 days prior to the execution of any contract to sell, lease, or otherwise transfer real property and prior to the delivery of any instrument of conveyance with respect thereto.
 - b. The city shall invite proposals from, and make all pertinent information available to, private developers or any persons interested in undertaking to redevelop or rehabilitate a community redevelopment area or any party thereof. The notice must identify the area or portion thereof and shall state the proposal must be made by those interested within 30 days after the date of publication of the notice and that such available information may be obtained at such location designated in the notice.
 - c. The city shall consider all proposal and the financial and legal ability of the persons making such proposal to carry them out.
 - d. If the aforementioned procedures are followed, the city may accept such proposal as it deems to be in the public interest.



www.landtecsurvey.com



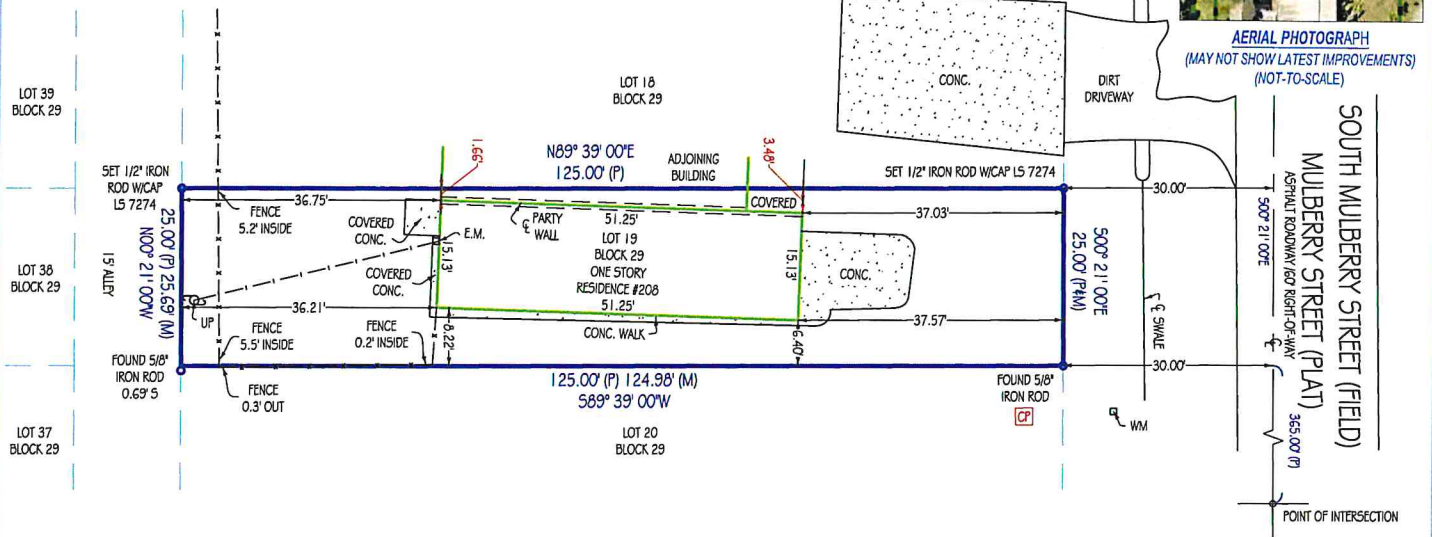
PROPERTY ADDRESS:

208 South Mulberry Street
Fellsmere, FL 32948

BOUNDARY SURVEY

Prepared for:
City of Fellsmere

Sheet 1 of 2 (Sketch of Survey) - See Sheet 2 of 2 for Legal Description, Certifications, Property and other Survey related data. SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS



CP = CONTROLLING POINT (POINT OF ROTATION) *HFA* = HELD FOR ALIGNMENT - ALL OTHER MONUMENTATION AND IMPROVEMENTS RELATIVE THERETO

Platted Easements & Notable Conditions (unplatted easements also listed if provided): IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN AND THEIR RELATIONSHIP TO THE BOUNDARY LINE.

- ADJINERS BUILDING CROSSES THE BOUNDARY LINE ON NORTHERLY SIDE OF LOT AS SHOWN.

This survey has been issued by the following
Landtec Surveying office:
700 West Hillsboro Boulevard, Suite 4-100
Deerfield Beach, FL 33441
Office: (561) 367-3587
Fax: (561) 465-3145
www.Landtecsurveying.com

Elevations, if shown:

Benchmark:

Benchmark Elev.:

Benchmark Datum:

Elevations on Drawing are in:

N.G.V.D.29 ☐ N.A.V.D.88 ☐

Revisions:

BEARING REFERENCE:
CENTER LINE OF SOUTH MULBERRY STREET
AS S 00°21'00" E ALL BEARINGS
SHOWN HEREON REFERENCED THERETO.

Job Number: 161250-SE

Date of Field Work: 02/09/2023

Drawn by: M. N.

LANDTEC
SURVEYING
and Lien
LICENSED BUSINESS No. 8507

TYPE OF SURVEY:

☐ BOUNDARY
☐ CONSTRUCTION
☐ CONDOMINIUM
☐ ALTA/NSPS
☐ TOPOGRAPHIC
☐ SPECIAL PURPOSE

PURPOSE OF SURVEY (SEE GENERAL NOTES BELOW):

LEGAL DESCRIPTION:

Lot 19, Block 29, Town of Fellsmere, according to the map or plat thereof as recorded in Plat Book 2, Page 3, Public Records of St. Lucie County, Florida; said land now lying and being in Indian River County, Florida.

PROPERTY ADDRESS:

208 SOUTH MULBERRY STREET
FELLSMERE, FL 32948

INVOICE NUMBER: 161250-SE

DATE OF FIELD WORK: 02/09/2023

CERTIFIED TO:

CITY OF FELLSMERE

FLOOD ZONE: X

FLOOD MAP: 12061C

PANEL: 0091

SUFFIX: H

PANEL DATE: 12/04/2012

PLATTED EASEMENTS, NOTABLE OR ADVERSE CONDITIONS (UNPLATTED EASEMENTS ALSO LISTED IF PROVIDED BY CLIENT):

IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN HEREON AND THEIR RELATIONSHIP TO THE BOUNDARY LINE.

- ADJINERS BUILDING CROSSES THE BOUNDARY LINE ON NORTHERLY SIDE OF LOT AS SHOWN.

ABBREVIATION LEGEND (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING):

A OR AL = ARC LENGTH	EM = ELECTRIC METER	P = PLAT	QTR = QUARTER
C/O = CLEANOUT	F.F.E. = FINISHED FLOOR ELEV.	PC = POINT OF CURVE	R = RADIUS
CA = CENTRAL ANGLE	FIR = FOUND IRON ROD	PCC = POINT OF COMPOUND CURVE	RNG = RANGE
CATV = CABLE TV RISER	FN = FOUND NAIL	PH = POOL HEATER	SEC = SECTION
CF = CALCULATED FROM FIELD	FND = FOUND	PI = POINT OF INTERSECTION	TR = TELEPHONE RISER
CH = CHORD DISTANCE	G.F.F. = GARAGE FINISHED FLOOR	POB = POINT OF BEGINNING	TWP = TOWNSHIP
CONC. = CONCRETE	L = LEGAL DESCRIPTION	POC = POINT OF COMMENCEMENT	UE = UTILITY EASEMENT
CR = CALCULATED FROM RECORD	M = MEASURED	PP = POOL PUMP	UP = UTILITY POLE
DE = DRAINAGE ELEVATION	OHC = OVERHEAD CABLE	PRC = POINT OF REVERSE CURVE	WM = WATER METER
EL OR ELEV = ELEVATION		PT = POINT OF TANGENCY	WV = WATER VALVE

SYMBOLS (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING - NOT TO SCALE):

= UTILITY POLE	= WELL
= LIGHT POLE	= CENTER LINE
= CATCH BASIN	= PARTY WALL
= FIRE HYDRANT	= AIR CONDITIONER
= MANHOLE	= SEPTIC LID
= WATER VALVE	= ELEV. SHOT
= WATER METER	= SECTION CORNER
= WATER METER	= SECTION CORNER

LINE TYPES:

BOUNDARY	
BUILDING	
EASEMENT	
CHAIN LINK FENCE	
WOOD FENCE	
PLASTIC FENCE	
OVERHEAD CABLE	

GENERAL NOTES:

- THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
- AS INDICATED ABOVE, UNDER "PURPOSE OF SURVEY", IF THIS SURVEY HAS BEEN PREPARED FOR A PURCHASE OR REFINANCE, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES, AND IS NOT INTENDED FOR USE IN DESIGN OR CONSTRUCTION PURPOSES. RECIPIENTS MUST CONTACT OUR OFFICE FOR APPROVAL PRIOR TO SUCH USE. LANDTEC SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
- ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OF, OR CHANGES MADE TO, ANY FENCES UNLESS WE HAVE PROVIDED A SURVEY SPECIFICALLY LOCATING SAID FENCES FOR SUCH PURPOSES. DETERMINATION OF FENCE POSITIONS SHOULD BE BASED SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
- GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
- UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
- ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988) AS SHOWN ON SHEET 1.
- ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
- ANY CORNERS SHOWN AS "SET" HAVE EITHER BEEN SET ON THE DATE OF FIELD WORK, OR WILL BE SET WITHIN 2 BUSINESS WEEKS OF SAID DATE AND ARE IDENTIFIED WITH A CAP MARKED LS (LICENSED SURVEYOR) #7274.

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 5J-17.051 & 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062, PURSUANT TO SECTION 472.025, FLORIDA STATUTES.



Digitally signed
by Pablo Alvarez
Date: 2023.02.10
13:41:24 -05'00'

SIGNATURE

PABLO ALVAREZ - PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA REGISTRATION NO. 7274 (NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR THE ELECTRONIC SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE)

DATE: 02/10/2023

PRINTING INSTRUCTIONS:

WHEN PRINTING THIS PDF IN ADOBE. SELECT "ACTUAL SIZE" TO ENSURE CORRECT SCALING. DO NOT USE "FIT".

LANDTEC
SURVEYING
and Lien

LICENSED BUSINESS No. 8507

**NOTICE OF INVITATION TO REDEVELOP OR REHABILITATE REAL PROPERTY
WITHIN COMMUNITY REDEVELOPMENT AREA**

The City of Fellsmere will be accepting proposals for the redevelopment or rehabilitation of one (1) vacant residential Lot located within the corporate limits of the City of Fellsmere, Indian River County, Florida. The Lots are described as follows:

Lot 19, Block 29, Town of Fellsmere, according to the map or plat thereof as recorded in Plat Book 2, Page 3, Public Records of Indian River County, Florida.

Also known as: 208 South Mulberry Street, Fellsmere, Florida 32948.

Private developers or any persons interested in undertaking to redevelop or rehabilitate the Lot (19) must submit written proposals within thirty (30) days of the date this notice is published to the City Clerk's Office at 22 S. Orange Street, Fellsmere, FL 32948. Proposals shall be clearly identified with "City of Fellsmere Redevelopment of Land" and the proposal deadline date written thereon. Proposals must also include information about the person's financial and legal ability to carry out the proposal.

Pertinent information about the Lot and the City's Community Redevelopment Plan is available in the Community Development Department at City Hall, 22 S. Orange Street, Fellsmere, FL 32948. All proposals submitted prior to the deadline will be reviewed and considered by City Council on November 2, 2023, at 7:00 p.m., or shortly thereafter in the City Council Chambers, 22 S. Orange Street, Fellsmere, FL 32948.

CITY OF FELLSMERE, FLORIDA

By: Maria Suarez-Sanchez

City Clerk

SALE: NONE
DOC. STAMPS:

This Instrument was prepared by
and should be returned to:

D. Johnathan Rhodeback, Esq.
Dill, Evans & Rhodeback
1565 U.S. Highway 1
Sebastian, FL 32958

Parcel ID No.: 31370000005005000112.0

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

QUITCLAIM DEED

This Quitclaim Deed, executed this ____ day of _____, 2024, from the **CITY OF FELLSMERE, FLORIDA**, a municipal corporation created pursuant to the laws of the State of Florida, whose address is 22 S. Orange Street, Fellsmere, Florida 32948, hereinafter referred to as "Grantor", to _____, whose address is _____, 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, receipt whereof is hereby acknowledged, does hereby release, remise, and forever quitclaim unto the said Grantee, and Grantee's heirs and assigns forever, all the right, title, interest, claim, and demand which the Grantor has in and to the following described land, situate, lying and being in Indian River County, Florida, to-wit

Lots 19, Block 29, Town of Fellsmere, according to the map or plat thereof as recorded in Plat Book 2, Page 3, Public Records of Indian River County, Florida.
Also known as: 208 South Mulberry Street, Fellsmere, Florida 32948.

