1. CALL TO ORDER 9:00 A.M.

2. INVOCATION
   Reverend Ray Huddle, Church of Redeemer
   Lutheran Church

3. PLEDGE OF ALLEGIANCE
   Commissioner Sandra L. Bowden

4. ADDITIONS/DELETIONS TO THE AGENDA / EMERGENCY ITEMS

5. PROCLAMATIONS and PRESENTATIONS
   A. Presentation of Proclamation Honoring Gustav (Gus) Post on His Retirement from Indian River County Board of County Commissioners, For Sixteen Years Service, Department of General Services, Buildings & Grounds Division
   B. Presentation of Proclamation Honoring Lorraine Post on Her Retirement from Indian River County Board of County Commissioners, For Seventeen Years Service, Department of Utility Services, Customer Service Division

October 24, 2006
6. APPROVAL OF MINUTES

A. September 12, 2006 Regular Meeting

B. September 12, 2006 - Continued Public Hearing - Treviso

C. September 26, 2006 Joint School Concurrency Workshop

7. CONSENT AGENDA

A. 4 Lakes L.L.C.'s Request for Final Plat Approval for a Subdivision to be known as 4 Lakes.
   (memorandum dated October 13, 2006) 5-12

B. Mr. Michael Staszewski's Request for Final Plat Approval for a Subdivision to be Known as Staszewski Subdivision.
   (memorandum dated October 13, 2006) 13-28

C. Windsor Properties, Inc.'s Request for Release of Easements on Lots 2, 3, 4 & 5, Block 21, of Windsor PD Phase III. (Administrative)
   (memorandum dated October 15, 2006) 29-34

D. John Rexford's Request for Partial Release of Easements at 630 East Point Court SW (Lots 33 & 34, Preservation Pointes PD Phase II - Timber Ridge PRD) (Administrative)
   (memorandum dated October 15, 2006) 35-41

E. Lennar Communities of South Florida Inc.'s Request to Replat Portions of Verona Trace Subdivision and The Villas at Verona Trace
   (memorandum dated October 15, 2006) 42-53

F. Consideration of Revised Indian River County Local Housing Assistance Plan for Fiscal Years 2006-07 Through 2008-09
   (memorandum dated October 13, 2006) 54-61

G. Approval of Bid Award and Sample Agreement for IRC Bid #2006104 Winter Beach Park Water Assessment Project, Utilities Department
   (memorandum dated October 4, 2006) 62-73

H. Approval of Bid Award for IRC Bid #2007013 Annual Bid for Zinc Orthophosphate, Utilities Department
   (memorandum dated October 3, 2006) 74-78
7. **CONSENT AGENDA (CONT'D)**

   (memorandum dated October 10, 2006) .......................................................... 79-83

   (memorandum dated October 16, 2006) .......................................................... 84-92

3. Approval of Work Order No 3-RR for the Rockridge Subdivision Surge Protection Project  
   (memorandum dated October 12, 2006) .......................................................... 93-103

4. Final Payment Addendum No. 12 (Masteller & Moler, Inc.) Professional Engineering Services Agreement, CR512 Corridor Improvements – IRC Project No. 9611  
   (memorandum dated October 6, 2006) .......................................................... 104-105

5. Right-of-Way Acquisition, Charles W. and Kathleen M. Behler, Powerline Road (70th Avenue), Parcel ID #30-39-31-00000-0500-00014-0  
   (memorandum dated October 4, 2006) .......................................................... 106-114

   (memorandum dated October 17, 2006) .......................................................... 118-119

7. Partial Release of Retainage of the Professional Engineering / Land Surveying Services for the 5th Street SW Bridge Over Lateral "C" Canal and 43rd Avenue Bridge Over South Relief Canal  
   (memorandum dated October 10, 2006) .......................................................... 118-120

8. Oslo Road Bridge Replacements and Roadway Widening Engineering Services Partial Release of Retainage  
   (memorandum dated October 10, 2006) .......................................................... 121-124

9. Indian River County Public Works Maintenance Complex, Professional Architectural / Engineering Services Contract, Final Payment and Release of Retainage  
   (memorandum dated October 11, 2006) .......................................................... 125-127
### CONSENT AGENDA (CONT'D.)

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Page</th>
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</thead>
<tbody>
<tr>
<td>R</td>
<td>Amendment No. 3 to the Professional Engineering Services Agreement for 43rd Avenue Roadway and Drainage Improvements from 8th Street to 18th Street (memorandum dated October 16, 2006)</td>
<td>128-137</td>
</tr>
<tr>
<td>S</td>
<td>Tri-Party Sublease Agreement among Verizon Wireless, Cingular Wireless, and Indian River County for Co-location on Tower at South County RO Plant, Oslo Road (memorandum dated October 17, 2006)</td>
<td>138-155</td>
</tr>
<tr>
<td>T</td>
<td>Contract for Legal Services for Eminent Domain Cases (memorandum dated October 17, 2006)</td>
<td>156-164</td>
</tr>
<tr>
<td>U</td>
<td>Proposed Settlement of Brown &amp; Brown, Inc. d/b/a Preferred Governmental Solutions v. Indian River County, Circuit Court Case 2005-0223-CA-03 (memorandum dated October 18, 2006)</td>
<td>165-170</td>
</tr>
<tr>
<td>V</td>
<td>The Oaks of Vero - P.D., Phase 2, Developer: SDG Kings, Inc. (Bret Soverel, President). Request for Modification to Contract for Construction of Required Improvements and Contract for Construction of Required Sidewalk Improvements (memorandum dated October 6, 2006)</td>
<td>171-194</td>
</tr>
<tr>
<td>W</td>
<td>Brookfield at Trillium Phase 'A', Developer: Woodside Trillium, LLC (William Handler, Manager). Modification to Contract for Construction of Required Sidewalk Improvements (memorandum dated October 9, 2006)</td>
<td>195-201</td>
</tr>
<tr>
<td>X</td>
<td>Stoney Brook Farm, Developer: Stoneybrook Farms Group, L.L.C. Ratification of Second Modification to Contract for Construction of Required Improvements (memorandum dated October 9, 2006)</td>
<td>202-205</td>
</tr>
<tr>
<td>Y</td>
<td>Hydraulic Improvements to Lift Station No. 109 and Upgrades of Lift Station No. 108 and Lift Station No. 115, Bid No 2006013, Approval of Final Payment to Contractor and Release of Retainage, UCP #2493 (memorandum dated September 21, 2006)</td>
<td>206-223</td>
</tr>
<tr>
<td>Z</td>
<td>Release of Partial Retainage with Indian River Industrial Contractors for the Central Plant Expansion UCP # 2347 Amendment 2 to Bid No. 7039 (memorandum dated October 5, 2006)</td>
<td>224-227</td>
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<td>CONSENT AGENDA (CONT'D.)</td>
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<tr>
<td>AA. Proclamation Honoring Betty M. Bogle on Her Retirement from Indian River County Board of County Commissioners, for Ten Years of Service, Department of Utility Services, Customer Service</td>
<td>228-229</td>
<td></td>
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<td>BB. Acceptance Change Order No. 17, for the New County Administration Buildings (memorandum dated October 18, 2006)</td>
<td>230-241</td>
<td></td>
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<td>CC. Microsoft Enterprise Agreement (memorandum dated)</td>
<td>242-268</td>
<td></td>
</tr>
<tr>
<td>DD. Miscellaneous Budget Amendment 002 (memorandum dated)</td>
<td>269-277</td>
<td></td>
</tr>
<tr>
<td>EE. Continuing Services for Water and Wastewater Engineering Consultants Request for Qualifications (memorandum dated October 10, 2006)</td>
<td>272-282</td>
<td></td>
</tr>
<tr>
<td>FF. Commission Agenda Public Discussion Form (memorandum dated October 11, 2006)</td>
<td>283-284</td>
<td></td>
</tr>
<tr>
<td>GG. Third Party Claims Administration Agreement (memorandum dated October 12, 2006)</td>
<td>285-290</td>
<td></td>
</tr>
<tr>
<td>HH. Out of County Travel to Attend Property Tax -- Homestead &amp; Save Our Homes Portability Workgroup Meeting (memorandum dated October 18, 2006)</td>
<td>291-295</td>
<td></td>
</tr>
<tr>
<td>II. Out of County Travel to Attend the Florida Association of Counties 2007 Legislative Conference (memorandum dated October 9, 2006)</td>
<td>296-300</td>
<td></td>
</tr>
<tr>
<td>JJ. Out of County Travel to Attend the 2007 National Conference On Beach Preservation Technology (memorandum dated October 9, 2006)</td>
<td>301-303</td>
<td></td>
</tr>
<tr>
<td>KK. Out of County Travel to Attend the National Hurricane Conference (memorandum dated October 9, 2006)</td>
<td>305-307</td>
<td></td>
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<tr>
<td>LL. 2006 Election of Agriculture Advisory Committee Vice Chairman (memorandum dated October 13, 2006)</td>
<td>308</td>
<td></td>
</tr>
</tbody>
</table>
7. **CONSENT AGENDA (CONT'D.)**

   **MM.** Resolution Urging the Florida Legislature to Call a Special Session to Study and Enact Legislation Addressing the Insurance Crisis in Florida
   (memorandum dated October 10, 2006) ................................................................. 309-311

   **NN.** 2006 Election of School Planning Citizens Oversight Committee Chairman and Vice Chairman
   (memorandum dated October 13, 2006) .......................................................... 312

   **OO.** Approval of Warrants September 29 – October 5, 2006
   (memorandum dated October 5, 2006) ................................................................. 313-319

   **PP.** Approval of Warrants - October 6 – 12, 2006
   (memorandum dated October 12, 2006) ............................................................. 320-327

   **QQ.** Reports Placed on File in the Office of Clerk to the Board:

   1. Report of Convictions, Month of August 2006

   2. Florida Department of Transportation, Public Workshop on Thursday, November 2, 2006 1-95 Project Development and Environment (PD&E) Study From the Indrio Road Interchange to the CR 512 Interchange

8. **CONSTITUTIONAL OFFICERS and GOVERNMENTAL AGENCIES**

   None

9. **PUBLIC ITEMS**

   **A. PUBLIC HEARINGS**

   1. Prime Homes at Portofino Village Commercial, Ltd.'s Request for Abandonment of a Portion of 94th Court (Formerly Known as 133rd Avenue) North of State Road 60
   (memorandum dated October 17, 2006) ................................................................. 328-335

   Legislative

   2. WCI Communities Inc.: Request to Abandon two segments of 46th Avenue (Sunrise Street) between US Highway 1 and CR 510 in Wabasso
   (memorandum dated October 17, 2006) ............................................................... 336-356

   Legislative
### PUBLIC ITEMS (CONT'D.)

#### A. PUBLIC HEARINGS (CONT'D.)

3. **IHP’s request to rezone 3.52 acres from CG to OCR**  
   (memorandum dated October 9, 2006)  
   **Quasi-Judicial**

4. **Double R&D Inc.’s Request to Amend The Comprehensive Plan to Redesignate ±40.23 Acres from R to L-1, And to Rezone Those ±40.23 Acres from A-1 to RS-5**  
   (memorandum dated October 10, 2006)  
   **Legislative**

5. **County Initiated Request to Amend The Comprehensive Plan Future Land Use Map by Redesignating ±3,088 Acres From C-1 to AG-2**  
   (memorandum dated October 11, 2006)  
   **Legislative**

6. **County Initiated Request to Amend the County’s Comprehensive Plan to Redesignate ±46.51 Acres From L-2 to PUB**  
   (memorandum dated October 10, 2006)  
   **Legislative**

7. **Quail Ridge of Vero Beach, LLC’s Request to Amend the text of the Comprehensive Plan's Future Land Use Element**  
   (memorandum dated October 10, 2006)  
   **Legislative**

8. **First of Two Public Hearings to Enlarge County Seat - Office of the Supervisor of Elections**  
   (memorandum dated October 6, 2006)  
   **Quasi-Judicial**

#### B. PUBLIC DISCUSSION ITEMS

Please give your name and address, and then give your remarks. Please try to limit your remarks to three minutes.

1. **Request to Speak from Joseph Paladin, Chairman of the Growth Awareness Committee regarding exparte communication with Board of County Commission and/or staff by opposing counsel under rule 4-4.2 rules regulating the Florida Bar**  
   (letter dated October 17, 2006)  
   **Legislative**
## 9. PUBLIC ITEMS (CONT'D.)

### B. PUBLIC DISCUSSION ITEMS (CONT'D.)

2. Request to Speak from Richard E. Torpy, Esquire, regarding contractor/developer bonding requirements in reference to the Lakes at Sand Ridge Subdivision
   (e-mail dated October 17, 2006)
   
3. Request to Speak from Scott Dillon Regarding Condemnation of a Project and Destruction of Personal Property
   (letter dated October 17, 2006)

### C. PUBLIC NOTICE ITEMS

None

## 10. COUNTY ADMINISTRATOR'S MATTERS

### A. Use of Inmates/Trustees for Maintenance Services

<table>
<thead>
<tr>
<th>Date</th>
<th>Page</th>
</tr>
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<tbody>
<tr>
<td>October 16, 2006</td>
<td>483-490</td>
</tr>
</tbody>
</table>

## 11. DEPARTMENTAL MATTERS

### A. Community Development

1. Condemnation, Demolition and Removal of Unsafe Structures
   (memorandum dated October 24, 2006)
   
### B. Emergency Services

None

### C. General Services

None

### D. Human Resources

None

### E. Human Services

None

### F. Leisure Services

None
11. DEPARTMENTAL MATTERS (CONT'D.)

G. Office of Management and Budget

None

H. Recreation

None

I. Public Works

1. Property Acquisition, 8866 92nd Court, CR 510 Widening and Improvements, County Project No. 0610, Devanand & Rookminee Maharaj, Owners
   (memorandum dated October 9, 2006) .......................................................... 504-518

2. Falcon Trace Subdivision - Third Amendment to the Developer's Agreement
   (memorandum dated October 17, 2006) ...................................................... 519-524

3. Property Acquisition, 8865 91st Avenue CR 510 Widening and Improvements, IRC Project No. 0610, Gina Hower, Owner
   (memorandum dated October 18, 2006) ...................................................... 525-538

J. Utilities Services

1. Hobart Industrial Park Master Planned Water Main Along 77th Street West of US Highway 1, Approval Project for Public Bid and Retaining W. F. McCain and Associates, Inc. for Engineering Services
   (memorandum dated September 26, 2006) .................................................. 539-547

2. Consulting Services Work Order No. 3 with Neel-Schaffer, Inc. for Surveying, Engineering and Construction Services for the Replacement of the Roseland Water Tank UCP-2478
   (memorandum dated September 20, 2006) .................................................. 548-556

3. The Squire Subdivision Petition Water Service (57th Avenue North of 33rd Street) IRC project No. UCP-2535 Resolution IV - Final Assessment
   (memorandum dated October 5, 2006) ...................................................... 557-564

4. Point-O-Woods Subdivision Petition Water Service (Robin Lane - Riverside - off Roseland Road) Indian River County Project No. UCP-2613 Resolution IV Final Assessment
   (memorandum dated October 5, 2006) ...................................................... 565-574
11. DEPARTMENTAL MATTERS (CONT'D.)

J. Utilities Services (cont'd.)

5. Utility Construction Standards 2006 - UCP 2821
   (memorandum dated October 24, 2006) .................................................. 575-578

6. North & South County Reverse Osmosis Water Treatment Plants
   Work Order #7 - Alternative Water Supply Master Plan by Camp
   Dresser & McKee, Inc.
   (memorandum dated October 13, 2006) ..................................................... 579-589

12. COUNTY ATTORNEY

A. Waterway Village - DRI Vesting
   (memorandum dated October 18, 2006) .................................................. 590-604

B. Proposed Settlement of Charles L. LaFevers, Jr., as Trustee of the Jill V.
   LaFevers Trust and Sullivan of Vero Beach Limited Partnership v. Indian
   River County
   (memorandum dated October 4, 2006) ....................................................... 605-608

13. COMMISSIONERS ITEMS

A. Commissioner Arthur R. Neuberger, Chairman
   None

B. Commissioner Gary C. Wheeler, Vice Chairman
   1. Mobile Home Parks
      (memorandum dated October 9, 2006) .................................................. 609

C. Commissioner Sandra L. Bowden
   None

D. Commissioner Wesley S. Davis
   None

E. Commissioner Thomas S. Lowther
   None
14. **SPECIAL DISTRICTS AND BOARDS**

A. **Emergency Services District**

1. Approval of Minutes of Meeting of August 22, 2006

2. Approval of Minutes of Meeting of September 12, 2006

3. Utility Easement for Emergency Services Station No. 5 (memorandum dated October 17, 2006) .................................................. 610-613

B. **Solid Waste Disposal District**

None

C. **Environmental Control Board**

None

15. **ADJOURNMENT**

Anyone who may wish to appeal any decision which may be made at this meeting will need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal will be based.

Anyone who needs a special accommodation for this meeting may contact the County's Americans with Disabilities Act (ADA) Coordinator at (772) 226-1223 at least 48 hours in advance of meeting.

The full agenda is available on line at the Indian River County Website at www.ircgov.com. The full agenda is also available for review in the Board of County Commission Office, the Indian River County Main Library, the IRC Courthouse Law Library, and the North County Library.

```
Commission Meeting may be broadcast live by Comcast Cable Channel 27
Rebroadcasts continuously with the following proposed schedule:
   Wednesday at 9:00 a.m. until 5:00 p.m.,
   Thursday at 1:00 p.m. through Friday Morning,
and Saturday at 12:00 Noon to 5:00 p.m.
```
PROCLAMATION

HONORING GUSTAV (GUS) POST ON HIS RETIREMENT FROM
INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF GENERAL SERVICES
BUILDING & GROUNDS DIVISION

WHEREAS, Gus Post retired from Indian River County effective August 18, 2006; and

WHEREAS, Gus began his employment with the County on December 15, 1989, as a Tradesworker I and on March 30, 2001 was reclassified to a Tradesworker II which is the position he held to the end of his career; and

WHEREAS, Gus served this County with distinction and selflessness. During his years of service, his work was greatly appreciated by the employer and co-workers alike; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that the Board applauds the efforts of Gus Post on behalf of the County, and the Board wishes to express their appreciation for his dedicated and exemplary service to Indian River County for the last sixteen years; and

BE IT FURTHER PROCLAIMED that the Board of County Commissioners and staff extend heartfelt wishes for success in his future endeavors!

Dated this 24th day of October 2006.
This is to certify that

Gustav Post

is hereby presented this

Retirement Award

for outstanding performance and

faithful service to

Indian River County
Board of County Commissioners

For Sixteen years of service

On this 18th day of August 2006

Thomas Flame
Director of General Services

Arthur R. Neuberger
Board of County Commissioner, Chairman
PROCLAMATION

HONORING LORRAINE POST ON HER RETIREMENT FROM
INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF UTILITY SERVICES
CUSTOMER SERVICE DIVISION

WHEREAS, Lorraine Post retired from Indian River County effective September 8, 2006; and

WHEREAS, Lorraine began her employment with the County on September 1, 1989, as a Customer Service Representative and on March 30, 2001 was reclassified to a Billing Specialist which is the position she held to the end of her career; and

WHEREAS, Lorraine served this County with distinction and selflessness. During her years of service, her work was greatly appreciated by the employer and co-workers alike; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that the Board applauds the efforts of Lorraine Post on behalf of the County, and the Board wishes to express their appreciation for her dedicated and exemplary service to Indian River County for the last seventeen years; and

BE IT FURTHER PROCLAIMED that the Board of County Commissioners and staff extend heartfelt wishes for success in her future endeavors!

Dated this 24th day of October 2006.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

Arthur R. Neuberger, Chairman
This is to certify that

Lorraine Post

is hereby presented this

Retirement Award

for outstanding performance and

faithful service to

Indian River County
Board of County Commissioners

For Seventeen years of service

On this 8th day of September 2006

______________________________
Walter Erik Olson
Director of Utility Services

______________________________
Arthur K. Neuberger
Board of County Commissioner, Chairman
INDIAN RIVER COUNTY, FLORIDA

MEMORANDUM

TO: Joseph A Baird; County Administrator

FROM: Mark L. Zans, Senior Planner, Current Development

DATE: October 13, 2006

SUBJECT: 4 Lakes L.L.C.'s Request for Final Plat Approval for a Subdivision to be Known as 4 Lakes

It is requested that the data herein presented be given formal consideration by the Board of County Commissioners at its regular meeting of October 24, 2006.

DESCRIPTION & CONDITIONS:

4 Lakes Subdivision consists of 58 single-family lots on 37.84 acres located on the north side of 13th Street SW, between 43rd Avenue and 58th Avenue. The property is zoned RS-3 (Residential Single Family – up to 3 unit per acre), and has a L-1 (Low Density 1 up to 3 units per acre) land use designation. The density for 4 Lakes Subdivision is 1.53 units per acre.

On May 8, 2003, the county granted preliminary plat approval for “Two Lakes Subdivision”, now known as 4 Lakes Subdivision. The applicant subsequently obtained a land development permit, constructed the required subdivision improvements, and obtained a Certificate of Completion. The applicant has submitted a final plat in conformance with the approved preliminary plat, and now requests that the Board of County Commissioners grant final plat approval for 4 Lakes Subdivision.
ANALYSIS:

All of the required improvements for 4 Lakes Subdivision have been completed and inspected. The required 3-Year Maintenance Security Bond has been posted, and a Certificate of Completion was issued October 13, 2006. All improvements will be private, with the exception of certain utility facilities, which will be dedicated to and guaranteed to Indian River County as required by the Utility Services Department. All requirements of final plat approval have been satisfied.

RECOMMENDATION:

Based on the above analysis, staff recommends that the Board of County Commissioners grant final plat approval for 4 Lakes Subdivision.

ATTACHMENTS:

1. Application
2. Location Map
3. Plat Layout
4. Certificate of Completion (Copy)

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APPROVED AGENDA ITEM:

FOR: October 24, 2006
BY: [Signature]
FINAL PLAT APPLICATION (PLTF)

PROJECT NAME PRINT: 4 Lakes Subdivision

NOTE: THIS IS THE NAME WHICH WILL BE USED FOR ALL REFERENCE TO THIS PROJECT (SUCH AS "WOODY BIG TREE SUBDIVISION").

COMPUTER ASSIGNED PROJECT NUMBER: 9720170-5437

ASSIGNED FILE NUMBER: SD-03-07-19

CORRESPONDING PRELIMINARY PLAT PROJECT NAME AND IRC ASSIGNED FILE NUMBER: SD-03-07-19

OWNER: (PRINT)

NAME: 4 Lakes LLC

ADDRESS: 1902 W. 16th Ave.

CITY: Vero Beach, Fl.

STATE: FL

ZIP: 32960 (772) 778-9744

PHONE: (772) 778-7441

FAX NUMBER: 772-778-7441

EMAIL ADDRESS: info@sbsengineers.com

CONTACT PERSON: Joe York

AGENT: (PRINT)

NAME: Joseph Schulke P.E.

ADDRESS: 1717 Indian River Blvd Suite 207C

CITY: Vero Beach, FL

STATE: FL

ZIP: 32960 (772) 774-1713

PHONE: (772) 774-1713

FAX NUMBER: 772-774-1713

EMAIL ADDRESS: info@sbsengineers.com

CONTACT PERSON: Joseph Schulke P.E.

PROJECT ENGINEER: (PRINT)

NAME: Joseph Schulke P.E.

ADDRESS: 1717 Indian River Blvd Suite 207C

CITY: Vero Beach, FL

STATE: FL

ZIP: 32960 (772) 774-1713

PHONE: (772) 774-1713

FAX NUMBER: 772-774-1713

EMAIL ADDRESS: info@sbsengineers.com

CONTACT PERSON: Joseph Schulke P.E.

PROJECT SURVEYOR: (PRINT)

NAME: Joseph Schulke P.E.

ADDRESS: 1717 Indian River Blvd Suite 207C

CITY: Vero Beach, FL

STATE: FL

ZIP: 32960 (772) 774-1713

PHONE: (772) 774-1713

FAX NUMBER: 772-774-1713

EMAIL ADDRESS: info@sbsengineers.com

CONTACT PERSON: Joseph Schulke P.E.
4 LAKES SUBDIVISION

A replat of Tract 7, Section 28, Township 33 South, Range 19 East,
of the last general plat of the Indian River Farms Company
SUBDIVISION, recorded in Plat Book 2, Page 25, of the Public
Records of St. Lucie County, Florida; said land now lying and being
in Indian River County, Florida.
October 13, 2006

4 Lakes, LLC
1902 Wilbur Avenue
Vero Beach, Florida 32960

Attention: Mr. James D. York, Manager

RE: Four Lakes Subdivision Lots 1 through 58
LDP # 97020170-35565 / SD-03-07-19

CERTIFICATE OF COMPLETION

The requirements of Chapter 913.07(5)(i) of the Indian River County Land Development Regulations have been satisfied; the installation of road, drainage and utilities improvements required for the referenced subdivision project have been approved.

This certificate of completion is issued pursuant to Indian River County Code 913.07(5)(i) and certifies only that the construction shown on the approved plans or revisions is complete and in substantial conformance to the approved plans and specifications. This certificate does not confer, or imply approval of any other aspect of this project (e.g. final plat approval) as it relates to the platting and subdivision ordinance as contained in Indian River County Code Chapter 913.

The Indian River County Department of Utility Services has verified that the installation of required utility improvements has been approved (see attached verification memo from the Department of Utility Services).

The Public Works Department hereby verifies that the installation of all required road and drainage improvements for the referenced project has been approved.

Any required subdivision minor improvements (such as sidewalks) not completed but bonded-out and, therefore, not covered in this Certificate of Completion are recited below:

No requirement to install sidewalks in this subdivision.
RE: Four Lakes Subdivision Lots 1 through 58
LDP #: 57020-170-35565 / SD-03-07-19

Warranty and guaranty contract and security are listed below:

Warranty and Guaranty Agreement, and Bill of Sale for Required Improvements No. SD-03-07-19-W & G (97020170-54341), Indian River National Bank, Letter of Credit No. 01-0071 in the amount of $86,848.18.

cc:
Christopher J. Kafel, Jr., P.E.
County Engineer

CJK, WBE/wbe
TO: Joseph A Baird; County Administrator

DEPARTMENT HEAD CONCURRENCE: Robert M. Keating, AICP; Community Development Director

THROUGH: Stan Boling, AICP, Planning Director

FROM: Mark L. Zans; Senior Planner, Current Development

DATE: October 13, 2006

SUBJECT: Mr. Michael Staszewski's Request for Final Plat Approval for a Subdivision to be Known as Staszewski Subdivision

It is requested that the data herein presented be given formal consideration by the Board of County Commissioners at its regular meeting of October 24, 2006.

DESCRIPTION & CONDITIONS:

Staszewski Subdivision consists of 7 single-family lots on 1.50 acres located on the north side of 11th Street S.W., west of 18th Avenue S.W. The property is zoned RS-6 (Residential Single Family – up to 6 unit per acre), and has a L-2 (Low Density 2 up to 6 units per acre) land use designation. The density for Staszewski Subdivision is 4.66 units per acre.

On November 14, 2002, the county granted preliminary plat approval for the Staszewski subdivision. The applicant subsequently obtained a land development permit, and has constructed the required subdivision improvements, except the required sidewalk along 18th Avenue S.W. The applicant has executed a Contract for Construction of Required Sidewalk improvements and posted security to guarantee the contract. The applicant has also submitted a final plat in conformance with the approved preliminary plat, and now requests that the Board of County Commissioners grant final plat approval for Staszewski Subdivision.
ANALYSIS:

All of the required Staszewski Subdivision improvements have been completed and inspected, except the sidewalk required along 18th Avenue S. W. Public Works has reviewed and approved the submitted Engineer's Certified Cost Estimate for the remaining sidewalk improvements. The County Attorney's Office has reviewed and approved the submitted Contract for Construction of Required Sidewalk Improvements, and the applicant has posted a Cash Deposit and Escrow Agreement in the approved security amount. All other improvements will be private, with the exception of certain utility facilities, which will be dedicated to and guaranteed to Indian River County as required by the Utility Services Department. All requirements of final plat approval have been satisfied.

RECOMMENDATION:

Based on the above analysis, staff recommends that the Board of County Commissioners grant final plat approval for Staszewski Subdivision.

ATTACHMENTS:

1. Application
2. Location Map
3. Plat Layout
4. Contract for Construction of Required Sidewalk Improvements
5. Cash Deposit and Escrow Agreement

APPROVED AGENDA ITEM:

FOR: October 24, 2006
BY: [Signature]

F:\Community Development\Users\MARKZ\Docs\BCC\StaszewskiSDwriteup.rtf
FINAL PLAT APPLICATION (PLTF)

PROJECT NAME (PRINT): 18TH AVENUE SW DEVELOPMENT

COMPUTER ASSIGNED PROJECT #: 2002090027
ASSIGNED FILE #: PTLF

CORRESPONDING PRELIMINARY PLAT PROJECT NAME AND IRC ASSIGNED FILE NUMBER:

OWNER:
MR. MICHAEL STASZEWSKI
NAME
1425 23RD AVENUE SW
ADDRESS
VERO BEACH, FL
CITY
ZIP
32962
PHONE
772-778-5876

AGENT:
MOSBY & ASSOCIATES, INC.
NAME
2455 14TH AVENUE
ADDRESS
VERO BEACH, FL
CITY
ZIP
32960
PHONE
772-569-0035

CONTACT PERSON:
MR. MICHAEL STASZEWSKI

PROJECT ENGINEER:
MOSBY & ASSOCIATES, INC.
NAME
2455 14TH AVENUE
ADDRESS
VERO BEACH, FL
CITY
ZIP
32960
PHONE
772-569-0035

CONTACT PERSON:
AARON J. BOWLES, P.E.

PROJECT SURVEYOR:
WILLIAM B. ZENTZ & ASSOCIATES
NAME
684 OLD DIXIE HIGHWAY
ADDRESS
VERO BEACH, FL
CITY
ZIP
32962
PHONE
772-567-7552

CONTACT PERSON:
MR. BILL ZENTZ

SITE TAX ID'S: 25-33-39-00001-0020-00004 1.5

COUNTY LAND DEVELOPMENT PERMIT #:
DATE ISSUED: 4.6
ZONING: RS-6
CLUP:
TOTAL (GROSS) ACRES: 1.5
TOTAL NUMBER OF LOTS: 7
AREA OF DEVELOPMENT (NET) ACREAGE: 1.5

DENSITY (UNITS PER ACRE): 4.6

ATTACHMENT
CERTIFICATE OF DEDICATION

CERTIFICATE OF SURVEYOR

THE 2S FOOf STRIP OF RIGHT-OF-WAY AT THE REPRESENTATION CABLE TELEVISION SERVICES, IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WITH ALL OTHER APPLICABLE LAWS, THE COUNTY SURVEYOR'S REVIEW OF INDIAN RIVER COUNTY, FLORIDA, HAVE BEEN PLACED.

IN WITNESS WHEREOF, WE MICHAEL STASZEWSKI, COUNTY SURVEYOR OF INDIAN RIVER COUNTY, FLORIDA, DO ACKNOWLEDGE THE FOREGOING.

MICHAEL STASZEWSKI
CLERK OF CIRCUIT COURT OF INDIAN RIVER COUNTY, FLORIDA

IN WITNESS WHEREOF, WE MICHAEL STASZEWSKI AND ANN M. STASZEWSKI, COUNTY CLERK OF INDIAN RIVER COUNTY, FLORIDA, DO ACKNOWLEDGE THE FOREGOING.

ANN M. STASZEWSKI

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COUNTY SURVEYOR OF INDIAN RIVER COUNTY, FLORIDA

IN WITNESS WHEREOF, WE MICHAEL STASZEWSKI AND ANN M. STASZEWSKI, COUNTY CLERK OF INDIAN RIVER COUNTY, FLORIDA, DO ACKNOWLEDGE THE FOREGOING.
CONTRACT FOR CONSTRUCTION OF
REQUIRED SIDEWALK IMPROVEMENTS
NO. SD-03-01-01-SIDE (2002090027-40297)

THIS CONTRACT, made and entered into this 27th day of September, 2006, by and between Michael Staszewski, hereinafter referred to as "Developer", and INDIAN RIVER COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, Developer has commenced proceedings to effect development of land within Indian River County, Florida; and

WHEREAS, a Certificate of Completion for the development within the unincorporated area of Indian River County shall not be issued until the Developer has installed the required improvements or has guaranteed to the satisfaction of the County that such improvements will be installed; and

WHEREAS, Developer has requested the Certificate of Completion for Staszewski Subdivision; and

WHEREAS, the required sidewalk improvements are to be installed after the issuance of the Certificate of Completion and after Final Plat approval, under guarantees posted with the County.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREBIN CONTAINED, the parties agree as follows:

1. Developer agrees to construct by October 3, 2008, a date being within two years of approval of Final Plat, in a good and workmanlike manner, those improvements described as follows:

See Exhibit "A" attached

or otherwise required by the Code of Laws and Ordinances of Indian River County in connection with the approved Preliminary Plat and Land Development Permit, which are incorporated by reference into this contract.
2. Developer agrees to construct said improvements strictly in accordance with County policies for sidewalk construction as those policies relate to location, method and type of construction, and all County development regulations and standards, including conditions and requirements of any applicable County right-of-way permit, all of which are hereby incorporated by reference and made a part hereof.

3. In order to guarantee performance of this contract, Developer shall simultaneously herewith furnish an executed cash deposit and escrow agreement in a form to be approved by the County, naming Developer and the Indian River County Office of Management and Budget, as the escrow agent, in the amount of $11,156.25, which amount is not less than one hundred twenty-five percent (125%) of the estimated total cost of improvements remaining to be constructed, as determined in accordance with the County's Subdivision and Platting Ordinance. It is understood that the full amount of the escrow deposit shall remain available to the County and shall not be reduced during the course of construction except as provided in Indian River County Code Section 913.10(4)(B). Developer may at any time substitute guarantees, subject to the approval as to form and amount by the County.

4. Up to $1,000,000.00, or the limits of any applicable underlying or excess insurance coverage carried by Developer or to be obtained during the course of the construction of the subdivision improvements, Developer agrees to indemnify, hold harmless, and defend the County against any and all claims, damages, losses, and expenses, including attorney's fees, for property damage, personal or bodily injury, or loss of life, arising from the negligent acts or omissions of the Developer, its officers, employees, agents, or contractors, subcontractors, laborers, or suppliers, relating to the construction of the required sidewalk improvements, including all those improvements to be constructed on existing publicly dedicated or County owned property.

5. The County agrees to issue the Certificate of Completion and approve the Final Plat, upon a finding as to compliance with all applicable provisions of the County's Development Regulations and Ordinances and upon execution hereof. However, nothing herein shall be construed as creating an obligation upon the County to perform any act or construction or maintenance until such time as the required improvements are satisfactorily completed. Satisfactory completion in accordance with the land development permit, plans, specifications, and ordinance requirements of Indian River County shall be determined by the County and shall be indicated by specific written approval of the Public Works Director or his designated representative, after receipt of a signed and sealed Certificate of Completion from the project engineer of record.
6. The County agrees to issue building permits and Certificates of Occupancy prior to the installation of required sidewalk improvements so long as Developer is not in default of the terms of this Contract.

7. In the event the Developer shall fail or neglect to fulfill its obligations under this contract and as required by the Code of Laws and Ordinances of Indian River County, Florida, the Developer, as principal, and the funds in escrow deposit shall be jointly and severally liable to pay for the cost of construction and installation of the required improvements to the final total cost, including but not limited to engineering, construction, legal and contingent costs, including reasonable attorney's fees incurred by the County, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of Developer to carry out and execute all provisions of this contract and applicable ordinances of the County.

8. The parties agree that the County at its option shall have the right, but not the obligation, to construct and install or, pursuant to receipt of competitive bids, cause to be constructed and installed the required improvements in the event Developer shall fail or refuse to do so in accordance with the terms of this contract. Developer expressly agrees that the County may demand and draw upon the cash deposit for the final total cost of the improvements. Developer shall remain wholly liable for any resulting deficiency, should the cash deposit be exhausted prior to completion of the required improvements. In no event shall the County be obligated to expend public funds, or any funds other than those provided by the Developer, or the letter of credit to construct the required improvements.

9. Any cash deposit provided to the County by Developer with respect to this contract shall exist solely for the use and benefit of the County and shall not be construed or intended in any way, expressly or impliedly, to benefit or secure payment to any subcontractor, laborer, materialman or other party providing labor, material, supplies, or services for construction of the required improvements, or to benefit any lot purchaser(s), unless the County shall agree otherwise in writing.

10. This agreement is the full and complete understanding of the parties and shall not be construed or amplified by reference to any other agreement, discussion, or understanding, whether written or oral, except as specifically mentioned herein. This agreement shall not be assigned without the express written approval of the County. Any amendment, deletion, modification, extension, or revision hereof or hereto shall be in writing, executed by authorized representatives of both parties.
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

By: Michael Staszewski

DEVELOPER

INDIAN RIVER COUNTY, FLORIDA

By: Joseph A. Bair

County Administrator

COUNTY

Authority: Resolution No. 2005-121

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: William K. DeBraal
Assistant County Attorney
DATE: August 22, 2006
TO: William G. Collins, II, County Attorney
THROUGH: Christopher J. Kafer, Jr., P.E., County Engineer
FROM: William B. Eubank, Jr., Senior Engineering Inspector
SUBJECT: 18th Avenue Development - 18th Avenue Sidewalk Bond
REFERENCE: PD-03-06-14 / 99100114-44333

The enclosed engineer's certified cost estimate and quantities have been reviewed and are found to be satisfactory. The total amount of the bond is $11,156.25 ($8,925.00 x 125%).

If you have any questions, please call me at extension 1468.

WBE/wbe

cc: Jason Brown, Budget Manager
    D. Howard, Jr., Construction Coordination Manager
    Mark Zans, Senior Planner, Current Development
    Aaron Bowles, P.E., MBV Engineering, Inc.
August 18, 2006

Mr. Bill Eubank
Indian River County Engineering
1840 25th Street
Vero Beach, FL 32960

Subject: 18th Avenue SW Subdivision – Sidewalk escrow
Indian River County, Florida
Engineer’s Project Number: C2-554A

Dear Mr. Eubank:

Please find below the required cost estimate for the sidewalk escrow. As per your requirement, these funds are being provided to escrow the funding of the subject sidewalk improvements.

1750 LF @ $5.10/LF x 0.375 = $8,925.00 x 125% = $11,156.25  ***

Should you have any questions regarding the above subject, please call.

Sincerely,

[Signature]

Aaron J. Bowles, P.E.

cc: Mr. Carl Brobst

*** see revised page 2 of 2 attached

Page 2 of 2
October 3, 2006

Mr. Bill Eubank  
Indian River County Engineering  
1840 25th Street  
Vero Beach, FL 32960  

Subject: 18th Avenue SW Subdivision – Sidewalk escrow  
Indian River County, Florida  
Engineer’s Project Number: 02-554A

Dear Mr. Eubank:

Please find below the required cost estimate for the sidewalk escrow. As per your requirement, these funds are being provided to escrow the funding of the subject sidewalk improvements.

\[1750 \text{ LF} @ 5.10/\text{LF} = 8,925.00 \times 125\% = 11,156.25\]

Should you have any questions regarding the above subject, please call.

Sincerely,

[Signature]

[Name]
P.E.

To: Mr. Carl Brown

EXHIBIT "A"  

The Boulevard Professional Center  
1600 W. Eau Gallie Blvd., Suite 209  
Melbourne, Florida 32935  
Phone (321) 253-1310  
Fax (321) 253-0911  
E-mail: mbveng@mbveng.com
CASH DEPOSIT AND ESCROW AGREEMENT

THIS AGREEMENT is entered into this 21st day of September, 2006, by and between Michael Staszewski (Developer), and INDIAN RIVER COUNTY, a political subdivision of the State of Florida (COUNTY):

WITNESSETH:

WHEREAS, Developer is effecting development of land within Indian River County and is required to provide surety supporting a contract with the County for the construction of certain required sidewalk improvements related thereto:

NOW, THEREFORE, in consideration of the agreements, promises, and covenants set forth herein, and other good and valuable considerations, the parties hereto agree as follows:

1. The Developer has tendered to the County Office of Management and Budget (Escrow Agent) the sum of Eleven Thousand One Hundred Fifty-Six and 25/100 Dollars ($11,156.25), the receipt whereof is hereby acknowledged, which sum shall be held in escrow by said Office, subject to the terms, conditions and covenants of this escrow agreement as assurance that Developer shall perform in all respects the obligations set forth in the aforementioned Contract for Construction of Required Sidewalk Improvements, which agreement is attached hereto and incorporated herein by reference (Contract).

2. Upon completion, the Developer may obtain a disbursement from the escrow account by making a written request to the Board of County Commissioners of Indian River County through the County's Public Works Director. The request shall specify the amount of disbursement desired and shall be accompanied by a sealed certificate from Developer's engineer describing the work completed, the actual cost thereof, and that the work for which disbursement is requested has been completed in accordance with County policies for sidewalk construction as those policies relate to location, method, and type of construction.
3. Within seven (7) working days after receipt of a disbursement request, the Public Works Director shall cause an inspector of the work for which payment is sought. If the Public Works Director is satisfied in all respects with the work, the accompanying cost estimates and certifications, the Public Works Director shall deliver a written notice to disburse to the County Office of Management and Budget. Upon receipt of the notice to disburse, the Office of Management and Budget shall make the disbursement described therein directly to Developer.

4. Upon default by Developer under the Contract, the County may elect to pursue any of the remedies made available therein. All funds remaining in the escrow account at the time default is declared by the County shall be available for use by the County in accordance with the Contract. Said funds shall be disbursed to the County upon receipt by the Office of Management and Budget of a certified copy of a resolution of the Board of County Commissioners stating that Developer has defaulted under the Contract and that said funds are necessary to complete the required improvements. All funds disbursed to County in excess of the final amount determined necessary by the County to complete the required improvements shall be returned to Developer, its legal representatives, successors or assigns.

5. Any interest earned during the term of escrow, less administrative expenses, shall be disbursed to Developer at close of escrow.

6. The funds deposited hereunder exist solely for the protection, use and benefit of the County and shall not be construed or intended in any way, expressly or impliedly, to benefit or secure payment to any contractor, subcontractor, laborer, materialman, architect, engineer, attorney or other party providing labor, material, supplies, or services for construction of the required improvements, while such funds remain subject to this escrow agreement, unless and until the County shall agree otherwise in writing. The County shall not be liable to any of the aforementioned parties for claims against the Developer or contractor relating to the required improvements.

7. This Agreement, together with the attached Contract, is the full and complete understanding of the parties and shall not be construed or amplified by reference to any prior agreement, discussion, or understanding, except as specifically mentioned herein. This Agreement shall not be assigned without the express written approval of the County. Any amendment, deletion, modification, extension, or revision hereto or hereto shall be in writing, and executed by authorized representatives of each party.
IN WITNESS WHEREOF, the parties hereto have set their hands and seals. The date of this agreement shall be the date of approval by the Board of County Commissioners, as first stated above.

Witnesses:

[Signature]
Printed name: [Name]

By: [Signature]
Printed name: [Name]

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, FLORIDA

By: [Signature]
Joseph A. Baird
County Administrator

Authority: Resolution No. 2005-12:

OFFICE OF MANAGEMENT AND BUDGET

By: [Signature]
Jason E. Brown, OMB Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
William K. DeBraith
Assistant County Attorney
Cashier's Check

Pay: $11,556.25
To: CARL BLOOD CONSTRUCTION
On: NOVEMBER 25, 2008

Bank of America, N.A.
San Antonio, Texas

THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK.
TO: Joseph A. Baird
County Administrator

DEPARTMENT HEAD CONCURRENCE:

Robert M. Keating, AICP
Community Development Director

THROUGH: Roland M. DeBlois, AICP
Chief, Environmental Planning
& Code Enforcement

FROM: Kelly Zedek
Code Enforcement Officer

DATE: 10/15/2006

RE: Windsor Properties, Inc.'s Request for Release of Easements on Lots 2, 3, 4, & 5, Block 21, of Windsor PD Phase III

It is requested that the data heretofore presented be given formal consideration by the Board of County Commissioners at its regular meeting of October 24, 2006.

DESCRIPTION AND CONDITIONS

The County has been petitioned by Windsor Properties, Inc., on behalf of the owners of Lots 2, 3, 4, and 5 of Block 21, Windsor PD Phase III, for release of two 8' x 11' common utility easements along the north (front) property lines of said lots. The purpose of the easement release request is to remove easement restrictions on areas of the lots where electrical transformer equipment was once planned, but said equipment was located elsewhere (see attached maps).

ALTERNATIVES AND ANALYSIS

The request has been reviewed by Bell South Communications; Florida Power & Light Corporation; Comcast Cable Services; the Indian River County Utilities Department; the County Road & Bridge and Engineering Divisions; and the County surveyor. None of the utility providers or reviewing agencies expressed an objection to the requested release of easement. Therefore, it is staff's position that the requested easement release would have no adverse impact to utilities being supplied to the subject properties or to other properties.

RECOMMENDATION

Staff recommends that the Board, through adoption of the attached resolution, release the utility easements, as more particularly described in said resolution.
ATTACHMENTS

1. Proposed County Resolution Abandoning Easement
2. Map(s) depicting easement proposed for release

APPROVED:

FOR: October 24, 2006
BY: Joseph A. Brand

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RESOLUTION NO. 2006 -

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA, RELEASING COMMON EASEMENTS ON LOTS 2, 3, 4 & 5, BLOCK 21, WINDSOR PD PHASE III

WHEREAS, Indian River County has an interest in utility easements on Lots 2, 3, 4 & 5, Block 21, of Windsor PD Phase III.

WHEREAS, the retention of the easements, as described below, serve no public purpose;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Indian River County, Florida that:

Indian River County does hereby release and abandon all right, title, and interest that it may have in the following described easements:

an 8' x 11' utility easement at the north end of the common side lot line of Lots 2 & 3, and also an 8' x 11' utility easement at the north end of the common side lot line of Lots 4 & 5, said lots being of Block 21, Windsor Phase III PD, according to the plats now recorded in Plat Book 13, Pages 96 & 96A, of the Public Records of Indian River County, Florida.

This release of easements is executed by Indian River County, a political subdivision of the State of Florida, whose mailing address is 1840 25th Street, Vero Beach, Florida 32960.

THIS RESOLUTION was moved for adoption by Commissioner _____________, seconded by Commissioner _____________, and adopted on the ______ day of ______ 2006, by the following vote:

Chairman Arthur R. Neuberger
Vice Chairman Gary C. Wheeler
Commissioner Sandra L. Bowden
Commissioner Wesley S. Davis
Commissioner Thomas S. Lowther

The Chairman declared the resolution duly passed and adopted this ______ day of ______ 2006.

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, FLORIDA

By ________________
Arthur R. Neuberger, Chairman

Attested By: ________________
Deputy Clerk
RESOLUTION NO. 2006-____

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ___ day of ______, 2006, by ARTHUR R. NEUBERGER, as Chairman of the Board of County Commissioners of Indian River County, Florida, and by Deputy Clerk for JEFFREY K. BARTON, Clerk of the Board of County Commissioners of Indian River County, Florida, who are personally known to me.

NOTARY PUBLIC

Printed Name:
Commission No.:
Commission Expiration:

APPROVED AS TO LEGAL FORM.

William G. Collins II
County Attorney

Applicant: Windsor Properties, Inc., 3125 Windsor Boulevard, Vero Beach, FL 32963
Lot 2 owner: Lewis M Eisnerberg, 82 West River Road, Rumson, NJ 07760
Lot 3 owner: Mary A Sullivan, 3245 Hammock Way, Vero Beach, FL 32963
Lot 4 owner: Edwin R. Mullett & Frances L. Mullett, 3085 Hammock Way, Vero Beach, FL 32963
Lot 5 owner: Peter J. Zecher & Janet Zecher, 3 Saddle Brook Drive, Ho Ho Kus, NJ 07423
TO: Joseph A. Baird  
County Administrator

DEPARTMENT HEAD CONCURRENCE:

[Signature]

Robert M. Keating, AICP
Community Development Director

THROUGH: Roland M. DeBluis, AICP
Chief, Environmental Planning 
& Code Enforcement

FROM: Kelly Zedek
Code Enforcement Officer

DATE: 10/15/2006

RE: John Rexford's Request for Partial Release of Easements at 630 East Pointe Court SW (Lots 33 & 34, Preservation Pointes PD Phase II - Timber Ridge)

It is requested that the data herein presented be given formal consideration by the Board of County Commissioners at its regular meeting of October 24, 2006.

DESCRIPTION AND CONDITIONS

The County has been petitioned by John Rexford of Rexford, Inc., owner of Lots 33 and 34 of Preservation Pointes PD Phase II in Timber Ridge, for partial release of two five-foot wide side yard drainage easements. The purpose of the easement release is to allow for roof overhangs on two proposed adjoining townhouses on the lots, whereby the overhangs would otherwise encroach two feet into the side yard drainage easements (see attached maps).

ALTERNATIVES AND ANALYSIS

The request has been reviewed by Bell South Communications; Florida Power & Light Corporation; Comcast Cable Services; the Indian River County Utilities Department; the County Road & Bridge and Engineering Divisions, and the County surveyor. None of the utility providers or reviewing agencies expressed an objection to the requested release of easement. Therefore, it is staff’s position that the requested easement release would have no adverse impact to utilities being supplied to the subject properties or to other properties.

RECOMMENDATION

Staff recommends that the Board, through adoption of the attached resolution, release the two foot portions of the five-foot side yard drainage easements, as more particularly described in said resolution.
ATTACHMENTS

1. Proposed County Resolution Abandoning Easement
2. Map(s) depicting easement proposed for release

APPROVED:

FOR: October 24, 2006
BY: Joseph A. Brandt

Date: 10/24/06
Project Number: 20040050225210
RESOLUTION NO. 2006 -

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA, RELEASING PORTIONS OF EASEMENTS ON LOTS 33 AND 34 OF PRESERVATION POINTS PHASE II (TIMBER RIDGE PRD)

WHEREAS, Indian River County has an interest in drainage easements on Lots 33 and 34 of Preservation Points Phase II of Timber Ridge Planned Residential Development (PRD); and

WHEREAS, the retention of portions of those easements, as described below, serves no public purpose;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Indian River County, Florida that:

Indian River County does hereby release and abandon all right, title, and interest that it may have in the following described easement portions:

the southerly two feet of the northerly five foot side yard drainage easement of Lot 33, and the northerly two feet of the southerly five foot side yard drainage easement of Lot 34, less and except any portion of the easterly ten foot rear yard conservation easement of said Lots, Preservation Points Phase II, according to the plat thereof recorded in Plat Book 14, Pages 41 & 41-A of the Public Records of Indian River County, Florida.

This partial release of easements is executed by Indian River County, a political subdivision of the State of Florida, whose mailing address is 1840 25th Street, Vero Beach, Florida 32960.

THIS RESOLUTION was moved for adoption by Commissioner _________, seconded by Commissioner _________, and adopted on the _____ day of _______ ___, 2006, by the following vote:

Chairman Arthur R. Neuberger
Vice Chairman Gary C. Wheeler
Commissioner Sandra L. Bowden
Commissioner Wesley S. Davis
Commissioner Thomas S. Lowther

The Chairman declared the resolution duly passed and adopted this _____ day of _______ ___, 2006.

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, FLORIDA

By _________ _________
Arthur R. Neuberger, Chairman

Attested By: _________
Deputy Clerk
RESOLUTION NO. 2006 -

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ______ day of ___, 2006, by ARTHUR R. NEUBERGER, as Chairman of the Board of County Commissioners of Indian River County, Florida, and by __________, Deputy Clerk for JEFFREY K. BARTON, Clerk of the Board of County Commissioners of Indian River County, Florida, who are personally known to me.

NOTARY PUBLIC

Printed Name: __________
Commission No.: __________
Commission Expiration: _______

APPROVED AS TO LEGAL FORM:

William G. Collins II
County Attorney

case bccdoc
proj/apl. no. 2004080622/55220

Applicant

REXFORD, INC.
JOHN REXFORD, REGISTERED AGENT
P.O. BOX 650099
VERO BEACH, FL 32965
Legend

- RED
- CM-CUT-EDIT
- IRON PIPE
- LISTED POINT
- CENTERLINE
- POINT OF CURVATURE
- PERMANENT COHORT POINT
- PLANTING UNITS
- IN
- WATER RISE BOX
- ELABORATING SPOT ELEVATION (ASSIGNED DATUM)

Notes:
1. All proposed items shown hereon are subject to approval by all applicable regulatory departments of Indian River County.
2. Layout of proposed items per current instruction.
3. Lots 33 and 34, Preservation Pointes Phase II, according to the plot thereof, as recorded in Plat Book 14, Pages 41 and 41-A, of the Public Records of Indian River County, Florida.
4. Survey site lies in Flood Zone "X" per Flood Insurance Rate Map no. 12061C0166 dated May 4, 1995.
5. All proposed items shown hereon are based on assumed datum of 100.00 (see site benchmark).

Legal Description
Lots 33 and 34, Preservation Pointes Phase II, as recorded in Plat Book 14, Pages 41 and 41-A, of the Public Records of Indian River County, Florida.

Certified To:
Rexford, Inc.
TO: Indian River County Board of County Commissioners
1840 25th Street
Vero Beach, Florida 32960
772-567-8000

John R. Ford, Ford Inc., hereby petition the Indian River County Board
of County Commissioners, to vacate a portion of所说的路，
located in Aportion of the road requested to be vacated:

A portion of 6304 E. Pointes, starting at
terminating at ____________________, laying adjacent to
(lot or parcels) Block ________ Lot ______ Section _______ Township ______ Range ________,
as recorded in Plat Book ________ Page __________ Public Records of Indian River
County, Florida.

The reason for this request is: Build two townhouse units over-hang, by easement, abandon easement, ease ment North South Side.

Type or Print Petitioner Name: John R. Ford
Address: 127 E. 25th St. Vero Beach, Fl 32962
Telephone: 772-321-8198

Property owners adjoining the portion of the road requested to be vacated: (if any)

Name: Howard
Address: 630 E. Pointes

Please submit to the Indian River County Community Development Department with required fee (payable to Indian River County Board of County Commissioners), with a copy of appropriate plat, tax or description map. Submit this form to:

INDIAN RIVER COUNTY
COMMUNITY DEVELOPMENT DIVISION
1840 25th Street
VERO BEACH, FLORIDA 32960

Office Use Only
Filing Date: ____________ Date Application Complete: ____________
Reviewing Planner: ____________ Project #: ____________
MEMORANDUM

TO: Joseph A Baird, County Administrator

DEPARTMENT HEAD CONCURRENCE:

[Signature]

[Name], AICP, Community Development Director

THROUGH: Stan Boling, AICP, Planning Director

FROM: Mark Zantis, Senior Planner, Current Development

DATE: October 13, 2006

SUBJECT: Lennar Communities of South Florida Inc's Request to Replat Portions of Verona Trace Subdivision and The Villas at Verona Trace [2003070038-56309 / SD-04-09-39].

It is requested that the data herein presented be given formal consideration by the Board of County Commissioners at its regular meeting of October 24, 2006.

DESCRIPTION & CONDITIONS:

The Replat of Verona Trace Subdivision and The Villas at Verona Trace is a replat of portions of a recorded plat consisting of 157 single-family lots and 290 townhome lots on 105.47 acres. The replat affects only the townhome portion of the subdivision. Located on the west side of 98th Avenue, south of 12th Street, the overall Verona Trace project is zoned RM-6 (Residential Multi-Family, up to 6 units / acre), and has an M-1 (Medium Density 1, up to 8 units / acre) land use designation. The overall density for Verona Trace and The Villas at Verona Trace is 4.23 units per acre.

On September 13, 2005, the Board of County Commissioners granted final plat approval for the Verona Trace Subdivision and The Villas at Verona Trace, and the plat was recorded in Plat Book 20, Page 69 of the public records of Indian River County. Subsequently, the applicant identified the need for a common rear yard drain system and corresponding drainage easements. Those easements affect several blocks of lots and need to be established via replat. The applicant has now submitted a replat to establish those needed easements.
The Board is now to consider granting final plat approval for the Replat of Verona Trace Subdivision and The Villas at Verona Trace.

ANALYSIS:

All of the required subdivision improvements serving the project have been completed, and a certificate of completion has been issued. Site plan improvements within the multi-family section of the project will be inspected on a building-by-building basis at the time of C.O. (Cert. Of Occupancy). All improvements within the Verona Trace Subdivision and The Villas at Verona Trace will be private, with the exception of certain utilities facilities. Those utility facilities will be dedicated to and guaranteed to Indian River County as required by the Utility Services Department.

The replat establishes drainage easements for a rear yard drainage system that is already in place. No other changes are proposed. All county requirements applicable to the replat have been satisfied.

RECOMMENDATION:

Based on the above analysis, staff recommends that the Board of County Commissioners grant approval for the Replat of Verona Trace Subdivision and The Villas at Verona Trace.

ATTACHMENTS:

1. Application
2. Location Map
3. Plat Layout
FINAL PLAT APPLICATION (PLTF)

PROJECT NAME PRINT: VERONA TRACE SUBDIVISION & THE VILLAS AT VERONA TRACE

NOTE: THIS IS THE NAME THAT WILL BE USED FOR ALL REFERENCE TO THIS PROJECT (SUCH AS "WOODY BIG TREE SUBDIVISION").

COMPUTER ASSIGNED PROJECT NUMBER: 2003070038

ASSIGNED FILE NUMBER:

CORRESPONDING PRELIMINARY PLAT PROJECT NAME AND IRC ASSIGNED FILE NUMBER: SD-04-09-29

OWNER: (PRINT)

LENNAR HOMES, INC.
NAME
8136 Okeechobee Blvd.
ADDRESS
West Palm Beach, Florida
CITY STATE
33411 (561)333-4700 ext. 69
ZIP PHONE
( )
FAX NUMBER

AGENT: (PRINT)

Neel-Schaffer, Inc.
NAME
1705 19th Place, Suite 635
ADDRESS
Vero Beach, Florida
CITY STATE
32960 (772) 770-4701
ZIP PHONE
(772) 770-4640
FAX NUMBER

PROJECT ENGINEER: (PRINT)

NEEL-SCHAFER INC.
NAME
1705 19th Place, Suite 635
ADDRESS
VERO BEACH, FLORIDA
CITY STATE
32960 (772) 770-4701
ZIP PHONE
(772) 770-4640
FAX NUMBER

PROJECT SURVEYOR: (PRINT)

MAPTECH, INC.
NAME
1550 CREIGHTON RD., SUITE B
ADDRESS
PENSACOLA, FLORIDA
CITY STATE
32504 (850) 549-4043
ZIP PHONE
(850) 549-4043
FAX NUMBER

CONTACT PERSON

NAME
STEVEN W. BUEHNING, P.E.
ADDRESS
CITY STATE
ZIP PHONE
FAX NUMBER
EMAIL ADDRESS

CONTACT PERSON

NAME
ANTHONY L. BRYANT, P.L.S.
ADDRESS
CITY STATE
ZIP PHONE
FAX NUMBER
EMAIL ADDRESS

CONTACT PERSON
REPLAT OF PORTIONS OF VERONA TRACE SUBDIVISION &
THE VILLAS AT VERONA TRACE
THE REPLAT OF LOTS 158-447 OF VERONA TRACE SUBDIVISION AND THE VILLAS AT VERONA TRACE, SECTION 6, TOWNSHIP 33 SOUTH, RANGE 38 EAST, RECORDED IN PUBLIC RECORDS, INDIAN RIVER COUNTY, FLORIDA, BOOK 20, PAGES 69 TO 79. ALL LANDS LYING WITHIN INDIAN RIVER COUNTY, FLORIDA.

LIMITS OF PLAT:
1.00'00"E 2492.70' (OVERALL)
500'09'05"E 1182.69' (OVERALL)
2532.70' (OVERALL)

NOTE:
REPLAT IS FOR THE PURPOSE OF MEASURING AND DOCUMENTING EASEMENTS WHERE THE INDICATED LIMITS OF PLAT.

SYMBOLS AND ABBREVIATIONS:
- DC - DETAILED COORDINATE
- P - POINT
- R - RAWI.
- S.F. - SQUARE FEET
- P.R.M. - POINT REFERENCE MARKING

MAPTECH, INC.  2532 70" (OVERALL)
PLAT BOOK ____ PAGE _______
DOCKET NO.

48
REPLAT OF PORTIONS OF VERONA TRACE SUBDIVISION & THE VILLAS AT VERONA TRACE

THE REPLAT OF LOTS 158-447 OF VERONA TRACE SUBDIVISION AND THE VILLAS AT VERONA TRACE SECTION 9, TOWNSHIP 33 SOUTH, RANGE 38 EAST, RECORDED IN PUBLIC RECORDS, INDIAN RIVER COUNTY, FLORIDA, BOOK 20, PAGES 69 TO 79. ALL LANDS LYING WITHIN INDIAN RIVER COUNTY, FLORIDA

NOTE:
1. REPLAT IS A PLAN OF DEVELOPMENT, RELOCATING SIGHT LINES TO PREVENT INTERSECTIONS WITH THE INDICATED SYMBOLS AND ABBREVIATIONS.
2. SYMBOLS AND ABBREVIATIONS:
   - (R) - Indicates line to be extended.
   - (L) - Indicates line to be extended.
   - (C) - Indicates corner point.
   - (O) - Indicates owner's point.
   - (P) - Indicates permanent reference point.
   - (M) - Indicates monument point.

MATCHLINE SEE SHEET 5 OF 8
REPLAT OF PORTIONS OF VERONA TRACE SUBDIVISION & THE VILLAS AT VERONA TRACE

THE REPLAT OF LOTS 158-447 OF VERONA TRACE SUBDIVISION AND THE VILLAS AT VERONA TRACE, SECTION 9, TOWNSHIP 33 SOUTH, RANGE 38 EAST, RECORDED IN PUBLIC RECORDS, INDIAN RIVER COUNTY, FLORIDA, BOOK 20, PAGES 69 TO 79.

ALL LANDS LYING WITHIN INDIAN RIVER COUNTY, FIFTY-FIVE ACRES.

THE REPLAT OF PORTIONS OF VERONA TRACE SUBDIVISION & THE VILLAS AT VERONA TRACE, SECTION 9, TOWNSHIP 33 SOUTH, RANGE 38 EAST, RECORDED IN PUBLIC RECORDS, INDIAN RIVER COUNTY, FLORIDA, BOOK 20, PAGES 69 TO 79.

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ALL LANDS LYING WITHIN INDIAN RIVER COUNTY, FLORIDA.

MATCHLINE SEE SHEET 6 OF 8

SYMBOLS AND ABBREVIATIONS

- INDICATE PREVIOUS RECORD
- INDICATE EXISTING RECORD
- INDICATE PROPOSED MONUMENT
- RE - UNMARKED MONUMENT
- D/U - DMU OR OTHER MARK
- 25.00 - SQUARE FOOT
- P.R.W. - REFERENCE MONUMENT
- C57 - CONCRETE MONUMENT
- M - MARK
- SYMBOLS AND ABBREVIATIONS

NOTE: REPLAT OF PORTIONS OF VERONA TRACE SUBDIVISION AND THE VILLAS AT VERONA TRACE, SECTION 9, TOWNSHIP 33 SOUTH, RANGE 38 EAST, RECORDED IN PUBLIC RECORDS, INDIAN RIVER COUNTY, FLORIDA, BOOK 20, PAGES 69 TO 79.

MATCHLINE SEE SHEET 6 OF 8

SYMBOLS AND ABBREVIATIONS

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MATCHLINE SEE SHEET 6 OF 8

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MATCHLINE SEE SHEET 6 OF 8

SYMBOLS AND ABBREVIATIONS

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MATCHLINE SEE SHEET 6 OF 8

SYMBOLS AND ABBREVIATIONS

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- INDICATE EXISTING RECORD
- INDICATE PROPOSED MONUMENT
- RE - UNMARKED MONUMENT
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- C57 - CONCRETE MONUMENT
- M - MARK
- SYMBOLS AND ABBREVIATIONS

NOTE: REPLAT OF PORTIONS OF VERONA TRACE SUBDIVISION AND THE VILLAS AT VERONA TRACE, SECTION 9, TOWNSHIP 33 SOUTH, RANGE 38 EAST, RECORDED IN PUBLIC RECORDS, INDIAN RIVER COUNTY, FLORIDA, BOOK 20, PAGES 69 TO 79.
TO: Joseph A. Barco, County Administrator

FROM: Sasan Rohani, AICP
Chief, Long-Range Planning

DATE: October 13, 2006

SUBJECT: CONSIDERATION OF REVISED INDIAN RIVER COUNTY LOCAL HOUSING ASSISTANCE PLAN FOR FISCAL YEARS 2006-07 THROUGH 2008-09

It is requested that the data herein presented be given formal consideration by the Board of County Commissioners at its regular meeting of October 24, 2006.

DESCRIPTION AND CONDITIONS

• Background

Pursuant to the requirements of Section 439.907, F.S., and Rule 67-37.005, Florida Administrative Code (FAC), the Board of County Commissioners approved the County's first Local Housing Assistance Plan (Ordinance #93-13) on April 6, 1993. Subsequently, the Florida Housing Finance Corporation approved the county's plan and authorized the disbursement of State Housing Initiatives Partnership Program (SHIP) funds.


On April 4, 2006, the Board of County Commissioners adopted resolution #2006-046, which approved the county’s current 3 year plan for FY 2006-07, FY 2007-08, and FY 2008-09. The Florida Housing Finance Corporation then approved the county’s plan on June 30, 2006, and
authorized the disbursement of SHIP funds until June, 2009.

Since its initial adoption in 1993, the county's Local Housing Assistance Plan has been successful in providing assistance to eligible households within the county. The following table identifies the SHIP allocations and the number of loans given to eligible applicants by fiscal year and by income category.

**SHIP PROGRAM REPORT**

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<th>AND % OF LOANS APPROVED BY INCOME CATEGORY</th>
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**Rev: 10/10/06**

VLI: Very Low Income

LI: Low Income

MI: Moderate Income
Even though the county just updated its local housing assistance plan in June 2006, the plan needs to be revised at this time. There are three reasons why the plan now needs to be changed again. First, the plan must be amended to reflect a new maximum purchase price recently established by the state. Second, the plan must be changed to make the county eligible for funding from the new My Safe Florida Program. Finally, the plan needs to be amended to address a mandate of the 2006 Florida Legislature that SHIP programs incorporate in their plans a definition of essential services personnel.

ANALYSIS

According to state regulations, the purchase price of SHIP assisted units cannot exceed 90% of the area purchase price. To establish that price amount, the Florida Housing Finance Corporation (FHFC) periodically publishes housing cost information for jurisdictions, including each jurisdiction's 90% of the average area purchase price. Recently, FHFC established a new maximum purchase price applicable to Indian River County. That new maximum purchase price (90% of the area purchase price) is $253,125.00. To incorporate FHFC's new maximum purchase price in its SHIP program, the county must revise its local housing assistance plan to include the new purchase price. In so doing, the county must adopt a new local housing assistance plan adoption resolution.

Besides modifying the SHIP program's maximum purchase price, the revised plan must establish a mechanism whereby SHIP funds can be used in conjunction with the new My Safe Florida Home program. The My Safe Florida Home program is a new, one-time program to assist very low, low, and moderate-income households to strengthen their homes against future hurricanes. To allow the county to qualify for My Safe Florida funds, the revised plan includes an updated list of allowed rehabilitation work activities.

Finally, the plan must be modified to add a definition of essential services personnel. This is a requirement of HB 1363 passed by the 2006 Florida Legislature. Along with the essential service personnel definition mandate, the legislature established the new Community Workforce Housing Innovation Pilot (CWHIP) program. To allow the county to access CWHIP funds, the plan has been modified to reference that CWHIP funds may be used to match SHIP funds for various strategies.

Finally, the LHAP Incentives Strategies section of the plan has been modified to reflect the revisions recently made to the county's small lot subdivision requirements.

As drafted, the revised plan meets all state and local requirements. Once adopted and approved by the state, the Local Housing Assistance Plan will provide the basic framework and operating procedures, including program strategy qualification requirements and other provisions, for the SHIP program for FY 2006-2007, FY 2007-2008, and FY 2008-2009.

ALTERNATIVES

With respect to the revised Local Housing Assistance Plan, the Board of County Commissioners has three alternatives: These are:

- Adopt revision to the plan as indicated
- Adopt revision to the plan with changes
- Reject revisions to the plan
Staff supports either of the first two alternatives.

RECOMMENDATION

Staff recommends that the Board of County Commissioners adopt the attached resolution approving the revised Indian River County Local Housing Assistance Plan and direct staff to submit two copies of the revised plan to the Florida Housing Finance Corporation for its review and approval.

ATTACHMENTS

2. Resolution approving the revised plan

APPROVED AGENDA ITEM:

For October 31, 2006
By

\[\text{Signature}\]

<table>
<thead>
<tr>
<th>Indian River Co.</th>
<th>Approved</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin</td>
<td></td>
<td>10/18/06</td>
</tr>
<tr>
<td>Legal</td>
<td></td>
<td>10/18/06</td>
</tr>
<tr>
<td>Budget</td>
<td></td>
<td>10/18/06</td>
</tr>
<tr>
<td>Dept</td>
<td></td>
<td>10/18/06</td>
</tr>
<tr>
<td>Risk Mgr.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

F:\Community Development\Users\SHIP\NEW FY DOC\FY 2006-2007\AFFHAV 2006 2.doc
RESOLUTION NO 2006-


WHEREAS, Chapter 420, Florida Statutes, describes the State Housing Initiative Partnership Program (SHIP), and states that the principal objective of that program is to increase the amount of affordable housing within the State of Florida; and

WHEREAS, on April 6, 1993, the Indian River County Board of County Commissioners approved ordinance number 93-13, establishing the county’s first Local Housing Assistance Program; and

WHEREAS, the current Local Housing Assistance plan expires on June 30, 2009; and

WHEREAS, the current Local Housing Assistance Plan adequately addresses the county’s affordable housing needs; and

WHEREAS, the Florida Housing Finance Corporation recently published new maximum purchase price amounts for Indian River County; and

WHEREAS, Indian River County recognizes that, to use the new maximum purchase price amounts in its SHIP program, the county must amend its local housing assistance plan to incorporate those revised maximum purchase price amounts; and

WHEREAS, on October 24, 2006, the Board of County Commissioners considered a revised Indian River County Local Housing Assistance Plan for FY 2006-07, FY 2007-08, and FY 2008-09.

ATTACHMENT 2
NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners
of Indian River County, Florida that:

Section 1.
The above recitals are ratified in their entirety.

Section 2.
The attached Indian River County Local Housing Assistance Plan
by the Board of County Commissioners. The County’s Local
Housing Assistance plan is a countywide plan and covers the
unincorporated county as well as all municipalities within the
county.

Section 3.
The Board of County Commissioners directs staff to submit two
copies of the Indian River County Local Housing Assistance
Plan to the Florida Housing Finance Corporation by certified
mail. A minimum of one of the two copies shall bear the
original signature of the Board of County Commissioners
Chairman.

Section 4.
The county has determined that 5% of SHIP funds is
insufficient to administer the program. The county shall
continue utilizing ten percent (10%) of the state SHIP
allocation for administration of the SHIP Program.
Section 5.

The county’s maximum assistance from SHIP funds shall be seventy thousand dollars ($70,000.00) per unit; average assistance will be thirty five thousand dollars ($35,000.00) per unit.

The following table indicates the average and maximum SHIP funds allowable per unit for each strategy.

<table>
<thead>
<tr>
<th>STRATEGY</th>
<th>AVERAGE LOAN AMOUNT ($)</th>
<th>MAXIMUM LOAN AMOUNT ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Impact Fee Grant</td>
<td>13,000.00</td>
<td>20,000.00</td>
</tr>
<tr>
<td>Impact Fee Loan</td>
<td>13,000.00</td>
<td>20,000.00</td>
</tr>
<tr>
<td>Downpayment/Closing Cost Loan</td>
<td>35,000.00</td>
<td>50,000.00</td>
</tr>
<tr>
<td>Rehabilitation Loan</td>
<td>40,000.00</td>
<td>50,000.00</td>
</tr>
<tr>
<td>Rehabilitation Grant</td>
<td>40,000.00</td>
<td>50,000.00</td>
</tr>
<tr>
<td>Land Acquisition Loan</td>
<td>40,000.00</td>
<td>50,000.00</td>
</tr>
<tr>
<td>Emergency/Disaster Repair Grant</td>
<td>12,000.00</td>
<td>15,000.00</td>
</tr>
</tbody>
</table>

Section 6.

Consistent with Revenue Proclamation 2006-17 dated March 2006, the maximum purchase price for Indian River County is hereby established as $253,125.00 for new or existing homes and condominiums.

The foregoing resolution was offered by Commissioner ________, and seconded by Commissioner __________, and being put to a vote, the vote was as follows:
RESOLUTION NO 2006-

Chairman, Arthur R. Neuberger
Vice Chairman, Gary C. Wheeler
Commissioner, Wesley S. Davis
Commissioner, Thomas S. Lowther
Commissioner, Sandra L. Bowden

The Chairman thereupon declared the resolution duly passed and adopted this 24th day of October 2006.

Board of County Commissioners
of Indian River County

By: ___________ ___________
Arthur R. Neuberger, Chairman

Attest by: ___________ ___________
Jeffrey K. Barton, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: __________________________
William G. Collins, II
County Attorney
INDIAN RIVER COUNTY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION

DATE: October 4, 2006

TO: BOARD OF COUNTY COMMISSIONERS

THROUGH: Joseph A. Baird, County Administrator
          Thomas Frame, General Services Director
          Erik Olson, Utilities Department Director

FROM: Jerry Davis, Purchasing Manager

PREPARED BY: Karyn Jackson, Staff Assistant, Purchasing Division

SUBJECT: Approval of Bid Award and Sample Agreement for IRC Bid # 2006104
          Winter Beach Park Water Assessment Project
          Utilities Department

BACKGROUND:

The Utilities Department has requested bids for the construction of approximately 1,800 linear feet of 6-inch PVC water main, 2 Fire Hydrant assemblies, and twenty (20) water services on 52nd Avenue and 67th Street in Indian River County, FL.

The bid results are as follows:

Bid Opening Date: September 27, 2006 at 2:00 pm
Advertising Date: August 30, 2006
DemandStar Broadcast to: Three Hundred Thirty Eight vendors
Specification's requested by: Eight vendors
Replies: Three vendors

BID TABULATION:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Underground Utilities, Inc., Vero Beach, FL</td>
<td>$71,700.00</td>
</tr>
<tr>
<td>2. Timothy Rose Contracting, Inc., Vero Beach, FL</td>
<td>$99,772.00</td>
</tr>
<tr>
<td>3. Siteworks, Inc., Vero Beach, FL</td>
<td>$165,232.24</td>
</tr>
</tbody>
</table>
ESTIMATED BUDGET: $72,000.00
TOTAL AMOUNT OF BID: $71,700.00
SOURCE OF FUNDS: 473-169000 06525 Utility Assessment – Winter Beach Park Water Assessment

RECOMMENDATION:

Staff recommends that the bid be awarded to Underground Utilities, Inc. as the lowest most responsive and responsible bidder meeting the specifications as set forth in the Invitation to Bid.

In addition, staff requests the Board of County Commissioners approval of the attached sample agreement and authorization for the Chairman to execute said agreement when required performance and payment bonds have been submitted along with appropriate certificate of insurance and the County Attorney has approved the agreement as to form and legal sufficiency.

NOTE: Underground Utilities Inc. is a Florida Corporation and is an American company (Also an Indian River County firm).