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

AND FURTHER 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.

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

Signed, sealed and delivered
in our presence:

WITNESSES:

CITY OF FELLSMERE

Sign: _____
Print: _____

By: Joel Tyson, Mayor _____

Sign: _____
Print: _____

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Joel Tyson, Mayor of the City of Fellsmere, Florida, who is [] personally known to me or [] have produced _____ as identification.

"SEAL"

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

City of Fellsmere City Council
Agenda Request Form

Meeting Date: December 7, 2023

Agenda Item No. 12(a)

☐ 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: Comprehensive Plan Amendment in support of Marian Estates Planned Development.

RECOMMENDED MOTION/ACTION: Conduct first reading and set first public hearing for January 4, 2024.

Approved by City Manager Maria Matha **Date:** 11.29.23

Originating Department:	Costs: Funding Source: Acct. #	Attachments: Ord. 2023-33
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 type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_X_ 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:

Developers of a 78 acre parcel on the south side of CR512 west Myrtle Street are requesting a text amendment to the Comprehensive Plan to increase units from 320 to 332 and to change the mix of units from 152 Townhomes and 168 single-family homes to 105 townhomes and 227 single-family homes. The Amendment also adjusts the boundary of the overlay district along CR512 to include the frontage of this project into the overlay district.

**ORDINANCE
NO. 2023-33**

AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP SERIES AS REQUESTED BY MARION ESTATES; AMENDING THE TEXT OF THE COMPREHENSIVE PLAN CHAPTER 1. FUTURE LAND USE ELEMENT, GOAL FLUE A. LAND USE OBJECTIVE FLUE A-3 INFILL DEVELOPMENT AND REDEVELOPMEN, POLICY FLUE A-3.2. OVERLAY DISTRICT BOUNDARIES ANDCHAPTER 1. FUTURE LAND USE ELEMENT GOAL FLUE B. FUTURE LAND USE MAP OBJECTIVE FLUE B-5 GARAFOLO; FURTHER AMENDING THE FUTURE LAND USE MAP TO ADD 8.21 ACRES MORE OR LESS AS CR512 OLD TOWN OVERLAY DISTRICT; PROVIDING FOR RATIFICATION; AUTHORITY; COMPREHENSIVE PLAN TEXT AND MAP AMENDMENT; TRANSMITTAL PHASE; ADOPTION PHASE; TRANSMITTAL OF DRAFT PLAN AMENDMENT AND FINAL ADOPTION DOCUMENTS; COMPILATION; SEVERABILITY; CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapters 163 and 166, Florida Statutes (2023), provides authority for the City of Fellsmere to prepare and enforce Comprehensive Plans for the development of the City; and

WHEREAS, Section 163.3161 et. seq. Florida Statutes (2023), established the Community Planning Act, which mandates the preparation of comprehensive plans and unified land development regulations for all units of local government; and

WHEREAS, the Florida Legislature has reconfirmed that Sections 163.3161 through 163.3217, Florida Statutes (2023), provides the necessary statutory direction and basis for city officials to carry out their comprehensive planning and land development regulations powers, duties and responsibilities; and

WHEREAS, the Comprehensive Plan has been found to be in compliance by the Department of Commerce; and

WHEREAS, Sections 163.3184 and 163.3187 Florida Statutes (2023), provide authority to adopt this Ordinance amending the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission acting as the Local Planning Agency has reviewed the proposed changes to the Comprehensive Plan and held an advertised public hearing on _____, 2024 and recommended to the City Council the adoption of the amendments to the Comprehensive Plan; and

WHEREAS, based upon public hearings and due consideration, the City Council believes that the health, safety, welfare, environmental and general conditions of the citizens of the City are furthered by the amendments to the Comprehensive Plan.

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. AUTHORITY. This Ordinance is being adopted pursuant to Article VIII, Section 2, Constitution of the State of Florida; Chapter 166, Part I, Florida Statutes (2023), and Chapter 163, Part II, Florida Statutes (2023).

SECTION 3. COMPREHENSIVE PLAN TEXT AND MAP AMENDMENT. The Comprehensive Plan Chapter 1. Future Land Use Element, Goal FLUE A, Land Use Objective FLUE A-3 Infill Development and Redevelopment, Policy FLUE A-3.2 Overlay District Boundaries and Goal FLUE B Future Land Use Map Objective FLUE B-5 Garafolo are amended to read as set forth in Composite Exhibit "A" attached hereto and by this reference made a part hereof, and the Future Land Use Map is amended to add 8.21 acres more or less as CR512 Old Town Overlay District (hereinafter the above Text Amendments and Map Amendment are collectively referred to as "Comprehensive Plan Amendments").

SECTION 4. TRANSMITTAL PHASE. The Comprehensive Plan Amendments as set forth above and in Composite Exhibit "A" are approved for transmittal to the review agencies and the State land planning agency (Florida Department of Commerce) as provided in Section 163.3184 Florida Statutes 2023, within ten (10) working days after the initial public hearing.

SECTION 5. ADOPTION PHASE. The State land planning agency (Florida Department of Commerce) and reviewing agencies have reviewed the Comprehensive Plan Amendments as contained herein and had no comments related to important state resources and facilities that would be adversely affected by the amendments. Therefore, the Comprehensive Plan Amendments as set forth in Section 3. above adopted as of the effective date of this Ordinance.

SECTION 6. TRANSMITTAL OF DRAFT PLAN AMENDMENT AND FINAL ADOPTION DOCUMENTS. The City Manager is directed to transmit a certified copy of this Ordinance and the plan amendment and appropriate supporting data and analyses to reviewing agencies designated under Section 163.3184 (3) Florida Statutes 2023 within ten (10) working days after the initial public hearing and proceed in accordance with the provisions of Chapter 163, Part II, Florida Statutes 2023. The adopted plan amendments, along with all supporting data and analysis shall be transmitted within ten (10) working days after the second public hearing to the State land planning agency (Florida Development of Commerce) and any other agency or

government that provided timely comments. See Section 163.3184(3) (b) 1 and (c) 2, Florida Statutes (2023).

SECTION 7. COMPILATION. The provision of this Ordinance may be incorporated into the City of Fellsmere, Florida Comprehensive Plan and the word “ordinance” may be changed to “section”, “article”, “chapter”, or other appropriate word, and the sections of this Ordinance may be re-titled, re-numbered or re-lettered, to accomplish such condition.

SECTION 8. SEVERABILITY. If any section, part of a sentence, phrase or word of this Ordinance is for any reason held to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portions hereof and it shall be construed to have been the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative part. Grammatical, typographical and other like errors may be corrected and additions, alterations and omissions, not affecting the construction or meaning of this Ordinance, the City Land Development Code and the City Code of Ordinances may be freely made.

SECTION 9. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of conflict.

SECTION 10. EFFECTIVE DATE. As set forth in Section 163.3184 Florida Statutes 2023, the effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Florida Department of Commerce notifies the City that the plan amendment is complete. If timely challenged, this amendment shall become effective on the date the Department of Commerce or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

PASSAGE UPON FIRST READING

The foregoing Ordinance was moved for passage upon first reading this ____ day of _____, 2024 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 R. Herrera	_____
Council Member Inocencia Hernandez	_____
Council Member Gerry Renick	_____
Council Member Jessica Salgado	_____

ATTEST:

Maria Suarez-Sanchez, City Clerk

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 R. Herrera	_____
Council Member Inocencia Hernandez	_____
Council Member Gerry Renick	_____
Council Member Jessica Salgado	_____

The Mayor thereupon declared this Ordinance fully passed and adopted this _____ day of _____, 2024.

CITY OF FELLSMERE, FLORIDA

Joel Tyson, Mayor

ATTEST:

Maria Suarez-Sanchez, City Clerk

I HEREBY CERTIFY that Notice of the public hearings 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 _____, 2024, and the first reading was held on the ____ day of _____, 2024, and that the first public hearing was held on the ____ day of _____, 2024, and that the second and final reading and public hearing was held on the ____ day of _____, 2024.

Maria Suarez-Sanchez, City Clerk

**COMPOSITE
EXHIBIT "A"
TO
ORDINANCE 2023-33**

Comprehensive Plan Amendment

**OBJECTIVE FLUE B-5. MARION ESTATES
ORDINANCE NO. 07-25, (AMENDED BY
ORDINANCE NO. 2023-33, ADOPTED ON
_____, 2024)**

The amendment to the Comprehensive Plan Future Land Use Maps as requested by CGV of Fellsmere, LLC is subject to compliance with the following conditions and requirements, which shall run with the land.

1. The density of the residential development on the above-described land shall not exceed 4.71 dwelling units per acre in order to achieve a maximum of Three Hundred Thirty-Two (332) residential units (105 town homes and 227 single-family homes) on Seventy and Fifty-Six One-hundredth (70.56) acres. The commercial activity shall be limited to the Northern Eight and Twenty-One One Hundredths (8.21) acres and no portion of this land shall be entitled to be used for calculating density within the residential development.
2. The owner/developer shall demonstrate prior to site plan approval that all concurrency provisions have been addressed or met including but not limited to: sanitary sewer, solid waste, drainage, potable water, parks and recreation, and transportation facilities, including mass transit, where applicable.
3. The owner/developer shall enter into a development agreement to provide for payment of fees for construction of public facilities and services demanded by the development.
4. Existing roadways shall be used as the basis for forming a "grid" pattern for new developments to the extent practical based upon the geography and typography.
5. Architectural and site designs standards shall provide for a uniform theme or character of the development, with a mix of styles and range of prices to assure access by various income groups.
6. The development will incorporate Green Building (LEED) buildings and the site standards to the extent feasible.

**COMPOSITE
EXHIBIT "A"
TO
ORDINANCE 2023-33**

Comprehensive Plan Amendment

POLICY FLUE A-3.2 – OVERLAY DISTRICT BOUNDARIES

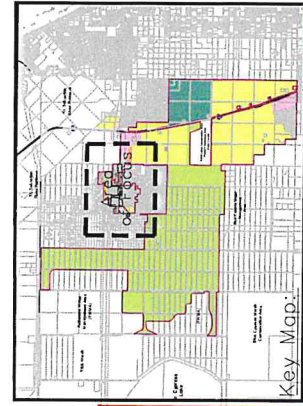
Policy FLUE A-3.2. - Overlay District Boundaries.

The following infill/redevelopment mixed-use districts are hereby created as future land use map overlays.

1. CR 512 Old Town. This district applies as follows:
 - a. All properties fronting CR 512 between Willow Street and 141st Avenue and those properties that contain corner frontage with CR 512 and 141st Avenue and CR 512 and Willow Street.
2. CR 512 Old Town - Off Road. This district applies as follows:
 - a. All properties not fronting CR 512 that lie as follows:
 - i. Between CR 512 and Oregon Avenue and between N. Willow Street and N. Pine Street but excluding those properties with frontage on N. Willow Street;
 - ii. Between CR 512 and Michigan Avenue and between S. Willow Street and S. Pine Street; and
 - iii. Between CR 512 and California Avenue and containing a Medium Density Residential future land use designation.
3. CR 512 Frontage Road. This district applies as follows:
 - a. To all portions of a site and buildings located to a depth of 450 feet from the edge of the CR 512 right-of-way between Willow Street and 120th Street, excluding those properties otherwise contained within the CR 512 Old Town district.
4. N. Broadway. This district applies as follows:
 - a. All properties fronting N. Broadway Street but excluding those properties that contain corner frontage with CR 512 and N. Broadway Street;
5. N. Broadway - Off Road. This district applies as follows:

- a. All properties fronting the east side of N. Orange Street but excluding those properties that fall within the boundaries of the CR 512 Old Town district and the S. Carolina Avenue district; and
 - b. All properties fronting the west side of N. Pine Street but excluding those properties that fall within the boundaries of the CR 512 Old Town district and the S. Carolina Avenue district; and
6. N. Willow. This district applies as follows:
- a. All properties fronting N. Willow Street south of the former railroad right-of-way as recorded in Special Warranty Deed dated December 9, 2010 in Official Records Book 2463, Page 1625 but excluding those properties that contain corner frontage with CR 512 and N. Willow Street.
7. N. Myrtle. This district applies as follows:
- a. All properties fronting N. Myrtle Street but excluding those properties that contain corner frontage with CR 512 and Myrtle Street or contain corner frontage with S. Carolina Avenue and N. Myrtle Street.
8. S. Carolina. This district applies as follows:
- a. All properties with frontage on the south side of S. Carolina Avenue containing an Old Town future land use designation but excluding those properties that contain corner frontage with S. Carolina Avenue and N. Broadway Street.