ATTACHMENTS:
Recommendation Memo from Utilities Department
Bid Tabulation
Bid Form
Florida Division of Corporations printout
Sample Agreement

APPROVED AGENDA ITEM:

BY: Joseph A. Baird, County Administrator
FOR: December 1st, 2006

63
Memo

To: Jerry Davis, Manager, Purchasing Division

From: Gordon E. Sparks, P.E., Environmental Engineer

Thru: Mike Hotchkiss, P.E., Capital Projects Manager

CC: W. Eric Olson, Utilities Director

Date: October 3, 2006

Re: Bid Award Recommendation for Bid No. 2006104
   Winter Beach Park Water Assessment Project
   WIP No. 473-169000-06525, UCP #2633

On Wednesday, September 27, 2006 four (4) Bids were received and opened at 2:00 PM for the above referenced project, as follows:

1. Underground Utilities, Inc.  $71,700.00
2. Siteworks Inc.  $165,232.24
3. Timothy Rose Contracting, Inc.  $99,772.00

I have attached the Bid Sheet prepared during the bid opening. I have also prepared Bid Tabulation of the three (3) bids and that is also attached. The Engineer's Cost Estimate for construction was $72,000.00; therefore, the low bid was $300.00 less than budgeted under the Assessment Project. Therefore, I recommend that the bid be awarded to the lowest responsive, responsible bidder, Underground Utilities, Inc. of Vero Beach, Florida for $71,700.00. A sample contract (two copies) has been prepared and is attached to this memo for pre-approval (in form) by the BCC in awarding the project.
**Bid # 2006104**

**Bid Title:** Winter Beach Park Subdivision  
**Bid Opening Date:** 9/27/06  
**Time:** 2:00 pm

**BID TABULATION SHEET**

<table>
<thead>
<tr>
<th>Bidders Name</th>
<th>Bid Bond</th>
<th>Addenda #</th>
<th>Bid Form</th>
<th>Unit Prices</th>
<th>Discourse</th>
<th>Trench Safety</th>
<th>Subtotal Water Facilities</th>
<th>Mobilization</th>
<th>Total Construction Cost</th>
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</thead>
<tbody>
<tr>
<td>Underground Utilities, Inc.</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td></td>
<td>$ 68,700.00</td>
<td>$ 3,000.00</td>
<td>$ 71,700.00</td>
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<tr>
<td>Vero Beach, FL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Siteworks, Inc.</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td></td>
<td>$ 162,369.74</td>
<td>$ 2,862.50</td>
<td>$ 165,232.24</td>
</tr>
<tr>
<td>Vero Beach, FL</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Timothy Rose Contracting, Inc.</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td></td>
<td>$ 96,772.00</td>
<td>$ 3,000.00</td>
<td>$ 99,772.00</td>
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<tr>
<td>Vero Beach, FL</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Comments:**

 indian River County Purchasing Division  
2525 St. Lucie Ave. Vero Beach, FL 32960  
(772) 567-8100 ext. 1416

Witness: Joe Kreyling  
Witness: K. Jackson
## Indian River County Department of Utilities

**BID FORM 00310-4**

**Project:** WINTER BEACH PARK SUBDIVISION WATER ASSESSMENT PROJECT

**BID No. 20061104**

**UCP No. 2633, WIP No. 473-16900-06525**

**August 9, 2006**

<table>
<thead>
<tr>
<th>Bid Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Furnish &amp; Install 6&quot; PVC Water Main</td>
<td>1,800</td>
<td>LF</td>
<td>$15.00</td>
<td>$27,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Furnish &amp; Install 6&quot; Driveway Bore</td>
<td>180</td>
<td>LF</td>
<td>$25.00</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>3</td>
<td>Furnish &amp; Install Fire Hydrant, Gate Valve &amp; Box</td>
<td>2</td>
<td>EA</td>
<td>$3,000.00</td>
<td>$6,000.00</td>
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<tr>
<td>4</td>
<td>Furnish &amp; Install 6&quot; CIV &amp; R</td>
<td>4</td>
<td>EA</td>
<td>$950.00</td>
<td>$3,800.00</td>
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<tr>
<td>5</td>
<td>Furnish &amp; Install 1&quot; PE Single Short Water Service</td>
<td>6</td>
<td>EA</td>
<td>$700.00</td>
<td>$4,200.00</td>
</tr>
<tr>
<td>6</td>
<td>Furnish &amp; Install 1&quot; PE Single Long Water Service (including 2&quot; sleeve)</td>
<td>7</td>
<td>EA</td>
<td>$1,000.00</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Furnish &amp; Install 1-1/2&quot; PE Dbl. Long Water Service (including 2&quot; sleeve)</td>
<td>3</td>
<td>EA</td>
<td>$1,000.00</td>
<td>$3,000.00</td>
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<tr>
<td>8</td>
<td>Furnish &amp; Install 1-1/2&quot; PE Dbl. Short Water Service</td>
<td>1</td>
<td>EA</td>
<td>$800.00</td>
<td>$800.00</td>
</tr>
<tr>
<td>9</td>
<td>Furnish &amp; Install 2&quot; Blow-OFF Valve</td>
<td>1</td>
<td>EA</td>
<td>$700.00</td>
<td>$700.00</td>
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<tr>
<td>10</td>
<td>Lawn Restoration (Topsoil &amp; Sod, in kind)</td>
<td>1,800</td>
<td>LF</td>
<td>$4.00</td>
<td>$7,200.00</td>
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<tr>
<td>11</td>
<td>Project Record Documents (As-Built Survey)</td>
<td>1</td>
<td>LS</td>
<td>$4,500.00</td>
<td>$4,500.00</td>
</tr>
<tr>
<td><strong>12</strong></td>
<td>Subtotal Water Facilities</td>
<td></td>
<td></td>
<td></td>
<td><strong>$68,700.00</strong></td>
</tr>
<tr>
<td><strong>13</strong></td>
<td>Mobilization (See Section 01025 for maximum amount allowed)</td>
<td>1</td>
<td>LS</td>
<td>$3,000.00</td>
<td><strong>$3,000.00</strong></td>
</tr>
</tbody>
</table>

**TOTAL CONSTRUCTION COST (Items 12 + 13) = $71,700.00**

The unit price bid for furnishing and installation/construction of water main shall include, but is not limited to, utilities exploration, coordination with any permitting agencies, trenching, removing, disposing of and replacing unsuitable (i.e., plastic or organic) material, dewatering, installation of pipe and all appurtenances, trace wires, sleeves, fittings, restrainers, filling trench, soil compaction, disinfection, flushing, sampling, testing (includes providing temporary jumper or another approved method for filling water mains), irrigation repair, removal, disposal and replacement of surface over trench to pre-construction condition, restoration of any pavement or sidewalk damaged or destroyed, traffic maintenance/control, demolition, Trench Safety Act Compliance, Payment Bond and Performance Bond, and construction staking. PVC pipe shall be C-900. All materials and installation shall be per Indian River County Utility Standards and Specifications unless otherwise noted in the bid document. Contractor will be provided with a copy of construction plans in AutoCADD format, which includes location reference to state plane coordinates to use in preparing Record Drawings.
The undersigned hereby certifies that they have read and understand the contents of this solicitation and agrees to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Respectfully Submitted,

[Signature]

Name of Firm

Authorized Signature

Title

[Company Address]

City, State, Zip Code

Phone

E-mail:

Occupational License:

Fein Number:
SECTION 00530 - EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT dated the ________ day of ________ in the year 2006 by and between Indian River County, a political subdivision of the State of Florida (hereinafter called OWNER) and Underground Utilities, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

Construction of approximately 1800 LF of 6” PVC water main, 2 Fire Hydrant Assemblies and 20 water services on 52nd Avenue and 67th Street in Indian River County, FL. Construction consists of, but is not limited to, utilities exploration, coordination with any permitting agencies, trenching, dewatering, installation of pipe with fittings and all appurtenances, restrainers, soil compaction, disinfection, testing (includes providing temporary jumper or another approved method for disinfection and flushing), irrigation repair, private property replacement or repair, franchise utility repair and traffic control. PVC pipe shall be C-900 per Indian River County Utility Standards and Specifications.

CONTRACTOR, as an independent contractor and not as an employee, shall furnish, for the sum amount of $71,700.00, all of the necessary labor, material, and equipment to perform the work described above in accordance with the Contract Documents.

ARTICLE 2. ENGINEER

The project has been designed by Gordon E. Sparks, P.E., Indian River County Utilities Department, hereinafter called ENGINEER, and who is to act as OWNER’S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The work will be completed in accordance with the following time frame.

(a) Within 15 calendar days from effective date of Notice to Proceed, Contractor shall complete the following tasks:

1. Obtain all necessary permits.
2. Receive approved shop drawings for all materials and equipment to be utilized in the job.
3. Perform all photographic recording and documentation of conditions prior to construction.
4. Locate all existing utilities in the area of work.
5. Mobilize all labor, equipment, and materials.
6. Deliver and store all equipment and materials to the job site.
7. Notify all utilities and other affected parties prior to initiating construction.

(b) From 16 calendar days to 45 calendar days from the effective date of Notice to Proceed, the CONTRACTOR shall complete the following tasks:

1. Install all pipe and appurtenant items.
2. Perform all testing.
3. Restore all disturbed areas to their pre-construction condition.
4. Correct all deficiencies noted by Engineer.

Completion of all tasks outlined above (i.e., Subparagraphs a and b) constitutes Substantial Completion.

(b) From 45 calendar days to 60 calendar days from the effective date of Notice to Proceed, the CONTRACTOR shall complete the following tasks:

1. Clean up project area.
2. Remove all equipment and material from project site.
3. Perform contract closeout procedures.

Completion of all tasks outlined above (i.e., Subparagraphs a, b, and c) constitute Final Completion.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the work is not completed within the times specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER four-hundred and fifty dollars ($450.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER four-hundred and fifty dollars ($450.00) for each day that expires after the time specified in Paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE.

4.1 OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds in the amount of $71,750.00.

ARTICLE 5. PAYMENT PROCEDURES.

5.1. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions. The Owner shall make progress payments to the Contractor on the basis of the approved partial payment request as recommended by
Engineer in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.73 et. seq.

5.1.1. The Owner shall retain ten percent (10%) of the payment amounts due to the Contractor until fifty percent (50%) completion of the Work. After fifty percent (50%) completion of the Work is attained as certified to Owner by Engineer in writing, Owner shall retain five percent (5%) of the payment amount due to Contractor until final completion and acceptance of all Work to be performed by Contractor under the Contract Documents. Pursuant to Florida Statutes section 218.735(8)(b), fifty percent (50%) completion means the point at which the County as Owner has expended fifty percent (50%) of the total cost of the construction services Work purchased under the Contract Documents, together with all costs associated with existing change orders and other additions or modifications to the construction services Work provided under the Contract Documents.

5.2. Pay Requests. Each request for a progress payment shall be submitted on the application for payment form supplied by Owner and the application for payment shall contain the Contractor's certification. All progress payments will be on the basis of progress of the Work measured by the schedule of values established, or in the case of unit price work based on the number of units completed. After fifty percent (50%) completion, and pursuant to Florida Statutes section 218.735(8)(d), the Contractor may submit a pay request to the County as Owner for up to one half (1/2) of the retainage held by the County, and the County shall promptly make payment to the Contractor unless such amounts are the subject of a good faith dispute; the subject of a claim pursuant to Florida Statutes section 255.05(2005); or otherwise the subject of a claim or demand by the County or the Contractor. The Contractor acknowledges that where such retainage is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors and suppliers. Pursuant to Florida Statutes section 218.735(8)(c)(2005), Contractor further acknowledges and agrees that: 1) the County shall receive immediate written notice of all decisions made by Contractor to withhold retainage on any subcontractor at greater than five percent (5%) after fifty percent (50%) completion; and 2) Contractor will not seek release from the County of the withheld retainage until the final pay request.

5.3 Paragraphs 5.1.1 and 5.2 do not apply to construction services Work purchased by the County as Owner which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government: Prompt Payment Act. In such event, payment and retainage provisions shall be governed by the applicable grant requirements and guidelines.

ARTICLE 6. INTEREST.

Not Applicable.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:
7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as CONTRACTOR considers necessary for the performance of furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by CONTRACTOR in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the work, consist of the following:

8.1 This Agreement (Section 00530).

8.2 Performance and other bonds (Sections 00610 and 00620).

8.3 Notice of Award and Notice to Proceed.

8.4 General Conditions (Section 00700).

8.5 Supplementary Conditions (Section 00800).

8.6 Specifications bearing the title "ASCE/urally and Wastewater Utility Standards, September 2004 or latest version".
8.7 Drawings, inclusive with each sheet bearing the following general title: "Winter Beach Park Subdivision Water Assessment Project"

8.8 Addenda numbers 1 to 1 inclusive.

8.9 Indian River County Water and Wastewater Utility Ordinances.

8.10 The following, which may be delivered or issued after the effective date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.4 and 3.5 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 3.4 and 3.5 of the General Conditions.

ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4 THE CONTRACTOR SHALL BE PROPERLY LICENSED TO PRACTICE ITS TRADE OR TRADES WHICH ARE INVOLVED IN THE COMPLETION OF THIS AGREEMENT AND THE WORK THEREUNDER.

9.5 CONTRACTOR agrees to indemnify and hold harmless the COUNTY, together with its agents, employees, elected officers and representatives, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or utilitarian of the CONTRACTOR in the performance of the work under this Agreement. This indemnification and hold harmless provision shall survive the termination or expiration of this Agreement.
IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

OWNER

Indian River County
Board of County Commissioners

BY ____________________________
Arthur R. Neuberger, Chairman

Attest: __________________________
J. K. Barton, Clerk of the Circuit Court

By: ____________________________
Deputy Clerk

CONTRACTOR

Underground Utilities, Inc.

BY ____________________________
George E. French, President

(CORPORATE SEAL)

Attest: __________________________

Address for giving notices
1840 25th Street
Vero Beach, Florida 32960

Address for giving notices
390 21st Street SE
Vero Beach, FL 32962

License No. CUCO51660

Agent for service of process.

(IF CONTRACTOR is a corporation, attach evidence of authority to sign)

** END OF SECTION **
BACKGROUND INFORMATION:

The Utilities Department has requested an annual bid for FY 2006/2007 for the purchase and delivery of Zinc Orthophosphate to the South County and North County Reverse Osmosis Water Treatment Plants. Zinc Orthophosphate is used to control corrosion in water distribution systems and other contacted metal surfaces.

Last year's expenditure totaled $43,010.26. The projected expenditure for FY 2006/2007 is $55,000.00, which reflects a 17% unit price increase.

The Bid results are as follows:

Bid Opening Date: September 21, 2006 at 2:00 pm
Advertising Dates: August 31, 2006
Notified via DemandStar: One hundred Forty Five vendors
Specifications requested by: Thirteen vendors
Bid responses: 5 vendors

BID TABULATION:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Qty (Gal)</th>
<th>Unit Price ( $ )</th>
<th>Total Bid ( $ )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calciquest, Inc., Belmont, NC</td>
<td>4,800</td>
<td>4.890</td>
<td>23,472.00</td>
</tr>
<tr>
<td>Shannon Chemical, Exton, PA</td>
<td>4,800</td>
<td>5.090</td>
<td>24,432.00</td>
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<tr>
<td>F2 Industries, LLC, Smyrna, TN</td>
<td>4,800</td>
<td>5.258</td>
<td>25,238.40</td>
</tr>
<tr>
<td>Nalco Company, Naperville, IL</td>
<td>4,800</td>
<td>8.113</td>
<td>39,942.40</td>
</tr>
<tr>
<td>Chemrite, Inc., Buford, GA</td>
<td>4,800</td>
<td>8.620</td>
<td>41,376.00</td>
</tr>
</tbody>
</table>
RECOMMENDATION:

Staff recommends awarding this bid as follows:

- Award to *Calciquest, Inc.* as the lowest and most responsive bidder meeting the specifications as set forth in the Invitation to Bid.

- Authorize the Purchasing Division to issue blanket purchase orders for the period of October 1, 2006 through September 30, 2007 with the recommended vendor.

- Authorize the Purchasing Manager to renew this Bid for two (2) additional one (1) year periods subject to satisfactory performance, zero cost increase, vendor acceptance and the determination that renewal of this annual contract is in the best interest of Indian River County.

ATTACHMENTS:
Utilities Department Recommendation Memo
Invitation to Bid Form

APPROVED AGENDA ITEM:

BY: [Signature]
Joseph A. Baird, County Administrator

F: [Signature]
October 24, 2006

F: [Signature]

Indian River County

<table>
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<tr>
<th>Admin</th>
<th>Approved</th>
<th>Date</th>
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<tbody>
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<tr>
<td>Legal</td>
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<td>Budget</td>
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<td>10/4/06</td>
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<tr>
<td>Dept.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Risk Mgmt</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The Staff of Water Production has agreed to award the low bidder Calciquest, Inc. of Belmont, NC, for the annual bid Zinc Orthophosphate at two Water Treatment Plants.

To date we have spent $43,010.26. The projected cost for the new budget year is approximately $55,000.00.

Any questions please call me at 226-3409.
Invitation to Bid Form

Specifications for: Annual Bid for Zinc Orthophosphate

Bid #: 2007013

Bid Opening Date / Time: September 21, 2006 at 2:00 P.M.

Bid Opening Location: Purchasing Division
2525 St. Lucie Avenue
Vero Beach, FL 32960

In accordance with all terms, conditions, specifications, and requirements, the bidder offers the following:

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price/gal</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Zinc Orthophosphate</td>
<td>4,800 gal</td>
<td>$4.80/gal</td>
<td>$23,472.00</td>
</tr>
</tbody>
</table>

Will your company extend these prices to other governmental agencies within the State of Florida? Yes [X] No [ ]

The undersign hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Company Name: CalciQuest, Inc.

Company Address: 181 Woodlawn Ave.

City, State: Belmont, NC Zip Code: 28012

Telephone: 704-822-1441 Fax: 704-822-0922

E-mail: elizabeth.palmer@calciquest.com

Occupational License: FEIN Number: 56-1763620

Authorized Signature: Craig P. Princi

Name: Craig P. Princi Title: National Sales Manager

Page 11 of 15
Affidavit of Compliance
(Please include this form with your bid)

Indian River County Bid # 2007013 for Annual Bid for Zinc Orthophosphate

☑ We DO NOT take exception to the Bid / Specifications.
☐ We TAKE exception to the Bid / Specifications as follows:

Company Name: CalciQuest, Inc.
Company Address: 181 Woodlawn Ave
Belmont, NC 28012

Telephone Number: 704-822-1441 Fax: 704-822-0921
E-mail: elizabeth.palmers@calciquest.com

Authorized Signature: ___________________________ Date: 9/15/10
Name: Craig P. Principi (Typed / Printed) Title: National Sales Manager
TO: Joseph A. Baird, County Administrator

THROUGH: James W. Davis, P.E., Public Works Director

THROUGH: Jonathan C. Gorham, Ph.D., Coastal Resources Manager

FROM: James D. Gray, Jr., Coastal Engineer

SUBJECT: Post Hurricanes Frances & Jeanne Emergency Dune Restoration – Sectors 3 and 5
Final Payment and Full Release of Retainage
Ranger Construction Industries, Inc.

DATE: October 10, 2006

Consent Agenda

DESCRIPTION AND CONDITIONS

Indian River County has contracted with Ranger Construction Industries, Inc. for professional services in connection with the Post Hurricane Frances and Jeanne Emergency Dune restoration for the shoreline segments of Sectors 3 and 5, County Project # 0502. All work contracted for this project has been satisfactory completed and final invoices and requests for release of retainage have been submitted. Applied Technology and Management, The County’s engineering consultant, has also certified the project as complete.

RECOMMENDATIONS AND FUNDING

Staff recommends the approval of the final payment and application for release of the retainage in the amount of $463,662.71. The total construction costs were $4,636,627.09.

Funding is from The Florida Department of Environmental Protection 2004 Hurricane Recovery Plan special appropriated funds grant H5IR1. Costs associated with the construction project are eligible for cost sharing at a ratio of 90.9% State/9.1% Local.

Funding for the County portion will be from the Beach Preservation Fund 128-14472-066510-05051

ATTACHMENTS

Application For Payment # 11 & Final
Applied Technology and Management Project Completion Final Certification

F:\Public Works\James\Sectors 3 and 5 Emergency Beach Restoration\BCC agenda item Final Payment and Full release of retainage Ranger Construction 10_10_06.doc
DISTRIBUTION

Jason Brown, IRC Budget Department
Edward Halsey, IRC Finance Department
Ranger Construction Industries, Inc.

APPROVED AGENDA ITEM

FOR: October 31, 2006

BY: James A. Bond

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<td>Co. Attorney</td>
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</tr>
<tr>
<td>Division</td>
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**TO:**  INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS  

**FOR:** INDIAN RIVER CO POST HURRICANES FRANCES & JEANNE EMERGENCY BEACH RESTORATION - SECTORS 3 AND 5  

**OWNER'S CONTRACT NO.:**  PROJECT NO. 0502  

**FOR WORK ACCOMPLISHED THROUGH THE DATE OF:** September 6, 2006  

**CONTRACTORS SCHEDULE OF VALUES**  

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<th>AMOUNT</th>
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<td>1</td>
<td>$286,089.00</td>
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<tr>
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<td>110,990.00</td>
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**CHANGE ORDER**  

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<td>Sea Grape Trail PK</td>
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<tr>
<td>Overbuild/Leveling</td>
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<td>106</td>
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<td>$ 12,455.00</td>
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**CONTRACT TOTAL**  

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<td><strong>GROSS AMOUNT DUE</strong></td>
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<td><strong>LESS 10% RETAINAGE RELEASED</strong></td>
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<td><strong>AMOUNT DUE TO DATE</strong></td>
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<td><strong>AMOUNT DUE THIS APPLICATION</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$ 463,662.71</strong></td>
</tr>
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</table>

**CONTRACTOR'S CERTIFICATION:**  

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbers 1 thru 10 inclusive; (2) that all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrances); and (3) all Work covered by this Application for payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

**DATED:** October 9, 2006  

**Payment of the above AMOUNT DUE THIS APPLICATION is recommended.**  

**DATED:**  

**AUTHORIZED SIGNATURE:**  

RANGER CONSTRUCTION INDUSTRIES, INC.  

**AUTHORIZED SIGNATURE:**  

INDIAN RIVER CO, COASTAL ENG. DIVISION  

**AUTHORIZED SIGNATURE:**  

81
STATE OF FLORIDA  
COUNTY OF PALM BEACH  

Personally before me the undersigned officer, authorized by the laws of said State to administer oaths, comes Miguel G. Correa, who, on oath says:

That he/she is the CONTRACTOR with whom Indian River County, Florida, a political subdivision of said State, did on the 25th day of February, 2005 enter into a contract for the performance of certain work, more particularly described as follows:

POST HURRICANES FRANCES AND JEANNE EMERGENCY BEACH RESTORATION SECTORS 3 AND 5  
INDIAN RIVER COUNTY PROJECT #0502  

Affiant further says that said construction has been completed and the aforementioned contract fully performed and final payment is now due and that all liens by Subcontractors, persons or organization who have either contracted directly with or who are directly employed by such contractor have been paid in full EXCEPT:

<table>
<thead>
<tr>
<th>Name</th>
<th>Description/Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
</tr>
</tbody>
</table>

Who have not been paid and who are due the amount set forth above.

CORPORATE SEAL

WITNESS

Subscribed and sworn to before me this 9th day of October 2006.

I, hereunto acknowledge receipt of Final Payment on above and do hereby certify that I have no claims against the Owner of said property.

Ranger Construction Industries, Inc.
FINAL CERTIFICATION

Permit Number: 8K-717
Permittee Name: Indian River County

This is to certify that the work under this permit for construction or other activities seaward of the coastal construction control line pursuant to Section 161.053, Florida Statutes, which was granted by the Florida Department of Environmental Protection to the above named permittee, was inspected by the undersigned and was found to be acceptable and satisfactory in accordance with the approved plans and project description and with all conditions of the permit. All permitted construction or activities have been completed, and no unpermitted construction or activities have occurred. Location and elevations specified by the permit and approved plans have been verified and found to be correct, and topography and vegetation have been either preserved or restored as required by the permit.

FOR WORK INCLUDING:

Dune restoration and fill placement.

NOTE: Any deviations from the permit and any portions of the permitted work not actually performed shall be noted and described in detail as an exception to this certification.

Signature of Engineer or Architect:

Typed or Printed Name of Engineer or Architect:

State of Florida Registration Number:

FORM 72-1158 (Revised 8/04)
INDIAN RIVER COUNTY, FLORIDA
BOARD MEMORANDUM

TO: Joseph A. Baird, County Administrator

THROUGH: James W. Davis, P.E., Public Works Director

THROUGH: Jonathan C. Gorham, Ph.D., Coastal Resources Manager

FROM: James D. Gray, Jr., Coastal Engineer

SUBJECT: Jungle Trail Shoreline Stabilization Project
Final Payment and Full Release of Retainage
Lucas Marine Construction, LLC

DATE: October 16, 2006

DESCRIPTION AND CONDITIONS

Indian River County has contracted with Lucas Marine Construction, LLC. For professional services in connection with the Jungle Trail Shoreline Stabilization Project, County Project # 0117. All work contracted for this project has been satisfactorily completed and final invoices and requests for release of retainage have been submitted.

RECOMMENDATIONS AND FUNDING

Staff recommends the approval of the final payment and application for release of the retainage in the amount of $27,173.91. The total construction costs were $271,739.12. Funding is from the combination of FIND grant IR-03-36 for $152,600 and FIND grant IR-05-39 for $147,400, each at a 50/50 cost share ratio between FIND and Indian River County. The remaining funds to be from Account # 10921441-066510-05044.

ATTACHMENTS

Application For Payment # 4 Final Carter Associates, Inc. Project Completion Certification Letter dated October 12, 2006
DISTRIBUTION

Jason Brown, Budget Department
Edward Halsey, Finance Department
Lucas Marine Construction, LLC.

APPROVED AGENDA ITEM

FOR: October 24, 2006

BY:

<table>
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<th>Indian River County</th>
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<tr>
<td>Division</td>
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</table>
APPLICATION FOR PAYMENT

INDIAN RIVER COUNTY
JUNGLE TRAIL SHORELINE STABILIZATION PROJECT
COUNTY PROJECT # 0117

APPLICATION FOR PAYMENT NO. FOUR (4) FINAL

To INDIAN RIVER COUNTY
(OWNER)

Contract for JUNGLE TRAIL SHORELINE STABILIZATION
OWNER'S Contract No. 0117 Project No. 0117

For Work accomplished through the date of

(7/1/06) RETAINAGE

<table>
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<th>ITEM</th>
<th>CONTRACTOR'S Schedule of Values</th>
<th>Work Completed</th>
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<td>Quantity</td>
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<td>2.</td>
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<td>2,400</td>
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<tr>
<td>3.</td>
<td>13,530.00</td>
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<tr>
<td>4.</td>
<td>5,000.00</td>
<td>1</td>
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<td>3</td>
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</table>

Total (Orig. Contract)

C.O. No. 1 DEL. VALUES C.O. No. 2

- 13,330.00  3  - 39,990.00  3  - 39,990.00

Accompanying Documentation:

GROSS AMOUNT DUE $ 271,739.12

LESS 10% RETAINAGE

AMOUNT DUE TO DATE $ 271,739.12

LESS PREVIOUS PAYMENTS $ 244,565.21

AMOUNT DUE THIS APPLICATION $ 27,173.91

APPLICATION FOR PAYMENT AP-2
CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrances); and (3) all Work covered by this Application for payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated JULY 14, 2006

By: Lucas Magee (Authorized Signature)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated SEPTEMBER 8, 2006

By: John Smith (Authorized Signature)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.
## Application and Certificate of Payment

### Project: Jungle Trail

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Work</th>
<th>QTY(5)</th>
<th>Unit Price</th>
<th>Work Completed</th>
<th>Material Cost Stored</th>
<th>Balance to Finish</th>
<th>% Retainage</th>
<th>% Completed</th>
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<td>1</td>
<td>Mobilization/Demobilization</td>
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<tr>
<td>2</td>
<td>Furnish, Deliver &amp; Place Rock Riprap along with Filter Fabric</td>
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<td>102.00</td>
<td>244,800.00</td>
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### Contract Totals

- Total: $293,000.00
- Work Completed: $271,739.12
- Retainage: $0.00
- Balance to Finish: $0.00
- % Retainage: 92.74%
- % Completed: 27,173.91

---

**Contract Date:** 04/18/06

**Application No.:** Four (4)

**Period From:** Retainage

---

Page 1 of this Application and Certificate of Payment containing Contractor's signed Certification is attached. In tabulations below totals and sub-totals must coincide with updated Contract Amount.

---

Contractor: [Contractor Name]

Signature: [Signature]

Date: [Date]

---

**APPLICATION AND CERTIFICATE OF PAYMENT**

**DESCRIPTION OF WORK UNIT**

- Mobilization/Demobilization
- Furnish, Deliver & Place Rock Riprap along with Filter Fabric
- Installation of Inline Check Valves
- Turbidity Control
- Landscaping
- Construction Staking & As-Built Survey
- Change Order No. 1
- Delete Check Valves

---

**CONTINUATION SHEET**

Page 1 of this Application and Certificate of Payment, containing Contractor's signed Certification is attached. In tabulations below totals and sub-totals must coincide with updated Contract Amount.

---

**CONTRACT TOTALS**

- Total: $293,000.00
- Work Completed: $271,739.12
- Retainage: $0.00
- Balance to Finish: $0.00
- % Retainage: 92.74%
- % Completed: 27,173.91
STATE OF FLORIDA
COUNTY OF FLORIDA

Personally before me the undersigned officer, authorized by the laws of said state to administer oaths, comes WADE DIEHL MAN, who on oath says:
That he is the CONTRACTOR with whom Indian River County, Florida, a political subdivision of said state, did on the 11th day of JUNE, 2006 enter into a contract for the performance of certain work, more particularly described as follows:

JUNGLE TRAIL SHORELINE STABILIZATION PROJECT
INDIAN RIVER COUNTY PROJECT #0117

Affiant further says that said construction has been completed and the aforementioned contract fully performed and final payment is now due and that all liens by Subcontractors, persons or organizations who have either contracted directly with or who are directly employed by such contractor have been paid in full EXCEPT:

<table>
<thead>
<tr>
<th>Name</th>
<th>Description/Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

who have not been paid and who are due the amount set forth above.

WITNESS

Subscribed and sworn to before me this 11th day of JUNE, 2006.

My Commission Expires: 3/24/09 (Notary Seal)

I herewith acknowledge receipt of Final Payment on above and do hereby certify that I have no claims against Indian River County arising from INDIAN RIVER COUNTY PROJECT # 0117.
APPLICATION FOR PAYMENT

INDIAN RIVER COUNTY
JUNGLE TRAIL SHORELINE STABILIZATION PROJECT
COUNTY PROJECT # 0117

APPLICATION FOR PAYMENT NO. FOUR (4) FINAL

To INDIAN RIVER COUNTY
(OWNER)

Contract
for JUNGLE TRAIL SHORELINE STABILIZATION
OWNER'S Contract No. 0117 Project No. 0117

For Work accomplished through the date of
(7/14/00) RETAINAGE

<table>
<thead>
<tr>
<th>ITEM</th>
<th>CONTRACTOR'S Schedule of Values</th>
<th>Work Completed</th>
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<tbody>
<tr>
<td></td>
<td>Unit Price</td>
<td>Quantity</td>
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<tr>
<td>1.</td>
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<td>1</td>
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<tr>
<td>2.</td>
<td>102.00</td>
<td>2,400</td>
</tr>
<tr>
<td>3.</td>
<td>13,330.00</td>
<td>3</td>
</tr>
<tr>
<td>4.</td>
<td>5,000.00</td>
<td>1</td>
</tr>
<tr>
<td>5.</td>
<td>5,700.00</td>
<td>1</td>
</tr>
<tr>
<td>6.</td>
<td>6,000.00</td>
<td>1</td>
</tr>
<tr>
<td>(SEE ATTACHED)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total (Orig. Contract)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.O. No. 1 DEL. VALUES</td>
<td>13,350.00</td>
<td>3</td>
</tr>
<tr>
<td>C.O. No. 2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Accompanying Documentation:

GROSS AMOUNT DUE $231,391.12

LESS 0% RETAINAGE AMOUNT DUE TO DATE $231,391.12

LESS PREVIOUS PAYMENTS $244,545.21

AMOUNT DUE THIS APPLICATION $27,134.31

APPLICATION FOR PAYMENT AP-2
CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of WORK done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with WORK covered by prior Applications for Payment numbered 1 through 3 inclusive; (2) title to all WORK, materials and equipment incorporated in said WORK or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrances); and (3) all WORK covered by this Application for payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated July 14, 2006

By: [Signature]

CONTRACTOR

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated ___________ , 2006

ENGINEER

By: [Signature]

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.
October 12, 2006

James Gray, Jr.
County Coastal Engineer
Indian River County Public Works
1840 25th Street
Vero Beach, Florida 32960

Re: Jungle Trail Shoreline Stabilization
Final Certification

Dear James:

I hereby certify that the work for the above referenced project is complete and has been built substantially in accordance with the approved plans and specifications.

Should you have any questions or need additional information, please call me.

Sincerely,

CARTER ASSOCIATES, INC.

Patrick S. Walther, P.E.
F. Reg. No. 39667
October 12, 2006
MEMORANDUM

TO: Joseph A. Baird, County Administrator
THROUGH: James W. Davis, P.E., Public Works Director
FROM: W. Keith McCully, P.E., Esq., Stormwater Engineer
SUBJECT: CONSENT AGENDA - APPROVAL OF WORK ORDER NO. 3-RR FOR THE ROCKRIDGE SUBDIVISION SURGE PROTECTION PROJECT
DATE: October 12, 2006

SUMMARY

In 2004, Hurricane Frances created storm surges in the Indian River Lagoon that seriously damaged many homes in the Rockridge subdivision. The County sought economic assistance to address this problem and consequently, received a $2.1 million Disaster Recovery Initiative Grant (DRIG) that is funded through the Florida Department of Community Affairs (DCA) Community Development Block Grant (CDBG) program. The COUNTY also received a $275,048 grant through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP). The engineer's latest preliminary construction cost estimate for the project (including engineering fees) is approximately $5 million.

On October 12, 2005, a request for Statement of Qualifications was advertised for engineering consulting services for the flood control project and the engineering firm of Malcolm Pirnie, Inc. was ranked No. 1. The Board approved this ranking on January 10, 2006 and shortly afterwards, signed a Master Agreement with Malcolm Pirnie.

Work Order No. 1-RR with Malcolm Pirnie was issued on February 21, 2006. That Work Order provided important initial background survey information and that work is complete. Work Order No. 2-RR with Malcolm Pirnie provided for Preliminary Engineering Services that will take the project to the approximate 30 percent final design stage or perhaps a little beyond. Work Order No. 2-RR is almost complete and Work Order No. 3-RR is being brought before the Board now to expedite the design process in order to try to meet constraining grant deadlines. Work Order No. 3-RR includes final engineering design, permitting, technical specifications, and bidding assistance. The not-to-exceed amount of Work Order No. 3-RR is $363,027.
RECOMMENDATIONS

Staff recommends the Board of County Commissioners approve Work Order No. 3-RR with Malcolm Pirnie, Inc. and authorize the Chairman to execute it on behalf of the County.

SOURCE OF FUNDS

The County's Community Development Block Grant (CDBG) will fund $131,670 of the Work Order. When added to the $275,048 FEMA HMGP grant, the total grant money available for the Work Order is $406,718 which is greater than the not-to-exceed $363,027 engineering fee. (The CDBG account for engineering services is 13813054-033130-05081. The FEMA HMGP account for engineering services is 31524338-033130-06064.)

ATTACHMENTS

1. Malcolm Pirnie, Inc. Work Order No. 3-RR – two original copies.

DISTRIBUTION

1. James W. Davis, P.E., Public Works Director
2. County Attorney Office
3. Budget

APPROVED AGENDA ITEM

FOR 10-24-2006

BY [Signature]

[Table of dates for various departments]
AGENDA COPY

WORK ORDER NUMBER 3-RR

PROFESSIONAL ENGINEERING SERVICES for the

ROCKRIDGE SUBDIVISION SURGE PROTECTION PROJECT

This Work Order Number 3-RR is entered into as of this ___ day of ___ ____, 2006, pursuant to that certain Agreement for Professional Services entered into as of February 21, 2006 ("Agreement"), by and between Indian River County, a political subdivision of the State of Florida ("COUNTY") and Malcolm Pirnie, Inc. ("CONSULTANT").

The COUNTY has selected the CONSULTANT to perform the professional services set forth on Attachment 1, attached to this Work Order and made part hereof by this reference. The professional services will be performed by the CONSULTANT for the fee schedule set forth in Attachment 2, attached to this Work Order and made a part hereof by this reference. The CONSULTANT will perform the professional services within the timeframe more particularly set forth in Attachment 3, attached to this Work Order and made a part hereof by this reference, all in accordance with the terms and provisions set forth in the Agreement. Pursuant to paragraph 1.4 of the Agreement, nothing contained in any Work Order shall conflict with the terms of the Agreement and the terms of the Agreement shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the date first written above.

CONSULTANT
MALCOLM PIRNIE, INC.

By: [Signature]
Title: [Position]

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY

By: [Signature]
Arthur R. Neuberger, Chairman

Attest: J.K. Barton, Clerk of Court

By: [Signature]
Deputy Clerk

Approved:

Joseph A. Baird, County Administrator

Approved as to form and legal sufficiency:

Marian E. Fell, Assistant County Attorney
INTRODUCTION/OVERVIEW

Indian River County (the "County") has requested that Malcolm Pirnie, Inc. (the "CONSULTANT") prepare the final design, estimate of probable construction costs, necessary construction drawings and specifications, permitting documents, and assist with bidding services for implementation of the stormwater system improvements for Rockridge Subdivision Surge Protection Project. The previous Work Order No. 2-RR addressed the Preliminary Engineering Design Report for this project.

The purpose of this project is to provide flood protection features along Indian River Boulevard to include sluice gates and flap gates on nine different existing storm drainage structures, provide a tilting weir arrangement at the canal adjacent to 14th Street, and a pump station arrangement at the canal adjacent to 16th Street. The project also includes the installation of Jersey curb along Indian River Boulevard to prevent flood waters from crossing west across the highway. The project limits along Indian River Boulevard are just south of 12th Street to approximately 20th Street.

The proposal assumes that the project will be designed, permitted, bid, and constructed as a single project. The fee proposal outlined below presents the scope of work, estimated fees, and completion schedule for the necessary engineering services related to the preparation of the final design contract documents, and providing permitting and bidding services for the proposed stormwater system improvements.

1.0 PROJECT KICKOFF MEETING

Attend project kickoff meeting for the final design phase with County to discuss scope of work, deliverables, schedule and responsibilities. The CONSULTANT will prepare minutes of meeting and distribute.

2.0 PROJECT COORDINATION ACTIVITIES

2.1 Coordination of Topographic Survey Services

The CONSULTANT will provide and coordinate the services of a qualified land surveyor to perform any additional detailed topographic survey needed at the proposed pump station and tilting weir locations. The land surveyor will obtain title information pertaining to existing easements and/or deeded right-of-ways and related pertinent right-of-way maps, maintenance maps, plats, and similar documents.

2.2 Coordination of Geotechnical Investigations
The CONSULTANT will provide and coordinate the services of a qualified geotechnical subconsultant to perform a detailed geotechnical investigation at the proposed pump station and tilting weir locations. The results of the investigation will be summarized in a report that will include:

A. Soil boring logs and classifications;
B. Existing groundwater levels and estimated seasonal high water levels;
C. Other concerns as appropriate.

The CONSULTANT will submit one copy of the report to the County and an unbound copy will be included with the unbound technical specifications submitted for bidding purposes.

2.3 Grant Application Reporting and Documentation

The CONSULTANT will prepare the required quarterly reports and closeout report for submittal to the state Department of Emergency Management (DEM). Provide the following Phase 1 deliverables required by FEMA to include:

A. Existing and proposed hydrology and hydraulics for the 25-year storm event. Provide an estimated annual maintenance cost for the project.
B. Show locations and elevations of structures being damaged and the FEMA Special Flood Hazard Areas on the same plan.
C. Obtain all environmental permits and approvals. Publish (County) public notices associated with the project.
D. Refine the project cost estimate.
E. Provide a set of County approved and State reviewed signed and sealed contract documents.

3.0 FINAL DESIGN SERVICES

3.1 60 Percent Design

The CONSULTANT will prepare the drawings as necessary to depict and describe the stormwater system improvements in a clear and concise manner. The drawings will be prepared in AutoCAD™ using a 24" x 36" drawing format. Topographic survey will be utilized for the generation of the drawing's base sheets. The CONSULTANT will provide an internal quality assurance and "constructability" review prior to all submittals to the County.

The CONSULTANT will submit two sets of drawings to the County for review at the 60 percent completion level. The CONSULTANT will meet with the County to discuss the submittals, prepare and submit a written list of County comments, and subsequently revise the drawings per the County's comments.

The 60 percent level of completion submittal will include a complete set of drawings indicating the stormwater features (sluice gates and flap gates, Jersey curbs, pump station and tilting weir), survey and topographic information, existing utility locations,
and applicable construction details.

The CONSULTANT will submit two sets of technical specifications at the 60 percent completion level. The 60 percent submittal will include a table of contents and a preliminary draft of all the required technical specification sections.

3.2 90 Percent Design

The 90 percent level of completion is defined as the incorporation of all County comments received and verified after the 60 percent review with the County together with additional improvements to the drawings by the CONSULTANT. The drawings will be at a level of completion that will allow the project to be bid. The CONSULTANT will submit two sets of technical specifications and drawings at the 90 percent completion levels. The CONSULTANT will prepare and submit an Engineer's Opinion of Probable Construction Cost for the project. The CONSULTANT will meet with the County to discuss the submittal, prepare and submit a written list of County comments, and subsequently revise the drawings per the County's comments.

3.3 Preparation of Permit Applications

The CONSULTANT will prepare and submit the necessary permit applications. The CONSULTANT will respond to all requests for additional information from permitting agencies. The County will pay the fee for all permits. The CONSULTANT recognizes that time is of the essence with respect to submittal of permit applications and subsequent responses to agency questions and therefore, will attempt to expedite the permitting process by working closely with all permitting agencies.

3.4 100 Percent Design

At the 100 percent submittal, two sets of the drawings will be submitted together with one copy of an electronic AutoCAD™ format of the drawings. The 100 percent submittal will also include bid schedule, table of contents, and technical specifications in electronic Microsoft Word™ format and two printed sets of said documents. The CONSULTANT will prepare and submit an Engineer's Opinion of Probable Construction Cost for the project at the 100 percent design level.

4.0 MEETING ASSISTANCE

The CONSULTANT will prepare a presentation board of the stormwater project to use at a single public meeting and at a separate meeting with pertinent City of Vero Beach and County staff. The CONSULTANT will attend both meetings and prepare the minutes of the meetings. Meeting minutes will be distributed to the County by the CONSULTANT.

5.0 BIDDING ASSISTANCE

The following scope of services outlines the tasks to be completed by the CONSULTANT during the bidding phase. The County will advertise the construction
project and distribute bidding documents. The CONSULTANT will provide eight copies of the contract drawings, one unbound, single-sided set and electronic copy of technical specifications including bid schedule. The County will be responsible for the distribution of these documents to the bidders.

5.1 Attend Pre-Bid Conference

The CONSULTANT will attend a Pre-Bid Conference to discuss the proposed construction project with all prospective bidders. Questions regarding the proposed construction project will be recorded at the meeting and addressed in writing following the meeting. The CONSULTANT will prepare the minutes of the pre-bid conference and submit them to the County.

5.2 RFIs and Addenda

The CONSULTANT will answer questions (RFIs) from bidders, provide clarifications, and prepare technical responses to be included in addenda. The CONSULTANT will prepare and submit the addenda to the County in a timely manner that allows receipt of addenda by all bidders no later than a minimum of seven days prior to bid opening date.

5.3 Bid Evaluation and Recommendation of Award

The CONSULTANT will perform a bid evaluation for the three apparent low bidders after receipt of the bids. This bid evaluation will include a tabulation of bids plus a detailed review of the bid package from the three lowest bidders. The review of the lowest responsive bid will include an inspection of the bid package for completeness, errors and omissions, evaluation of the listed experience on similar project, evaluation of other submitted data, and review of the references of the lowest bidder. Following the bid evaluation, the CONSULTANT will prepare and submit a recommendation of Contract Award to the County.

**END OF ATTACHMENT 1**
ATTACHMENT 2 to WORK ORDER NO. 3-RR
PROFESSIONAL ENGINEERING SERVICES for the
ROCKRIDGE SUBDIVISION SURGE PROTECTION PROJECT

1. **COMPENSATION**

The COUNTY agrees to pay and the CONSULTANT agrees to accept, a not-to-exceed fee of $363,027 for services rendered according to Attachment 1 of this WORK ORDER. Work will be billed at the hourly rates set forth in the Agreement.

2. **PARTIAL PAYMENTS**

The COUNTY shall make monthly partial payments to the CONSULTANT for all authorized work pertaining directly to this project performed during the previous calendar month. Using the form contained herein as Attachment 5, the CONSULTANT shall submit invoices monthly for services performed and expenses incurred pursuant to this Work Order during the prior month.

The CONSULTANT shall submit duly certified invoices in duplicate to the Director of the Public Works Department. For lump sum line items, the amount submitted shall be the prorated amount due for all work performed to date under this phase, determined by applying the percentage of the work completed as certified by the CONSULTANT, to the total due for this phase of the work. For time and material line items, the amount submitted shall be based on the actual hours worked and expenses incurred for the billing period.

The amount of the partial payment due the CONSULTANT for the work performed to date under these phases shall be an amount calculated in accordance with the previous paragraph, less ten percent (10%) of the invoice amount thus determined, which shall be withheld by the COUNTY as retainage, and less previous payments. Per F.S. 218.74(2), the COUNTY will pay approved invoices on or before the forty-fifth day after the COUNTY receives the CONSULTANT's invoice.

Per F.S. 218.74(2), the ten percent (10%) retainage withheld shall be paid in full to the CONSULTANT by the COUNTY, on or before the forty-fifth day after the date of final acceptance of the Work by the Public Works Director.

**END OF ATTACHMENT 2**
ATTACHMENT 3 to WORK ORDER NO. 3-RR
PROFESSIONAL ENGINEERING SERVICES for the
ROCKRIDGE SUBDIVISION SURGE PROTECTION PROJECT

1. **TIME FOR COMPLETION**

   Time is of the essence for this project. The CONSULTANT shall complete the final design of this project on or before January 19, 2007.

   **END OF ATTACHMENT 3**
## COST SUMMARY FOR NEGOTIATED CONTRACTS

**GRANTEE:**

**GRANT NUMBER:**

**NAME AND ADDRESS OF CONTRACTOR:**

**DATE OF PROPOSAL:**

**TYPE OF SERVICE TO BE FURNISHED:**

**COST SUMMARY:**

### DIRECT LABOR:
Estimated hrs x hourly rate = estimated cost

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<th>Hourly Rate</th>
<th>Estimated Cost</th>
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<td>103</td>
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**DIRECT LABOR TOTAL:**

$81,389.25

### INDIRECT COSTS:
Fringes, G & A, etc., rate x base = cost

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<th>Rate x Base</th>
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**INDIRECT COST TOTAL:**

$147,314.54

### OTHER INDIRECT COST:
Describe

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<tr>
<td>Reimbursable Expenses</td>
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**OTHER INDIRECT COST:**

$78,239.00

**TOTAL ESTIMATED COST:**

$306,942.79
PROFIT: $56,084.21

TOTAL PRICE: $363,927.00
INDIAN RIVER COUNTY, FLORIDA

MEMORANDUM

TO: Joseph A. Baird, County Administrator
THROUGH: James W. Davis, P.E., Public Works Director
FROM: Christopher J. Kafer, Jr., P.E., County Engineer
SUBJECT: FINAL PAYMENT - Addendum No. 12 (Masteller & Moler, Inc.) Professional Engineering Services Agreement, CR 512 Corridor Improvements - IRC Project No. 9611
DATE: October 6, 2006

DESCRIPTION AND CONDITIONS

Indian River County entered into a Professional Services Agreement with Masteller & Moler, Inc. on January 21, 1997 for design services for four-lane widening of CR 512 from I-95 to Roseland Road. Since that time there have been eight addendums to this agreement.

Addendum #12 from Masteller & Moler, Inc. for additional services in the lump sum of $5,875.00 for amending Task II of Addendum #10 to include charges for Environmental Services, Inc. not previously billed for additional services for permitting for CR 512, Phase III Roadway improvements was approved by the Board of County Commissioners on October 3, 2006.

Masteller & Moler, Inc. has completed this project and has submitted attached Invoice #9649ALP-1 in the amount of $5,875.00 for final and full payment for Addendum No. 12.

RECOMMENDATIONS AND FUNDING

Staff recommends payment in the amount of $5,875.00 for final and full payment for Addendum No. 12 from Account Number 10115341-066510-00005.

ATTACHMENTS

Masteller & Moler, Inc. Invoice #9649ALP-1

DISTRIBUTION

Masteller & Moler, Inc.

APPROVED AGENDA ITEM

FOR October 24, 2006

BY Joseph A. Baird
Addendum #12

Terms: Net 30 Days
PO#: ADDENDUM #12
Invoice Number: 9649ALP-1
Invoice Date: Sep 30, 2006

Description of Work Performed:

Professional Engineering Services to provide services outside scope of contract for re-issue of ACOE including permit submittal, meetings, telephone conversations, letters, site visits, pictures, Prepare plans, exhibits, wetland tables and numerous strategy sessions.

Attention: Mr. Christopher J. Kafer, Jr., P.E.
Indian River County
1840 25th Street
Vero Beach, FL 32960

Professional Engineering Services for the Billing Period from September 01, 2006 to September 30, 2006

Description of Work Performed:

Professional Engineering Services Fee: $5,875.00

Fee for Professional Engineering Services through Sep 30, 2006

$5,875.00 \times 100\% \text{ Complete} \quad $5,875.00

Total Previous

Total Professional Engineering Services: $5,875.00

Reimbursable Expenses:

Total Expenses: $0.00

Total Amount: $5,875.00
TO: Joseph A. Baird, County Administrator

THROUGH: James W. Davis, P.E., Public Works Director

AND

Christopher J. Kafer, Jr., P.E., County Engineer

FROM: Ronald L. Callahan, Real Estate Acquisition Agent

SUBJECT: Right-of-Way Acquisition

Charles W. and Kathleen M. Behler

Powerline Road (70th Avenue)

Parcel I.D. #30-39-31-00000-0500-00014.0

DATE: October 4, 2006

DESCRIPTION AND CONDITIONS

An additional .091-acres of right-of-way (see Exhibit "A") is needed along the east boundary of the subject property (west side of the road) that borders Powerline Road (70th Avenue), to accommodate a road improvement (paving) project. Powerline Road connects CR 510 with Barber Street and is a well used, dirt street that is extremely dusty and often in fair condition. Cross Creek, a large residential development (Fischer and Sons), is located at the north end of the existing road on the west side of the road. The road must be paved in support of this development. The County has agreed to acquire the necessary right-of-way along the portion of the road that lies within the County.

The right-of-way needed from this site is 3,971 square feet or .091-acres. The County has prepared an "Agreement to Purchase and Sell Real Estate" in the amount of $9,100.00, which equates to $100,000.00 per acre. This is the price per acre previously paid to property owner Chester E. Wilcox for right-of-way needed on the east side of Powerline Road. Mr. and Mrs. Behler have executed the "Agreement to Purchase and Sell Real Estate" along with the "Grant of Easement" for an additional 10' feet that runs adjacent to the right-of-way being purchased (see Exhibit "A"). The easement is for drainage, utility and sidewalk purposes.

There are no attorney's fees or appraisal fees.
ALTERNATIVES AND ANALYSIS

1. Approve the Purchase and Sale Agreement as presented.

RECOMMENDATIONS

Staff recommends the Board of County Commissioners approves the $9,100.00 purchase and authorizes the Chairman to execute the Agreement.

Funding will be from Account # 10921441-066120-02017

ATTACHMENTS

1. Two "originals" of the Purchase Agreement, Grant of Easement and Exhibit "A"

DISTRIBUTION

1) James W. Davis, P.E., Public Works Director
2) Christopher J. Kafer, Jr., P.E., County Engineer
3) Charles W. and Kathleen M. Behler

APPROVED AGENDA ITEM

FOR October 24, 2006

CONSENT

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AGREEMENT TO PURCHASE AND SELL REAL ESTATE

THIS AGREEMENT TO PURCHASE AND SELL REAL ESTATE ("Agreement") is made and entered into as of the 06th day of September, 2006 by and between Indian River County, a political subdivision of the State of Florida ("County"), and Charles W. Behler, Jr. and Kathleen M. Behler, his wife, ("Seller"), who agree as follows:

1. Agreement to Purchase and Sell. The Seller hereby agrees to sell to the County, and the County hereby agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, that certain parcel of real property located at 8641 70th Avenue (aka Powerline Road), Vero Beach, County of Indian River, State of Florida and more specifically described in Exhibit "A, Behler ROW" containing approximately 3,971 square feet, .091 acres, zoned A-1, Agricultural, and all improvements thereon, together with all easements, rights and uses now or hereafter belonging thereto. Additionally, the Seller agrees to grant to the County a 10-foot Easement for utility, drainage, sidewalk and pedestrian purposes described in Exhibit "A, Behler Easement", containing approximately 2,828.50 square feet, (collectively, the "Property").

2. Purchase Price, Effective Date. The purchase price (the "Purchase Price") for the Property shall be Nine-Thousand-One-Hundred Dollars and 00/100 Cents ($9,100.00). The Purchase Price shall be paid on the Closing Date. The Effective Date of this Agreement shall be the date upon which the County shall have approved the execution of this Agreement, either by approval by the Indian River County Board of County Commissioners at a formal meeting of such Board or by the County Administrator pursuant to his delegated authority.

3. Title. Seller shall convey marketable title to the Property by warranty deed free of claims, liens, easements and encumbrances of record or known to Seller; but subject to property taxes for the year of Closing and covenants, restrictions and public utility easements of record provided (a) there exists at Closing no violation of any of the foregoing; and (b) none of the foregoing prevents County's intended use and development of the Property.

3.2 County may order an Ownership and Encumbrance Report with respect to the Property. County shall, within thirty (30) days from receipt of the Ownership and Encumbrance Report, deliver written notice to Seller of title defects. Title shall be deemed acceptable to County if (a) County fails to deliver notice of defects within the time specified, or (b) County delivers notice and Seller cures the defects within thirty (30) days from receipt of notice from County of title defects ("Curative Period"). Seller shall use best efforts to cure the defects within the Curative Period and if the title defects are not cured within the Curative Period, County shall have thirty (30) days from the end of the Curative Period to elect, by written notice to Seller, to: (i) terminate this Agreement, whereupon shall be of no further force and effect, or (ii) extend the Curative Period for up to an additional 90 days; or (iii) accept title subject to existing defects and proceed to closing.

4. Representations of the Seller.

4.1 Seller is indefeasibly seized of marketable, fee simple title to the Property, and is the sole owner of and has good right, title and authority to convey and transfer the Property, which is the subject matter of this Agreement, free and clear of all liens and encumbrances.

4.2 From and after the Effective Date of this Agreement, Seller shall take no action which would
impaired or otherwise affect title to any portion of the Property, and shall record no documents in the Public Records which would affect title to the Property, without the prior written consent of the County.

4.3 There are no existing or pending special assessments affecting the Property, which are or may be assessed by any governmental authority, water or sewer authority, school district, drainage district or any other special taxing district.

5. Default.

5.1 In the event of a default by the County, the Seller shall be entitled, as its sole remedy hereunder, to terminate this Agreement, and neither the Seller nor any other person or party shall have any claim for specific performance, damages or otherwise against the County.

5.2 In the event the Seller shall fail to perform any of its obligations hereunder, the County shall be entitled to: (i) terminate this Agreement by written notice delivered to the Seller at or prior to the Closing Date, and pursue all remedies available hereunder and under applicable law; (ii) obtain specific performance of the terms and conditions hereof; or (iii) waive the Seller's default and proceed to Closing.

6. Closing.

6.1 The closing of the transaction contemplated herein ("Closing" and "Closing Date") shall take place within 45 days following the Effective Date of this Agreement. The parties agree that the Closing shall be as follows:

(a) The Seller shall execute and deliver to the County a warranty deed conveying marketable title to the Property, free and clear of all liens and encumbrances and in the condition required by paragraph 3.
(b) The Seller shall have removed all of its personal property and equipment from the Property and Seller shall deliver possession of the Property to County vacant and in the same or better condition that existed at the Effective Date hereof.
(c) If Seller is obligated to discharge any encumbrances at or prior to Closing and fails to do so, County may use a portion of Purchase Price funds to satisfy the encumbrances.
(d) The Seller shall deliver to the County an affidavit, in form acceptable to the County, certifying that the Seller is not a non-resident alien or foreign entity, such that the Seller and such interest holders are not subject to tax under the Foreign Investment and Real Property Tax Act of 1980.
(e) The Seller and the County shall each deliver to the other such other documents or instruments as may reasonably be required to Close this transaction.

7. Prorations. All taxes and special assessments which are a lien upon the property on or prior to the Closing Date (except current taxes which are not yet due and payable) shall be paid by the Seller. If the Closing Date occurs during the time interval commencing on November 2 and ending on December 31, Seller shall pay all current real estate taxes and special assessments levied against the Property, prorated based on the "due date" of such taxes established by the taxing authority having jurisdiction over the Property. If the Closing Date occurs between January 1 and November 1, the Seller shall, in accordance with Florida Statutes Section 196.295, pay an amount equal to the current real estate taxes and assessments, prorated to the Closing Date.
8. Miscellaneous.

8.1 Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue shall be in Indian River County for all state court matters, and in the Southern District of Florida for all federal court matters.

8.2 Condemnation. In the event that all or any part of the Property shall be acquired or condemned for any public or quasi-public use or purpose, or if any acquisition or condemnation proceedings shall be threatened or begun prior to the Closing of this transaction, County shall have the option to either terminate this Agreement, and the obligations of all parties heretofore shall cease, or to proceed, subject to all other terms, covenants, conditions, representations and warranties of this Agreement, to the Closing of the transaction contemplated hereby and receive title to the Property; receiving, however, any and all damages, awards or other compensation arising from or attributable to such acquisition or condemnation proceedings. County shall have the right to participate in any such proceedings.

8.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to this transaction and supersedes all prior agreements, written or oral, between the Seller and the County relating to the subject matter hereof. Any modification or amendment to this Agreement shall be effective only if in writing and executed by each of the parties.

8.4 Assignment and Binding Effect. Neither County nor Seller may assign its rights and obligations under this Agreement without the prior written consent of the other party. The terms hereof shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

8.5 Notices. Any notice shall be deemed duly served if personally served or if mailed by certified mail, return receipt requested, or if sent via "overnight" courier service or facsimile transmission, as follows:

If to Seller:  
Charles W. Behler, Jr. and Kathleen M. Behler  
Address: 712 Jefferson Street  
City, State, Zip: Lehighton, Pa. 18235-9217

If to County:  
Indian River County  
1840 25th Street, Vero Beach, Fl. 32960  
Attn: Ron Callahan/Engineering Division

Either party may change the information above by giving written notice of such change as provided in this paragraph.

8.6 Survival and Benefit. Except as otherwise expressly provided herein, each agreement, representation or warranty made in this Agreement by or on behalf of either party, or in any instruments delivered pursuant hereto or in connection herewith, shall survive the Closing Date and the consummation of the transaction provided for herein. The covenants, agreements and undertakings of each of the parties hereto are made solely for the benefit of, and may be relied on only by the other party hereto, its successors and assigns, and are not made for the benefit of, nor may they be relied upon, by any other person whatsoever.
8.7 **Attorney's Fees and Costs.** In any claim or controversy arising out of or relating to this Agreement, each party shall bear its own attorney's fees, costs and expenses.

8.8 **Counterparts.** This Agreement may be executed in two or more counterparts, each one of which shall constitute an original.

8.9 **County Approval Required.** This Agreement is subject to approval by the Indian River County as set forth in paragraph 2.

8.10 **Beneficial Interest Disclosure.** In the event Seller is a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, Seller shall provide a fully completed, executed, and sworn beneficial interest disclosure statement in the form attached to this Agreement as an exhibit that complies with all of the provisions of Florida Statutes Section 286.23 prior to approval of this Agreement by the County. However, pursuant to Florida Statutes Section 286.23 (3)(a), the beneficial interest in any entity registered with the Federal Securities and Exchange Commission, or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public, is exempt from disclosure; and where the Seller is a non-public entity, that Seller is not required to disclose persons or entities holding less than five (5%) percent of the beneficial interest in Seller.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

**SELLER:**

Name: Charles W. Behler, Jr.

By: Charles W. Behler Jr.

Date Signed: 9-28-06

**SELLER:**

Name: Kathleen M. Behler

By: Kathleen M. Behler

Date Signed: 9-28-06

**INDIAN RIVER COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS**

By: Arthur R. Neuberger, Chairman

Date Signed: ________________

**ATTERT:** J.K. Barton, Clerk

By: Deputy Clerk

Date Signed: ________________

By: Ronald L. Callahan,

Real Estate Acquisition Agent

Date Signed: 9/8/06

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**WILLIAM K. DESRAAL**

ASSISTANT COUNTY ATTORNEY
Description

The East 25 feet of the North 282.35 feet of the South 1181.15 feet of the Southeast 1/4 of the Southwest 1/4 of Section 30, Township 31 South, Range 39 East, Indian River County, Florida, LESS AND EXCEPT THEREFROM Existing right-of-way as shown on Maintenance Map of 70th Avenue as recorded in Plat Book 21, Pages 10 and 11, of the Public Records of Indian River County, Florida.

Notes:

1. This is not a survey.
2. Reproductions of this sketch are not valid unless it bears the signature and original seal of a Florida licensed Surveyor & Mapper.

Graphic Scale

1 inch = 30 feet

Described Parcel

(UNPLATED)

282.35 ft

440 ft

70th Avenue

Sketch of Description Behler-ROW

Professional Surveyors & Mappers

EXHIBIT A

112
This **Grant of Easement**, made and executed this 28th day of ___, A.D. 2006 by Charles W. and Kathleen Behler whose address is 712 Jefferson Street, Lehighton, Pa. 18235-9217 hereinafter called GRANTOR, to INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 1840 25th Street, Vero Beach, Florida 32960, hereinafter called GRANTEE,

*Whenever used herein the term GRANTOR and GRANTEE include all parties to this instrument and their heirs, legal representatives, successors and assigns.*

**WITNESSETH:**
That GRANTOR for and in consideration of the sum of One Dollar and other consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the GRANTEE a drainage, utility, and sidewalk easement along, over, across, and beneath the following described land, situate in Indian River County, Florida, to-wit:

**EXHIBIT “A” ATTACHED HEREFO AND MADE A PART HEREOF**

And GRANTOR hereby covenants with said GRANTEE that is lawfully seized of said servient land in fee simple, and that it has good right and lawful authority to convey the easement established hereby, subject to mortgages and other encumbrances or restrictions of record.

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

Signed, sealed and delivered in the presence of

[Signature]
Printed name of witness: **Henry E. Faust**

[Signature]
Printed name of witness: **Eric E. Faust**

[Signature]
Printed name of witness: **Dorothy E. Faust**

__STATE OF FLORIDA__
__COUNTY OF INDIAN RIVER__

The foregoing instrument was acknowledged before me this 28th day of ___, 2006 by

[Signature]

He is personally known to me or produced ___river license ___ as identification.

[Signature]

__NOTARY PUBLIC__
[Signature]

Name and Title: __Notary Public__

[Signature]

Notary Public, Commonwealth of Pennsylvania

[Signature]

[Signature]

P: Engineering

Robert Webb

powerliner@verizon.net

113
Notes:
1. This is not a survey.
2. Reproductions of this sketch are not valid unless it bears the signature and original raised seal of a Florida licensed Surveyor & Mapper.

Graph Scale

1 inch = 30 feet

Described Parcel

282.85 feet of the Southwest corner of the
UNPLATTED

Described Parcel

282.85 SQUARE FEET.

Sketch of Description Behler-Easement

Professional Surveyors & Mappers

WZ

EXHIBIT A
INDIAN RIVER COUNTY, FLORIDA

MEMORANDUM

TO: Joseph A. Baird, County Administrator

THROUGH: James W. Davis, P.E., Public Works Director

FROM: Christopher J. Kafer, Jr., P.E., County Engineer

4th Street Bridge Replacement Over Cooch Ditch (35th Avenue)
IRC Project No. 0209

DATE: October 17, 2006

DESCRIPTION AND CONDITIONS

On April 1, 2003 the Board of County Commissioners approved the Professional Civil Engineering Services Agreement with Kimley-Horn and Associates, Inc. for 4th Street Bridge Replacement over the Cooch Ditch (35th Avenue) in the amount of $27,678.00. During the design, the coordination with Indian River County Utilities Services revealed the necessity to relocate an existing 12" water main. The design of this relocation work proposed as Amendment No. 1 to the original contract for design and permitting totaled $7,150.00. There was an additional charge of $250.00 for FDEP permit.

Kimley-Horn and Associates, Inc. has received $31,570.18 to date and is requesting release of retainage in the amount of $3,507.82.

RECOMMENDATIONS AND FUNDING

Staff recommends releasing retainage in the amount of $3,507.82. Funding to be from Account Number 31521441-066510-03029.
ATTACHMENTS


DISTRIBUTION


APPROVED AGENDA ITEM

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FOR: October 24, 2006

BY: Joseph Brand
FOR PROFESSIONAL SERVICES RENDERED THROUGH 07/31/2006

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FEE EARNED TO DATE: 35,078.00
LESS PREVIOUS BILLINGS: 35,078.00
CURRENT AMOUNT DUE: 0.00
LESS RETAINAGE: (3,507.82)
TOTAL INVOICE: 3,507.82

If you have questions or concerns, please call Susan Raisor at 772-794-4037.
TO: Joseph A. Baird, County Administrator
THROUGH: James W. Davis, P.E., Public Works Director
FROM: Terry B. Rauth, P.E., Capital Projects Manager
SUBJECT: Partial Release of Retainage for the Professional Engineering/Land Surveying Services for the 5th St SW Bridge Over Lateral "C" Canal and 43rd Avenue Bridge Over South the Relief Canal

DATE: October 10, 2006

DESCRIPTION AND CONDITIONS
Bridge Design Associates, Inc. is under contract with Indian River County to provide professional engineering and surveying services for replacing the 5th Street SW Bridge over the 43rd Avenue Canal, the 43rd Avenue Bridge over the South Relief Canal and the Old Dixie Highway Bridge over the South Relief Canal. The design of the Old Dixie Highway Bridge over the South Relief Canal is 90% complete. The design of the 5th Street SW Bridge and the 43rd Avenue Bridge is complete and Bridge Design Associates has requested a partial release of retainage in the amount of $12,771.25.

The 5th Street SW Bridge over the 43rd Avenue Canal and the 43rd Avenue Bridge over the South Relief Canal will be constructed with the widening of 43rd Avenue from Oslo Road to 8th Street. Bridge Design Associates is retained as a sub-consultant to Arcadis G&M, Inc. for the widening of 43rd Avenue to a 4-lane divided roadway to make any revisions that are needed to coordinate the bridge plans with the roadway plans.

RECOMMENDATIONS AND FUNDING
Staff recommends the Board approve Release of Retainage in the amount of $12,771.25.

Funding is from the following accounts:
- 5th St. SW Bridge over the Lateral "C" Canal
- 43rd Ave. Bridge over the S Relief Canal
- 5th Street SW Bridge

ATTACHMENTS
Invoice 05-539/7
Invoice 03-537/6

DISTRIBUTION
Jason Brown, Manager, Budget and Management Office
Brian C. Rheault, P.E., Bridge Design Associates, Inc.

APPROVED AGENDA ITEM
FOR: October 24, 2006
BY: Joseph A. Baird
BRIDGE DESIGN ASSOCIATES, INC.
CONSEULTING ENGINEERS

BRIAN C. RHEAULT, P.E.
President

Invoice

Bill To
Indian River County
1840 25th Street
Vero Beach, Florida 32960
Attn: Terry Rauth, P.E.

Date 10/3/2006
Invoice # 05-5397

FOR ENGINEERING SERVICES ON:

Contract Amount: $71,274.96
100% Complete: $71,274.96
Fees Paid to Date: $65,572.96
RETAINAGE HELD BY INDIAN RIVER COUNTY: $5,702.00
Total Contract: $71,274.96
RETAINAGE DUE THIS INVOICE: $5,702.00

RECEIVED
RECEIVED
CAPITAL PROJECTS
OCT 10 2006

INDIAN RIVER COUNTY PUBLIC WORKS
APPROVED: ___________
DATE: 10/1/2006
DIRECTION
DIV. HEAD
P.O.'S

Please Mail All Correspondence To The Address Below

2035 Vista Parkway, Suite 200 • West Palm Beach, Florida 33411
(561) 686-3660 • Fax (561) 686-9664

Total $5,702.00
Invoice

Bill To
Indian River County
1840 25th Street
Vero Beach, Florida 32960
Attn: Terry Rauth, P.E.

Date: 10/3/2006  
Invoice #: 03-537/6

Description
FOR ENGINEERING SERVICES ON:

Contract Amount: $74,413.12
100% Complete: $74,413.12
Fees Paid to Date: $67,343.87
RETAINAGE HELD BY INDIAN RIVER COUNTY: $7,069.25
Total Contract: $74,413.12
RETAINAGE DUE THIS INVOICE: $7,069.25

Total
$7,069.25

Please Mail All Correspondence To The Address Below

2035 Vista Parkway, Suite 200 • West Palm Beach, Florida 33411
(561) 686-3660 • Fax: (561) 686-3662
CONSENT AGENDA

INDIAN RIVER COUNTY, FLORIDA
BOARD MEMORANDUM

TO: Joseph A. Baird, County Administrator
THROUGH: James W. Davis, P.E., Public Works Director
Erik Olson, P.E., IRC Utilities Director
FROM: Terry B. Rauth, P.E., Capital Projects Manager
SUBJECT: Oslo Road Bridge Replacements and Roadway Widening Engineering Services Partial Release of Retainage
DATE: October 10, 2006

DESCRIPTION AND CONDITIONS

Kimley-Horn, Inc. is under contract with Indian River County to provide professional engineering and surveying services for improvements on Oslo Road. Construction is divided into four phases. The first phase was the construction of the Oslo and 43rd Avenue Intersection Widening and Bridge Replacement, which was completed February 11, 2005. The second phase was the replacement of the bridge at the Lateral "J" with a box culvert, which was completed August 16, 2006. The third phase is widening Oslo Road to a 5-lane section from Old Dixie Highway to 27th Avenue and the fourth phase is the 5-lane widening from 27th Avenue to 43rd Avenue. The widening of Oslo Road from 43rd Avenue to 58th Avenue is being designed in-house by the Engineering Department.

On November 1, 2005 the Board approved a partial release of retainage for services rendered by Kimley-Horn through August 31, 2005. The attached release includes the retainage for Amendments 3, 4, 5, 6 and 7 for the roadway and utility design and permitting for the widening between Old Dixie Highway and 27th Avenue in the amount of $21,085.28.

RECOMMENDATIONS AND FUNDING

Staff recommends the Board approve Release of Retainage in the amount of $21,085.28.

Funding is as follows:

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ATTACHMENTS

Invoice 2537420
Invoice 2581018
Invoice 7035044-0906RET

DISTRIBUTION

Jason Brown, Manager, Budget and Management Office
Janet Dunlap, P.E., Project Engineer
Brian Good, P.E., Kimley-Horn, Inc.
Gordon Sparks, P.E., Environmental Engineer

APPROVED AGENDA ITEM

FOR October 24, 2006
BY

[Signature]

Indian River County
Approved Date
Administration
Budget
Co. Attorney
Risk Management
Public Works
Capital Projects
Utilities
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If you have questions or concerns, please call Susan Raisor at 772-794-4037.
INDIAN RIVER COUNTY
ATTN: JANET DUNLAP
1840 25TH STREET
VERO BEACH, FL 32960

PLEASE REF. "C"

KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 952520
ATLANTA, GA 31193-2520

FOR PROFESSIONAL SERVICES RENDERED "THROUGH ON 09/29/06"

LUMP SUM
REF #: 047035044.1 - 5657625

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COST PLUS MAX
REF #: 047035044.3 - 2600604

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**TOTAL INVOICE**

RECEIVED

OCT 1, 2006

CAPITAL PROJECTS

INDIAN RIVER COUNTY PUBLIC WORKS
APPROVED: [Signature]
DATE: [Date]
DIRECTOR: [Name]
SR. HEAD: [Name]
[Project Number] 92015347.004-5003

ST: 10-10-06
8:35AM

$331,784,497.03

123
INDIAN RIVER COUNTY
ATTN: MS. TERRY THOMPSON, P.E.
1840 25TH STREET
VERO BEACH, FL 32960

PLEASE REMIT TO:
KIMLEY-HORN AND ASSOCIATES, INC
P.O. BOX 932520
ATLANTA, GA 31193-2520

INVOICE DATE: 07/31/2006
INVOICE #: 2551019
PROJECT #: 047035008.3

PROJECT: OSLO ROAD BRIDGE REPLACE

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If you have questions or concerns, please call Susan Raisor at (772) 794-4037

124
TO: Joseph A. Baird, County Administrator
THROUGH: James W. Davis, P.E., Public Works Director
FROM: Terry B. Rauth, P.E., Capital Projects Manager
SUBJECT: Indian River County Public Works Maintenance Complex Professional Architectural/Engineering Services Contract Final Payment and Release of Retainage
DATE: October 11, 2006

DESCRIPTION AND CONDITIONS
Hanson Professional Services, Inc. is under contract with Indian River County to provide professional engineering and architectural services for construction of the Public Works Maintenance Complex. Construction was completed in May 2005 and the contract with Proctor Construction was closed. The architect's contract was left open to resolve issues with the air conditioning system operation. Hanson recently finalized the revised air conditioning control design and they are requesting final payment and release of retainage.

The attached final payment application and release of retainage includes the following:

- Current Contract Amount $470,710.00
- Fee Earned $461,080.18
- Fee Paid to Date $395,992.12
- TOTAL DUE $65,088.06

RECOMMENDATIONS AND FUNDING
Staff recommends the Board approve Final Payment and Release of Retainage in the amount of $65,088.06. Funding is from Account 10921441-066510-04022.

ATTACHMENTS
Invoice No. 1008020

DISTRIBUTION
Jason Brown, Manager, Budget and Management Office
Steve Knight, Hanson Professional Services, Inc.
Lynn Williams, Superintendent, Buildings & Grounds
Terry Cook, Superintendent, Road & Bridge

APPROVED AGENDA ITEM
FOR October 24, 2006
BY Joseph A. Baird
INdIAN RIVER COUNTY
TERRY THOMPSON
1840 25TH STREET
VERO BEACH FL 32960

May 15, 2006
September 8, 2006 (Revision #1)
October 9, 2006 (Revision #2)
Invoice No: 1008020

Project: 97FB232 INDIAN RIVER COUNTY PUBLIC WORKS
PUBLIC WORKS/SCHOOL DISTRICT FLEET

Professional services through April 22, 2006
Final Invoice Amount Due (See Attached Summary Sheet)

Beginning Contract Amount 49,768.18
Additional Services 15,319.88
Total Fee Balance 65,088.06

Total Amount Due This Invoice 65,088.06

Hanson Professional Services Inc.
1525 S. Sixth St. • Springfield, IL 62704-2886 • Phone: (217) 788-2450 • Fax: (217) 788-2503

@ Printed on recycled paper
Offices nationwide • www.hanson-inc.com
### SUMMARY OF FEE

**Date:** Oct. 6, 2006

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| Total Fee                    | $470,710.00| $461,080.18|          | $459,080.18 |              |

**Fee Balance**

$0.00

**Gross Fee Balance**

$0.00
INDIAN RIVER COUNTY, FLORIDA
BOARD MEMORANDUM

TO: Joseph A. Baird, County Administrator
THROUGH: James W. Davis, P.E., Public Works Director
FROM: Terry B. Rauth, P.E., Capital Projects Manager
SUBJECT: Amendment No. 3 to the Professional Engineering Service Agreement for 43rd Avenue Roadway and Drainage Improvements from 8th Street to 18th Street

DATE: October 16, 2006

DESCRIPTION AND CONDITIONS

On September 19, 2006, the Board approved proceeding with design utilizing Option No. 1A for the widening of 43rd Avenue to a 4-lane divided section from 8th Street to 18th Street. Option 1A provides a 2’ space behind the sidewalk for overhead utilities. From 8th Street to 12th Street the 2’ space is on the west side of the road for Florida Power & Light service and from 12th Street to 18th Street the 2’ space is on the east side of the road for City of Vero Beach Electric service. Other features of the approved typical section are shown below.

Option 1A

- 2’ Utility Strip
- 4’ Sidewalks
- 2’ Buffers
- 1’ Shoulders
- 11’ Traffic Lanes
- 14’ Median

Advantages

- Standard Traffic Lanes
- Minimum Sidewalks
- Minimum 3’ Concrete
- Separation of Intersections
- Standard 11’ Left Turn Lane at Intersections
- Bicycle Space

Disadvantages

- Additional R/W will be required at intersections for right turn lanes and to provide adequate width for U-turns.

INDIAN RIVER COUNTY PUBLIC WORKS DEPARTMENT
1443 23rd Street
Vero Beach, FL 32960

27th & 43rd AVENUES
CONSTRAINED RIGHT-OF-WAY
OPTION 'A
Amendment No. 3 to the Professional Engineering Service Agreement for 43rd Avenue Roadway and Drainage Improvements from 8th Street to 18th Street Page 2

Amendment No. 1 provided for re-designing 43rd Avenue from 8th Street to 16th Street as a 3-lane section. Amendment No. 2 provided for preparing exhibits and facilitating a Public Workshop to share the 4-lane divided concept with the public and receive public feedback. Amendment No. 3 (attached) provides for re-designing the roadway from 8th Street to 18th Street as a 4-lane divided roadway with right-turn lanes at intersections and u-turn bump-outs at intersections and median openings.

The total negotiated lump sum cost of design and construction assistance is $354,483.00. The remaining balance of the current professional services fee of $140,554.05, results in a total additional professional service fee of $213,928.95. In addition to revising the roadway design to a 4-lane divided section the following new items have been added that were not included in prior contracts:

- Mast-arm signal design at 8th Street, 12th Street, and 16th Street Intersections
- Median landscaping and irrigation plans
- Re-design drainage system to reduce impact to adjacent property owners
- Sedimentation & Erosion control plans

ALTERNATIVES AND ANALYSIS

The alternatives are as follows:

Alternative No. 1: Authorize Chairman to execute the Amendment No. 3 of the Agreement with Carter Associates, Inc.

Alternative No. 2: Direct staff to re-negotiate the contract terms of the Agreement with Carter Associates.

RECOMMENDATIONS AND FUNDING

Staff recommends approval of Alternative No. 1. Funding is from Traffic Impact Fees, Account No. 10215241-066510-01010.

ATTACHMENT

Amendment No. 3

DISTRIBUTION

Chris Mora, P.E., Assistant Public Works Director
Sean McGuire, P.E., Carter Associates, Inc.
Erik Olson, P.E., Indian River County Utilities Director
Delbert Lynn, Customer Project Manager, Florida Power & Light
Joe DeMarzo, Director Electrical Engineering & New Construction, City of Vero Beach

APPROVED AGENDA ITEM

FOR: October 24, 2006

BY: [Signature]

[Table of Approvals]
AMENDMENT NO. 3 TO
43rd AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This AMENDMENT, entered into this __________ day of ______________, 2006, by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and CARTER ASSOCIATES, INC., Vero Beach, Florida, hereinafter referred to as the ENGINEER.

This AMENDMENT modifies the terms and conditions of the existing Professional Engineering Services Agreement dated October 7, 2003, Amendment No.1 to that AGREEMENT, dated March 29, 2005, and Amendment No.2 to that AGREEMENT, dated May 2, 2006, between the ENGINEER the COUNTY.

This AMENDMENT stipulates changes in “Section I - Project Limits and Description”, “Section II - County Obligations”, “Section III - Scope of Services”, “Section IV - Time for Completion”, “Section V - Compensation”, “Section VIII Extra Work”, and “Section XVI - Duration of Agreement.”

SECTION I - PROJECT LIMITS AND DESCRIPTION

Consultant services are required to revise the plans previously produced by the ENGINEER to provide center medians and dual travel lanes in each direction from 8th Street to 18th Street with right turn and left turn lanes at 8th, 12th, and 16th Streets, to redesign the roadway drainage system with mainline pipes on both sides of the roadway, redesign the signalization plans to provide mast arm signals at 8th, 12th, and 16th Street/43rd Avenue intersections, and provide irrigation and landscaping in the medians. Services include incorporating these scope changes into the project plans, and modifying the necessary permits.

SECTION II - COUNTY OBLIGATIONS

The COUNTY will acquire (in a timely manner) the necessary Right-of-Way for the added turn lanes and U-turn bump-out areas.

SECTION III - SCOPE OF SERVICES

The ENGINEER agrees to perform professional roadway design and related services in connection with the project as required and set forth in the following:

A. General

1. The ENGINEER will endeavor not to duplicate any previous work done on the project. After issuance of written authorization to proceed, the ENGINEER shall consult with the COUNTY to clarify and define the COUNTY’S requirements for the project and review all available data.

2. The ENGINEER will revise the previously prepared design drawings and permit applications to meet the COUNTY’S new design criteria.
3. The ENGINEER will prepare parcel sketches and legal descriptions as an optional service, as requested by the COUNTY, under a unit price allowance.

B. Preliminary (60% Design) Plans

The ENGINEER will prepare and submit preliminary (60% design) plans to the COUNTY for review and comment. The COUNTY will provide review comments in writing to the ENGINEER. The ENGINEER will meet with the COUNTY to discuss the COUNTY's review comments (if required) and the ENGINEER will provide written responses to the COUNTY's comments. The ENGINEER will incorporate the COUNTY's review comments into the design drawings, where applicable. Preliminary plans shall be prepared to include:

1. Typical Sections: The ENGINEER will revise the previous typical pavement section for 43rd Avenue to provide double 11-foot wide travel lanes in each direction, a center median, one-foot wide paved shoulders, two-foot wide buffer strips, and four-foot wide sidewalks on both sides, as per the Board approved "Option 1A" for constrained right-of-way.

2. Plan and Profile Views: The ENGINEER will revise the previously prepared plan and profile sheets from 8th to 18th Streets to provide left turn lanes and U-turn bump-outs at 9th Place/10th Street and 13th Place/14th Street, and left and right turn lanes and U-turn bump-outs at the 8th, 12th, and 16th Street intersections. Plan views will show the geometric roadway layout, including side streets, driveways, and sidewalks. The profiles will include the existing and proposed centerline elevations of the pavement, east and west limits of the existing pavement, the existing and proposed utility lines, and the existing and proposed drainage pipes and structures.

3. Signing and Marking Plans: The ENGINEER will revise the previously prepared signing and marking sheets from 8th to 18th Streets, as appropriate to accommodate the revised roadway design, and to add StreetPrint (simulated pavers stamped in asphalt) in the left turn lanes at intersections and median openings, and stamped concrete on the median nosings.

4. Signalization Plans: The ENGINEER (through a sub-consultant) will revise the previously prepared signalization plans at the 8th, 12th, and 16th Street/43rd Avenue intersections to provide mast-arm signals in lieu of the current span-wire designs.

5. Stormwater Management System: The ENGINEER will revise the previously prepared stormwater management system design to provide mainline piping on both sides of the roadway from 12th to 16th Streets, to convey the runoff to two new stormwater ponds (one on each side of 43rd Ave) with traditional control structures and outfall pipes to the IRSWCD canals. The ENGINEER will preserve the existing stormwater management system.
design from 8th to 12th Streets utilizing the Unity Church pond, and from 16th to 18th Streets utilizing the Carolina Trace Townhomes pond, as per the existing developer’s agreements with those two property owners. The ENGINEER will revise the stormwater management calculations and report to properly describe the revised scope of the stormwater management system.

6. **Landscaping:** The ENGINEER (through a sub-consultant) will revise the previously prepared landscape plans to add landscaping with canopy trees and shrubs in mulched beds (no sod) and a new irrigation system in the median. The ENGINEER will preserve the previously designed road-side landscaping from 8th to 18th Streets.

C. **Final (100% Design) Plans**

The ENGINEER will prepare and submit final (100% design) plans to the COUNTY for review and comment. The COUNTY will provide review comments in writing to the ENGINEER. The ENGINEER will meet with the COUNTY to discuss the COUNTY’S review comments (if required) and the ENGINEER will provide written responses to the COUNTY’S comments. The ENGINEER will incorporate the COUNTY’S review comments into the design drawings, where applicable. The final plans will be prepared to include:

1. **Cross-Sections:** The ENGINEER will revise the previously prepared cross-sections every 100 feet of the project length. Cut and fill calculations will be based on the new typical section.

2. **Maintenance of Traffic/Construction Phasing:** The ENGINEER will provide general notes to describe the general requirements for the contractor’s maintenance of traffic operations. The contractor will be required to submit construction phasing/maintenance of traffic plans to the COUNTY for approval.

3. **Sedimentation & Erosion Control Plans:** The ENGINEER will provide sedimentation and erosion control plans and a Stormwater Pollution Prevention Plan, as required for NPDES permitting by the contractor.

4. **Computation Notes:** The ENGINEER will provide computation notes for quantities of major elements of the construction (e.g. asphalt, base, sod, turnouts) from station to station to assist the COUNTY in verifying the contractor’s applications for payment during the construction of the project.

5. **Miscellaneous Sheets:** In addition to the drawings already mentioned above, the ENGINEER will provide the following miscellaneous drawings:
   a. Cover Sheet
   b. Horizontal Survey Control and Overall Profile
   c. Drainage Basin Map
D. Permitting
The ENGINEER will prepare and submit applications for permit modifications with the Indian River Farms Water Control District and the St. Johns River Water Management District for construction of the proposed project. The ENGINEER will prepare the applications for signature by the COUNTY and will provide the necessary exhibits, including permit sketches, construction drawings and calculations as required for the permit modification applications. The COUNTY will provide the application fees as required for the permit modification application submittals.

E. Cost Estimates
The ENGINEER will provide an opinion of probable construction costs with the 60% plan submittal, and will update that estimate with the 100% plan submittal.

F. Contract Documents
The ENGINEER will prepare and submit contract documents (plans and technical specifications) to the COUNTY for inclusion with the County's bid documents. The COUNTY will assemble the "front ends", advertise, receive bids, and award the contract for construction.

G. Construction Phase Assistance
The ENGINEER will provide construction phase assistance services as follows:

1. **Pre-Bid:** Attend a pre-bid meeting and respond to potential bidders' questions during the bidding period with clarifications.

2. **Bid Evaluation:** Assist the COUNTY in evaluating the bids received and provide a recommendation for award based on the engineering considerations.

3. **Meetings:** Attend pre-construction meetings and periodic job progress meetings to answer questions and share/request information as a member of the project "team" (40 meetings total based on 18 months of active construction).

4. **Site Visits:** Conduct periodic visits to the site as necessary to observe the progress of the work to determine in general if the executed work is proceeding in accordance with the Contract Documents and permit conditions, for the purpose of providing final certifications upon completion.
of the project. Site visits are in addition to the job progress meetings and will be made at an average frequency of twice per week (80 site visits total based on 18th months of active construction).

5. **Submittals:** Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment and other data the contractor submits in accordance with the Contract Documents.

6. **Payment Applications:** Review the Contractor's applications for payment and make a recommendation to the COUNTY for payment.

7. **Interpretations:** Furnish consultation regarding interpretations of the project plans, technical specifications, and permit conditions.

8. **Changes:** Review proposal requests, supplemental drawings and information, and change order requests.

9. **Utility Coordination:** Coordinate with utilities regarding conflict resolution, relocation, and/or abandonment of existing facilities.

10. **Punch List:** Conduct final inspection of the project for compliance with the Contract Documents, prepare final “punch list” of deficiencies, and conduct a verification inspection to ensure that deficiencies are corrected.

H **Final Certifications**

1. **As-Built Survey:** The ENGINEER will conduct an “as-built” survey of the constructed improvements, including invert of storm sewer piping at structures. The survey shall be the minimum required for final certifications.

2. **Record Drawings:** The ENGINEER will prepare “record” drawings based on the “as-built” survey, “marked-up” drawings and other information provided by the Contractor and the COUNTY.

3. **Final Certifications:** The Engineer will provide final certifications to the Indian River Farms Water Control District and the St. Johns River Water Management District.

**SECTION IV - TIME FOR COMPLETION**

The time for completion of the preliminary (60% design) plans shall be twenty (20) weeks. After COUNTY review, the time for completion of the final (100% design) plans shall be twenty (20) weeks. After COUNTY review, the time for completion of the permit applications shall be six (6) weeks. After receipt of permits, the time for completion of the contract documents (plans and specifications) shall be six (6) weeks.
SECTION V - COMPENSATION

The COUNTY agrees to pay and the ENGINEER agrees to accept for services rendered pursuant to this AMENDMENT, fees in accordance with the following:

A. Professional Services Fee
The basic compensation mutually agreed upon by the ENGINEER and the COUNTY follows:

The following is a summary of costs:

**Preliminary (60% design) Plans**
- Engineering (CAI) ................................................................. $64,840.00
- Landscape Plans (Brad Smith Associates) .......................... $18,635.00
- Signalization Plans (McMahon Associates) ......................... $30,400.00
- Electrical Plans (Kamm Consulting) ................................. $2,000.00

**Final (100% design) Plans**
- Engineering (CAI) ................................................................. $65,930.00
- Landscape Plans (Brad Smith Associates) .......................... $18,730.00
- Signalization Plans (McMahon Associates) ......................... $26,200.00
- Electrical Plans (Kamm Consulting) ................................. $2,000.00

**Permitting (CAI)** ................................................................. $21,780.00

**Construction Phase Assistance**
- Carter Associates ................................................................. $86,348.00
- Brad Smith Associates ......................................................... $12,120.00
- McMahon Associates ......................................................... $5,000.00
- Kamm Consulting ............................................................... $500.00

**TOTAL PROFESSIONAL SERVICES** ...................................... $354,483.00

The total professional services fee for Amendment No. 3 is $354,483.00, lump sum. This fee, less the remaining balance of the current professional services fee of $140,554.05, results in a total additional professional services fee of $213,928.95.

B. Unit Price Allowances
The following optional services shall be provided by the ENGINEER on an "as requested" basis, and shall be paid for by the COUNTY at the ENGINEER'S current hourly rates:

**ALLOWANCE FOR PREPARING PARCEL SKETCHES AND LEGAL DESCRIPTIONS (hourly not-to-exceed)** ................................................................. $25,000.00
SECTION VIII - EXTRA WORK

Extra work and optional services shall be completed in accordance with the ENGINEER'S AUGUST 2006 rate schedule, as follows:

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<th>Position</th>
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<tr>
<td>Inspector</td>
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SECTION XVI - DURATION OF AGREEMENT

The AGREEMENT shall remain in full force and effect for a period of four years after the date of execution of this AMENDMENT or until completion of all project phases as specified by the Public Works Director, whichever occurs first, or unless otherwise terminated by mutual consent of the parties hereto or pursuant to Section XII of the AGREEMENT.
The AGREEMENT is hereby amended as specifically set forth here in. All other sections of the AGREEMENT shall remain in full force and effect and are incorporated herein.

This AMENDMENT NO. 3 to the AGREEMENT regardless of where executed, shall be governed by and construed by the laws of the State of Florida.

IN WITNESS WHEREOF the parties have executed this Amendment this __ day of __________ 2006.

CARTER ASSOCIATES, INC.
1708 21st STREET
VERO BEACH, FLORIDA 32960

By: Patrick S. Walther, P.E
Project Manager

WITNESSED

By: ____________________________

INDIAN RIVER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: ____________________________
Arthur R. Neuberger, Chairman
Board of County Commissioners

Approved by BCC ________________

Attest:
Jeffrey K. Barton, Clerk of Circuit Court

By: ____________________________
Deputy Clerk

William G. Collins, III, County Attorney
Approved as to Form and Legal Sufficiency

Joseph A. Bond
County Administrator

---Table---

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<tr>
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Page 8 of 8
MEMORANDUM

TO: Board of County Commissioners

FROM: Marian E. Fell, Assistant County Attorney

DATE: October 17, 2006

RE: Tri-Party Sublease Agreement among Verizon Wireless, Cingular Wireless, and Indian River County for Co-Location on Tower at South County RO Plant, Oslo Road

The County and Verizon Wireless entered into a land lease dated July 19, 2005, to lease a portion of the County's South County RO Plant property to construct and install a stealth flagpole wireless communication facility tower ("Lease"). The County's Wireless Master Plan, together with the Lease, encourages co-location of wireless communication facilities. The Lease requires a written Sublease, together with revenue sharing, in the event wireless communication facilities are co-located on the tower. Staff has negotiated a Tri-Party Sublease Agreement among Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, New Cingular Wireless PCS, LLC. d/b/a Cingular Wireless, and Indian River County. The document is consistent with the Lease. The County has been receiving the $750 monthly revenue payments since July 1, 2006.

Recommended Action:

Approve the Tri-Party Sublease Agreement among Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, New Cingular Wireless PCS, LLC. d/b/a Cingular Wireless, and Indian River County and authorize the Chairman to execute same.
TRI-PARTY SUBLEASE AGREEMENT

This Tri-Party Sublease Agreement ("Agreement") is made and entered into this ___ day of ____________, 2006 by and among INDIAN RIVER COUNTY, a political subdivision of the State of Florida, with a mailing address located at 1840 25th Street, Vero Beach, Florida 32960, hereinafter designated "Owner", and VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a Verizon Wireless, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated "Lessee", and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company d/b/a Cingular Wireless, with its mailing address located at 6100 Atlantic Boulevard, Norcross, Georgia 30071, hereinafter referred to as "Sublessee".

RECITALS

WHEREAS, Owner is the owner of certain real property situated at 1550 9th Street SW, City of Vero Beach, Indian River County, Florida 32962 (hereinafter the "Property").

WHEREAS, Owner and Lessee entered into that certain Land Lease Agreement dated July 19, 2005 (hereinafter referred to as the "Prime Lease"), attached hereto as Exhibit 1, whereby Lessee leased a portion of the Property legally described in the Prime Lease (herein the "Premises") for the purpose of constructing and operating a communications tower and facilities.

WHEREAS, Sublessee desires to sublease from Lessee both ground space and tower space to install, maintain and operate a communications facility.

WHEREAS, Section 32 of the Prime Lease requires any sublessee co-locating within the Premises to execute this Agreement.

WHEREAS, this Agreement shall constitute Lessee's written notice to Owner of a sublease of the Premises as required by Section 32 of the Prime Lease.

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by reference.

2. Pursuant to Section 32 of the Prime Lease, Sublessee acknowledges and agrees that any sublease rent due under that certain Supplement dated June 9, 2006, by and between Lessee and Sublessee, hereinafter referred to as the "Sublease", is to be split equally between Owner and Lessee and that Sublessee is obligated on the first (1st) day of each month during the term of the Sublease to pay Owner for its fifty percent (50%) share of said rent. In the event Sublessee fails in timely make any payment to Owner due under this Agreement, and such failure continues for more than fifteen (15) days after receipt of written notice from Owner to
Sublessee, then Sublessee agrees that Owner shall be entitled to exercise against Sublessee all remedies available to a landlord under a lease in the State of Florida, including the right to terminate the Sublease. The foregoing shall not in any way limit Lessee’s rights and remedies against Sublessee for Sublessee’s failure to perform under the Sublease.

3. Sublessee’s rights under the Sublease and its use of the Premises are subject in all respects to the terms and conditions of the Prime Lease, including without limitation, the interference provisions set forth in Section 11 of the Prime Lease; provided, however, Sublessee shall not be obligated for monetary obligations payable by Lessee to Owner under the Prime Lease except as contemplated in the Sublease and this Agreement.

4. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier’s regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier’s receipt from the sender, addressed as follows (or any other address that the party to be notified may have designated to the other by notice delivered in accordance with this paragraph):

Owner:  
Indian River County  
County Administration Building  
1840 25th Street  
Vero Beach, Florida 32960  
Attention: Director of General Services

Lessee:  
Verizon Wireless Personal Communications LP  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Sublessee:  
New Cingular Wireless PCS, LLC d/b/a Cingular Wireless  
Cell Site: #10036830, Florida Ridge  
6100 Atlantic Boulevard  
Norcross, Georgia 30071  
Attention: Real Estate Network Administrator

with a copy to: Cingular Wireless LLC  
Attention: Legal Department  
Cell Site: #10036836, Florida Ridge  
5565 Glenridge Connector  
Atlanta, Georgia 30342

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

5. In the event the Prime Lease expires or is otherwise terminated, Owner and Sublessee may agree on a new lease agreement for Sublessee’s use of space at the Property.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WITNESSES:
By: 
Name: Susan E. Long

By: Catharine Lawson
Name: Catharine Lawson

LESSEE:
VERIZON WIRELESS PERSONAL COMMUNICATIONS, INC.
d/b/a Verizon Wireless

By: 
Name: Hans F. Leutenegger
Title: Area Vice President, Network, South Area
Date: 8/17/2006

OWNER:
INDIAN RIVER COUNTY

By: 
Name: 
Title: 

Date approved by BCC:
Attest: Clerk of Court
By: 
Title: Deputy Clerk

Approved:

Name: 
Title: County Administrator

Approved as to form and legal sufficiency:

Name: Marian E. Pett
Title: Assistant County Attorney

SUBLESSEE:
NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company,
d/b/a Cingular Wireless

By: 
Name: Mark Hutch
Title: 
Date: 7-1-04

WITNESSES:
By: 
Name: John H. Perry

By: David Medaur
Name: David Medaur
EXHIBIT 1

Prime Lease

See Attached
LAND LEASE AGREEMENT

This Agreement, made this 19th day of July, 2000, between Indian River County, a political subdivision of the State of Florida, with its mailing address located at 1840 25th Street, Vero Beach, FL 32960, hereinafter designated LESSOR, and VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a Verizon Wireless, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

I. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 1550 9th Street SW, Vero Beach, Florida 32960, and being described as a 70' by 70' parcel containing 4900 square feet, as described in Deed Book 604 at Page 2159, as recorded in the Recorder's Office of Indian River County, State of Florida, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, (controlled by the seven (7) days a week twenty-four (24) hours a day manned water plant) on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cable, conduit, and pipes over, under, or along a twenty foot (20') foot wide right-of-way extending from the nearest public right-of-way, 9th Street SW (Oslo Road), to the demised premises. The demised premises and right of way for ingress and egress and right of way for utilities (hereinafter collectively referred to as the "Premises") are as described herein in Exhibit A attached hereto and made a part hereof, and as shown on that certain survey attached hereto and incorporated herein as Exhibit B.

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR has granted to LESSEE the right to survey the Property and the Premises, and said survey is attached hereto and made a part hereof as Exhibit B, and shall control in the event of boundary and access discrepancies between it and Exhibit A. Cost for such work shall be borne by the LESSEE.

3. TERM. 3.1. This Agreement shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of $290,000.00, subject to increase as set forth in this Agreement, including any applicable sales tax, ("Rent"). Rent shall be paid annually in one lump sum payment on the Commencement Date (as hereinafter defined), and on each successive anniversary of the Commencement Date during the term of this Agreement, in advance, to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. In the event rent is not received within ten (10) days of the due date, LESSEE shall pay a late charge in the amount of Two Hundred and 00/100 Dollars ($200.00). The Commencement
Date is defined as the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last; provided, however, in no event shall the Commencement Date occur later than the first (1st) day of the month following the date that is three (3) months after the date this Agreement is executed by the Parties.

3.2. LESSEE shall furnish and install a separate electrical meter at the Premises for the measurement of electrical power used by LESSEE’s installation. LESSEE shall pay the local utility provider directly for its power consumption at the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. ANNUAL RENT INCREASE. Commencing on the first annual anniversary of the Commencement Date and on each annual anniversary thereafter during the term of this Agreement (including all extension terms), annual rent shall increase by an amount equal to ten (10) percent of the annual rent due for the immediately preceding lease year.

6. INTENTIONALLY OMITTED.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a stealth flagpole, up to one hundred fifty (150) feet high, wireless communications facilities and uses incidental and all necessary appurtenances. The stealth flagpole tower shall look and function as a flagpole with all antennae located under an outer skin of fiberglass, plastic or similar material which will be conducive to LESSEE’s use of the stealth flagpole as permitted in this Agreement. Entrance to the exterior skin of the stealth flagpole will be below ground rather than by elevated waveguide bridges. The flag will be of such size and quality to gain the reasonable approval of the Indian River County (the “County”). The flag and stealth flagpole will be illuminated at night at the expense of LESSEE and will be fitted with hardware so the flag thereon can be flown at half mast and/or lowered when necessary. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSOR (not including the access casement). All improvements shall be at LESSEE’s expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE’s initial installations shall be subject to LESSOR’s prior written approval, which approval shall not be unreasonably withheld, delayed or conditioned. Thereafter, LESSEE shall have the right to replace, repair, add or otherwise modify its initial installations or any portion thereof without LESSOR’s approval, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement, provided LESSEE does not install any equipment outside the boundaries of the Premises. In the event LESSOR’s prior written approval is required, LESSOR agrees not to unreasonably withhold, delay or condition its consent. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear.
and tear excepted. It is understood and agreed that LESSEE’s ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the “Governmental Approvals”) that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. LESSEE, upon LESSOR’s reasonable request from time to time, will provide LESSOR with current copies of its Governmental Approvals relating to its use of the Premises. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSOR is canceled, expired, lapsed, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSOR determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE’s exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. INDEMNIFICATION. In consideration of the sum of Fifteen and 00/100 Dollars ($15.00), the receipt and sufficiency of which is acknowledged by LESSEE, LESSEE shall indemnify, defend, and hold harmless LESSOR and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorney’s fees, arising out of or resulting from LESSEE’s use of the Premises, provided that any such liability, claim, damage, loss, or expense: a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; b) is caused by any negligent act or intentional misconduct of LESSEE, its agents, employees and contractors; and c) is not caused by the negligence or willful misconduct of LESSOR.

9. INSURANCE. LESSOR and LESSEE hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. During the term of this Agreement, LESSOR shall procure, pay for, and maintain comprehensive general liability and property liability insurance with liability limits of not less than $2,000,000 combined single limit for injury to or death of one or more persons in any one occurrence and for damage or destruction to property in any one occurrence. Further, during the term of this Agreement, LESSEE shall procure, pay for, and maintain at least the following insurance coverages and limits, evidenced by delivery to LESSOR of certificates of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies, and listing all carriers issuing said policies:
(a) Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than $100,000.00 for each accident.

(b) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under the indemnification provisions of this Agreement, with limits of liability for personal injury and/or bodily injury, including death, of not less than $2,000,000.00, each occurrence; and property damage of not less than $1,000,000.00, each occurrence. (Combined single limits of not less than $2,000,000.00, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than $50,000.00 per occurrence, unless otherwise stated by exception herein.

(c) Commercial Automobile and Truck liability covering owned, hired, and non-owned vehicles with combined single limits of not less than $2,000,000.00, each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

(d) Builder's Risk Insurance LESSEE shall procure or cause the contractor to maintain builder's risk insurance ("all risk") with limits equal to one hundred percent (100%) of the completed value of the structure(s), building(s), or addition(s). The policy must contain an endorsement (or the equivalent) to provide coverage during transit and installation.

Each insurance policy shall include the following conditions by endorsement (or the equivalent) to the policy:

1. The insurance provider shall endeavor to give LESSOR thirty (30) days prior notice of cancellation of coverage, by mail to: Indian River County, Purchasing Division, 2625 19th Avenue, Vero Beach, FL 32960-3335.

2. The insurance provider shall have no recourse against LESSOR for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of LESSEE.

3. The term "LESSOR" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of Indian River County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Indian River County.

4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by LESSOR to any such future coverage, or to LESSOR's self insured retention of whatever nature as relates to LESSEE's negligence.

5. LESSOR shall be named as an additional insured on LESSEE's certificate of insurance required to be provided to LESSOR with respect to the general and automobile liability coverage.
10. **ANNUAL TERMINATION.** Notwithstanding anything to the contrary contained herein, and provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon each annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

11. **INTERFERENCE.** LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to LESSOR's equipment existing as of the Effective Date on the Property. If LESSEE's equipment causes such installation, LESSOR may require LESSEE to power down the operation of the interfering equipment (except for intermittent testing in order to determine whether such interference has been ameliorated). LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference with the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

12. **REMOVAL UPON TERMINATION.** LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear and casualty excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. LESSOR expressly waives all rights of levy, distraint or execution with respect to LESSEE's property, including without limitation any statutory or common law security interest or landlord's lien for rent. Notwithstanding anything herein to the contrary, upon mutual agreement of the Parties prior to the termination of this Agreement, LESSOR may require that LESSEE leave the flagpole and chain link fence (if any) located within the Premises, which items shall then become the property of LESSOR.

13. **INTENTIONALLY OMITTED.**

14. **RIGHTS UPON SALE.** Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSOR's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.
15. **QUIET ENJOYMENT.** LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

16. **TITLE.** LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property or affecting LESSOR's title to the same and that there are no covenants, easements, restrictions or agreements binding on LESSOR or the Property which prevent the use of the Premises by the LESSEE as set forth above.

17. **INTEGRATION.** It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

18. **GOVERNING LAW.** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State in which the Property is located. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

19. **ASSIGNMENT.** This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal(s), affiliates, or any subsidiary of LESSEE, its principal(s) or affiliates; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. LESSEE agrees to provide written notice of such sale, assignment, or transfer to LESSOR as soon as reasonably practicable. As to other parties, this Agreement may not be sold, assigned or transferred without the prior written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. LESSEE may sublet the Premises within its sole discretion, upon written notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.
20. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

**LESSOR:**
Indian River County  
County Administration Building  
1840 25th Street  
Vero Beach, Florida 32960  
Attention: Director of General Services

**LESSEE:**
Verizon Wireless Personal Communications LP  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

21. **SUCCESSORS.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

22. **SUBORDINATION AND NON-DISTURBANCE.** At LESSOR’s option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR’s interest and also LESSEE’s right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR’s default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

23. **RECORDING.** LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer at the sole cost of
LESSEE. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

24. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this Paragraph.

25. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR’s sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSOR; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

26. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE’s operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSEE has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to LESSOR. Any such notice of
termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

27. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Lease upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

28. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such Party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

29. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

30. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

31. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

32. REVENUE SHARING. LESSEE may sublease any portion of the Property at its sole discretion, upon prior written notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which LESSEE allows a third party use of the Property for co-location, whether it be by formal
In the event LESSEE subleases any portion of the Property, in accordance with this Agreement, any rental paid by any Sublessee(s) shall be divided between the LESSOR and the LESSEE in the following manner: 50% to LESSOR and 50% to LESSEE. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to the LESSOR and the LESSEE. For all Subleases of any nature whatsoever, LESSEE will provide LESSOR with a tri-party agreement to be executed by the LESSEE, its Sublessee, and LESSOR to confirm direct payment obligation from the Sublessee to the LESSOR and to indicate LESSOR has been notified of the sublessee and LESSEE shall have no liability of any nature to LESSEE in the event of failure of payment by Sublessee. It is understood and agreed by the Parties that the foregoing rental percentage amounts shall only apply if LESSEE is able to accommodate all of Sublessee's facilities within LESSEE's Property. If LESSEE is unable to accommodate any or part of Sublessee's facilities within the Property, then LESSOR may enter into an agreement with the Sublessee for a portion of the property that Sublessee requires to locate its facilities. In this event, LESSEE shall receive 100% of the rental for that portion of the facilities that are located within the limits of the Property and LESSOR shall receive 100% of the rental negotiated by LESSOR and Sublessee, for the portion of Sublessee's facilities that are located on the property outside LESSEE's Property.

Notwithstanding any other provision of this Agreement, the LESSEE shall not be required to obtain approval from the LESSOR for the Subletting of the Property or part thereof; however, LESSEE shall provide written notice thereof to LESSOR. LESSEE shall have the sole right to determine whether it will Sublet any portion of the Property or whether it will sublease to any specific Sublessee.

33. CAPITAL CONTRIBUTION. Concurrent with the execution of this Agreement by LESSEE, LESSEE shall tender to LESSOR, as a capital contribution, a check in the amount of [amount] .

34. TAXES. LESSEE shall pay as additional rent any documented increase in real estate taxes levied against the Property which are directly attributable to the improvements constructed by LESSEE within the Premises. LESSOR shall provide to LESSEE a copy of any notice, assessment or billing relating to real estate taxes for which LESSEE is responsible under this Agreement within ten (10) days of receipt of the same by LESSOR. LESSEE shall have no obligation to make payment of any real estate taxes until LESSEE has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which LESSEE is wholly or partly responsible for payment under this Agreement. LESSOR shall reasonably cooperate with LESSEE in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document. LESSEE shall be responsible for the payment of personal property taxes on LESSEE's wireless communications equipment which may be located on the Property, and agrees to pay the same in a timely manner.
IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

Indian River County

By [Signature]
Thomas S. Lowther, Chairman

Date approved by BCC: 07-19-2005
Attest: J.K. Barton, Clerk of Court
By [Signature]
Deputy Clerk

Approved:

[Signature]
Joseph A. Baud, County Administrator

Approved as to form and legal sufficiency:

[Signature]
Marian E. Kott, Assistant County Attorney

LESSEE:

Verizon Wireless Personal Communications LP

d/b/a Verizon Wireless

BY:

[Signature]
Name: Hans F. Leutenegger
Area Vice President - Network
South Area

WITNESS

[Signature]
Name: STEPHAN COLE
[Signature]
Name: CATHARINE LANSION
DESCRIPTION OF LESSOR'S PROPERTY

The Martin 5 acres of the East 8.48 acres of the West 18.48 acres of Tract 15, Section 33, Township 33 South, Range 39 East, according to the Last General Plat of lands of Indian River Farms Company, filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 2, Page 35, was cancelled and recorded rights-of-way, and lands now being and being in Indian River County, Florida.

Together with

The West 10 acres of Tract 15, Section 33, Township 33 South, Range 39 East, according to the Last General Plat of lands of Indian River Farms Company, filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 3, Page 35.

Said lands now being and being in Indian River County, Florida.

DESCRIPTION OF LESSOR'S PREMISES

A parcel of land being in the West 10 acres of Tract 15, Section 33, Township 33 South, Range 39 East, according to the Last General Plat of lands of the Indian River Farms Company, as recorded in Plat Book 2, Page 35, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Southeast corner of and Section 31, proceed North 89° 30' West along the South line of said Section 31, a distance of 1,190.32 feet; thence, bearing South 89° 30' East a distance of 1,190.32 feet, to the Point of Beginning, thence North 89° 30' West a distance of 1,190.32 feet, thence North 89° 30' East a distance of 1,190.32 feet, thence North 89° 30' East a distance of 1,190.32 feet, thence North 89° 30' West a distance of 1,190.32 feet, to the Point of Beginning, containing an area of 4,900 square feet.

DESCRIPTION OF PROPOSED 20' ACCESS EASEMENT

A 20 foot wide strip of land being in the West 10 acres of Tract 15, Section 33, Township 33 South, Range 39 East, according to the Last General Plat of lands of the Indian River Farms Company, as recorded in Plat Book 2, Page 35, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Southeast corner of said Section 31, proceed North 89° 30' West along the South line of said Section 31, a distance of 1,190.32 feet, thence, bearing South 89° 30' East a distance of 1,190.32 feet, thence North 89° 30' West a distance of 1,190.32 feet, thence North 89° 30' East a distance of 1,190.32 feet, thence North 89° 30' East a distance of 1,190.32 feet, thence North 89° 30' West a distance of 1,190.32 feet, to the Point of Beginning, containing an area of 4,900 square feet.
MEMORANDUM

TO: Board of County Commissioners
THROUGH: William G. Collins II, County Attorney
FROM: William K. DeBraal, Assistant County Attorney
DATE: October 17, 2006
SUBJECT: Contract for Legal Services for Eminent Domain Cases

The County Attorney's Office is requesting approval of the attached contract with the law firm of Dorman & Gutman, for legal services concerning eminent domain cases. Staff feels it is important to have two or more firms on retainer to handle eminent domain suits that may arise as a result of road expansion and improvement projects. If the County is unable to negotiate a purchase of a needed parcel of property, we want to be able to quickly refer the file to a firm for prompt filing of the condemnation suit.

The law firm under consideration is a fairly new firm having been founded in July 2006. The two principals of the firm have 35 years of combined legal experience and 19 years of eminent domain experience. They have represented condemning agencies and private property and business owners. They currently represent the Florida Department of Transportation, District 7 and the City of Tampa. A copy of their experience and qualifications is attached.

There are a few firms in Indian River County that practice eminent domain law, however they do not have experience representing condemning authorities and their representation of private property owners may lead to conflicts of interest in the future.

Recommendation
Staff recommends approval of the contract and retaining Dorman and Gutman as one of the firms under contract for eminent domain cases.

WKD/sw

APPROVED FOR
B.C.C MEETING CONSENT AGENDA
COUNTY ATTORNEY
EXPERIENCE AND QUALIFICATIONS

When considering law firms, please consider the following information about our experience and qualifications.

ABOUT DORMAN & GUTMAN, P.L.

Dorman & Gutman, P.L. is a law firm founded by two experienced litigation attorneys concentrating their practice in eminent domain. Mary J. Dorman and Jack N. Gutman have 35 years of combined legal experience, with approximately 19 years relating to eminent domain and other transportation matters. Ms. Dorman and Mr. Gutman together have represented clients in 34 different counties throughout the state of Florida, and represent both condemning authorities, private property owners, and private business owners.

GENERAL EMINENT DOMIAN EXPERIENCE

Mr. Gutman and Ms. Dorman together have analyzed over 1000 parcels in pre-litigation and litigation contexts, and have handled all types of cases from residential takings to multimillion dollar complex commercial properties. They have been involved in all phases of condemnation actions including pre-suit planning, orders of taking, mediation, trial, post judgment proceedings, and appellate review.

CONDEMNATION PRACTICE COUNTIES AND FORMER CLIENTS

Both Ms. Dorman and Mr. Gutman are former West Central Florida Eminent Domain Bureau Chiefs for the State of Florida Office of the Attorney General. As Bureau Chiefs, Mr. Gutman and Ms. Dorman managed the AG’s eminent domain practice in Citrus, Hernando, Hillsborough, Pasco and Pinellas counties. The clients of the Office of the Attorney General included the Florida Department of Transportation, the State of Florida Trustees of the Internal Improvement Trust Fund, and the City of Tampa. Additionally, Ms. Dorman is a former In-House Counsel for a commercial real estate development company in Washington, and a former Senior Attorney for the Florida Department of Transportation where she represented the Florida Department of Transportation in its eminent domain matters in 18 counties northeast Florida.

TRIAL AND MEDIATION EXPERIENCE

Together Mr. Gutman and Ms. Dorman have been lead or co-counsel in over 100 jury trials, 15 of
which were eminent domain jury trials. Likewise, Ms. Dorman and Mr. Gutman have been lead or co-counsel in over 500 bench trials, approximately 150 of which were for orders of taking in eminent domain cases and approximately 20 of which related to eminent domain post judgment proceedings. Approximately 50 of the bench trials were administrative hearings for transportation matters.

Ms. Dorman and Mr. Gutman have together represented parties in over 200 eminent domain mediations and are both Florida Supreme Court Certified Circuit Civil Mediators as well as qualified arbitrators.

**TYPES OF EMINENT DOMAIN CASES**

Ms. Dorman and Mr. Gutman have analyzed the following types of properties:

- Large Shopping Centers
- Churches
- Utility Systems
- Colleges and Schools
- Parks
- Historic Properties
- Warehouses and Industrial Plants
- Hotels and Motels
- Large and Small Office Buildings
- Retail Buildings
- Service Stations and Convenience Stores
- Restaurants
- Agricultural Land
- Plant Nurseries
- Multifamily Projects including Apartments and Condominiums
- Single Family Residences and Subdivisions
- Various Other Properties

**EMINENT DOMAIN PROJECTS WORKED ON BY MS. DORMAN AND MR. GUTMAN**

- **Alachua County**
  - Interstate 75
  - State Road 20
  - State Road 26
  - State Road 222

- **Baker County**
  - U.S. Highway 90

- **Citrus County**
  - State Road 44

- **Columbia County**
  - State Road 47
  - U.S. Highway 90

- **Duval County**
  - Interstate 10
  - Interstate 95
  - Interstate 295
  - Blanding Boulevard (S.R. 13)
  - Southside Boulevard (S.R. 13)
  - Brannan Field Chaffee Road (S.R. 23)
EMINENT DOMAIN PROJECTS WORKED ON BY MS. DORMAN AND MR. GUTMAN

Hillsborough County
- 40th Street
- Causeway Boulevard (S.R. 676)
- Courtney Campbell Causeway
- Hillsborough Avenue (S.R. 600)
- MacDill Avenue
- Interstate 4
- Interstate 275

Pinellas County
- Blind Pass Road (S.R. 699)
- Park Boulevard (S.R. 694)
- Ulmerton Road (S.R. 588)
- U.S. Highway 19

Putnam County
- State Road 207

St Johns County
- State Road A1A
- State Road 207

Levy County
- State Road 500

Nassau County
- State Road A1A

Pasco County
- U.S. Highway 41
- State Road 52
- State Road 54
- State Road 56

ASSOCIATIONS, PUBLICATIONS AND LECTURES

Mr. Gutman and Ms. Dorman are both members of the Eminent Domain Committee of the Florida Bar, members of the Hillsborough County Bar Association's Eminent Domain Section of which Ms. Dorman is a former co-chair, and are members of the Association of Eminent Domain Professionals. Mr. Gutman and Ms. Dorman have both published articles about eminent domain law in the magazine Lawyer on topics such as business damages, evidence in eminent domain cases, and attorney's fees issues. Ms. Dorman wrote a paper titled 'Business Damages: What You Need to Know' for the CLE International organization. Mr. Gutman and Ms. Dorman have presented papers on eminent domain topics to the Hillsborough County Bar Association. Additionally, Ms. Dorman lectured at the CLE International Eminent Domain conference, has given presentations for the Association of Eminent Domain Professionals, and was a panel member for several statewide training sessions for the Florida Department of Transportation on eminent domain business damages and issues regarding title to real property.

Dorman & Gutman, P.L. Experience and Qualifications

Page 3 of 4
Jack N. Gutman
305 South Brevard Avenue, Ste 100, Tampa, Florida 33606
Tel (813) 254-8980, Fax: (813) 254-8983

SUMMARY
Twenty years experience as a trial lawyer. Practiced twelve years as a state prosecutor, three
as a sole practitioner in private practice, and five years as a Senior Assistant Attorney General
litigating complex condemnation cases. Certified circuit civil mediator, qualified arbitrator. AV
rated by Martindale Hubbell.

WORK HISTORY

September 2006-Present: Partner, Dorman & Gutman P.L.
Represent both condemning authorities and private property owners in matters involving the
exercise of the power of eminent domain. General real property litigation. Mediation.

March 2001-August 2006: Senior Assistant Attorney General, Office of the Attorney
General for the State of Florida; Deputy Bureau Chief, West Central Florida Eminent
Domain Unit.
Represented the Florida Department of Transportation and the City of Tampa, Florida in complex
real estate valuation trials. Supervised eminent domain litigation in five Florida counties and
supervised staff of five attorneys.

March 2000-December 2000: Assistant State Attorney, Office of the State Attorney
Thirteenth Judicial Circuit of Florida; Felony Division Chief. Responsible for the
supervision of five attorneys in one of the offices felony divisions. Assigned to prosecute the
serious felonies assigned to the court's felony divisions including capital murder cases.

November 1999-March 2000: Knox & Givens P.A., Associate
Family law litigation.

1994-1999: Assistant State Attorney, Office of the State Attorney Thirteenth
Judicial Circuit of Florida; Deputy Felony Division Chief, Felony Division Chief.
Supervised staff of five attorneys. Responsible for prosecution of complex felony cases including
capital murder cases involving the death penalty.

General criminal and civil practice. Awarded contract by Hillsborough County to represent indigent
defendants in criminal cases.

1986-1991: Assistant State Attorney, Office of the State Attorney
Thirteenth Judicial Circuit of Florida
Felon trial attorney. Promoted to senior trial attorney and deputy division chief

EDUCATION
J.D., University of Miami School of Law, 1986. Associate Editor Inter American Law Review
B.A., Tulane University, 1983, Political Science

PROFESSIONAL MEMBERSHIPS
Florida Bar: Admitted 1986
United States Court of Appeals Eleventh Circuit. Admitted 1987
United States District Court, Middle District of Florida. Admitted 1987
Florida Bar Eminent Domain Committee
Florida Academy of Professional Mediators
Board of Directors, MacDonald Training Center Inc.
MARY J. DORMAN  
305 South Brevard Avenue, Suite 100  
Tampa, Florida 33606  
(813) 254-8980

WORK EXPERIENCE:  
Dorman & Gutman, P.L., Tampa Florida (July 2006 to Present)  
Partner with firm concentrating its practice in condemnation and real property related litigation.

Litigation attorney for state agency. Primary duties included representing the Florida Department of Transportation District VII and the City of Tampa in eminent domain litigation including orders of taking, negotiations, mediations, and valuation trials; Deputy Bureau Chief of Tampa Eminent Domain from January 2001 to October of 2003.

Senior Attorney, Florida Department of Transportation (1993 to 1999)  
From 1995 to 1999, worked in FDOT’s District II office in Lakeland, Florida. Primary duties included eminent domain litigation from orders of taking to valuation trials; member of state-wide utilities task force; public contract procurement including construction, contractual service and professional service invitations to bid requests for proposal, selection and contract execution; construction law; utility relocations; title evaluation; MPO and local government issues. From 1993 to 1995, worked in FDOT’s Central Office in Tallahassee, Florida. Primary duties included representing all eight FDOT districts across the state in administrative litigation in a variety of areas including relocation assistance benefits, outdoor advertising, Disadvantaged Business Enterprise certification, PERC appeals, and contractor qualification. Represented FDOT in union arbitrations. Approved road construction contracts for entire state of Florida. Advised clients regarding finance and bond issues, professional services contracts, and legislative analysis.

Attorney, Boyar & Fender, Orlando, Florida (1983)  
Attorney for general civil litigation firm with an emphasis on real property matters.

Corporate Counsel for commercial real estate development firm. Duties included: real property and financial closings; title examinations; UCC filings; commercial leasing; litigation; drafting tender offers, restrictive covenants, construction contracts and various corporate documents.

EDUCATION:  
University of Florida College of Law  
Juris Doctor, with Honors  
Gainesville, Florida  
1991

University of Florida College of Liberal Arts and Sciences  
Bachelor of Arts, with Honors  
Gainesville, Florida  
1987

HONORS & ACTIVITIES:  
Co-Chair of Hillsborough County Eminent Domain Section (2002 to 2005); Member of the Florida Bar Eminent Domain Committee (1998 to present); Business Damage Lecturer for 2003 CLE International Eminent Domain Conference; Author of five articles regarding various eminent domain issues in Lawyer (published by the HCBA); Two time recipient of Davis Productivity Award for inter-agency team projects; Lecturer at 2002 Association of Eminent Domain Professionals conference, Lecturer for 2000 FDOT Business Damage Course, Lecturer for 1999 and 1997 FDOT Title Courses; Lecturer at 1996 FDOT Legal Conference on construction law.

PROFESSIONAL CERTIFICATION:  
Member of the Florida Bar and the Washington State Bar Association  
Certified Circuit Civil Mediator; Qualified Arbitrator.
AGREEMENT FOR PROFESSIONAL LEGAL SERVICES BETWEEN
INDIAN RIVER COUNTY, FLORIDA AND DORMAN & GUTMAN, P. L.

THIS AGREEMENT is entered into at Indian River County, Florida, on this ___ day of October, 2006, by and between INDIAN RIVER COUNTY, FLORIDA, hereinafter referred to as the "County", with its address at 1840 25th Street, Vero Beach, Florida 32960, and Dorman & Gutman, P. L., herinafter referred to as the "Firm", the address of which is 305 South Brevard Street Suite 100, Tampa, Florida 33606.

WHEREAS, the County is pursuing the acquisition of several real estate parcels through eminent domain proceedings throughout Indian River County, Florida; and

WHEREAS, the County requires legal representation to pursue those eminent domain cases; and

WHEREAS, the Firm has the requisite training and experience to fully and ably represent the County in said proceedings and related negotiations.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein contained, the County and the Firm agree as follows:

ARTICLE I. SCOPE OF SERVICES.

The Firm shall provide legal services to the County in connection with eminent domain and the voluntary and involuntary acquisition of property for various County facilities. Such legal services shall be requested and assigned by the County Attorney, or his designee, and performed in the manner prescribed by the County Attorney. At all times relevant to this Agreement, the Firm and its employees shall be independent contractors and not considered employees of the County for any purpose.

ARTICLE II. PERIOD OF AGREEMENT.

This Agreement shall take effect from the date of execution by both parties and shall terminate at the conclusion of the services provided hereunder, unless earlier cancelled as hereinafter provided.

ARTICLE III. COMPENSABLE EXPENSES.

A. The County shall pay the Firm as consideration for legal services rendered pursuant to this Agreement an hourly rate of One Hundred Eighty Five Dollars ($185.00) for lawyers and Seventy Dollars ($70.00) per hour for all paralegal services performed on behalf of the County.

B. Reimbursement shall be made by the County to the Firm for reasonable out-of-pocket expenses without mark-up or addition of an overhead or general and administrative factor, including, but not limited to, long distance calls, copying or reproducing documents, postage, court costs, appeal expenses, parking costs, witness fees, and discovery costs, incurred by the Firm in the performance of its duties hereunder. Copies shall be reimbursed at the rate of $ .25 per page and facsimile and scanning at $ .25 per page. The county will contract directly
with experts needed by the Firm to properly represent the County in eminent domain proceedings.

ARTICLE IV. PAYMENTS.

The Firm shall submit invoices to the County on a monthly basis and on each invoice provide a detailed description of the services performed and the date thereof. Original receipts for non-in-house expenses must be submitted with each invoice. Upon receipt and verification of such statements the County shall pay the Firm as promptly as possible.

ARTICLE V. FIRM'S REPRESENTATION OF OTHER CLIENTS; CANCELLATION OF AGREEMENT.

The Firm may represent a client with an interest adverse to the County if the County consents in writing to the representation of such other client after full disclosure of the possible effect of such representation on the exercise of his independent professional judgment on behalf of the County. Consequently, the Firm's representation of County in matters shall not be deemed to constitute a conflict affecting the Firm's general ability to represent clients before the County, except as to matters directly involving or substantially related to the legal services rendered pursuant to Article I.

The Parties may cancel or terminate this Agreement upon thirty (30) days advance written notice. In the event of cancellation, the Firm shall cease work hereunder and shall be compensated for billable hours of service and reimbursement for eligible and documented reimbursable expenses incurred prior to the effective date of cancellation, as approved by the County. In the event of termination, the Firm shall transmit the file(s) to a firm designated by the County within five days.

ARTICLE VI. NONASSIGNABILITY.

The Firm may not assign this Agreement, in whole or in part.

ARTICLE VII. MODIFICATION, AMENDMENT OR EXTENSION.

This Agreement may not be modified, amended or extended verbally or by conduct but only by a writing duly executed by the parties as prescribed by law.

ARTICLE VIII. STATEMENT OF ASSURANCE REGARDING COMPLIANCE WITH CIVIL RIGHTS LEGISLATION.

During the performance of this Agreement, the Firm herein assures the County that the Firm is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977. The Firm does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status discriminate in any form or manner against the Firm's employees or applicants for employment. The Firm understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Firm herein assures the County that the Firm will comply with Title VI of the Civil Rights Act of 1964, as amended, when Federal grant(s) are involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be
interpreted to include Vietnam Era Veterans and Handicapped persons within its protective range of applicability.

ARTICLE IX. HEADINGS

All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

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

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: ____________________________

The Honorable ____________________________
Chairman of the Board of County Commissioners

DORMAN & GUTMAN, P. L.

By: ____________________________
Mary Jewell Dorman, Manager

By: ____________________________
Jack N. Gutman, Manager

Deputy Clerk to the Board
of County Commissioners
MEMORANDUM

TO: THE BOARD OF COUNTY COMMISSIONERS

FROM: William K. DeBraal, Assistant County Attorney

DATE: October 18, 2006

RE: Proposed Settlement of Brown & Brown, Inc. d/b/a Preferred Governmental Solutions v. Indian River County, Circuit Court Case 2005-0223-CA-03

In January 2005, Brown & Brown, Inc. d/b/a Preferred Governmental Claim Solutions (PGCS) filed suit against the County as a result of fees charged for adjusting services following Hurricane Frances in September 2004. The lawsuit sought damages of over $125,000 consisting of adjusting fees of $105,000, unpaid administrative fees of $12,000 together with attorney's fees and costs.

History of County's Relationship with PGCS In October 2003 the County renewed a one year contract with PGCS for third party adjusting services. PGCS was retained to handle the County's workers' compensation claims and as part of that contract, offered catastrophic hurricane services at a rate of $48.00 per hour. Following Hurricane Frances, PGCS was unable to supply catastrophic adjusters at $48.00 per hour. Due to Hurricane Charley, catastrophic adjusters were impossible to retain at $48.00 per hour. Following Hurricane Francis, the County was in need of adjusting services to assess damages and so the County, on a pass through basis from PGCS, accepted adjusting services from Insurance Services Adjusting Corporation (ISAC) based on a fee schedule consisting of a percentage of losses adjusted. The dispute arose when the County received an adjusting bill from the contractor in excess of $105,000. The County refused to pay PGCS and the matter proceeded to litigation.

Assessment of Claim for Damages. The County retained an expert to review the adjusting records provided by the adjuster sent to us by PGCS. The expert discovered over $35,000 in discrepancies in the original adjusting bill. The County was also under contractual obligation for paying $12,500.00 administrative fee ($1,250.00 per month) to PGCS for their work performed on worker's compensation claims. When the adjusting fee dispute arose in October, the County refused to make any additional payments to PGCS.
thus potentially exposing the County to the possibility of paying for opposing counsel's attorney's fees under the contract with PGCS.

The parties met at mediation on September 13, 2006 and have reached a mediation settlement of $72,500. This would satisfy all pending claims between the parties.

RECOMMENDATION:

If the County would proceed to trial on this matter, we could face a possible verdict of $130,000 including attorney's fees and court costs. It is our opinion that the Court will award the Plaintiffs some amount for adjusting fees plus the $12,500 administrative fee. In the best case scenario, the County would be ordered to pay in the neighborhood of $40,000 - $50,000 even if it would be successful in defending the lawsuit. Staff feels even if the court would adopt the $48.00 per hour adjusting fee that the County would still be faced with paying the outstanding administrative fees $12,500 and attorney's fees that may approach $20,000 together with the costs of litigation that would be assessed by the Court against the non-prevailing party. Therefore, even if the County would "win" the case we would be faced with paying out a sum approaching $50,000.

When the risk of trial verses the risk of settlement is examined, staff is of the opinion that the settlement amount $72,500.00 is within the range of fair settlement of the case. While we are mindful that this is no small sum, we do not feel it is worth the risk of trial where our losses could easily double.

Therefore, staff recommends the Board of County Commissioners accept the mediated settlement amount of $72,500 in full and final resolution of the case.

WKD/sw

c: Beth Jordan, Risk Management
SETTLEMENT AGREEMENT AT MEDIATION

The parties hereto have reached the following agreements in full and complete resolution of the above styled litigation:

1. The Defendant agrees to pay to the Plaintiff the total sum of $72,500.00 within 20 days of the date of this agreement being approved by the Indian River County Board of County Commissioners.

2. The parties understand and acknowledge that this settlement is fully contingent upon the approval of the Indian River County Board of County Commissioners.

3. If the settlement is approved, then the Plaintiff shall dismiss its lawsuit with prejudice.

4. If the settlement is approved, then the Plaintiff will execute a full and complete release of the Defendant, and all other persons, firms, corporations or other entities in privy with the named releasee at the same time as receiving the payment set forth in Paragraph 1 above.

5. The Plaintiff agrees to protect and hold harmless the released parties from any claims and/or liens and to satisfy out of the settlement proceeds any said claims or liens of any nature that may attach to the settlement proceeds before the balance of the settlement proceeds are
disbursed.

6. All parties agree to bear their own costs and fees.

7. Subject only to approval by the Indian River County Board of County Commissioners, this agreement is final and binding as of the date and time it is signed by or on behalf of the parties.

8. If the Indian River County Board of County Commissioners fails to approve this settlement, then the case will continue as if this settlement agreement had not been reached.

9. The parties agree to request the Court continue the trial of this matter for sufficient time to allow the Indian River County Board of County Commissioners to review and either approve or disapprove of this settlement.

10. Other agreements:

None

Done and agreed to on this 13th day of September, 2006 in Vero Beach, Florida.

[Signatures]

Plaintiff

[Signature]

Plaintiff

[Signature]

Attorney for Plaintiff

[Signature]

Defendant/Representative

[Signature]

Defendant/Representative

[Signature]

Attorney for Defendant

[Signature]

H. Randal Brennan, Mediator
BROWN & BROWN, INC., a Florida Corporation
d/b/a PREFERRED GOVERNMENTAL CLAIM
SOLUTIONS,

Plaintiff

vs.

INDIAN RIVER COUNTY

Defendant

MEDIATION DISPOSITION REPORT

A mediation conference was conducted on September 13, 2006. The conference resulted
in the following:

- The case was completely settled, however, the settlement is contingent upon:
  approval by the Indian River County Board of Commissioners. Counsel shall submit
  a stipulation for dismissal or other final disposition after the Board reviews and
  either approves or disapproves the settlement.

- The parties reached an impasse as to all issues.

- The parties settled the following issues:
  (a) ___________________________________________________________
  (b) ___________________________________________________________

- The issues remaining to be adjudicated are:
  (c) ___________________________________________________________
  (d) ___________________________________________________________

- The proceedings have been adjourned.

- The scheduled mediation proceedings herein have been cancelled as the parties
  have announced a settlement.
The Court is further advised the parties have agreed as follows:

Respectfully submitted

H. Randal Brenman, Mediator
Mediator # 15632CR

cc: Jennifer VanHoose, Esquire
    William DeBraal, Esquire
MEMORANDUM

TO: Board of County Commissioners

FROM: William G. Collins II - County Attorney

DATE: October 6, 2006

SUBJECT: The Oaks of Vero - P.O., Phase 2
Developer: SDG Kings, Inc. (Bret Soverel, President)
Request for Modification to Contract for Construction of Required Improvements and Contract for Construction of Required Sidewalk Improvements

On June 20, 2006 the Board of County Commissioners approved the final plat of The Oaks of Vero - P.O., Phase 2 and the Developer entered into a Contract for Construction of Required Improvements and Contract for Construction of Required Sidewalk Improvements agreeing to guaranty the completion of those improvements by posting two irrevocable letters of credit to be issued by Seacoast National Bank. The mylar has yet to be recorded because those irrevocable letters of credit have never been presented to the County Attorney's office for approval and validation, which was a condition of plat approval.

The developer is now requesting that each contract be modified to allow Mercedes Homes, Inc., on behalf of SDG Kings, Inc., to post the irrevocable letters of credit issued by Bank of America, N.A. so that the mylar can be recorded in the public records, thus allowing the developer to sell lots.
The Bank of America, N.A. irrevocable letters of credit have been received by the County Attorney’s Office, approved and validated, copies attached.

RECOMMENDATION:

Approve the attached Modification to Contract for Construction of Required Improvements No. PD-01-06-15-CFC (2000100085-44643) providing for the substitution of security by Mercedes Homes, Inc. on behalf of SDG Kings, Inc. in the form of a Bank of America, N.A. irrevocable letter of credit in the amount of $192,670.51 and Modification to Contract for Construction of Required Sidewalk Improvements No. PD-01-06-15-SIDECFC (20000100085-44643) providing for the substitution of security by Mercedes Homes, Inc. on behalf of SDG Kings, Inc. in the form of a Bank of America, N.A. irrevocable letter of credit in the amount of $67,613.25 and authorize the Chairman to execute same.

nhm

Attachments:
1. Contract for Construction of Required Improvements
2. Modification to Contract for Construction of Required Improvements
3. Contract for Construction of Required Sidewalk Improvements
4. Modification to Contract for Construction of Required Sidewalk Improvements
5. Irrevocable Letters of Credit issued by Bank of America, N.A.
CONTRACT FOR CONSTRUCTION OF
REQUIRED IMPROVEMENTS
NO. PD-01-06-15-CFC (2000100085-44643)

THIS CONTRACT, made and entered into this 20th day of June, 2006 by and between SDG KINGS, INC., a Florida corporation, hereinafter referred to as "Developer," and INDIAN RIVER COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, Developer is commencing proceedings to effect a subdivision of land within Indian River County, Florida; and

WHEREAS, a final plat of the subdivision within the unincorporated area of Indian River County shall not be recorded until the Developer has installed the required improvements or has guaranteed to the satisfaction of the County that such improvements will be installed; and

WHEREAS, Developer requests the approval and recordation of a certain plat to be known as Oaks of Vero PD - Phase 2; and

WHEREAS, the required improvements are to be installed after recordation of this plat under guarantees posted with the County.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED, the parties agree as follows:

1. Developer agrees to construct on or before June 20, 2007, in a good and workmanlike manner, those improvements described as follows:

   See Exhibit "A" attached hereto

or otherwise required by the Indian River County Code in connection with the approval of said plat. A copy of the plat shall be recorded in the Public Records of Indian River County, Florida upon the final approval of the Board of County Commissioners and made a part hereof for all purposes.
2. Developer agrees to construct said improvements strictly in accordance with the land development permit, the most recent set of plans and specifications for this subdivision approved by the County and on file in the Planning and Development Division, and all County development regulations and standards, including conditions and requirements of any applicable County right-of-way permit, all of which are hereby incorporated by reference and made a part hereof.

3. In order to guarantee performance of this contract, Developer shall simultaneously herewith furnish an irrevocable letter of credit, having an expiration date of not less than ninety (90) days beyond the date set forth in Paragraph 1, provided by a banking institution authorized to transact business in this state, in a form to be approved by the County, naming Developer as customer and

Seacoast National Bank

as the underwriting bank, in the amount of $192,670.51, which amount is not less than one hundred twenty-five percent (125%) of the estimated total cost of improvements remaining to be constructed, as determined in accordance with the County’s Subdivision and Platting Ordinance. It is understood that the full amount of the letter of credit shall remain available to the County and shall not be reduced during the course of construction unless approved in writing by the County’s Public Works Director pursuant to Indian River County Code Section 913.10. Requested reductions shall not be unreasonably withheld by the County, but shall be subject to administrative fees as established by the County. Developer may at any time substitute guarantees, subject to the approval as to form and amount by the County.

4. Up to $1,000,000.00, or the limits of any applicable underlying or excess insurance coverage carried by Developer or to be obtained during the course of the construction of the subdivision improvements, Developer agrees to indemnify, hold harmless, and defend the County against any and all claims, damages, losses, and expenses, including attorney’s fees, for property damage, personal or bodily injury, or loss of life, arising from the negligent acts or omissions of the Developer, its officers, employees, agents, or contractors, subcontractors, laborers, or suppliers, relating to the construction of the required improvements, including all those improvements to be constructed on existing publicly dedicated or County-owned property, such as street, sidewalk, bikepath, lighting, signalization, traffic control, drainage, water, or sewer improvements.

5. The County agrees to approve the plat for recordation in the Public Records of Indian River County, Florida upon a finding as to compliance with all applicable provisions of the County’s Subdivision and Platting Ordinance and upon execution hereof. The County shall accept those areas specifically dedicated to the County for the purposes indicated on the plat at the time of plat recordation. However, nothing herein shall be construed as creating an obligation upon the County to perform any act of construction or maintenance within such dedicated areas until such time as the required improvements are satisfactorily completed.
Developer shall remain responsible for utility meter boxes, sewer clean outs, and drainage culvert inverts, to be in good repair, accessible, correctly plumbed, and not covered with topsoil, concrete or impervious material for the 3-year maintenance period commencing after County issuance of a Certificate of Completion. Notice of this ongoing responsibility shall be provided by Developer to any subsequent builder/homeowner.

Satisfactory completion in accordance with the land development permit plans, specifications, and ordinance requirements of Indian River County shall be determined by the County and shall be indicated by specific written approval of the Public Works Director or his designated representative, after receipt of a signed and sealed Certificate of Completion from the project engineer of record.

6. In the event the Developer shall fail or neglect to fulfill its obligations under this contract and as required by the Indian River County Code, the Developer, as principal, and the letter(s) of credit shall be jointly and severally liable to pay for the cost of construction and installation of the required improvements to the final total cost, including but not limited to engineering, construction, legal and contingent costs, including reasonable attorney's fees incurred by the County, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of Developer to carry out and execute all provisions of this contract and applicable ordinances of the County. In no event, however shall the liability of the underwriting bank under this paragraph exceed the total amount of the original obligation stated in the letter(s) of credit, less any approved reductions thereto.

7. The parties agree that the County at its option shall have the right, but not the obligation, to construct and install or, pursuant to receipt of competitive bids, cause to be constructed and installed the required improvements in the event Developer shall fail or refuse to do so in accordance with the terms of this contract. Developer expressly agrees that the County may demand and draw upon the existing letter(s) of credit for the final total cost of the improvements. Developer shall remain wholly liable for any resulting deficiency, should the letter(s) of credit be exhausted prior to completion of the required improvements. In no event shall the County be obligated to expend public funds, or any funds other than those provided by the Developer, or the underwriting bank to construct the required improvements.

8. Any letter(s) of credit provided to the County by Developer with respect to this contract shall exist solely for the use and benefit of the County and shall not be construed or intended in any way, expressly or impliedly, to benefit or secure payment to any subcontractor, laborer, materialman or other party providing labor, material, supplies, or services for construction of the required improvements, or to benefit any lot purchaser(s), unless the County shall agree otherwise in writing.

9. This agreement is the full and complete understanding of the parties and shall not be construed or amplified by reference to any other agreement, discussion, or understanding, whether written or oral, except as specifically mentioned
herein. This agreement shall not be assigned without the express written approval of the County. Any amendment, deletion, modification, extension, or revision hereof or hereto shall be in writing, executed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

WITNESSES:

SDG KINGS, INC.

By

Bret Sovel, President

INIAN RIVER COUNTY, FLORIDA

By

Joseph A. Baird
County Administrator

Authority: Resolution No. 2005-121
COUNTY

BCC approved plat: June 20, 2006

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By:

Marian E. Felt
Assistant County Attorney
Oaks of Vero Phase II

Engineers Certified Per Cent Completion and Bond Estimate—

I, Joseph Schulke, P.E., a Florida registered engineer, License No. 47048, do hereby certify to Indian River County that a cost estimate has been prepared under my responsible direction for those improvements itemized in this exhibit, and that the cost estimate for said improvements that are constructed is $623,221.56, which represents that the project is 75.27% complete. The bond estimate is $192,670.51 which represents the estimate cost of items to be completed plus 25%. This estimate and percentage has been prepared, in part, to induce approval by the county of the final plat and bond amount for the Oaks of Vero Phase II Subdivision, and for the purpose of establishing proper surety amounts associated therewith.

[Signature]

Date: 5/12/10

Joseph Schulke, P.E.
No. 47048
### Cost Estimate for Oaks of Vero Phase II

**Date:** 05/15/06

**Remaining Required Improvements - Bonding Amount**

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<th>Unit</th>
<th>Quantity</th>
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**Subtotal:**

- Total: $1,150,837.00
- Complete Amount: $1,044,276.00
- Remaining Amount: $106,561.00

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**EXHIBIT A**

Page 2 of 3
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**Total On-Site:** $623,221.56

**COVB Electric:** $22,100.00

**Total On-Site:** $645,321.56

**Bond Amount (128%) = $164,136.41 X 1.25:** $205,170.51

**Per Cent Complete:** 75.27%

**Joseph Sachar, P.E.**

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**EXHIBIT "A"**

Page 3 of 3
MODIFICATION TO
CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS
NO. PD-01-06-15-CFC (2000100085-44643)

THIS MODIFICATION, made and entered into this ___ day of
__________, 2006, by and between SDG Kings, Inc., a Florida corporation,
hereinafter referred to as "Developer", and INDIAN RIVER COUNTY, a political
subdivision of the State of Florida, by and through its Board of County
Commissioners, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, on June 20, 2006 the Board of County Commissioners
approved the final plat of The Oaks of Vero – P.D., Phase 2, and the Developer,
SDG Kings, Inc., entered into a Contract for Construction of Required
Improvements No. PD-01-06-15-CFC (2000100085-44643) guaranteeing the
completion of certain required improvements within the plat of The Oaks of Vero
– P.D., Phase 2 and agreed to post a Seacoast National Bank letter of credit in
the amount of $192,670.51 as security to guarantee construction of those
improvements; and

WHEREAS, the Developer is requesting that the Contract for
Construction of Required Improvements be modified to allow Mercedes Homes,
Inc., on behalf of SDG Kings, Inc., to post a Bank of America, N.A. irrevocable
letter of credit in the like amount.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL
COVENANTS AND PROMISES HERENIN CONTAINED, the parties agree as
follows:

1. The substitution of security by Mercedes Homes, Inc., on behalf of
SDG Kings, Inc., in the form of a Bank of America, N.A. irrevocable letter of
credit in the amount of $192,670.51 is approved.

2. The first sentence of paragraph numbered 3 of the Contract for
Construction of Required Improvements No. PD-01-06-15-CFC (2000100085-
44643) is modified to read:

"In order to guarantee performance of this contract,
developer shall simultaneously herewith furnish an
irrevocable letter of credit, having an expiration date
of not less than ninety (90) days beyond the date set
forth in Paragraph 1, provided by a banking institution
authorized to transact such business in this state, in a
form to be approved by the County, naming Mercedes Homes, Inc. on behalf of SDG Kings, Inc. as customer and Bank of America, N.A., as the underwriting bank, in the amount of $192,670.51, which amount is not less than one hundred twenty-five percent (125%) of the estimated total cost of improvements remaining to be constructed, as determined in accordance with the County's Subdivision and Platting Ordinance."

3. All other terms set out in the Contract for Construction of Required Improvements No. PD-01-06-15-CFC (2000100085-44643), remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

SDG KINGS, INC., a Florida corporation

By: Bret Soverel, President

DEVELOPER

INDIAN RIVER COUNTY, FLORIDA
by and through its Board of County Commissioners

By: Arthur R. Neuberger, Chairman

ATTEST: J. K. Barton, Clerk of Court

BCC approved: 

By: Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

WILLIAM G. COLLINS II
COUNTY ATTORNEY
CONTRACT FOR CONSTRUCTION OF
REQUIRED SIDEWALK IMPROVEMENTS
NO. PD-01-06-15-SIDECFC (20000100085-44643)

THIS CONTRACT, made and entered into this 26th day of
June, 2006, by and between SDG KINGS, INC., a Florida
corporation, hereinafter referred to as "Developer", and INDIAN RIVER
COUNTY, a political subdivision of the State of Florida, by and through its Board
of County Commissioners, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, Developer is commencing proceedings to effect
development of land within Indian River County, Florida; and

WHEREAS, a Final Plat for the development within the
unincorporated area of Indian River County shall not be approved until the
Developer has installed the required improvements or has guaranteed to the
satisfaction of the County that such improvements will be installed; and

WHEREAS, the required sidewalk improvements are to be installed
after Final Plat approval, under guarantees posted with the County.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL
COVENANTS AND PROMISES HEREFIN CONTAINED, the parties agree as
follows:

1. Developer agrees to construct by June 20, 2008, a date being
within two years of approval of Final Plat, in a good and workmanlike manner,
those improvements described as follows:

See Exhibit "A" attached hereto.

or otherwise required by the Code of Laws and Ordinances of Indian River
County in connection with the approved Preliminary Plat and Land Development
Permit, which are incorporated by reference into this contract.

2. Developer agrees to construct said improvements strictly in
accordance with County policies for sidewalk construction as those policies
relate to location, method and type of construction, and all County development
regulations and standards, including conditions and requirements of any applicable County right-of-way permit, all of which are hereby incorporated by reference and made a part hereof.

3. In order to guarantee performance of this contract, Developer shall simultaneously herewith furnish an irrevocable letter of credit, having an expiration date of not less than ninety (90) days beyond the date set forth in Paragraph 1, provided by a banking institution authorized to transact such business in this state. in a form to be approved by the County, naming Developer as customer and Seacoast National Bank as the underwriting bank, in the amount of $67,613.25, which amount is not less than one hundred twenty-five percent (125%) of the estimated total cost of improvements remaining to be constructed, as determined in accordance with the County's Subdivision and Platting Ordinance. It is understood that the full amount of the letter of credit shall remain available to the County and shall not be reduced during the course of construction without an express written modification thereof executed by all parties. Requested reductions shall not be unreasonably withheld by the County, but shall be subject to administrative fees as established by the County. Developer may at any time substitute guarantees, subject to the approval as to form and amount by the County.

4. Up to $1,000,000.00, or the limits of any applicable underlying or excess insurance coverage carried by Developer or to be obtained during the course of the construction of the subdivision improvements, Developer agrees to indemnify, hold harmless, and defend the County against any and all claims, damages, losses, and expenses, including attorney's fees, for property damage, personal or bodily injury, or loss of life, arising from the negligent acts or omissions of the Developer, its officers, employees, agents, or contractors, subcontractors, laborers, or suppliers, relating to the construction of the required sidewalk improvements, including all those improvements to be constructed on existing publicly dedicated or County owned property.

5. The County agrees to approve the Final Plat, upon a finding as to compliance with all applicable provisions of the County's Development Regulations and Ordinances and upon execution hereof. However, nothing herein shall be construed as creating an obligation upon the County to perform any act or construction or maintenance until such time as the required improvements are satisfactorily completed. Satisfactory completion in accordance with the land development permit, plans, specifications, and ordinance requirements of Indian River County shall be determined by the County and shall be indicated by specific written approval of the Public Works Director or his designated representative, after receipt of a signed and sealed Certificate of Completion from the project engineer of record.
6. The County agrees to issue building permits and Certificates of Occupancy prior to the installation of required sidewalk improvements so long as Developer is not in default of the terms of this Contract.

7. In the event the Developer shall fail or neglect to fulfill its obligations under this contract and as required by the Code of Laws and Ordinances of Indian River County, Florida, the Developer, as principal, and the letter of credit shall be jointly and severally liable to pay for the cost of construction and installment of the required improvements to the final total cost, including but not limited to engineering, construction, legal and contingent costs, including reasonable attorney’s fees incurred by the County, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of Developer to carry out and execute all provisions of this contract and applicable ordinances of the County. In no event, however, shall the liability of the underwriting bank under this paragraph exceed the total amount of the original obligation stated in the letter of credit, less any approved reductions thereon.

8. The parties agree that the County at its option shall have the right, but not the obligation, to construct and install or, pursuant to receipt of competitive bids, cause to be constructed and installed the required improvements in the event Developer shall fail or refuse to do so in accordance with the terms of this contract. Developer expressly agrees that the County may demand and draw upon the existing letter of credit for the final total cost of the improvements. Developer shall remain wholly liable for any resulting deficiency, should the letter of credit be exhausted prior to completion of the required improvements. In no event shall the County be obligated to expend public funds, or any funds other than those provided by the Developer, or the letter of credit to construct the required improvements.

9. Any letter of credit provided to the County by Developer with respect to this contract shall exist solely for the use and benefit of the County and shall not be construed or intended in any way, expressly or impliedly, to benefit or secure payment to any subcontractor, laborer, materialman or other party providing labor, material, supplies, or services for construction of the required improvements, or to benefit any lot purchaser(s), unless the County shall agree otherwise in writing.

10. This agreement is the full and complete understanding of the parties and shall not be construed or amplified by reference to any other agreement, discussion, or understanding, whether written or oral, except as specifically mentioned herein. This agreement shall not be assigned without the express written approval of the County. Any amendment, deletion, modification, extension, or revision hereto shall be in writing, executed by authorized representatives of both parties.
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

WITNESSES:

SDG KINGS, INC.