The boundary between the CR 512 Old Town district and the CR 512 Old Town - Off Road district shall be determined at time of development application for property fronting CR 512 to allow for parcel aggregation.



- Land Use Legend:
- Low Density Residential (LDR)
 - Low Density Mixed
 - Use Neighborhood (LDMXN)
 - Low Density Mobile Home (LDMH)
 - Medium Density Residential (MDR)
 - High Density Residential (HDR)
 - Neighborhood Commercial (NC)
 - Old Town (OTD)
 - Regional Employment
 - Activity Center (REAC)
 - General Commercial (GC)
 - Industrial (I)
 - Public / Institutional (PIN)
 - Recreation (REC)
 - Conservation (CON)
 - Villages of Fellsmere (VOF)
 - AG-1 (County)
 - L-1 (County)
 - Fellsmere City Limits
 - Intil/Redevelopment Overlay

Note:
1. Educational uses, public buildings and grounds, and other facilities are also shown in all residential designations, LDMXN, and VOF land use categories.

Development Limitations for Site Specific Properties:

Map #	Max Allowable Development	Future Land Use	Comp. Plan Objective
1	Not Applicable	LDMXN	B-15 & B-19
2	3.5 units per acre	LDR	B-16
3	650 units	LDMXN	B-17
4	Residential -19,750	VOF	B-21
5	320 units	LDMXN	B-18
6	Non-Residential: 250,000sf - Industrial: up to 80% of total square feet - Commercial: up to 20% of total square feet - Office: up to 5% of total square feet Residential: - 5,600 units	LDMXN	B-10
7	Residential - 1.69 Units per acre Non-Residential - 12,000,000 sf	LDMXN REAC/Industrial	B-22

Disclaimer: The location of the various land features or uses, street networks, greenways, multiuse corridors, or any other public or private facilities depicted on this plan are approximate.

Future Land Use Map

Figure 1-1C

Adopted: 10/07/10, Ord 2010-07

Revised: 01/08/15, Ord 2014-17; Ord 2023-33



Lucido & associates

701 E Ocean Blvd., Stuart, Florida 34994
(772) 226-2100 • Fax (772) 223-0220



**North
NTS**



22 S. Orange Street
Fellsmere, Florida 32948
(772) 646-6313
www.cityoffellsmere.com

City of Fellsmere City Council
Agenda Request Form

Meeting Date: December 7, 2023

Agenda Item No. 12(b)

☐ 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: Code Enforcement Abatement Request for 12955 100th Lane, Pacific Financial. LLC

RECOMMENDED MOTION/ACTION: Approve Code Enforcement Abatement Request for 12955 100th Lane, Pacific Financial. LLC at the rate desired by City Council.

Approved by City Manager Marion Matthe **Date:** 11.29.23

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

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

Summary Explanation/Background:

On October 3, 2016, the Special Master ruled in favor of the City on case #2016-032 for a dilapidated structure, failed septic system and trash and debris. After no action from property owner (Pacific Financial, LLC), the City foreclosed on the property and became owner on February 7, 2020. The City incurred the cost to demolish the structure and remove all debris and trash. To date, the City has received \$42,259.51, a negotiated amount from the sale of other land owned by Pacific Financial, LLC. The former owner is also offering \$1,000.00 to release the line.

To date, the property owed a total of \$147,930.17 plus cost of demolition and site cleanup of \$5,000.00. With the prior payment, the total due is \$105,670.66.

Staff recommends selling the parcel back on the market to obtain a new private residence. Future agenda items to this effect will be processed after the first of the year. With the pavement of the road, installation of water, and improvements to drainage in the area, and general interest in Fellsmere, the lot is expected to draw around \$20,000 for its purchase. This would leave around \$85,000 still owed.

Pacific Financial, LLC has only two remaining properties in Indian River County to divest and are valued at approximately \$50,000.00 total.

City of Fellsmere
Code Enforcement

Address of Violation 12955 100th Lane
Code Violation 2016-032

From SM Order
From SM Order

Civil Penalty \$440.00
Admin Cost \$292.92
Additional Other Fees \$ -
Professional fee \$0.00
\$ 732.92

From SM Order
From SM Order
From SM Order and Case Management if bills arrive late after Request for Order i
From SM Order

always start with date interest begins (See Col. L, Row 45 or so)

Date Range per Interest Quarter and Daily Fine begin/End

Copy from Col. L & M CHANGE FOR SPLIT		DAYS (auto filled) DO NOT CHANGE		Daily Fines		always cell B-11 DO NOT CHANEG auto filled
QUARTERS						
8/25/2015	9/30/2015	-	\$	-	\$0.00	interest (Col. E) DO NOT CHANGE - autot filled
10/1/2015	12/29/2015	-	\$	-	\$0.00	
12/29/2015	12/31/2015	-	\$	-	\$0.00	
1/1/2016	3/31/2016	-	\$	-	\$0.00	
4/1/2016	6/30/2016	-	\$	-	\$0.00	
9/24/2016	9/30/2016	6	\$	870.00	\$1.28	
10/1/2016	12/31/2016	91	\$	13,195.00	\$181.15	
1/1/2017	3/31/2017	89	\$	12,905.00	\$335.72	
4/1/2017	6/30/2017	90	\$	13,050.00	\$507.46	
7/1/2017	9/30/2017	91	\$	13,195.00	\$695.37	
10/1/2017	12/31/2017	91	\$	13,195.00	\$895.58	
1/1/2018	3/31/2018	89	\$	12,905.00	\$1,079.37	
4/1/2018	6/30/2018	90	\$	13,050.00	\$1,313.06	
7/1/2018	9/30/2018	91	\$	13,195.00	\$1,582.08	
10/1/2018	12/31/2018	91	\$	13,195.00	\$1,814.22	
1/1/2019	3/31/2019	89	\$	12,905.00	\$2,043.46	Daily Fine formula changes when daily fine ends
4/1/2019	5/1/2019	30	\$	4,350.00	\$738.41	
5/1/2019	6/30/2019	-	\$	-	\$0.00	Interest formula changes when daily fines end
7/1/2019	9/30/2019	-	\$	-	\$0.00	
10/1/2019	12/31/2019	-	\$	-	\$0.00	
1/1/2020	3/31/2020	-	\$	-	\$0.00	
4/1/2020	6/30/2020	-	\$	-	\$0.00	
7/1/2020	9/30/2020	-	\$	-	\$0.00	
10/1/2020	12/31/2020	-	\$	-	\$0.00	
1/1/2021	3/31/2021	-	\$	-	\$0.00	
4/1/2021	6/30/2021	-	\$	-	\$0.00	
7/1/2021	9/30/2021	-	\$	-	\$0.00	
10/1/2021	12/31/2021	-	\$	-	\$0.00	
1/1/2022	3/31/2022	-	\$	-	\$0.00	
4/1/2022	6/30/2022	-	\$	-	\$0.00	
7/1/2022	9/30/2022	-	\$	-	\$0.00	
10/1/2022	12/31/2022	-	\$	-	\$0.00	
1/1/2023	3/31/2023	-	\$	-	\$0.00	
4/1/2023	6/30/2023	-	\$	-	\$0.00	

Always end on last date of compliance

GRAND TOTAL

Daily Fine Total

Interest Total

\$147,930.07

\$136,010.00

\$11,187.15

DO NOT MODIFY - AUTO GENERATED

DO NOT MODIFY THIS TABLE

Administrative Fees \$292.92
Civil Penalty \$440.00
Professional Fees \$0.00
Additional Other Fees \$0.00
Daily Fines \$ 136,010.00
Interest \$ 11,187.15

Michael Stiles
122 S US Highway One
Vero Beach Fl. 32962
(954) 295 3334
Stiles99@bellsouth.net

October 16, 2023

Mark Mathes
City Manager
City Of Fellsmere
22 S. Orange Street
Fellsmere Fl. 32948

Re: Request for release of Code Enforcement Lien NO: 2016-032
IRC Case 312018CA000620

Mark,

Thank you for taking the time to meet with me and discuss this matter.

Please accept this request for a release of the above referenced Judgement of Code Enforcement Lien against Pacific Financial LLC.

I have managed real estate in Indian river county in excess of twenty five years. I have managed many properties in Fellsmere during that period for several companies, financial institutions and national banks. Every property upon assignment was put immediately into compliance regardless of the condition or source of code violation. Most of the properties were cleaned up and prepared to be marketed and subsequently sold to current homeowners.

The subject property was a parcel with a small pole barn adjacent to a single family home which was cleaned up and subsequently sold to a new homeowner in 2006. Due to unforeseen circumstances when the house was sold, the adjacent subject property was not conveyed to the new owner at time of sale. During the following years Pacific attempted to transfer the property to subsequent owners of the neighboring property. The property was maintained and mowed for many years, and several attempts were made to donate the property to charitable institutions and also to the City of Fellsmere. As you are aware the neighborhood steadily declined over the following years and drug dealers and criminals were present at the neighboring properties. I met personally with the Fellsmere Police department and Police Chief to sign affidavits to allow the Police department to use the property for surveillance efforts.

During this time it became increasingly difficult to maintain the property as the Lawn company refused to go back to the property as they were afraid to be present on the street. During that period I was unable to give the property full attention as I was the caregiver for a critical ill family member.

Unfortunately the code violations and subsequent court case documents were sent to a mail address in Fort Lauderdale that was not being monitored due to two subsequent moves. Upon learning of the foreclosure action too much time had elapsed to resolve the matter.

Pacific offered a settlement of \$42,259.51 and that was accepted by the city, but at the last moment the City was unwilling to release the ongoing Lien, I made the decision to pay the settlement regardless. So the City did receive funds in the amount of \$42,259.51

Pacific would like to close this matter out and dispose of the only two remaining properties that the company owns, they are both small vacant lots in Vero Beach with minimal value. This will allow me to close out all final business of the Company.

Pacific has made a prior offer through its attorney Fred Kretschmer to City attorney Jonathan Rodeback in the amount of \$1,000.00 to release the Lien.

We respectfully resubmit that offer.

Your consideration in this matter would be greatly appreciated.

Thank you sincerely,



Michael Stiles

Pacific Financial LLC

City of Fellsmere City Council
Agenda Request Form

Meeting Date: December 7, 2023

Agenda Item No. 12(c)

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Broadband Deployment funding from Indian River County to supplement CDBG-CV grant funding.

RECOMMENDED MOTION/ACTION: Approve Indian River County American Rescue Plan Agreement

Approved by City Manager Michael Mattheis **Date:** 11.29.23

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

Summary Explanation/Background:

Over the past few years the City has been coordinating grant funding and a plan of deployment for broadband services in underserved areas of the City and adjoining unincorporated areas of Indian River County. Indian River County has also been proceeding with deployment of broadband services to unincorporated areas around Fellsmere. To date, City and County Staff have coordinated a joint plan of deployment that could result in underground conduit coverage over large swaths of the region. Given the small service area and customer base, the demand for services may not suffice for a large number of providers, especially smaller regional internet providers.

This item seeks to approve the Indian River County American Rescue Plan Agreement providing funding in the amount of \$3,413,744 to be used for broadband deployment in the City/County joint broadband deployment initiative.

The Design-Build Request for Proposals (RFP) will be released in late December or early January allocating a total of \$6,168,744 toward broadband deployment. A copy of the RFP as approved by the County is attached. The next steps are listed below.