By
Bret Soverel, President

DEVELOPER

INeIAN RIVER COUNTY, FLORIDA

By
Joseph Al Baird
County Administrator

Authority: Resolution 2005-121
COUNTY

BCC approved plat: June 26, 2006

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Marian E. Fell
Assistant County Attorney
May 15, 2006

William G. Collins, II, County Attorney

Christopher J. Kater, Jr., P.E., County Engineer

William B. Eubank, Jr., Senior Engineering Inspector

Oaks of Vero Phase II Interior Sidewalk Bond

L.D.P. No. 200010085-43984 /PD-01-06-05

The enclosed revised engineer's certified cost estimate and quantities dated May 11, 2006 have been reviewed for bonding of interior sidewalks, and are found to be satisfactory. The total amount of the bond is $67,613.25 (125% of $54,090.60).

If you have any questions please call me at extension 1451

WBE/wbe

cc: Jason E. Brown, Budget Manager
    D. E. Howard, Jr., Manager Construction Coordination
    Mark Zans, Senior Planner/GIS
    Kenneth W. Jones, Schulke, Bittle & Stoddard, LLC

EXHIBIT "A"
Engineers Certified Cost Estimate -- Oaks of Vero Phase II

I, Joseph Schulke, P.E., a Florida registered engineer, License No. 47048, do hereby certify to Indian River County that a cost estimate has been prepared under my responsible direction for those improvements itemized in this exhibit and that the total cost estimate for said improvements is $67,613.25. This estimate has been prepared, in part, to induce approval by the county of the Oaks of Vero Phase II, and for the purpose of establishing proper surety amounts associated therewith.

Joseph Schulke, P.E.
No. 47048
### BOND AMOUNT FOR OAKS of VERO PHASE II

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>GENERAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sidewalk SF</td>
<td>SF</td>
<td>10606</td>
<td>$5.10</td>
<td>$54,090.60</td>
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</tbody>
</table>

Subtotal $54,090.60

PLUS 25% $13,522.65

BOND AMOUNT $67,613.25

Date: 6/12/06

Joseph Schulte, P.E.
Fl. Reg. No. 47018
MODIFICATION TO
CONTRACT FOR CONSTRUCTION OF REQUIRED SIDEWALK IMPROVEMENTS
NO. PD-01-06-15-SIDECFC (20000100085-44643)

THIS MODIFICATION, made and entered into this ___ day of __________, 2006, by and between SDG Kings, Inc., a Florida corporation, hereinafter referred to as "Developer", and INDIAN RIVER COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, on June 20, 2006 the Board of County Commissioners approved the final plat of The Oaks of Vero - P.D., Phase 2, and the Developer, SDG Kings, Inc., entered into a Contract for Construction of Required Sidewalk Improvements No. PD-01-06-15-SIDECFC (20000100085-44643) guaranteeing the completion of certain required sidewalk improvements within the plat of The Oaks of Vero - P.D., Phase 2 and agreed to post a Seacoast National Bank letter of credit in the amount of $67,613.25 as security to guarantee construction of those improvements; and

WHEREAS, the Developer is requesting that the Contract for Construction of Required Sidewalk Improvements be modified to allow Mercedes Homes, Inc., on behalf of SDG Kings, Inc., to post a Bank of America, N.A. irrevocable letter of credit in the like amount.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREBIN CONTAINED, the parties agree as follows:

1. The substitution of security by Mercedes Homes, Inc., on behalf of SDG Kings, Inc., in the form of a Bank of America, N.A. irrevocable letter of credit in the amount of $67,613.25 is approved.

2. The first sentence of paragraph numbered 3 of the Contract for Construction of Required Sidewalk Improvements No. PD-01-06-15-SIDECFC (20000100085-44643) is modified to read:

"In order to guarantee performance of this contract, Developer shall simultaneously herewith furnish an irrevocable letter of credit, having an expiration date of not less than ninety (90) days beyond the date set forth in Paragraph 1, provided by a banking institution authorized to transact such business in this state, in a
form to be approved by the County, naming Mercedes Homes, Inc. on behalf of SDG Kings, Inc. as customer and Bank of America, N.A., as the underwriting bank, in the amount of $67,613.25, which amount is not less than one hundred twenty-five percent (125%) of the estimated total cost of improvements remaining to be constructed, as determined in accordance with the County's Subdivision and Platting Ordinance."

3. All other terms set out in the Contract for Construction of Required Sidewalk Improvements No. PD-01-06-15-SIDEFC (20000100003-44643), remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

SDG KINGS, INC., a Florida corporation
DEVELOPER

By: Bret Stover, President

INDIAN RIVER COUNTY, FLORIDA
by and through its Board of County Commissioners

By: Arthur R. Neuberger, Chairman

BCC approved: 

ATTEST: J. K. Barton, Clerk of Court

By: Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

WILLIAM G. COLLINS
COUNTY ATTORNEY

F:\Attorney\Nancy\DOCS\PLAN\MODIFICATION TO side K cases of vero pl.2.000
BANK OF AMERICA - CONFIDENTIAL

DATE: OCTOBER 12, 2006

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 3084781

BENEFICIARY
INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS
1840 25TH STREET
VERO BEACH, FL 32960

ATTN: NANCY MOSSALI

APPLICANT
MERCEDES HOMES, INC., A FLORIDA CORPORATION, ON BEHALF OF
SDG KINGS, INC., A FLORIDA CORPORATION
6767 N. WICKHAM ROAD
SUITE 500
MELBOURNE, FL 32940

AMOUNT
USD 67,613.25
SIXTY SEVEN THOUSAND SIX HUNDRED THIRTEEN AND 25/100'S US DOLLARS

EXPIRATION
SEPTEMBER 20, 2007
IN HIALEAH, FL

GENTLEMEN:


THIS LETTER OF CREDIT SHALL AUTOMATICALLY EXTEND FOR AN ADDITIONAL 1-YEAR PERIODS, BUT NO LATER THAN SEPTEMBER 20, 2008 UNLESS BANK OF AMERICA, N.A. PROVIDES WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO INDIAN RIVER COUNTY OFFICE OF MANAGEMENT AND BUDGET AT 1840 25TH STREET, VERO BEACH, FLORIDA 32960 OF THE BANK'S INTENT NOT TO AUTOMATICALLY EXTEND THE LETTER OF CREDIT AT LEAST 90 DAYS PRIOR TO THE LETTER OF CREDIT EXPIRING. IN THE EVENT YOU ARE SO NOTIFIED ANY UNUSED PORTION OF THE LETTER OF CREDIT SHALL BE AVAILABLE UPON PRESENTATION, WITHIN THE CURRENT EXPIRATION DATE, OF YOUR SIGHT DRAFT.

WE ARE ADVISED BY THE APPLICANT THAT THIS LETTER OF CREDIT IS ISSUED TO YOU AS REQUIRED UNDER THE "CONTRACT FOR CONSTRUCTION OF SIDEWALK IMPROVEMENTS" AS MODIFIED, RELATING TO SIDEWALKS IN OAKS
THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 3084781

OF VERO PD - PHASE 2 BETWEEN SDG KINGS, INC. AND INDIAN RIVER COUNTY.

BANK OF AMERICA SHALL MAKE FUNDS AVAILABLE UNDER THIS LETTER OF CREDIT TO YOU NOT EXCEEDING IN THE AGGREGATE THE AMOUNT OF THIS LETTER OF CREDIT AGAINST YOUR SIGHT DRAFT DRAWN ON BANK OF AMERICA, N.A., HIALEAH, FLORIDA, ACCOMPANIED BY A LETTER FROM THE COUNTY ADMINISTRATOR OR HIS DESIGNEE, WITH APPROVAL SIGNATURES OF THE COUNTY ATTORNEY OR HIS DESIGNEE, AND THE DIRECTOR OF OFFICE OF BUDGET AND MANAGEMENT OR HIS DESIGNEE, STATING THAT SDG KINGS, INC. HAS DEFAULTED UNDER THE TERMS OF THE AFOREMENTIONED CONTRACT FOR CONSTRUCTION OF REQUIRED SIDEWALK IMPROVEMENTS AS MODIFIED OR FAILED TO POST ALTERNATE SECURITY, AND THAT THE AMOUNT OF THE DRAFT REPRESENTS THE AMOUNT REQUIRED BY THE COUNTY TO FULFILL THE PERFORMANCE OF SAID CONTRACT FOR CONSTRUCTION OF REQUIRED SIDEWALK IMPROVEMENTS AS MODIFIED. DRAFTS PRESENTED FOR PAYMENT UNDER THE LETTER OF CREDIT SHALL BE MARKED, "DRAWN ON IRREVOCABLE LETTER OF CREDIT NO. 3084781 OF BANK OF AMERICA, N.A."

BANK OF AMERICA, N.A. HEREBY AGREE THAT YOUR SIGHT DRAFT AND ACCOMPANYING LETTER AS MENTIONED ABOVE SHALL BE DULY HONORED AND PAYMENT MADE UPON PRESENTATION TO OUR OFFICE LOCATED AT BANK OF AMERICA, N.A. TRADE OPERATIONS, 17100 NW 59TH AVENUE, HIALEAH, FL 33015, MAIL CODE: PW7-400-01-56.

PARTIAL DRAWINGS ARE NOT PERMISSIBLE.

THIS IRREVOCABLE LETTER OF CREDIT CANNOT BE AMENDED, MODIFIED, CANCELLED, OR REVOKED WITHOUT CONSENT OF THE BENEFICIARY.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING. SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT, OR CONTRACT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT, OR CONTRACT.

WE HEREBY ENGAGE WITH YOU THAT DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION AT BANK OF AMERICA, N.A. TRADE OPERATIONS, 17100 NW 59TH AVENUE, HIALEAH, FL 33015, MAIL CODE: FL7 400 01-56.


IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 213 481-7833.

AUTHORIZED SIGNATURE
BANK OF AMERICA - CONFIDENTIAL

DATE: OCTOBER 12, 2006

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 3084767

BENEFICIARY
INDIAN RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS
1840 25TH STREET
VERO BEACH, FL 32960
ATTN: NANCY MOSSALI

APPLICANT
MERCEDES HOMES, INC., A FLORIDA CORPORATION, ON BEHALF OF
SDG KINGS, INC., A FLORIDA CORPORATION

6767 N. WICKHAM ROAD
SUITE 500
MELBOURNE, FL 32940

AMOUNT
USD 192,670.51
ONE HUNDRED NINETY TWO THOUSAND SIX HUNDRED SEVENTY AND 51/100'S US DOLLARS

EXPIRATION
SEPTEMBER 20, 2007
IN HIALEAH, FL

GENTLEMEN:

BY ORDER OF MERCEDES HOMES, INC., A FLORIDA CORPORATION, ON BEHALF OF SDG KINGS, INC., A FLORIDA CORPORATION, BANK OF AMERICA, N.A. HEREBY ESTABLISHES AN IRREVOCABLE LETTER OF CREDIT NO. 3084767 IN YOUR FAVOR IN THE AMOUNT OF $192,670.51 EFFECTIVE AS OF OCTOBER 12, 2006 AND EXPIRING AT OUR OFFICE AT THE CLOSE OF BUSINESS ON SEPTEMBER 20, 2007.

WE ARE ADVISED BY THE APPLICANT THAT THIS LETTER OF CREDIT IS ISSUED TO YOU AS REQUIRED UNDER THE CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS AS MODIFIED BETWEEN SDG KINGS, INC. AND INDIAN RIVER COUNTY, RELATING TO OAKS OF VERO PD - PHASE 2 WHICH CONTRACT IS NUMBERED PD-21-06 15-CFC (2000100085 44643).

BANK OF AMERICA SHALL MAKE FUNDS AVAILABLE UNDER THIS LETTER OF CREDIT TO YOU NOT EXCEEDING IN THE AGGREGATE THE AMOUNT OF THIS LETTER OF CREDIT AGAINST YOUR SIGHT DRAFT DRAWN ON BANK OF AMERICA, N.A., HIALEAH, FLORIDA, MENTIONING THIS LETTER OF CREDIT NO. 3084767, ACCOMPANYED BY A LETTER FROM THE COUNTY ADMINISTRATOR OR HIS DESIGNEE, WITH APPROVAL SIGNATURES OF THE COUNTY ATTORNEY OR HIS DESIGNEE, AND THE DIRECTOR OF OFFICE OF BUDGET AND MANAGEMENT OR HIS DESIGNEE, STATING THAT SDG KINGS, INC. HAS

ORIGINAL
BANK OF AMERICA - CONFIDENTIAL

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 3084767

DEPAULTED UNDER THE TERMS OF THE AFOREMENTIONED CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS AS MODIFIED, AND THAT THE AMOUNT OF THE DRAFT REPRESENTS THE AMOUNT REQUIRED BY THE COUNTY TO FULFILL THE PERFORMANCE OF SAID CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS AS MODIFIED. DRAFTS PRESENTED FOR PAYMENT UNDER THE LETTER OF CREDIT SHALL BE MARKED, "DRAWN ON IRREVOCABLE LETTER OF CREDIT NO. 3084767 OF BANK OF AMERICA, N.A."

BANK OF AMERICA, N.A. HEREBY AGREE THAT YOUR SIGHT DRAFT AND ACCOMPANYING LETTER AS MENTIONED ABOVE SHALL BE DULY HONORED AND PAYMENT MADE UPON PRESENTATION TO OUR OFFICE LOCATED AT BANK OF AMERICA, N.A., TRADE OPERATIONS, 17100 NW 59TH AVENUE, HIALEAH, FL 33015, MAIL CODE: FL7-400-01-56 ON OR BEFORE SEPTEMBER 20, 2007.

PARTIAL DRAWINGS ARE NOT PERMISSIBLE.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING. SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT, OR CONTRACT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT, OR CONTRACT.

WE HEREBY ENGAGE WITH YOU THAT DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONOURED UPON PRESENTATION AT BANK OF AMERICA, N.A., TRADE OPERATIONS, 17100 NW 59TH AVENUE, HIALEAH, FL 33015, MAIL CODE: FL7-400-01-56 ON OR BEFORE SEPTEMBER 20, 2007.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, ICC PUBLICATION NO. 590.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 213 481-7833.

SOLIVAR CARRILLO
ASST. VICE PRESIDENT

ORIGINAL
MEMORANDUM

TO:      Board of County Commissioners

FROM: William G. Collins II - County Attorney

DATE:      October 9, 2006

SUBJECT: Brookfield at Trillium Phase 'A'
Developer: Woodside Trillium, LLC (William Handler, Manager)
Modification to Contract for Construction of Required Sidewalk Improvements

The plat of Brookfield at Trillium Phase 'A' was approved by the Board of County Commissioners on July 6, 2004 and cash was posted to guaranty the completion of required sidewalks.

Under Indian River County Code, the developer initially has two years from the date of final plat approval to complete the required sidewalks, with the ability to extend in 2-year increments, but for no more than ten years. The developer has requested an extension of time to complete those required sidewalk improvements to July 6, 2008. The developer has also requested a reduction in security posted since a majority of the sidewalks have already been constructed. The requisite extension fee and reduction fee have been received from the developer along with its engineer's certified updated cost estimate of the remaining sidewalks that are not yet constructed. Staff has reviewed and approved that certified updated cost estimate.

Additionally, the developer has executed the attached Modification to Contract for Construction of Required Sidewalk Improvements No. SD-04-03-15-SIDE (2002040022-38116).
RECOMMENDATION:

Approve the attached Modification to Contract for Construction of Required Sidewalk Improvements No. SD-04-03-15-SIDE (2002040022-38116) and authorize the Chairman of the Board of County Commissioners to execute same, to extend the completion date to July 6, 2008 and reduce the amount of cash from $43,225.00 to $6,885.00.
MODIFICATION TO
CONTRACT FOR CONSTRUCTION OF REQUIRED SIDEWALK IMPROVEMENTS
NO. SD-04-03-15-SIDE (2002040022-38116)

THIS MODIFICATION, made and entered into this ___ day of ___, 2006, by and between Woodside Trillium, LLC, a Florida limited liability company, hereinafter referred to as "Developer", and INDIAN RIVER COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County".

WITNESS ETH:

WHEREAS, Developer entered into a Contract for Construction of required Sidewalk Improvements No. SD-04-03-15-SIDE (2002040022-38116) guaranteeing the completion of certain required sidewalk improvements on or before July 6, 2006 and posted cash as security to guarantee completion; and

WHEREAS, all sidewalk improvements has been completed with the exception of 270 feet fronting Lots 49A and 50A; and

WHEREAS, the developer has

(a) requested an additional two-year extension to July 6, 2008 to complete the remaining required sidewalk improvements, as allowed by code;

(b) requested a reduction in the amount of security necessary to complete the remaining sidewalks; and

(c) provided an updated certified cost estimate attached as Exhibit "A";

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED, the parties agree as follows:

1. The date for completion of the required sidewalk improvements as outlined in the Contract for Construction of Required Sidewalk Improvements No. SD-04-03-15-SIDE (2002040022-38116) is extended to July 6, 2008.

2. The $43,225.00 cash on deposit for Brookfield at Trillium Phase 'A' sidewalks can be reduced to $6,885.00 which amount represents 125% of the remaining sidewalk improvements to be completed as evidenced by developer's engineer's certified cost estimate as approved by County engineering, attached as Exhibit "A".
3. All other terms set out in the Contract for Construction of Required Sidewalk Improvements No. SD-04-03-15-SIDE (2002040022-38116) remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

Signed in the presence of:

Sign: [Signature]
Print: [Name]

WOODSIDE TRILLIUM, LLC, a Florida limited liability company
DEVELOPER
By: William Handler, Manager

INDIAN RIVER COUNTY, FLORIDA
by and through its Board of County Commissioners

By: Arthur R. Neuberger, Chairman

ATTEST: J. K. Barton, Clerk of Court
By: Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

BY
WILLIAM G. COLLINS
COUNTY ATTORNEY
INDIAN RIVER COUNTY
MEMORANDUM

DATE: September 21, 2006
TO: William G. Collins, II, County Attorney
THROUGH: Christopher J. Kafar, Jr., P.E., County Engineer
FROM: William B. Eubank, Jr., Senior Engineering Inspector
SUBJECT: Brookfield @ Trillium Village A, Onsite Sidewalk Bond
REFERENCE: Project No. 2002040022 / SD-04-03-15 / SP-MA-02-12-73

The enclosed engineer's certified cost estimate and quantities have been reviewed for the interior sidewalks and are found to be satisfactory. The total amount of the bond is $6,885.00 ($5,508.00 x 125%).

If you have any questions, Please call me at extension 1451.

WBE/wbe

cc: Jason E. Brown, Budget Manager
D.E. Howard, Jr., Manager, Construction Coordination
Mark Zans, Staff Planner, Current Development
Joseph Schulke, P.E., Schulke, Bittle & Stoddard, L.L.C.
File

EXHIBIT "A"
I, Joseph Schulke, a Florida registered engineer, License No. 47048, do hereby certify to Indian River County that a cost estimate has been prepared under my responsible direction for those improvements itemized in this exhibit and that the total cost estimate for said improvements is $6,885.00. This estimate has been prepared, in part, to induce approval by the county of the Brookfield A at Trillium, and for the purpose of establishing proper surtax amounts associated therewith.

Joseph Schulke, P.E.
Date: 6/29/10
No. 47048
**BOND AMOUNT FOR BROOKFIELD A AT TRILLIUM 8-14-06**

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<tr>
<th>DESCRIPTION</th>
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<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
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<td><strong>GENERAL</strong></td>
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</tr>
<tr>
<td>Interior sidewalks remaining 279' X 4' =</td>
<td>SF</td>
<td>1080</td>
<td>$5.10</td>
<td>$5,508.00</td>
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<tr>
<td>Remaining Sidewalk Lats 49A, 50A</td>
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</table>

| PLUS 25%                                          |      |          |            |          |
|                                                  |      |          |            |          |

| **BOND AMOUNT**                                   |      |          |            |          |
|                                                  |      |          |            |          |

Subtotal $5,508.00

$1,377.00

$6,885.00

Date: 8/29/06

Joseph Schulte, P.E.

E. Reg. No. 47048

**EXHIBIT "A"**

Page 3 of 3
MEMORANDUM

TO: The Board of County Commissioners

FROM: William G. Collins II - County Attorney

DATE: October 9, 2006

SUBJECT: Stoney Brook Farm
Developer: Stoneybrook Farms Group, L.L.C.
Ratification of Second Modification to Contract for Construction of Required Improvements

On October 3, 2006 the Board of County Commissioners approved a request of the developer, Stoneybrook Farms Group, L.L.C., for a 30-day extension to complete the required improvements to Stoney Brook Farm.

Attached for ratification is the Second Modification to Contract for Construction of Required Improvements No. SD-04-05-17-CFC (2003110240-46697) that implements the Board’s direction.

attachment

APPROVED FOR: 10-24-06

E.G.G MEETINGS - CONSENT AGENDA

COUNTY ATTORNEY

F:\Attorney\Nancy\DOC\NM\MG\Stoney Brook.doc
SECOND MODIFICATION TO
CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS
NO. SD-04-05-17-CFC (2003110240-46697)

THIS MODIFICATION, made and entered into this ___ day of
______, 2006, by and between Stoneybrook Farms Group, L.L.C., a
Florida limited liability company, hereinafter referred to as "Developer", and
INDIAN RIVER COUNTY, a political subdivision of the State of Florida, by and
through its Board of County Commissioners, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the final plat for Stoney Brook Farm was approved by the
Board of County Commissioners on July 12, 2005, and the Developer entered
into a Contract for Construction of Required Improvements No. SD-04-05-17-
CFC (2003110240-46697) guaranteeing the completion of required
improvements on or before July 12, 2006, and posted an AmSouth Bank
Irrevocable Letter of Credit #79531596 as security with an expiration date of
October 12, 2006; and

WHEREAS, on June 20, 2006 the Developer requested a 1-year
extension to complete the required improvements, but because there were
numerous houses under construction in the subdivision, the Board of County
Commissioners only granted a 2-month extension so long as the security
supporting the contract was extended an additional 90-days beyond the newly
extended 2-month period for performance; and

WHEREAS, the security supporting the contract was never extended,
resulting in the June 20, 2006 contract modification becoming null and void; and

WHEREAS, on October 3, 2006 Mr. Mark Brackett, on behalf of the
Developer, appeared before the County Commission to request another
extension for 30 days.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL
COVENANTS AND PROMISES HEREIN CONTAINED, the parties agree as
follows:

1. The date for completion of the required improvements is extended
   for 30 days.

2. Indian River County is to receive no later than 12:00 noon on
   October 9, 2006 an amendment to AmSouth Bank Irrevocable Letter of Credit
   #79531596 extending the expiration date 180 days beyond the October 12, 2006
   expiration date (April 12, 2007), otherwise this modification shall be null and void
   and staff will proceed to call the AmSouth Bank Irrevocable Letter of Credit
   #79531596 on October 10, 2006.
3. The 8th Street turn lane security is part of the AmSouth Bank Irrevocable Letter of Credit #78531596, and is listed as a required improvement in Contract for Construction of Required Improvements No. SD-04-05-17-CFC (2003110240-46697). It is recognized that this turn lane will not be complete within the 30-day extension period, but that only 30 certificates of occupancy will be issued for residences within Stoney Brook Farm until the 8th Street turn lane has been constructed and inspected to the satisfaction of the County. A 3-year maintenance bond for the turn lane improvements must be in place with the County before the 31st certificate of occupancy will be issued.

4. All other terms set out in the Contract for Construction of Required Improvements No. SD-04-05-17-CFC (2003110240-46697), copy attached, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

STONEYBROOK FARMS GROUP, L.L.C., a Florida limited liability company

DEVELOPER

By: Chad Kelly, Manager

By: J. K. Barton, Clerk of Court

By: Deputy Clerk

ATTEST: J. K. Barton, Clerk of Court

By: ________________

Deputy Clerk

INDIAN RIVER COUNTY, FLORIDA
by and through its Board of County Commissioners

By: ________

Arthur R. Neuberger, Chairman

BCC ratified:

Approved as to form and legal sufficiency

WILLIAM G. COLLINS
COUNTY ATTORNEY
DATE: OCTOBER 04, 2006

BENEFICIARY: INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS 1840 25TH STREET VERO BEACH, FL 32960

OPENER: STONEYBROOK FARMS GROUP, L.L.C. 1974 14TH AVENUE VERO BEACH, FL 32961

WE HAVE AMENDED THE CAPTIONED LETTER OF CREDIT AT THE REQUEST OF THE OPENER.

AMENDED TERMS AND CONDITIONS:

AMOUNT DECREASED BY: USD $541,866.68
NEW BALANCE: USD $1,963,757.95

EXPIRATION DATE AMENDED TO: APRIL 12, 2007.

THIS AMENDMENT MUST BE ATTACHED TO AND BECOME AN INTEGRAL PART OF THE ORIGINAL CREDIT. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Sincerely,

[Signature]

AUTHORIZED SIGNATURE
BACKGROUND AND ANALYSIS

On October 18, 2005 the Board of County Commissioners (BCC) approved the award of Bid No. 2006013 for $132,500.00 to Underground Utilities, Inc. The sewer improvements were completed, and inspected by the County Utilities Department for placement into service. The Contractor has been paid $119,912.50 for 90% of the Contract with $12,587.50 held as retainage.

Application for Payment No. 3 - FINAL was submitted on September 19, 2006 for $12,587.50 and has been certified by staff as true and correct (See Attachment 1). The total construction amount is $132,500.00. The final payment of $12,587.50 will release the retainage and complete the County’s obligation to the Contractor.

RECOMMENDATION

The staff of the Department of Utility Services recommends the Board of County Commissioners approve the total project cost of $132,500.00 and approve Application for Payment No. 3 - Final as final payment to the Contractor, Underground Utilities, Inc., in the amount of $12,587.50, as presented (See Attachment 1).
ACCOUNT NUMBER | ACCOUNT NAME | AMOUNT
|-----------------|-----------------|-----------------|
| 47123536-044699-05506 | R & R FUND | $12,587.50

Attachments:

1. Application for Payment #3 – FINAL.

GES/ges

APPROVED FOR AGENDA:

BY: Joseph A. Baird
Joseph A. Baird
County Administrator

DATE: April 24, 2006

<table>
<thead>
<tr>
<th>Department</th>
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<tbody>
<tr>
<td>Indian River Co. Administration</td>
<td>[Signature]</td>
<td>4-8</td>
</tr>
<tr>
<td>Utilities</td>
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</table>
Indian River County Department of Utilities

APPLICATION for PAY REQUEST
by - UNDERGROUND UTILITIES INC.
390 21st Street SE, Vero Beach, Fl. 32962

Request # 3 Final 100%
18-Sep-06

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<th>Estimated Quantity</th>
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<th>Total Price</th>
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<tbody>
<tr>
<td>1</td>
<td>Furnish &amp; Install all improvements on Construction Plans for Project entitled &quot;Construction Plans for Hydraulic Improvements to Lift Station #109 for Indian River County Utilities, May 2005&quot; as prepared by Kimley-Horn and Associates, Inc. and per Indian River County Standards and Specifications.</td>
<td>1</td>
<td>LS</td>
<td>$117,500.00</td>
</tr>
<tr>
<td>2</td>
<td>Mobilization (See Section 01025)</td>
<td>1</td>
<td>LS</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

Subtotal Facilities = $132,500.00

Total Water Facilities $132,500.00
Total Completed to Date 100% $132,500.00
Retainage 10% $13,250.00
Total Paid to Date $119,250.00
Total Due Less Paid to Date $12,587.50
Total Invoice Amount Due $12,587.50

Submitted by George E. French (Underground Utilities Inc.)
Date 9/14/06

Approved by IRCU Eng. Gordon E. Sparks P.E.
Date 9/28/06

Received SEP 18 2006

Utilities
Attachment 1
SECTION 00622 - Contractor's Application for Payment

Application for Payment # 3 @ 100% Final
For Work Accomplished through the period of 7/14/06 through 9/18/06

To: Indian River County (OWNER)
From: Underground Utilities Inc. (Contractor)

Project Name: HYDRAULIC IMPROVEMENTS TO LIFT STATION #109
COUNTY BID # 20060013, WIP # 471-169-000-05506
UCP No. 2493
ENGINEER OF RECORD: Gordon E. Sparks PE

<p>| | |</p>
<table>
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<tr>
<td>1.</td>
<td>Original Contract Price:</td>
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<td>2.</td>
<td>Net change by Change Orders and Written Amendments (+ or -):</td>
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<tr>
<td>3.</td>
<td>Current Contract Price (1 plus 2):</td>
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<td>4.</td>
<td>Total completed and stored to date (*100%):</td>
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<td>5.</td>
<td>Retainage (per Agreement):</td>
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<td>6.</td>
<td>Total completed and stored to date: (including retainage)</td>
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<tr>
<td>7.</td>
<td>Less previous Application for Payments</td>
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<tr>
<td>8.</td>
<td>DUE THIS APPLICATION (6 MINUS 7):</td>
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</table>

(*) If applicable, an Itemized list of labor and/or materials furnished and installed is attached.

CONTRACTOR'S CERTIFICATION:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective and (4) If this Periodic Estimate is for a Final payment to project or improvement, I further certify that all persons doing work upon or furnishing materials or supplies for this project or improvement under this foregoing contract have been paid in full, and that all taxes imposed by No. 212 Florida Statutes, (Sales and Use Tax Act, as Amended) have been paid and discharged, and that I have no claims against the OWNER.
CERTIFICATION OF ARCHITECT OR CONSULTING ENGINEER (WHERE APPLICABLE):
I certify that I have checked and verify the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of the work performed and/or material supplied by the Contractor.

Dated 9/20/06

(ENGINEER) SIGNATURE

CERTIFICATION OF ENGINEER / INSPECTOR / OWNER:
I have checked the estimate against the Contractor's Schedule of Amounts for Contract Payments and the notes and reports of my inspections of the project. It is my opinion that this statement of work performed and/or materials supplied is accurate, that the Contractor is observing the requirements of the Contract, and that the Contractor should be paid the amount requested above.

Dated 9/20/06

(ENGINEER / OWNER) SIGNATURE

Accompanying Documentation: Itemized List of Labor Bid Items

** END OF SECTION **
Board of County Commissioners
State of Florida - County of Indian River
1840 25th Street
Vero Beach, Florida 32960

Pay $83,475 DOLLARS AND NO CENTS

To The UNDERGROUND UTILITIES INC
Order Of 360 21ST STREET SL
VERO BEACH FL 32962-0000

02/27/06
02/27/06
2132

1-RET
1LIFT-ST A109
187656
187846
RETAINEAGE
HYDRAULIC IMPROVEMENTS LIF

9,275.00
92,750.00

2132
UNDERGROUND UTILITIES INC
172656
03/09/2006
83,475.00

PAID MAR 9 2006
TO: Underground Utilities

FOR (DESCRIPTION): Hydraulic Improvements to Lift Station #109

VENDOR #: 2132

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PAID MAR 0.9.2006.

TOTAL: $83,475.00
Indian River County Department of Utilities

APPLICATION for PAY REQUEST

by- UNDERGROUND UTILITIES INC.
390 21st Street SE, Vero Beach, Fl. 32962

REQUEST #1
FEB. 27, 2006

70%

Bid Item Estimated
Item No. Description Quantity Unit of Measure Total Price

1 Furnish & Install all improvements on Construction Plans for Project entitled "Construction Plans for Hydraulic Improvements to Lift Station #109 for Indian River County Utilities, May 2005" as prepared by Kimley-Horn and Associates, Inc. and per Indian River County Standards and Specifications
1 LS $117,500.00

Subtotal Facilities = $117,500.00

Mobilization (See Section 01023)
1 LS $15,000.00

Total Water Facilities = $132,500.00

Total Completed to Date 70% $92,750.00
Retainage 10% $9,275.00
Total Paid to Date $50.00
Total Due LESS Retainage $83,475.00
Total Invoice Amount Due $83,475.00

Submitted by George E. French (Underground Utilities Inc.)
Date 2-27-06

Approved by IRCU Eng. Gordon E. Sparks P. E.
Date 2-28-06

Contractor's Bid Item List
00315-4
5. **PROCLAMATIONS and PRESENTATIONS (CONT'D.)**

C. Presentation of Proclamation Designating October 21 – 29, 2005 as Character Counts! Week
   (memorandum dated October 12, 2005) ................................................................. 2

D. Presentation by Cynthia L. Cox, Circuit Judge, and the Indian River County Drug Court Team
   (memorandum dated October 12, 2005) ................................................................. 4

6. **APPROVAL OF MINUTES**

None

7. **CONSENT AGENDA**

A. Approval of Warrants
   (memorandum dated October 6, 2005) ................................................................. 5-13

B. Appointment to the Beach and Shore Preservation Advisory Committee
   (memorandum dated October 10, 2005) ................................................................. 14-18

C. Out of County Travel for Commissioners to Attend the 2006 Florida Association of Counties Legislative Conference November 30 – December 2, 2005
   (memorandum dated October 10, 2005) ................................................................. 19-23

D. Florida Department of Law Enforcement FY 2005/2006 Edward Byrne Memorial Justice Assistance Grant (JAG) Program
   (memorandum dated October 11, 2005) ................................................................. 24-51

E. Approval of Bid Award for IRC Bid #2006016 Annual Bid for Calcium Hypochlorite – Utilities Department
   (memorandum dated October 6, 2005) ................................................................. 52-58

F. Approval of Bid Award and Sample Agreement for IRC Bid #2006013 Hydraulic Improvements to Lift Station #109 (Includes improvements to Lift Stations #108 & #115) – Utilities Department
   (memorandum dated October 3, 2005) ................................................................. 59-79

G. Communications Tower Lease with M/A COM
   (memorandum dated September 23, 2005) ........................................................... 80-120

H. Pine Grove Subdivision Request for Authorization for Staff to Call Letter of Credit
   (memorandum dated October 12, 2005) ................................................................. 121-130
7.E. BID AWARD #2006016 TO UNIVAR USA, INC. – ANNUAL BID FOR CALCIUM HYPOCHLORITE – UTILITIES DEPARTMENT

ON MOTION by Commissioner Davis, SECONDED by Commissioner Bowden, the Board unanimously awarded Bid #2006016 to Univar USA, Inc. as the lowest and most responsive bidder meeting the specifications as set forth in the Invitation to Bid; authorized the Purchasing Division to issue blanket purchase orders for the period of October 1, 2005 through September 30, 2006 with Univar; and authorized the Purchasing Manager to renew this bid for two (2) additional one (1) year periods subject to satisfactory performance, zero cost increase, vendor acceptance and the determination that renewal of this annual contract is in the best interest of Indian River County, as recommended in the memorandum of October 6, 2005.

7.F. BID AWARD #2006013 TO UNDERGROUND UTILITIES, INC. – HYDRAULIC IMPROVEMENTS TO LIFT STATION #109 (INCLUDES IMPROVEMENTS TO LIFT STATIONS #108 AND #115) – UTILITIES DEPARTMENT

ON MOTION by Commissioner Davis, SECONDED by Commissioner Bowden, the Board unanimously awarded Bid #2006013 to Underground Utilities, Inc. as the lowest most responsive and responsible bidder meeting the specifications as set forth in the Invitation to Bid; and approved the proposed sample agreement and authorized

October 18, 2005
the Chairman to execute said agreement when required performance and payment bonds have been submitted along with appropriate certificates of insurance and the County Attorney has approved the agreement as to form and legal sufficiency, as recommended in the memorandum of October 3, 2005.

CONTRACT IS ON FILE
IN THE OFFICE OF THE CLERK TO THE BOARD

7.G. COMMUNICATIONS TOWER LEASE AGREEMENT WITH M/A COM (PEA ERICSSON) – 800 MHz STATEWIDE PUBLIC SAFETY RADIO SYSTEM – NORTH COUNTY TOWER SITE (BAILEY DRIVE, SEASTIAN)

ON MOTION by Commissioner Davis, SECONDED by Commissioner Bowden, the Board unanimously approved the Communications Tower Lease Agreement with M/A COM; authorized the Chairman to execute the proposed agreement and authorized staff to sign all acceptance and necessary project documents, as recommended in the memorandum of September 23, 2005.

LEASE AGREEMENT IS ON FILE
IN THE OFFICE OF THE CLERK TO THE BOARD


October 18, 2005
7.E. **Bid Award #2006016 to Univar USA, Inc. — Annual Bid for Calcium Hypochlorite - Utilities Department**

ON MOTION by Commissioner Davis, SECONDED by Commissioner Bowden, the Board unanimously awarded Bid #2006016 to Univar USA, Inc. as the lowest and most responsive bidder meeting the specifications as set forth in the Invitation to Bid; authorized the Purchasing Division to issue blanket purchase orders for the period of October 1, 2005 through September 30, 2006 with Univar; and authorized the Purchasing Manager to renew this bid for two (2) additional one (1) year periods subject to satisfactory performance, zero cost increase, vendor acceptance and the determination that renewal of this annual contract is in the best interest of Indian River County, as recommended in the memorandum of October 6, 2005.

7.F. **Bid Award #2006013 to Underground Utilities, Inc. — Hydraulic Improvements to Lift Station #109 (Includes Improvements to Lift Stations #108 and #115) — Utilities Department**

ON MOTION by Commissioner Davis, SECONDED by Commissioner Bowden, the Board unanimously awarded Bid #2006013 to Underground Utilities, Inc. as the lowest most responsive and responsible bidder meeting the specifications as set forth in the Invitation to Bid; and approved the proposed sample agreement and authorized
Pay $36,437 DOLLARS AND 50 CENTS

To: UNDERGROUND UTILITIES INC
Order at 390 21ST STREET SE
VERO BEACH FL 32962-0000

Vend. Num: 2132  Check Num: 179157

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<td>2-LS109</td>
<td>HYDRAULIC IMPROVEMENTS TO L</td>
<td>36,437.50</td>
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</table>

2132   UNDERGROUND UTILITIES INC  179157  06/29/2006  36,437.50

PAID JUN 29 2006
TO: Underground Utilities, Inc

FOR (DESCRIPTION): Hydraulic Improvements to LS #109

VENDOR #: 2132

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<th>ACCOUNT NUMBER</th>
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<td>4713536</td>
<td>$33125.00</td>
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Release Retainage

PAID: Jun 24, 2008

FINANCE OFFICE APPROVAL: D R Date: 06/18/06 TOTAL: $36,437.50
**Indian River County Department of Utilities**

**APPLICATION for PAY REQUEST**

by: **UNDERGROUND UTILITIES INC.**

390 21st Street SE, Vero Beach, FL 32962

**REQUEST #2 95%**

15-May-06

---

<table>
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<tr>
<th>Bid Item No.</th>
<th>Bid Item Description</th>
<th>Estimated Quantity</th>
<th>Unit of Measure</th>
<th>Total Price</th>
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<td>Furnish &amp; Install all improvements on Construction Plans for Project entitled &quot;Construction Plans for Hydraulic Improvements to Lift Station #09 for Indian River County Utilities, May 2005&quot; as prepared by Kimley-Horn and Associates, Inc. and per Indian River County Standards and Specifications</td>
<td>1</td>
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<tr>
<td>2</td>
<td>Mobilization (See Section 01025)</td>
<td>1</td>
<td>HS</td>
<td>$15,000.00</td>
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</tbody>
</table>

**Total**

$132,500.00

---

**Total Completed to Date 95%** $125,875.00

**Retainage 10%** $12,587.50

**Total Paid to Date Plus Retainage** $96,062.50

**Total Due Less Paid to Date** $36,437.50

**Total Invoice Amount Due** $36,437.50

---

Submitted by **George E. French**  (Underground Utilities Inc.)

Approved by **Gordon E. Sparks**  P.E.

**RECEIVED**

MAY 15 2006

**UTILITIES**
ACCOUNTS PAYABLE CHECK DISTRIBUTION REQUEST

DATE: June 28, 2006

DEPARTMENT: Utilities

REQUESTOR: Cindy Corrente, Assistant Director

I understand all Accounts Payable checks are to be mailed. I would like to request an exception be made for the following check:

Vendor: Underground Utilities

Amount of check: $36,437.50

Date of check: 6/30/2006

Please release this check to: Utilities

Proper identification must be provided when the check is picked up.

It is necessary for this check to be picked up rather than mailed because:

Invoice was misplaced in Finance so vendor needs his check asap.

APPROVED BY:

Department Head: 

Budget Office: 

F:\Utilities\UTILITY - ACCOUNTS PAYABLE\Forms\Accounts Payable Check Distr Request.doc
## APPLICATION for PAY REQUEST

by: UNDERGROUND UTILITIES INC.
390 21st Street SE, Vero Beach, FL 32962

REQUEST #1
FEB. 27, 2006

### Project: HYDRAULIC IMPROVEMENTS TO LIFT STATION #109

- Indian River County Bid No. 2006013
- UCP No. 2493, WIP No. 471-169000-05506
- February 27, 2006

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<tr>
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<td>JS</td>
<td>$117,500.00</td>
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<td>Mobilization (See Section 01025)</td>
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<td>LS</td>
<td>$15,000.00</td>
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</tbody>
</table>

Subtotal Facilities: $117,500.00
Total Water Facilities: $132,500.00
Total Completed to Date: 70%
Total Paid to Date: $92,750.00
Retainage: 10%
Total Due LESS Retainage: $83,475.00
Total Invoice Amount Due: $83,475.00

Submitted by: George E. French (Underground Utilities Inc.)
Date: 2/27/06

Approved by: Gordon E. Sparks P.E.
Date: 2/27/06
APPLICATION for PAY REQUEST
by - UNDERGROUND UTILITIES INC.  
390 21st Street SE, Vero Beach, Fl. 32962

REQUEST # 2 95%
15-May-06

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<td>$117,500.00</td>
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Subtotal Facilities = $117,500.00

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<td>Mobilization (See Section 0125)</td>
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Total Water Facilities = $132,500.00

Total Completed to Date 95% = $125,875.00
Retainage 10% = $12,587.50
Total Paid to Date Plus Retainage = $96,062.50
Total Due Less Paid to Date = $36,437.50
Total Invoice Amount Due = $36,437.50

Submitted by George E. French (Underground Utilities Inc.) Date 5/15/06

Approved by IRCU Eng. Gordon E. Sparks P. E. Date 5/15/06
Date: Oct. 5, 2006
To: Joseph A. Baird, County Administrator
From: W. Erik Olson, Director of Utility Services
Prepared & Staffed by: Michael C. Hotchkiss, P.E., Capital Projects Manager
L.R. Brown, P.E., Environmental Engineer
Subject: Release of Partial Retainage with Indian River Industrial Contractors for the Central Plant Expansion UCP #2347 Amendment 2 to Bid No. 7029

BACKGROUND AND ANALYSIS:

The contract on County Bid Number 7029 was awarded to Indian River Industrial Contractors, Inc., on April 8, 2005 for $4,477,000. Change Order 1 was approved on August 22, 2006 for $23,523 bringing the total contract amount to $4,500,523. Amendment 1 of this agreement approved a reduction of retainage from 10% to 5% on 23 May 2006. Payments to date amount to $4,275,496.85 leaving a contract balance of $225,026.15 or 5% of the contract amount.

Construction on this project was completed in June. Punch list items were completed on September 22, and no remaining construction related items are outstanding. Electrical as-built drawings, however, remain to be completed. The Engineer of Record recommends in Attachment 1 that the retainage be reduced to reflect the work remaining. It is recommended that the retainage be reduced from $225,026.15 to $10,000. Continued holding of the complete 5% retainage poses an undue hardship on the contractor who has performed well throughout this contract.

RECOMMENDATION:

The staff of the Department of Utility Services recommends that the Board of County Commissioners approve Amendment No. 2 to Bid 7029 to Indian River Industrial Contractors, Inc. for reducing the retainage to $10,000 and execute same as presented.

Attachments:
1. Engineer of Record Recommendation
2. Amendment 2

Accounts for Funding:
$4,500,523 – Account No. 472-169000-04503
APPROVED FOR AGENDA:

BY: [Signature]
Joseph A. Baird
County Administrator

FOR:
Date

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<td>Budget</td>
<td>[Signature]</td>
<td>10/26/06</td>
</tr>
<tr>
<td>Dept.</td>
<td>[Signature]</td>
<td>10/26/06</td>
</tr>
<tr>
<td>Risk Mgr.</td>
<td>[Signature]</td>
<td>10/26/06</td>
</tr>
</tbody>
</table>
ATTACHMENT 2

CENTRAL REGIONAL WASTEWATER TREATMENT PLANT EXPANSION
FROM 2.0 MGD TO 4.0 MGD
BID NO. 7029-AMENDMENT 2

This Amendment No. 2 to Central Regional Wastewater Treatment Plant Expansion, From 2.0 MGD to 4.0 MGD – Bid No. 7029 Amendment 2 is entered into as of October 2, 2006, pursuant to that certain agreement entered into as of December 7, 2004 by and between Indian River County, a political subdivision of the State of Florida, and Indian River Industrial Contractors, Inc. as contractor.

1. The parties desire to amend Paragraph 1.8.5 to reduce retainage to $10,000.00. Owner shall retain $10,000.00 of the payment amount due to Contractor until final completion and acceptance of all work to be performed by Contractor under the Contract Documents.

2. The terms of the construction contract not specifically modified herein shall remain in Full Force and Effect.

IN WITNESS WHEREOF, the parties have executed this Contract Amendment as of the date first written above.

CONTRACTOR
Indian River Industrial Contractors, Inc.

By: ____________________________

Title: Vice President

Date: 10/2/06

INDIAN RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: ____________________________

Arthur R. Neuberger

Date: ____________________________

Attest: JK Barton, Clerk of Court

By: ____________________________

Deputy Clerk

Approved: ____________________________

Joseph A. Baird, County Commissioner

Approved as to Form & Legal Sufficiency:

By: ____________________________

Marian Fell, Asst. County Attorney

226
October 4, 2006

Mr. Larry Brown, P.E.
Indian River County Utility Department
1840 25th Street
Vero Beach, FL, 32906

RE: Central Regional Wastewater Treatment Plant Expansion
Completion Status Report and Request for Reduction of Retainage
Our Work Order #0325

Dear Mr. Brown:

I visited the Central Wastewater Treatment Plant to inspect its completion status and found it to be completed in substantial accordance with the Approved Plans and Specifications. I also discussed plant operations with the plant operating staff and if there were any outstanding concerns. The operating staff reported that the plant has been running properly for many weeks and all past concerns have been addressed.

With the plant substantially completed and fully operational, it is my recommendation to reduce the retainage to ten thousand dollars ($10,000) and held until such time as: 1) final AS BUILT Drawings have been submitted to your office, and 2) final form sent to the FDEP stating the Record Drawings and the Operation and Maintenance Manuals have been submitted to the Indian River County Utility Department.

I am enclosing herewith Indian River Industrial Contractor's Partial Payment Request reducing the retainage to ten thousand dollars ($10,000) approved and executed by me for payment. In my professional opinion this amount is more than adequate to cover the remaining items to be completed.

Please contact me if you have any questions or require any additional information.

Sincerely,

MASTELLER & MOLER, INC.

Earl H. Masteller, P.E. DEE
President

cc: Steve Rea, IRIC
(IRCUD_LBrown_Reduce Retain_100306.doc)
PROCLAMATION

HONORING BETTY M. BOGER ON HER RETIREMENT FROM
INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF UTILITY SERVICES
CUSTOMER SERVICE

WHEREAS, Betty Boger retired from Indian River County effective July 17, 2006; and

WHEREAS, Betty began her employment with the County on February 15, 1996, as a Customer Service Representative which is the position she held to the end of her career; and

WHEREAS, Betty served this County with distinction and selflessness. During her years of service, her work was greatly appreciated by the employer and co-workers alike; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that the Board applauds the efforts of Betty Boger on behalf of the County, and the Board wishes to express their appreciation for her dedicated and exemplary service to Indian River County for the last ten years; and

BE IT FURTHER PROCLAIMED that the Board of County Commissioners and staff extend heartfelt wishes for success in her future endeavors!

Dated this 24th day of October 2006.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

Arthur R. Neuberger, Chairman
This is to certify that

Betty M. Boger

is hereby presented this

Retirement Award

for outstanding performance and

faithful service to

Indian River County
Board of County Commissioners

For Ten years of service

On this 17th day of July 2006

Walter Erik Olson
Director of Utility Services

Arthur R. Neuberger
Board of County Commissioner, Chairman
INDIAN RIVER COUNTY, FLORIDA
AGENDA ITEM
Department of General Services

Date: October 18, 2006
To: The Honorable Board of County Commissioners
Thru: Joseph A. Baird, County Administrator
Thru: Thomas W. Frame, General Services Director
From: Steve Blum, Project Manager
Subject: Acceptance Change Order No. 17, for the New County Administration Buildings.

BACKGROUND
Previously, the Board of County Commissioners has approved 5 Change Orders (1, 2, 10, 12 and 15) for Owner Direct Purchase of materials and equipment wherein the amount of the GMP was decreased by the amount of the Purchase orders and the Owner Contingency within the GMP was increased by the amount of the Tax Savings. These Change Orders resulted in a decrease in the GMP in the amount of $5,706,520 and an increase to the Owner Contingency of $347,083.

Currently, approval is requested for Change Order No. 17 which includes 3 additional Owner Purchase Orders totaling $322,070 for a Tax Savings of $19,475. These Purchase Orders are listed in the attachments to Change Order No. 17. If approved, the total decrease to the GMP will be $6,028,590 and the total increase to the Owner Contingency due to Tax Savings will increase to $369,246 following approval of this request.

RECOMMENDATION:
Staff recommends that the Board authorize the County Administrator to execute the attached Change Order which will then result in a decrease to the GMP of $322,070 and an increase to the Owner's Contingency in the amount of $19,475.

Approved Agenda Item.

For: ____________________________
By: ____________________________

F:\General Services\Tom\Agenda Items\2006\10 Oct\Change Order 17 Admin Bldg Agenda Item.doc
Change Order

PROJECT (Name and address):
New County Administration Building
Lying Between the Main Relief Canal to the North, the Eastern 12-1/2 Canal on the South and East and 20th Avenue to the West

CHANGE ORDER NUMBER: 017
DATE: October 24, 2006

CHANGE ORDER IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

<table>
<thead>
<tr>
<th>PCO Description</th>
<th>Amount</th>
<th>Tax Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>921.1 Ref. Owner Purchase Order #41531-00 (GCP-052) Acoustic Engineering</td>
<td>$90,054</td>
<td>$5,027</td>
</tr>
<tr>
<td>922.1 Ref. Owner Purchase Order #41664-00 (COR-067) Rinker Materials</td>
<td>$44,671</td>
<td>$2,680</td>
</tr>
<tr>
<td>923.1 Ref. Owner Purchase Order #41649-00 (COR-068) Seacoast Supply</td>
<td>$95,000</td>
<td>$5,750</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$322,070</strong></td>
<td><strong>$9,475</strong></td>
</tr>
</tbody>
</table>

The acceptance of this change item will decrease the GMP by $322,070 and increase the Owner's Contingency by $9,475.

Indian River County Board of County Commissioners
OWNER (firm name)

Indian River County Board of County Commissioners
OWNER (firm name)

Turner Construction Company
CONTRACTOR (firm name)

Turner Construction Company
CONTRACTOR (firm name)

Donadio & Associates, Architects, P.A.
ARCHITECT (firm name)

Donadio & Associates, Architects, P.A.
ARCHITECT (firm name)

Anthony Donadio
(Typed name)

Anthony Donadio
(Typed name)

Indian River County Board of County Commissioners
OWNER (firm name)

Joseph A. Baird, County Administrator
(Typed name)

Joseph A. Baird, County Administrator
(Typed name)

October 24, 2006
DATE

October 24, 2006
DATE
September 25, 2006

Chief Steve Blum
IRC Project Manager
Indian River County Administration Complex
2625 19th Avenue
Vero Beach, FL 32960

RE: Indian River County Administration Complex
2625 19th Avenue
Vero Beach, FL 32960

Project #: 11531
Change Order Request Number 068
Owner Direct Purchase Number 00041649-00

Dear Mr. Blum,

Enclosed herewith is a copy of the Purchase Order for Plaster Materials from Sea Coast Supply for materials purchased directly by Indian River County. The following is a breakdown of costs:

<table>
<thead>
<tr>
<th>PCO No</th>
<th>Item No</th>
<th>Description</th>
<th>Amount</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>923.1</td>
<td>004</td>
<td>Delete Cost of Plaster Materials included in Vortex Construction Subcontract</td>
<td>($100,750.)</td>
<td>VORWAL</td>
</tr>
<tr>
<td>923.1</td>
<td>002</td>
<td>Owner PO to Sea Coast Supply</td>
<td>$85,000.</td>
<td>LHVOL</td>
</tr>
<tr>
<td>923.1</td>
<td>003</td>
<td>Add Tax to Owner Contract (Sea Coast)</td>
<td>$5,750.</td>
<td>INDRIV</td>
</tr>
</tbody>
</table>

Total Changes to GMP: Deduct ($ 95,000.)

Please return one (1) signed copy of this letter indicating your authorization to process this Change Order Request which (decreases) our Contract Amount by Ninety Five Thousand Dollars. ($95,000). Following final approval of the actual Change Order by the Board of County Commissioners, the Owner's Contingency will be increased by $5,750. This authorization will also allow Turner to issue Subcontract Change Orders as required.

If you have any questions regarding this Change Order Request, please call me at your earliest convenience.

Sincerely,

[Signature]

Mike Dougherty
Sr. Project Engineer

Recommended By: [Signature] Date: 10-12-06

cc: COR-068, PCO-923.1, Cost, Purchasing, Accounting, Donadio and Associates, Tom Frame.
**Purchase Order**

**Fiscal Year:** 2006

**Purchase Order #:** 00041649-00

**Vendor:** SEACOAST SUPPLY

**Address:** 1971 COMMERCE AVENUE

**City, State, Zip:** VERO BEACH, FL 32960

**Amount:** 95,000.00

---

**Item:**

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description/Part No.</th>
<th>Quantity</th>
<th>Cost Each</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>ALL ITEMS INCLUDED ON SEACOAST SUPPLY LETTER TO TURNER CONSTRUCTION DATED 08/04/06 (COPY ATTACHED).</td>
<td>1.0</td>
<td>95,058.00</td>
<td>95,058.00</td>
</tr>
</tbody>
</table>

**PO Total:** 95,058.00

---

**General Ledger Summary Section**

**Account:** 30512113-066510-02064

**Amount:** 95,000.00
August 18, 2006

Mr. Steve Blum
IRC Project Manager
Indian River County Administration Complex
2625 19th Avenue
Vero Beach, FL 32960

RE: IRC ADMINISTRATION COMPLEX
2625 19th Avenue
Vero Beach, FL 32960
Project #: 1153100
Owner Direct Purchase Order Request

Dear Mr. Blum,

Enclosed herewith are copies of the quote for Bags, Lath, PVC Trim and Sand Materials from Seacoast Supply, for the materials to be purchased directly by Indian River County. The following is a breakdown of costs:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delete Cost of Bags, Lath, PVC Trim and Sand Materials from Vortex Wall Systems</td>
<td>($100,750.00)</td>
</tr>
<tr>
<td>Subcontract, Owner to buy Direct from Seacoast Supply</td>
<td></td>
</tr>
<tr>
<td>Owner PO to Seacoast Supply</td>
<td>$ 95000.00</td>
</tr>
<tr>
<td>Tax Savings $ Seacoast Supply Quote</td>
<td>$ 5,750.00</td>
</tr>
</tbody>
</table>

Please issue a County Purchase Order for this material and provide us with a copy so that we can deduct this material from our Subcontract with Vortex Wall Systems.

Please return one (1) copy of this letter with the Purchase Order.

If you have any questions regarding this Request, please call me at your earliest convenience.

Sincerely,

[Signature]

Mike Dougherty
Sr. Project Engineer

Recommended By: Steven Blum Project Manager

Date: 8/30/06

Approved By: Tom Frame Director of General Services

Date: 8/30/06

CORRECTED COPY
August 9, 2006

VRS: Indian River County Administration Complex
2755 18th Ave., Vero Beach, FL.

Building I
Building II

GC: Turner Construction

Vortex Wall Systems has contracted Seacoast Supply to provide the following materials for the above mentioned project.

- Bags
- Lath
- PVC Trimmer
- Sand

Total cost of materials for both buildings will be approximately $6,000.00
$5,700.00 + 6% Tax
$300.00 Vortex
$6,300.00 Total

Sincerely,

[Signature]
Ray Soucchi
Operations Supervisor

RECEIVED
AUG 10 2006
TURNER
August 14, 2006

Mr. Steve Blum
IRC Project Manager
Indian River County Administration Complex
2625 19th Avenue
Vero Beach, FL 32960

RE:  Indian River County Administration Complex
2625 19th Avenue
Vero Beach, FL 32960
Project #: 11631
Change Order Request Number 064
Owner Direct Purchase Number 00041531-00

Dear Mr. Blum,

Enclosed herewith is a copy of the Purchase Order for Ceramic Tile & Quarry Tile from Acousti Engineering for materials purchased directly by Indian River County. The following is a breakdown of costs:

<table>
<thead>
<tr>
<th>PCO No</th>
<th>Item No</th>
<th>Description</th>
<th>Amount</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>921.3</td>
<td>001</td>
<td>Delete Cost of Ceramic Tile included in Acousti Engineering Subcontract. Owner to buy direct from Acousti.</td>
<td>($159,913.)</td>
<td>ACOENG</td>
</tr>
<tr>
<td>921.3</td>
<td>002</td>
<td>Owner PC to Acousti Engineering (Ceramic Tile)</td>
<td>$150,059</td>
<td>TURVOL</td>
</tr>
<tr>
<td>921.3</td>
<td>003</td>
<td>Add Tax to Owner Canting (Acousti)</td>
<td>$9,054</td>
<td>INDRIV</td>
</tr>
</tbody>
</table>

Total Changes to GMP: Deduct ($150,059.)

Please return one (1) signed copy of this letter indicating your authorization to process this Change Order Request which (decreases) our Contract Amount by One Hundred Fifty Thousand Fifty Nine Dollars ($ 150,059.). Following final approval of the actual Change Order by the Board of County Commissioners, the Owner's Contingency will be increased by $9,054. This authorization will also allow Turner to issue Subcontract Change Orders as required.

If you have any questions regarding this Change Order Request, please call me at your earliest convenience.

Sincerely,

Mike Dougherty
Sr. Project Engineer

Recommended By:  
Steven Blum - Project Manager

Date: 8-17-06

cc: COR-064, PCC-921.3, Cost, Purchasing, Accounting, Donadio and Assoc., Tom Frame.
Indian River County
Department Copy
Purchasing Division
1840 25th Street, Suite N-118
Vero Beach, FL 32960-3365
(772) 567-8000 ext. 1418
Email: purchasing@ircgov.com

Florida Tax Exempt I.D. # 85-8012622034C-3

ACOUSTI ENGINEERING COMPANY OF FLORIDA
5900 AUSTRALIAN AVE.
W PALM BEACH, FL 33407

INDIAN RIVER COUNTY
ADMINISTRATION COMPLEX
2625 19TH AVENUE
VERO BEACH, FL 32960

**DIRECT PURCHASE OF MATERIALS FOR THE CONSTRUCTION OF THE NEW INDIAN RIVER COUNTY ADMINISTRATION COMPLEX.**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>All Items Included on ACOUSTI Engineering Company of Florida Quote RCO # 3 Dated July 17, 2006 (COPY-ATTACHED)</td>
<td>1.0</td>
<td>$150,059.00</td>
<td>$150,059.00</td>
</tr>
</tbody>
</table>

**GENERAL LEDGER SUMMARY SECTION**

<table>
<thead>
<tr>
<th>Account</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>31512113 066310-02904</td>
<td>$150,059.00</td>
</tr>
</tbody>
</table>

RECEIVING RECORD

When all items have been received, attach packing slips and invoices and send the original to the Finance Office. For partial shipments use a photocopy of this record and forward all paperwork to the Finance Office.

Received By: [Signature]

PO Total: $150,059.00

[Stamp] 237
September 26, 2006

Mr. Steve Blum  
IRC Project Manager  
Indian River County Administration Complex  
2625 19th Avenue  
Vero Beach, FL 32960  

Mr. Blum:

Enclosed herewith is a copy of the Purchase Order for Ready Mix Concrete Materials for Site Work from Rinker Materials for materials purchased directly by Indian River County. The following is a breakdown of costs:

<table>
<thead>
<tr>
<th>PCO No</th>
<th>Item No</th>
<th>Description</th>
<th>Amount</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>922.1</td>
<td>001</td>
<td>Delete Cost of Ready Mix Concrete Included in Cobra Construction Subcontract. Owner to buy Direct from Rinker.</td>
<td>($81,682.)</td>
<td>COBCON</td>
</tr>
<tr>
<td>922.1</td>
<td>002</td>
<td>Owner PO to Rinker Concrete.</td>
<td>$77,011.</td>
<td>TURVOL</td>
</tr>
<tr>
<td>922.1</td>
<td>003</td>
<td>Add Tax to Owner Conting. (Rinker/Cobra)</td>
<td>$4,671</td>
<td>NDRV</td>
</tr>
</tbody>
</table>

Total Changes to GMP: Deduct ($77,011.)

Please return one (1) signed copy of this letter indicating your authorization to process this Change Order Request which decreases our Contract Amount by Seventy Seven Thousand Eleven Dollars ($77,011.). Following final approval of the actual Change Order by the Board of County Commissioners, the Owner's Contingency will be increased by $4,671. This authorization will also allow Turner to issue Subcontract Change Orders as required.

If you have any questions regarding this Change Order Request, please call me at your earliest convenience.

~Ch

Mike Dougherty  
Sr. Project Engineer  

Recommended By: Steven Blum - Project Manager  

cc: COR-067, PCO-922.1, Cost, Purchasing, Accounting, Donadio and Assoc., Tom Frame.
**RINKER MATERIALS CORP CSR**

925 12TH ST  
VERO BEACH, FL 32960

**INTEGRATION MATERIALS CORPORATION**

925 12TH ST  
VERO BEACH, FL 32960

---

**Department Copy**

**Indian River County**  
Purchasing Division  
1840 25th Street, Suite N-118  
Vero Beach, FL 32960-2565  
(772) 567-8000 ext. 1416  
Email: purchasing@ircgov.com

---

**Florida Tax Exempt I.D. # 85-8012622034C-3**

---

**DIRECT PURCHASE OF MATERIALS FOR THE CONSTRUCTION OF THE NEW INDIAN RIVER COUNTY ADMINISTRATION COMPLEX.**

**001** ALL ITEMS INCLUDED ON ITEMIZED LETTER FROM RINKER MATERIALS TO CONSTRUCTION, INC. DATED 08/23/06 (COPY ATTACHED).

---

**General Ledger Summary Section**

**Account**  
315115-06550-02004

---

**RECEIVING RECORD**

When all items have been received, attach packing slips and invoices and send the original to the Finance Office. For partial shipments use a photocopy of this record and forward all paperwork to the Finance Office.

**Date:** 08/05/06  
**Received By:** [Signature]

---

**PO Total:** 77,011.00

---

**PO Total:** 77,011.00

---

**PO Total:** 77,011.00

---

**PO Total:** 77,011.00

---

[Redacted Signature]
August 24, 2006

Mr. Steve Blum
IRC Project Manager
Indian River County Administration Complex
2625 19th Avenue
Vero Beach, FL 32960

Re: IRC ADMINISTRATION COMPLEX
2625 19th Avenue
Vero Beach, FL 32960
Project #: 1153100
Owner Direct Purchase Order Request

Dear Mr. Blum,

Enclosed here with are copies of the quote for Ready-Mix Concrete and Related Materials from Rinker Materials, for the materials to be purchased directly by Indian River County. The following is a breakdown of costs:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delete Cost of Ready-Mix Concrete and Related Materials from Cobra Construction Inc. Subcontract, Owner to buy Direct from Rinker Materials</td>
<td>($81,682.)</td>
</tr>
<tr>
<td>Owner PO to Rinker Materials</td>
<td>$77,011.</td>
</tr>
<tr>
<td>Tax Savings $ Rinker Materials Quote</td>
<td>$ 4,671.</td>
</tr>
</tbody>
</table>

Please issue a County Purchase Order for this material and provide us with a copy so that we can deduct this material from our Subcontract with Cobra Construction Inc.

Please return one (1) copy of this letter with the Purchase Order.

If you have any questions regarding this Request, please call me at your earliest convenience.

Sincerely,

Mike Dougherty
Sr. Project Engineer

Recommended By: Steven Blum-Project Manager

Approved By: Tom Frame-Director of General Services

Date: 8/31/06
August 25, 2006

Cobra Construction, Inc.
Attn: Nikki
725 SW 15th Avenue
Dania Beach, FL 33004

Re: Indian River County Administrative Building

For your consideration, we are pleased to submit the following prices for ready-mix concrete and related building materials for the above referenced project. All prices are F.O.B. Job Site.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>601.64 yard. of 3000 psi Regular w/0.75% fiber @ $95.00/YD=</td>
<td>$57,156.00</td>
</tr>
<tr>
<td>250 sq. ft. of Armored Fleece Material @ $24.00/sq. ft=</td>
<td>$6,002.50</td>
</tr>
<tr>
<td>Environmental Load Charge (per load of concrete) @ $10.00/load=</td>
<td>$250.00</td>
</tr>
<tr>
<td>Fuel Surcharge - (per load) @ $17.75 per Load=</td>
<td>$1,153.75</td>
</tr>
<tr>
<td>Minimum Load Charge (less than 4 CY) @ $235.00/load-- Surcharge--</td>
<td>$4,020.67</td>
</tr>
<tr>
<td>Estimated Ydg. @ 6,062=</td>
<td>$81,051.92</td>
</tr>
</tbody>
</table>

The above prices will remain valid through Dec. 30, 2006. Effective Jan. 1, 2007 on gas-oil of $6.00 per yard. This quotation is offered for acceptance in writing within 30 calendar days. In the event that you fail to accept within 30 days, the prices set forth shall automatically expire unless notified by the Seller.

Seller reserves the right to increase prices on any quotes or accepted orders without notice to reflect any new material cost increases incurred by the Seller and/or deliver or cancel any quotes or accepted orders in the event the Seller becomes delayed or prevented from performing due to stormy weather or allocations of raw materials. Seller shall not be liable to Buyer for any damages incurred by Buyer in a suit of any such delay or cancellation.

The above quoted herein are based on the Rinker Materials Terms and Conditions (copies of which have previously been provided to you and are available upon request), which shall control over any terms and conditions in any purchase order or other document.

Thank you for this opportunity to be of service. We appreciate your business, and look forward to supplying all of your building material needs.

Very truly yours,

[Signature]
Ru. and Salesperson
Rinker Materials Corp.
Sales Representative

The above conditions are accepted.

RECEIVED

AUG 24 2006
TURNER

241
TO: Members of the Board of County Commissioners

THROUGH: Jason E. Brown
Director, Management & Budget

FROM: Basil Dancy
Computer Network Support Specialist

DATE: October 17, 2006

SUBJECT: Microsoft Enterprise Agreements

DESCRIPTION AND CONDITIONS

The Indian River County Board of County Commissioners purchased an enterprise agreement from the Microsoft Corporation in September of 2001. During the past 5 years the county has outgrown the original enterprise agreement. It is currently necessary to enter into two new enterprise agreements to continue the licensing coverage of our desktops, laptops, and server systems. The Computer Services Division has obtained the pricing of the new enterprise agreements from the State of Florida approved Microsoft vendor contract. The new agreements will cover existing systems as well as allow for future growth. The necessary funds have been budgeted. Staff is requesting at this time that the board approve the expense and sign the necessary contracts. The needed documentation can be found attached to this agenda item.

The new enterprise agreement will require annual payments of $90,479.66 per year for a period of three years. There is also an extended funding period of three years at a rate of $43,090.99 per year. Funding has been allocated for the first payment in the approved budget for fiscal year 2006/07.

RECOMMENDATION

Staff recommends that the Board of Commissioners approve the attached Microsoft Enterprise Agreements and authorize the County Administrator to sign the Microsoft Enterprise Agreements.

DISTRIBUTION

Basil Dancy - Computer Services
Jason Brown - Office of Management and Budget

BY: Joseph A. Baird
County Administrator

FOR: October 17, 2006
# Enterprise Enrollment (indirect)

<table>
<thead>
<tr>
<th>Microsoft Business Agreement number (if applicable)</th>
<th>Reseller purchase order number</th>
<th>Framework ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>10274474</td>
<td></td>
<td>N36:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Previous Qualifying Enrollment number</th>
<th>Previous Qualifying Enrollment end date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This Microsoft Enterprise Enrollment is entered into between the following entities signing, as of the effective date identified below.

**Definitions.** When used in this enrollment, "you" refers to the entity that signs this enrollment with us, and "we" or "us" refers to the Microsoft entity that signs this enrollment.

"Qualifying Enrollment," means (i) an enterprise enrollment under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (ii) any enterprise subscription enrollment entered into under a separate Microsoft Enterprise Subscription Agreement; or (iii) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page.

All other definitions in the Microsoft Enterprise Agreement identified above apply here.

**Effective date.** If you are renewing Software Assurance from one or more previous "Qualifying Enrollments" then the effective date will be the day after the first Enrollment expires.

Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Qualifying Enrollment is being used, your reseller will require that enrollment number and end date to complete the applicable boxes above.

**Term.** This enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will advise you of your renewal options before it expires.

**Representations and warranties.** By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including all documents it incorporates by reference and any amendments to those documents and agree to be bound by those terms; and (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate.

**Non-exclusivity.** This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.
This enrollment consists of (1) this cover page, (2) the Contact Information Page(s), (3) the Enterprise order information, (4) the Reseller Information Form, (5) the product order as provided to us by the reseller, (6) the Media Order Form, and (7) the Core User CAL Terms and Conditions (if applicable).

<table>
<thead>
<tr>
<th>Customer</th>
<th>Contracting Microsoft Affiliate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of entity</td>
<td>Indian River County BOCC</td>
</tr>
<tr>
<td>Signature</td>
<td>Microsoft Licensing, GP</td>
</tr>
<tr>
<td>Printed name</td>
<td></td>
</tr>
<tr>
<td>Printed title</td>
<td></td>
</tr>
<tr>
<td>Signature date</td>
<td></td>
</tr>
</tbody>
</table>

* indicates required fields

Effective date (May be different than our signature date)

Microsoft Volume Licensing websites

Product use rights: [http://microsoft.com/licensing](http://microsoft.com/licensing)

Product List: [http://microsoft.com/licensing](http://microsoft.com/licensing)

Microsoft Volume Licensing Services (MVLS): [https://licensing.microsoft.com/](https://licensing.microsoft.com/)


Notices to Microsoft should be sent to:

MSL GP
6100 N. Rosedale, Suite 210
Reno, Nevada USA 89511-1137
Dep: 551, Volume Licensing

Copies should be sent to:

Microsoft
Law and Corporate Affairs
One Microsoft Way
Redmond, WA 98052 USA

Volume Licensing Group
(425) 936-7329 fax

Attachments:

- Media Order Form (required)
- Core User CAL Terms and Conditions, if applicable
- MS Capital Form, if applicable

Customer: Please remit to your reseller.

Reseller: Please remit to Microsoft.
1. **Contact information.** Each party will notify the other in writing if any of the information in the following contact information page(s) change. The * indicates required fields. By providing contact information, you consent to its use for purposes of administering this enrollment by us, our affiliates, and other parties that help us administer this enrollment.

**Primary contact information:** The customer signing on the cover page must identify an individual from inside its organization to serve as the primary contact. This contact is the default online administrator for this enrollment and receives all notices unless you provide us written notice of a change. The online administrator may appoint others as administrators and grant others access to online information.

<table>
<thead>
<tr>
<th>Customer</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name of entity</strong></td>
<td>Indian River County BOCC</td>
</tr>
<tr>
<td><strong>Contact name</strong></td>
<td>Last Dancy</td>
</tr>
<tr>
<td><strong>First</strong></td>
<td>Basil</td>
</tr>
<tr>
<td><strong>Street address</strong></td>
<td>1840 25th Street</td>
</tr>
<tr>
<td><strong>City</strong></td>
<td>Vero Beach</td>
</tr>
<tr>
<td><strong>State/Province</strong></td>
<td>FL</td>
</tr>
<tr>
<td><strong>Postal code</strong></td>
<td>32960</td>
</tr>
<tr>
<td><strong>Country</strong></td>
<td>USA</td>
</tr>
<tr>
<td><strong>Contact email address (required for online access)</strong></td>
<td><a href="mailto:computerservices@ircgov.com">computerservices@ircgov.com</a></td>
</tr>
<tr>
<td><strong>Phone</strong></td>
<td>772-226-1256</td>
</tr>
<tr>
<td><strong>Fax</strong></td>
<td>772-978-1806</td>
</tr>
</tbody>
</table>

**Notices and online access contact information:** Complete this only if you want to designate a notices and online access contact different than the primary contact. This contact will become the default online administrator for this enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

<table>
<thead>
<tr>
<th>Notices and online access contact</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Same as primary contact</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Name of entity</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Contact name</strong></td>
<td>Last</td>
</tr>
<tr>
<td><strong>First</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Street address</strong></td>
<td></td>
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<tr>
<td><strong>City</strong></td>
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<td><strong>State/Province</strong></td>
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<tr>
<td><strong>Postal code</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Country</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Contact email address (required for online access)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Phone</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Fax</strong></td>
<td></td>
</tr>
</tbody>
</table>

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Contact Information

Page 3 of 11
Language preference: This section designates the language in which you prefer to receive notices.

- English

Additional electronic contractual notices contact information: This contact will receive electronic contractual notices in addition to the notices contact. This contact is not required if you do not want an additional set of notices issued.

**Electronic contractual notices contact**

Name of entity | Contact name
--- | ---
Last
First
Street address | Contact email address (required for electronic notices)
City | State/Province | Phone
Country | Postal code | Fax

Software Assurance benefits contact: This contact will receive communications concerning Software Assurance benefits, and any additional TechNet subscriptions that have been ordered separately from Software Assurance under this enrollment. This contact is optional. If this contact is not completed, any notices for Software Assurance benefits will default to the notices and online contact.

**Software Assurance benefits contact**

Name of entity | Contact name
--- | ---
Last
First
Street address | Contact email address (required for electronic notices)
City | State/Province | Phone
Country | Postal code | Fax
**MSDN contact:** This contact will receive communications concerning registration for MSDN products ordered under this enrollment. This contact is optional. If this contact is not completed, any notices for MSDN will default to the notices and online contact.

<table>
<thead>
<tr>
<th>Name of entity</th>
<th>Contact name</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tr>
<tr>
<td>Street address</td>
<td>Contact email address (required for electronic notices)</td>
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<td></td>
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<tr>
<td>City</td>
<td>State/Province</td>
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<td></td>
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<tr>
<td>Country</td>
<td>Postal code</td>
</tr>
<tr>
<td></td>
<td>Fax</td>
</tr>
</tbody>
</table>

**Microsoft account manager:** This section designates your Microsoft account manager contact.

<table>
<thead>
<tr>
<th>Microsoft account manager name</th>
<th>Microsoft account manager email address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kurt Lieberman</td>
<td><a href="mailto:kurtlie@microsoft.com">kurtlie@microsoft.com</a></td>
</tr>
</tbody>
</table>
2. Defining your enterprise.

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments, or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." Affiliates acquired after the effective date of this enrollment that are not party to a Qualifying Enrollment of their own will automatically be included unless you fill in part b below.

a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check only one of the boxes in part (a).

- Only you (and no other affiliates) will be participating

- You and the following affiliates will be participating

[Attach a list of names on a separate piece of paper if more than 10 affiliates are being included]

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

b. Use this part (b) to indicate whether affiliates with which you consolidate after the enrollment effective date will be included. Unless you check the box below, all affiliates you consolidate with after the enrollment effective date that are not party to a Qualifying Enrollment of their own will automatically be included.

- Exclude all affiliates consolidated with after the enrollment effective date that are not party to a Qualifying Enrollment of their own
### 3. Selecting your language option.

Select the option for the languages in which you will run the products licensed under this enrollment. The options and their corresponding languages are identified here.

#### All Languages

<table>
<thead>
<tr>
<th>Listed Languages</th>
<th>Restricted Languages</th>
<th>Extended Languages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arabic</td>
<td>Danish</td>
<td>Czech</td>
</tr>
<tr>
<td>Bulgarian</td>
<td>Dutch</td>
<td>Estonian</td>
</tr>
<tr>
<td>Chinese Simplified</td>
<td>English</td>
<td>Hungarian</td>
</tr>
<tr>
<td>Chinese Traditional</td>
<td>Finnish</td>
<td>Latvian</td>
</tr>
<tr>
<td>Croatian</td>
<td>French</td>
<td>Lithuanian</td>
</tr>
<tr>
<td>English Hebrew</td>
<td>German</td>
<td>Polish</td>
</tr>
<tr>
<td>Indic</td>
<td>Greek</td>
<td>Slovak</td>
</tr>
<tr>
<td>Japanese</td>
<td>Italian</td>
<td>Slovenian</td>
</tr>
<tr>
<td>Korean</td>
<td>Norwegian</td>
<td>Swedish</td>
</tr>
<tr>
<td>Portuguese (Brazil)</td>
<td>Portuguese (Portugal)</td>
<td>English</td>
</tr>
<tr>
<td>Romanian</td>
<td>Spanish</td>
<td>Spanish 2</td>
</tr>
<tr>
<td>Russian</td>
<td>French 3</td>
<td>Swedish</td>
</tr>
<tr>
<td>Serbian</td>
<td>Thai</td>
<td>Swedish</td>
</tr>
<tr>
<td>Turkish</td>
<td>Ukrainian</td>
<td></td>
</tr>
</tbody>
</table>

- **English** is a Listed Language if this enrollment is signed outside the following countries: Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, France, Finland, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Sweden, Switzerland, or Spain. **English** is a Listed Language, except when restricted as described in the Restricted Languages list (see footnote 3).

- **Spanish** is a Listed Language only if this enrollment is signed in Latin America and is otherwise Restricted Language.

- **French** is a Listed Language, as signed in Canada.

- Select All Languages to run your products in any of the Listed, Extended or Restricted Languages. This option also allows you to run Multi-Language packs for your products.
- Select Listed Languages to run your products in those languages.
- Select Extended Languages to run your products in those languages.
- If you select the Listed or Extended Languages option you may run up to 10% of the copies of each of your products in All Languages.
4. Language allocation.

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

<table>
<thead>
<tr>
<th>Language</th>
<th>Percentages</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>100%</td>
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<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Applicable currency.

Payments made in connection with this enrollment must be in U.S. Dollars

6. Establishing your price level.

The price level for enterprise products is determined by the terms and conditions of the enterprise agreement. Your price level for additional products will be level "D".

Qualified desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 desktops).

Qualified users: You represent that the total number of qualified users in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 users).
7. **Enterprise product orders.**

Your reseller will provide you with your product pricing and order. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller. Your reseller will provide us with your order separately from this enrollment.

We will invoice your reseller in three equal annual installments for the enterprise products covered by your initial order. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for the enterprise products covered by any true up orders in total upon our acceptance of each true up order.

Select the enterprise products to be covered by your initial order. If you select the Core CAL, you must select either desktop or user licenses.

<table>
<thead>
<tr>
<th>Enterprise Products</th>
<th>Desktop Licenses</th>
<th>User Licenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows Desktop Operating System Upgrade</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Professional 1</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Office Standard 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Core Client Access License 1, 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exchange Server Client Access License 2</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>SharePoint Portal Server Client Access License 2</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Windows Server Client Access License 7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Systems Management Server Configuration Management License</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Windows Terminal Services Client Access License 7</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>Office Live Communication Server Client Access License 1</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>SQL Server Client Access License 2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. The components of the current versions of Office Professional, Office Standard and the current versions of the components that make up the Core CAL, are identified in the Product List.

2. If you select a User CAL and the agreement identified on the cover page is version 6.1 or earlier, the User CAL Terms and Conditions apply.
8. **Additional Products**

We will invoice your reseller for each additional product covered by your initial order in three equal annual installments. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for any new additional product not initially included in your enrollment in total upon our acceptance of your order. We will invoice your reseller for additional products initially included in your enrollment and covered by any true up order submitted during the initial term in total upon our acceptance of your true up order.

9. **Qualifying systems licenses.**

All desktop operating system licenses provided under this program are upgrade licenses. No full operating system licenses are available under this program. Therefore, if you select the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at http://www.microsoft.com/licensing. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

10. **Renewal orders.**

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.
**General Information**

<table>
<thead>
<tr>
<th>Reseller company name:</th>
<th>SHI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street address: (PO boxes will not be accepted):</td>
<td>2 Riverview Drive</td>
</tr>
<tr>
<td>City and State / Province and postal code:</td>
<td>Somerset, NJ 08873</td>
</tr>
<tr>
<td>Country:</td>
<td>USA</td>
</tr>
<tr>
<td>Contact name:</td>
<td></td>
</tr>
<tr>
<td>Phone number:</td>
<td>888-764-8888</td>
</tr>
<tr>
<td>Fax number:</td>
<td>732-537-7325</td>
</tr>
<tr>
<td>Email address:</td>
<td>msteaml1ilshi.com</td>
</tr>
</tbody>
</table>

The undersigned confirms that the reseller information is correct.

<table>
<thead>
<tr>
<th>Name of reseller:</th>
<th>SHI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td></td>
</tr>
<tr>
<td>Printed name:</td>
<td></td>
</tr>
<tr>
<td>Printed title:</td>
<td>Licensing Specialist</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>
SLG Enterprise and Enterprise Subscription Media Order Form

Media shipping information form - starter CD kit

<table>
<thead>
<tr>
<th>Enrollment information</th>
<th>Reseller contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement number *</td>
<td>Company name: SHI</td>
</tr>
<tr>
<td>Enrollment number</td>
<td>Contact name:</td>
</tr>
<tr>
<td>Customer contact name:</td>
<td>Contact email:</td>
</tr>
<tr>
<td></td>
<td>Contact phone:</td>
</tr>
</tbody>
</table>

THIS FORM MUST BE ATTACHED TO AN ENROLLMENT.

At your option, starter CD kits and CD-ROM subscriptions relating to your enrollment that you choose to receive will be shipped to the address below. Terms used but not defined in this form have the meanings given to them in your enrollment identified in this form.

The starter CD kit ship to information identifies the delivery location. If you do not elect physical media, and intend to download copies of software instead, please provide the download delivery location as the starter CD kit ship to information.

Starter CD kit ship to information (* indicates required information)

<table>
<thead>
<tr>
<th>Customer Name *</th>
<th>Contact name *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street address *</td>
<td>Contact email *</td>
</tr>
<tr>
<td>City and State</td>
<td>Contact phone number *</td>
</tr>
<tr>
<td>Province *</td>
<td>Contact fax number *</td>
</tr>
</tbody>
</table>

If you choose below to receive media, then upon our acceptance of your enrollment, we will send you your starter CD kit in the language(s) you select. This starter CD kit will be provided at no additional charge, in order to permit you to exercise the license rights granted under your enrollment and related Enterprise Agreement. You may also subscribe to receive updates in the form of CDs, or upon reasonable notice, a electronic download or similar other means. If you need additional starter CD kits and updates, you may order these through your reseller for a fee. For a complete list of the contents of any kit, visit the web site at http://selectug.mslicense.com/.

- Yes, I want to receive a starter CD kit (media)
- Yes, I want to subscribe to receive CD kit updates
- No, I do not want to receive a starter CD kit (media)
- No, I do not want to subscribe to receive CD kit updates
Media shipping information form – starter CD kit (continued)

For each language and group you wish to receive, mark the corresponding box with an X.

<table>
<thead>
<tr>
<th>Language</th>
<th>Enterprise SL</th>
<th>Windows ALL</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td></td>
<td></td>
</tr>
<tr>
<td>English/Multilanguage**</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arabic</td>
<td></td>
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<tr>
<td>Brazilian Portuguese</td>
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<tr>
<td>Bulgarian</td>
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<tr>
<td>Chinese Simplified ***</td>
<td></td>
<td></td>
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<tr>
<td>Chinese Traditional</td>
<td></td>
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<tr>
<td>Chinese Traditional/Chinese</td>
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<tr>
<td>Croatian</td>
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<tr>
<td>Ukrainian</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Mapping Kit is not available for use in or shipment to India, Hong Kong SAR, Macau SAR, China, Morocco, Pakistan, and Turkey.

** Before installing any of the Multilanguage Packs, the English version of the product must first be installed. If you order English/Multilanguage, you must also order English.

*** Chinese Simplified Windows XP Professional is not available in the Enterprise Chinese Simplified Kit and is only available in certain countries. Contact your reseller for availability in your region.
## Enterprise Enrollment (indirect)

**Microsoft Volume Licensing**

### State and Local

<table>
<thead>
<tr>
<th>Framework ID</th>
<th>Reseller Purchase Order Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>M36</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Enrollment Number</th>
<th>Microsoft affiliate to complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>U0275474</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Previous Qualifying Enrollment Number</th>
<th>Previous Qualifying Enrollment End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This Microsoft Enterprise Enrollment is entered into between the following entities signing, as of the effective date identified below.

**Definitions.** When used in this enrollment, "you" refers to the entity that signs this enrollment with us, and "we" or "us" refers to the Microsoft entity that signs this enrollment.

A Qualifying Enrollment means (i) an enterprise enrollment under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (ii) any enterprise subscription enrollment entered into under a separate Microsoft Enterprise Subscription Agreement; or (iii) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page.

All other definitions in the Microsoft Enterprise Agreement identified above apply here.

**Effective date.** If you are renewing Software Assurance from one or more previous Qualifying Enrollments then the effective date will be the day after the first Enrollment expires. Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Qualifying Enrollment is being used, your reseller will require that enrollment number and end date to complete the applicable boxes above.

**Term.** This enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will advise you of your renewal options before it expires.

**Representations and warranties.** By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including all documents it incorporates by reference and any amendments to those documents, and agree to be bound by those terms; and (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate.

**Non-exclusivity.** This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.
This enrollment consists of (1) this cover page, (2) the Contact Information Page(s), (3) the Enterprise order information, (4) the Reseller Information Form (5) the product order as provided to us by the reseller (6) the Media Order Form, and (7) the Core User CAL Terms and Conditions (if applicable).

<table>
<thead>
<tr>
<th>Customer</th>
<th>Contracting Microsoft Affiliate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of entity: Indian River County Computer Services</td>
<td>Microsoft Licensing, GP</td>
</tr>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Printed name:</td>
<td>Printed name:</td>
</tr>
<tr>
<td>Printed title:</td>
<td>Printed title:</td>
</tr>
<tr>
<td>Signature date:</td>
<td>Signature date: (may be different from our signature date)</td>
</tr>
</tbody>
</table>

* indicates required fields

**Microsoft Volume Licensing websites**
(Note: We will advise you of any changes to these URLs.)

- Product use rights: [http://microsoft.com/licensing](http://microsoft.com/licensing)
- Product List: [http://microsoft.com/licensing](http://microsoft.com/licensing)

**Notices to Microsoft should be sent to:**

<table>
<thead>
<tr>
<th>Microsoft</th>
<th>Copies should be sent to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>MSLI, GP</td>
<td>Microsoft</td>
</tr>
<tr>
<td>6100 Neil Road, Suite 210</td>
<td>Law and Corporate Affairs</td>
</tr>
<tr>
<td>Reno, Nevada USA 89511-1137</td>
<td>One Microsoft Way</td>
</tr>
<tr>
<td>Dept. 551, Volume Licensing</td>
<td>Redmond WA 98052 USA</td>
</tr>
</tbody>
</table>

**Attachments:**

- Media Order Form (required)
- Core User CAL Terms and Conditions (if applicable)
- MS Capital Form, if applicable

**Customer**: Please remit to your reseller.

**Reseller**: Please remit to Microsoft.
1. **Contact information.** Each party will notify the other in writing if any of the information in the following contact information pages change. The * indicates required fields. By providing contact information, you consent to its use for purposes of administering this enrollment by us, our affiliates, and other parties that help us administer this enrollment.

**Primary contact information:** The customer signing on the cover page must identify an individual from inside its organization to serve as the primary contact. This contact is the default online administrator for this enrollment and receives all notices unless you provide us written notice of a change. The online administrator may appoint others as administrators and grant others access to online information.

<table>
<thead>
<tr>
<th>Customer</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of entity</td>
<td>Name of entity</td>
</tr>
<tr>
<td>Indian River County Computer Services</td>
<td>Last Dancy</td>
</tr>
<tr>
<td>Street address</td>
<td>Contact name</td>
</tr>
<tr>
<td>1840 25th Street</td>
<td>First Basil</td>
</tr>
<tr>
<td>City</td>
<td>Contact email address (required for online access)</td>
</tr>
<tr>
<td>Vero Beach</td>
<td><a href="mailto:computerservices@ircgov.com">computerservices@ircgov.com</a></td>
</tr>
<tr>
<td>State/Province</td>
<td>Phone</td>
</tr>
<tr>
<td>FL</td>
<td>772-226-1256</td>
</tr>
<tr>
<td>County</td>
<td>Fax</td>
</tr>
<tr>
<td>USA</td>
<td>772-978-1806</td>
</tr>
<tr>
<td>Postal code</td>
<td></td>
</tr>
</tbody>
</table>

**Notices and online access contact information:** Complete this only if you want to designate a notices and online access contact different than the primary contact. This contact will become the default online administrator for this enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

<table>
<thead>
<tr>
<th>Notices and online access contact</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of entity</td>
<td>Name of entity</td>
</tr>
<tr>
<td>Same as primary contact</td>
<td>Contact name</td>
</tr>
<tr>
<td>Contact name</td>
<td>Last</td>
</tr>
<tr>
<td>Contact name</td>
<td>First</td>
</tr>
<tr>
<td>Contact name</td>
<td>Contact email address (required for online access)</td>
</tr>
<tr>
<td>Contact name</td>
<td>State/Province</td>
</tr>
<tr>
<td>Contact name</td>
<td>Phone</td>
</tr>
<tr>
<td>Contact name</td>
<td>Fax</td>
</tr>
<tr>
<td>Contact name</td>
<td></td>
</tr>
</tbody>
</table>

SLU Microsoft Enterprise 6.4 Enrollment (Indirect) North America, June 2008

Page 3 of 11
Language preference: This section designates the language in which you prefer to receive notices.

[ ] English

Additional electronic contractual notices contact information: This contact will receive electronic contractual notices in addition to the notices contact. This contact is not required if you do not want an additional set of notices issued.

Electronic contractual notices contact

<table>
<thead>
<tr>
<th>Name of entity</th>
<th>Contact name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>First</td>
</tr>
<tr>
<td>Street address</td>
<td>Contact email address required for electronic notices:</td>
</tr>
<tr>
<td>City</td>
<td>State/Province</td>
</tr>
<tr>
<td>Country</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td>Fax</td>
</tr>
</tbody>
</table>

Software Assurance benefits contact: This contact will receive communications concerning Software Assurance benefits and any additional TechNet subscriptions that have been ordered separately from Software Assurance under this enrollment. This contact is optional. If this contact is not completed, any notices for Software Assurance benefits will default to the notices and online contact.

Software Assurance benefits contact

<table>
<thead>
<tr>
<th>Name of entity</th>
<th>Contact name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>First</td>
</tr>
<tr>
<td>Street address</td>
<td>Contact email address (required for electronic notices)</td>
</tr>
<tr>
<td>City</td>
<td>State/Province</td>
</tr>
<tr>
<td>Country</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td>Fax</td>
</tr>
</tbody>
</table>
**MSDN contact:** This contact will receive communications concerning registration for MSDN products ordered under its enrollment. This contact is optional. If this contact is not completed, any notices for MSDN will default to the notices and online contact.

<table>
<thead>
<tr>
<th>Name of entity</th>
<th>Contact name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last</td>
<td>First</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street address</th>
<th>Contact email address (required for electronic notices)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>Slain Province</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Country</th>
<th>Postal code</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Microsoft account manager:** This section designates your Microsoft account manager contact.

<table>
<thead>
<tr>
<th>Microsoft account manager name</th>
<th>Microsoft account manager email address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kurt Lieberman</td>
<td><a href="mailto:kurtlie@microsoft.com">kurtlie@microsoft.com</a></td>
</tr>
</tbody>
</table>
2. Defining your enterprise.

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments, or legal jurisdictions, not parts of government agencies, departments, or legal jurisdictions. Each affiliate must be entirely ‘in’ or entirely ‘out.’ All affiliates acquired after the effective date of this enrollment that are not party to a Qualifying Enrollment of their own will automatically be included unless you fill in part b below.

a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check only one of the boxes in part (a).

- Only you (and no other affiliates) will be participating
- You and the following affiliates will be participating

[Attach a list of names on a separate piece of paper if more than 10 affiliates are being included]

b. Use this part (b) to indicate whether affiliates with which you consolidate after the enrollment effective date will be included. Unless you check the box below, all affiliates you consolidate with after the enrollment effective date that are not party to a Qualifying Enrollment of their own will automatically be included.

- Exclude all affiliates consolidated with after the enrollment effective date that are not party to a Qualifying Enrollment of their own.
3. Selecting your language option.

Select the option for the languages in which you will run the products licensed under this enrollment. The options and their corresponding languages are identified here.

<table>
<thead>
<tr>
<th>Listed Languages</th>
<th>Restricted Languages</th>
<th>Extended Languages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arabic</td>
<td>Danish</td>
<td>Czech</td>
</tr>
<tr>
<td>Bulgarian</td>
<td>Dutch</td>
<td>Estonian</td>
</tr>
<tr>
<td>Chinese Simplified</td>
<td>English</td>
<td>Hungarian</td>
</tr>
<tr>
<td>Chinese Traditional</td>
<td>French</td>
<td>Latvian</td>
</tr>
<tr>
<td>Croatian</td>
<td>Greek</td>
<td>Lithuanian</td>
</tr>
<tr>
<td>English Hebrew</td>
<td>Italian</td>
<td>Polish</td>
</tr>
<tr>
<td>Indic</td>
<td>Norwegian</td>
<td>Slovenian</td>
</tr>
<tr>
<td>Japanese</td>
<td>Portuguese</td>
<td>Slovak</td>
</tr>
<tr>
<td>Korean</td>
<td>Portuguese (Portugal)</td>
<td></td>
</tr>
<tr>
<td>Portuguese (Brazil)</td>
<td>Spanish</td>
<td></td>
</tr>
<tr>
<td>Romanian</td>
<td>Swedish</td>
<td></td>
</tr>
<tr>
<td>Russian</td>
<td>Spanish</td>
<td></td>
</tr>
<tr>
<td>Serbian</td>
<td>Spanish</td>
<td></td>
</tr>
<tr>
<td>Spanish</td>
<td>Thai</td>
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<tr>
<td>Thai</td>
<td>Turkish</td>
<td></td>
</tr>
<tr>
<td>Turkish</td>
<td>Ukrainian</td>
<td></td>
</tr>
<tr>
<td>Ukrainian</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

English is a Listed Language if this enrollment is signed outside of the following countries and a Restricted Language if this enrollment is signed inside these countries: Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, France, Finland, Germany, Greece, Hungary, Iceland, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, United Kingdom, Switzerland, Sweden, or Spain. English is a Listed Language, except when restricted as described in the “Restricted Languages” list (see footnote 1).

Spanish is a Listed Language only if this enrollment is signed in Latin America and is otherwise a Restricted Language.

French is a Listed Language if signed in Canada.

- Select All Languages to run your products in any of the Listed, Extended or Restricted Languages. This option also allows you to run Multi-language packs for your products.
- Select Listed Languages to run your products in those languages.
- Select Extended Languages to run your products in those languages.
- If you select the Listed or Extended Languages option you may run up to 10% of the copies of each of your products in All Languages.

![Check one box]

- Listed Languages
- All Languages
- Extended Languages
4. Language allocation.

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

<table>
<thead>
<tr>
<th>Language</th>
<th>Percentages</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Applicable currency.

Payments made in connection with this enrollment must be in U.S. Dollars.

6. Establishing your price level.

The price level for enterprise products is determined by the terms and conditions of the enterprise agreement. Your price level for additional products will be level D.

Qualified desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 desktops).

Qualified users: You represent that the total number of qualified users in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 users).
7. **Enterprise product orders.**

Your reseller will provide you with your product pricing and order. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller. Your reseller will provide us with your order separately from this enrollment.

We will invoice your reseller in three equal annual installments for the enterprise products covered by your initial order. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for the enterprise products covered by any true up orders in total upon our acceptance of each true up order.

Select the enterprise products to be covered by your initial order. If you select the Core CAL, you must select either desktop or user licenses.

<table>
<thead>
<tr>
<th>Enterprise Products</th>
<th>Desktop Licenses</th>
<th>User Licenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows Desktop Operating System Upgrade</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>Office Professional</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>Office Standard</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>Core Client Access License</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>Exchange Server Client Access License</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>SharePoint Portal Server Client Access License</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>Windows Server Client Access License</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>Systems Management Server Configuration Management License</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>Windows Terminal Services Client Access License</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>Office Live Communication Server Client Access License</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>SQL Server Client Access License</td>
<td>☑</td>
<td></td>
</tr>
</tbody>
</table>

1 The components of the current versions of Office Professional, Office Standard and the current versions of the components that make up the Core CAL, are identified in the Product List.

2 If you select a User CAL and the agreement identified on the cover page is version 6.1 or earlier, the User CAL Terms and Conditions apply.
8. **Additional Products**

We will invoice your reseller for each additional product covered by your initial order in three equal annual installments. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for any new additional product not initially included in your enrollment in total upon our acceptance of your order. We will invoice your reseller for additional products initially included in your enrollment and covered by any true up order submitted during the initial term in total upon our acceptance of your true up order.

9. **Qualifying systems licenses.**

All desktop operating system licenses provided under this program are upgrade licenses. **No full operating system licenses are available under this program.** Therefore, if you select the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at http://www.microsoft.com/licensing. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

10. **Renewal orders.**

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.
Your reseller should complete the following sections and sign this form where indicated.

### General information

<table>
<thead>
<tr>
<th>Reseller company name:</th>
<th>SHI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street address (PO boxes will not be accepted)</td>
<td>2 Riverview Drive</td>
</tr>
<tr>
<td>City and State / Province and postal code:</td>
<td>Somerst, NJ 08873</td>
</tr>
<tr>
<td>Country</td>
<td>USA</td>
</tr>
<tr>
<td>Contact name</td>
<td></td>
</tr>
<tr>
<td>Phone number</td>
<td>888-764-8888</td>
</tr>
<tr>
<td>Fax number</td>
<td>732-537-7325</td>
</tr>
<tr>
<td>Email address</td>
<td><a href="mailto:msteam@shi.com">msteam@shi.com</a></td>
</tr>
</tbody>
</table>

The undersigned confirms that the reseller information is correct.

<table>
<thead>
<tr>
<th>Name of reseller</th>
<th>SHI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td>Printed name</td>
<td></td>
</tr>
<tr>
<td>Printed title</td>
<td>Licensing Specialist</td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

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SLG Microsoft Enterprise 6.4 Enrollment (North America) - June 2006
Reseller Information Form
Page 11 of 11
Enterprise Enrollment – State and Local
Amendment

This amendment is entered into between the customer and Microsoft affiliate signing, as of the effective date identified below. All terms used but not defined will have the same meanings as in the Microsoft Enterprise Enrollment identified above ("the enrollment"). The following terms and conditions amend the terms and conditions of the enrollment, but only with respect to the customer identified below and only for purposes of this enrollment.

1. On the cover page, the paragraph entitled "Representations and warranties," is hereby amended and restated in its entirety with the following:

Representations and Warranties. By signing this enrollment, the parties agree to be bound by the terms of this enrollment and you represent and warrant that: (i) you have read and understand the Microsoft Enterprise Agreement, including all documents it incorporates by reference and any amendments to those documents, and agree to be bound by those terms; (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate; and (iii) you have 250 or more qualified desktops; or (iii) as a condition of entering into this enrollment with 25-249 qualified desktops, you have elected not to receive CD ROMs as part of the enrollment and therefore no CD ROMS will automatically be shipped. If you are enrolling with 25-249 qualified desktops and you would like to receive CD ROM Kits and updates you may order these through your reseller for a fee.

2. The following amendments are also made to the cover page:

The media order form is deleted from the list of documents that comprise the enrollment and is deleted from the list of required attachments.

3. The section entitled "Establishing your price level," is hereby amended and restated in its entirety with the following:

Establishing your price level.

The price level for all enterprise products and for any additional products you order will be determined pursuant to the terms and conditions of the Enterprise Agreement under which you are enrolling. If your Enterprise Agreement does not set a specific price level for all enrollments under it, then the price level for all enterprise products and for any additional products you order will be determined by the section of the enrollment entitled "Establishing your price level." Notwithstanding anything to the contrary, the minimum number of qualified desktops and/or qualified users you may enroll is 25.

Qualified desktops: You represent that the total number of qualified desktops in your enterprise, or will be increased to, this number during the initial term of this enrollment (This number may be less than 250 desktops but must be at least 25 desktops).

Qualified users: You represent that the total number of qualified users in your enterprise, or will be increased to, this number during the initial term of this enrollment (This number may be less than 250 users but must be at least 25 users).
Except for changes made by this amendment, all terms of the enrollment remain unchanged. By signing below, the parties agree to be bound by the terms of this amendment.

**Customer**

<table>
<thead>
<tr>
<th>Name of Entity</th>
<th>Contracting Microsoft Affiliate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indian River County Computer Services</td>
<td>Microsoft Licensing, GP</td>
</tr>
</tbody>
</table>

**Signature**

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Printed Title</th>
</tr>
</thead>
</table>

**Effective Date**

---

*indicates required field

Please send 1 executed original to: Microsoft Licensing, GP - 600 Neil Road Suite 210 - Reno, Nevada USA 89511-1137 - Dept. 551 Volume Licensing. When the amendment is fully signed, you will receive a confirming copy.

Prepared By:
To: Members of the Board of County Commissioners

From: Jason E. Brown
Director, Office of Management & Budget

Date: October 18, 2006

Subject: Miscellaneous Budget Amendment 002

Description and Conditions

The attached budget amendment appropriates funding necessary for the following:

1. On October 10, 2006, the Board of Commissioners approved the bid award for the demolition of 5 condemned structures. The attached entry appropriates funding in the 2006/07 fiscal year from M.S.T.U. Fund Contingency for the demolition along with other costs such as title searches and recording fees in the amount of $23,000.

2. On October 3, 2006, the Board of County Commissioners approved a Literacy/Computer Literacy Lab Program grant through the State of Florida, Division of Library and Information Services. This grant provides funding in the amount of $58,000 to provide literacy software, lap top computers, a mobile computer cart and temporary personnel to assist reading and communication skills of adults who have difficulty utilizing library services. The attached entry appropriates these grant funds in the amount of $58,000.

3. Funds were budgeted during the 2005/06 fiscal year for a water slide at the Gifford Aquatics Center and program registration software for the Recreation Department. The attached entry rolls these funds forward to the 2006/07 fiscal year for the water slide ($51,071) and program software ($75,000)

Staff Recommendation

Staff recommends that the Board of Commissioners approve the attached budget resolution amending the fiscal year 2006/07 budget.

Attachment

Budget Resolution

APPROVED AGENDA ITEM:

[Signature]
Joseph A. Band
County Administrator

FOR: October 24, 2006
RESOLUTION NO. 2006-____

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA,
AMENDING THE FISCAL YEAR 2006-2007 BUDGET.

WHEREAS, certain appropriation and expenditure amendments to the
adopted Fiscal Year 2006-2007 Budget are to be made by resolution pursuant to
section 129.06(2)(a)-(e), Florida Statutes (2005); and

WHEREAS, the Board of County Commissioners of Indian River County
desires to amend the fiscal year 2006-2007 budget, as more specifically set forth
in Exhibit "A" attached hereto and by this reference made a part hereof,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that the Fiscal Year
2006-2007 Budget be and hereby is amended as set forth in Exhibit "A" upon
adoption of this Resolution

This Resolution was moved for adoption by Commissioner
________________, and the motion was seconded by Commissioner __________,
and, upon being put to a vote, the vote was as follows:

Chairman Arthur R. Neuberger___
Vice Chairman Gary C. Wheeler_____
Commissioner Sandra L. Bowden_________
Commissioner Wesley S. Davis_________
Commissioner Thomas S. Lowther_______

The Chairman thereupon declared this Resolution duly passed and adopted
this ____ day of ________, 2006.

Attest: J. K. Barton, Clerk

By _______________ Deputy Clerk

By __________________________
Arthur R. Neuberger, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

270
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BACKGROUND AND ANALYSIS:

The Utility Department utilizes Engineering Consultants under Continuing Services Contracts for needed plant and infrastructure projects. The current Engineering Consultants under Continuing Services Contracts were approved by the Board of County Commissioners under RFQ 6037 for water and wastewater consulting engineering services on April 6, 2004. These contracts were authorized for a period of three years renewable for an additional three years. These contracts will expire April 6, 2007.

With the expiration of the current Engineering Consultant contracts on April 6, 2007, it is timely to now begin the process of issuing a new RFQ for Engineering Services. Existing Engineering Consultants, under contract, will be encouraged to submit on the RFQ in addition to other qualified firms. Selected firms, as a result of the new RFQ, will have a three year contract with the County renewable for an additional three years.

RECOMMENDATION:

The staff of the Department of Utility Services recommends that the Board of County Commissioners approve the solicitation of Request For Qualifications for Continuing Consulting services.

Attachments:

1. Request For Qualifications Scope of Services

Funds: 471 & 472
**APPROVED FOR AGENDA:**

By Joseph A. Baird
County Administrator

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REQUEST FOR QUALIFICATIONS (RFQ)
For INDIAN RIVER COUNTY UTILITY SERVICES

The Indian River County Board of County Commissioners, in compliance with the Consultants' Competitive Negotiation Act (CCNA), section 287.055, Florida Statutes (2005), announces that professional services will be required for the projects set forth herein:

CONTINUING CONTRACT CONSULTING SERVICES FOR:
INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES
WATER DISTRIBUTION SYSTEM & WATER TREATMENT FACILITIES AND WASTEWATER COLLECTION SYSTEM & WASTEWATER TREATMENT FACILITIES

A general description of the scope of consulting services is as follows:

The Consultant is to perform, as needed, continuing contract consulting services for the County's Potable Water Distribution System and Water Treatment Facilities and Wastewater Collection System & Wastewater Treatment Facilities. The projects will require close and frequent liaison with the County's Utility Services Department. The miscellaneous projects may include, but are not limited to, the following:

- Capital Improvement Projects.
- Operating and Maintenance Projects (O&M).
- Miscellaneous General Plant-related Engineering Services.
- Budgetary and Process/Operating Cost Analysis Projects.
- Hydraulic & Sewer/Water Quality Modeling.
- Permitting and Regulatory Assistance.
- Grant Writing & Funding Analysis.
- Subsurface Soils Exploration.
- Surveying, Mapping, GIS and GPS Services.
- Site Work Including Storm Water, Roads and Infrastructure.
- Structural, Mechanical, Electrical and Instrumentation Services.
- Wastewater and RO Water Design and Distribution.
- Capital Estimates.
- And other engineering tasks as directed by the Director of Utility Services.

Some of the foregoing projects are anticipated by Indian River County to be projects in which construction costs do not exceed $1 million, or study activities where the fee for such professional service does not exceed $50,000. In addition, other projects are anticipated for work of a specified nature as outlined in an Agreement to be developed between the Consultant and Indian River County, with no time limitation except that the Agreement will contain a termination clause. The work on the foregoing projects may occur at any time within the five (5) year rolling Capital Improvement Program, including but not limited to the following referenced list:

- Capital Project List of 2006 (or latest).
- Water & Wastewater Treatment Facilities Renewal & Replacement (R&R) Projects with anticipated construction costs in excess of one million dollars.
- Water & Wastewater Treatment Facilities Capacity Enhancement Projects with anticipated construction costs in excess of one million dollars.
- Water Distribution/Wastewater Collection R&R projects with anticipated construction costs in excess of one million dollars.
It is the intent of Indian River County to enter into agreements with multiple qualified engineering firms. It is the intent of Indian River County that each agreement will have a term of three (3) years, with one (1) renewal option of three (3) years, for a possible total of six (6) years, subject to early termination as set forth in the agreement. No representation or guarantee is made by Indian River County as to the minimum or maximum dollar value, volume of work, or type of work that any firm will receive during the term of any agreement. Further, it is the intent of Indian River County, in accordance with the provisions of the Consultants’ Competitive Negotiation Act (CCNA), section 287.055, Florida statutes (2005), to review no fewer than three firms regarding their qualifications and ability to furnish the required services.

NOTE: PUBLIC PRESENTATIONS WILL NOT BE MANDATED IN CONNECTION WITH THE SELECTIONS UNDER THIS RFQ.

A. GENERAL CRITERIA FOR SELECTION:

1. Professional qualifications of firm and specific individuals to be assigned to and manage the projects.
   a) Qualifications of Firm: List shall not exceed three (3) pages in length.
   b) Specific Individuals Assigned: Provide a maximum of three (3) resumes for the personnel assigned as liaisons to Indian River County, i.e., principals / project managers. Each resume shall not exceed two pages in length.

2. List of project assignments performed in the last five (5) years (maximum), relevant to water distribution system expansions, wastewater collection system expansions, facility upgrades, capacity enhancements, modifications, improvements and renewal & replacements (R&R):
   - Capital improvement projects
   - Operating & Maintenance projects (O&M)
   - Miscellaneous general plant-related Engineering Services
   - Budgetary and process/operating cost analysis projects
   - Water & Wastewater plant design
   - Hydraulic & Sewer/Water Quality Modeling
   - Permitting and Regulatory Analysis
   - Grant Writing & Funding Analysis
   - Site Work/Water & Wastewater distribution systems
   - Subsurface Soils exploration
   - Surveying, Mapping, GIS Applications and GPS Services
   - Civil, Mechanical, Electrical, Instrumentation Engineering as applies to Water & Wastewater Plants

   a) List of completed projects along with the name of the utility, a contact person, telephone number, and project value in dollars. Complete the form attached hereto as Table A.
   b) Completed Table A list shall not exceed two (2) pages in length.

3. Consultants’ project history to accomplish work within the time frames and project schedules as determined by the client, not to exceed two (2) pages in length.

4. Present workload:
   a) List of present and projected workload. Complete the form attached hereto as Table B.
   b) Completed Table B list shall not exceed three (3) pages in length.

5. Evidence of professional liability insurance and error and omission insurance, or evidence that the required insurance will be provided at the time of selection.
   a) Attach certificates of insurance (or equivalent).
6. Demonstration of cost control performance on previous projects during the previous five (5) years.
   a) Provide Complete GSA Form SF-254 for general experience. Provide a maximum list of twenty (20) projects.
   b) Provide Complete GSA Form SF-255 listing various utility projects completed or nearing completion. Provide a maximum list of twenty (20) projects.

7. Proximity of firm in relation to Indian River County.
   a) Provide regional map of firm's office location(s) within the State of Florida. Map shall be annotated to reflect the address(s) and telephone number(s) of the office(s).
   b) If applicable, provide regional map of other resources (sub-consultants or other professionals) committed to supporting your firm in completing the work (i.e., name of surveyor, mapper, soils testing, structural, electrical, instrumentation, mechanical, architectural, and other professionals who may be involved). Map shall be annotated to reflect the address and telephone number of each additional resource.

B. FORMS OF SUBMITTAL – SUBMITTAL CONTENT:

1. Interested Consultants or firms are advised to provide in their submittals as precise information as possible pertaining to their capabilities, experience, and ability to provide the services outlined in this Request for Qualifications and to adhere to the instructions herein.

2. Each submittal must address each of the items 1 thru 7 referenced above, and shall be limited to specific instructions outlined above. A table of contents is presented below as an outline of your submission.

   Suggested Table of Contents
   a) Cover Letter / Letter of Interest.
   b) Professional Qualifications of Firm.
   c) Professional Qualifications of specific individuals assigned to the County.
   d) List of project assignments performed in the last five years (Table A).
   e) Demonstration of ability to complete project schedules within time frames.
   f) List of present workload (Table B).
   g) Evidence of professional liability insurance.
   h) Evidence of error and omission insurance.
   i) GSA Form SF-254.
   j) GSA Form SF-255.
   k) Regional map of firm's office location(s) within the State of Florida.
   l) Regional map of sub-consultants or other professionals committed to supporting your firm in completing utility work.

3. Applicants that do not comply with all the above instructions or do not include all the requested data may not be considered.

C. INSURANCE REQUIREMENTS:

The Consulting firm selected shall be required to furnish evidence of insurance(s) to the County as set forth below.

a) The successful firm shall provide Worker's Compensation insurance as required by law.

b) Workers' Compensation for Employer's Liability Insurance. Statutory requirements for Worker's Compensation and employer's liability of $100,000 each accident, $500,000 disease policy limit, and $100,000 per occurrence.
c) Business Automobile Insurance. This coverage should include owned, hired, and non-owned vehicles at a minimum combined single limit of $100,000 per occurrence and personal injury coverage of $50,000.

d) General Liability Insurance. Commercial general liability coverage, including contractual liability and independent contractor, with a minimum combined single limit of $100,000 per occurrence and personal injury coverage of $50,000.

e) Professional Liability. Professional liability insurance at a minimum limit of $1,000,000.

f) Consultant agrees to provide the insurance written by a carrier licensed to do business in the State of Florida. To the extent available, the policy shall be an occurrence form, not a claims-made policy. The insurance company selected shall be rated A- or better, per the Best's Key Rating Guide.

g) A certificate of insurance shall be provided to the Risk Manager for review and approval, ten (10) days prior to commencement of any work under the Agreement. The Certificate shall provide for Indian River County to be named as an additional insured for work under this Agreement.

h) The County shall be given 30 days prior written notice of Consultant's intent to cancel or modify any required insurance.

D. SUBMISSION REQUIREMENTS:

Any firm desiring to provide professional services described above shall submit expression of interest, including qualifications and experience, as outlined in the prior pages.

Interested firms shall submit seven copies of the required information not later than 2:00 p.m., , addressed to the attention of:

Purchasing Manager, Indian River County
1840 25th St.
Vero Beach, Florida 32960

Questions regarding the RFQ may be directed to:

Mike Hotchkiss, PE, Capital Projects Manager
1840 25th Street
Vero Beach, FL 32960
Office (772) 567-8000, extension 1835
Fax (772) 770-5143
mhotchkiss@ircgov.com

Indian River County reserves the right to reject any and all qualifications received by reason of this request. Consultants or firms whose qualifications are not accepted will be notified in writing.
Table A - List of Recent Utility Projects:

<table>
<thead>
<tr>
<th>Project Type:</th>
<th>Client Name (Utility name)</th>
<th>Client Address</th>
<th>Person</th>
<th>Year Work Performed</th>
<th>Brief Description of Work Performed</th>
<th>Est. Project Value ($)</th>
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** Project Type Examples: Rate, W/WW, Pipeline, WTP
Table-A - List of Recent Utility Projects (cont.):

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Table B - Present and Projected Workload

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Table B  Present and Projected Workload (cont.)

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MEMORANDUM

TO: Members of the Board of County Commissioners

FROM: Joseph A. Baird
       County Administrator

DATE: October 11, 2006

SUBJECT: Commission Agenda Public Discussion Form

DESCRIPTIONS AND CONDITIONS:

At the Board of County Commission Meeting of October 3, 2006, it was discussed that a standard form should be utilized for requests to speak under Public Discussion. Staff developed the attached form.

RECOMMENDATION:

Staff requests the Board of County Commission approve the attached form for requests to be added to the agenda under Public Discussion Items.

Attachment: Form

APPROVED AGENDA ITEM

BY: Joseph A. Baird

FOR: October 24, 2006
INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSION
REQUEST TO BE SCHEDULED FOR PUBLIC DISCUSSION

Any organization or individual wishing to address the Board of County Commission shall complete this form and submit it to the Indian River County Administrator’s Office.

PUBLIC DISCUSSION INFORMATION

Indian River County Code Section 102.04(9)(b): as a general rule, public discussion items should be limited to matters on which the commission may take action.

Indian River County Code Section 102.07(2): limit remarks to three minutes unless additional time is granted by the commission.

NAME OF INDIVIDUAL OR ORGANIZATION: ________________
ADDRESS: ________________ PHONE: ________________

SUBJECT MATTER FOR DISCUSSION: ________________

IS A PRESENTATION PLANNED?  Yes/No
IS BACK-UP BEING PROVIDED?  Yes/No
IS THIS AN APPEAL OF A DECISION?  Yes/No

WHAT RESOLUTION ARE YOU REQUESTING OF THE COMMISSION? ________________

ARE PUBLIC FUNDS OR ACTIVITIES REQUIRED?  Yes/No

WHAT FUNDS OR ACTIVITIES ARE REQUIRED TO MEET THIS REQUEST? ________________

COUNTY ADMINISTRATOR: ________________
MEETING DATE: ________________

ATTACHMENT #1
Indian River County, Florida
Memorandum

TO: Joseph A. Baird, County Administrator
THRU: Jason Brown, Director, OMB
FROM: Beth Jordan, Risk Manager
DATE: October 12, 2006
SUBJECT: Request for Agenda; Third Party Claims Administration Agreement

Please consider the following for inclusion on the October 24, 2006 Board of County Commissioners' agenda.

On February 22, 2005, the Board entered into an agreement with Johns Eastern Company, Inc. (JEC) to perform third party claims administration services for the self-insurance program. At this time, we present for consideration and signature the one-year extension of this agreement with the same terms and conditions as the original agreement.

Approved for Agenda:

[Signature]
Joseph A. Baird, County Administrator
October 24, 2006
September 25, 2006

Ms. Beth Jordan
Risk Manager
Indian River Board of County Commissioners
1840 25th Street
Vero Beach, FL 32960-3365

Re: Service Contract for Claims Services
October 1, 2006 - September 30, 2007

Dear Beth:

Enclosed please find Addendum I to the Service Contract for the Automobile Liability, General Liability, and Workers’ Compensation claims services from October 1, 2006 thru September 30, 2007.

We are pleased to offer our contract at the same rates as the expiring year. Please sign one of the original contracts and return it to me, the other is for your records.

We thank you for the opportunity to continue providing claims services for Indian River Board of County Commissioners. Please feel free to call me with any questions.

Sincerely,

JOHNS EASTERN COMPANY, INC.

Laura K. Lowe
Account Manager

Enclosure(s)
ADDENDUM NUMBER I

TO SERVICE CONTRACT FOR AUTOMOBILE LIABILITY, GENERAL LIABILITY, AND WORKERS' COMPENSATION CLAIMS HANDLING

This is the FIRST Addendum to the Agreement entered into between Johns Eastern Company, Inc., hereinafter called the SERVICE AGENT, and INDIAN RIVER BOARD OF COUNTY COMMISSIONERS, hereinafter called the EMPLOYER, dated the 24th day of October.

This Addendum affects the remuneration to be paid by the EMPLOYER to the SERVICE AGENT for the handling of claims with a date of loss of October 1, 2006 through September 30, 2007. All other terms of the original Contract remain unchanged.

The remuneration to be paid to the SERVICE AGENT under this Agreement by the EMPLOYER for workers' compensation claims handling and safety services during the term of this Agreement shall be as follows:

5. Compensation for the Service Agent: For performing its services under this Agreement, the Service Agent shall be entitled to the following compensation:

   a. Fees for workers' compensation exposures whose dates of loss fall between October 1, 2006 and September 30, 2007 will be a minimum and deposit of $62,350.00. We will bill this minimum and deposit in four quarterly installments of $15,587.50 with the first payment due on October 1, 2006. This fee contemplates handling 150 workers' compensation exposures. If the number of exposures exceeds 150, then the fees will be $150.00 per medical only exposure and $995.00 per indemnity exposure.

   b. Fees for non-workers' compensation exposures whose dates of loss fall between October 1, 2006 and September 30, 2007 will be a minimum and deposit of $13,400.00. We will bill this minimum and deposit in four quarterly installments of $3,350.00 with the first payment due upon program inception. This fee contemplates handling 22 non-workers' compensation exposures. If the number of exposures exceeds 22, then the fees will be:

   - General Liability/B\d  $495.00/exposure
   - General Liability/PD  $449.00/exposure
   - Law Enforcement/Prof Liab. $995.00/exposure
   - Auto Liability/B\d  $649.00/exposure
   - Auto Liability/PD  $449.00/exposure
   - Physical Damage  $295.00/exposure
   - Errors & Omissions  $950.00/exposure
   - Commercial Property  $455.00/exposure

   c. The Arthur J. Gallagher administration fee will be $5,000.00 covering October 1, 2006 through September 30, 2007.

   All other service fee terms and rates outlined in the original contract remain unchanged.

6. Excess Reporting Obligation - Unless otherwise specified in this addendum, Service Agent agrees that reporting claims to excess insurance carrier is the Service Agent's responsibility. It is the responsibility of the Employer to provide accurate coverage information regarding any insurance policies covering claims covered by this contract. The information for all claim years that the Service Agent is handling will be made available to the Service Agent within 90 days of contract inception. New insurance information on renewal years will be made within 90 days of renewal date. Excess information will include name and claims reporting address and phone number of all carriers, policy number, effective dates, limits of liability, deductibles, specific retentions and loss funds. Actual policies will be provided. This information is required for each claim year that the Service Agent is handling for the employer. If this information is not made available as outlined in this paragraph, Service Agent will not be responsible for any penalties, interest, or reductions in excess recoveries because of late reporting.

7. Continuing Handling of Claims After Termination of Contract or Legally Imposed Mandates. Upon
termination of this Agreement as set forth in paragraph 8, the Service Agent agrees to continue handling all claims that have been made and reported to it prior to such date of termination for thirty (30) days unless the parties have agreed otherwise in writing.

Upon repeal of any service mandated by the workers' compensation law and/or other applicable statutes and/or regulations, the Service Agent agrees to continue handling all claims under the repealed service that have been reported to it prior to the date of such repeal for thirty (30) days unless the parties have agreed otherwise in writing.

Upon exiting, client data will be provided to the new TPA either by a series of attachments to one or more email messages containing zip files which can be password-protected or via CD ROMS. The claim files may exist as paper files and will be shipped as such. If the claim files are stored as images in a document retrieval system, they will be provided via CD ROM or the most current means of providing data. The cost for this will be no greater than $3,500.00. The Employer will be billed for any additional programming to help in data transfer.

Handling of property claims during a catastrophe will be billed based upon the attached catastrophe schedule or the schedule in effect at the time of the catastrophe.

All other terms of the contract remain unchanged.

IN WITNESS WHEREOF, the SERVICE AGENT and the EMPLOYER have each caused this Addendum to be executed by its duly authorized representative to be effective the 1st day of October 2006.

ATTACH: J. K. Barton, Clerk
Deputy Clerk

WITNESSES:

John W. Shaw

INDIAN RIVER BOARD
OF COUNTY COMMISSIONERS

By
Arthur K. Neuberger, Chairman

JOHNS EASTERN COMPANY, INC.

By
Beverly Adkins, AIC, AIM
Vice President, Special Account Services

APPROVED:
County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
ASSISTANT COUNTY ATTORNEY
JOHNS EASTERN COMPANY, INC.

2006 CATASTROPHE FEE SCHEDULE

<table>
<thead>
<tr>
<th>Full Repair Cost</th>
<th>Service Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 0.01 - $ 2,500.00</td>
<td>357</td>
</tr>
<tr>
<td>$ 2,500.01 - $ 5,000.00</td>
<td>495</td>
</tr>
<tr>
<td>$ 5,000.01 - $ 7,500.00</td>
<td>572</td>
</tr>
<tr>
<td>$ 7,500.01 - $ 10,000.00</td>
<td>681</td>
</tr>
<tr>
<td>$ 10,000.01 - $ 15,000.00</td>
<td>864</td>
</tr>
<tr>
<td>$ 15,000.01 - $ 20,000.00</td>
<td>1,012</td>
</tr>
<tr>
<td>$ 20,000.01 - $ 25,000.00</td>
<td>4.5% of Loss - $1,025 minimum</td>
</tr>
<tr>
<td>$ 25,000.01 - $ 35,000.00</td>
<td>4% of Loss - $1,200 minimum</td>
</tr>
<tr>
<td>$ 35,000.01 - $ 50,000.00</td>
<td>3.5% of Loss - $1,400 minimum</td>
</tr>
<tr>
<td>$ 50,000.01 - $ 100,000.00</td>
<td>3% of Loss - $1,750 minimum</td>
</tr>
<tr>
<td>Over $ 100,000.00</td>
<td>2% of Loss - $3,000 minimum</td>
</tr>
</tbody>
</table>

1. Full Repair Cost - Agreed cost to repair or replace before applying depreciation, deductible, or other clauses limiting coverage.

2. In addition to the schedule, the following charges will be made:
   a. All miles driven at the rate set by F.S. Section 112.061.
   b. Photos - $2.00 each
   c. Outside fees, reports, telephone, and other direct expense, at cost.
   d. Administrative/Set up fee - $30.00 (one time only fee per catastrophe).
   e. Drive time charged and mileage (both prorated when possible) when loss is more than 20 miles from our base of operation.
### PROPERTY RATES SCHEDULE

<table>
<thead>
<tr>
<th>Full Repair Cost</th>
<th>Appraisal Only</th>
<th>Full Adjustment</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.01 - $500.00</td>
<td>$180.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>500.01 - 1,000.00</td>
<td>205.00</td>
<td>256.00</td>
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<td>1,000.01 - 2,500.00</td>
<td>334.00</td>
<td>379.00</td>
</tr>
<tr>
<td>2,500.01 - 5,000.00</td>
<td>397.00</td>
<td>465.00</td>
</tr>
<tr>
<td>5,000.01 - 7,500.00</td>
<td>517.00</td>
<td>559.00</td>
</tr>
<tr>
<td>7,500.01 - 10,000.00</td>
<td>617.00</td>
<td>669.00</td>
</tr>
<tr>
<td>10,000.01 - 15,000.00</td>
<td>715.00</td>
<td>825.00</td>
</tr>
<tr>
<td>15,000.01 - 20,000.00</td>
<td>850.00</td>
<td>980.00</td>
</tr>
<tr>
<td>20,000.01 - 30,000.00</td>
<td>n/a</td>
<td>4.5% of Loss - $995 minimum</td>
</tr>
<tr>
<td>30,000.01 - 40,000.00</td>
<td>n/a</td>
<td>3.5% of Loss - $1,350 minimum</td>
</tr>
<tr>
<td>40,000.01 - 55,000.00</td>
<td>n/a</td>
<td>3.0% of Loss - $1,400 minimum</td>
</tr>
<tr>
<td>55,000.01 - 70,000.00</td>
<td>n/a</td>
<td>2.5% of Loss - $1,650 minimum</td>
</tr>
<tr>
<td>70,000.01 - 90,000.00</td>
<td>n/a</td>
<td>2.0% of Loss - $1,750 minimum</td>
</tr>
<tr>
<td>90,000.01 - 110,000.00</td>
<td>n/a</td>
<td>2.0% of Loss - $1,800 minimum</td>
</tr>
<tr>
<td>110,000.01 - 150,000.00</td>
<td>n/a</td>
<td>2.0% of Loss - $2,200 minimum</td>
</tr>
<tr>
<td>150,000.01 - ABOVE</td>
<td>n/a</td>
<td>2.0% of Loss - $3,000 minimum</td>
</tr>
</tbody>
</table>

1. Above fees include local telephone, file creation, copying, and secretarial support.

2. Full Repair Cost -- Agreed cost to repair or replace before applying depreciation, deductible, or other clauses limiting coverage.

3. In addition to the schedule, the following charges will be made:
   a. All miles driven at the rate set by F.S. Section 112.061.
   b. Photos - $2.00 each
   c. Outside fees, reports, telephone, and other direct expense, at cost.
   d. Drive time charged (prorated when possible) when loss is more than 20 miles from our office.

4. These schedules do not apply to catastrophes.

5. All assignments handled by General Adjuster will be billed at the full adjustment rate.

6. Subrogation efforts charged on an hourly basis of $69/hour.
INTER-OFFICE MEMORANDUM

To: Members of the Board of County Commissioners

Date: October 18, 2006

Subject: Out of County Travel to Attend Property Tax – Homestead & Save Our Homes Portability Workgroup Meeting

From: Kimberly Massung
Executive Aide to the Commission

Authorization is requested for out of county travel for Commissioner Davis and appropriate County staff to travel to Orlando on Wednesday, November 1, 2006 to attend a meeting of the Florida Association of County Property Tax – Homestead & Save Our Homes Portability Workgroup. The meeting will be held at the Ackerman & Senterfitt Law Firm, CNL Center II at City Commons, Suite 1200, 420 South Orange Avenue, Orlando, FL from 10:00 a.m. to 3:00 p.m.

Attachment – FAC Email dated October 17, 2006

/kim

F:\BCCAgenda Items\2006\Travel Requests\Davis-Orlando Property Tax Group Meeting.doc
MEMORANDUM via email

TO: Property Tax – Homestead & Save Our Homes Portability Workgroup

FROM: Palmer Mason, Legislative Director

DATE: October 17, 2006

RE: Next Meeting – Face-to-Face Discussion

MEETING INFORMATION

A meeting has been scheduled for Wednesday, November 1, 2006 from 10:00 a.m. to 3:00 p.m. in Orange County (Orlando).

The meeting will be held at the Ackerman & Senterfitt Law Firm, CNL Center II at City Commons, Suite 1200, 420 South Orange Avenue, Orlando, Florida, 32801. The phone number for the law firm is (407) 423-4000. There is parking
available in the City Commons Garage adjacent to the CNL Building. A boxed lunch containing a sandwich, chips, pickle, dessert and soda will be provided.

FAC encourages any attending commissioner to bring someone from their county budget office who can help assess the impacts of any property tax proposals. Please provide us with the name, title and contact information of that individual.

If you are unable to attend this meeting, you might consider sending a staff person in your place. Even though they are not eligible to vote, their presence would be helpful in developing FAC’s recommendations.

Finally, for those commissioners unable to attend the Wednesday, November 1, 2006 meeting, please understand that the Workgroup’s proposals are strictly recommendations. FAC’s final position on these issues will be determined by the membership at the 2006-07 Legislative Conference, November 29-December 1, 2006, in Walton County (Sandestin).

**HOTEL INFORMATION**

There are three hotels in the vicinity of the Ackerman & Senterfitt Law Firm:

- **Westin Grand Bohemian**
  325 South Orange Avenue
  Orlando, Florida 32801
  Phone: (407) 313-9000

- **Orlando Marriott Downtown**
  400 West Livingston Street
  Orlando, Florida 32801
  Phone: (407) 843-6664

- **Embassy Suites Orlando Downtown**
  191 East Pine Street
  Orlando, Florida 32801
  Phone: (407) 841-1000

FAC has not secured a room block at the listed hotels.

**DRIVING DIRECTIONS TO MEETING LOCATION**

Driving directions to the Ackerman & Senterfitt Law Firm are listed below:
Driving Directions from the Orlando International Airport:

- From the Orlando International Airport head North out of the airport on Highway 436/South Semoran Boulevard toward Downtown;
- Go 5-6 miles before you see the Toll Road 408 overpass, you should go West and will need to take the entrance ramp on the right side just after the overpass;
- Proceed thru the toll plaza that will cost $.75;
- Go approximately 2 miles and take the Rosalind/South Street exit. At the light turn left onto South Street;
- Continue on South Street to the 4th traffic light (crossing Orange Avenue and just before the railroad track) which is Boone Avenue;
- Turn left onto Boone and right into the entrance to the CNL/City Hall parking garage;
- Once inside the garage take the ramp to the far end in front of you, those will be the elevators you will use;
- Take the elevators to the 3rd level bridge. Follow the walkway to the building and around the corner to the building security guard desk;
- Once you have obtained your guest pass, take the elevators to the reception area on the 12th floor.

Going West on I-4 (from Daytona Beach)

- Take South Street Exit on left lane;
- Circle to right onto South Street;
- Take first right north onto South Hughey Avenue;
- Take first right onto Church Street;
- Take first right onto South Orange Avenue;
- Take first right onto South Street;
- Take first left onto Boone Avenue;
- Take second entrance into the CNL/City Hall parking garage on the right;
- Once inside the garage take the ramp to the far end in front of you, those will be the elevators you will use.
- Take the elevators to the 3rd level bridge. Follow the walkway to the building and around the corner to the building security guard desk;
- Once you have obtained your guest pass, take the elevators to the reception area on the 12th floor.

Going East on I-4 (from Tampa)

- Take 408 Expressway Exit going east (no toll is required);
- Take first exit to downtown Orlando;
- Follow curve to right onto East Lucerne Circle;
• Take first right on South Orange Avenue north (road forks to right);
• Take second left onto East South Street;
• Take third left onto Boone Avenue;
• Once inside the garage take the ramp to the far end in front of you, those will be the elevators you will use.
• Take the elevators to the 3rd level bridge. Follow the walkway to the building and around the corner to the building security guard desk;
• Once you have obtained your guest pass, take the elevators to the reception area on the 12th floor.

**RSVP FOR LUNCH**
If you plan to eat lunch, please RSVP by **Monday, October 30**. You may forward your response to Anne Carpenter by email at acarpenter@fl-counties.com or by fax at (850) 488-7192.

Name: ________________________________

____ Yes, I plan to eat lunch
____ No, I do not plan to eat lunch

FAC appreciates your willingness to serve on the Workgroup. Your time and efforts are appreciated.
If you have any questions, please do not hesitate to contact me.
PM/ac

cc: Chris Holley, FAC Executive Director
Bob McKee, FAC Fiscal Policy Director
INDIAN RIVER COUNTY  
BOARD OF COUNTY COMMISSIONERS  

INTER-OFFICE MEMORANDUM  

To: Members of the Board of County Commissioners  

Date: October 9, 2006  

Subject: Out of County Travel to Attend the Florida Association of Counties 2007 Legislative Conference  

From: Kimberly Massung  
Executive Aide to the Commission  

Authorization is requested for Commissioners and staff to attend the Florida Association of Counties 2007 Legislative Conference being held November 29 – December 1, 2006 at the Sandestin Golf and Beach Resort in Walton County.

Attachment: Preliminary Schedule of Events  
Registration and Hotel Registration Form  

/kim  

F:\BCC\Agenda Items\2006\Travel Requests\AL\FAC 2007 Legislative Conference.doc  

296
FLORIDA ASSOCIATION OF COUNTIES
2007 LEGISLATIVE CONFERENCE
PRELIMINARY SCHEDULE OF EVENTS

TUESDAY, NOVEMBER 28
4:30 p.m. – 6:30 p.m. Executive Committee Meeting

WEDNESDAY, NOVEMBER 29
7:30 a.m. – 8:30 a.m. Continental Breakfast
7:30 a.m. – 5:00 a.m. Registration Desk Open
8:00 a.m. – 9:30 a.m. Rural Caucus
8:00 a.m. – 12:00 p.m. Urban Caucus
9:00 a.m. – 12:30 p.m. New Commissioners Orientation and Luncheon
9:30 a.m. – 11:00 a.m. Enterprise Committee Luncheon (Tentative)
1:00 p.m. – 2:00 p.m. Finance, Transportation & Administration Committee
1:30 p.m. – 3:30 p.m. Growth, Environmental Planning & Agriculture Committee
1:30 p.m. – 5:30 p.m. Health & Human Services Committee
1:30 p.m. – 2:00 p.m. Public Safety Committee
2:00 p.m. – 3:30 p.m. Affiliate Meetings
2:00 p.m. – 5:30 p.m. Affiliate Meetings
4:30 p.m. – 5:30 p.m. Affiliate Meetings
5:30 p.m. – 7:00 p.m. Welcome Reception Sponsored by Walton County

THURSDAY, NOVEMBER 30
7:30 a.m. – 8:30 a.m. Continental Breakfast
7:30 a.m. – 11:00 a.m. Registration Desk Open
8:00 a.m. – 11:30 a.m. Affiliate Meetings
9:00 a.m. – 11:30 a.m. Growth, Environmental Planning & Agriculture Committee
11:00 a.m. – 1:30 p.m. Affiliate Meetings
1:30 p.m. – 4:00 p.m. Public Safety Committee
3:00 p.m. – 5:00 p.m. Finance, Transportation & Administration Committee
3:00 p.m. – 5:30 p.m. Health & Human Services Committee
3:00 p.m. – 5:30 p.m. Affiliate Meetings
4:00 p.m. – 5:00 p.m. Legislative Executive Committee Meeting
5:30 p.m. – 6:30 p.m. President’s Reception
6:00 p.m. – 7:00 p.m. Closing Session Breakfast

FRIDAY, DECEMBER 1
8:30 a.m. – 10:30 a.m. Closing Session Breakfast – Action on 2007 FAC Legislative Program
8:30 a.m. – 12:00 p.m. Affiliate Meetings
10:30 a.m. – 1:30 p.m. Walton County Commissioner Exchange Program

CORPORATE PARTNERS
PLATINUM

GOLD

SILVER
2006-2007 FAC Legislative Policy Process

The Florida Association of Counties is called upon to represent county government interests year-round on issues ranging from finance and tax to healthcare to transportation to growth management. The Legislature, the Governor, state agencies and a variety of other interested parties look to FAC for the county perspective on the varied and complex issues of the day.

Determining the consensus position of very diverse Florida counties is truly a challenge. FAC's success in doing so is made possible by the service and commitment of county officials throughout the state who participate in the policy development process. County commissioners and county staff work together through FAC's four standing committees and through the urban and rural caucuses, which prioritize many issues important to all counties.

Participation on these committees is open to all county officials and staff. However, only county commissioners may vote, while county staff serves in an advisory role. The recommendations of the policy committees are forwarded to the full membership for its consideration at the Legislative Conference.

The 2007 FAC Legislative Conference in Walton County is a critical element in FAC's policymaking. All members are urged to join in for the important work ahead.

Hotel Accommodations

All meetings for the FAC 2007 Legislative Conference will be held at the Sandestin Golf and Beach Resort (9300 E. Coast Parkwy, West) in the Baytowne Conference Center at the Grand Sandestin Hotel. Hotel reservations for the Grand Sandestin should be made directly with the resort by calling (800) 320-8115.

FAC has secured a block of rooms at a special conference rate of $119.00 single/double plus applicable taxes for our conference attendees. You must state you are with the Florida Association of Counties and give the group code number 21G8V8 to receive this special conference rate. The official cut-off date for the FAC reduced room rate at the hotel is November 3, 2006. Reservation requests received after this date will be based on availability and prevailing rates.

Walton County Commissioner Exchange Program

Walton County invites all attendees to spend a few hours on Friday morning touring the new Walton County Justice Facility. Scheduled for completion next spring, the $16 million project includes the Sheriff’s administration building and a state-of-the-art jail designed for 324 inmates. Participants will also see the renovated Courthouse and the Walton-Dufuniak library, the oldest public library in the state, the South Walton Government and Education Center that includes South Walton High School, the South Walton Courthouse Annex, Coastal Branch library, and the Health Department's Coastal Facility. If you plan to attend, please RSVP by Wednesday, November 22, to Nichole Pepper at (850) 922-4300 or nppepper@fl-counties.com.
**FAC 2007 LEGISLATIVE CONFERENCE REGISTRATION FORM**

Sandestin Golf and Beach Resort (Walton County)
November 29 - December 1, 2006

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**OPTIONS FOR REGISTRATION:**
- Online: [credit card only] - Please visit our website at [http://www.f-l-counties.com]
- By mail: (check of credit card)
- BY FAX: (credit card only) 850-488-7752

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**FIRST NAME:** ___________________ **LAST NAME:** ___________________

**FIRST NAME/NICKNAME (to appear on name badge):** ____________________

**COUNTY/COMPANY:** ___________________

**TITLE/POSITION:** ___________________

**MAILING ADDRESS:** ___________________

**CITY:** ___________________ **STATE:** ___________________ **ZIP:** __________

**TELEPHONE:** ___________ **FAX:** ___________

**EMAIL:** ___________________

---

**PAYMENT MUST ACCOMPANY ALL REGISTRATIONS TO BE PROCESSED**

**Method of Payment:** □ Check □ VISA □ MasterCard

**Cardholder’s Name:** ___________________ **Signature:** ___________________

**Credit Card #:** ___________________ **Exp. Date:** __/____

---

**REGISTRATION FEE SCHEDULE:**

- **Early Bird:**
  - County Commissioners/County Staff: $250
  - Government Employees (City, State, Federal): $300
  - Private Sector/Business: $350
  - Spouse/Non-Business Guests: $60

- **Registration:**
  - County Commissioners/County Staff: $300
  - Government Employees (City, State, Federal): $350
  - Private Sector/Business: $400
  - Spouse/Non-Business Guests: $75

- **On-Site Fee:**
  - County Commissioners/County Staff: $350
  - Government Employees (City, State, Federal): $400
  - Private Sector/Business: $450
  - Spouse/Non-Business Guests: $90
  - Additional Event Tickets (on site only): $30

---

**PLEASE SEND REGISTRATION FORM AND PAYMENT TO:**

FLORIDA ASSOCIATION OF COUNTIES, P.O. BOX 549, TALLAHASSEE, FLORIDA 32302
PHONE: 850-922-4900 FAX: 850-488-7752 [credit card orders only]

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**CONFERENCE REGISTRATION:**

Refund of conference registration fee, less an administrative fee of $50, will be given, provided written or faxed notice is received by FAC on or before November 22, 2006. No refunds will be given after November 22, 2006. No telephone or verbal cancellations will be accepted.
To: Members of the Board of County Commissioners

Date: October 9, 2006

Subject: Out of County Travel to Attend the 2007 National Conference on Beach Preservation Technology

From: Kimberly E. Massung
Executive Aide to the Commission

The 2007 National Conference on Beach Preservation Technology will be held January 24-26, 2007 at the Bahia Mar Hotel in Fort Lauderdale. Authorization is requested for out of county travel for Commissioners and staff to attend.

Attachments – Registration and Hotel Information

/kim
Registration Information

You may use your computer to print out this Registration Form, then mail or fax your completed Form to:

FSBPA | 2952 Wellington Circle | Tallahassee, Florida 32309
(850) 906-9228 FAX

A $50 processing fee will be assessed for cancellations.
No refunds will be made for cancellations received after January 19.

REGISTRATION FEES:
Early Registration (through December 4) $325
Regular Registration (After December 4) $375
Onsite Registration: $400

We accept Visa, Mastercard, American Express and Discover

Name ____________________________ (please print your name as it should appear on your name badge)

Title ___________________________

Company or Agency ____________________

Address ________________________________

City ___________________ State __ Zip ___

Phone Number ___________ FAX __________

Email ____________________________

Enclosed is a check for $ ______ PO# ___________

Credit Card # ___________ Card Expires _____

Print Name of Card Holder ___________________

Signature ___________________________

http://www.fsbpa.com/semregistration.htm
2007 National Conference on Beach Preservation Technology
January 24-26

Conference Hotel
Bahia Mar Hotel
801 Seabreeze Blvd.
Fort Lauderdale, FL 33316

Reservations:
800-327-8154

Online Hotel Reservations

To ensure that a room is available, reservations should be made by December 22, 2006.

To receive the group rate below, please mention the Florida Shore & Beach Conference Code of FSB0107

Courtyard
single/double: $139

Marina View
single/double: $149

Ocean View
single/double: $169

Ocean Front View
single/double: $169

http://www.fsbpa.com/semhotel.htm
To: Members of the Board of County Commissioners

Date: October 9, 2006

Subject: Out of County Travel to Attend the National Hurricane Conference

From: Kimberly Massung
Executive Aide to the Commission

The 2007 National Hurricane Conference is scheduled to be held on April 2-6, 2007 in New Orleans, LA. Authorization is requested for out of county travel for Commissioners and staff to attend.

Attachment: Registration and Hotel information

/kim

F:\BCC\Agenda Items\2006\A_J\2007 National Hurricane Conference.doc
Mark your calendar for the 2007 National Hurricane Conference
April 2-6
Hilton Riverside
New Orleans, LA

Purpose of the Conference
The primary goal of the National Hurricane Conference is to improve hurricane preparedness, response, recovery and mitigation in order to save lives and property in the United States and the tropical islands of the Caribbean and Pacific. In addition, the conference serves as a national forum for federal, state and local officials to exchange ideas and recommend new policies to improve emergency management. To accomplish these goals, the annual conference emphasizes:

- Lessons learned from hurricane strikes.
- State-of-the-art programs worthy of emulation.
- New ideas being tested or considered.
- Information about new or ongoing assistance programs.
- The ABC’s of hurricane preparedness, response, recovery and mitigation — in recognition of the fact that there is a continual turnover of emergency management leadership and staff.
Conference Headquarters Hotel

Hilton Riverside Hotel
#2 Poydras Street
New Orleans, LA 70140

Reservations:
1-800-445-8667

Conference Group Rate:
$149.00 single/double
$199 single/double -- Executive Level

$30.00 for each additional person over 2

When making your reservations, request the group rate for the National Hurricane Conference.

To ensure availability, reservations should be made by February 27, 2007.

After this date, rooms will be made available at the conference rate on a space available basis.

Cancellations must be received 72 hours prior to arrival.

Check-In Time: 3:00 p.m.
Check-Out Time: 12 noon
Who Should Attend

Conference Sponsors

Professional Development Hours

Registration for the 2007 Conference will be available soon.

Registration fees are:

Early Registration: $300 (through February 2, 2007)
Regular Registration: $350 (after February 2, 2007)
Onsite Registration: $400
INTER-OFFICE MEMORANDUM

To: Members of the Board of County Commissioners

Date: October 13, 2006

Subject: 2006 ELECTION OF AGRICULTURE ADVISORY COMMITTEE VICE CHAIRMAN

From: Kimberly E. Massung
Executive Aide to the Commission

At the October 12, 2006 Agriculture Advisory Committee (AAC) meeting, the members voted to elect William C. Graves, IV as Vice Chairman of the Committee for the remainder of the year 2006. This is to complete the term vacated by Mark Sanchez who resigned May 2, 2006.

No Board action is required.
To: Members of the Board of County Commissioners

Date: October 10, 2006

Subject: Resolution Urging the Florida Legislature to Call a Special Session to Study and Enact Legislation Addressing the Insurance Crisis in Florida

From: Kimberly E. Massung
Executive Aide to the Commission

At the Board meeting on October 3, 2006, the Board directed the County Attorney to prepare a resolution of support urging the Florida Legislature to call a Special Session to study and enact legislation address the insurance crisis in Florida.

The resolution is attached for information only. No Board action is required.

Attachment – Resolution 2006-156

/kim
RESOLUTION NO. 2006-156

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
INDIAN RIVER COUNTY, FLORIDA, URGING THE FLORIDA
LEGISLATURE TO CALL A SPECIAL SESSION TO STUDY AND ENACT
LEGISLATION ADDRESSING THE INSURANCE CRISIS IN FLORIDA.

WHEREAS, as homeowners' insurance policy costs have continued to rise at
crudeous rates; and

WHEREAS, insurance agents who write Citizens Property Insurance Corporation
(Citizens) policies reportedly receive higher commissions; and

WHEREAS, the commission percentage paid on various policies should be adjusted to
reflect a reasonable cost of insurance; and

WHEREAS, residential real estate closings are reportedly being cancelled every day
due to the high cost of insurance, leading to a loss of associated revenue generated by
documentary stamps; and

WHEREAS, the higher commissions would appear to reduce the incentive for an agent
to push for private industry to write homeowners' policies; and

WHEREAS, Citizens' goal of reducing the numbers of policies it writes is seemingly
failing spectacularly; and

WHEREAS, the quality of life of our families and seniors is declining due to costs
associated with higher energy costs; and

WHEREAS, our seniors and families are more subject to foreclosure and may have to
go without insurance and are being driven out of Florida because of the insurance crisis; and

WHEREAS, many families are also dealing with the high costs associated with the
increase in variable interest rate mortgages; and

WHEREAS, the Florida Legislature needs to be proactive by passing the "sinkhole bill"
(concerning insurance coverage and insurance rates) to address the issues we are now facing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF
INDIAN RIVER COUNTY that the Board hereby strongly encourages the Florida Legislature to
call a special session to study and enact legislation addressing the issues we are now facing.

The resolution was moved for adoption by Commissioner Wheeler, and the motion was
seconded by Commissioner Lawther, and, upon being put to a vote, the vote was as follows:
RESOLUTION NO. 2006-156

Chairman Arthur R. Neuberger Aye
Vice Chairman Gary C. Wheeler Aye
Commissioner Wesley S. Davis Aye
Commissioner Thomas S. Lowther Aye
Commissioner Sandra L. Bowden Aye

The Chairman thereupon declared the resolution duly passed and adopted this 3rd day of October, 2006.

Attest: J. K. Barton, Clerk

By ________________
Deputy Clerk

INDIAN RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS

By ________________
Arthur R. Neuberger, Chairman

Approved as to form and legal sufficiency:

By ________________
William G. Collins II, County Attorney
To: Members of the Board of County Commissioners

Date: October 13, 2006

Subject: 2006 ELECTION OF SCHOOL PLANNING CITIZENS OVERSIGHT COMMITTEE CHAIRMAN AND VICE CHAIRMAN

From: Kimberly E. Massung
Executive Aide to the Board

At the October 13, 2006 School Planning Citizens Oversight Committee meeting, the members voted to re-elect Charles Searcy as Chairman and Peter Robinson as Vice Chairman of the School Planning Citizens Oversight Committee for the year 2006.

No Board action is required.
TO: HONORABLE BOARD OF COUNTY COMMISSIONERS

DATE: OCTOBER 5, 2006

SUBJECT: APPROVAL OF WARRANTS - SEPTEMBER 29 - OCTOBER 5, 2006

FROM: DIANE BERNARDO, FINANCE DIRECTOR

In compliance with Chapter 136.06, Florida Statutes, all warrants issued by the Board of County Commissioners are to be recorded in the Board minutes.

Approval is requested for the attached list of warrants, issued by the Clerk to the Board, for the time period of September 29, 2006 to October 5, 2006.

Attachment:

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Grand Total: 2,940,006.40
TO: HONORABLE BOARD OF COUNTY COMMISSIONERS
DATE: OCTOBER 12, 2006
SUBJECT: APPROVAL OF WARRANTS - OCTOBER 6 - 12, 2006
FROM: DIANE BERNARDO, FINANCE DIRECTOR

In compliance with Chapter 136.06, Florida Statutes, all warrants issued by the Board of County Commissioners are to be recorded in the Board minutes.

Approval is requested for the attached list of warrants, issued by the Clerk to the Board, for the time period of October 6 to October 12, 2006.

Attachment:

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Grand Total: 4,929,995.97
MEMORANDUM

TO: Joseph A. Baird; County Administrator

FROM: Brian Freeman, AICP; Senior Planner, Current Development

DATE: October 17, 2006

SUBJECT: Prime Homes at Portofino Village Commercial, Ltd.'s Request for Abandonment of a Portion of 94th Court (Formerly Known as 133rd Avenue) North of State Road 60

It is requested that the data herein presented be given formal consideration by the Board of County Commissioners at its regular meeting of October 24, 2006.

DESCRIPTION & CONDITIONS

Prime Homes at Portofino Village Commercial, Ltd. has submitted a petition to abandon a portion of 94th Court (formerly known as 133rd Avenue) lying north of SR 60. The right-of-way is a "paper street" and is located between Block A and Block H of Vero Tropical Gardens Unit 1. The subject right-of-way is rectangular in shape, measuring approximately 70 feet by 140 feet.

The applicant is requesting that this segment of right-of-way be abandoned to enlarge the buildable area of the adjacent commercial lots in Vero Tropical Gardens subdivision. The applicant owns the lots on both sides of the right-of-way abandonment area and is obtaining site plan approval to construct a commercial office building. If abandoned, the right-of-way area will be added to this property. The requested abandonment is needed to accommodate the proposed office facility.

The Board is now to consider the abandonment request.

ANALYSIS

The subject 94th Court right-of-way portion was created via the Vero Tropical Gardens subdivision plat, which was recorded in 1957. Since the plat was recorded, however, the right-of-way has never
been developed as a street, and is presently cleared and grassed. This right-of-way segment is a “dead end” segment of 94th Court because the Board of County Commissioners abandoned the right-of-way portion immediately south of the subject abandonment area in 1974.