- Obtain Clearance from Grantor to release RFP (expected by December 12, 2023).
- Release Design-Build RFP (expected December 16, 2023).
- RFP Due (tentatively set for January 16, 2024).
- Selection Committee (joint City/County staff) recommends vendor (target set for February 15, 2024).
- Council selects vendor (target by February 16, 2024).
- Contract Negotiations (target completion by March 11, 2024).
- Council enters into Contract (target completion by April 4, 2024).
- City manages Community Development Block Grant – funding source for City portion and ARPA portion funded by County.
- Construction completed by end of 2024/early 2025.

INDIAN RIVER COUNTY AMERICAN RESCUE PLAN AGREEMENT

THIS INDIAN RIVER COUNTY AMERICAN RESCUE PLAN AGREEMENT (“Agreement”) is entered into as of the ____ day of _____, 2023 by and between Indian River County, a political subdivision of the State of Florida, whose address is 1801 27th Street, Vero Beach, Florida, 32960 (“Recipient”), and City of Fellsmere, a municipality, whose address is 22 South Orange Street, Fellsmere, FL 32948 (the “Subrecipient”).

RECITALS

WHEREAS, Recipient has received funds as part of the American Rescue Plan; and

WHEREAS, Recipient is required to comply with the requirements set forth in the attached U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions (the “Conditions”); and

WHEREAS, Recipient is proposing to provide \$3,413,744 to Subrecipient to be used for the Broadband expansion to rural areas project; and

WHEREAS, Subrecipient as part of the acceptance of this assistance agrees to comply with the Conditions.

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

1. **Recitals**. The above recitals are true and correct and are incorporated herein.
2. **Payments**. The Recipient will make a total disbursement to Subrecipient of **\$3,413,744** within 14 days of the final execution of this Agreement.
3. **Compliance Requirements**. Subrecipient agrees to comply with the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached as Exhibit “A”. In addition, Subrecipient must provide bi-annual documentation of all expenses paid with grant funds showing the full award amount has been spent by or before December 31, 2026 to the Recipient. The reporting schedule is as follows:

Expense Period	Report Deadline
Prior to June 30, 2024	June 30, 2024
July 1, 2024 through December 31, 2024	December 31, 2024
January 1, 2025 through June 30, 2025	June 30, 2025
July 1, 2025 through December 31, 2025	December 31, 2025
January 1, 2026 through June 30, 2026	June 30, 2026
July 1, 2026 through December 31, 2026	December 31, 2026

If funds are not fully spent, the unspent funds must be returned to the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund by the Subrecipient.

4. **Scope of Work.** Subrecipient shall perform the tasks as identified and set forth in the Scope of Work, which is attached as Exhibit "B".

IN WITNESS WHEREOF, Recipient and Subrecipient have executed this instrument this ____ day of _____, 2023.

**CITY OF FELLSMERE, FLORIDA
CITY COUNCIL OF FELLSMERE**

Joel Tyson, Mayor

Date: _____

**INDIAN RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Joseph H. Earman, Chairman

Date approved: _____

ATTEST: Ryan L. Butler,
Clerk of Court and Comptroller

By: _____
Deputy Clerk
Approved:

John A. Titkanich, Jr.
County Administrator

Approved as to form and legal
sufficiency:

William K. Debraal
County Attorney

CITY OF FELLSMERE, FLORIDA

REQUEST FOR PROPOSALS

FOR

DESIGN AND CONSTRUCTION

OF

BROADBAND INFRASTRUCTURE

Issued by
City of Fellsmere, FL
REQUEST FOR PROPOSAL
APPLICATIONS DUE
Janaury 16, 2024 at 2:00PM

Issue Date: December 12, 2023

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the City of Fellsmere City Clerk's office at 772-646-6301 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the City of Fellsmere TTD line 772-xxxxxxxxxxxx

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1. GENERAL INFORMATION

Access to reliable and affordable broadband internet connectivity is not a new issue. The desire to connect all citizens has been a goal identified as a central pillar of economic development, job growth, infrastructure improvements, technological innovation, energy security and quality of life in America by the U.S. Department of Agriculture in “A Case for Rural Broadband,” published in April of 2019.

The COVID-19 pandemic fully exposed the deficiency of broadband connectivity in the Commonwealth because accessible and affordable broadband options are a lifeline to education, healthcare and employment. In areas where the digital divide is greatest, citizens are disconnected from services vital to health and welfare. More importantly, significant areas of the Study Area defined in Figure 1 are not planned to be served within the context of future build-out capital planning. Extended infrastructure needs and lower population densities in the Study Area create unique challenges for private industry to deliver services within an affordable framework on its own. Providing connections to these unserved areas is vital to the region’s future.

Accordingly, the City of Fellsmere and Indian River County are jointly seeking a qualified and willing partner to review the current status of broadband availability, to design a plan for the construction of an expanded network to address the deficient areas in the area, and to partner with the City of Fellsmere and Indian River County to construct the required middle mile and last mile infrastructure. This infrastructure will provide broadband services in the areas currently not served or are currently underserved and not planned to be served by existing providers. The purpose of this Request for Qualifications is to receive a proposal stating qualifications from interested partners who have the technical expertise, resources and capacity to design and construct broadband infrastructure and provide access to retail service operations that will support dedicated broadband connectivity that exceed FCC minimum standards (25mb/3mb) to the areas of the counties not served or under served. All interested firms must provide a comprehensive proposal detailing their qualifications to reach these objectives, meeting all required elements listed in this Request for Proposals (RFP) to be evaluated by the Broadband Expansion RFP Review Committee. The response identified by the Broadband Expansion RFP Review Committee and selected by the City of Fellsmere City Council, in consultation with Indian River County, as the recommended submission will be engaged in negotiation to deliver these services. The City of Fellsmere and Indian River County do not expect to operate the network infrastructure or own the infrastructure long term. The proposal should identify the intent of the provider to operate the infrastructure and provide details as to the model proposed for transferring ownership after the five-year retention period of the City’s funding source. The City wishes to partner with a vendor that is a true community partner that will be engaged in the community.

2. STUDY AREA

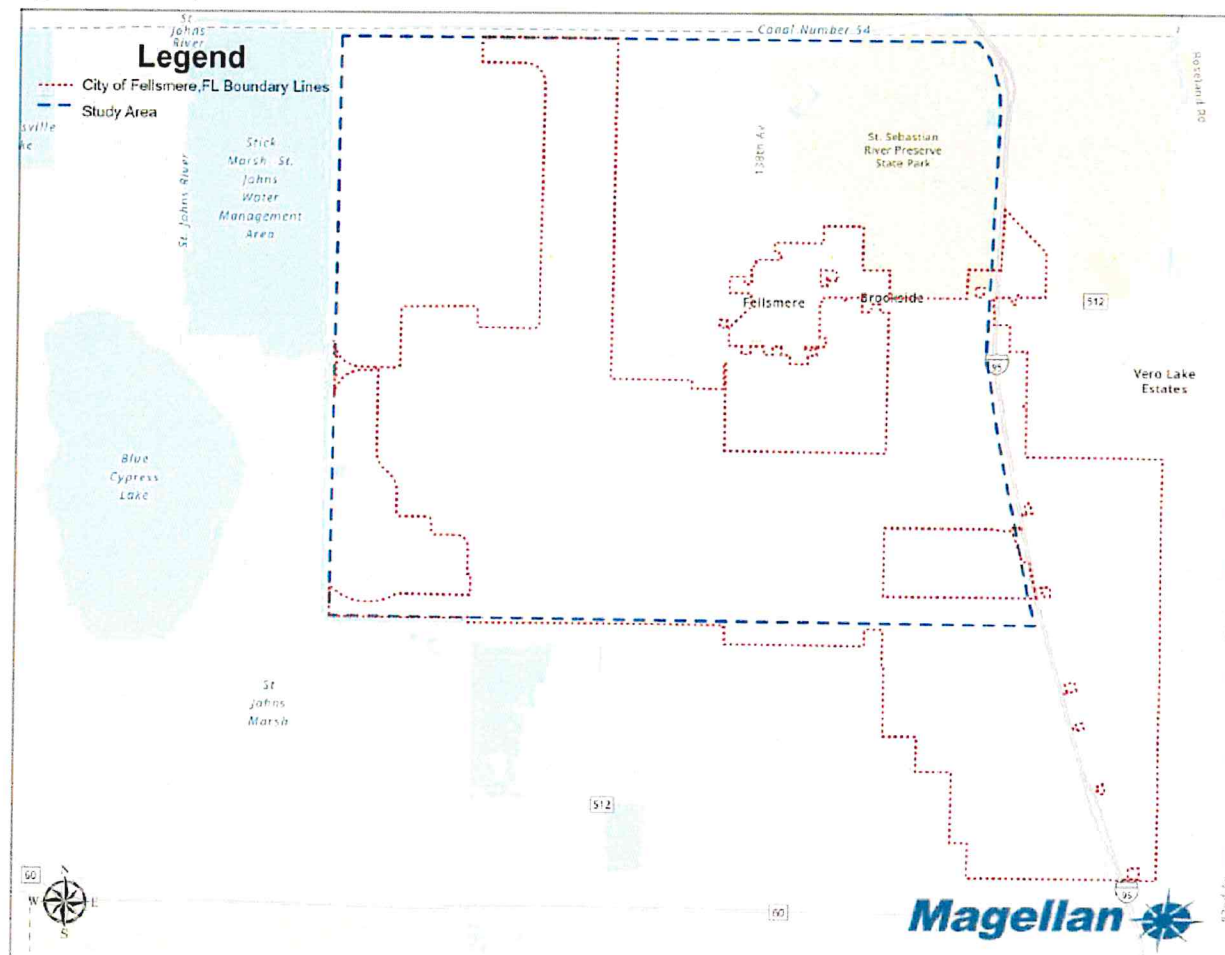
The Study Area includes portions of the City of Fellsmere and unincorporated Indian River County. Please refer to Figure 1 for a representation of the Study Area.

According to the 2020 US Census data, there are 4,834 people that call Fellsmere home all lying

within the Study Area. The data shows that 50.9% of individuals in Fellsmere are between the age of 20 to 59, and 21% are under 20 years old, with a median age of 32.2, which is below the national median age of 38. The median income of all households in the city is \$26,334. In addition, there are 1,431 housing units in Fellsmere of which 1,270 are occupied. The average household demographic is 5 people with 37% of existing households having at least one child under 18 years of age. Fellsmere has a fairly young population, and many of these residents are currently part of the labor market. Fellsmere has a viable business community with significant potential for growth. The City's top occupations based on the number of employees are: Building & Grounds Cleaning & Maintenance, Farming, Fishing, & Forestry, and Construction & Extraction. The City's economy also relies heavily on small local businesses such as restaurants, gift shops, vehicle repair establishments and other services.

Unincorporated Indian River County located with the Study Area is comprised mostly of 5, 10 and 20-acre ranchettes. Within these ranchettes are numerous agriculturally related small businesses as well as traditional home based businesses. The area generally encompasses part of Census Tract 509.08 lying West of Interstate 95 and North of the conservation lands North State Route 60. Population within the unincorporated area of Indian River County within the Study Area is reported by the US Census at 4,299 people in 2020.

Figure 1: Study Area



The Study Area expects to see an increasing demand for bandwidth in the coming years to sustain expected rapid growth and the need for digital inclusion expressed by the community. Fortunately, there are already several service providers who have been supporting the area's residents and businesses. However, the lack of fiber offerings, especially for the area's outlying residents, may deepen the digital divide if construction of additional infrastructure is left unaddressed. Moving forward, the city and county see the need to upgrade the current broadband infrastructure and services offered by providers as a necessity to make this generational change to meet future demand in the community.

3. PROJECT OVERVIEW

The Broadband Infrastructure Project, a collaboration between City of Fellsmere and Indian River County, desires to identify a qualified partner through this RFP who can assess the current availability of broadband internet services and then design and construct a network within the unserved/underserved areas of each county to provide the availability of broadband connections to those unserved/underserved geographic areas. The City of Fellsmere shall act as the lead agency in the Project, and all contracts shall be with the City of Fellsmere. The proposal in response to this RFP will serve as the basis for determining the provider best positioned to successfully undertake the endeavor and negotiate a contract with the City of Fellsmere to design and implement such a network.