This prior right-of-way abandonment eliminated the short segment of 94th Court right-of-way located between the subject right-of-way abandonment area and SR 60. Due to 94th Court’s close proximity to the SR 60 and Interstate 95 interchange, no connection by 94th Court to SR 60 is desired. Because this right-of-way portion dead ends into the site of the applicant’s proposed office facility and because no future extension of 94th Court will occur, staff does not anticipate that this right-of-way will ever be used as a through street. In addition, the applicant owns all of the lots that front the right-of-way abandonment area.

Per guidelines established by the Board of County Commissioners, this petition was reviewed by all county divisions and utility providers having jurisdiction or potential interests within the right-of-way. All reviewing agencies and departments have recommended approval of the requested abandonment. The subject right-of-way is not part of the roadway system as noted on the County Thoroughfare Plan, and is not needed for the thoroughfare system. Furthermore, the abandonment will not affect the right of convenient access to surrounding properties. Also, the County Attorney’s Office has reviewed and approved the attached abandonment resolution for legal form and sufficiency.

RECOMMENDATION

Based on the analysis, staff recommends that the Board of County Commissioners abandon its rights to the subject right-of-way and authorize the chairman to execute the attached abandonment resolution.

ATTACHMENTS

1. Application
2. Location Map
3. Resolution

APPROVED AGENDA ITEM:

FOR: 
BY: 
Indian River Co. Approved Date
Admin. 8.6.06 
Legal 10.17.06
Budget 10.17.06
Dept. 
Risk Mgr.
TO: Indian River County Board of County Commissioners 1848 25th Street Vero Beach, Florida 32960 772-567-8000

PRIME HOMES AT PORTOFINO
VILLAGE COMMERCIAL, LTD. hereby petition the Indian River County Board of County Commissioners, to vacate a part of 94th Avenue, a.k.a. 94th Court, known as 133rd Avenue, described as:

A portion of 133rd Avenue (94th Court) located in a portion of Vero Tropical Gardens Sub. Unit 1, starting at 2045 94th Court and terminating at 2060 94th Court, lying adjacent to (or in) Block A, H, Lot 45, Section 93, Township 35, Range 36, as recorded in Plat Book 4, Page 75, Public Records of Indian River County, Florida.

The reason for this request is: Petitioner has purchased lots 45, 46, 47, 48 to include in site plan abandonment of this road will create contiguous land between lots 45 with lots 44, 45, 46, 47, 48, Plat is recorded. Proposed use is a commercial (should include intended use of property) PRIME HOMES AT PORTOFINO VILLAGE COMMERCIAL, LTD.

BY PORTOFINO VILLAGE BUILDERS, INC. GENERAL PARTNER

Type or Print Petitioner Name: Linda Socolow
Address: 3117 3rd Avenue Vero Beach, Florida 32960
Telephone: 772-702-3734

Property owners abutting the portion of the road requested to be vacated: (if any)

Name: Address:

Please submit to the Indian River County Community Development Department with required fee (payable to Indian River County Board of County Commissioners), with a copy of appropriate plat, tax or description map. Submit this form to:

INDIAN RIVER COUNTY COMMUNITY DEVELOPMENT DIVISION 1848 25TH STREET VERO BEACH, FLORIDA 32960

NOTICE

Prior to formally applying for a right-of-way abandonment request, planning staff strongly encourages you to contact the planning division, public works department, and the utility services department to ascertain any preliminary staff objections or comments regarding your proposed request. Such preliminary contacts with staff may save you time and money.
RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, PROVIDING FOR THE CLOSING, ABANDONMENT, VACATION, AND DISCONTINUANCE OF A PORTION OF 94TH COURT (FORMERLY KNOWN AS 133RD AVENUE) LYING NORTH OF STATE ROAD 60 IN VERO TROPICAL GARDENS UNIT 1, SAID LAND LYING IN INDIAN RIVER COUNTY, FLORIDA.

WHEREAS, on August 5, 2005, Indian River County received a duly executed and documented petition from Prime Homes at Portofino Village Commercial, Ltd., requesting that the County close, vacate, abandon, discontinue, renounce and disclaim any right, title and interest of the County and the public in and to a portion of 94th Court (formerly known as 133rd Avenue) lying north of State Road 60 as shown on the plat of Vero Tropical Gardens Unit 1 subdivision and recorded in Plat 4, Page 75 of Indian River County, Florida, said lands now lying and being in Indian River County, Florida; and

WHEREAS, in accordance with Florida Statutes 336.10, notice of a public hearing to consider said petition was duly published; and

WHEREAS, after consideration of the petition, supporting documents, staff investigation and report, and testimony of all those interested and present, the board finds that the subject right-of-way is not a state or federal highway, not located within any municipality, nor is said right-of-way necessary for continuity of the County's street and thoroughfare network, nor access to any given private property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that:

1. All right, title and interest of the County and the public in and to that certain right-of-way more particularly described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LOT 14, BLOCK A, OF VERO TROPICAL GARDENS SUBDIVISION, UNIT 1, ACCORDING TO THE PLAT THEREOF FILED IN PLAT BOOK 4, PAGE 75, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, THENCE RUN S.0°29'58" W. ALONG THE WEST LINE OF LOTS 14 AND 15, BLOCK A, A DISTANCE OF 140.00' TO THE S.W. CORNER OF LOT 15, BLOCK A, SAID POINT BEING A POINT ON THE NORTH LINE OF A VACATED RIGHT-OF-WAY (RESOLUTION #7490, DATED 12-4-74); THENCE N.89°22'00" W. ALONG SAID NORTH LINE A DISTANCE OF 70.00' TO THE S.E. CORNER OF LOT 4, BLOCK H; THENCE N.0°29'58" E. ALONG THE EAST LINE OF LOTS 4 AND 5, BLOCK H, A DISTANCE OF 140.00' TO THE N.E. CORNER OF LOT 5, BLOCK H; THENCE RUN S.89°22'00" E. A DISTANCE OF 70.00' TO THE POINT OF BEGINNING.

is hereby forever closed, abandoned, and vacated. (See Exhibit "A", attached.)

2. The closing, vacation, and abandonment of this public right-of-way is in the best interests of the public.
RESOLUTION 2006-____

3. Notice of the adopting of this resolution shall be forthwith published once within thirty (30) days from the date of adoption hereof, and

4. The Clerk is hereby directed to record this resolution together with the proofs of publication required by Florida Statutes 336.10 in the Official Record Books of Indian River County without undue delay.

5. The right-of-way shall revert to the adjacent property on the east and west sides of the right-of-way.

The foregoing resolution was offered by Commissioner __________ who moved its adoption. The motion was seconded by Commissioner __________, and upon being put to a vote, the vote was as follows:

Chairman Arthur R. Neuberger
Vice Chairman Gary C. Wheeler
Commissioner Sandra L. Bowden
Commissioner Wesley S. Davis
Commissioner Thomas S. Lowther

The Chairman thereupon declared the resolution duly passed and adopted this __ day of __________, 2006.

ATTEST: Jeffrey K. Barton
County of Indian River

BY: __________________________
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: __________________________
Arthur R. Neuberger, Chairman
Board of County Commissioners

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in this State and County to take acknowledgments, personally appeared __________, and as Chairman of the Board of County Commissioners and Deputy Clerk, respectively, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of __________, A.D., 2006.

________________________
Notary Public
RESOLUTION 2006-____

APPROVED AS TO LEGAL SUFFICIENCY

BY:  
William G. Collins, County Attorney

APPROVED AS TO PLANNING MATTERS

BY:  
Robert M. Keating, AICP, Director  
Community Development Department
DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF LOT 14, BLOCK A, OF VERO TROPICAL GARDENS SUBDIVISION, UNIT 1, ACCORDING TO THE PLAT THEREOF FILED IN PLAT BOOK 4, PAGE 75, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, THENCE RUN S.0'29'58"W. ALONG THE WEST LINE OF LOTS 14 AND 15, BLOCK "A" A DISTANCE OF 140.00' TO THE S.W. CORNER OF LOT 15, BLOCK "A". SAID POINT BEING A POINT ON THE NORTH LINE OF A VACATED R/W (RESOLUTION # 7690, DATED 12-4-74); THEN NC.89'22'00"W. ALONG SAID NORTH LINE A DISTANCE OF 70.00' TO THE S.E. CORNER OF LOT 4, BLOCK "H"; THEN NC.0'29'58"E. ALONG THE EAST LINE OF LOTS 4 AND 5, BLOCK "H" A DISTANCE OF 140.00' TO THE N.E. CORNER OF LOT 5, BLOCK "H"; THEN CT RUN S.89'22'30"E. A DISTANCE OF 70.00' TO THE POINT OF BEGINNING.

I HEREBY CERTIFY THAT THIS DESCRIPTION AND ACCOMPANYING SKETCH COMPLY WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 616.7, ADOPTED BY THE BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES 472.027.

DATE: 12-16-95

MICHAEL T. OWEN, P.S.W. 00296

SKETCH OF DESCRIPTION
OF ABANDONMENT OF 133rd AVENUE RIGHT OF WAY

CONSULTING ENGINEERS
& LAND SURVEYORS

CULPEPPER & TERPENING, INC.
2882 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34949
(772) 464-2032
TO: Joseph A. Baird  
County Administrator

DEPARTMENT HEAD CONCURRENCE:

Robert M. Keating, AICP  
Community Development Director

THROUGH: Stan Boling, AICP  
Planning Director

FROM: John W. McCoy, AICP  
Senior Planner, Current Development

DATE: October 17, 2006

SUBJECT: WCI Communities, Inc.'s Request to Abandon two segments of 46th Avenue (Sunrise Street) between US Highway 1 and CR510 in Wabasso (ROW-05-11-10/99070005-49681)

It is requested that the data herein presented be given formal consideration by the Board of County Commissioners at its regular meeting of October 24, 2006.

DESCRIPTION AND CONDITIONS:

On June 21, 2005, the Board of County Commissioners entered into an agreement with WCI Communities, Inc. to “trade” right-of-way and accommodate improvements to the US Highway 1/CR510 intersection and nearby area. WCI is the developer of Bristol Bay, a project located on the south side of CR510, east of US Highway 1.

As structured, the agreement obligates the county to process and consider abandonment applications for the referenced right-of-way segments and obligates the developer to dedicate/donate right-of-way for widening CR510 if the abandonments are approved. Consistent with the agreement, the County Public Works Department has submitted a petition on behalf of WCI Communities to abandon several segments of right-of-way north and south of CR510 in Wabasso.

Based on the progress of the Bristol Bay project, public works staff has chosen to proceed at this time with an application to abandon two segments of 46th Avenue right-of-way located on the south side of CR510.
There are two 46th Avenue segments that are the subject of this abandonment action. The northern segment runs south from CR510 to Orange Street. This segment is split length-wise (east/west) with the west side measuring approximately 25' wide by 431' long, and the east side measuring approximately 20' wide by 480' long. The western 25' wide portion is a platted right-of-way. The eastern 20' wide portion is a maintenance map right-of-way. The southern segment of 46th Avenue right-of-way under consideration runs north from US Highway 1 to 84th Street and measures approximately 35' wide by 280' long.

The County Public Works Department is requesting that both 46th Avenue segments be abandoned as provided for in the CR510 right-of-way acquisition agreement between Indian River County and WCI Communities, Inc. The Board is now to consider the request to abandon both segments.

ANALYSIS:

The subject right-of-way segments were created via the Weona Park Subdivision, the Graves Addition to Wabasso Subdivision and the 46th Avenue maintenance map, which were recorded in 1925, 1935 and 1995, respectively. The northern segment of right-of-way contains a single lane unimproved dirt road which connects 85th Street to CR510. In addition, this segment of right-of-way contains a ditch which provides a drainage outfall for the area south of CR510. The other right-of-way segment is a paper street which can be used for utility purposes. County Planning, County Engineering and Utility providers have no objection to the request, subject to the county retaining a drainage and utility easement over the entire right-of-way segment. For that reason, the proposed resolution abandons the subject rights-of-way, but expressly reserves a drainage and utility easement over the entire right-of-way segments.

One area property owner, Bill Miller, has expressed some concern over the proposed abandonment of the northern segment of 46th Avenue. Mr. Miller owns multi-family zoned property at the northwest corner of 85th Street and 46th Avenue and is concerned that the proposed abandonment may restrict access from his property to CR510. Mr. Miller's property, however, has access from 85th Street, and that access will not be affected by the proposed abandonment. In regard to access to CR510 from the area of Mr. Miller's property, the Bristol Bay project will provide a new, alternative access.

As part of the Bristol Bay site plan, owners of property between US Highway 1 and Bristol Bay will have access to CR510 through roads within Bristol Bay that will be open to the public. Essentially, the Bristol Bay development will create a public street connecting 82nd Street, US Highway 1 and CR510, and Mr. Miller's property will have access to this new road system. Because the proposed Bristol Bay project entrance intersection with CR510 will likely be signalized, this new road will provide the safest, most convenient access to CR510 in the area.

Currently, 46th Avenue intersects CR510 at an acute angle, and this creates traffic configuration problems. For that reason, Traffic Engineering is in favor of the proposed abandonment and the resulting elimination of the "bad intersection" of 46th Avenue and CR510. In essence, this bad intersection will be replaced with the previously described access through Bristol Bay to a signalized intersection on CR510.

Per guidelines established by the Board of County Commissioners, this petition was reviewed by all county divisions and utility providers having jurisdiction or potential interests within the rights-of-way. All reviewing agencies and departments have agreed to the requested abandonment with the
acknowledgement that a drainage and utility easement will be provided. The subject right-of-way segments are not part of the roadway system as noted on the County Thoroughfare Plan, and are not needed for the thoroughfare system.

RECOMMENDATION:

Based on the analysis, staff recommends that the Board of County Commissioners abandon its rights to the subject rights-of-way and authorize the chairman to execute the attached abandonment resolution, with the following condition:

1. That a drainage and utility easement be retained over the entire area of both segments of 46th Avenue right-of-way.

ATTACHMENTS:

1. Application
2. Location Map
3. Sample of Developers Agreement from BCC minutes 6-15-05
4. Resolution
TO: Indian River County Board of County Commissioners  
1840 35th Street 
Vero Beach, Florida 32966  
772-795-4050  
Indian River County  
Capital Projects Dept.  
hereby petition the Indian River County Board  
of County Commissioners, to vacate a portion of 46th Avenue (Sunrise Avenue)  
and a portion of Park Street, described as:  
(describe street, alley, road, easement, etc.)  
A portion of,  

Please submit to the Indian River County Board of County Commissioners, with required fee (payable to Indian River County Board of County Commissioners), with a copy of appropriate plot tax or description map. Submit this form to:  

ATTACHMENT 339
ADDENDUM NO. 8 – MASTELLER & MOLER, INC.

(PROJECT NO. 9611)

(CLerk'S NOTE: See Also Item 9.A.1.)

Community Development Director Jim Davis explained the project is for redesigning and moving CR 512 to the south. Once Masteller and Moler, Inc. is finished with the design the County can start taking bids on the work.

ON MOTION by Vice Chairman Neuberger,
SECONDED by Commissioner Bowden, the Board unanimously approved Addendum No. 8 for a lump sum cost of $194,745.00, as recommended in the memorandum of May 17, 2005.

ADDENDUM IS ON FILE
IN THE OFFICE OF THE CLERK TO THE BOARD

(CLERK'S NOTE: The Chairman called a short recess at 10:19 a.m. and the meeting was reconvened at 10:27 a.m. with all members present.)


ON MOTION by Vice Chairman Neuberger,
SECONDED by Commissioner Davis, the Board
unanimously approved the agreement and authorized the Chairman to execute, as recommended in the memorandum of June 15, 2005.

DEVELOPERS AGREEMENT IS ON FILE
IN THE OFFICE OF THE CLERK TO THE BOARD

11.J.1. MADERA ISLES AND ECHO LAKES SUBDIVISION - DEVELOPERS AGREEMENT - VERO ENTERPRISES LLC - CONNECTING TO THE COUNTY WATER SYSTEM LOCATED AT THE INTERSECTION OF 13TH STREET SW AND 43RD AVENUE

ON MOTION by Commissioner Davis, SECONDED by Vice Chairman Neuberger, the Board unanimously approved the Developers Agreement and authorized the utilities department to recover capacity charges and line extension fees from future development, and authorized the Chairman to execute the agreement, as recommended in the memorandum of May 31, 2005.

AGREEMENT IS ON FILE
IN THE OFFICE OF THE CLERK TO THE BOARD

11.J.2. 20" DIAMETER MASTER PLANNED FORCE MAIN - CONTINUING CONSULTING SERVICES WORK ORDER NO. 10 - KIMLEY HORN AND ASSOCIATES, INC. - DESIGN AND
AGREEMENT
BETWEEN
INDIAN RIVER COUNTY, FLORIDA,
ORCHID LANDING, L.L.C
AND
WCI COMMUNITIES, INC.
RELATING TO
CR 510 WIDENING AND CR 510/US 1
INTERSECTION IMPROVEMENTS

THIS AGREEMENT, entered into this ___ day of _____ __, 2005,
by and between INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the
State of Florida, 1840 25th Street, Vero Beach, Florida 32960, hereafter called
COUNTY, WCI COMMUNITIES, INC., 11631 Kow Gardens Avenue, Suite 201,
Palm Beach Gardens, Florida 33410, hereafter called DEVELOPER and ORCHID
LANDING L.L.C., 699 17th Street, Suite "C", Vero Beach, Florida 32960, hereinafter
called OWNER;

WHEREAS, the DEVELOPER and OWNER have submitted a conceptual site
plan and traffic impact analysis to the COUNTY for a residential mixed-use community
known as Orchid Landing on a 117 acre parcel of land (located north and south of CR
510) legally described in Exhibit "A" (the "Property"); and

WHEREAS, the DEVELOPER and OWNER propose to construct approximately
512 residential units and approximately 130,000 S.F. of commercial or a mix of
residential/commercial uses on the Property, ("the Project"); and

6/15/2005 - 9:57 AM
WHEREAS, the Project is located along the east side of U.S. Highway One, north
and south of County Road 510 in Indian River County and known as Project Number SP-
MA-04-06-25, and;

WHEREAS, the COUNTY, DEVELOPER and OWNER share mutual concerns
with respect to right-of-way dedication and roadway improvements necessary at the
intersection of County Road 510 and U.S. Highway One and the expansion of County
Road 510 by adding two lanes from 85th Place to west of the Wabasso Bridge in order to
accommodate current and projected traffic volumes, and;

WHEREAS, DEVELOPER and OWNER agree that the addition of the two
additional lanes on County Road 510 fronting their property and improvements to the
US1/CR 510 intersection are required by their development and as such, it is not eligible
for traffic impact fees; and

WHEREAS, the parties agree that this agreement is contingent upon
DEVELOPER receiving final site plan approval and if final site plan approval is not
obtained, this agreement shall become null and void; and

WHEREAS, both the COUNTY and DEVELOPER can assist each other through
a joint effort that will share the cost of the proposed improvements.

NOW, THEREFORE, in consideration of the mutual terms, conditions,
promises, covenants and premises hereafter, the COUNTY, DEVELOPER and OWNER
agree as follows:

1. The above recitals are affirmed as being true and correct and are thereby
incorporated herein.
2. The COUNTY agrees to design and construct the following roadway and intersection improvements:

A. Expansion of the existing two lane road to add two additional lanes (for a four lane divided section) on County Road 510, between the FEC Railroad and the Wabasso Bridge, a distance of approximately 3,000 linear feet, including transitions, project site-related turn lanes, and signalization at the CR 510/Orchid Landing entrance (if warranted and approved by the Florida DOT since CR 510 has recently been transferred to the State of Florida). Said improvement shall include the construction of dual left turn lanes, two through lanes and a right turn lane on all four approaches to the CR 510/US 1 intersection, including necessary transitions to the portions of the existing CR 510 roadway and signalization for the CR 510/US 1 intersection. All of the foregoing items are collectively known as the "Road Improvements". The estimated cost of the above improvements, based on an estimate from Kimley-Horn & Associates and approved by COUNTY, is Three Million Nine Hundred Seventy Nine Thousand Eight Hundred Fifty Nine Dollars ($3,979,859.00). When construction drawings are 60% complete, a copy will be made available to the DEVELOPER for design of water, sewer and applicable project utilities. The project will be designed by McMahon and Associates, Inc., Engineer for the County.

B. COUNTY shall be responsible for all costs associated with obtaining the right-of-way for the Road Improvements. DEVELOPER and OWNER shall use their best efforts to assist the COUNTY in the right-of-way acquisition, including stormwater

6/15/2005 - 9:57 AM
ponds, necessary for the construction of the Road Improvements. All right-of-way shall be acquired in conformance with the Uniform Act.

C. DEVELOPER and OWNER further agree to make available, by voluntary donation or by compensation under the Uniform Act, to COUNTY forty feet (40') of right-of-way, or the maximum right-of-way needed to accommodate the road construction project based on the selected alignment of the alternative, as proposed by the Stanley Consultants PD&E Study (and approved by FDOT) currently being drafted, on the north and south sides of County Road 510, within DEVELOPER'S and OWNER'S property. As consideration for DEVELOPER'S AND OWNER'S Right-of-Way efforts, COUNTY agrees to process an application to vacate/abandon portions of 46th Avenue (Sunrise Avenue), and 86th Street as shown on Exhibit "B". COUNTY shall initiate abandonment procedures within 45 days of COUNTY approval of this Agreement. If the abandonment is approved, the DEVELOPER and OWNER will voluntarily donate the CR 510 right-of-way under their ownership and control. If the abandonment is not approved, the COUNTY will acquire the right-of-way, using procedures under the Uniform Act, and compensate the DEVELOPER and OWNER accordingly at appraised value. DEVELOPER and OWNER agree to execute all documents regarding right-of-way acquisition to be in conformance with the Uniform Act.

3. The DEVELOPER shall pay to COUNTY an amount not to exceed One Million Four Hundred Seventy One Thousand Seventeen Dollars ($1,473,299.73) which represents DEVELOPER'S proportionate share of the road improvement costs further described in Exhibit "C." This amount includes DEVELOPER paying for 100% of any
site-related turn lanes and signalization for DEVELOPER'S Project. Said DEVELOPER payment of $1,473,299.73 by cashier's check or wire transfer shall be due COUNTY prior to the issuance of a Land Development Permit for DEVELOPER'S project.

4. COUNTY shall be responsible for the balance of the Road Improvement costs not covered by Section 3 above.

5. Approval of this Agreement, together with the payment of all other required COUNTY adopted impact fees, shall satisfy concurrency for the Orchid Landing project as it relates to the widening of the County Road 510 link between US 1 and west of the Wabasso Bridge and the US 1 / CR 510 intersection as further described in this Agreement. The DEVELOPER acknowledges and agrees that the aforementioned concurrency satisfaction is only effective to the extent that other development projects in the County do not cause a road capacity deficiency or other roadway links or intersections in the area prior to the payment of the required Impact Fees.

6. Aside from the duties and obligations contained in this Agreement, the DEVELOPER and OWNER shall have no further obligation with respect to the CR 510 / US 1 intersection improvements and CR 510 road widening east of US 1.

7. In the event of any litigation arising out of this Agreement, both parties shall bear their own attorney fees and costs.

8. No amendment, modification, change, or alteration of this Agreement shall be valid or binding unless accomplished in writing and executed by all of the parties hereto.
9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

10. This Agreement contains the entire agreement and understanding between the parties. No representation, statement, recital, undertaking, or promise not specifically set forth herein shall be binding on any party hereto.

11. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Florida. Venue hereunder shall lie in Indian River County, Florida.

12. This Agreement shall be deemed prepared jointly by each of the parties hereto and shall be construed on parity as between the parties. There shall be no canon of construction for or against any party by reason of the physical preparation of this Agreement.

13. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural; and the masculine, feminine, and neuter genders shall each include the others.

14. COUNTY and DEVELOPER shall grant such further assurances, provide such additional documents as may be required by one another from time to time, and cooperate fully with one another in order to carry out the terms and conditions hereof and comply with the express intention of this Agreement.

15. Failure to insist upon strict compliance with any of the terms, covenants or conditions herein shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or
times be deemed a waiver or relinquishment of such right or power at any other time or

16. All words, terms, and conditions contained herein are to be read in concert, each with the other, and a provision contained under one paragraph may be considered to be equally applicable under another in the interpretation of this Agreement.

17. The words herein and hereof and words of similar import, without reference to any particular section or subdivision of this Agreement, refer to this Agreement as a whole rather than to any particular section or subdivision hereof.

18. In the event any term, condition or clause of this Agreement is declared to be illegal or unenforceable by a court of competent jurisdiction, such declaration of illegality or unenforceability shall not affect or alter the legality or enforceability of any remaining term, condition, or clause hereof, provided of the parties, as set forth in this Agreement.

19. The Exhibits attached to this agreement are incorporated by reference herein.

(The remainder of this page left blank intentionally.)
IN WITNESS WHEREOF the COUNTY, OWNER and DEVELOPER have caused these presents to be executed in their names, the day and year first above written.

WCI COMMUNITIES, INC., (Developer)

By: ____________________________

Its ____________________________

WITNESS: ______________________

WITNESS: _______________________

CORPORATE SEAL is acceptable in place of witnesses)

ORCHID LANDING, L.L.C., (Owner)

By: ____________________________

Its ____________________________

WITNESS: ______________________

WITNESS: _______________________

CORPORATE SEAL is acceptable in place of witnesses)

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: ____________________________

Thomas S. Lowther, Chairman.

BCC APPROVED:

APPROVED:

Joseph A. Baird, County Administrator

ATTTEST:

Jeffrey K. Barton, Clerk of Court

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

RETURNED TO:

County Attorney

6/15/2005 - 9:57 AM
RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, PROVIDING FOR THE CLOSING, ABANDONMENT, VACATION AND DISCONTINUANCE OF A PORTION OF 46TH AVENUE (SUNRISE STREET) BETWEEN ORANGE STREET AND CR510 AND A PORTION OF 46TH AVENUE (SUNRISE STREET) BETWEEN US HIGHWAY 1 AND 84TH STREET AS SHOWN ON PLATS OF WEONA PARK, GRAVES ADDITION TO WABASSO, AND MAINTENANCE MAP OF 46TH AVENUE, RESERVING A DRAINAGE AND UTILITY EASEMENT OVER THE ENTIRE RIGHT-OF-WAY, SAID LAND LYING IN INDIAN RIVER COUNTY, FLORIDA.

WHEREAS, on August 5, 2005, Indian River County received a duly executed and documented petition from Indian River County Capital Projects, requesting that the County close, vacate, abandon, discontinue, renounce and disclaim any right, title and interest of the County and the public in and to a portion of 46th Avenue (Sunrise Street) between Orange Street and CR510 and a portion of 46th Avenue (Sunrise Street) between US Highway 1 and 84th Street as shown on plat of Weona Park and Maintenance Map of 46th Avenue of Weona Park, Plat Book 2, Page 17, Graves addition to to Wabasso, Plat Book 2, Page 41 and Maintenance Map of Sunrise Street (46th Avenue), Plat Book 14, Page 46 of Indian River County, Florida, said lands now lying and being in Indian River County, Florida; and

WHEREAS, in accordance with Florida Statutes 336.10, notice of a public hearing to consider said petition was duly published; and

WHEREAS, after consideration of the petition, supporting documents, staff investigation and report, and testimony of all those interested and present, the board finds that the subject right-of-way is not a state or federal highway, nor located within any municipality, nor is said right-of-way necessary for continuity of the County's street and thoroughfare network, nor access to any given private property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA that:

1. All right, title and interest of the County and the public in and to those certain rights-of-way more particularly described as follows:

A) THAT PORTION OF 46TH AVENUE F/K/A SUNRISE STREET (PLATTED 25' RIGHT-OF-WAY) LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF ORANGE STREET AND SOUTH OF THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 510. ALSO INCLUDING THE EAST 30 FEET OF ORANGE STREET (25' RIGHT-OF-WAY). SAID SUNRISE STREET AND ORANGE STREET AS SHOWN ON THE PLAT OF WEONA PARK AS RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA. NOW LYING IN INDIAN RIVER COUNTY, FLORIDA. CONTAINING 11,838 SQUARE FEET, OR 0.27 ACRES, MORE OR LESS.

TOGETHER WITH
THE ENTIRE MAINTENANCE RIGHT-OF-WAY AS RECORDED IN THE PLAT "MAINTENANCE MAP OF SUNRISE STREET (46th AVENUE) FROM 85th STREET TO COUNTY ROAD 510" RECORDED IN PLAT BOOK 14, PAGE 46 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, BOUNDED ON THE NORTH BY THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 510, AND BOUNDED ON THE SOUTH BY THE EASTERN PROJECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF 85th STREET F/K/A 4th STREET S., ACCORDING TO THE PLAT OF GRAVES ADDITION TO WABASSO RECORDED IN PLAT BOOK 2, PAGE 41 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, NOW LYING IN INDIAN RIVER COUNTY, FLORIDA, CONTAINING 14,385.09 SQUARE FEET, MORE OR LESS, OR 0.33 ACRES.

B) THAT PORTION OF SUNRISE STREET (35' RIGHT-OF-WAY) LYING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF 84th STREET F/K/A 6th STREET S. AND NORTH OF THE PROPOSED EASTERN RIGHT-OF-WAY LINE OF US HIGHWAY 1. SAID SUNRISE STREET AS SHOWN ON THE PLAT OF GRAVES ADDITION TO WABASSO AS RECORDED IN PLAT BOOK 2, PAGE 41 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA. NOW LYING IN INDIAN RIVER COUNTY, FLORIDA. CONTAINING 9,999.33 SQUARE FEET, MORE OR LESS, OR 0.23 ACRES.

Lying in Indian River County, Florida.

is hereby forever closed, abandoned, and vacated, except that a drainage and utility easement is expressly reserved for drainage and utility purposes, over the entire right-of-way. (see Exhibits "A" and "B" attached)

2. The closing, vacation, abandonment, of this public right-of-way is in the best interests of the public.

3. Notice of the adopting of this resolution shall be forthwith published once within thirty (30) days from the date of adoption hereof; and

4. The Clerk is hereby directed to record this resolution together with the proofs of publication required by Florida Statutes 336.10 in the Official Record Books of Indian River County without undue delay.

5. The rights-of-way A shall revert evenly to the adjacent property on either side of the right-of-way. Right-of-way B shall revert to the platted property to the west.

The foregoing resolution was offered by Commissioner ____________ who moved its adoption. The motion was seconded by Commissioner ________________, and upon being put to a vote, the vote was as follows:
RESOLUTION 2006-

Chairman Arthur R. Neuberger
Vice Chairman Gary Wheeler
Commissioner Sandra L. Bowden
Commissioner Wesley S. Davis
Commissioner Thomas S. Lowther

The Chairman thereupon declared the resolution duly passed and adopted this ___ day of ___, 2006.

ATTEST:
Jeffrey K. Barton
County of Indian River

BY:
Deputy Clerk

I HEREBY CERTIFY that on this day, before me, and officer duly authorized in this State and County to take acknowledgments, personally appeared _______, and _______ as Chairman of the Board of County Commissioners and Deputy Clerk, respectively, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of ___, 2006.

Notary Public

APPROVED AS TO LEGAL SUFFICIENCY

By: William G. Collins, County Attorney

APPROVED AS TO PLANNING MATTERS

By: Robert M. Keating, AICP, Director
Community Development Division

ATTACHMENT 4
NOTES
1. This sketch and description is not valid without the signature and the original raised seal of the Florida registered Surveyor and Mapper named herein.
2. This sketch and description meets or exceeds all applicable requirements of the Minimum Technical Standards as established in Chapter 61G17-6, Florida Administrative Code.
3. This sketch and description and adjoining parcels may be subject to covenants, restrictions, reservations, or right-of-ways not shown and may be found in the Public Records.
4. This sketch and description does not represent a field survey. Existing property conditions or features are not shown.

CERTIFICATION
Surveyor and Mapper in responsible charge

David M. Silon, P.S.M.
Florida Registration No. 15-6133
Indian River County Surveyor

ABANDONMENT LEGAL DESCRIPTION

That portion of 46th Avenue, formerly known as Sunrise Street, (plotted 25' right-of-way), lying North of the South right-of-way line of Orange Street and South of the proposed Sunrise right-of-way line of County Road 516, plus the East 30 feet of Orange Street (25' right-of-way), said Sunrise Street and Orange Street as shown on the plat of Weona Park as recorded in Plat Book 7, Page 17 of the Public Records of Indian River County, Florida.

NOW LYING IN INDIAN RIVER COUNTY, FLORIDA.

CONTAINING 11,185.58 SQUARE FEET, OR 0.27 ACRES, MORE OR LESS.

REMARKS

Additional Abandonment by

PREPARED FOR INDIAN RIVER COUNTY ENGINEERING DEPARTMENT

LEGENO & ABBREVIATIONS

P.B. = Plat Book
PG. = Page
R/W = Right-of-Way
C.R.B. = Official Record Book

THIS IS NOT A BOUNDARY SURVEY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SKETCH AND DESCRIPTION OF ABANDONMENT OF A PORTION OF SUNRISE STREET (46TH AVENUE)
NOTES
1. This sketch and description is not valid without the signature and the original raised seal of the Florida registered Surveyor and Mapper named herein.
2. This sketch and description meets or exceeds all applicable requirements of the Minimum Technical Standards as established in Chapter 61G17-6, Florida Administrative Code.
3. This sketch and description and adjoining parcels may be subject to easements, restrictions, reservations, or rights-of-ways not shown and may be found in the Public Records.
4. This sketch and description does not represent a field survey. Existing property conditions or features are not shown.

ABANDONMENT LEGAL DESCRIPTION
The entire maintenance right-of-way as recorded in the plat "Maintenance Map of Sunrise Street (46th Avenue) From 85th Street to County Road 510" recorded in Plat Book 14, Page 46 of the Public Records of Indian River County, Florida, bounded as the North by the Proposed Southerly right-of-way line of County Road 510, and bounded on the South by the easterly projection of the South right-of-way line of 85th Street, formerly known as 4th Street S., (60' platted right-of-way), according to the plat of Graves Addition to Wabasso recorded in Plat Book 2, Page 41 of the Public Records of Indian River County, Florida.
Now lying in Indian River County, Florida.
Containing 14,385.09 square feet, more or less, or 0.33 acres.

LEGEND & ABBREVIATIONS
P.B. = Plat Book
Pg. = Page
R/W = Right-of-Way
O.R.B. = Official Record Book

THIS IS NOT A BOUNDARY SURVEY
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PREPARED FOR INDIAN RIVER COUNTY ENGINEERING DEPARTMENT

CERTIFICATION
Surveyor and Mapper in responsible charge
Michael O'Brien P.S.M.
Florida Registration No. 6118
Indian River County Surveyor

CONTRIBUTOR:
B. ROACH
TOWNSHIP 31S
SECTION 28
RANGE 39E

SKETCH AND DESCRIPTION OF
ABANDONMENT OF A PORTION
OF SUNRISE STREET (46TH AVENUE)
ABANDONMENT LEGAL DESCRIPTION

That portion of 46th Avenue, formerly known as Sunrise Street (35' right-of-way), lying South of the South right-of-way line of 84th Street, formerly known as 6th Street S., and North of the proposed Eastery right-of-way line of U.S. Highway 1. Said Sunrise Street as shown on the plat of Graves Addition to Wabasso as recorded in Plat Book 2, Page 41 of the Public Records of Indian River County, Florida.

Now lying in Indian River County, Florida.

Containing 9,999.33 square feet, more or less, or 0.23 acres.

LEGEND & ABBREVIATIONS

P.B. = Plat Book
PG. = Page
R/W = Right of Way
O.R.B. = Official Record Book

THIS IS NOT A BOUNDARY SURVEY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PREPARED FOR INDIAN RIVER COUNTY ENGINEERING DEPARTMENT

CERTIFICATION

Surveyor and Mapper in responsible charge

Michael O'Brien P.S.M.
Florida Registration No. LS 6118
Indian River County Surveyor

ABANDONMENT OF A PORTION OF

B40TH STREET (6TH STREET S.) (35' R/W)

LOT

HUNTER, WILLIAM

LOT 1

31-39-33

00001-0050--..--00001.0

10-13

GRAVES ADDITION TO WARASSO

PLAT BOOK 2, PAGE 41

BLOCK 5

PROPOSED R/W LINE

EXISTING R/W LINE

1" IN FEET

1 inch = 60 ft.

GRAPHIC SCALE

60 30 60 20

INCHES

IN FEET

0 13 0 0

10-10
TO: Joseph A. Baird, County Administrator

FROM: Rachel Clyne, Planner, Long-Range Planning

DATE: October 9, 2006

RE: IHP's request to rezone 3.52 acres from CG to OCR (RZON 99070005-55885)

It is requested that the following information be given formal consideration by the Board of County Commissions at its regular meeting of October 24, 2006.

DESCRIPTION AND CONDITIONS

This request by IHP Investment Fund III, L.P. is to rezone ±3.52 acres from CG, General Commercial District, to OCR, Office, Commercial, Residential District. Depicted in the figure below, the subject property is located south of CR 510 and approximately 272 feet east of 46th Avenue. The purpose of this request is to secure the zoning necessary to develop the site with uses allowed in the OCR zoning district.

On September 28, 2006, the Planning and Zoning Commission voted 5-0 to recommend that the Board of County Commissioners rezone the property as requested.

Existing Land Use Pattern

This area of the County is a mixture of commercial and residential zoning districts. Zoned CG, the subject property is cleared, is under construction, and is a portion of a larger parent parcel, which is part of the Bristol Bay project. On March 23, 2006, the Planning and Zoning Commission approved the Bristol Bay site plan. That plan provides for a small number of residential units to be located in the CG zoned portion of the property (Attachment 3). Since residential units are allowed only as accessory uses in the CG zoning district, staff informed the Bristol Bay applicant at the time of site plan approval that a rezoning of the subject property...
The subject property (and its parent parcel) and the land to the west and south of the subject property are designated C/I, Commercial/Industrial, on the County's Future Land Use Map. The C/I designation permits commercial and industrial development. Land to the east is designated M-1, Medium-Density Residential-1. The M-1 designation permits residential uses with densities up to 8 units per acre. Land to the north, across CR 510, is designated I-2, Low-
Density Residential-2 on the County’s Future Land Use Map. The L-2 designation permits residential uses with densities up to 6 units per acre.

Environment

Being an abandoned citrus grove, the subject property is an altered site. The Comprehensive Plan does not designate the subject property as environmentally important or environmentally sensitive. According to Flood Insurance Rating Maps, the property lies in Flood Zone AE.

Utilities and Services

The site is within the Urban Service Area of the County. Wastewater service is available to the site from the North Regional Wastewater Facility, while potable water service is available to the site from the North County Reverse Osmosis Plant.
Transportation System

The property's north boundary abuts County Road 510, which is classified as an Urban Principal Collector on the Future Roadway Thoroughfare Plan Map. This segment of County Road 510 is a 2-lane paved road with approximately 80 feet of existing public road right-of-way. According to the County's Comprehensive Plan, the needed improvements for this segment include: adding 2 lanes and increasing the right-of-way to 162 feet.

Zoning District Differences

In terms of permitted uses, there are both similarities and differences between the existing CG district and the proposed OCR district. As a transitional type of zoning district allowing residential development and restricted commercial and office development, the OCR district is designed to act as a buffer between residential and commercial uses. While the OCR district prohibits most retail, service, and other intense commercial uses, the CG district allows most general commercial activities, but it does not allow single-family, duplex, or stand-alone multi-family developments. The differences between the zoning districts are best illustrated by their respective purpose statements. These purpose statements, found in the County's Land Development Regulations (LDR), are as follows:

CG: General Commercial District: The CG, General Commercial, district is intended to provide areas for the development of general retail sales and selected service activities. The CG district is not intended to provide for heavy commercial activities, such as commercial service uses, heavy repair services, nor industrial uses.

OCR: Office, Commercial, Residential District: The OCR, Office, Commercial, Residential, district is intended to provide areas for the development of restricted office, commercial, and residential activities in a manner which will be compatible with surrounding neighborhoods. The OCR district is further intended to provide land use controls for ensuring the separation of potentially incompatible activities, such as intense commercial uses, from established residential areas.

ANALYSIS

In this section, an analysis of the reasonableness of the rezoning request will be presented. Specifically, this section will include:

- The request's impact on public facilities,
- The request's consistency with the County's comprehensive plan,
- The request's compatibility with the surrounding area; and
- The request's potential impact on environmental quality.

Concurrency of Public Facilities

This site is located within the County's urban service area, an area deemed suited for urban scale development. The Comprehensive Plan establishes standards for: Transportation, Potable Water,
Wastewater, Solid Waste, Stormwater Management, and Recreation. The adequate provision of these services is necessary to ensure the continued quality of life enjoyed by the community. The Comprehensive Plan and Land Development Regulations also require the review of new development to ensure the maintenance of the minimum acceptable standards for these services and facilities.

Policy 3.2 of the Future Land Use Element states that no development shall be approved unless it is consistent with the concurrency management system component of the Capital Improvements Element. For rezoning requests, conditional concurrency review is required.

Conditional concurrency review examines the available capacity of each facility with respect to a proposed project. Since rezoning requests are not projects, County regulations require concurrency review to be determined by the most intense use of the subject property based upon the requested zoning. For commercial rezoning requests, the most intense use (according to the County’s LDR) is general commercial with 10,000 square feet of gross floor area per acre. The site information used for the concurrency analysis is as follows:

1. Size of Area to be Rezoned: ±3.52 acres
2. Existing Zoning Districts: CG, General Commercial District
3. Proposed Zoning District: OCR, Office, Commercial, Residential District
4. Most Intense Use of Subject Property Under Existing Zoning District: 35,200 sq. ft. of Retail Commercial
5. Most Intense Use of Subject Property Under Proposed Zoning District: 35,200 sq. ft. of Retail Commercial

As per section 910.07(2)(e) of the Concurrency Management Chapter of the County’s Land Development Regulations, projects which do not increase density or intensity of use are exempt from concurrency requirements. This rezoning request is exempt from concurrency review because the requested zoning would not increase the use intensity of the site.

When new development is proposed for the subject property, a detailed concurrency analysis will be conducted during the development review process.

Consistency with Comprehensive Plan

Rezoning requests are reviewed for consistency with all applicable policies of the Comprehensive Plan. Rezoning requests must show consistency with the overall designation of land uses as depicted on the Future Land Use Map, which includes agricultural, residential, recreational, conservation, commercial, and industrial land uses and their densities.

The goals, objectives, and policies are the most important parts of the Comprehensive Plan. Policies are statements in the Comprehensive Plan that identify actions that the County will take
in order to direct the community's development. As courses of action committed to by the County, policies provide the basis for all county land development related decisions. While all comprehensive plan objectives and policies are important, some have more applicability than others in reviewing rezoning requests. Of particular applicability for this request are the following policies:

**Future Land Use Element Policies 1.15 and 1.16**

Future Land Use Element Policy 1.15 states that all commercial/industrial uses must be located within the County's urban service area. Future Land Use Element Policy 1.16 states that the commercial land use designation is intended for uses such as retail and wholesale trade, offices, business and personal services, residential treatment centers, limited residential uses, and other similar uses.

Since the subject property is located within a commercial/industrial node within the County's urban service area, and the requested OCR district allows for uses permitted within the commercial/industrial land use designation, the request is consistent with Future Land Use Element Policies 1.15 and 1.16.

**Summary of Consistency with the Comprehensive Plan**

While the referenced policies are particularly applicable to this request, other Comprehensive Plan policies and objectives also have relevance. For that reason, staff evaluated the subject request for consistency with all applicable plan policies and objectives. Based upon that analysis, staff determined that the request is consistent with the Comprehensive Plan.

**Compatibility with the Surrounding Area**

Staff's position is that both the existing zoning district and requested zoning district are appropriate for the site. Since the subject property is located in the northern section of Bristol Bay, a major site plan that includes a mixture of multi-family and commercial uses, the rezoning will complement already approved development in the area. Therefore, development under the requested zoning district will be compatible with surrounding land uses.

Because the proposed OCR district is less intense than the existing CG district, this is a downzoning. Consequently, the rezoning can be expected to produce fewer impacts, and development under the requested zoning district will be more compatible with the proposed residential uses to the east and north than the existing CG district. Since OCR is a commercial zoning district, rezoning the subject site to OCR will cause no incompatibilities with commercially zoned properties to the west and south.

For those reasons, staff feels that development of the subject property under the proposed zoning district will be compatible with surrounding areas.
Potential Impact on Environmental Quality

The environmental impacts are the same for the CG and the OCR zoning districts. Since there are no wetlands or environmentally sensitive features on this site, no adverse environmental impacts associated with this request are anticipated.

CONCLUSION

Based on the analysis, staff has determined that the requested zoning district is compatible with the surrounding area, consistent with the goals, objectives, and policies of the Comprehensive Plan, and meets all applicable concurrency criteria. For these reasons, staff supports the request.

RECOMMENDATION

Based on the analysis conducted, the Planning and Zoning Commission and staff recommend that the Board of County Commissioners approve this request to rezone the subject property from CG to OCR.

ATTACHMENTS

1. Summary Page
2. Rezoning Application
3. Bristol Bay Site Plan
4. Unapproved Minutes from the September 28, 2006 Planning and Zoning Commission meeting
5. Rezoning Ordinance

Approved Agenda Item:

By: [Signature]
Date: October 24, 2006
GENERAL
Applicant: IHP Investment Fund III, L.P.
Location: South of CR 510 and approximately 272 feet east of 46th Avenue.
Acreage: 3.52
Land Use Designation: C/I, Commercial/Industrial
Existing Zoning: CG, General Commercial District
Requested Zoning: OCR, Office, Commercial, Residential District
Existing Land Use: Undeveloped

ADJACENT LAND
North, East: Zoned RM-6, Multi-Family Residential District (up to 6 units/acre)
South: Zoned CG, General Commercial District
West: Zoned CG, General Commercial District

INFRASTRUCTURE
Wastewater service is available from North Regional Wastewater Treatment Facility, and potable water service is available from the North County Reverse Osmosis Plant; access from County Road 510.

ENVIRONMENTAL CONSTRAINTS
None; Flood Zone AE

PUBLIC NOTIFICATION
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<th>Planning and Zoning Commission</th>
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<tr>
<td>Staff Contact</td>
<td>Rachel Clyne</td>
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<tr>
<td>Date Advertised</td>
<td>Sept. 13, 2006</td>
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<td>Of Surrounding Property Owner</td>
<td>31</td>
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STAFF RECOMMENDATION
Staff supports the request

Attachment 1
APPLICATION FORM
REZONING REQUEST (RZON)
INDIAN RIVER COUNTY

Each application must be complete when submitted and must include all required attachments. An incomplete application will not be processed and will be returned to the applicant.

Assigned Project Number: RZON - 99070005-55885

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<th>Name:</th>
<th>Current Owner</th>
<th>Applicant (Contract Purchaser)</th>
<th>Agent</th>
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<tr>
<td>John Carter</td>
<td></td>
<td></td>
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| Complete Mailing Address: | | | |
|--------------------------|---------------|---------------|
| 5400 LBJ Freeway Suite 1640 | 11631 New Gardens Ave | |
| Harris TX 77240 | Palm Beach Gardens, FL | |

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<tr>
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<td>(478) 450-0425</td>
<td>(561) 775-2120</td>
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<td>(561) 775-1040</td>
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<tr>
<td>Kathy Russell</td>
<td>Scott Thoerst</td>
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Signature of Owner or Agent: [Signature]

Property Information

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ATTACHMENT 2
PLANNING AND ZONING COMMISSION

There was a meeting of the Indian River County (IRC) Planning and Zoning Commission (P&Z) on Thursday, September 28, 2006, at 7:00 p.m. in the Commission Chambers of the County Administration Building, 1840 25th Street, Vero Beach, Florida.

Present were members: Chairman Donna Keys, District 1 Appointee; Richard Cahoy, District 2 Appointee; Craig Fletcher, District 3 Appointee; George Gross and George Hamner, Members-at-Large; and Ann Reuter, non-voting School Board Liaison.

Absent were members: Scott Chisholm, District 4 Appointee; and George Christopher, District 5 Appointee (both excused).

Also present were IRC staff: Will Collins, County Attorney; Chris Mora, Assistant Public Works Director; Stan Boling, Planning Director; Gale Carmoney, and Brian Freeman, Senior Planners; Rachel Clyne, Planner, Long Range Planning; and Victoria Phillips, Staff Assistant IV. Others present: Joseph Paladin, Growth Awareness Committee; David Phillips, Culpepper and Terpening, Inc.; and David Knight, Knight, McGuire & Associates.

Call to Order and Pledge of Allegiance

Chairman Keys called the meeting to order and Mr. Hamner led all in the Pledge of Allegiance.

Approval of Minutes

Chairman Keys asked to make one change on page 16, so that it reads "Chairman Keys agreed with Mr. Swanson and felt the P&Z needed to do something to stop "staff slamming".

ON MOTION BY Mr. Hamner, SECONDED BY Mr. Cahoy, the members voted unanimously (5-0) to approve the September 14, 2006 meeting minutes as amended.
ITEM NOT ON CONSENT

Chairman Keys read the following into the record:

A. **Verandah at Vero:** Request for major site plan and preliminary plan/plat approval for a 70 unit multi-family residential development to be known as Verandah at Vero. Vero First Developers, Inc., Owner. Culpepper and Terpening, Inc., Agent. Located on the south side of State Road 60 (S.R. 60) across from the Indian River Mall. Zoning Classification: Multiple-Family Residential (up to 6 units/acre) (RM-6). Land Use Designation: Medium Density, Residential (up to 8 units/acre) (M-1). Density: 5.96 units/acre. (SP-MA-05-08-36/SD-05-08-42/2004080220) [Quasi-Judicial]

Mr. Brian Freeman, IRC Senior Planner, reviewed the information included in his memorandum, a copy of which is on file in the Commission Office. He said there would be a total of 70 residential units, each sold as fee simple residences to future owners with an entrance to S.R. 60, aligning with the western entrance into the mall on S.R. 60. Mr. Freeman summarized at the project entrance, the applicant designed a roundabout to facilitate future share access with the Indian River Community College (IRCC) property.

Mr. Freeman distributed the correction to page 5 entitled Recommendations, a copy of which is on file in the County Commission Office.

Mr. Fletcher asked if consideration had been given to allow local buses to make turns. Mr. Freeman informed him the roundabout had been designed in such a way so that it would be able to accommodate a bus making a full turn in the roundabout.

Mr. Gross asked for an explanation of the Trip Generation formula which appeared on Attachment 3, Item 3.

Mr. Chris Mora, IRC Assistant Public Works Director, advised the formula to calculate it was used out of the Trip Generation Manual. He indicated he would have to let the applicant review it since he prepared it; however, it added up to 45 peak hour trips.
A brief discussion followed, and Mr. Gross came to the conclusion even though the 45 peak hour trips was arrived at, the formula as written was invalid.

Mr. Freeman explained each unit would have a one car garage and a two car driveway. He noted part of the end unit was a double car width driveway at the southern end of the unit, approximately 25 feet south of the north edge of the building.

Mr. Cahoy remarked there had been no mention about how maintenance and replacement of shrubbery would be handled. Mr. Freeman informed him interior landscaping was completed as each building was constructed and Certificates of Occupancy (COs) issued. He indicated the County required that not only the landscaping be in place when a development was first built, but it had to be maintained in good condition.

Mr. Stan Boling, IRC Planning Director, explained Code Enforcement officers were the ones who went out at the time of CO inspections, and were familiar with the project. He added nine or ten months after a project received a CO, another inspection was done to see how the landscaping held up, because a lot of the landscaping was guaranteed for 12 months. He added thereafter, there were perpetual maintenance obligations required by Code Enforcement.

Mr. Cahoy said he was particularly concerned about the landscaped buffers on S.R. 60 and part of the property on the east side belonged to IRCC; therefore, since it would be more of a commercial development in time, he wondered why there was no privacy wall on the east side adjoining the IRCC property.

Mr. Freeman pointed out there was going to be a six foot tall opaque feature around the entire perimeter of the project, a combination berm and hedge along the north and east boundaries, and a six foot solid wall along the western and southern boundaries. Mr. Freeman mentioned if Mr. Cahoy's concerns involved security issues, it was the developers' choice as to the type of buffers they preferred; however, there will be a chain link fence at the S.R. 60 corridor located in the eastern boundary within the buffer, installed behind the landscaping.
David Phillips, Culpepper and Terpening, Inc., mentioned they started working on the project 1 ½ years ago and initially, the plan had been a lot different than what had been presented today which involved preservation of the trees outside and relocating some of the trees in order to keep the native vegetation. He related it had also been decided to shift all the buildings from the eastern side towards the western side and moving all the lakes towards the east side to buffer multifamily with residential use.

Mr. Phillips mentioned the developer they had been working with preferred using landscaping as a buffer along the entire perimeter; however, because there was a constriction of 400 feet in width, they were forced to put in the concrete wall along the western and southern property lines.

Mr. Phillips continued a bus shelter had been provided in the central portion of the development, with a roundabout for the children waiting to be picked up by school buses and people who utilized Community Coach facilities.

Mr. Hamner asked at what point in time would traffic require a right acceleration lane. Mr. Mora informed him there was a good possibility if IRCC made the connection at some point, it would be their responsibility, but it would not take place with the volumes presently in existence.

William G. Collins II, IRC County Attorney, reported George Christopher had contacted him to convey his concerns about the project, particularly the fact that S.R. 60 was over capacity at this point, and mentioned the corrected page 3 which addressed that issue.

Attorney Collins explained about a month ago, the County decided to look into advance funding of a segment of S.R. 60, and believed last month the MPO voted not to recommend advance funding, and it was going back to the Board of County Commissioners (BCC) on October 3, 2006 for final action. He believed Mr. Christopher felt putting this development approval ahead of the decisions of S.R. 60 and the Proportionate Share Agreement was "putting the cart ahead of the horse" because IRC's concurrency management system talked about the S.R. 60 segment being the subject of a Proportionate Share Agreement at the time a Development Order was issued.
Attorney Collins indicated Mr. Christopher was of the opinion the BCC should decide about S.R. 60 first, and if it was appropriate, to enter into a Proportionate Share Agreement with the developer, and then come back to P&Z for approval. Attorney Collins said after speaking to Mr. Boling, he believed paragraph 16 of the Staff Report, pointed out it was a conditional concurrency at this stage, and there would still be a final concurrency prior to the issuance of building permits.

Mr. Hamner said even if it was approved, it was still conditional. Attorney Collins indicated Mr. Christopher was nevertheless of the opinion the BCC should decide about the Proportionate Share Agreement and then approve the development. He commented the condition would be to attempt to insure it would not get a site plan released or allowed to start development until the agreement was in place, and because it was a state road, it would need concurrency from the Florida Department of Transportation.

A lengthy discussion followed regarding Proportionate Share Agreements, including examples given by Mr. Mora, on file in the County Commission Office.

ON MOTION BY Mr. Fletcher, SECONDED BY Mr. Hamner, the members voted unanimously (5-0) to approve the request for major site plan and preliminary plan/plat approval with the amended page and requirements.

PUBLIC HEARING

A. IHP Investment Fund: Request to change the zoning for ±3.52 acres located south of County Road (C.R. 510) and approximately 272 feet east of 46th Avenue, from CG, General Commercial district to OCR, Office, Commercial, Residential district. IHP Investment Fund III LP, Owner. WCI Communities, Inc., Agent. (REZONE / 99070005-55885) [Quasi-Judicial]

Rachel Clyne, IRC Planner, Long Range Planning, reviewed the information included in her memorandum, a copy of which is on file in the Commission Office.
Chairman Keys opened the public hearing at 7:55 p.m.

Mr. David Knight, Knight, McGuire & Associates, representing WCI, the Agent for IHP, offered to answer any questions.

Since no one cared to speak on this item, the public hearing was closed at 7:58 p.m.

ON MOTION BY Hamner, SECONDED BY Mr. Fletcher, the members voted unanimously (5-0) to approve the request to change the zoning for ±3.52 acres located south of CR 510 and approximately 272 feet east of 46th Avenue, from CG, General Commercial district to OCR, Office, Commercial, Residential district.

COMMISSIONERS MATTERS

Mr. Fletcher mentioned he had received five e-mails on the issue of a beach permit issue on Shell Lane in SummerPlace.

Mr. Boling informed him one of the problems which had been brought to staff's attention was, the survey the building permit had been based on showed the property boundary going east in the SummerPlace plat. He indicated the plat itself did not clearly depict the east boundary going to the mean high water line insofar as dimensions, and some interpretation was needed.

Mr. Boling continued the sealed surveys for properties in this area, including the subject property at 800 Shell Lane on the survey, showed the property going to the mean high water line beyond the dimensions shown on the plat; therefore, when the neighbors' concerns were brought to staff's attention, staff got together with the tax surveyor and asked for his opinion. He noted the County's setbacks would still be met if the property line did not go to the mean high water line, and went to the platted dimension parcel.

Mr. Fletcher emphasized the drainage problem into the beach area where the turtle nesting took place presented a real problem for him. Mr.
Boling informed him it was a state issue and the local Health Department addressed that, and he informed him there was also a seawall.

Mr. Hamner brought up in other areas of the country, the community protected their vistas by prohibiting buildings along highways within certain distances off the roads where mountains would not be blocked because they were considered a very important part of their community lifestyle. Mr. Hamner thought since IRC had been looking into environmentally sensitive property, the Land Acquisition Advisory Committee might want to also focus on vistas.

Chairman Keys questioned the wording on the Agricultural Planned Development changes and wondered if P&Z would get to see the phrasing. Mr. Boling informed her it was going to be taken to the BCC on October 24, 2006.

Chairman Keys mentioned there had been some discussion about having a meeting with the County’s outside counsel John Shubin, and Attorney Collins about some legal issues before receiving some final wording. Attorney Collins informed her he had spoken with Attorney Shubin in the past few weeks, and explained the issue had come up almost a year ago when the Phase II preliminary plat for Waterway Village had come in. He said the question had been if they vested for purposes of concurrency thru a Development of Regional Impact (DRI) Development Order identifying improvements it would have to be supplemented by the Developers’ Agreement committing them to make those improvements.

Attorney Collins said there was a point of view there should be a concurrency test each time a phase of the project came in for a preliminary plat review, and he believed Joseph A. Baird, County Administrator, said to get an outside opinion before going forward on to the next phase, which was going to be in the next month or so, which he thought was a decision the BCC needed to make. He mentioned within the next month he and Attorney Shubin would speak to the BCC and ask them to give some direction on the issue before the next phase of Waterway Village came in for approval.

A discussion ensued about DRIs and vesting.
Mr. Joseph Paladin, Growth Awareness Committee, mentioned the only way where a problem could be presented and lawsuits brought forward and become harder to defend was if the County changed pending Ordinance 910. He continued a lawsuit could be brought against the County if the following situations took place:

- Someone vested and the concurrency was taken away
- If someone could have vested at an earlier date when there was concurrency and the County kept them from vesting
- Changing the wording in the Ordinance.

PLANNING MATTERS

Mr. Boling remarked at the BCC meeting of September 19, 2006, the January Comprehensive Plan Amendments were approved and the rezoning from General Commercial (GC) to Commercial Recreational Vehicle Park (CRVP) by C.R. 512 and Interstate 95 were also approved. He said he had announced he would be coming before P&Z on October 12, 2006 with Chapter 910 Land Development Regulation changes, but the date had to be changed to October 26, 2006.

Mr. Boling stated what had been done in the past several years was to have one P&Z meeting in November and December given that the fourth Thursday fell during Christmas and Thanksgiving. He said if no one objected, he would like to schedule the meeting for the second Thursday in November 9, 2006, and the second Thursday in December to be held on December 14, 2006. The P&Z members present were in agreement with those dates.

ATTORNEY'S MATTERS

None
ADJOURNMENT

The meeting adjourned at 8:20 p.m.

_________________________________________  __________________________
Donna Keys, Chairman                    Date

_________________________________________  __________________________
Victoria Phillips, Staff Assistant IV     Date
AN ORDINANCE OF INDIAN RIVER COUNTY, FLORIDA, AMENDING THE ZONING ORDNANCE AND THE ACCOMPANYING ZONING MAP FOR 3.52 ACRES LOCATED SOUTH OF CR 510 AND APPROXIMATELY 272 FEET EAST OF 46TH AVENUE, FROM CG, GENERAL COMMERCIAL DISTRICT TO OCR, OFFICE, COMMERCIAL, RESIDENTIAL DISTRICT; AND PROVIDING CODIFICATION, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission, sitting as the local planning agency on such matters, held a public hearing and subsequently made a recommendation regarding this rezoning request; and

WHEREAS, the Board of County Commissioners of Indian River County, Florida, did publish and send its Notice of Intent to rezone the hereinafter described property; and

WHEREAS, the Board of County Commissioners has determined that this rezoning is in conformance with the Comprehensive Plan of Indian River County; and

WHEREAS, the Board of County Commissioners held a public hearing pursuant to this rezoning request, at which parties in interest and citizens were heard;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Indian River County, Florida, that the zoning of the following described property situated in Indian River County, Florida, to-wit:

A PORTION OF LAND IN SECTION 28, TOWNSHIP 31, TOWNSHIP 39 EAST, INDIAN RIVER COUNTY, FLORIDA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SUNRISE AVENUE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WABASSO ROAD; THENCE RUN N00°10'52"W ALONG THE EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF SUNRISE AVENUE A DISTANCE OF 56.28 FEET TO INTERSECT WITH THE CENTERLINE OF WABASSO ROAD, THE CENTERLINE OF A 100-FOOT WIDE RIGHT-OF-WAY; THENCE RUN N45°09'39"E ALONG THE AFORESAID CENTERLINE OF WABASSO ROAD A DISTANCE OF 271.72 FEET TO A
ORDINANCE NO. 2006-____

POINT ON A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 2864.79 FEET THRU A CENTRAL ANGLE OF 02°25’30” AND RUN AN ARC DISTANCE OF 121.25 FEET TO THE POINT OF BEGINNING. THENCE FROM THE POINT OF BEGINNING CONTINUE ALONG THE AFORESAID CENTERLINE OF WABASSO ROAD ON A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 2864.79 FEET THRU A CENTRAL ANGLE OF 08°33’30” AND RUN AN ARC DISTANCE OF 427.92 FEET; THENCE RUN S00°54’58”E AND LEAVING THE CENTERLINE OF WABASSO ROAD A DISTANCE OF 587.74 FEET; THENCE RUN S05°58’43”E A DISTANCE OF 495.91 FEET; THENCE RUN N22°30’48”W A DISTANCE OF 344.26 FEET TO A POINT OF CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 959.00 FEET THRU A CENTRAL ANGLE OF 05°20’53” AN RUN AN ARC DISTANCE OF 89.52 FEET; THENCE RUN N13°35’20”W A DISTANCE OF 94.05 FEET; THENCE RUN N17°28’05”W A DISTANCE OF 70.97 FEET TO A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 349.00 FEET THRU A CENTRAL ANGLE OF 25°13’02” AND RUN AN ARC DISTANCE OF 153.60 FEET; THENCE RUN N42°41’07”W A DISTANCE OF 169.08 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3.52 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

is changed From CG, General Commercial District To OCR, Office, Commercial, Residential District.

All with the meaning and intent as set forth and described in said Land Development Regulations.

This ordinance shall become effective upon filing with the Department of State.

Approved and adopted by the Board of County Commissioners of Indian River County, Florida, on this 24th day of October 2006.

This ordinance was advertised in the Press-Journal on the ____ day of October 2006, for a public hearing to be held on the 24th day of October 2006, at which time it was moved for adoption by Commissioner ________________, seconded by Commissioner _______________, and adopted by the following vote:

Arthur R. Neuberger, Chairman
Gary C. Wheeler, Vice Chairman
Wesley S. Davis, Commissioner
Thomas S. Lowther, Commissioner
Sandra L. Bowden, Commissioner

Page 2 of 3
ORDINANCE NO. 2006-_____

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY

BY: _____________________________
    Arthur R. Neuberger, Chairman

ATTEST BY: ___________________
    Jeffrey K. Barton, Clerk

This ordinance was filed with the Department of State on the following date: ______________.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

__________________________
William G. Collins II, County Attorney

APPROVED AS TO PLANNING MATTERS

__________________________
Robert M. Keating, AICP, Community Development Director
TO: Joseph A. Baird, County Administrator

DEPARTMENT HEAD CONCURRENCE

Robert M. Keating, AICP, Community Development Director

THROUGH: Susan Rohani, AICP; Chief, Long-Range Planning

FROM: Gale Carmoney; Senior Planner, Long-Range Planning

DATE: October 10, 2006

RE: Double R&D Inc.'s Request to Amend The Comprehensive Plan to Redesignate ±40.23 Acres From R to L-1, And to Rezone Those ±40.23 Acres From A-1 to RS-3 (LUDA 2005010298-52327; REZON 2005010298-52328)

It is requested that the following information be given formal consideration by the Board of County Commissioners at its regular meeting of October 24, 2006.

DESCRIPTION AND CONDITIONS

This is a request by Double R&D Inc. to change the land use designation for ±40.23 acres from R, Rural Residential (up to 1 unit/acre), to L-1, Low Density Residential-I (up to 3 units/acre), and to rezone those ±40.23 acres from A-1, Agricultural-I District (up to 1 unit/5 acres), to RS-3, Single Family Residential District-I (up to 3 units/acre). Depicted in the figure below, the subject property is located west of 86th Avenue and south of the City of Sebastian. The purpose of this comprehensive plan land use amendment is to provide the land use designation and zoning necessary to develop the property with residential units at a density that is consistent with the land use plan densities of adjacent properties.

On September 14, 2006, the Planning and Zoning Commission voted 5 to 0 to recommend that the Board of County Commissioners transmit this request to the state Department of Community Affairs for review.
Comprehensive Plan Amendment and Rezoning Review Procedures

Although the number of plan amendments that a local government may consider is not limited, the frequency with which local governments may amend their comprehensive plans is regulated by state law. According to Florida Statutes, plan amendments are limited to twice per calendar year. For that reason, the county accepts general plan amendment applications only during the “window” months of January and July. In this case, the subject application was submitted during the July 2006 window.

The procedures for reviewing comprehensive plan amendments involve several steps. First, the Planning and Zoning Commission, as the Local Planning Agency, conducts a public hearing to review the request. The Commission has the option to recommend approval or denial of the Comprehensive Plan amendment request to the Board of County Commissioners. If the amendment request is to change a land use designation on the Comprehensive Plan’s Future Land Use Map (FLUM), the Planning and Zoning Commission may also recommend approval of or deny any associated rezoning request. If the rezoning request is denied, only the land use amendment request is forwarded to the Board, unless the denial to rezone is appealed.

Following Planning and Zoning Commission action, the Board of County Commissioners conducts two public hearings. The first of those hearings is for a preliminary decision on the amendment request. At that hearing, the Board determines whether or not the amendment warrants transmittal to the state Department of Community Affairs (DCA) for further consideration. In the case of a FLUM amendment, a Board of County Commissioners decision not to transmit the land use amendment to DCA constitutes denial of both the land use amendment and rezoning requests.

If the Comprehensive Plan amendment is transmitted, DCA conducts a review, which includes soliciting comments from the Treasure Coast Regional Planning Council, several state agencies, and neighboring local governments. After its review, DCA compiles its comments in an Objections, Recommendations, and Comments (ORC) Report, and transmits that report to the county. Subsequent to staff addressing any issues that were raised in the ORC Report, the second and final Board of County Commissioners public hearing is conducted. At that time, the Board takes final action to approve or deny the land use amendment and any rezoning requests associated with the land use amendment. If the Board approves the request, the approved amendment is submitted to DCA for a compliance determination. The effective adoption date is when the amendment is found “in compliance” by DCA.

This public hearing is the second step in the Comprehensive Plan amendment process. At this time, the Board of County Commissioners must decide whether or not to transmit this request to DCA for review.

Existing Land Use Pattern

The subject property and the property to the east are zoned A-1 and contain citrus groves. Land to the south and southeast of the subject property is zoned RS-3, Single Family Residential District (up to 3 units/acre). The land directly to the south is the site of Bluewater Bay PD, a 379 unit planned
Zoning of Subject Property and Surrounding Properties

Future Land Use Pattern

The subject property and the property to the east are designated R, Rural Residential, on the county's future land use map. The R designation permits residential development with densities up to 1 unit/acre. Land to the south and southeast of the subject property is designated L-1, Low Density Residential I, on the county's future land use map. This designation permits residential development with densities up to 3 units/acre.

The properties that are west and north of the subject property are in the City of Sebastian and are designated LDR, Low Density Residential, on the City's future land use map. The LDR designation permits residential uses with densities up to 5 units/acre.
Environment

The subject property is currently a citrus grove. According to Flood Insurance Rating Maps, the site is not within a flood hazard area. Aerial photos indicate that there are nominal native upland plant communities existing on the site. A remnant tributary to the St. Sebastian River exists on the property. Over time, this tributary has been modified into a drainage ditch associated with the grove. This drainage area may include wetland features.

Although the subject property is not adjacent to the South Prong of the St. Sebastian River, the property is included with land identified on the conceptual map of the St. Sebastian River Greenway. The Board formally adopted this conceptual greenway plan on March 14, 2006.

Utilities and Services

The site is within the urban service area of the county. Wastewater service is available to the site from the North County Regional Wastewater Treatment Plant, while potable water service is available to the site from the North County Reverse Osmosis Plant.
Transportation System

Eighty-sixth Avenue borders the east side of the subject property. This segment of 86th Avenue is an unpaved local road that dead-ends at the northeast corner of the subject property. Currently, the county is working with developers to create a system of paved public roads in this area that will connect with C.R. 510 at two locations. One roadway to be improved is the southern segment of 86th Avenue, from the southeast corner of the subject property south to 85th Street/C.R. 510. The other major roadway improvement project is the construction of 89th Street from 86th Avenue west to 90th Avenue/C.R. 510.

ANALYSIS

In this section, an analysis of the reasonableness of the application will be presented. This section will include the following:

- An analysis of the proposed amendment's impact on public facilities;
- An analysis of the proposed amendment's compatibility with surrounding areas;
- An analysis of the proposed amendment's consistency with the comprehensive plan; and
- An analysis of the proposed amendment's potential impact on environmental quality.

Concurrency of Public Facilities

This site is located within the County Urban Service Area (USA), an area deemed suited for urban scale development. The Comprehensive Plan establishes standards for: Transportation, Potable Water, Wastewater, Solid Waste, Drainage and Recreation (Future Land Use Policy 3.1). The adequate provision of these services is necessary to ensure the continued quality of life enjoyed by the community. To ensure that the minimum acceptable standards for these services and facilities are maintained, the comprehensive plan requires that new development be reviewed. For land use designation amendment requests, this review is undertaken as part of the conditional concurrency determination application process.

As per section 910.07 of the County's Land Development Regulations (LDRs), conditional concurrency review examines the available capacity of each facility with respect to a proposed project. Since land use amendment requests are not projects, county regulations call for the concurrency review to be based upon the most intense use of the subject property based upon the requested land use designation. For this request, the most intense use (according to the County's LDRs) is the maximum number of residential units that could be built on the site, given the size of the property and the maximum density under the proposed land use designation amendment. The site information used for the concurrency analysis is as follows:

1. Size of Area to be Redesignated: ±40.23 acres

2. Existing Land Use Designation: AG-1, Agricultural-1 (up to 1 unit/5 acres)
3. Most Intense Use with Existing Land Use Designation: 8 units

4. Proposed Land Use Designation: L-1, Low Density Residential-I (up to 3 units/acre)

5. Proposed Zoning District: RS-3, Single Family Residential District (up to 3 units/acre)

6. Most Intense Use with Proposed Zoning District: 120 Single Family Residential Units

Transportation

As part of the concurrency review process, the applicant submitted a Traffic Impact Analysis (TIA). A TIA reports the number of peak hour/peak season/peak direction trips that would be generated by the most intense use of the subject property under the proposed zoning district, and assigns those trips to impacted roads. Impacted roads are defined in section 910.09(4)(b)3 of the county’s LDRs as roadway segments which receive five percent (5%) or more of the project traffic or fifty (50) or more project trips, whichever is less.

According to the approved TIA, the existing level of service on impacted roads would not be lowered by the traffic generated by development of 120 units on the subject property. A summary of the Traffic Impact Analysis is provided in Attachment 4.

Water

With the proposed zoning, the subject property could accommodate 120 residential units, resulting in water consumption at a rate of 120 Equivalent Residential Units (ERU), or 30,000 gallons/day. This is based upon a level of service of 250 gallons/ERU/day. Development on the subject property would be served by the North County Reverse Osmosis Plant, which currently has sufficient capacity to accommodate the additional demand generated by the proposed rezoning.

Wastewater

Based upon the most intense use allowed under the proposed zoning, development of the property will have a wastewater generation rate of approximately 120 Equivalent Residential Units (ERU), or 30,000 gallons/day. This is based upon the level of service standard of 250 gallons/ERU/day. County wastewater service is available to the site from the North County Regional Wastewater Treatment Plant, which currently has sufficient capacity to accommodate the additional wastewater generated by the subject request.

Solid Waste

Solid waste service includes pick-up by private operators and disposal at the county landfill. The
The county’s adopted level of service standard for landfill capacity is 3.67 cubic yards/person/year. With the county’s average of approximately 2.25 persons/unit, a 120 unit residential development would be anticipated to house approximately 270 people (2.25 X 120). For the subject request to meet the county’s adopted level of service standard of 3.67 cubic yards/person/year, the landfill must have enough capacity to accommodate approximately 990.9 (120 X 3.67) cubic yards/year.

A review of the solid waste capacity for the active segment of the county landfill indicates that the county landfill can accommodate the additional solid waste generated by the site under the proposed zoning district.

**Stormwater Management**

All developments are reviewed for compliance with county stormwater regulations, which require on-site retention, preservation of floodplain storage and minimum finished floor elevations. In addition, development proposals must meet the discharge requirements of the county Stormwater Management Ordinance. Since the subject property is located within the St. Sebastian Drainage Basin, development on the site will be prohibited from discharging any runoff in excess of the pre-development rate.

In this case, the minimum floor elevation level of service standard does not apply, since the property does not lie within a floodplain. Both the on-site retention and discharge standards apply. The stormwater management level of service standard will be met by limiting off-site discharge to the preddevelopment rate and maintaining on-site retention of the stormwater runoff for the most intense use of the property.

**Recreation**

A review of county recreation facilities and the projected demand that would result from the most intense development that could occur on the property under the proposed zoning district indicates that the adopted levels of service would be maintained. The table below illustrates the additional park demand associated with the proposed development of the property and the existing surplus acreage.

<table>
<thead>
<tr>
<th>LOS (Acres per 1,000 Population)</th>
<th>Project Demand (Acres)</th>
<th>Surplus Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.69</td>
<td>1.78</td>
<td>64.92</td>
</tr>
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</table>

**Concurrency Summary**

Based upon the analysis conducted, staff determined that all concurrency-mandated facilities, including stormwater management, roads, solid waste, water, and wastewater, have adequate capacity to accommodate the most intense use of the subject property under the proposed comprehensive plan amendment. Therefore, the concurrency test has been satisfied for the subject request.
As with all projects, a detailed concurrency analysis will be done in conjunction with site development. That concurrency analysis will address facility service levels and demand.

Compatibility with the Surrounding Area

It is staff’s position that development under the requested land use designation and zoning district will be compatible with the surrounding area. Because the site is bounded on the south by L-1 designated land in the unincorporated county and on the west and north by land designated LDR in the City of Sebastian, the request is for the extension of an established land use designation and the continuation of the development pattern in this area.

Other factors indicate that the subject property is an appropriate site for the L-1 land use designation. These factors include programmed infrastructure improvements in the area as well as the existence of complementary commercial and institutional land uses proximate to the subject property.

In terms of infrastructure, there are several roadway projects under construction or under design that will serve development on the subject property. These projects include the widening of both C.R. 512 and C.R. 510. Besides those projects, there is the developer funded 86th Avenue and 89th Street project that will directly serve development on the subject property. In addition, water and sewer lines are being extended to the subject property with development of the adjacent Bluewater Bay and Sebastian Park Projects.

Another compatibility factor is the existence of nearby supportive land uses. Within close proximity to the subject property are several school facilities, including an elementary school and a high school. With the recent construction of a Publix and other neighborhood shopping facilities close to the subject property, the convenience commercial shopping facilities necessary to serve residential development now exist. Given the existence of the nearby school and shopping facilities, as well as the infrastructure improvements, changing the subject property’s land use designation from R to L-1 will enhance the compatibility in the area and allow appropriate residential development on the subject property.

For these reasons, redesignating the subject property to L-1 and rezoning the property to RS-3 will be compatible with surrounding area.

Consistency with Comprehensive Plan

Land use amendment and rezoning requests are reviewed for consistency with all policies of the comprehensive plan. As per section 800.07(1) of the land development regulations, the “comprehensive plan may only be amended in such a way as to preserve the internal consistency of the plan pursuant to Section 163.3177(2), FS.” Amendments must also show consistency with the overall designation of land uses as depicted on the Future Land Use Map, which includes agricultural, residential, recreational, conservation, and commercial and industrial land uses and their densities.
The goals, objectives and policies are the most important parts of the comprehensive plan. Policies are statements in the plan which identify actions which the county will take in order to direct the community's development. As courses of action committed to by the county, policies provide the basis for all county land development-related decisions, including plan amendment and rezoning decisions. While all comprehensive plan objectives and policies are important, some have more applicability than others in reviewing plan amendment and rezoning requests. Of particular applicability for this request are the following policies and objectives.

**Future Land Use Element Policy 14.3**

The most important policy to consider in evaluating a plan amendment request for consistency with the county's Comprehensive Plan is Future Land Use Element Policy 14.3. This policy requires that at least one of four criteria be met in order to approve a land use amendment request. These criteria are:

- The proposed amendment will correct a mistake in the approved plan;
- The proposed amendment will correct an oversight in the approved plan;
- The proposed amendment involves a swap or reconfiguration of land uses at separate sites, and that swap or reconfiguration will not increase the overall land use density or intensity depicted on the Future Land Use Map, or
- The proposed amendment is warranted based on a substantial change in circumstances affecting the subject property.

Based on its analysis, staff feels that the proposed land use amendment meets Policy 14.3's fourth criterion.

When the comprehensive plan was adopted in 1990, the area between 85th Street/CR 510 and the City of Sebastian was designated R from 90th Avenue to 66th Avenue. As a result, the subject property was part of a larger contiguous area of R designated land.

As part of the Comprehensive Plan's 1998 Evaluation and Appraisal Report (EAR), all of the R designated land in this portion of the county was proposed to be redesignated to L-1, Low Density Residential-I (up to 3 units/acre). The EAR concluded that the L-1 land use designation would be more appropriate adjacent to land in the Vero Lake Estates Subdivision which had an L-1 designation and land in the City of Sebastian which had a land use designation that permitted residential development density similar to L-1. At that time, the Board decided not to change this area to L-1, but instead to review each land use amendment on a case-by-case basis.

Since then, the adjacent 290 acres to the south of the site were redesignated to L-1 and rezoned to
RS-3, while the 40 acre tract to the west was annexed into the City of Sebastian. These amendments and annexations affected the subject property in the following three ways.

- The site is now adjacent to L-1 designated land to the south;
- The site is now adjacent on two sides to Low Density Residential designated land in the City of Sebastian; and
- The site is no longer part of a larger contiguous area of R designated land.

While the redesignation of adjacent land is not always justification for a land use amendment, it is relevant in this case for the above reasons.

Another change affecting the site involves public schools. Since the 1990 adoption of the comprehensive plan, two new schools have been built within one mile of the subject property. Located west of the subject property (across 90th Avenue), the Sebastian River High School was built in the mid-1990s, while the Treasure Coast Elementary School (formerly known as Liberty Magnet School) to the south of the subject property (across 85th Street) was completed in 2002.

Allowing a slightly denser land use designation near these schools makes sense for the following reasons.

- These schools will attract families with children. Generally, housing at a density of up to 3 units/acre is more affordable for families with children than the up to 1 unit/acre density permitted under the current land use designation.
- The entire subject property is within one mile of both school sites. That proximity allows residents on the subject property to walk or bike to the school sites, thus reducing automobile trips and student reliance on others for transportation.

Therefore, the redesignation and annexation of adjacent lands and the proximity of both a high school and an elementary school constitute changes in circumstances affecting the subject property.

Since these actions constitute changes in circumstances, the fourth criterion of Future Land Use Element Policy 14.3 has been met, and the proposed amendment is consistent with Future Land Use Element Policy 14.3.

**Future Land Use Element Objective 1 and Policies 2.2 and 4.1**

This objective and these policies state that Indian River County will have an efficient and compact land use pattern which encourages infill development in the existing urban service area and maintains the county's overall low density character. By increasing the density of land currently within the urban service area, as opposed to expanding the urban service area, the county can
efficiently support growth without creating urban sprawl or sacrificing compactness. Furthermore, the requested L-1 land use designation maintains the overall low density character of the county. For these reasons, the proposed amendment is consistent with Future Land Use Element Objective 1 and Policies 2.2 and 4.1.

**Future Land Use Element Policy 1.11**

Future Land Use Element Policy 1.11 states that the L-1 land use designation is intended for areas which are

1. suitable for urban and suburban scale development;
2. within the urban service area; and
3. located in proximity to existing urban centers.

The site is now, as it was when the comprehensive plan was found "in compliance" by DCA, appropriate for low density residential development. Factors that demonstrate that the subject property meets each of Future Land Use Element Policy 1.11's criteria include the following.

- The site is located within the urban service area;
- The site is located near a major road;
- Potable water service is available to the site;
- Sanitary sewer lines are within a half mile of the site;
- The site is located near an existing public high school, public middle school, and a public elementary school;
- The site is bounded on two sides by the City of Sebastian;
- The site is located near the CR 510/CR 512 commercial/industrial node; and
- The site is adjacent to L-1 designated land to the south.

For these reasons, the proposed amendment is consistent with Future Land Use Element Policy 1.11

**Comprehensive Plan Consistency Conclusion**

Besides the policies addressed above, staff reviewed the request with respect to all policies in the comprehensive plan. Based on the review, staff's position is that the proposed request is consistent with the comprehensive plan.

**Potential Impact on Environmental Quality**

Environmental impacts of residential development on the subject property would be essentially the same under either the existing or the proposed land use designation. Currently a citrus grove, the site contains minimal upland plant habitat. Any wetlands that are located on the site and identified in an approved environmental survey are protected by federal, state, and county regulations. For these reasons, significant adverse environmental impacts associated with this request are not anticipated.
CONCLUSION

Based on the analysis, staff has determined that the requested land use designation and zoning district are compatible with surrounding areas, consistent with the comprehensive plan, meet all concurrency criteria, will have no negative impacts on environmental quality, and meet all applicable land use designation amendment and rezoning criteria. Most importantly, the subject property is located in an area deemed suited for low density residential uses. For these reasons, staff supports the request to amend the land use designation of the subject property from R to L-1 and to rezone the site from A-1 to RS-3.

RECOMMENDATION

Based on the analysis performed, the Planning and Zoning Commission and staff recommend that the Board of County Commissioners transmit this request to redesignate the subject property from R to L-1 to the Department of Community Affairs for review.

ATTACHMENTS

1. Summary Page
2. Land Use Designation Amendment Application
3. Rezoning Application
4. Traffic Impact Summary
5. Excerpt from the Minutes of the September 14, 2006 Planning and Zoning Commission Public Hearing
6. Transmittal Resolution

Approved Agenda Item

By: [Signature]

For: October 24, 2006
GENERAL
Applicant: Double R&D Inc.
Location: West of 86th Ave. and south of the City of Sebastian
Acreage: 40.23
Land Use Designation: R, Rural Residential (up to 1 unit/acre.)
Existing Zoning: A-1, Agricultural District (up to 1 unit/5 acres.)
Requested Land Use Designation: L-1, Low-Density Residential-I (up to 3 units/acre.)
Requested Zoning: RS-3, Single-Family Residential District (up to 3 units/acre.)
Existing Land Use: Citrus Grove

ADJACENT LAND
North: City of Sebastian; zoned PUD-R, residential subdivision
South: Vacant land; zoned RS-3, Bluewater Bay PD
East: Citrus grove; zoned A-1
West: City of Sebastian-Vacant Land; zoned RS-10

INFRASTRUCTURE
Water from the North County Reverse Osmosis Plant; sewer is not currently available but could be provide by the Central Regional Wastewater Plant; access is from C.R. 510.

ENVIRONMENTAL CONSTRAINTS
None; Flood Zone X

PUBLIC NOTIFICATION

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<tr>
<td>Staff Contact</td>
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STAFF RECOMMENDATION
Staff supports the request

Attachment: 1
APPLICATION FORM
LAND USE DESIGNATION AMENDMENT (LUDA)
INDIAN RIVER COUNTY

Planning Division accepts Land Use Designation Amendment applications only during the months of January and July of each year. Each application must be complete when submitted and must include all required attachments. An incomplete application will not be processed and will be returned to the applicant.

Assigned Project Number: LUDA - d0050/0298 - 52327

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<td>772-569-0030</td>
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Signature of Owner or Agent: 

Property Information

Site Address: 8925 64th Avenue, Vero Beach

Site Tax Parcel I.D. #: 31-38-21-0000-3000-00000-00

Subdivision Name, Unit Number, Block and Lot Number (if applicable): Hammock Subdivision

Existing Land Use Designation: R | Existing Zoning District: A-1

Requested Land Use Designation: I-1 | Requested Zoning District: RS-3

Total (gross) Acreage of Parcel: 40.23 | Acreage (net) to be Amended: 40.23

Existing Use on Site: Vacant

Proposed Use on Site: Single Family Residential Subdivision

APPLICANT(S) MUST ATTEND A PRE-APPLICATION CONFERENCE WITH LONG-RANGE PLANNING SECTION STAFF PRIOR TO APPLYING.
APPLICATION FORM
REZONING REQUEST (RZON)
INDIAN RIVER COUNTY

Each application must be complete when submitted and must include all required attachments. An incomplete application will not be processed and will be returned to the applicant.

Assigned Project Number: RZON - 2005010296-52328

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Phone #: (including area code) 772-681-1989
Fax #: (including area code) 772-681-4816
E-Mail: N/A
Contact Person: Mr. Dan Hess

Signature of Owner or Agent: X

Property Information

Site Address: 5925 Eighth Avenue, Vero Beach

Site Tax Parcel I.D. #: 31-28-210-00000-X000-00000-00

Subdivision Name, Unit Number, Block and Lot Number (if applicable): Hammock Subdivision

Existing Zoning District: A-1
Requested Zoning District: RS-3
Total (gross) Acreage of Parcel: 40.28
Existing Use on Site: vacant
Proposed Use on Site: single family residential subdivision
Hammocks Rezoning – Executive Traffic Impact Summary
(March 2006)

1. Location: northside of CR 510 between 90th Avenue and 66th Avenue

2. Size: 40.23 acres (A-1 to RS-3), 121 single-family residential units

3. Trip Generation: Net New Daily Trip Volume = 1,239 vehicular trips
   P.M. Peak-Hour Volume = 127 vehicular trips

4. Area of Influence Boundaries:
   • North – Roseland Road
   • South – Atlantic Boulevard
   • East – US 1
   • West – I-95

5. Significant Roads:
   • US 1 – N. Vero Beach Line to 41st Street, 49th Street to 65th Street
   • 58th Avenue – 41st Street to 45th Street, 49th Street to 65th Street
   • CR 510 – East of 66th Avenue, West of 66th Avenue
   • 66th Avenue – North of CR 510, South of 66th Avenue

6. Significant Intersections:
   • CR 512/CR 510
   • 66th Avenue/CR 510
   • 58th Avenue/CR 510

7. Trip Distribution: See Appendix A

8. Internal Capture: none

9. Pass-by Capture: none

10. P.M. Peak Hour Directional % (ingress/egress):
    Single-Family Detached Housing 63% entering/37% exiting

11. Traffic Count Factors Applied: none

12. Off-Site Improvements:

   [Attachment page]
13. Roadway Capacities (IRC Link Sheets): See Appendix B

14. Assume roadway and / or intersection improvements:
   - CR 510 programmed improvements, 2 lane to 4 lane widening, between CR 512 to ICWW,
   - CR 512 programmed improvements, 2 lane to 4 lane widening, between I-95 to US 1

15. Significant Dates:
   a) Pre-study conference: March 2006
   b) Traffic counts:

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**HAMMOCKS REZONING**

Data of completion: [Date] (Publication: [Date])

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**NOTE:**
- **CAPACITY:** The maximum number of vehicles that can be accommodated on a road at any given time.
- **EXIST.:** The existing capacity of the road.
- **VESTED:** The vested capacity, which is the capacity that is guaranteed by law or through a legal agreement.
- **PROJECT:** The proposed project or improvement to the road.
- **REMAINING % of LOS:** The percentage of the current capacity that remains unutilized.
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Chairman Keys read the following into the record:

B. **Double R&D Inc**: Request to change the land use designation for ±40.23 acres located west of 86th Avenue and south of the City of Sebastian, from R, Rural Residential (up to 1 unit/acre), to L-1, Low Density Residential-1 (up to 3 units/acre), and to zone those 40.23 acres from A-1, Agricultural-1 District (up to 1 unit/5 acres), to RS-3, Single Family Residential District-1 (up to 3 units/acre). Double R&D, Owner. MBV Engineering, Inc., Agent. [LUDA 2005010298-52327; REZON 2005010298-52328] [Legislative]

Mr. Gale Carmoney, IRC Senior Planner, reviewed the information contained in his memorandum, a copy of which is on file in the Commission Office.

Mr. Hamner stated there was property to the east with a conservation easement along the St. Sebastian River and he felt the applicant needed to be cognizant of that fact. The densities of other surrounding properties were discussed.

Chairman Keys opened the public hearing at 7:59 p.m.

Mr. Bruce Moia, representing MPV Engineering, offered to answer any questions.

Since no one else cared to speak on this item, the public hearing was closed at 8:00 p.m.

**ON MOTION BY Mr. Chisholm, SECONDED BY Mr. Hamner to approve the request to change land use designation as presented.**

**UNDER DISCUSSION,** Mr. Christopher related the rezoning being requested was for an area which by all indications may have serious traffic problems. He felt there may be concurrency issues as the applicant moved forward. He continued on the other hand, the rezoning was a limited rezoning to RS-3, Single Family Residential District-1 (up to 3 units/acre), and that would increase the taxes paid to the County.
THE MOTION WAS CALLED, and the members voted unanimously (5-0) to approve the motion.

Chairman Keys read the following into the record:

C. County Initiated: Request to change the land use designation for 3,088 acres located south of the City of Fellsmere in Township 32 South, Range 37 East and part of Sections 7, 8, 9, and 15, Township 32 South, Range 38 East, from C-1, Conservation-1 (Zero Density), to Ag-2, Agricultural-2 (Up to 1 Unit/10 Acres), and to rezone those 3,088 acres from CON-1, Conservation-1 (Zero Density), to A-2, Agricultural-2 District (up to 1 unit/10 Acres). St. John's River Water Management District, Owner. [LUDA 2006070248-55639; REZON 2006070248-55642] [Legislative]

Mr. Bill Schutt, IRC Senior Planner, presented the information contained in his memorandum, a copy of which is on file in the Commission Office.

Mr. Christopher questioned the land swap along with the rezoning being requested and felt protection should be in place in the form of requiring the property be developed according to IRC rules and regulations. He did not feel the rezoning and swap request should be approved without the protection mechanism in place.

Discussion was held regarding the zoning history of the property. Mr. Hamner related the series of events that had taken place when the St. Johns River Water Management District (SJRWMD) had swapped land to complete their reservoir area. He added this property was put into the deal but SJRWMD was not aware the property had been rezoned.

Mr. Chisholm asked why the property was rezoned from Agricultural to Conservation in 2000. Mr. Keating responded the Department of Community Affairs had recommended for large Conservation parcels, the land should be zoned to reflect what the uses were. He explained everyone did what they thought was right by changing the zoning, and it ended up coming out with the wrong result.
RESOLUTION NO. 2006-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, APPROVING THE TRANSMITTAL OF A PROPOSED INDIAN RIVER COUNTY COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS.

WHEREAS, the Board of County Commissioners adopted the Indian River County Comprehensive Plan on February 13, 1990, and

WHEREAS, the county received comprehensive plan amendment applications during its July 2006 amendment submittal window, and

WHEREAS, the Local Planning Agency held a public hearing on this comprehensive plan amendment request on September 14, 2006, after due public notice, and

WHEREAS, the Local Planning Agency made a recommendation to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of Indian River County held a Transmittal Public Hearing on October 24, 2006, after advertising pursuant to F.S. 163.3184(15)(b)(1), and

WHEREAS, the Board of County Commissioners announced at the transmittal public hearing its intention to hold and advertise a final public hearing at the adoption stage of the plan amendment process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA THAT:

1. The above recitals are ratified in their entirety.

2. The following proposed amendment is approved for transmittal to the State of Florida Department of Community Affairs:

   Attachment 6
AN ORDINANCE OF INDIAN RIVER COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE MAP BY CHANGING THE LAND USE DESIGNATION FOR APPROXIMATELY 40.23 ACRES LOCATED WEST OF 86TH AVENUE AND SOUTH AND EAST OF THE CITY OF SEBASTIAN CITY LIMITS FROM R, RURAL RESIDENTIAL (UP TO 1 UNIT/acre), TO L-1, LOW DENSITY RESIDENTIAL-I (UP TO 3 UNITS/acre); AND PROVIDING CODIFICATION, SEVERABILITY, AND EFFECTIVE DATE.

3. The county does request that the Florida Department of Community Affairs review this comprehensive plan amendment.

The foregoing Resolution was offered by Commissioner _______ and seconded by Commissioner _______ and upon being put to a vote, the vote was as follows:

Arthur R. Neuberger, Chairman ____________________________
Gary C. Wheeler, Vice Chairman ____________________________
Thomas S. Lowther, Commissioner ____________________________
Wesley S. Davis, Commissioner ____________________________
Sandra L. Bowden, Commissioner ____________________________

The Chairman thereupon declared the resolution duly passed and adopted at a public hearing held this 24th day of October 2006.

BOAND OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: ____________________________
Arthur R. Neuberger, Chairman

ATTEST: ____________________________
Jeffrey K. Barton, Clerk

2 of 3
Attachment 6
RESOLUTION NO. 2006-___

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
William G. Collins II, County Attorney

APPROVED AS TO PLANNING MATTERS

[Signature]
Robert M. Keating, AICP
Community Development Director

F:\Community Development\2006\RESOLUTIONS \Comprehensive Ammendment\July 2006\C7\Documents\BCC\trans resolution.doc
TO: Joseph A. Baird, County Administrator

FROM: Bill Schutt, AICP; Senior Economic Development Planner

DATE: October 11, 2006

RE: County Initiated Request to Amend The Comprehensive Plan Future Land Use Map by Redesignating ±3,088 Acres From C-1 to AG-2 (LUDA 2006070248-55639)

It is requested that the following information be given formal consideration by the Board of County Commissioners at its regular meeting of October 24, 2006.

DESCRIPTION AND CONDITIONS

This is a county initiated request on behalf of the St. Johns River Water Management District (SJRWMD) to change the land use designation for ±3,088 acres from C-1, Conservation-1 (zero density), to AG-2, Agricultural-2 (1 unit/10 acre), and to rezone those ±3,088 acres from CON-1, Public Lands Conservation District (zero density), to A-2, Agricultural-2 District (1 unit/10 acre). The purpose of this comprehensive plan land use amendment is to change the land use designation on property owned by the SJRWMD to accommodate a swap of land between the SJRWMD and private property owners.

In March of 1999, the SJRWMD purchased ± 3,276.5 acres south of the City of Fellsmere and west of Interstate 95 for the purpose of creating a large flow-through wetland and/or reservoir system to treat agricultural runoff. Later that following year, the County, in accordance with County Comprehensive Plan policy, worked with the SJRWMD to amend the County Comprehensive Plan Future Land Use Map designation of the property from AG-2 to C-1 and to amend the County Zoning Map designation of the property from A-2 to CON-1. By definition, both the C-1 Future Land...
Use designation and the Con-I zoning designation are intended for "publicly owned or controlled conservation land".

Subsequently, the SJRWMD completed studies that revealed that the site is unsuitable for the intended water management purposes. Alternative plans were then considered by the SJRWMD, one of which involved the acquisition of approximately 6,020 acres west of the City of Fellsmere and east of Blue Cypress Lake and the construction of a reservoir (see map below).

To accomplish that plan, the SJRWMD entered into land purchase/exchange agreements with private property owners. As a condition of the agreements, the land exchange/purchase can occur only after SJRWMD obtains a future land use map designation change of 3,088 acres of its 3,276.5 acres from C-1, Conservation-I, to its previous designation of AG-2 and a Zoning map change from Con-I to its previous zoning district of A-2. The remaining 188.5 acres owned by SJRWMD already has a Future Land Use map designation of AG-2 and a zoning designation of A-2.

Since both the C-1 Future Land Use map designation and the Con-I Zoning district by definition apply only to "publicly owned or controlled land" and since the subject property will revert to private ownership when the SJRWMD exchanges this property for other property, Indian River County is
compelled to redesignate the subject ±3,088 acres to other appropriate Future Land Use designations and zoning districts. After the required Future Land Use and Zoning map changes are approved, the land purchase/exchange will take place, and the SJRWMD will request that its newly acquired property west of the City of Fellsmere and east of Blue Cypress Lake be redesignated and rezoned from agricultural to conservation.

Planning and Zoning Commission Action

On September 14, 2006, the Planning and Zoning Commission (PZC) voted 4 to 1 to recommend that the Board of County Commissioners approve the proposed amendment to change the land use designation for the subject property and to rezone the subject property.

Existing Land Use Pattern

Currently zoned CON-1, the subject property abuts the western and southern boundaries of the undeveloped southeast portion of the City of Fellsmere and extends along the southern city limits to Interstate 95. The entire property is outside of the county's Urban Service Area and contains citrus groves and pasture. Land north of the western portion of the subject property is zoned A-1, Agricultural-1 District (up to 1 unit/5 acres), and is developed with single family homes and agricultural uses. Land to the west and south of the western portion of the subject property is vacant.
agricultural land. While land to the west is zoned A-2, Agricultural-2 District (up to 1 unit/10 acres), the land to the south is zoned CON-1.

The land that is north of the eastern portion of the subject property is within the City of Fellsmere, is zoned A-2, and currently contains agricultural uses and natural vegetation. Property to the south of the eastern portion of the subject property is zoned A-2 and contains agricultural uses. Property to the east of this section of the subject property and across I-95 is zoned A-1 and currently contains vegetation.

**Future Land Use Pattern**

The subject property and properties to the southwest are designated C-1, Conservation-I (zero density), on the county's future land use map. The C-1 land use designation does not allow any development other than facilities associated with passive recreational uses or resource management. Land that is north of the western portion of the subject property is designated AG-I, Agricultural-I, on the county's future land use map. The AG-I designation permits agricultural and residential uses with residential development at densities of up to 1 unit/5 acres. North of the eastern portion of the subject property, land is within the municipal boundaries of the City of Fellsmere and has a land use designation of Low Density Mixed Use Residential on the city's future land use map. The Low
Density Mixed Use Residential designation permits an overall maximum average residential density of 3 dwelling units per acre, with the allowance for specific cluster areas ranging from 5 to 15 dwelling units per acre.

Land that is west and southeast of the subject property is designated AG-2, Agricultural-2, on the county’s future land use map. The AG-2 designation permits agricultural and residential uses with residential development at densities of up to 1 unit/10 acres. To the east and across I-95, land is designated AG-1, Agricultural-1, on the county’s future land use map. The AG-1 designation permits agricultural and residential uses with residential development at densities of up to 1 unit/5 acres.

Environment

The subject property is shaped like a sideways “T”. The western, north-south “T” portion consists of active citrus grove. The eastern, east-west “T” portion consists of a mosaic of wetlands, pine flatwoods and xeric scrub associated with the Ten-Mile Ridge.

According to Flood Insurance Rating Maps, the majority of the western north-south portion of the subject property lies outside of the 100-year flood plain, with small portions within the 100-year flood plain. In contrast, the eastern east-west portion is primarily within the 100-year flood plain, with the exception of areas of the Ten-Mile Ridge that are not within the flood plain.

Utilities and Services

The subject property is outside of the Urban Service Area. Any proposed development would need to provide its own wastewater treatment and potable water services on site.

Transportation System

The subject property’s most northern boundary is approximately 300 feet south of 77th Street. The only access from 77th Street to the property is provided by two 30 foot wide ingress and egress easements that are located at the northwestern and northeastern corners of the subject property.

The eastern boundary of the subject property abuts Interstate 95. This segment of Interstate 95 is a paved, divided four lane road with approximately 300 feet of public right-of-way and is classified as a Rural Principal Arterial Interstate on the county’s future roadway thoroughfare plan map. The subject property has no access to I-95.

Analysis

In this section, an analysis of the reasonableness of the application will be presented. This section will include the following:

- An analysis of the proposed amendment’s impact on public facilities;
- An analysis of the proposed amendment’s compatibility with surrounding areas;
• An analysis of the proposed amendment's consistency with the comprehensive plan; and
• An analysis of the proposed amendment's potential impact on environmental quality.

Concurrency of Public Facilities

The subject site is located outside of the County's Urban Service Area (USA) and is part of a land swap/purchase agreement between SJRWMD and a private property owner with land west of the City of Fellsmere and northeast of Blue Cypress Lake.

As per section 910.07(2)(f) of the Concurrency Management Chapter of the County's Land Development Regulations, projects which do not increase density or intensity of use are exempt from concurrency requirements. This future land use and rezoning request is exempt from concurrency review because the land swap and ultimate future land use redesignations and zoning changes of the properties will not increase density or intensity of use.

As a result of that land swap/purchase agreement, the SJRWMD will acquire approximately 6,020 acres of land, which will ultimately be redesignated and rezoned to conservation. This represents approximately 3,000 more acres that will be in conservation after the swap/purchase than are presently in conservation.

When new development is proposed for the subject property, a more detailed concurrency analysis will be conducted during the development approval process.

Compatibility with the Surrounding Area

Given the subject property's location adjacent to the City of Fellsmere and I-95 and other areas with a FLU map designation of AG-1 and AG-2, it is staff's position that redesignating the subject property to AG-2, Agricultural-2, and rezoning this site to A-2, Agricultural-2, will create no incompatibilities with the surrounding properties. In fact, the properties to the south and west are zoned A-2, and land to the north and east is zoned A-1, Agricultural-1. The subject request is, in effect, a continuation of the existing land use designation and zoning pattern that exists in the area. In fact, the land use designation and zoning density on the property to the north in the City of Fellsmere is significantly higher than the density allowed within the A-2 zoning district.

For these reasons, staff feels that the proposed land use amendment will be compatible with surrounding properties.

Consistency with Comprehensive Plan

Land use amendment and rezoning requests are reviewed for consistency with all policies of the comprehensive plan. As per section 850.07(1) of the land development regulations, the "comprehensive plan may only be amended in such a way as to preserve the internal consistency of the plan pursuant to Section 163.3177(2), FS." Amendments must also show consistency with the overall designation of land uses as depicted on the Future Land Use Map, which includes...
agricultural, residential, recreational, conservation, and commercial and industrial land uses and their densities.

The goals, objectives and policies are the most important parts of the comprehensive plan. Policies are statements in the plan which identify actions which the county will take in order to direct the community's development. As courses of action committed to by the county, policies provide the basis for all county land development related decisions—including plan amendment and rezoning decisions. While all comprehensive plan objectives and policies are important, some have more applicability than others in reviewing plan amendment and rezoning requests. Of particular applicability for this request are the following policies and objectives.

**Future Land Use Element Policy 14.3**

In evaluating a land use amendment request, the most important consideration is Future Land Use Element Policy 14.3. This policy requires that one of four criteria be met in order to approve a land use amendment request. These criteria are:

- The proposed amendment will correct a mistake in the approved plan;
- The proposed amendment will correct an oversight in the approved plan;
- The proposed amendment is warranted based on a substantial change in circumstances affecting the subject property; or
- The proposed amendment involves a swap or reconfiguration of land use designations at separate sites and that swap or reconfiguration will not increase the overall land use density or intensity depicted on the Future Land Use Map.

In this case, the proposed amendment meets the policy's third criterion: a substantial change in circumstances affecting the subject property. With respect to this proposed land use amendment, that change in circumstances is the development of a new water management plan by the SJWMD, which is shifting the need for conservation land in one area of the county to another area of the county.

The exchange of property by the SJRWMD to a private owner constitutes a substantial change in circumstances affecting the subject property and meets the third criterion of Future Land Use Element Policy 14.3. Therefore, the proposed amendment is consistent with Future Land Use Element Policy 14.3.

**Future Land Use Element Policy 1.5**

Future Land Use Element Policy 1.5 states in part that C-1 designated parcels shall be specifically depicted on the future land use map and that C-1 parcels shall include but not be limited to land owned by the St. John River Water Management District for its Upper Basin Project, publicly owned...
spoil islands in the Indian River Lagoon and other environmentally important land owned or
controlled by public entities for conservation purposes.

Based on the above Comprehensive Plan Policy, the change in ownership of the subject property
from SJWMD to private owners makes the C-1 designation inappropriate for the property.

Future Land Use Element Policy 1.9

Future Land Use Element Policy 1.9 states that the Agricultural land use designations should be
applied to those areas of the county that have traditionally been used for agricultural purposes and are
sufficiently removed from urban areas.

Located outside of the urban service area, previously used for agricultural purposes, and previously
designated as AG-2 on the Future Land Use map, the subject property is appropriate for Agricultural
uses. Therefore, the proposed amendment is consistent with Future Land Use Element Policy 1.19.

Comprehensive Plan Consistency Conclusion

In addition to the policies addressed above, staff reviewed the request with respect to all policies in
the comprehensive plan. Based on the review, staff’s position is that the proposed request is
consistent with the comprehensive plan.

Potential Impact on Environmental Quality

Although the subject property is not formally designated as environmentally important or
environmentally sensitive by the comprehensive plan, it does contain wetlands and native uplands
that include specimen and protected trees. In fact, the scrub portion of the property associated with
the Ten-Mile Ridge likely supports rare listed species endemic to scrub such as the Florida scrub-jay
and gopher tortoise.

With the proposed land use change, there could be an impact on these resources, although that is
unlikely. As proposed, the AG-2 land use designation will allow agricultural uses and only very low
density residential development. Regardless, any potential future development of the property will
be subject to jurisdictional agency regulations relating to protected species and wetlands.

CONCLUSION

Based on the analysis, staff has determined that the proposed amendment is consistent with the
comprehensive plan, compatible with surrounding land uses, and will cause no adverse impacts on
the provision of public services. For these reasons, staff supports the request.
RECOMMENDATION

Based on the analysis conducted, the Planning and Zoning Commission and staff recommend that the Board of County Commissioners approve the attached resolution to transmit the proposed amendment to change the land use designation for the subject property from C-1, Conservation-1 (0 Density), to AG-2, Agricultural-2 (1 unit/10 acre), to the Department of Community Affairs for state review.

ATTACHMENTS

1. Summary Page
2. Land Use Designation Amendment Application
3. Rezoning Application
4. Excerpt of Minutes from the September 14, 2006 Planning and Zoning Commission meeting
5. Transmittal Resolution

Approved Agenda Item

By: Joseph A. Board

For: October 24, 2006
GENERAL
Applicant: Indian River County Board of County Commissioners
Location: South of the City of Fellsmere & West of I-95
Acreage: ±3,088
Existing Land Use Designation: C-1, Conservation-1 (zero density)
Requested Land Use Designation: AG-2, Agriculture-2, (1 unit/10 acre)
Existing Zoning: CON-1, Public Lands Conservation District (zero density)
Requested Zoning: A-2, Agricultural-2 District, (1 unit/10 acre)
Existing Land Use: Citrus grove and pasture

ADJACENT LAND
North: City of Fellsmere-Agricultural uses/vegetation; zoned A-1, Agricultural-1 District (up to 1 unit/5 acres). County-Single Family and Agricultural; zoned A-1, Agricultural-1 District (up to 1 unit/5 acres)
South: Agricultural uses; zoned A-2, Agricultural-2 District (up to 1 unit/10 acres)
East: Vacant/vegetation; zoned A-1, Agricultural-1 District (up to 1 unit/5 acres)
West: Agricultural uses; zoned A-2, Agricultural-2 District (up to 1 unit/10 acres)

INFRASTRUCTURE
NA

ENVIRONMENTAL CONSTRAINTS
Possible Wetlands and Native plants/animals; Flood Zone X and A

PUBLIC NOTIFICATION

<table>
<thead>
<tr>
<th>Staff Contact</th>
<th>PZC</th>
<th>BCC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gale Carmoney</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Bill Schutt</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

Date Advertised: August 30, 2006 | October 9, 2006

# of Surrounding Property Owner Notifications: NA

Date Notification: NA | NA

Mailed: NA | NA

Date Sign Posted: NA | NA

STAFF RECOMMENDATION
Staff supports the request
APPLICATION FORM  
LAN USE DESIGNATION AMENDMENT (LUDA)  
INDIAN RIVER COUNTY

Planning Division accepts Land Use Designation Amendment applications only during months of January and July of each year. Each application must be complete when submitted and must include all required attachments. An incomplete application will not be processed and will be returned to the applicant.

Assigned Project Number: LUDA - 2006070248-55639

Name: Current Owner  
St. John's River Water Management District (SJRWMD)

Complete Mailing Address:  
5049 Reid Street  
P.O. Box 1429, Palatka Florida

Phone # (including area code)

Fax # (including area code)

E-Mail:

Contact Person: Raymond B. Bunton Jr.

Signature of Owner or Agent: ____________________

Property Information

Site Address: Parcels are located SOUTH OF THE CITY OF FELLSMERE IN SECTION 7, TOWNSHIP 32 SOUTH, RANGE 37 EAST AND PART OF SECTIONS 8, 9, AND 18, TOWNSHIP 32 SOUTH, RANGE 38 EAST

Site Tax Parcel I.D. s: __________________________________________

Subdivision Name, Unit Number, Block and Lot Number (if applicable) N/A

Existing Land Use Designation: C-1  
Requested Land Use Designation: AG-2

Requested Zoning District: A-2

Total (gross) Acreage of Parcel: Approx 3,088  
Acreage (net) to be Amended: Approx. 3,088

Existing Use on Site: Conservation  
Proposed Use on Site: Agricultural

APPLICANT(S) MUST ATTEND A PRE-APPLICATION CONFERENCE WITH LONG-RANGE PLANNING SECTION STAFF PRIOR TO APPLYING.
APPLICATION FORM
REZONING REQUEST (RZON)
INDIAN RIVER COUNTY

Each application must be complete when submitted and must include all Required
attachments. An incomplete application will not be processed and will be returned to the
applicant.

Assigned Project Number: RZON - 2006070248-55642

Current Owner: St. John's River Water Management District (SJRWMD)

Applicant: Indian River County Board of County Commissioners

Agent: Indian River County Board of County Commissioners

Complete Mailing Address: 3049 Reid Street, P.O. Box 1429, Palatka Florida

1840 25th Street, Vero Beach, FL 32960

Phone #: 772-226-1668

Fax #: 772-978-1806

E-Mail: Raymond B. Buxton Jr.

Contact Person: Gale D. Carmoney

Signature of Owner or Agent: ___________________ 

Property Information

Site Address: Parcels are located South Of The City Of Fellsmere In Section 7, Township 32 South, Range 37 East And Part Of Sections 8, 9, And 18, Township 32 South, Range 38 East

Site Tax Parcel I.D. #: ____________________ 

Subdivision Name, Unit Number, Block and Lot Number (if applicable) ______________ 

Existing Land Use Designation: C-1

Requested Land Use Designation: AG-2

Total (gross) Acreage of Parcel: Approx 3,088

Existing Use on Site: Conservation

Proposed Use on Site: Agricultural

THE APPLICANT IS STRONGLY ENCOURAGED TO ATTEND A PRE-APPLICATION CONFERENCE
WITH LONG-RANGE PLANNING SECTION STAFF PRIOR TO APPLYING IN ORDER TO RESOLVE
OR AVOID PROBLEMS CONNECTED WITH THE REZONING REQUEST.

Attachment 3

420
Chairman Keys read the following into the record:

C. **County Initiated:** Request to change the land use designation for 3,088 acres located south of the City of Fellsmere in Township 32 South, Range 37 East and part of Sections 7, 8, 9, and 18, Township 32 South, Range 38 East, from C-1, Conservation-1 (Zero Density), to Ag-2, Agricultural-2 (Up to 1 Unit/10 Acres), and to rezone those 3,088 acres from CON-1, Conservation-1 (Zero Density), to A-2, Agricultural-2 District (up to 1 Unit/10 Acres). St. John's River Water Management District, Owner. [LUDA 2006070248-55639; REZON 2006070248-55642] [Legislative]

Mr. Bill Schutt, IRC Senior Planner, presented the information contained in his memorandum, a copy of which is on file in the Commission Office.

Mr. Christopher questioned the land swap along with the rezoning being requested and felt protection should be in place in the form of requiring the property be developed according to IRC rules and regulations. He did not feel the rezoning and swap request should be approved without the protection mechanism in place.

Discussion was held regarding the zoning history of the property. Mr. Hamner related the series of events that had taken place when the St. Johns River Water Management District (SJRWMD) had swapped land to complete their reservoir area. He added this property was put into the deal but SJRWMD was not aware the property had been rezoned.

Mr. Chisholm asked why the property was rezoned from Agricultural to Conservation in 2000. Mr. Keating responded the Department of Community Affairs had recommended for large Conservation parcels, the land should be zoned to reflect what the uses were. He explained everyone did what they thought was right by changing the zoning, and it ended up coming out with the wrong result.

**Attachment 4**
Mr. Cahoy wanted clarification if the land zoning had not been changed to Conservation in 2000, the item would not be before the P&Z tonight. Mr. Keating responded that was correct.

Mr. Robert Christensen, representing SJRWMD, explained the Agricultural zoning had caught them by surprise and had held up the closing of the property. He reported they would be building a 10,000 acre reservoir adjacent to the existing upper St. Johns River Basin water projects. This project was to be known as the Fellsmere Water Management Area, and would serve multiple water purposes such as providing some water supply and flood protection benefits, it would clean up water, and provide the ability to virtually eliminate discharges down the C-54 Canal that were adverse to the estuarine system. It would also allow for more flexibility on how water levels were operated throughout the entire system and water would be more reliably delivered during times of drought.

Mr. Christensen noted the comment that had been made regarding going back into the contractual purchase agreement they had with the parties involved to create deed restrictions, was not something they were interested in pursing.

Chairman Keys opened the public hearing at 8:29 p.m.

Mr. Jens Tripson, 2525 14th Street, Vero Beach, asked if the water supply created by the reservoir would benefit IRC, or would it be for the communities only to the north of the site. Mr. Christensen replied that was not an accurate portrayal adding the ability to deliver water downstream during times of drought as well as providing advantages for water north of IRC would be enhanced.

Chairman Keys closed the public hearing at 8:31 p.m.

ON MOTION BY Mr. Hamner, SECONDED BY Mr. Chisholm, the members voted (4-1) to approve the land use designation as presented. Mr. Christopher opposed.
RESOLUTION NO. 2006-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, APPROVING THE TRANSMITTAL OF A PROPOSED INDIAN RIVER COUNTY COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS.

WHEREAS, the Board of County Commissioners adopted the Indian River County Comprehensive Plan on February 13, 1990, and

WHEREAS, the county received comprehensive plan amendment applications during its July 2006 amendment submittal window, and

WHEREAS, the Local Planning Agency held a public hearing on this comprehensive plan amendment request on September 14, 2006, after due public notice, and

WHEREAS, the Local Planning Agency made a recommendation to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of Indian River County held a Transmittal Public Hearing on October 24, 2006, after advertising pursuant to F.S. 163.3184(15)(b)(1), and

WHEREAS, The Board of County Commissioners announced at the transmittal public hearing its intention to hold and advertise a final public hearing at the adoption stage of the plan amendment process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA THAT:

1. The above recitals are ratified in their entirety.

2. The following proposed amendment is approved for transmittal to the State of Florida Department of Community Affairs:

1 of 2
RESOLUTION NO. 2006-

AN ORDINANCE OF INDIAN RIVER COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION FOR APPROXIMATELY 3,088 ACRES LOCATED SOUTH OF THE CITY OF FELLSMERE INCLUDING TRACTS 120-123, 220-223, 320-323, 420-423, 520-523, 620-623, 720-723, 820-823, 920-923, 1020-1023, AND 1120-1122 AS SHOWN ON "THE PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST IN ST. LUCIE COUNTY, STATE OF FLORIDA", RECORDED IN PLAT BOOK 2, PAGE 8, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, (NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA), AND PART OF SECTIONS 7, 8, 9, AND 18, TOWNSHIP 32 SOUTH, RANGE 38 EAST, FROM C-1, CONSERVATION-1 (ZERO DENSITY), TO AG-2, AGRICULTURAL-2 (UP TO 1 UNIT/10 ACRES); AND PROVIDING CODIFICATION, SEVERABILITY, AND EFFECTIVE DATE.

3. The county does request that the Florida Department of Community Affairs review this comprehensive plan amendment.

The foregoing Resolution was offered by Commissioner ______________ and seconded by Commissioner ______________ and upon being put to a vote, the vote was as follows:

Arthur R. Neuberger, Chairman
Gary C. Wheeler, Vice Chairman
Thomas S. Lowther, Commissioner
Wesley S. Davis, Commissioner
Sandra L. Bowden, Commissioner

The Chairman thereupon declared the resolution duly passed and adopted at a public hearing held this 24th day of October 2006.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: ________________
    Arthur R. Neuberger, Chairman

ATTEST: ________________
    Jeffrey K. Barton, Clerk

2006
RESOLUTION NO. 2006-____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
William G. Collins II, County Attorney

APPROVED AS TO PLANNING MATTERS

[Signature]
Robert M. Keating, AICP
Community Development Director
Indian River County, Florida
Memorandum

To: Joseph A. Baird, County Administrator

Department Head Concurrency
Robert M. Keating, AICP; Community Development Director

Through: Sasaa Rohani, AICP; Chief, Long-Range Planning

From: Gale Carmoney; Senior Planner, Long-Range Planning

Date: October 10, 2006

Ref: County Initiated Request to Amend the County's Comprehensive Plan to Redesignate 46.51 Acres From L-2 to PUB (LUDA 2006070242-55531)

It is requested that the following information be given formal consideration by the Board of County Commissioners at its regular meeting of October 24, 2006.

Description and Conditions

This is a county initiated request to change the land use designation and zoning on two county owned properties. Subject property 1, depicted in the figure below, is 12.46 acres and located approximately 650 feet north of 49th Street and west of the Lateral "H" Canal. Subject property 2, also depicted in the figure below, is 34.05 acres and located approximately 265 feet north of 49th Street and east of the Lateral "H" Canal. The request is to change the land use designation for both properties from L-2, Low-Density Residential-2 (up to 6 units/acre), to PUB, Public. Currently, the County's Utilities Department operates a wastewater treatment facility on subject property 1 and recently acquired subject property 2 for expansion of the existing facilities. The purpose of this request is to establish the appropriate land use designation for these properties.

On September 14, 2006, the Planning and Zoning Commission voted 5 to 0 to recommend that the Board of County Commissioners transmit this request to the state Department of Community Affairs for review.
Existing Land Use Pattern

Subject Property 1

Subject property 1 (12.46 acres) is zoned RMH-6, Residential Mobile Home District (up to 6 units/acre), and it contains the county's Central Regional Waste Water Treatment Facility (CRWWTF). Land to the north and west of subject property 1 is zoned PD, Planned Development, and is the site of Waterway Village, a Development of Regional Impact (DRI). Presently, this portion of Waterway Village is undeveloped. To the east of subject property 1 and across the lateral “H” Canal is subject property 2, which is zoned RM-6. Presently, this property is a vacant, wooded area that will be developed to facilitate expansion of the current CRWWTF. South of subject property 1, land is zoned RMH-6 and contains the High Ridge Mobile Home Park.

Subject Property 2

Subject property 2 is zoned RM-6, and is east of subject property 1. Land east of subject property 2 is zoned RM-6 and is vacant, undeveloped land. This land is currently the subject of a proposed small scale land use amendment to change the property's designation from L-2 to C-I and to rezone this land from RM-6 to IG, General Industrial District.

North of subject property 2, land is zoned IG and contains a septic tank service company and an automobile sales and service facility. West of subject property 2 is the High Ridge Mobile Home Park, which is zoned RMH-6. South of subject property 2, properties along 49th Street are zoned RM-6. Multiple Family Residential District (up to 6 units/acre), and are developed with single family residences.

Zoning of Subject Properties 1 & 2 and Surrounding Properties
**Future Land Use Pattern**

**Subject Property 1**

Subject property 1 and the surrounding properties are designated L-2, Low-Density Residential-2, on the county's future land use map. The L-2 designation permits residential uses with densities up to 6 units/acre.

**Subject Property 2**

Subject property 2 and properties east, west, and south of the subject property are designated L-2, Low-Density Residential-2, on the county's future land use map. Land north of the subject property is designated C/I, Commercial/Industrial. The C/I designation permits various commercial and industrial zoning districts.

![Land Use Designation of Subject Property and Surrounding Properties](image)

**Environment**

**Subject Properties 1 & 2**

Neither of the subject properties is designated as environmentally important or environmentally sensitive by the comprehensive plan. According to Flood Insurance Rating Maps, the subject properties are not within a flood hazard area.
Utilities and Services

Subject Properties 1 & 2

Water lines are available from the North County Reverse Osmosis Plant. Subject property 1 contains the Central Regional Wastewater Treatment Plant, while subject property 2 is planned for expansion of those facilities; therefore, provision of water and sewer utility services is not an issue.

Transportation System

Subject Property 1

Subject property 1's western boundary is a two lane paved service road with 25 feet of existing public road right-of-way. This road is classified as local road on the future roadway thoroughfare plan map. Presently, the county has no plans to improve this road.

Subject Property 2

Subject property 2 is bounded on the west by 31st Avenue and the Lateral "H" canal. Thirty First Avenue is a two lane paved road with 25 feet of public road right-of-way and is classified as a local road on the future roadway thoroughfare plan map. The canal has 80 feet of right-of-way.

ANALYSIS

In this section, an analysis of the reasonableness of the land use amendment request will be presented. Specifically, this analysis will address:

- The proposed amendment's impact on public facilities;
- The proposed amendment's consistency with the county's comprehensive plan;
- The proposed amendment's compatibility with the surrounding area; and
- The proposed amendment's potential impact on environmental quality.

Concurrency of Public Facilities

Both subject properties are located within the county Urban Service Area, an area deemed suited for urban scale development. The Comprehensive Plan establishes minimum development standards for: Transportation, Potable Water, Wastewater, Solid Waste, Stormwater Management and Recreation (Future Land Use Policy 3.1). The adequate provision of these services is necessary to ensure the continued quality of life enjoyed by the community. The Comprehensive Plan and Land Development Regulations (LDRs) require that new development be reviewed to ensure that the minimum acceptable standards for these services and facilities are maintained.

Policy 3.2 of the Future Land Use Element states that no development shall be approved unless it is consistent with the concurrency management system component of the Capital Improvements Element. For land use designation amendment requests, conditional concurrency review is required.
Conditional concurrency review examines the available capacity of each facility with respect to a proposed project. Since Comprehensive Plan amendment requests are not projects, county regulations call for the concurrency review to be based upon the most intense use of the subject property based upon the requested land use designation. For the PUB, Public land use designation, a variety of different land uses may be permitted.

Since there is no corresponding rezoning request associated with this proposed comprehensive plan amendment, the concurrency analysis for the two sites proposed for redesignation to PUB will be based on the intensity allowed by the zoning district for each property. With the exception of conservation districts, public and private utilities are permitted uses in all other zoning districts either with an administrative approval or as a special exception use. Subject property 1 is a developed site with an existing county facility. There are no plans to increase the density or intensity of use on this property. When subject property 2 is developed, it will be reviewed as a special exception use. Because the permitted uses will be the same under the current L-2 land use designation and the proposed PUB land use designation, these properties are exempt from the concurrency test.

When new development is proposed for subject property 2, a more detailed concurrency analysis will be conducted during the development approval process.

Consistency with Comprehensive Plan

Land use amendment requests are reviewed for consistency with all applicable policies of the comprehensive plan. As per section 800.07(1) of the county code, the "comprehensive plan may only be amended in such a way as to preserve the internal consistency of the plan pursuant to Section 163.3177(2), FS." Amendments must also show consistency with the overall designation of land use as depicted on the Future Land Use Map, which includes agricultural, residential, recreational, conservation, commercial and industrial land uses and their densities.

The goals, objectives and policies are the most important parts of the comprehensive plan. Policies are statements in the plan, which identify actions the county will take in order to direct the community's development. As courses of action committed to by the county, policies provide the basis for all county land development related decisions including plan amendment decisions. While all comprehensive plan objectives and policies are important, some have more applicability than others in reviewing plan amendment requests. Of particular applicability for this request are the following policies.

Future Land Use Element Policy 14.3

In evaluating a land use amendment request, the most important consideration is Future Land Use Element Policy 14.3. This policy requires that one of four criteria be met in order to approve a land use amendment request. These criteria are:

- The proposed amendment will correct a mistake in the approved plan;
- The proposed amendment will correct an oversight in the approved plan;
The proposed amendment is warranted based on a substantial change in circumstances affecting the subject property; or

The proposed amendment involves a swap or reconfiguration of land use designations at separate sites, and that swap or reconfiguration will not increase the overall land use density or intensity depicted on the Future Land Use Map.

This proposed land use amendment meets the policy's third criterion. Subject property 1 is an existing facility that is owned and operated by the county, while subject property 2 was recently acquired by the county for expansion of the adjacent existing facility. Since both properties are owned by the county, this constitutes a substantial change in circumstances warranting a redesignation to PUB, and meets the third criterion of Future Land Use Element Policy 143.

**Future Land Use Element Policy 1.28**

Future Land Use Element Policy 1.28 states that the PUB, Public Facilities, land use designation shall be applied to land used for public facilities and services. Since the use of the subject properties will be limited to public facilities and services, the request is consistent with Future Land Use Element Policy 1.28.

**Summary of Consistency with the Comprehensive Plan**

While the referenced policies are particularly applicable to this request, other Comprehensive Plan policies and objectives also have relevance. For that reason, staff evaluated the subject request for consistency with all applicable plan policies and objectives. Based upon that analysis, staff determined that the request is consistent with the Comprehensive Plan.

**Compatibility with the Surrounding Area**

**Subject Properties 1 & 2**

With the exception of conservation zoning districts, public facilities such as those found on subject property 1 and proposed for subject property 2 are allowed in all of the county's zoning districts. For this reason, it is not uncommon to find public facilities adjacent to any of the uses, including residential uses, which are allowed in the county zoning districts. In fact, the very nature of most public facilities requires that these facilities be located in proximity to residential uses to provide an efficient and cost-effective system for delivering services. Since subject property 1 contains an existing facility that will not be affected by the land use designation change, there will not be any compatibility issues associated with redesignating subject property 1.

Because established industrial uses already exist on properties to the north of subject property 2, changing subject property 2's land use designation to PUB will have no compatibility impacts with those industrial uses to the north. In fact, the PUB designation will probably be more compatible with the industrial uses adjacent to subject property 2 than the existing L-2 designation of the property.
For those reasons, continued use of existing facilities on subject property 1 and development on subject property 2 under the proposed PUB, Public, land use designation will be compatible with surrounding areas.

**Potential Impact on Environmental Quality**

**Subject Properties 1 & 2**

Because the uses will be the same for both of these properties, the environmental impact will remain the same. For these reasons, no significant adverse environmental impacts associated with this request are anticipated.

**CONCLUSION**

Based on the analysis, staff has determined that the requested land use designations are compatible with the surrounding area, consistent with the goals, objectives, and policies of the Comprehensive Plan, and are exempt from the applicable conditional concurrency test. Finally, the subject properties are located in areas deemed suitable for public/institutional uses. The request meets all applicable criteria. For these reasons, staff supports the request.

**RECOMMENDATION**

Based on the analysis, the Planning and Zoning Commission and staff recommend that the Board of County Commissioners transmit this request to change the land use designation for ±46.51 acres of county owned land from L-2, Low Density Residential-2, to PUB, Public, to the Department of Community Affairs for its review.

**ATTACHMENTS**

1. Summary Page 1 - Subject Property 1
2. Summary Page 2 - Subject Property 2
3. Land Use Designation Amendment Application
4. Excerpt from the minutes of September 14, 2006, Planning and Zoning Commission Meeting
5. Transmittal Resolution

F:\Community Developm\LONG RANG CompPlan Admin\2006 Comp Plan July 2006\Utilities 2006 BCC Transmittal Item.doc

Approved Agenda Item

By [Signature]

For October 24, 2006

Indian River Co. | Approved | Date |
---|---|---|
---|---|---|
---|---|---|
---|---|---|
---|---|---|
---|---|---|
GENERAL
Location: 650 feet north of 49th Street and west of Lateral "H" canal
Acreage: 12.46 acres
Existing Land Use Designations: L-2, Low-Density Residential-2 (up to 6 units/acre)
Requested Land Use Designation: PUB, Public
Existing Zoning: RMH-6, Residential Mobile Home District (up to 6 units/acre)
Existing Land Use: Central Regional Waste Water Treatment Facility
Proposed Zoning: No change

ADJACENT LAND
East: Vacant, undeveloped land; zoned RM-6, Multi-Family Residential District (up to 6 units/acre)
South: High Ridge Mobile Home Park; zoned RMH-6, Residential Mobile Home District (up to 6 units/acre)
West: Water Way Village; zoned PD, Planned Development
North: Water Way Village; zoned PD, Planned Development

INFRASTRUCTURE
Water is available to the subject property from North County Reverse Osmosis Plant; forced main sewer lines are available from Central Regional Waste Water Treatment Plant.

ENVIRONMENTAL CONSTRAINTS
None; Flood Zone X

PUBLIC NOTIFICATION

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| Staff Recommendation | Staff supports the request |

ATTACHMENT 1
SUMMARY PAGE 2
Subject Property #2

GENERAL
Location: 265 feet north of 49th Street and east of Lateral "F" canal
Acreage: 34.05 acres
Existing Land Use Designations: L-2, Low-Density Residential-2 (up to 6 units/acre)
Requested Land Use Designation: PUB, Public
Existing Zoning: RM-6, Multiple Family Residential District (up to 6 units/acre)
Existing Land Use: Vacant, undeveloped land
Proposed Zoning: No Change

ADJACENT LAND
East: RM-6, Multiple Family Residential District (up to 6 units/acre)
South: RM-6, Multiple Family Residential District (up to 6 units/acre)
West: Mobile homes, zoned RMH-6, Residential Mobile Home (up to 6 units/acre)
North: Commercial activity, zoned IG, General Industrial District

INFRASTRUCTURE
Water is available to the subject property from North County Reverse Osmosis Plant; forced main
sewer lines are available from Central Regional Waste Water Treatment Plant.

ENVIRONMENTAL CONSTRAINTS
None; flood Zone X

PUBLIC NOTIFICATION

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<th>BCC</th>
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<td>Gale Carmoney</td>
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Date Advertised: August 30, 2006 October 9, 2006

# of Surrounding Property Owner Notifications: 26

Date Non-notification: Sept. 5, 2006 October 9, 2006

Mailed: Date Sign Posted: Sept. 9, 2006 October 11, 2006

STAFF RECOMMENDATION
Staff supports the request
Planned Division accepts Land Use Designation Amendment applications only during the months of January and July of each year. Each application must be complete when submitted and must include all required attachments. An incomplete application will not be processed and will be returned to the applicant.

Assigned Project Number: LUDA: 2006070242 - 55031

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<td>Phone # (including area code):</td>
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<tr>
<td>Contact Person:</td>
<td>Michael C. Hotchkiss</td>
<td>Michael C. Hotchkiss</td>
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Signature of Owner or Agent: ____________________________

Property Information

Site Address: 3550 49th Street, Vero Beach, FL 32967


Other parcels (34.05 acres zoned RM-6) East of Lat/11 H Canal

Subdivision Name, Unit Number, Block and Lot Number (if applicable): N/A

Existing Land Use Designation: L-2
Existing Zoning District: RMH-6, RM-6

Requested Land Use Designation: PUD
Requested Zoning District: same

Total (gross) Acreage of Parcel: 12.46 + 34.05 = 46.5 acres
Acreage (net) to be Amended: 46.5 acres

Existing Use on Site: Wastewater Treatment / Sludge Processing Facility and Vacant land

Proposed Use on Site: Wastewater Treatment / Sludge Processing Facility and Wastewater Effluent Disposal (Rapid Infiltration Basins - RIBS), Reclaimed Water Storage Tanks, etc.

APPLICANT(S) MUST ATTEND A PRE-APPLICATION CONFERENCE WITH LONG-RANGE PLANNING SECTION STAFF PRIOR TO APPLYING.
Mr. Christopher AMENDED HIS MOTION. Mr. Chisholm AMENDED HIS SECOND, the members voted unanimously (5-0) to recommend the lots be no smaller than one acre; recommend staff review the perpetuity issue; staff review verbiage to encourage the contiguous open space; staff review verbiage to limit the types of recreational uses; and staff review verbiage to create requirements for the Best Management Practices by the developer.

Chairman Keys read the following into the record:

E. County Initiated: Request to change the land use designation for 12.46 acres located 650 feet north of 49th Street and west of Lateral "H" canal, and 34.4 acres located 265 feet north of 49th Street and east of Lateral "H" canal from L-2, Low Density Residential-2 (up to 6 units/acre), to PUB, Public. Board of County Commissioners, Owner. [LUDA 2006070242-55631] [Legislative]

Mr. Carmoney presented the information contained in his memorandum, a copy of which is on file in the Commission Office.

Chairman Keys opened the public hearing at 11:11 p.m. and since no one cared to speak, the public hearing was closed.

ON MOTION BY Mr. Hamner, SECONDED BY Mr. Chisholm, the members voted unanimously (5-0) to approve the request to change the land use designation as presented.

Commissioners Matters

Mr. Chisholm acknowledged Mr. Bruce in the audience and thanked him for his service on the P&Z.

Chairman Keys agreed with Mr. Swanson and felt the P&Z needed to do something to stop "staff slamming".
RESOLUTION NO. 2006-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, APPROVING THE TRANSMITTAL OF A PROPOSED INDIAN RIVER COUNTY COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS.

WHEREAS, the Board of County Commissioners adopted the Indian River County Comprehensive Plan on February 13, 1990, and

WHEREAS, the county received comprehensive plan amendment applications during its July 2006 amendment submittal window, and

WHEREAS, the Local Planning Agency held a public hearing on this comprehensive plan amendment request on September 14, 2006, after due public notice, and

WHEREAS, the Local Planning Agency made a recommendation to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of Indian River County held a Transmittal Public Hearing on October 24, 2006, after advertising pursuant to F.S. 163.3184(15)(b)(1), and

WHEREAS, the Board of County Commissioners announced at the transmittal public hearing its intention to hold and advertise a final public hearing at the adoption stage of the plan amendment process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA THAT:

1. The above recitals are ratified in their entirety.

2. The following proposed amendment is approved for transmittal to the State of Florida Department of Community Affairs:

Attachment 5
RESOLUTION NO. 2006--

AN ORDINANCE OF INDIAN RIVER COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE MAP BY CHANGING THE LAND USE DESIGNATION FOR APPROXIMATELY 12.46 ACRES LOCATED 650 FEET NORTH OF 49TH STREET AND WEST OF LATERAL "H" CANAL, AND APPROXIMATELY 34.05 ACRES LOCATED 265 FEET NORTH OF 49TH STREET AND EAST OF LATERAL "H" CANAL, FROM L-2, LOW DENSITY RESIDENTIAL-2 (UP TO 6 UNITS/ACRE), TO PUB, PUBLIC, AND PROVIDING CODIFICATION, SEVERABILITY, AND EFFECTIVE DATE.

3. The county does request that the Florida Department of Community Affairs review this comprehensive plan amendment.

The foregoing Resolution was offered by Commissioner ___________ and seconded by Commissioner ___________ and upon being put to a vote, the vote was as follows:

Arthur R. Neuberger, Chairman
Gary C. Wheeler, Vice Chairman
Thomas S. Lowther, Commissioner
Wesley S. Davis, Commissioner
Sandra L. Bowden, Commissioner

The Chairman thereupon declared the resolution duly passed and adopted at a public hearing held this 24th day of October 2006.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: ________________
Arthur R. Neuberger, Chairman

ATTEST: ________________
Jeffrey K. Barton, Clerk

Attachment 5
RESOLUTION NO. 2006---

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
William G. Collins II, County Attorney

APPROVED AS TO PLANNING MATTERS

[Signature]
Robert M. Keating, AICP
Community Development Director
TO: Joseph A. Baird, County Administrator  

DEPARTMENT HEAD CONCURRENCE

Robert M. Keating, AICP; Community Development Director

THROUGH: Sasan Rohani, AICP; Chief, Long-Range Planning

FROM: Gale Carmoney; Senior Planner, Long-Range Planning

DATE: October 10, 2006

RE: Quail Ridge of Vero Beach LLC's Request to Amend the text of the Comprehensive Plan's Future Land Use Element (CPTA 2006070243-55632)

It is requested that the following information be given formal consideration by the Board of County Commissioners at its regular meeting of October 24, 2006.

DESCRIPTION AND CONDITIONS

This is a request by Quail Ridge of Vero Beach LLC to amend the text of the comprehensive plan. Unlike the more typical comprehensive plan amendments which usually involve changes to the Future Land Use Plan Map, text amendments do not apply to specific properties in the county. Instead, text amendments involve changing overall county policies, thereby affecting all lands in the county or all lands in a certain class within the county.

While the Future Land Use Plan Map (FLUM) is the component of the comprehensive plan which establishes densities and use allowances for all properties in the unincorporated portion of the county, various comprehensive plan policies modify the FLUM's use and density allowances under certain conditions. For example, wetlands policies limit densities in estuarine wetlands areas and allow higher densities on adjacent properties through a transfer of development rights allowance. Similarly, comprehensive plan housing element policies allow density bonuses for affordable housing, whereby a property can obtain densities higher than those assigned to the property by the FLUM.

Although comprehensive plan policies affect FLUM designations throughout the unincorporated county, the agriculturally designated areas outside of the urban service area are probably must
affected by comprehensive plan policies. Not only do comprehensive plan policies provide various allowances for extension of water and sewer services outside of the urban service area (USA), policies in the plan also allow alternative types of development in agriculturally designated areas outside of the USA. The subject text amendment request involves modifying one of the plan’s policies that provides development allowances for agriculturally designated land outside of the USA.

Currently, the county’s comprehensive plan limits densities outside of the urban service area. While densities in the agricultural land use designations outside of the USA range from 1 unit per 5 acres to 1 unit per 20 acres, comprehensive plan policies allow development in those areas to occur in one of several different ways.

In the agriculturally designated areas outside of the USA, development can occur in the traditional manner, with projects having lots which meet the applicable zoning district’s minimum lot size requirement. In the A-I district, for example, a traditional development project would have lots a minimum of 5 acres in size. With a traditional type of development, the project would be approved as a standard subdivision or, if fewer than 20 lots, as an affidavit of exemption.

Besides traditional developments, current comprehensive plan policies also allow for new towns to be developed outside of the USA. New towns must be compact, self-contained projects with a mix of uses and traditional neighborhood design features located on large sites surrounded by agricultural or natural land greenbelts. Currently, new town policies are being evaluated and may significantly change in the future. Consequently, the new town allowance is effectively on hold at this time.

The final development alternative available in agriculturally designated areas is the agricultural planned development allowance. As structured, agricultural planned development rules are significantly different from planned development rules applicable to non-agriculturally designated areas. With agricultural planned developments, the intent of the current policy is to cluster development on a portion of a site, while preserving the remainder of the site for agricultural uses or as natural areas. The objective of allowing agricultural planned developments is to maintain agriculture, preserve natural areas, and retain rural character. Even if agricultural operations cannot be preserved in their current form, agricultural PDs developed under existing rules will at least maintain compatibility with adjacent agriculture, and provide large contiguous expanses of open space.

Within the comprehensive plan, future land use element policy 5.8 provides the criteria applicable to agricultural planned developments. That is the policy that the applicant proposes to amend. As it is currently structured, FLUE Policy 5.8 is written as follows:

**Policy 5.8:** All Planned Development (PD) projects approved in any agriculturally designated area shall meet the following criteria:
• The density of the project shall not exceed the maximum density of the underlying land use designation; no density transfers from off-site lands, and no density bonuses shall be permitted within PD projects in agriculturally designated areas;

• Residential lots created through the PD process shall not exceed one acre in size, with the remainder of the area designated as open space; all residential lots must be clustered together to limit the impact of development on agricultural lands. Clustered means grouped together in a compact, contiguous manner.

• The open space area must be under the ownership of a single entity and maintained as open space, in perpetuity, through a conservation and/or agricultural preservation easement.

• Open space areas shall be retained as natural areas or used for agricultural uses; however, up to thirty percent of the open space area may be used for recreational purposes in AG-1 areas; up to twenty-five percent of the open space area may be used for recreational purposes in AG-2 areas and up to twenty percent of the open space area may be used for recreational purposes in AG-3 areas. Golf courses shall not be permitted as part of Agricultural PDs.

It is the applicant’s position is that the current FLUE Policy 5.8 does not allow enough creative options for developing projects in the agriculturally designated lands outside of the county’s USA. According to the applicant, his proposed changes to Policy 5.8 can preserve agriculture and can maintain low density development, while allowing larger parcels dispersed throughout a golf course community in agriculturally designated areas. Presently, golf courses are not allowed in Agricultural PDs and cannot count toward agricultural PD density.

The applicant’s proposed FLUE Policy 5.8 is as follows:

**Policy 5.8:** All Planned Development (PD) projects approved in any agriculturally designated area shall meet the following criteria:

• The density of the project shall not exceed the maximum density of the underlying land use designation; no density transfers from off-site lands, and no density bonuses shall be permitted within PD projects in agriculturally designated areas [no change];

• Residential lots created through the PD process shall allow for a diversity of lot sizes, with the remainder of the area designated as open space [significant change].

• The open space area must be under the control of a single entity and maintained in perpetuity, through an open space, recreation, conservation and/or agricultural preservation easement(s) [minor change].

• Agricultural PDs shall implement Best Management Practices [significant change/replacement].
PAST ACTIONS

This Comprehensive Plan Text Amendment (CPTA) request was submitted during the July 2006 submittal window for comprehensive plan amendments.

On September 14, 2006, the Planning and Zoning Commission (PZC) reviewed the proposed amendment. During the public hearing, there was significant discussion, after which a motion was made to recommend that the Board of County Commissioners approve the applicant’s proposed amendment with modifications to the applicant’s proposed revised Policy 5.8 addressing five main points: limitations on lot size; perpetuity of easements; language regarding contiguous open space; limits on types of recreational uses; and requirements for Best Management Practices. The PZC directed staff to incorporate those five points in a new revised Policy 5.8, and then voted 5 to 0 to recommend that the Board of County Commissioners approve the proposed amendment with revisions to be prepared by staff.

Consistent with the PZC’s directive, staff reviewed the approved PZC minutes for the September 14, 2006 meeting and drafted a revised FT UF Policy 5.8 to reflect the substance of the PZC motion. As structured, the PZC revised Policy 5.8 serves as an alternative to the applicant’s proposal. The PZC revised Policy 5.8 reads as follows:

Policy 5.8: All Planned Development (PD) projects approved in any agriculturally designated area shall meet the following criteria:

- The density of the project shall not exceed the maximum density of the underlying land use designation; no density transfers from off-site lands and no density bonuses shall be permitted within PD projects in agriculturally designated areas.

- Residential lots created through the PD process shall, allow for a diversity of lot sizes. not be less than 1 unit/acre, with the remainder of the area designated as open space.

- The Common open space areas shall must be provided in a contiguous area and be established under the control of a single entity and maintained in perpetuity through an open space, recreation, conservation, and/or agricultural preservation easements. The easements shall be dedicated to the project property owners association and shall grant a right of enforcement to Indian River County and another appropriate government or non-profit third party such as the Audubon Society.

- In lieu of open space easements, open space areas may be deeded to Indian River County for conservation or public recreation purposes. In such cases, an easement similar to that referenced above shall be created to an appropriate third party beneficiary to ensure that the areas will remain open space in perpetuity.

- Agricultural PD The project design shall incorporate and implement Best Management
Practices (BMP). To ensure that BMP's are implemented, a site operation and maintenance plan shall be submitted to and approved by the county. The plan shall be incorporated in the project's homeowner association's covenants and enforcement right granted to Indian River County.

- All recreational amenities shall be depicted on the PD plan; no recreational uses that could constitute a nuisance to adjacent properties shall be permitted.

ANALYSIS

Because the Planning and Zoning Commission recommended that the Board of County Commissioners modify Policy 5.8 different from the changes requested by the applicant, there are now three alternatives for the Board to consider. One is current Policy 5.8 with no changes; another is the applicant's proposed revised Policy 5.8; the third is the Planning and Zoning Commission's proposed revised Policy 5.8. The attached chart illustrates the differences among the three alternatives.

- Applicant's Proposal

As proposed, the applicant's changes to FLUE Policy 5.8 will lessen the potential for agricultural preservation, reduce natural area protection, promote development outside of the urban service area, encourage rural sprawl, allow golf courses outside of the USA to count toward (increased) density, and degrade the rural character of the county. Instead of providing an incentive for agricultural and natural lands preservation as current FLUE Policy 5.8 does, the proposed changes would provide an incentive for residential development in rural areas.

Although the applicant's proposed changes require open space in an agricultural PD to be maintained as open space, recreation, conservation or agriculture, there is no minimum open space requirement. Because lots created through the PD may be a "diversity of sizes", all of the project area may be consumed by lots, with no common open space remaining. Even if open space is provided, the proposed changes allow the open space to be developed as a golf course. In contrast to the proposed changes, current FLUE Policy 5.8 requires that agricultural PD's provide a significant amount of open space. Since the current policy limits lots to a maximum of 1 acre in size while retaining a 1 unit per 5 acre density in AG-1 areas, the current policy ensures that 80% of the entire PD area (less land used for roads) will be designated as common open space. The current policy does not allow that open space to be used for a golf course, but the proposed changes would.
## COMPARISON OF ALTERNATIVES

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</tr>
<tr>
<td></td>
<td>95% in AG-3</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Golf Courses Allowed in Open Space Areas</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>Recreation Area Restrictions</td>
<td>Maximum of 30%</td>
<td>None</td>
<td>No Nuisance Type of Recreational Uses, Open Space Must be Contiguous</td>
</tr>
<tr>
<td>Best Management Practices Required</td>
<td>No</td>
<td>Yes-No specific language proposed</td>
<td>Yes-BMP Operation &amp; Maintenance Plan Required</td>
</tr>
<tr>
<td>Specific Perpetuity Language</td>
<td>No</td>
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</tr>
</tbody>
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*A Minimum common open space in current Policy 5.8 is total area less clustered lot area.

More importantly, the proposed amendment to FLUE Policy 5.8 would eliminate incentives to maintain agriculture and to preserve natural areas as policy 5.8 currently does. The proposed policy 5.8 changes would eliminate those agricultural and natural area preservation incentives in three ways. These are:
First, the proposed changes to FLUE Policy 5.8 would allow lots of any size to be created in agricultural PD's. This makes residential development outside of the USA easier, because the revised policy would allow more marketable 2 and 3 acre lots to be created and sold, in contrast to the 5 acre lot size minimum applicable to standard A-1 development and the clustered one acre maximum lot sizes required in agricultural PD's by current policy 5.8. Because lots in Agricultural PD's would not need to be a maximum of 1 acre in size with the remainder of the site retained as common open space, the proposed changes would not require that almost 80% of an agricultural PD be used for agricultural/natural area preservation. In fact, the applicant's proposal does not require that any common open space be created in an agricultural PD.

Second, the proposed changes to FLUE Policy 5.8 would allow any open space that might be created through an agricultural PD to be used for a golf course or other recreation uses. Because the proposed 5.8 changes would not require any agricultural or natural area preservation, the agricultural PD allowance would no longer be an incentive for agricultural/natural area preservation.

Finally, the proposed changes to FLUE Policy 5.8 would retain a major benefit to agricultural PD's that is in place to incentivize agricultural/natural lands preservation. That incentive is an allowance for agricultural PD's to obtain water and sewer service even though agricultural PD's, by definition, are outside of the USA. Currently, FLUE Policy 6.1 allows for the extension of water and sewer to agricultural PD's outside the Urban Service Area because agricultural PD's currently provide an incentive for agricultural/natural area preservation. With the proposed changes, agricultural PD's will get water and sewer benefits without providing agricultural/natural area preservation.

As proposed, the changes to FLUE Policy 5.8 will also result in rural sprawl and density credit for golf courses. According to the Comprehensive Plan's Future Land Use Element, sprawl is defined as "scattered, untimely, poorly planned development that occurs in urban fringes and rural areas and frequently invades lands important for environmental protection, natural resource protection, and agricultural production." Generally, sprawl creates negative consequences, which "include the increased cost of public services and facilities, loss of valuable agricultural and open natural land and the possibility of negative environmental impacts." As proposed, the changes to FLUE Policy 5.8 would allow lots smaller than the A-1 zoning district's minimum 5 acre size without clustering of the lots and without preserving agricultural and natural areas. Coupled with an allowance for agricultural PD open space to be developed as a golf course, the proposed FLUE Policy 5.8 changes will produce more of an urban look in agricultural PD's which will degrade rural character, encourage rural sprawl, and result in a development pattern that is less efficient to serve and maintain.
Planning and Zoning Commission's Proposal

As indicated above, the Planning and Zoning Commission neither accepted nor rejected the applicant's proposal. Instead, the Planning and Zoning Commission modified the applicant's proposal and recommended that the Board of County Commissioners adopt the Planning and Zoning Commission's revised Policy 5.8.

As structured, the Planning and Zoning Commission's revised Policy 5.8 proposal retains most of the applicant's proposed changes to the current wording of Policy 5.8. As with the applicant's request, the Planning and Zoning Commission's proposal eliminates several requirements of current Policy 5.8, including a maximum lot size requirement, mandatory clustering of lots, prohibition of golf courses, and restriction of open space uses. As such, the above analysis of the applicant's proposal also applies to the Planning and Zoning Commission proposal.

One difference between the Planning and Zoning Commission's proposal and both the current policy and the applicant's proposal is that the Planning and Zoning Commission's proposal sets a minimum lot size of one acre. By establishing a minimum lot size, the Planning and Zoning Commission limits an Ag PD applicant's flexibility to cluster lots and preserve agricultural uses and natural areas if the PD applicant is so inclined. Consequently, the Planning and Zoning Commission's proposal is even less consistent with current Policy 5.8 than the applicant's proposal.

Summary of Proposals

The principal difference between current Policy 5.8 and both the applicant's and the Planning and Zoning Commission's proposals is that the current policy is structured to accomplish county objectives to preserve agriculture and natural areas as well as to maintain rural character, while neither the applicant's proposal nor the Planning and Zoning Commission's proposal are designed to require such outcomes. On the other hand, both the applicant's and Planning and Zoning Commission's proposals require that Best Management Practices (BMPs) be employed in AG PDs. While requiring use of BMPs is appropriate, that requirement should not be limited to Ag PDs. Consequently, the county should require that all development employ BMPs.

Consistency With The Comprehensive Plan

Staff reviews each comprehensive plan amendment request for consistency with all applicable policies of the comprehensive plan. As per Section 800.07(1) of the county code, the "comprehensive plan may only be amended in such a way as to preserve the internal consistency of the plan pursuant to Section 163.3177(2) F.S."

The goals, objectives and policies are the most important parts of the comprehensive plan. Policies are statements in the plan which identify the actions which the county will take in order to direct the community's development. As courses of action committed to by the county, policies provide the basis for all county land development related decisions including plan amendment decisions. While
all comprehensive plan policies are important, some have more applicability than others in reviewing plan amendment requests. Of particular applicability to this proposed amendment are the following policies.