Upon completion of the assessment and system design by the selected vendor and prior to onset of construction, the City will obtain environmental clearances required of the city's funding source and the current Davis-Bacon wage rate determination that will be required to set minimum pay rates for contraction labor.

The level of fixed wireless broadband, licensed or unlicensed, versus fiber service to the home/business shall be reflected in the Proposal. The City of Fellsmere and Indian River County will consider any percentage of wireless versus hardline fiber broadband where the ability to reasonably meet current and future needs can be demonstrated. For wireless components of the system, the City of Fellsmere and Indian River County desire a proposal that illustrates the ability to support the proposed wireless components of the system with sufficient hardline infrastructure to ensure the design will reasonably meet current and future needs. The City of Fellsmere and Indian River County desire a system that can maximize the level of fiber service within the Study Area.

Project goals are listed below. The response to this RFP should demonstrate the ability and qualifications of the respondent to meet the stated goals.

1. Assess current access to broadband with available speeds and identify current/ on-going gaps in service for unserved and underserved areas of the Study Area.
2. Develop a proposed system design that:
 - a. Remediates unserved/underserved areas of the Study Area with a minimum speed meeting the FCC definition for broadband but that strives to exceed this minimum standard;
 - b. Identifies the infrastructure needed to support the delivery of leading-edge broadband services consistent with proposed design;

- c. Supports the operational needs of individuals and businesses through a platform of high-speed internet services;
 - d. Establishes the conditions that strive to offer a competitive rate structure for the products and services delivered to end users over the network;
 - e. Uses all available technology options to deliver a sustainable infrastructure that is as robust and flexible as practical.
3. Provides flexibility such that the system design may be implemented as a whole or in phases.
 4. Provides for sustainable long-term service delivery to end-users with a high-quality product and superior customer service.
 5. Is able to be implemented as expediently and professionally as possible without compromising the integrity of the project.
 6. Has full transparency.
 7. Is an engaged community partner.

Responses will be evaluated for evidence of the respondent's ability to meet the project goals and implement a designed system pursuant to the scoring criteria listed in this RFP. The identified partner will move forward with negotiations to enter into an agreement to begin implementation of the scope of work identified in this RFP and the negotiated terms.

4. REQUIRED DISCLOSURES

The project will be funded in part with federal funds and is subject to the Conditions set forth in APPENDIX A.

5. PRIOR WORK

The City of Fellsmere and Indian River County have been working to expand broadband in within the Study Area since early 2021. The City, utilizing CARES funding, in partnership with Indian River County and utilizing the service of Megellan Advisors, developed a Broadband Study to identify unserved and underserved areas West of Interstate 95 and north of SR60 and develop a plan for broadband expansion to serve such areas. In mid-2022, the City of Fellsmere received \$2,755,000 in Community Development Block Grant Coronavirus (CDBG-CV) funding. In addition, Indian River County has expressed their intent to invest approximately \$3,413,744 of American Rescue Plan Act (ARPA) funds into the project. Prior to seeking potential partners to construct the broadband infrastructure, the City released a Request for Information to seek confirmation of the study results and proposed design solution. Having received a number of qualified responses that indicated the system design was acceptable to a number of retail internet providers, the City then released a formal Request for Proposals to seek a public-private partnership to utilize the awarded funds for their intended purpose. Unfortunately, only one response was received indicating that they wanted to partner with the City but just not on the network that was designed.

After speaking with the interested firms to better understand the reason for nonresponse, the City of Fellsmere determined that each firm had their own reasons for not responding. The reasons ranged from desire to have wholesale agreements, uncertainty on partnering with other federal awards, and, as mentioned, desire to construct broadband infrastructure, just not as designed by the City.

In response to these comments, the City of Fellsmere is releasing this RFP to provide an agreement with City of Fellsmere to design, construct and operate a broadband network to be developed with the City's CDBG-CV and County's ARPA funds along with additional private capital to meet the middle and last mile service needs for broadband expansion in the Study Area.

Links to prior planning and design efforts and previously released requests can be found below.

[Broadband Study](#)
[Request for Information](#)
[Broadband Design](#)
[Request for Proposals](#)

6. RFP SCHEDULE

Submittals will be opened on January 16, 2024 at 2:00 p.m. (local time) with the intention of completing the review by January 22, 2024. Tentative Timeline and Milestones are as follows.

DATE	MILESTONE
December 12, 2023	RFP Issued
January 4, 2024	Deadline for Questions and Requests for Clarification
January 8, 2024	Final Addendum to RFP/ Statement of Clarifications Issued
January 16, 2024	Response (Proposal) to RFP due by 2:00 p.m. "Local Time"
Jan. 16 – 22, 2024	Review of Submitted Responses (Proposals)
January 23 – 31, 2024	Interviews (if determined advisable by the committee)
February 15, 2024	Review Committee Recommendation
February 16, 2024	City Council Selection of Recommended Firm
Feb. 17 - March 11, 2024	Negotiation with selected firm
April 4, 2024	Approval of agreement and price by City Council
April 4, 2024	Effective date of agreement

7. PROJECT REQUIREMENTS

The City of Fellsmere and Indian River County are seeking a private or public partner that will provide enterprise-grade internet services to individuals and businesses located in areas that are currently unserved or underserved to meet the needs requiring broadband connectivity. The City of Fellsmere and Indian River County expect that the partner will provide a full "turnkey" solution for the delivery of products and service that include assessment of current conditions, design, engineering, procurement, permitting, construction, operation, maintenance and repair, and regulatory compliance. The designed network shall be adaptable for future growth and technology and shall provide coverage throughout the Study Area referenced in section two (2), figure one (1). The proposed solution should be consistent with project goals listed in section three (3) of this Request for Proposals. Any system design must, at a minimum, provide speeds

consistent with the U.S. Department of Treasury, State and Local Fiscal Recovery Funds exceed FCC minimum standards (25mb/3mb) but strive to exceed this minimum standard up to symmetrical 100 Mbps download and upload speeds.

The partner with the proposal judged to be the most qualified submission will be engaged in a negotiation to define the scope of work and terms for project implementation. Once approved the City of Fellsmere and Indian River County expect project work to begin immediately after execution of the agreement and incorporated scope of work. Throughout the duration of the project, the partner will be required to meet all project reporting requirements specified by the U.S. Department of Treasury, Project and Expenditure Report for State and Local Fiscal Recovery Funds (current version). The construction timeline will depend somewhat on the partnership developed with the successful respondent and time required for the City to obtain environmental clearance; however, the respondent should be prepared to meet aggressive timelines for design, build-out and activation of the network. It should be noted that the project does not consider wireless, unlicensed or fixed licensed, a suitable sole option for long-term sustainability for meeting its broadband needs; however, providing wireless offerings in conjunction with a core hardline service connection may be considered, and in some cases desired.

Due to the inability to provide accurate structural and capacity analysis for county or city-owned assets, it should be assumed that no such vertical infrastructure is available. The city and county do own and operate significant miles of public right-of-way that could be used in conjunction with this project. For any vertical assets that may be owned by the city or county, these partners are willing to negotiate during design to study vertical infrastructure for potential use at that stage of the process. The permitting process will be required utilizing normal processes; however, Indian River County will commit to being co-applicants and to provide staff support to navigate permitting processes efficiently.

8. RFP RESPONSE REQUIRED ELEMENTS

All interested parties who seek to develop a partnership with the City of Fellsmere and Indian River County must submit a response in the form of a proposal that outlines their qualifications and ability to meet the goals, objectives and requirements illustrated in this RFP. The response will be used to evaluate the most appropriate fit for the project. To achieve a full, fair and uniform review process, all submittals must include four (4) hard copy originals and one (1) electronic copy of the response that include the following components in order to be judged responsive to this RFP:

- A. **Section 1:** Provide a Letter of Transmittal on company letterhead stating why the respondent is interested in developing a partnership with the City of Fellsmere and Indian River County and provide a listing of any requirements listed in this RFP that it is unable to meet.
- B. **Section 2:** Provide a project organizational chart of the business showing how the initiative will be organized. Provide an overview of the respondent's organization, services, partners, resources and capabilities. Provide details on the company's (or its shareholders') knowledge, experience and operations within the broadband telecommunications industry and, if applicable, infrastructure development in the region,

as well as key expertise that qualifies it to be considered for this project. Demonstrate any similar arrangements with municipalities, electric utilities or other public-private partnerships.

- C. **Section 3:** If a current broadband provider, include an overview of your products and services, operations, total subscriber count, type of services (business/residential), local presence in the region and other markets served. Demonstrate any similar arrangements with municipalities, electric utilities or other public-private partnerships. Provide a synopsis of the company's plan for community engagement including provisions for service to low income families and involvement in the community outside of broadband service delivery.
- D. **Section 4:** Provide information that demonstrates the ability of the business to provide the capital financing required to implement a proposed system design. This section should also identify how the funding contributions of the City of Fellsmere and separately Indian River County are to be utilized. The proposal shall contain an exhibit reflecting the extent of service that is expected to be delivered by the city and county funding with additional extent from the applicant's sources of funds. Each funding source shall be allocated to unique network components with no overlap. A project timeline shall be included reflecting the time to complete each separate phase of the project (assessment and design vs. construction).
- E. **Section 5:** Include a detailed narrative that clearly and completely addresses the project goals, objectives and desired outcomes as illustrated in this document with particular emphasis and detail given to the information provided in sections three (3) and seven (7) of this RFP.
- F. **Section 6:** Define the roles and responsibilities for the respondent, the County and the City of Fellsmere, if any, including any other requirements. Define how the respondent's proposal will comply with local, state, and federal regulatory requirements and demonstrate that the interested parties possess all federal, state and/or local qualifications/licenses to construct the facilities and provide services in the City of Fellsmere.
- G. **Section 7:** Provide a minimum of three (3) industry/municipality references that demonstrate the respondent's ability to successfully plan, implement and deploy broadband networks products and services using innovative public and/or private environments.
- H. **Section 8:** Provide any additional supporting information, documentation or materials that illustrate the qualifications and ability of the proposer to meet the goals, objectives and requirements outlined in this Request for Qualifications.

9. RFP PROPOSER QUESTIONS/ ADDENDUM PROCESS

Questions relating to definitions, interpretations, information and/or requests for clarification

must be in writing, on or before January 4, 2024at 5:00 P.M. (Local Time), directed to: Laura Hammer, Grant Administrator, City of Fellsmere at 772-646-6325 or grantadmin@cityoffellsmere.org.

No questions will be accepted after the deadline for questions has passed. Responses to questions or requests for clarification regarding this RFP will be issued in writing as an addendum and posted at [????????????????????](#).

Any such addenda shall be issued by January 8, 2024 at 5:00 p.m. (Local Time) and shall be considered part of the RFP.

10. SUBMISSION INFORMATION

Submission Date and Time: No later than January 16, 2024 at 2:00 p.m. “local time”

The City of Fellsmere will receive sealed proposals delivered to 22 S. Orange Street, Fellsmere, FL 32948. Only those responses received prior to or on the submission date and time will be considered.

11. EVALUATION TEAM AND RFP SCORING CRITERIA

The Broadband Expansion RFP Review Committee will evaluate the responses submitted and will be evaluated on the following criteria to determine the finalist(s):

1.	Relevant experience and qualifications	Max 20 points
2.	Service Area	Max 25 points
3.	Timeline of service delivery	Max 20 points
4.	Overall Quality of Submission/ Completeness of Submission	Max 15 points
5.	References	Max 10 points
6.	Financial Plan/Soundness	Max 10 points
Total score		Max 100 points

The committee may, at their discretion, request any or all respondents to clarify information presented in the submittal via formal interviews or request for additional information..

Once a Provider has been selected, the County(s) and the Provider will enter into the negotiation period to refine the vision for the Project and finalize the terms of the Agreements.

FINAL CONTRACTS OR AGREEMENTS SHALL BE SUBJECT TO APPROVAL BY CITY OF FELLSMERE CITY COUNCIL.

It is generally anticipated that a single entity will be selected to move forward. However, partnerships that increase the capacity to complete the project in a timely fashion formed under

one entity will not be automatically dismissed.

The City of Fellsmere reserves the right to evaluate all submitted proposals and to move forward with the submission deemed to be in the best interest of the city. The City may, in their sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Proposals; re-advertise this RFP; postpone or cancel at any time the RFP process; waive any informalities of or irregularities in the process; negotiate with any party or request additional information if it so desires.

Proposals that are not submitted on time and/or do not conform to the RFP requirements will not be considered. The city may determine, at its sole discretion, whether any aspect of the proposal satisfies the criteria established in this RFP. In all cases, the City of Fellsmere nor Indian River County shall have no liability to any contractor for any costs or expense, incurred in connection with this proposal or otherwise.

The City of Fellsmere will allow a proposer's representative bearing proper authorization and identification to sign for, receive, and withdraw the proposer's unopened proposal prior to submission deadline. A firm wishing to modify his/her proposal may do so by withdrawing the initial submission and then submitting a modified proposal prior to the deadline. Neither the staff nor the facilities of the City will be available to assist a proposer desiring to make modifications. It will be the proposer's responsibility to make all modifications. The City of Fellsmere may conduct discussions with persons submitting proposals for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. The City of Fellsmere reserves the right to cease all contract preparation activities at any time and reject all proposals if such action is determined to be in the best interest of the County.

12. STATEMENT OF NON-BINDING NATURE OF RFP

The issuance of this RFP and any subsequent response by a Respondent does not create a binding obligation on the part of the City of Fellsmere or Indian River County to enter into any form of agreement or contract, or to pay any costs associated with the preparation of responses or submittals with the Respondent, for the development of a broadband network, delivery of products and services or otherwise. Nor shall the RFP in any way create an association, partnership, or joint venture among Respondents and the City of Fellsmere or Indian River County.

13. INTELLECTUAL PROPERTY, CONFIDENTIALITY AND OPEN RECORDS

The City of Fellsmere or Indian River County will not pay for any information requested, and all responses submitted become the property of the City of Fellsmere. Responses will not be returned and may be subject to disclosure pursuant to state open records statutes. If a Respondent believes that any portion of its response includes proprietary or other confidential information, it must be clearly labeled "Confidential information" as such, and the Respondent must state the basis for the claim to confidential treatment. To the extent permitted by law, the City of Fellsmere and Indian River County will treat such information as confidential and will not disclose it to a third party without prior notification and authorization.

14. SCRUTINIZED COMPANIES LISTS

The Consultant certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes. Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

15. E-VERIFY

Proposer must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, Proposer, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Proposer is responsible for obtaining proof of E-Verify registration for all subcontractors in the form of an affidavit, as described in Section 448.095(5)(b) F.S. This requirement applies to any provider of services or goods.

16. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Consultant's social, political, or ideological interests when determining if the Consultant is responsible. Proposers are further notified that the County's governing body may not give preference to a Consultant based on the Consultant's social, political, or ideological interests. Proposers shall not provide any information relating to these interests in their submittal.

17. SUSPENSION AND DEBARMENT

City will not make award to parties listed on the government-wide exclusions in the System for Award

Management (SAM). The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. By submittal of a response to this solicitation, proposer asserts neither it nor its principals is presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this work by any Federal department or agency. **Proposer is required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) prior to execution of the agreement.**

NOTICE

NOTICE IS HEREBY GIVEN THAT sealed responses will be received by the City of Fellsmere until 2:00 PM on Friday, December 12, 2023, at which time the responses will be opened for the following project:

Design and Construction of Broadband Infrastructure

Responses may be sent by mail or hand-delivered to 22 South Orange Street, Fellsmere, Florida 32948. Responses will be publicly opened and respondents name read aloud at the above office immediately following the above-stated closing time. Responses received after the time set for the opening of the responses will not be considered and will be returned unopened.

Copies of the full Request for Qualifications, Prior Work, and other project documents are on file in the above office and open for public inspection. Copies can be viewed and downloaded for free from <https://www.cityoffellsmere.org/rfps>. Complete sets of paper versions of the Request for Qualifications, Prior Work, and other project documents may be obtained by applying to Laura Hammer, Grant Administrator, 22 S. Orange Street, Fellsmere, FL 32948, at a cost of \$50 per set.

Questions regarding this Request for Qualifications shall be submitted to Laura Hammer, Grant Administrator, City of Fellsmere, 22 S. Orange Street, Fellsmere, FL 32948 or by email to grantadmin@cityoffellsmere.org. Question must be received in writing no later than November 14, 2023. Answers to all questions received will be posted at <https://www.cityoffellsmere.org/rfps> by no later than November 21, 2023.

All responses shall be submitted in compliance with the requirements of the Request for Qualifications. The City reserves the right to delay reviewing the responses for up to sixty (60) days after the response opening, to waive information in any response, or to reject any or all responses in whole or in part with or without cause that, in its judgment, will serve the best interests of the City.

The City of Fellsmere is an Equal Opportunity Employer. WBE/MBE firms are encouraged to respond to this Request for Proposals.

Dated: April 26, 2023

/s/ Mark D. Mathes, City Manager

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form **MUST** be submitted with your response)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Firm certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official

Name and Title of Consultant's Authorized Official

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

(1) The CONSULTANT certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date

CERTIFICATION OF COMPLIANCE WITH 20.055(5) FS

The Bidder/Contractor Certifies:

Each contract with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

Company/Firm:

Authorized Signature:

Written Name:

Title:

Date:

STATEMENT OF PUBLIC ENTITY CRIMES

This is a sworn statement under Section 287.133(3)(a), Florida Statutes, on public entity crimes and must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____.
2. This sworn statement is submitted by _____ (Name of entity submitting sworn statement) whose business address is _____ and whose mailing address, if different, is: _____. Its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ (please print name of individual signing) and my relationship to the entity named above is _____.
4. I understand that a Public Entity Crime as defined in Paragraph 287.133(1)(g), Florida Statutes, is a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other State or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that convicted or conviction as defined in Paragraph 286.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial or entry of a plea of guilty or nolo contendere.
6. I understand that an affiliate as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - (a) A predecessor or successor of a person convicted of a public entity or crime; or
 - (b) An entity under the control of a natural person who is active in the management of the entity and who has been convicted of a public entity crime. *Affiliate* includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an *affiliate*.
7. I understand that a *person* as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. *Person* includes those officers, directors, executives, shareholders, partners, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Dated: _____

(Signature)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
who, after first being sworn by me, affixed his/her signature in the space provided above on this _____
day of _____.

WITNESS my hand and official seal in the State and County last aforesaid this _____
day of _____.

Notary /State of Florida at Large

Personally Known _____ OR produced identification _____
Type of identification produced: _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____ }
County of _____ }

_____, being first duly sworn, disposes and says that:
(Name/s)

1. They are _____ of _____ the Bidder that
(Title) (Name of Company)
has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City/County or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

STATE OF { _____ }
COUNTY OF { _____ }

The foregoing instrument was acknowledged before me this _____
(Date)

by: _____ who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Notary (print & sign name)

Commission No. _____

CERTIFICATION OF E-VERIFY

DESIGN AND CONSTRUCTION OF BROADBAND INFRASTRUCTURE

Consultant/Contractor acknowledges and agrees to the following:

Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Consultant/Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including Subcontractors, assigned by the Consultant/Contractor to perform work pursuant to the Contract with the City of Fellsmere.

Company/Firm: _____

Authorized

Signature: _____

Written Name: _____

Title: _____

Date: _____

Appendix A

Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) – will apply to Construction Phase.

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under

this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the OWNER may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Emergency Management Agency (FEMA) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to FEMA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to FEMA if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to FEMA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable

wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Compliance with the Copeland "Anti-Kickback" Act. - will apply to construction phase

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Compliance with the Contract Work Hours and Safety Standards Act: - will apply to construction phase

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by

any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement. Must be included in any federal contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement.] See Appendix II of Part 200, if this applies – the County has not had to prepare a clause for this item.

Clean Air Act and Federal Water Pollution Control Act:

(1) Clean Air Act.

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(2) Federal Water Pollution Control Act

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by OWNER. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recycled/Recovered Materials:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

No Obligation by Federal Government:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts:

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

Affirmative Steps:

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

License and Delivery of Works Subject to Copyright and Data Rights: [If Copyrightable subject matter is involved in the project] The Contractor grants to the Owner a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Owner or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Owner data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Owner.

Termination for breach, and termination for convenience must both be addressed in the agreement.

TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

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

Meeting Date: December 7, 2023

Agenda Item No. 12(d)

☐ 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: Historic District Walking Tour Proposals

RECOMMENDED MOTION/ACTION: Award proposal to A Walk in the Past Productions, LLC and Applied Webology FL, LLC.

Approved by City Manager *Mauro Matthe* Date: 11-29-23

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

Submittal information: Council meets on the first and third 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:

On June 15, 2023, City Council authorized the release of an RFP for the creation of an Historic District Walking Tour, to include the preparation of a walking tour map, website development, and an app.

Staff received one proposal by the Joint Firms of A Walk in the Past Productions, LLC and Applied Webology FL, LLC ("WPPAW") for the Historic District Walking Tour in response to the RFP. Florida Department of State, Division of Historical Resources indicated they would accept a single bid in response to the RFP, provided the Respondent is qualified.

WPPAW was the lowest respondent at \$50,000.00. Staff is recommending WPPAW. Representatives of WPPAW have done much similar work previously for the City of Fellsmere which were favorably reviewed. As such, staff could find no reason to rule out the lowest proposal from WPPAW.

Upon Council selection of WPPAW by Council, the City Attorney will draft contracts to be considered by Council at their January 4, 2024, Council meeting. All work is expected to be completed by June 8, 2024.

A Walk in the Past Productions, LLC
8405 75th Court
Vero Beach, FL 32967

Applied Webology FL, LLC
201 Stony Point Drive
Sebastian, FL 32958

November 27, 2023

Ms. Laura Hammer
Grant Administrator
City of Fellsmere
22 South Orange Street
Fellsmere, FL 32948

RE: Proposal for the City of Fellsmere Historic District Walking Tour

Dear Ms. Hammer:

This proposal is in response to the RFP solicited by the City of Fellsmere for developing the "Fellsmere Historic District Walking Tour".

The team of professionals who will be working on this project will be Richard Votapka, Ryan Rafuls, Marc Lambert, Luis Lopez, and Charles Stump. Richard Votapka and Ryan Rafuls comprise the firm of A Walk in the Past Productions, LLC. Richard Votapka will be the lead and responsible for the historical research and text. Ryan Rafuls will be responsible for drawing the walking tour map and videography of the designated historical sites along the walking tour. Richard Votapka has already prepared a walking tour map of Fellsmere in 2013 and was responsible for National Register of Historic Places to designate a 215 acre historic district for the City of Fellsmere in 2019. Ryan Rafuls has videotaped Richard Votapka portraying E. Nelson Fell, founder of Fellsmere, at many sites in the past.

Marc Lambert, Luis Lopez, and Charles Stump comprise the firm of Applied Webology FL, LLC, (hereinafter known as Applied Webology). They will be responsible for developing the website and creating the app for the walking tour. Luis Lopez will be the lead for the firm. Applied Webology has previously developed an app which is active for the Fellsmere Police Department.

Resumes that contain the experience and professional capability of the individuals listed above are included with this proposal. Since Richard Votapka has extensively performed historically related projects for the City of Fellsmere, there is no need to list the name, address, and phone number for the City. Ryan Rafuls and Applied Webology will list the names, addresses, and telephone numbers of recent clients for the last five years on separate sheets accompanying this proposal.

November 27, 2023 Proposal by the Joint Firms of A Walk in the Past Productions, LLC and Applied Webology FL, LLC for the City of Fellsmere Historic District Walking Tour

The team has always accomplished its work within project schedules and budgets. Present workloads do not preclude adding the Fellsmere Walking Tour project to the work schedule and starting work on the project once the Notice to Proceed is issued.

The proposed project schedule is as follows assuming that the Notice of Proceed will be issued no later than January 2, 2024:

- A. January 3, 2024 – Meet with City Staff to discuss size, type, color, style, format of the walking tour map, number of sites to be on the map, and videography of the sites.
- B. January 4 – 18 - Develop draft walking tour map; begin writing text for the historic sites.
- C. January 19- Meet with City to review the draft of the map and completed texts for several sites.
- D. January 20 - 29 Refine walking tour map printed map based on City comments and continue working on texts for historic sites and performing additional research for sites not having much historical information associated with them.
- E. January 30- Meet with City staff to review finalized map and historic texts.
- F. January 31- Meet with Applied Webology and transfer files containing all photos, videos, verbiage, and any other content to organize and populate the website and mobile app.
- G. February 19 –Video tape historic sites.
- H. February 20 – Meet with City staff to show virtual walking tour video.
- I. February 21-February 28 – Edit virtual walking tour video.
- J. March 1 – Meet with Applied Webology to provide walking tour map, texts for historic sites, and videography of the walking tour.
- K. March 2- April 17 – Applied Webology to start formulation of all data into the website and mobile app.
- L. April 18- Applied Webology to meet with City staff to review the website and discuss the website and mobile app progress and formulation.
- M. April 19 – May 7 - Applied Webology to further website build and start mobile app integration and PUBLISHING IN THE GOOGLE AND APPLE STORES to insure live apps in both stores by required date, basic content, enough to satisfy Google and Apple must be put into the Apps and submitted for publishing). Still, no App builder can insure Google and Apple actions and Applied Webology make no assertions the Google and/or Apple will approve by needed dates. Further, Applied Webology has no control over future Google and Apple requirements. This would require working hours to facilitate those demands and cost thereto and the City will need to pay for those services if needed. We would do our best to accommodate.

November 27, 2023 Proposal by the Joint Firms of A Walk in the Past Productions, LLC and Applied Webology FL, LLC for the City of Fellsmere Historic District Walking Tour

- N. May 8 – Applied Webology to meet with City staff to review the web-based application, historic web page, and virtual walking tour.
- O. May 9- Present walking tour map (print and web based application and historic web page and virtual walking tour) to the Fellsmere City Council for comment.
- P. May 10-May 31 – Revise walking tour map (print and web based application and historic web page and virtual walking tour).
- Q. June 1-7 – Print 5,000 copies of the walking tour hard copies of maps.
- R. June 8 – Present all deliverables to the City of Fellsmere.

The firm of A Walk in the Past Productions and Applied Webology shall not be held responsible for delays caused by City staff or circumstances beyond its control.

The printable map will basically consist of the better known and more readily identifiable historic landmarks within a reasonable walking distance from Broadway as follows:

1. The Fellsmere Public School (City Hall)
2. The Fellsmere Union Church (now the Community Bible Church)
3. The Chat and Chew Restaurant (now an employment agency)
4. The Fellsmere Historical Church
5. The Fellsmere Estates Corporation building (now Marsh Landing)
6. The State Bank of Fellsmere (now the Fellsmere Community Building)
7. The old Drug Store (now Yami's Ice cream)
8. The Fellsmere Cash Grocery
9. The Fellsmere Inn (now the residence of the Van de Veers)
10. The Fellsmere Garage (now Willy's Bar and Grill)
11. The Women's Suffrage Historical Marker
12. The Fellsmere Railroad Right-of-Way
13. The Marian Fell Library
14. The Irwin S. Lloyd House (originally the Fellsmere Farms Chief Engineer's house)
15. The William Alden James House (formerly the Fellsmere Farms Assistant Engineer's house)
16. The old Fellsmere Farms Railroad right-of-way north of South Carolina Ave
17. The Fellsmere Railroad Section Foreman's house
18. The Charles Piffard House
19. Well No. 1 on New York Avenue

November 27, 2023 Proposal by the Joint Firms of A Walk in the Past Productions, LLC and Applied Webology FL, LLC for the City of Fellsmere Historic District Walking Tour

Please note that the City does not possess all of the in depth, comprehensive historical data for all of the above sites. Richard Votapka, Fellsmere Historian, has much more information in his personal files than the City has on file. Also, some of the above sites have not been thoroughly researched because information is lacking after the Fellsmere Tribune newspaper went out of business after 1921. Therefore, for a person to achieve a "reasonably significant amount of time on certain sites", more research will have to be done or City staff will have to decide whether or not to include those sites on the walking tour.

The map can be printed on an 11"x 17" paper to maximize the size of a color brochure. It should also be able to be printed on 8-1/2" x 11" paper for those visitors who wish to print a map using their standard home printer. The 11" x 17" shall be folded so that it will be easy to be carried. However, the City staff shall make the final determination as to the type, size, and weight of paper to be used. The City shall determine the font size, format, and style of type to be used for the walking tour maps.

The map shall show all the streets and avenues in a grid pattern based upon the July 31, 1911 plat of the Town of Fellsmere, all of the street names, a north arrow, a symbol and number corresponding to each historical site to be seen on the tour, a legend identifying the site, a brief history of the site to be visited, a QR code for each site to be scanned by the visitor on his/her cell phone, or other wireless device.

Applied Webology shall develop a web-based app that can be used by the walking tour visitor who, by using a Smart phone or a tablet with QR code capabilities, can scan a QR code from the map or at a post having a weatherproof plate with the QR code on it installed at specific historical sites. The app and webpage will be in compliance with current American Disabilities Act (ADA) laws and regulations. It shall also be responsive and meet the needs of various screen sizes, electronic devices, and data capabilities. Applied Webology in regard to usage by various devices and full accessibility ADA or otherwise makes no assertions that different devices, service providers and tower capability in all areas are consistently sufficient for perfect reception and usage. The QR code shall provide wireless access to the City's website to each specific historical landmark where the history of the site and photos (if available) will be shown. The website shall provide photographs and historical background for each site. Instructions on how to access the app shall be included on the maps and also on the City's website.

The estimated cost for A Walk in the Past Productions, LLC. is \$20,000. The estimated cost for Applied Webology is \$25,000. 00 which includes a mobile app: initial design build,

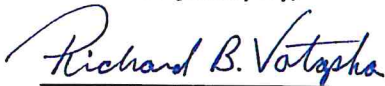
November 27, 2023 Proposal by the Joint Firms of A Walk in the Past Productions, LLC and Applied Webology FL, LLC for the City of Fellsmere Historic District Walking Tour

publishing, and four (4) total years of mobile app design changes and hosting. AN APPLE DEVELOPERS LICENSE WILL BE HELD BY A CITY EMPLOYEE DESIGNATED BY THE CITY. The City shall appoint Marc Lambert as an administrator on the Apple developer's account. Website: Initial build and four (4) years hosting and ADA compliance upkeep (NO WEBSITE CHANGES INCLUDED). The cost for printing 5000 walking tour maps is \$5000. Variables taken into consideration pertinent to the estimated cost include but are not limited to the following:

- A. The number of meetings with City of Fellsmere staff to review and comment on the drafts of the walking tour map, the web-based application, the historic web page, and the virtual walking tour.
- B. The specific number of sites that will be on the walking tour.
- C. The format and type of walking tour map and historic web page desired by City staff.
- D. The number of drafts of the walking tour map historic web page, and virtual walking tour to be submitted and reviewed before a final draft is approved.
- E. The amount of research and written text required for each historical site on the tour to achieve a "reasonably significant amount of time for each stop" as required under the "User Interface Development" segment of the City's Request for Proposals.
- F. The extent of the number of revisions of the historical text before acceptable to City staff.
- G. An "engaging design" acceptable to City staff as required.
- H. The type, quality, and weight of the paper for the hard copy walking tour maps.

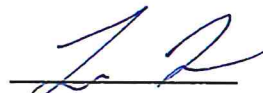
If selected, both firms shall provide evidence of insurance, Drug Free Workplace, and Public Entity Crimes Form pertinent to the applicable laws of the State of Florida with respect to the size and type of activity of the firms. Both firms shall enter into separate contracts with the City of Fellsmere, if selected.

Submitted jointly by,



Richard B. Votapka

A Walk in the Past Productions, LLC
772-589-8611



Luis Lopez

Applied Webology FL, LLC
985-634-9340

- Attachments – 1. Resumes of Richard B. Votapka, Ryan Rafuls, Marc Lambert, Luis Lopez and Charles Stump
2. List of names and telephone numbers of recent clients in the past five years

RICHARD B. VOTAPKA
8405 75th Court
Vero Beach, Florida 32967
772-589-8611
E-mail: RBVotapka@gmail.com

RESUME OF RICHARD B. VOTAPKA, FELLSMERE HISTORIAN

November 27, 2023

- 2008 – Was asked by the Pioneer Preservation of Fellsmere Committee in February to portray Edward Nelson Fell, founder of Fellsmere, at the April 19th Vero Beach Hibiscus Festival. Joined the Pioneer Preservation of Fellsmere Committee and immersed himself in the history of Fellsmere. He became a member of the Indian River County Historical Society, in 2008 and served as the Board of Directors Secretary for five years until 2013. He also drew plans for the Pioneer Preservation of Fellsmere Committee for a gazebo to be built at the Marian Fell Library in Fellsmere.
- 2009 - Was instrumental in transferring the Marian Fell Library from the Historical Society to the City of Fellsmere.
- 2009-2015 - Researched and wrote the text and application for Marian Fell Library, Fellsmere Public School, Fellsmere Railroad, and Fellsmere Union Church historical markers.
- 2011 – Co-authored and self- published a book with Fellsmere photographer Clarence F. Korker entitled *A Photographic History of the City of Fellsmere*.
- Made arrangements for five Fell relatives to be present for the 100th Anniversary Celebration of the City of Fellsmere, and wrote the “Early History of Fellsmere” for the Vero Heritage Center’s Indian River County Story Celebrating Florida’s 100th Anniversary.
- 2012-2015 - Wrote 18 articles on Fellsmere that were published in the Vero Voice magazine.
- 2013 - City of Fellsmere Mayor Susan Adams presented Rich with a key to the City for his efforts in preserving Fellsmere’s history. Prepared a “Walking Tour” map of Fellsmere in cooperation with Sandy Ciurla which is available at Ditch 13 Gallery and Gifts, and was authorized by the Fellsmere City Council to use the official logo of Fellsmere on the map.
- 2014 - Had expert modeler, Nat Huggins, construct a model diorama of the Fellsmere Railroad buildings and tracks as they existed in 1921.
- 2015 – Planned and held the 100th Anniversary Celebration of the Marian Fell Library having Marian Fell’s grandson, Jamie Vans Agnew, as the keynote speaker. Also, completed the historic properties survey update in Fellsmere originally done in 1995, and gave a presentation on “Fellsmere Firsts” at the Emerson Center in Vero Beach. Was interviewed

RESUME OF RICHARD B. VOTAPKA, FELLSMERE HISTORIAN

November 27, 2023

on the history of Fellsmere by Rhett Palmer on his Vero Beach radio show and Jill Roberts of WQCS 88.9 Radio.

2016 –Planned and held the 100th Anniversary Celebration of the old Fellsmere Public School which is now Fellsmere City Hall. Was interviewed about the history of Fellsmere on Marsha Littlejohn's local 1490 radio program in Vero Beach.

2017- Was successful in having the Frank and Stella Heiser House north of Fellsmere placed on the National Register of Historic Place; Frank Heiser being the second most important figure in Fellsmere having saved Fellsmere from financial collapse during the Great Depression by building the Fellsmere sugar mill and refinery.

2018 -Set up an exhibit on the four railroads of Fellsmere for the November 18th opening ceremony for the Trans Florida Central Railroad Trail pedestrian bridge over Interstate 95. Rich was interviewed about Fellsmere on Ralph Oko's "Veteran's Voice" radio show.

2019 – Was in a featured article entitled "How Rich Votapka Fell for Fellsmere" in the Nov./Dec. issue of the Vero Beach Portfolio Magazine.

2020- 2021 - Prepared an application to the National Register of Historic Places to create a 215 acre Fellsmere Historic District. He wrote sections on the architecture and history of Fellsmere, included many photographs and aerial views of the historical buildings, a five page boundary description, and 13 page bibliography. The Fellsmere Historic District was approved and placed on the National Register on September 17, 2021.

2021- Wrote the text for plaques to accompany the pencil sketches by Fellsmere artist Jan Wilson of Edward Nelson and Anne Palmer Fell, founders of Fellsmere, and maritime painter Frederick Hoertz, which are displayed in the lobby of the Fellsmere City Hall.

Had William Conover of Sebastian make a model of the Governor Broward dredge, one of three dredges built by the Fellsmere Farms Company to excavate the major drainage canals west of Fellsmere. The model is now in Fellsmere City Hall.

2021- Present - Continues to research and write a second book on *E. Nelson Fell and Family*.

2023 – Completed the history of the African American community and historical marker text and application for same for the Half, Carter, and James and Lincoln Park Subdivision.

Rich has portrayed E. Nelson Fell on 81 occasions to date including walking tours, historical exhibitions, and presentations on Fellsmere to various community organizations. After the book on *E. Nelson Fell and Family* is completed, he plans to write a more comprehensive book on Fellsmere Farms and the City of Fellsmere and on the four railroads of Fellsmere as well as writing the text for four more historical markers.



Ryan Rafuls
Graphic / Film / Editing and Restoration Services

Ryan Rafuls

802 DOCTOR AVE

SEBASTIAN, FL 32958

VIDEOGRAPHER MAP MAKER

EXPERIENCE

VIDEO PRODUCTION - 1997-CURRENT

Film, compose, and edit videos from various sources utilizing either purchased or self made graphics. I have taken 7 semesters of video and production. Using this, I have filmed and edited numerous videos including weddings, commercials, informative and real estate videos, YouTube shows and art pieces.

GRAPHIC ARTIST - 1996-CURRENT

I have drawn company logos, done branding for websites, and animated my drawings for display purposes. I have made patches, t-shirts, and stickers that were sold by others.

MAPPING - 2022

Drawing land surveys for Cooney Surveying and Mapping. I have extensive CAD knowledge as well as mapping so I filled in when he had more work than his draftsman could handle.

MEDIA RESTORATION - 2003-CURRENT

Digitizing, restoring, and upscaling old photos, movies, and film for consumption on today's devices.



SCAN THE QR CODE FOR SOME SAMPLES OF MY WORK

https://www.flickr.com/photos/r_lrafuls/collections/72157722289944147/

REFERENCES / NATURE OF PROJECT

JOHN PAVLAKOS

Response Digital Media

(321) 288-1733

Created car commercials for Dan O'Brien Kia, Dan O'Brien Kia, Dan O'Brien Jeep / Ram.

Assisted in the production of a commercial and campaign for Space Coast Transit.

CHRISTY GRACI

Positive Behavior Supports

(772) 284-0481

Redrew and animated company logo for an event at the MGM Grand in Las Vegas.

JASON AMSTUTZ

Freelance Videographer

(772) 559-2707

Shot and edited a real estate video for a house sale.

Edit YouTube videos.

RICHARD VOTAPKA

Fellsmere Historian

(772) 589-8611

(772) 713-4074

Digitized and restore 8mm films.

Shot and edited a video showcasing the tool collection of Phil Smith's "Guess House".

CHRISTOPHER COONEY

Cooney Surveying and Mapping

(772) 913-5322

Drew the surveys for plats of land used for new home construction.

Retrieved Photos and videos from an old device and upscaled them.

Resumes of Luis Lopez, Marc Lambert, and Charles Stump of Applied Webology FL, LLC

Luis F. Lopez

985-634-9340

Luis@appliedwebology.com

Co - Founder of the Applied Webology FL LLC, a technology company, which has grown successfully in sectors of law enforcement, fire departments, government agencies and retail business lines. I handle most all areas of initial potential customer contact and pre-design consultations. After an Mobile App/Website agreement to go forward, I act as go a between with our client, my partner Marc Lambert, and our design team.

Before beginning the Technology field, I spent 36 years in the insurance and investments industry. Starting in direct customer sales and service, I worked into management and later opened two separate marketing entities. I trained agents in nine states in all facets of the insurance field.

Marc M. Lambert

772-563-3664

Marc@appliedwebology.com

Co - Founder of the Applied Webology FL LLC, a technology company, which has grown successfully in sectors of law enforcement, fire departments, government agencies and retail business lines.

I hold two degrees, one entrepreneurship and one in finance. I try utilizing my entrepreneurial ways to drive positive change to my customers and my business.

I first stepped into the world of high-powered financial transfer agency business as a Senior Account Manager with Scudder Kemper Funds. Over the years, my role grew to include quality assurance management, workflow productivity, business expansion, and top of the line client care. Working in finance, I specialized in analyzing and providing solutions tailored to my clients' specific needs. I now bring those skills and business knowledge to the table as the driving force behind the custom solutions designed here at Applied Webology.

Charles Stump

772-208-9239

Charles@appliedwebology.com

With over a decade immersed in sales and team leadership, Charles Stump pivoted his expertise to the digital realm, dedicating the last four years to website development and design. His impactful projects include the transformation of ccpoa.us, where he spearheaded a website redesign and pioneered the creation of a membership-based system. At aquahc.com, Charles took charge of the main site's redesign and expanded his influence to nine satellite sites, overseeing ongoing SEM and SEO efforts. His proficiency extends to fyh.news, where he orchestrated a comprehensive website restructure, redesigned the platform, and implemented an efficient CMS with a meticulously crafted process flow. As a seasoned project manager, Charles Stump continues to shape and elevate digital initiatives with his expertise.

Applied Webology FL, LLC Clients

Fellsmere Police Department

Chief Keith Touchberry

State of South Carolina Forestry Commission (Approved State Vendor)

Darryl Jones – Forest Protection Chief

Office Phone: 803-896-8817

E-mail Address: Djones@scfc.gov

Aiken County, SC Sheriff's Office

Captain Eric Abdullah

General Phone No. 803-642-1761

E-mail: Eabdullah@aikencountysc.gov

CCPOA – California Crime Prevention Officers Association

Gale Bleth: 510 – 332- 4537

E-mail: Sgalebleth@gmail.com

**City Council
Agenda Request Form**

Meeting Date: December 7, 2023

Agenda Item No. 12(e)

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Quarterly Update to the ARPA Funding List

RECOMMENDED MOTION/ACTION: Approve ARPA Amendment.

Approved by City Manager Mandy Mathes Date: 11.29.23

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

Summary Explanation/Background:

The City of Fellsmere has received an award of \$2,852,362 from the Federal government as part of the American Rescue Plan Act. With the Council election to treat all funds as "Lost Revenue" the City no longer has to track the use of funds by any one of the four original criteria. Funds can now be used for any reason except debt payments, pension payments, or reserves. Changes in this update include:

- Update "spent to" numbers
- Add new item to purchase lot on 97th outside of grant to allow resale.
- Add new item to purchase lots along Kentucky Stormwater Greenway currently owned by the State of Florida.
- Add new item for Public Works – new heavy equipment trailer
- Increased City Hall Technology from \$50k to \$65k.
- Reduced ARPA funding to align with spent to date for projects that are DONE.

As time approaches the deadline to obligate funds (12/2024), the ARPA funding list must balance to available funds. Starting with the next update in March 2024, the list will begin to align with the allocated ARPA funding.

ARP Project List by Local Priority

2023-12-07

Funding Priorities	ARP Funds Spent To Date	Total Project Cost	ARP	Grant/Local	Notes
Miscellaneous					
Police & Public Works Hazard Pay	\$ 33,582	\$ 33,582	\$ 33,582	NA	DONE
Economic Development					
Broadband Fiber to City Facilities		\$ 2,800,000	\$ 100,000	\$ 2,700,000	CDBG CV awarded
S. Hickory Land Purchase	\$ 151,858	\$ 151,858	\$ 151,858	\$ -	DONE - may be reimbursed if sold by 12/31/24
FACT Resource Center	\$ 95,658	\$ 250,000	\$ 250,000	TBD	ARPA - FACT Initiative seed money
Web Site Update		\$ 20,000	\$ 20,000	\$ -	ARPA
Police					
In-car camera Storage/Server	\$ 15,105	\$ 15,105	\$ 15,105	\$ -	DONE
Field Laptops	\$ 16,944	\$ 16,944	\$ 16,944	\$ -	DONE
Body Cameras	\$ 59,419	\$ 59,419	\$ 59,419	\$ -	DONE - recurring \$10,000 annual fee (starts 2027)
Rapid ID System	\$ 2,149	\$ 2,149	\$ 2,149	\$ -	DONE
New Roof for PW/PD Bldg.	\$ 19,800	\$ 213,800	\$ 19,800	\$ 194,000	DONE
Balistic Shields	\$ 123	\$ 123	\$ 123	\$ -	DONE
SWAT Gear	\$ 3,481	\$ 10,200	\$ 10,200	\$ -	DONE
Computer Server	\$ -	\$ 7,325	\$ 7,325	\$ -	ARPA
Police Compound Renovation - Design		\$ 35,000	\$ 35,000	\$ -	ARPA
Police Equipment/Supplies	\$ 2,193	\$ 30,000	\$ 30,000	\$ -	ARPA
Recreation					
Recreated Train Village		\$ 600,000	\$ 300,000	\$ 300,000	Reapply FY23/24 - last effort with grant funding
FIT Challenge Course (grant match)		\$ 500,000	\$ 100,000	\$ 400,000	RTP awarded.
City Hall LS Generator		\$ 300,000	\$ 75,000	\$ 225,000	2022/23 FDEM Not Awarded. Apply again in 2023/24.
HVAC Replacements at City Hall		\$ 50,000	\$ 50,000	\$ -	ARPA
Community Center Updates (Interior)		\$ 200,000	\$ 50,000	\$ 150,000	Special Category applied 6/22.
Old School Impact Windows/Curtains		\$ 665,000	\$ 165,000	\$ 500,000	Special Category awarded
SR. League Soccer Field Rejuvenation	\$ 16,250	\$ 600,000	\$ 300,000	\$ 300,000	ARPA - Developer Reimbursed
Old School Exterior Lights		\$ 20,000	\$ 20,000	\$ -	ARPA

ARP Project List by Local Priority

Funding Priorities	Spent To Date	Total Project Cost	ARP	Grant/Local	Notes
Water/Sewer					
Water Quality Issues-Place Holder		\$ 500,000	\$ 400,000	\$	Delete since Water has adequate funds
Finance					
Office Equipment, Supplies & Enhancements	\$ 15,934	\$ 30,000	\$ 30,000	\$ -	ARPA
Finance Database System	\$ 66,205	\$ 87,000	\$ 87,000	\$ -	ARPA
Postage-Meter/Letter Stuffer	\$	\$ 17,263	\$ 17,263	\$	ARPA-LEASED
Project Manager	\$ 11,313	\$ 30,000	\$ 30,000	\$ -	ARPA
Roadways					
CR512 Left Turn		\$ 300,000	\$ 300,000	\$ -	Seek Developer Reimbursement - No Guarantee
W. N Broadway Alley	\$ 24,311	\$ 150,000	\$ 150,000	\$ -	Request to fund 100% by City and increase to \$150k
Pave the Grade		\$ 3,460,000	\$ 150,000	\$ 3,310,000	ARPA & SJRWMD & RIF grant
Stormwater					
97th street Lot Purchases		\$ 250,000	\$ 250,000		Advance purchase of lot that will be partially resold
Kentucky Greenway Lot Purchases		\$ 120,000	\$ 120,000		Place holder in case grant will not pay for State Land
Heavy Equipment Trailer		\$ 20,000	\$ 20,000	\$ -	Return to ARPA funded given future needs
Public Works					
New Toolbox and Tools for shop	\$ 8,949	\$ 8,949	\$ 8,949	\$ -	DONE
PW 2 way radios	\$ 15,000	\$ 15,000	\$ 15,000	\$ -	DONE
City Hall Technology		\$ 65,000	\$ 65,000		ARPA for Conference Rooms and Auditorium
PW Equipment/Supplies	\$ 3,714	\$ 50,000	\$ 50,000		ARPA
TOTAL	\$ 558,275	\$ 11,568,717	\$ 3,087,454	\$ 8,079,000	
Funding obligated					
Companion grant applied for			Total less Developer Reimbursements		
			\$ 2,635,596	Allocation	
			\$ 2,852,362	Developer Reimbursed over time	
			\$ 451,858	Obligated/Spent	
			\$ 2,610,129		