- **Future Land Use Element Policy 14.3**

In evaluating any comprehensive plan text amendment request, the most important consideration is Future Land Use Element Policy 14.3. This policy requires that at least one of four criteria be met in order to approve a comprehensive plan text amendment. These criteria are:

- The proposed amendment will correct a mistake in the approved plan;
- The proposed amendment will correct an oversight in the approved plan;
- The proposed amendment is warranted based on a substantial change in circumstances affecting the subject property; or
- The proposed amendment involves a swap or reconfiguration of land use designations at separate sites and that swap or reconfiguration will not increase the overall land use density or intensity depicted on the Future Land Use Map.

Staff's position is that the proposed amendment request does not meet any of the criteria of Future Land Use Element Policy 14.3.

For that reason, the proposed amendment is inconsistent with Future Land Use Element Policy 14.3.

- **Future Land Use Element Objective 6**

Future Land Use Element Objective 6 states that, despite the challenges and changes to the citrus industry, the county will retain agricultural lands for active agricultural operations. With the proposed changes to FLU: 5.8, there will be no incentive for developers to preserve agriculture through agricultural PD's. In fact, these changes will have the opposite effect, encouraging development in agricultural areas without preserving agriculture and farm sized open space areas, or natural systems. For these reasons, the proposed amendment is inconsistent with Future Land Use Element Objective 6

- **Future Land Use Element Policy 6.2 and Land Development Regulation 911.14**

Future Land Use Element Policy 6.2 states that, in order for the County to protect and conserve agriculturally designated lands, Indian River County shall maintain its development regulations which control the division and development of agriculturally designated lands.
Land Development Regulation 911.14 (1)(c) states that the purpose and intent of a planned development is to reduce energy costs through a more efficient land use design and a smaller network of utilities and streets. Additionally, LDR 911.14 (1)(f) states that purpose and intent of a planned development is to encourage an increase in the amount and use of open space area by promoting a more economical and concentrated use of building area.

If approved, the requested amendment would create larger residential lots and randomly disperse these lots throughout a golf course community, thereby thoroughly undermining the intent and purpose of the above policy and land development regulations.

For these reasons, the request is inconsistent with Future Land Use Element Policy 6.2. and Land Development Regulation 911.14.

- Committee For a Sustainable Treasure Coast

As proposed, the changes to FLUE Policy 5.8 conflict with the final report of the Committee For a Sustainable Treasure Coast. In section IV Retaining Rural Lands of that report, action steps "a" and "c" under Principle I apply to this proposed text amendment. While action step "a" indicates that rural land should be retained by "use of innovative tools, including, but not limited to... clustering, and open space requirements," action step "c" states that "Comprehensive plans and land development regulations should include incentives and requirements for preservation of rural lands." Since the proposed amendment eliminates the open space requirement of FLUE Policy 5.8, and eliminates the agricultural/natural area preservation requirement of FLUE Policy 5.8, the proposed text amendment is inconsistent with the Committee For a Sustainable Treasure Coast report.

- Consistency Summary

As part of its consistency analysis, staff compared the proposed request to all applicable objectives and policies in the plan and found specific conflicts with Future Land Use Element Objective 6 and Policies 14.3, and 6.2. Staff also found conflicts between the proposed amendment and LDR sections 911.14 (1)(c) and 911.14 (1)(f), as well as between the proposed amendment and the final report of the Committee for a Sustainable Treasure Coast. Therefore, the request is not consistent with the comprehensive plan.

Alternatives

The Board of County Commissioners now has 5 alternatives regarding this comprehensive plan text amendment.

Besides the three alternatives discussed above (retaining current Policy 5.8, adopting the applicant’s proposal, or adopting the Planning and Zoning Commission’s proposal), there are two other options. One is to retain current Policy 5.8, but add two components of the Planning and Zoning Commission’s proposal that have merit. These are a requirement that AG PDs apply Best
Management Practices (BMPs) and a requirement that AG PDs establish easements ensuring that open space is maintained in perpetuity. The other option is to delete Policy 5.8 and allow PDs in the agricultural areas to comply with the same rules applicable to PDs in non-agricultural areas.

With the option of retaining current Policy 5.8 and adding BMP and perpetuity language requirements to the policy, there would still be an incentive for preserving agriculture and natural areas. In addition, the policy would be strengthened by requiring that BMP's be employed in AG PDs and by requiring that perpetuity language be included in open space easements. Eventually, the county should require that BMPs apply to all development. Until the comprehensive plan is amended to require that, however, adding the BMP requirement to Policy 5.8 is beneficial, and this option is preferred.

The final option is to delete Policy 5.8 and treat AG PDs in the same manner as non-agricultural PDs. This option recognizes that, without incentivizing agricultural preservation, natural area protection, and maintenance of rural character, there is no reason to have special PD requirements applicable solely to agricultural areas. As such, this option is consistent with the applicant's proposal and the Planning and Zoning Commission's proposal in that it allows development flexibility (no maximum lot size and no required clustering) and golf course uses in AG PDs. Unlike the applicant's and Planning and Zoning Commission's proposal, this option would not impose restrictions on AG PDs that do not further major county objectives.

The five alternatives are as follows:

1. To deny the applicant’s request and retain Future Land Use Element Policy 5.8 as currently written. (Attachment 2)

2. To retain the current Future Land Use Element Policy 5.8 with changes to add Best Management Practices (BMPs) and new perpetuity language. (Attachment 7)

3. To approve the applicant’s request as submitted. (Attachment 3)

4. To approve the applicant’s request as revised per the Planning and Zoning Commission recommendations. (Attachment 6)

5. To delete Future Land Use Element Policy 5.8 and allow Planned Developments in agricultural areas with the same rules applicable to PDs in non-agricultural areas.

Staff recommends Alternative number 2.

CONCLUSION

The applicant’s proposed amendment request does not meet any of the comprehensive plan’s criteria to warrant a text amendment. Furthermore, the proposed text amendment to the Future Land Use
Element would undermine the purposes of the policy that would be amended. For these reasons, staff does not support the request.

RECOMMENDATION

Based on the analysis, staff recommends that the Board of County Commissioners deny the applicant’s request to amend Future Land Use Element Policy 5.8. Instead, staff recommends that the Board retain current Future Land Use Element Policy 5.8, but add provisions to the policy requiring use of Best Management Practices and requiring perpetuity language be incorporated in open space easements, and staff recommends that the Board direct staff to transmit that amendment to the Department of Community Affairs for review.

ATTACHMENTS

1. Comprehensive Plan Text Amendment Application
2. County’s Current Future Land Use Element Policy 5.8
3. Applicant’s Proposed Future Land Use Element Policy 5.8
4. Excerpt from Committee For a Sustainable Treasure Coast Final Report
5. Excerpt from the approved minutes for the September 14, 2006 Planning and Zoning Commission meeting
6. Applicant’s proposed Future Land Use Element Policy 5.8 modified per Planning and Zoning Commission recommendations
7. Staff’s revisions to Future Land Use Element Policy 5.8 incorporating a portion of the Planning and Zoning Commission’s recommendations
8. Transmittal Resolution

Approved Agenda Item

By: [Signature]
For: October 24, 2006
APPLICATION FORM
COMPREHENSIVE PLAN TEXT AMENDMENT (CPTA)
INDIAN RIVER COUNTY

Planning Division accepts Comprehensive Plan Text Amendment applications only during the months of January and July of each year. Each application must be complete when submitted and must include all required attachments. An incomplete application will not be processed and will be returned to the applicant.

Assigned Project Number: CPTA - 2006070243 - 55432

<table>
<thead>
<tr>
<th>Name</th>
<th>Current Owner/Applicant</th>
<th>Agent</th>
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<tr>
<td></td>
<td>Quail Ridge of Vero Beach, LLC</td>
<td>Knight, McGuire &amp; Associates, Inc.</td>
</tr>
<tr>
<td>Name</td>
<td>Complete Mailing Address:</td>
<td>Phone # (including area code)</td>
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<tr>
<td></td>
<td>2020 SE Old Dixie Hwy Suite 4</td>
<td>772-563-0307</td>
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<tr>
<td></td>
<td>Vero Beach, FL 32962</td>
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<tr>
<td>E-Mail:</td>
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<td>Signature of Owner or Agent:</td>
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<tr>
<td>Stephen T. Smith</td>
<td>Stephen T. Smith, Managing Member, Quail Ridge of Vero Beach, LLC</td>
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</tr>
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</table>

Please attach the following items to this application. Do not ignore any of the following items. Indicate "N/A" if an item is not applicable.

1. What is the proposed amendment's citation in the Comprehensive Plan? Include the element or subelement, page number, and if applicable, the objective and policy number(s).
2. What is the exact language proposed to be added and/or deleted from the plan?
3. What is the purpose of the request?
4. What is the justification for the request?
5. Provide an analysis of the proposed amendment's consistency with all applicable goals, objectives, and policies of the comprehensive plan.
6. Provide an analysis of the proposed amendment's impact on public facilities and services.
7. Provide an analysis of the proposed amendment's environmental impacts.
8. Provide a check, money order or cash in the amount of $2,600.00, made payable to Indian River County.

THE APPLICANT MUST ATTEND A PRE-APPLICATION CONFERENCE WITH LONGRANGE PLANNING SECTION STAFF PRIOR TO APPLYING.
1. What is the proposed amendment's citation in the Comprehensive Plan? Include the element or subelement, page number, and if applicable, the objective and policy number(s).

This application proposes to amend Policy 5.8 of Objective 5 of the Future Land Use Element, found on page 87.1 of Chapter 2 of the Indian River County Comprehensive Plan, Amended Supplement Number 7.

Policy 5.8 currently reads:
All Planned Development (PD) projects approved in any agriculturally designated area shall meet the following criteria:

The density of the project shall not exceed the maximum density of the underlying land use designation; no density transfers from off-site lands, and no density bonuses shall be permitted within PD projects in agriculturally designated areas;

Residential lots created through the PD process shall not exceed one acre in size, with the remainder of the area designated as open space; all residential lots must be clustered together to limit the impact of development of agricultural lands. Clustered means grouped together in a compact, contiguous manner.

The open space area must be under the ownership of a single entity and maintained as open space in perpetuity, through a conservation and/or agricultural preservation easement.

Open space areas shall be retained as natural areas or used for agricultural uses, however, up to thirty percent of the open space area may be used for recreational purposes in AG-1 area; up to twenty-five percent of the open space area may be used for recreational purposes in AG-2 areas and up to twenty percent of the open space may be used for recreational purposes in AG-3 areas. Golf courses shall not be permitted as part of Agricultural PDs.

2. What is the exact language proposed to be added and/or deleted from the plan?

This application proposes to amend Policy 5.8 to read as follows:

All Planned Development (PD) projects approved in any agriculturally designated area shall meet the following criteria:
The density of the project shall not exceed the maximum density of the underlying land use designation; no density transfers from off-site lands, and no density bonuses shall be permitted within PD projects in agriculturally designated areas;

Residential lots created through the PD process shall allow for a diversity of lot sizes, with the remainder of the area designated as permanent open space.

The open space area must be under the control of a single entity and maintained in perpetuity, through an open space, recreation, conservation and/or agricultural preservation easement(s).

Agricultural PDs shall implement Best Management Practices.

3. **What is the purpose of the request?**

The purpose of this request is to:

- Permanently preserve very low residential densities in all Agricultural PDs;
- Encourage creative design options that result in superior very low density residential plans that maximize permanently protected open spaces;
- Allow larger and diverse lot sizes;
- Create substantial areas of permanent open spaces;
- Eliminate the conflicting restriction that prohibits golf courses in Agricultural PDs;
- Eliminate conflicting restrictions on recreational open space;
- Require the use of Best Management Practices for all Agricultural PDs.

4. **What is the justification for the request?**

By allowing larger lots and a diversity of lot sizes and open space uses, and permanently maintaining very low residential densities, the county will benefit from the superior planned communities that implement better environmental controls.

Planned development of agriculturally designated lands when coupled with onsite best management practices will restore, enhance, and preserve open space functions and values in perpetuity. This revision will remove the potential for future infill development within previously approved Agricultural PDs. Currently,
Section 911.14 of the County's Land Development Regulations allows for "an increase in the land use plan density".

The Agricultural districts were established to implement the policies of the Indian River County Comprehensive plan for managing land that is not part of the designated urban service area of the county, by providing areas suitable for agriculture, silviculture, recreation, and the conservation and management of open space, vegetative cover, natural systems, aquifer recharge areas, wildlife areas and scenic areas. These districts are also intended to provide opportunities for residential uses at very low densities. These districts are further intended to permit activities which require non-urban locations and do not detrimentally impact lands devoted to rural and agricultural activities.

Open space is defined as green area, natural or landscaped such as golf courses, equestrian facilities or any other recreational use that is similarly defined. Any recreational open space use that is permitted as an individual land use in any of the Agricultural districts should be considered as open space and permitted as part of an Agricultural PD.

Currently, golf courses and country clubs are permitted by Administrative Permit in all Agricultural districts, except when part of an Agricultural PD. This proposal will restore consistency with Indian River County's Comprehensive Plan Future Land Use Policy 1.10 that specifically permits Recreational Uses.

5. Provide an analysis of the proposed amendment's consistency with all applicable goals, objectives, and policies of the comprehensive plan.

The proposed amendment is consistent with the applicable goals, objectives, and policies of the Indian River County Comprehensive Plan and specifically supports and promotes the purposes of the following goals, objectives, and policies:

Future Land Use Element Goal:
Land development in Indian River County will occur in an orderly and controlled manner which ensures balanced growth that optimizes the potential for economic development, provides for the efficient use of facilities and services and ensures the protection of the county's rich and varied environmental resources.

The proposed amendment will provide added protection to the County's environmental resources.
Future Land Use Element Policy 1.9:
The Agricultural Land Use designations shall be applied to those areas of the county that have been traditionally used for agricultural purposes and are sufficiently removed from urban areas. The Agricultural Land Use categories will ensure the continuation of the agricultural industry, protect agricultural lands from urban encroachment, and provide valuable green and open space.

The proposed amendment continues to protect agricultural lands from urban encroachment and provides for design flexibility leading to large and permanently protected open spaces.

Future Land Use Element Policy 1.10:
Recreational uses are permitted development of agriculturally designated lands.

The proposed amendment eliminates the conflicting restrictions on recreational open space.

Future Land Use Element Objective 5 - Diversity of Development
Indian River County will have a diverse mix of land uses, development patterns, housing densities, and housing types. By 2010, thirty percent of the County's housing units will be in multiple-family or traditional neighborhood design projects.

The proposed amendment maintains the established very low densities of agricultural lands.

Future Land Use Element Policy 5.4:
Indian River County's LDRs shall contain a special Planned Development zoning district. That district shall be designated as an overlay on the County Zoning Atlas. The PD zoning district is intended to provide for the development of projects which require flexibility in order to maximize open space and conserve natural features, provide alternative designs, incorporate recreational facilities, and incorporate a mix of land uses.
The proposed amendment provides for the development of projects which will require flexibility in order to maximize open space and conserve natural features, provides alternative designs, incorporate recreational facilities, and incorporate a mix of land uses.

**Future Land Use Element Policy 5.6:**
PDs shall be permitted throughout the county, without amendment of the future land use map, provided the proposed development is shown to be consistent with the goals, objectives and policies of the Comprehensive Plan. PDs shall be consistent with the maximum density permitted by the future land use map unless density bonuses are permitted consistent with the Future Land Use Element Policy 5.7.

The proposed amendment maintains established very low residential densities while maximizing permanently preserved open space.

6. **Provide an analysis of the proposed amendment's impact on public facilities and services.**

The proposed amendment will permanently maintain very low residential densities of all future Agricultural PDs; there will be no increase or transfer of residential densities permitted. The proposed amendment will neither create nor increase the demands on public facilities and services that are presently projected by the Indian River County Comprehensive Plan.

There will be no increase on public water and waste-water facilities since private wells and septic systems will service Agricultural PD projects. A decrease in private well water consumption is expected to accompany the conversion of agricultural land use to low density residential land use, and this could have a significant positive effect on overall Floridan aquifer withdrawals.

All Agricultural PDs will include internal paved roads. Paving of certain existing unpaved roads will be concurrent with Agriculture PD improvements, and will reduce maintenance expenses and potential environmentally damaging run-off associated with such unpaved roads.

7. **Provide an analysis of the proposed amendment’s environmental impacts.**
Through the use of Best Management Practices (BMPs) the proposed amendment will restore, enhance and permanently preserve functions and open space values while minimizing developmental impacts.

Using BMPs will provide for unified control of pesticides, herbicides, fertilization and irrigation. The implementation of a program using BMPs will enable restoration of fallow agricultural sites, meet or exceed existing standards for water quality treatment, and eliminate sediment run-off associated with previously unpaved roads.

Presently, the use of BMPs is voluntary for agricultural operations, the proposed amendment, however, will require the use of BMPs throughout the site. Thus reducing the amount of pollution generated by nonpoint sources to a level compatible with environmental quality goals.
Policy 5.8: All Planned Development (PD) projects approved in any agriculturally designated area shall meet the following criteria:

The density of the project shall not exceed the maximum density of the underlying land use designation; no density transfers from off-site lands, and no density bonuses shall be permitted within PD projects in agriculturally designated areas;

Residential lots created through the PD process shall not exceed one acre in size, with the remainder of the area designated as open space; all residential lots must be clustered together to limit the impact of development on agricultural lands. Clustered means grouped together in a compact, contiguous manner.

The open space area must be under the ownership of a single entity and maintained as open space, in perpetuity, through a conservation and/or agricultural preservation easement.

Open space areas shall be retained as natural areas or used for agricultural uses; however, up to thirty percent of the open space area may be used for recreational purposes in AG-1 areas; up to twenty-five percent of the open space area may be used for recreational purposes in AG-2 areas and up to twenty percent of the open space area may be used for recreational purposes in AG-3 areas. Golf Courses shall not be permitted as part of Agricultural PDs.
Applicant's Proposed Amendment to Future Land Use Element Policy 5.8

Policy 5.8: All Planned Development (PD) projects approved in any agriculturally designated area shall meet the following criteria:

- The density of the project shall not exceed the maximum density of the underlying land use designation, no density transfers from off-site lands, and no density bonuses shall be permitted within PD projects in agriculturally designated areas;

- Residential lots created through the PD process shall allow for a diversity of lot sizes, with the remainder of the area designated as open space.

- The open space area must be under the control of a single entity and maintained in perpetuity, through an open space, recreation, conservation and/or agricultural preservation easement(s).

- Agricultural PDs shall implement Best Management Practices.
C. PRINCIPLES AND ACTION STEPS

Principle 1

A combination of tools and strategies work effectively to retain a functional, connected network of rural lands (open space, agriculture, and natural areas).

Agricultural and open space benefits to natural system restoration and CERP:

- Attenuation of stormwater
- Provision of wildlife habitat
- Protection or connection of environmentally sensitive or important lands
- Protection and enhancement of water supply
- Re-establishment of historic north-south movement of water
- The potential for carbon sequestration and carbon trading

The large amount of growth expected over the coming decades presents opportunities as well as challenges for the retention of rural lands. A variety of financial and planning tools exist or can be developed to ensure that new development contributes directly or indirectly to the retention and enhancement of rural lands. The services and benefits provided by rural lands provide an additional opportunity to develop new tools and programs that can contribute to rural lands retention.

Efforts to retain rural lands should include incentive-based approaches, acquisition, and regulations that preserve existing land values and protect private property rights. The protection offered by strategies to retain rural lands must be durable over time, sufficient to survive future development pressures, and result in the retention of a rural landscape in perpetuity.

Action Steps

a. Fund the retention of some rural lands (including open space and natural lands), in perpetuity, with resources provided by new development through the use of innovative tools, including but not limited to, Transfer of Development Rights programs, Rural Lands Stewardship programs, clustering, and open space requirements.

b. Develop innovative partnerships between urban areas, local and regional governmental entities, and rural landowners that take advantage of the services and benefits that rural lands can provide to urban areas and the region as a whole. Examples might include compensating rural landowners for wastewater/storm water disposal or user fees for recreation on private rural lands.

c. Comprehensive plans and land development regulations should include incentives and requirements for preservation of revenues provided by new development can be used to fund the retention of rural lands.
rural lands. These incentives and requirements should be incorporated in land development codes that provide visual representations and illustrations of the spatial designs that maximize the desired relationship between development and open space, agricultural lands, or natural lands in rural areas and establish parameters for allowable uses based on the physical form of development.

d. Develop strategies, programs, and activities that foster new, stronger, and more direct relationships between urban and rural leaders and residents (through Community Stewardship Organizations (CSOs), for example).

e. Establish an on-going stakeholder group to advocate for and evaluate implementation of these recommendations and to refine them further.

f. Establish acreage targets for the preservation of rural lands.

**Principle 2**

**Rural lands retention supports natural systems restoration.**

Rural lands, and especially agricultural lands, have the potential to enhance the functioning of natural systems in many ways. These include attenuation of stormwater flowing to water bodies, provision of habitat for threatened and endangered species, protection and connection of environmentally sensitive or important lands, protection and enhancement of water supply, and, potentially, carbon sequestration and the possibility of carbon credit trading.

Agriculture and open space that increase stormwater attenuation contribute to the achievement of CERP goals and support reestablishment of historic north-south movement of water that enhances restoration efforts.

Natural areas and habitat, undisturbed and impacted, uplands, and wetlands are steadily being lost in the Treasure Coast. Public purchases will preserve some natural areas. Additional habitat can be preserved, restored, or recreated through rural lands retention strategies or as part of open space management plans associated with new development.

Currently, urban and agricultural water users and natural systems compete for water supplies. Integrated planning and management of these three primary uses can allow water re-use, treatment, and supplementation that can significantly reduce the total amount of water necessary to supply all users and improve water quality. Urban wastewater can be treated by agricultural crop production and the clean water made available for restoration of receiving bodies.
Chairman Keys read the following into the record:

D. **Quail Ridge of Vero Beach, LLC**: Request to amend the text of the Comprehensive Plan's Future Land Use Element. [CPTA 2006070243-55632] [Legislative]

Mr. Carmoney presented the information contained in his memorandum, a copy of which is on file in the Commission Office.

A lengthy discussion ensued regarding the history of the allowable uses under the zoning for the property.

Mr. Christopher disagreed with Mr. Keating on his policies because he felt because of Mr. Keating's objections, he was prevented from actively involving himself in this proposal. He continued the emphasis on agricultural land was ironic compared to all the other rezonings being granted. Mr. Christopher opined what was more critical when dealing with agriculture was economics, and from reports given by those in agriculture, it was getting harder to make a profit.

Mr. Keating addressed Mr. Christopher's comments stating the rezoning of agricultural land made reference to was inside the Urban Service Area and according to the Comprehensive Plan (Plan); that was where the development should take place. He pointed out the policy currently in place was structured to provide incentives, and the incentives were if the property had natural area, the open space could be conserved as natural area or it could be for agricultural use, pasture land or larger areas that could accommodate agricultural uses in the future. Mr. Keating stressed the area outside the Urban Service Area was supposed to have rural character and the Plan provided incentives to developers to keep that character.

Mr. Christopher felt staff should encourage what was being proposed and Mr. Keating responded if the BCC wanted to encourage urban sprawl, they should approve this proposal.

Mr. Hamner asked what was considered open space. Mr. Keating replied if the area for roads did not have to be considered, 80% of the area would be open space to be used for agricultural or natural areas. He added 30% could be used for recreation according to the current policy.
Mr. Christopher inquired about the open space under the applicant's proposal. Mr. Keating replied the applicant was proposing the open space to be for conservation, recreational and/or an agricultural easement.

Mr. Chisholm queried if water and sewer would be provided to everyone who applied for an agricultural planned development. Mr. Keating responded in the affirmative, noting those applicants were eligible for water and sewer connections, but they would have to pay for it.

Mr. Chisholm wanted to know if the BCC was moving toward the concept of new towns. Mr. Keating responded this proposal was similar to the new towns concept but without the mixed uses, and the big difference was there would not be a density bonus. He added with new towns the major concern was getting a lot of extra density. Mr. Christopher opined this request did not have the extra density.

Mr. Hamner felt whatever the outcome was for this request, the Best Management Practices (BMP's) needed to remain. He explained BMP's were policies that were put into place on most agricultural commodities, including golf courses, having to do with the amount of fertilizer that goes on a piece of property, and the relationship between watering and ecological balance.

A lengthy discussion ensued regarding open space and recreation interpretations.

Mr. Cahoy inquired if the new town rules applied outside the Urban Service Area. Mr. Keating responded that was where those rules applied. He added those rules were in limbo at this time because the BCC had expressed concern primarily with the density increase associated with the rules. Mr. Keating reviewed alternatives being reviewed presently for areas outside the Urban Service Area.

Chairman Keys opened the public hearing at 9:21 p.m.

Mr. Joseph Paladin, president of Atlantic Coast Construction and Development, related he was the principal having a vested interest in the project.
Mr. David Knight, engineer with Knight, McGuire and Associates, explained the purpose of the request before the P&Z was to help support an ability to permanently preserve low densities in agricultural planned developments; encourage creative designs resulting in superior low density development plans that maximized currently protected open areas; and allow for larger and more diverse lot sizes under complete discretionary approval of the P&Z and BCC. He added their goal was to remove conflicting restrictions that golf was not a recreational use and encourage better environmental land development practices by BMP's that applied to the open tracts and on the residential lots.

Mr. Knight reviewed how the proposed lots may look and explained the green space areas. He opined allowing for the diversity of lot sizes could enhance the rural nature out in the agricultural development and could actually allow for the open spaces to occur.

Mr. Alex Kromhout, 4150 11th Place, S.W., Vero Beach, related he owned 1,000 acres of agriculturally zoned land and his plans were shot down in 2004 for a planned development. He opined agriculture could not be preserved unless the economic circumstances supported it with adequate income. Mr. Kromhout stated he was originally against the new town concept, but now he was willing to consider it as a tool to preserve his land.

Mr. Spencer Simmons, 4866 51st Court, Vero Beach, and president of Simmons Homes, opined alternatives must be considered in land use plans currently in place in order to provide better revenue in taxes and a more desirable parcel.

Dr. David Cox, 9495 Periwinkle Drive, Vero Beach, agreed with Mr. Christopher's suggestion to fine tune what was being proposed, and noted whatever methods used to move forward on planned developments, BMP's should be included. He reviewed other developments and agencies currently using the BMP's for improving water quality, reducing and conserving the amounts of water used. Dr. Cox addressed the clustering of homes in agriculturally planned developments and opined clustering may not net as much for natural resources as was intended.

Mr. Greg Schlitt, 6425 53rd Street, Vero Beach, owner and operator of Schlitt Builders, felt IRC needed to "think outside the box" in regards to
development outside the Urban Service Area. He also thought new tools needed to be added to the box. Mr. Schlitt related previous properties he had wanted to develop and was not able to receive approval from staff because he would not cluster the homes where they felt they should be located. Mr. Boling interjected that was not the concern staff had, it was the lining up of all the density along the border of the neighboring property the applicant was proposing that caused the problem.

Mr. Bobby Lindsey, 6585 12th Street, Vero Beach, felt the five acre parcels looked terrible and he liked the Quail Ridge concept.

Mr. Tripson opined he would have liked what Mr. Paladin was proposing as opposed to what happened to his 310 acres. He felt if the houses were clustered in the development being discussed while having some type of agriculture other than horses, there would be complications with having agriculture too close to the houses.

Mr. Jerry Swanson, 3000 Ocean Drive, Vero Beach, stated he liked Mr. Paladin's plan and felt the citrus owners and farmers should be helped in any way available by giving them more options for their property.

Mr. John Baker, no address given, stated he agreed with Mr. Swanson that citrus growers and farmers needed to be given more options to keep their property.

Mr. Hamner felt the open space was important and would like to see at least 50% of the proposed project dedicated to open space. Chairman Keys inquired how much contiguous open space would be in Quail Ridge. Mr. Knight responded approximately 50%.

Mr. Paladin stated he was not asking for water and sewer, he would be paying to pave the roads, and there would be a $100 million tax base on the homes after they were built. He also opined since the homes were upscale, the County should not micro-manage the open space since the development itself would be maintaining the property into perpetuity.

Mr. Christopher interjected this would be private land and felt a requirement for open space should not be imposed and the real estate market should decide the outcome.
Mr. Paladin opined staff looked at the plans and found ways to turn it down. He asked for the opportunity for the people outside the Urban Service Area to sell their land and make a profit.

Mr. Hamner stated staff was not looking at the plans as negatively as Mr. Paladin thought, but were following the rules as currently written. Mr. Swanson interjected staff was being beat up over following the rules, and he felt they deserved more respect than they were getting. He asked for the “staff bashing” to stop.

Mr. Swanson related Mr. Paladin’s project would not meet the contiguous open space requirements under the current agriculture planned development rules. He thought it would be beneficial to find other options to make the project work.

Mr. Simmons expressed the open space needed to be maintained, so it was important what constituted the open space.

Chairman Keys closed the public hearing at 10:43 p.m.

Mr. Chisholm felt change was inevitable, and even though staff followed the current rules for evaluating this project, some terminology needed to be developed to limit how that change occurred.

Discussion was held regarding how to move forward with this item while still fine tuning the terminology before moving it on to the BCC. Mr. Paladin agreed to work with staff to fine tune the terminology before going before the BCC.

Discussion was also held regarding the previous policy where the vote of three Commissioners could overturn the easement maintenance into perpetuity requirement. Mr. Keating related that policy had been changed in 2002.
ON MOTION BY Mr. Christopher, SECONDED BY Mr. Chisholm, to approve the request to amend the text of the Comprehensive Plans' Future Land Use Element with the following changes:

- Between now and when the item went before the Board of County Commissioners, adding Best Management Practices in verbiage satisfactory to them;

- Subject to lots no less than one acre in size;

- Subject to the perpetuity requirement being made enforceable so three Commissioners could not change it.

UNDER DISCUSSION, Mr. Hamner suggested changing the wording to include recommending that staff review the perpetuity issue instead of having it a requirement; encourage the applicant to look at the possibility for continuity of open space; and limiting the recreational uses to those which would be appropriate near homes.

Attorney Collins interjected what the P&Z was hearing at this point was the current agricultural planned development was not working primarily because of the clustering and requiring 80% maintenance of common open space. He explained a planned development could be a discretionary process where if an applicant presented a design to the P&Z, they could waive the normal requirements for minimum lot size, lot width, and open space. He felt it would be unimportant to define how each planned development had to look right now. It could be completely discretionary between the applicant and the P&Z to come up with a design that could be approved on a case-by-case basis.

ON MOTION BY Mr. Chisholm, SECONDED BY Mr. Hamner, the members voted unanimously (5-0) to extend the meeting until 11:15 p.m.
Mr. Christopher AMENDED HIS MOTION, Mr. Chisholm AMENDED HIS SECOND, the members voted unanimously (5-0) to recommend the lots be no smaller than one acre; recommend staff review the perpetuity issue; staff review verbiage to encourage the contiguous open space; staff review verbiage to limit the types of recreational uses; and staff review verbiage to create requirements for the Best Management Practices by the developer.

Chairman Keys read the following into the record:

E. County Initiated: Request to change the land use designation for 12.46 acres located 650 feet north of 49th Street and west of Lateral "H" canal and 34.4 acres located 265 feet north of 49th Street and east of Lateral "H" canal from L-2, Low Density Residential 2 (up to 6 units/acre), to PUB, Public. Board of County Commissioners, Owner. [LUDA 2006070242-55631] [Legislative]

Mr. Carmoney presented the information contained in his memorandum, a copy of which is on file in the Commission Office.

Chairman Keys opened the public hearing at 11:11 p.m. and since no one cared to speak, the public hearing was closed.

ON MOTION BY Mr. Hamner, SECONDED BY Mr. Chisholm, the members voted unanimously (5-0) to approve the request to change the land use designation as presented.

Commissioners Matters

Mr. Chisholm acknowledged Mr. Bruce in the audience and thanked him for his service on the P&Z.

Chairman Keys agreed with Mr. Swanson and felt the P&Z needed to do something to stop "staff slamming".
Applicant's proposed FLUE Policy 5.8 modified per P&Z Commission recommendations.

Policy 5.8: All Planned Development (PD) projects approved in any agriculturally designated area shall meet the following criteria:

- The density of the project shall not exceed the maximum density of the underlying land use designation; no density transfers from off-site lands and no density bonuses shall be permitted within PD projects in agriculturally designated areas.

- Residential lots created through the PD process shall allow for a diversity of lot sizes, not be less than 1 unit/acre, with the remainder of the area designated as open space.

- The Common open space areas shall be provided in a continuous area and be established under the control of a single entity and maintained in perpetuity through an open space, recreation, conservation, and/or agricultural preservation easements. The easements shall be dedicated to the project property owners association and shall grant a right of enforcement to Indian River County and another appropriate government or non-profit third party such as the Audubon Society.

- In lieu of open space easements, open space areas may be deeded to Indian River County, together with an easement to another appropriate third party beneficiary for conservation or public recreation purposes. In such cases, the deed and easement shall provide that the areas will remain open space in perpetuity.

- Agricultural—PD project design shall incorporate and implement Best Management Practices (BMP). To ensure that BMP's are implemented, a site operation, and maintenance plan shall be submitted to and approved by the county. The plan shall be incorporated into the project's homeowner association's covenants and enforcement right afforded to Indian River County as a benefiting party.

- All recreational amenities shall be depicted on the PD plan; no recreational uses that could constitute a nuisance to adjacent properties shall be permitted.
Future Land Use Element Policy 5.8 revised by staff to incorporate a portion of the Planning and Zoning Commission’s recommendation for Best Management Practices and perpetuity language.

Policy 5.8: All Planned Development (PD) projects approved in any agriculturally designated area shall meet the following criteria:

- The density of the project shall not exceed the maximum density of the underlying land use designation; no density transfers from off-site lands, and no density bonuses shall be permitted within PD projects in agriculturally designated areas;
- Residential lots created through the PD process shall not exceed one acre in size, with the remainder of the area designated as open space; all residential lots must be clustered together to limit the impact of development on agricultural lands. Clustered means grouped together in a compact, contiguous manner.
- The Common open space area shall be provided in a contiguous area and be established under the ownership control of a single entity and maintained as open space in perpetuity, through an open space, conservation, and/or agricultural preservation easement. The easements shall be dedicated to the project property owners association and shall grant a right of enforcement to Indian River County and another appropriate government or non-profit third party such as the Audubon Society.
- In lieu of open space easements, open space areas may be deeded to Indian River County for conservation or public recreation purposes. In such cases, an easement similar to that referenced above shall be granted to an appropriate third party beneficiary to ensure that the areas will remain open space in perpetuity.
- The project design shall incorporate Best Management Practices (BMP). To ensure that BMP’s are implemented, a site operation and maintenance plan shall be submitted to and approved by the county. The plan shall be incorporated in the project’s homeowner association’s covenants and enforcement right granted to Indian River County as a benefiting party.
- Open space areas shall be retained as natural areas or used for agricultural uses; however, up to thirty percent of the open space area may be used for recreational purposes in AG-1 areas; up to twenty-five percent of the open space area may be used for recreational purposes in AG-2 areas and up to twenty percent of the open space area may be used for recreational purposes in AG-3 areas. Golf Courses shall not be permitted as part of Agricultural PDs.
RESOLUTION NO. 2006-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, APPROVING THE TRANSMITTAL OF A PROPOSED INDIAN RIVER COUNTY COMPREHENSIVE PLAN AMENDMENT TO THE TEXT OF THE FUTURE LAND USE ELEMENT TO THE STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

WHEREAS, the Board of County Commissioners adopted the Indian River County Comprehensive Plan on February 13, 1990, and

WHEREAS, the county received comprehensive plan amendment applications during its January 2006 amendment submittal window, and

WHEREAS, the Local Planning Agency held a public hearing on this comprehensive plan amendment request on September 14, 2006, after due public notice, and

WHEREAS, the Local Planning Agency voted 5 to 0 to recommend that the Board of County Commissioners transmit the comprehensive plan amendment listed below to the Florida Department of Community Affairs; and

WHEREAS, the Board of County Commissioners of Indian River County held a Transmittal Public Hearing on October 24, 2006, after advertising pursuant to F.S. 163.3184(15)(b)(1), and

WHEREAS, The Board of County Commissioners announced at the transmittal public hearing its intention to hold and advertise a final public hearing at the adoption stage of the plan amendment process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA THAT:

1. The above recitals are ratified in their entirety.

2. The following proposed amendment is approved for transmittal to the State of Florida Department of Community Affairs:

Attachment 8
RESOLUTION NO. 2006-___

AMENDING THE TEXT OF THE COMPREHENSIVE PLAN'S FUTURE LAND USE ELEMENT BY REVISIING POLICY 5.8 REGARDING AGRICULTURAL PLANNED DEVELOPMENTS

3. The county does request that the Florida Department of Community Affairs review this comprehensive plan text amendment.

The foregoing Resolution was offered by Commissioner _____________________ and seconded by Commissioner _____________________ and upon being put to a vote, the vote was as follows:

Arthur R. Neuberger, Chairman
Gary C. Wheeler, Vice Chairman
Thomas S. Lowther, Commissioner
Wesley S. Davis, Commissioner
Sandra L. Bowden, Commissioner

The Chairman thereupon declared the resolution duly passed and adopted at a public hearing held this 24th day of October 2006.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: ______________________
    Arthur R. Neuberger, Chairman

ATTEST: ____________
    Jeffrey K. Barton, Clerk
RESOLUTION NO. 2006-__

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
William G. Collins II, County Attorney

APPROVED AS TO PLANNING MATTERS

[Signature]
Robert M. Keating, AICP
Community Development Director
MEMORANDUM

TO: Board of County Commissioners

FROM: Marian E. Fell, Assistant County Attorney

DATE: October 6, 2006

RE: First of Two Public Hearings to Enlarge County Seat
Office of the Supervisor of Elections

The principal office of the Supervisor of Elections will be moving to 4375 43rd Avenue. In accordance with Florida Statutes section 138.12, the Board must hold two duly noticed public hearings on this matter. This is the first public hearing. Attached to the draft resolution are graphic depictions of the current boundaries of the County Seat and the proposed expansion area for the County Seat. In addition to the principal office of the Supervisor of Elections, other adjacent County-owned properties have been included in the proposed expansion area.

Recommended Action:

Open the public hearing; take public comment; close the public hearing; and retain any public comment in the record for consideration at the November 7, 2006, public hearing.
RESOLUTION NO. 2006-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, EXPANDING THE BOUNDARIES OF THE COUNTY SEAT TO ENCOMPASS THE NEW LOCATION OF THE SUPERVISOR OF ELECTION'S OFFICE.

WHEREAS, Article VIII, section 1(k) of the Florida Constitution requires that the principal offices and permanent records of all County offices shall be at the County seat; and

WHEREAS, the new location of the principal office of the Supervisor of Elections is outside of the boundaries of the County seat; and

WHEREAS, the geographical area of the County seat may be expanded pursuant to Florida Statutes section 138.12, without extending the boundaries of the City of Vero Beach

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that the geographical area of the County seat is hereby expanded to include the location of the new principal office of the Supervisor of Elections of Indian River County, and other recently acquired contiguous property, all as more particularly described and shown on the attached Exhibit "A."

Pursuant to Florida Statutes section 138.12, the two required public hearings were advertised on October 3, 2006, and October 17, 2006. After the two public hearings were held on October 24, 2006, and November 7, 2006, the Resolution was moved for adoption at the November 7, 2006, public hearing by Commissioner ____________, and the motion was seconded by Commissioner ____________, and, upon being put to a vote, the vote was as follows:

Chairman Arthur R. Neuberger
Vice Chairman Gary C. Wheeler
Commissioner Sandra L. Bowden
Commissioner Thomas S. Lowther
Commissioner Wesley S. Davis

The Chairman thereupon declared the Resolution duly passed and adopted this 7th day of November, 2006.

Attest: J. K. Barton, Clerk

By __________________________
Deputy Clerk

Approved as to form and legal sufficiency:

By __________________________
Marian E. Fell, Assistant County Attorney

Attachment: Exhibit "A" (area legal and sketch)
COUNTY SEAT EXPANSION LEGAL DESCRIPTION

THOSE LANDS TO BE INCLUDED IN THE EXPANDED COUNTY SEAT, LYING IN SECTIONS 27 AND 28, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF THE LANDS OF THE INDIAN RIVER FARMS COMPANY, AS RECORDED IN PLAT BOOK 2, PAGE 25, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; SAID LANDS NOW LYING IN INDIAN RIVER COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF TRACT 8, OF SAID SECTION 27, PER SAID PLAT AND THE EAST 11.18 ACRES OF TRACT 1, SECTION 28; PER SAID PLAT; LESS THE EAST 20 ACRES OF TRACT 11, LESS THE SOUTH 235.00 FEET OF THE EAST 510.00 FEET OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1640, PAGE 1913, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA;

TOGETHER WITH:

THE EAST 10 ACRES OF TRACT 12, OF SAID SECTION 27, PER SAID PLAT, TOGETHER WITH TRACT 11, OF SAID SECTION 27, PER SAID PLAT, TOGETHER WITH:

ALL PUBLIC RIGHT OF WAY FOR 41ST STREET, LYING BETWEEN THE WEST LINE OF TRACT 8, OF SAID SECTION 28 AND THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1640, PAGE 1913;

TOGETHER WITH:

ALL PUBLIC RIGHT OF WAY FOR 43RD AVENUE, LYING BETWEEN THE SOUTH RIGHT OF WAY LINE OF 41ST STREET AND THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1842, PAGE 2210;

CONTAINING: 3,532,720 SQUARE FEET, 81.10 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA REGISTERED SURVEYOR AND MAPPER NAMED HEREIN.

2. THIS SKETCH OF DESCRIPTION MEETS OR EXCEEDS ALL APPLICABLE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS AS ESTABLISHED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

3. THIS SKETCH AND DESCRIPTION AND ADJACENT PARCELS MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, OR RIGHT-OF-WAYS NOT SHOWN AND MAY BE FOUND IN THE PUBLIC RECORDS.

4. THIS SKETCH AND DESCRIPTION DOES NOT REPRESENT A FIELD SURVEY. EXISTING PROPERTY CONDITIONS OR FEATURES ARE NOT SHOWN.

5. THE PARCEL OF LAND OCCUPIED BY THE INDIAN RIVER COUNTY SHERIFF'S DEPARTMENT FOR OFFICIAL RECORD BOOK 671, PAGE 2564, WHICH WAS INCLUDED IN THE EXPANSION OF THE COUNTY SEAT ON MAY 11, 1993, PER RESOLUTION No. 93-89.


8. THOSE PARCELS DESCRIBED BY THIS LEGAL DESCRIPTION, THESE LANDS, ALONG WITH CURRENT COUNTY SEAT WILL COMPREHEND THE NEW BOUNDARY OF THE COUNTY SEAT, ONCE RESOLUTION 2006-HAS BEEN ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS.

LEGEND & ABBREVIATIONS

COR = CORNER
D = DEED
DESC = DESCRIBED
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
P.I.D. = PARCEL IDENTIFICATION
R/O = RIGHT-OF-WAY

NOT COMPLETE WITHOUT SHEETS 2 & 3 OF 3.

THIS IS NOT A BOUNDARY SURVEY SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PREPARED FOR INDIAN RIVER COUNTY ENGINEERING DEPARTMENT

SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

DATE

FLORIDA REGISTRATION No 6139

INDIAN RIVER COUNTY ASSISTANT COUNTY SURVEYOR

PREPARED FOR INDIAN RIVER COUNTY ENGINEERING DEPARTMENT

Indian River County
Department of Public Works
Engineering Division

Indian River County
Administration Building
1840 25th Street
Palm Bay, FL 32905
(772) 785-0000

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Department of Public Works
Engineering Division

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Indian River County
Department of Public Works
Engineering Division

Indian River County
Administration Building
1840 25th Street
Palm Bay, FL 32905
(772) 785-0000
October 17, 2005

Indian River County
Attn: Dori Roy
1840 25th Street, Suite N-158
Vero Beach, FL 32960-3365

Dear Ms. Roy,

I, Joseph Paladin, chairman of the Growth Awareness Committee request to speak regarding exparte communication with Board of County Commission and, or staff by opposing counsel under rule 4-4.2 rules regulating the Florida Bar. To take place at the meeting of October 24th within the County Commission chambers.

Regards,

joseph Paladin

President
Atlantic Coast Construction & Development Inc.
Chairman of CAC
Dori,

Mr. Torpy is requesting to speak to the Board during the October 24, 2006 County Commission meeting during Public Discussion items. He would like to address the Board regarding contractor/developer bonding requirements in reference to the Lakes at Sand Ridge Subdivision.

Please let me know if Mr. Torpy will be placed on the agenda.

Thank you for your assistance.

Pat

Patricia E. Overmyer, Paralegal to Richard E. Torpy, Esquire
The Torpy Group
202 N. Harbor City Boulevard
Suite 200
Melbourne, FL 32935
(321) 255-2332 Telephone
(321) 255-2351 Facsimile
pat@torpygroup.com email

NOTICE: This message and any attachments are solely for the use of the intended recipient. They may contain privileged and/or confidential information, attorney work product, or other information protected from disclosure. If you are not an intended recipient, you are hereby notified that you received this email in error. Any review, dissemination, distribution or copying of this email and any attachments is strictly prohibited. If you are not the intended recipient of this email, please contact the sender and delete the message and any attachment from your system. Thank you.
To Whom It May Concern

10/17/06

Please be advised that we would like to be on the docket for the 24th of Oct. meeting of the County Commissioners meeting. It has been seen fit in the year eyes to condemn a project we have been working on and destroy our personal property. You may be pleased to discover that the project is worthy of your support and we would like you to lift the condemnation.

Thank you.

Sincerely,

Scott Diller

321-85-15

[Signature]
MEMORANDUM

TO: Members of the Board of County Commissioners

FROM: Joseph A. Baird
County Administrator

DATE: October 16, 2006

SUBJECT: Use of Inmates/Trustees for Maintenance Services

DESCRIPTIONS AND CONDITIONS:

At the October 3, 2006 Board of County Commission meeting, item 7KK (attached) was tabled to the October 24, 2006 meeting. The Board requested the County Administrator meet with the Sheriff to see if Trustees could be used to do the mowing at two Water Treatment Plants as well as other County facilities. On October 4, 2006, the County Administrator met with Sheriff Roy Raymond and Captain Bill McMullen to discuss this issue. Attached is a copy of the response to that meeting.

RECOMMENDATION:

Based on the information provided, staff recommends the Board of County Commission proceed with Approval of the Bid Award for JRC Bid #007007 Mowing at the Two Water Treatment Plants as recommended in the staff memorandum dated September 8, 2006.

Attachments:
1) Captain Bill McMullen Memorandum Dated October 5, 2006
2) Staff memorandum dated September 8, 2006 (tabled from October 3, 2006)

APPROVED AGENDA ITEM

BY:Joseph A. Baird

FBC: October 24, 2006
MEMORANDUM

To: Joseph A. Baird, County Administrator
From: Capt. Bill McMullen
Re: Inmate Work Programs

As per our conversation it is not possible at this time for the inmate work program to take on the work described full time. Today there are 130 male inmates sentenced to serve time in the Indian River County Jail, not precluding sentenced inmates with pending charges from other jurisdictions or disciplinary/behavioral issues during incarceration. A majority of those inmates are assigned daily job assignments within the organization to sustain the 24 hour per day operations. In 2005, the inmate man hours totaled approximately 200,000 hours.

10-15% of the sentenced inmate population cannot be assigned work duties due to general health and/or mental health problems. A rough breakdown of routinely assigned work program positions: thirty men are assigned to the Food Service Operation, and prepare, clean, and serve (595,785 meals in 2005). Sixteen men are assigned to work in the facility laundry, eighteen inmates are assigned the shifts for facility cleaning, three inmates are assigned to County maintenance daily, two inmates are assigned to Sheriff's General Services for labor and maintenance at the Sheriff's Administration building, three inmates are assigned to facilitate barber services for the inmate population, one inmate is assigned to the Courthouse for general labor and 15 are assigned to work outdoors.

The inmate outside grounds program provides numerous services beyond maintaining the Sheriff's Office site (47 acres) and hanger. The outside grounds squad teams up cooperatively with county staff to complete many projects each year (e.g., Daisy Hope, Turtle Trax, Head Start, Victory Park, Orangewood Park, 4-H Club, Gifford Youth Center, Special Olympics, Winter Beach Cemetery, Council on Aging, Indian River County Fire Rescue, Humane Society, Sebastian and Fellsmere Libraries, Roadway trash pickup, Indian River County Courthouse, Indian River County Administration Building).

In closing we will continue to assist with projects as they arise and are scheduled with us.

Sincerely,

[Signature]

Capt. Bill McMullen

cc: Sheriff Roy Raymond
    Ink (1)
DATE: September 18, 2006

TO: BOARD OF COUNTY COMMISSIONERS

THROUGH: Joseph A. Baird, County Administrator
Thomas Frame, General Services Director
Erik Olson, Utilities Department Director

FROM: Jerry Davis, Purchasing Manager

PREPARED BY: Karyn Jackson, Staff Assistant, Purchasing Division

SUBJECT: Approval of Bid Award for IRC Bid # 2007007 Mowing at Two Water Treatment Plants
Utilities Department / Water Treatment Division

BACKGROUND:
The Utilities Department, Water Treatment Division has requested an annual bid for the mowing and
cleanup at two (2) water treatment plants. This annual bid is for the period October 1, 2006 through
September 30, 2007 with renewal options for two (2) additional one (1) year periods.

The bid results are as follows:

Bid Opening Date: August 23, 2006 at 2:00 pm
Advertising Dates: August 2, 2006
DemandStar Broadcast to: Two hundred ten vendors
Specification's requested by: Twelve vendors
Replies: Five vendors

BID TABULATION:

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<tr>
<th>Vendor</th>
<th>Amount</th>
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<tr>
<td>Mike's Lawn &amp; Landscape, Vero Beach, FL</td>
<td>$13,200.00</td>
</tr>
<tr>
<td>L&amp;E Lawn &amp; Landscape, Sebastian, FL</td>
<td>$13,476.00</td>
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<tr>
<td>Leslie's Landscaping &amp; Lawn Service, Vero Beach, FL</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>Sunworld Landscape, Vero Beach, FL</td>
<td>$16,200.00</td>
</tr>
<tr>
<td>Taylor Maid, Inc., Vero Beach, FL</td>
<td>$18,000.00</td>
</tr>
</tbody>
</table>

This bid reflects a 13.6% unit price decrease over the previous bid, which was awarded in March, 2006.

Last year's expenditure for mowing totaled (approximately) $7,500.00. The projected expenditure for
2007 is $13,200.00. Last year's expenses were lower because the vendor was not awarded the bid until
TOTAL AMOUNT OF BID: $13,200.00

SOURCE OF FUNDS: 47121936-033190
Utilities - Other Professional Services

RECOMMENDATION:

Staff recommends awarding this bid as follows:

Award to Mike's Lawn & Landscape as the lowest most responsive and responsible bidder meeting the specifications as set forth in the Invitation to Bid.

Authorize the Purchasing Division to issue blanket purchase orders or individual job purchase orders, as needed, for the period of October 1, 2006 through September 30, 2007 with the recommended bidder.

Authorize the Purchasing Manager to renew this bid for two (2) additional one (1) year periods subject to satisfactory performance, zero cost increase, vendor acceptance and the determination that renewal of this annual contract is in the best interest of Indian River County.

ATTACHMENTS:
Utilities Recommendation Memo
Bid Tabulation
Invitation to Bid Form

APPROVED AGENDA ITEM

BY: Joseph A. Baird, County Administrator
FOR: October 3, 2006

F:General Services/2006/10/05/2007 Annual Utility Mowing Bid Agenda.doc
**BID TABULATION**

**Bid Opening Date:** August 23, 2006 2:00PM

**Bid No.:** 2007007

**Department:** WWTF-Utilities

**Bid Title:** Annual Bid for Grounds Mowing of the 2 WTP's

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>QUANTITY</th>
<th>Leslie's Lawnscaping &amp; Lawn, Vero Beach, FL</th>
<th>Taylor's, Vero Beach, FL</th>
<th>Subsidiary Landscape, Vero Beach, FL</th>
<th>Mike's Lawn &amp; Landscape, Vero Beach, FL</th>
<th>L &amp; E Lawn &amp; Landscape, Sebastian, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mowing of the Grounds at the North County Water Plant (Unit Price)</td>
<td>12 months</td>
<td>$633.33</td>
<td>$750.00</td>
<td>$675.00</td>
<td>$575.00</td>
<td>$653.00</td>
</tr>
<tr>
<td>2</td>
<td>Mowing of the Grounds at the North County Water Plant (Total Price)</td>
<td>12 months</td>
<td>$7,600.00</td>
<td>$9,000.00</td>
<td>$8,100.00</td>
<td>$6,900.00</td>
<td>$7,856.00</td>
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<tr>
<td>3</td>
<td>Mowing of the Grounds at the South County Water Plant (Unit Price)</td>
<td>12 months</td>
<td>$700.00</td>
<td>$750.00</td>
<td>$675.00</td>
<td>$575.00</td>
<td>$470.00</td>
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<tr>
<td>4</td>
<td>Mowing of the Grounds at the South County Water Plant (Total Price)</td>
<td>12 months</td>
<td>$8,400.00</td>
<td>$9,000.00</td>
<td>$8,100.00</td>
<td>$6,300.00</td>
<td>$5,640.00</td>
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<tr>
<td>5</td>
<td>Total Annual Price</td>
<td></td>
<td>$16,000.00</td>
<td>$18,000.00</td>
<td>$16,200.00</td>
<td>$13,200.00</td>
<td>$13,476.00</td>
</tr>
<tr>
<td>6</td>
<td>Will your company extend these prices to other governmental agencies in the State of Florida?</td>
<td></td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

WITNESS TO

OPENING: Joe Kreyling

AND: K. Jackson
The Staff of Water Production has agreed to award the low bidder Mike's Lawn and Landscape of Vero Beach the Annual bid for mowing the grounds at two Water Treatment Plants.

To date we have spent $7,500.00. This is due to the vendor not being awarded the contract in October as he started in March 2006. The projected use for the coming budget year is $13,200.00 per bid. The budget amount of $15,000.00 was approved for this account.

Any questions please call me at 226-3409.
**INVITATION TO BID FORM**

**SPECIFICATIONS FOR:** Annual Bid for Grounds Mowing of the Two (2) Water Plants

**BID NUMBER:** 2007007

**BID OPENING DATE:** AUGUST 23, 2006 AT 2:00 P.M.

**BID OPENING LOCATION:** PURCHASING DIVISION
2525 ST. LUCIE AVENUE
VERO BEACH FL 32960

**IN ACCORDANCE WITH ALL TERMS, CONDITIONS, SPECIFICATIONS, AND REQUIREMENTS, THE BIDDER OFFERS THE FOLLOWING:**

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>QUANTITY (MONTHS)</th>
<th>UNIT PRICE (PER MONTH)</th>
<th>ANNUAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>MOWING OF THE GROUNDS AT THE NORTH COUNTY WATER PLANT</td>
<td>12</td>
<td>$575.00</td>
<td>$6900.00</td>
</tr>
<tr>
<td>2.</td>
<td>MOWING OF THE GROUNDS AT THE SOUTH COUNTY WATER PLANT</td>
<td>12</td>
<td>$525.00</td>
<td>$6300.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL OF ITEMS # 1 &amp; 2</strong></td>
<td></td>
<td></td>
<td>$13,200.00</td>
</tr>
</tbody>
</table>

**WILL YOUR COMPANY EXTEND THESE PRICES TO OTHER GOVERNMENTAL AGENCIES IN THE STATE OF FLORIDA?**

- **Y**es [ ]
- **N**o [X] (CHECK ONE)

**THE UNDERSIGNS HEREBY CERTIFIES THAT THEY HAVE READ AND UNDERSTAND THE CONTENTS OF THIS SOLICITATION AND AGREE TO FURNISH AT THE PRICES SHOWN ANY OR ALL OF THE ITEMS ABOVE, SUBJECT TO ALL INSTRUCTIONS, CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS HERETO. FAILURE TO HAVE READ ALL THE PROVISIONS OF THIS SOLICITATION SHALL NOT BE CAUSE TO ALTER ANY RESULTING CONTRACT OR REQUEST ADDITIONAL COMPENSATION.**

**COMPANY NAME:** Makes Lawn and Landscape

**COMPANY ADDRESS:** 4160 60TH COURT

**CITY, STATE:** VERO BEACH FLORIDA ZIP CODE 32967

**TELEPHONE:** 772-778-9512 **FAX:** NONE

**CELL:** 772-766-2846 **Page 10 of 16**
E-mail: MEDioFF AT BELL SOUTH DOT NET

Occupational License: 000267 14943  FEIN Number: 497 82-5667

Authorized Signature: [Signature]

Date: August 10, 2006

Name: Michael Ellis

Title: Owner

Please submit one (1) original and one (1) copy of your proposed

Please mark original as "original" and copy as "copy."
TO: JOSEPH A. BAIRD
COUNTY ADMINISTRATOR

DATE: October 24th, 2006

SUBJECT: CONDEMNATION, DEMOLITION AND REMOVAL OF UNSAFE STRUCTURES

THROUGH: ROBERT M. KEATING, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT

FROM: JAMES I. AKINS
BUILDING OFFICIAL

It is requested that the data herein presented be given formal consideration by the Board of County Commissioners at its regular meeting of October 24th, 2006.

DESCRIPTION AND CONDITIONS:

The structures listed in the attached detail and described in the attachment to the resolution have been condemned and ordered repaired or removed. Said structures have been inspected by staff, and are considered unsafe and detrimental to the health, safety, and welfare of the general public.

As per county code requirements, the owners of the property and others with an interest in the property were issued notices to repair or remove the structure within 60 days, and advised of their right to appeal the condemnation order before the Indian River County Building Code Board of Adjustments and Appeals. In addition, condemnation cards were posted on the property. The owners were also notified that the Board would consider a Resolution to demolish the building and impose a lien, if they failed to either pull a permit to repair or demolish the structures. None of the owners have applied for repair permits, demolition permits or appealed the decision of the Building Official.
ANALYSIS:

The subject structures have been vacant for a considerable time. During that time, the buildings have continued to deteriorate and have been frequented by vandals and transients. Not only have the owners failed to maintain the structures in compliance with the Minimum Standard Codes, they have failed to bring the structures into compliance as required by posted notice. Since the owners have not filed an appeal to the condemnation order, the county may now proceed with demolition of the structures and assessing a lien against the property for demolition and removal.

RECOMMENDATION

Staff recommends that the Board of County Commissioners declare said structures unsafe and a nuisance, and order the buildings demolished with related debris removed from the property by a private vendor approved through standard bid procedures.

Staff further recommends that the Board adopt the attached resolution authorizing the Building Official to report the county's demolition and debris removal cost for the said structures to the county attorney for the preparation and recording of a lien to be placed on the real property of the owner of the demolished unsafe structure for the purpose of recovering the county's cost.

APPROVED AGENDA ITEM:

BY: [Signature]

FOR: [Date: October 27, 2006]

Attachments:

1. Resolution
2. Condemnation List
RESOLUTION NO. 2006-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, PROVIDING FOR THE DEMOLITION OF UNSAFE STRUCTURES AND THE RECOVERY OF COSTS.

WHEREAS, Indian River County has adopted the Property Maintenance Code at Section 403, Indian River County Code; and

WHEREAS, Section 403.08 of the Property Maintenance Code provides for the recovery of the costs of repairs to and/or demolitions of unsafe structures by policies and procedures established by the local governing body; and

WHEREAS, Section 100.080 of the Indian River County Code provides that the Board of County Commissioners may cause, by resolution, a lien to be filed in the Official Record Books of the County against the owner of property or person responsible for compliance with the Code for the costs incurred by the County; and

WHEREAS, pursuant to Chapter 162, F.S., notice of intent to adopt a lien resolution has been given to the proposed lienee(s).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that the unsafe structures on the properties described on the attached Condemnation List be demolished; and that any costs incurred by County government as a result of such demolition undertaken at the direction of the Board of County Commissioners shall be recovered from the owner of the property upon which each unsafe structure is located, as identified in the attached Condemnation List. The costs of such demolition shall be reported to the Building Director who shall notify the County Attorney's Office to prepare lien(s) for the recovery of those
RESOLUTION NO. 2006-____

costs, to be placed upon the real property of the owners of the unsafe structures as listed in the attached Condemnation List, any such liens bearing interest at the rate of seven percent (7%) per annum from the date the lien is recorded in the Public Records of Indian River County, Florida, until such time as the lien, including interest, is paid.

The foregoing resolution was offered by Commissioner _______ and seconded by Commissioner _______, and, upon being put to a vote, the vote was as follows:

Arthur R. Neuberger, Chairman
Gary C. Wheeler, Vice Chairman
Wesley S. Davis
Thomas S. Lowther
Sandra L. Bowden

The Chairman thereupon declared the resolution duly passed and adopted this ____ day of _______________, 2006.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: ______________________________
Arthur R. Neuberger, Chairman

ATTEST: Jeffrey K. Barton, Clerk

By: ______________________________
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: ______________________________
William K. DeBraal
Assistant County Attorney
1. **Owner:** Lisa Clark, Tyrus Clark, & Bobby Jean Jones
   **Property:** 4610 36th Avenue
   **Tax ID #:** 32-39-22-0000-5000-00080.0
   **Legal Desc:** BEGINNING AT THE SOUTHEAST CORNER OF THE EAST 10 ACRES OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2 AT PAGE(S) 25, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY FLORIDA; SAID LANDS NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA. RUN NORTH ALONG THE EAST BOUNDARY LINE OF SAID EAST 10 ACRES FOR A DISTANCE OF 675 FEET TO THE POINT OF BEGINNING, THENCE RUN WEST 150 FEET, THENCE RUN NORTH 50 FEET, THENCE RUN EAST 150 FEET, THENCE RUN SOUTH 50 FEET TO THE POINT OF BEGINNING

2. **Owner:** Glenn W. Legwen
   **Property:** 5900 5th Street SW
   **Tax ID #:** 32-39-22-0000-0080-00007.0
   **Legal Desc:** INDIAN RIVER FARMS CO SUB CONT'D PBS 2 25 527.92 FT OF TR 8, LESS W 834.02 FT THEREOF, 1188 RD R/W (OR BK 753 PP 961) & 1188 RD R/W AS DESC IN 1663/942 & LESS RD R/W AS DESC IN 1663/946

3. **Owner:** Johnnie L. Paris & Susan D. Canon
   **Property:** 4210 25th Avenue
   **Tax ID #:** 32-39-26-0000-3000-00025.0
   **Legal Desc:** FR AN IRON PIPE AT INTER OF W R/W LINE OF FECRR & S LINE OF N 1/2 OF SE 1/4 OF NW 1/4 OF SEC 26 TWP 32 RGE 39 RUN W 60.0 FT TO POB; THN 105.0 FT, TH W 50.0 FT; TH S 105.0 FT, TH E 50.0 FT TO POB
4. Owner: Ernestine Webb Williams

Property: 2775-2785 42nd Place

Tax ID#: 32-39-26-00000-3000-00043 0

Legal Desc: THE NORTH 50 FEET OF THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF BATTLE AVENUE OF SPRUCE PARK ADDITION OF GIFFORD, RUN SOUTH 100 FEET. EAST 184 FEET NORTH 100 FEET. WEST 184 FEET TO THE POINT OF BEGINNING, LESS THE WEST 25 FEET FOR ROAD RIGHT-OF-WAY.
5900 S.W. 55th 2:00 100 L.F.
5900 SW 5 ST. 2/28/80 GP.
4210 35th Avenue
TO: Joseph A. Baird  
County Administrator

THROUGH: James W. Davis, P.E.  
Public Works Director

Terry B. Rauth, P.E.  
Capital Projects Manager

FROM: Lesley Benyon, M.S., Ph.D.  
Real Estate Acquisition Agent

SUBJECT: Property Acquisition, 8866 92nd Court - CR 510 Widening and Improvements  
County Project No. 0610  
Devanand & Rookminee Maharaj, Owners

DATE: October 9th, 2006

DESCRIPTION AND CONDITIONS

County staff would like to purchase a property at 8866 92nd Court as an advanced acquisition in conjunction with plans for the future widening of CR 510. As part of the CR 510 project 89th Street in Vero Lake Estates will also be widened. The subject parcel is a corner lot and measures approximately 130 feet along 89th Street, with approximately 100 feet along 92nd Court, totaling approximately 0.30 acres. It includes a 1,839 square foot dwelling, along with other site improvements.

The mapping and survey at this portion of the widening project has not been completed. According to ROW information shown for Vero Lakes Estates, based on the County project file for Storm Water Improvements, Phase I (prepared by Carter Associates), the existing right-of-way in this section is 35 feet, with an additional 15 feet of right-of-way required to the South. The Ultimate right-of-way of 50 feet does not encompass the dwelling but takes a considerable portion of the site. The County would be purchasing the entire property in fee simple. The residence can be salvaged and resold. The parcel is zoned RS-3.

Staff acquired an appraisal report of the fee simple interest of the property from Valuation Services of the Treasure Coast, Inc. The Estimated Market Value reported as of September 7th, 2006 was $290,000.00. I have reviewed the appraisal, and am in concurrence with the value estimate. This valuation was presented to the Sellers. The Sellers would not accept $290,000 based on the following rationale: Sellers just had the home built and did not close on it until June of this year. They have added upgrades to the home including kitchen fixtures and appliances. They will also incur a mortgage penalty with the sale of the home. They feel that the county should not have approved their building permits for this lot knowing that a road expansion project was imminent. Sellers initially counter-offered at $558,000. After considerable negotiation the Sellers...
reduced their counter-offer to $319,500. Considering the mitigating factors mentioned above I agree that it would seem appropriate to include some compensation above market value.

The Sellers have executed an Agreement To Purchase And Sell Real Estate at a proposed Purchase Price of $319,500.00, subject to the following condition: Sellers are to lease back the property until September 30th, 2007 or until the CR 510 road-widening project starts, whichever comes sooner, at no charge, to allow them time to relocate.

Staff has indicated that none of the planned roadwork would likely commence before the end of the leaseback period. Sellers have already executed a lease, which is attached to the Agreement To Purchase And Sell Real Estate, and subject to approval and execution by the Board.

There are no attorney fees. The appraisal fee paid was $300.00.

**RECOMMENDATIONS AND FUNDING**

Seller is willing to sell in advance of the widening project. The Purchase Price exceeds the reported market value, but there is justification for the higher price due to the short holding period, new construction, and mortgage penalties. The Sellers can remain on the property for approximately 12 months rent-free. After the road project is complete, the home could be declared surplus and sold by the County.

The Board’s options include the following:

**Option 1.** Approve the transaction, allowing the CR 510 Widening Project to commence on schedule.

**Option 2.** Do not approve the transaction, thereby postponing the CR 510 plans, with possible condemnation at a later date.

Staff recommends Option 1: That the Board approves the $319,500 purchase, and the leaseback, and authorizes the Chairman to execute the Agreement To Purchase And Sell Real Estate.

Funding to be from Account #10215141-066120-06020

**ATTACHMENT**

Agreement To Purchase And Sell Real Estate (two originals + one copy)

Color photos of Subject and aerial photo of Subject
**DISTRIBUTION**

Jason E. Brown, Manager, Budget Office  
Devanand & Roothmuc Maharaj, Owners  
8866 92nd Court, Vero Beach, FL 32967

**APPROVED AGENDA ITEM**  
FOR: October 24th, 2006  
BY: [signature]

<table>
<thead>
<tr>
<th>Department</th>
<th>Approved</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>9/15/06</td>
<td>10/18/06</td>
</tr>
<tr>
<td>Budget</td>
<td>10/13/06</td>
<td>10/13/06</td>
</tr>
<tr>
<td>Co. Attorney</td>
<td>10/13/06</td>
<td>10/13/06</td>
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<td>Risk Management</td>
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<tr>
<td>Department</td>
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<td>10/14/06</td>
</tr>
<tr>
<td>Division</td>
<td>10/14/06</td>
<td>10/14/06</td>
</tr>
</tbody>
</table>
AGREEMENT TO PURCHASE AND SELL REAL ESTATE

THIS AGREEMENT TO PURCHASE AND SELL REAL ESTATE ("Agreement") is made and entered into as of the ___ day of ___ October _____________, 200___, by and between Indian River County, a political subdivision of the State of Florida ("County"), and ___________________________ ("Seller"), who agree as follows:

1. Agreement to Purchase and Sell. The Seller hereby agrees to sell to the County, and the County hereby agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, that certain parcel of real property located at ___ 8866 92nd Court ____ County of Indian River, State of Florida and more specifically described on Exhibit "A" attached hereto and incorporated by this reference containing approximately ___ 13068 _ square feet, and all improvements thereon, together with all easements, rights and uses now or hereafter belonging thereto (collectively, the "Property").

2. Purchase Price. Effective Date. The purchase price (the "Purchase Price") for the Property shall be three hundred nineteen thousand five hundred and 00/100 Dollars ($319,500). The Purchase Price shall be paid on the Closing Date. The Effective Date of this Agreement shall be the date upon which the County shall have approved the execution of this Agreement, either by approval by the Indian River County Board of County Commissioners at a formal meeting of such Board or by the County Administrator pursuant to his delegated authority.

3. Title. Seller shall convey marketable title to the Property by warranty deed free of claims, liens, easements and encumbrances of record or known to Seller; but subject to property taxes for the year of Closing and covenants, restrictions and public utility easements of record provided (a) there exists at Closing no violation of any of the foregoing; and (b) none of the foregoing prevents County's intended use and development of the Property ("Permitted Exceptions").

3.1 County may order an Ownership and Encumbrance Report or Title Insurance Commitment with respect to the Property. County shall within fifteen (15) days following the Effective Date of this Agreement deliver written notice to Seller of title defects. Title shall be deemed acceptable to County if (a) County fails to deliver notice of defects within the time specified, or (b) County delivers notice and Seller cures the defects within thirty (30) days from receipt of notice from County of title defects ("Curative Period"). Seller shall use best efforts to cure the defects within the Curative Period and if the title defects are not cured within the Curative Period, County shall have thirty (30) days from the end of the Curative Period to elect, by written notice to Seller, to: (i) to terminate this Agreement, whereupon shall be of no further force and effect, or (ii) extend the Curative Period for up to an additional 90 days; or (iii) accept title subject to existing defects and proceed to closing.

4. Representations of the Seller.

4.1 Seller is indefeasibly seized of marketable, fee simple title to the Property, and is the sole owner of and has good right, title, and authority to convey and transfer the Property which is the
subject matter of this Agreement, free and clear of all liens and encumbrances.

4.2 From and after the Effective Date of this Agreement, Seller shall take no action which would impair or otherwise affect title to any portion of the Property, and shall record no documents in the Public Records which would affect title to the Property, without the prior written consent of the County.

4.3 There are no existing or pending special assessments affecting the Property, which are or may be assessed by any governmental authority, water or sewer authority, school district, drainage district or any other special taxing district.

5. Default.

5.1 In the event the County shall fail to perform any of its obligations hereunder, the Seller shall, at its sole option, be entitled to: (i) terminate this Agreement by written notice delivered to the County at or prior to the Closing Date and thereupon neither the Seller nor any other person or party shall have any claim for specific performance, damages, or otherwise against the County; or (ii) waive the County's default and proceed to Closing.

5.2 In the event the Seller shall fail to perform any of its obligations hereunder, the County shall, at its sole option, be entitled to: (i) terminate this Agreement by written notice delivered to the Seller at or prior to the Closing Date and thereupon neither the County nor any other person or party shall have any claim for specific performance, damages or otherwise against the Seller; or (ii) obtain specific performance of the terms and conditions hereof; or (iii) waive the Seller's default and proceed to Closing.

6. Closing.

6.1 The closing of the transaction contemplated herein ("Closing" and "Closing Date") shall take place within 60 days following the Effective Date of this Agreement. The parties agree that the closing shall be as follows:

(a) The Seller shall execute and deliver to the County a warranty deed conveying marketable title to the Property, free and clear of all liens and encumbrances and in the condition required by paragraph 3.

(b) The Seller shall have removed all of its personal property and equipment from the Property and Seller shall deliver possession of the Property to County vacant and in the same or better condition that existed at the Effective Date hereof.

(c) If Seller is obligated to discharge any encumbrances at or prior to Closing and fails to do so, County may use a portion of Purchase Price funds to satisfy the encumbrances.

(d) If the Seller is a non-resident alien or foreign entity, Seller shall deliver to the County an affidavit, in a form acceptable to the County, certifying that the Seller and any interest holders are not subject to tax under the Foreign Investment and Real Property Tax Act of 1980.
The Seller and the County shall each deliver to the other such other documents or instruments as may reasonably be required to Close this transaction.

6.2 **Prorations.** All taxes and special assessments which are a lien upon the property on or prior to the Closing Date (except current taxes which are not yet due and payable) shall be paid by the Seller. If the Closing Date occurs during the time interval commencing on November 2 and ending on December 31, Seller shall pay all current real estate taxes and special assessments levied against the Property, prorated based on the "due date" of such taxes established by the taxing authority having jurisdiction over the Property. If the Closing Date occurs between January 1 and November 1, the Seller shall, in accordance with Florida Statutes section 196.295, pay an amount equal to the current real estate taxes and assessments, prorated to the Closing Date.

7. **Closing Costs; Expenses.** County shall be responsible for preparation of all Closing documents.

7.1 County shall pay the following expenses at Closing:

7.1.1 The cost of recording the warranty deed and any release or satisfaction obtained by Seller pursuant to this Agreement.

7.1.2 Documentary Stamps required to be affixed to the warranty deed.

7.1.3 All costs and premiums for the owner's marketability title insurance commitment and policy, if any.

7.2 Seller shall pay the following expenses at or prior to Closing:

7.2.1 All costs necessary to cure title defect(s) or encumbrances, other than the Permitted Exceptions, and to satisfy or release of record all existing mortgages, liens or encumbrances upon the Property.

7.3 The Seller and County shall each pay their own attorneys' fees.

8. **Miscellaneous.**

8.1 **Controlling Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue shall be in Indian River County for all state court matters, and in the Southern District of Florida for all federal court matters.

8.2 **Condemnation.** In the event that all or any part of the Property shall be acquired or condemned for any public or quasi-public use or purpose, or if any acquisition or condemnation proceedings shall be threatened or begun prior to the Closing of this transaction, County shall have the option to either terminate this Agreement, and the obligations of all parties hereunder shall cease, or to proceed, subject to all other terms, covenants, conditions, representations and warranties of this Agreement, to the Closing of the transaction contemplated hereby and receive
title to the Property; receiving, however, any and all damages, awards or other compensation arising from or attributable to such acquisition or condemnation proceedings. County shall have the right to participate in any such proceedings.

8.3 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to this transaction and supersedes all prior agreements, written or oral, between the Seller and the County relating to the subject matter hereof. Any modification or amendment to this Agreement shall be effective only if in writing and executed by each of the parties.

8.4 **Assignment and Binding Effect.** Neither County nor Seller may assign its rights and obligations under this Agreement without the prior written consent of the other party. The terms hereof shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

8.5 **Notices.** Any notice shall be deemed duly served if personally served or if mailed by certified mail, return receipt requested, or if sent via "overnight" courier service or facsimile transmission, as follows:

If to Seller: Devanand & Rookminoo Maharaj  
Address: 8806 92nd Court  
City, State, Zip: Vero Beach, FL 32967  
Facsimile #

If to County: Indian River County  
1840 25th Street, Vero Beach, FL 32960  
Attn: Lesley Benyon, RE Acquisition Agent  
Facsimile # (772) 778-9391

Either party may change the information above by giving written notice of such change as provided in this paragraph.

8.6 **Survival and Benefit.** Except as otherwise expressly provided herein, each agreement, representation or warranty made in this Agreement by or on behalf of either party, or in any instruments delivered pursuant hereto or in connection herewith, shall survive the Closing Date and the consummation of the transaction provided for herein. The covenants, agreements and undertakings of each of the parties hereto are made solely for the benefit of, and may be relied on only by the other party hereto, its successors and assigns, and are not made for the benefit of, nor may they be relied upon, by any other person whatsoever.

8.7 **Attorney's Fees and Costs.** In any claim or controversy arising out of or relating to this Agreement, each party shall bear its own attorney's fees, costs, and expenses.

8.8 **Counterparts.** This Agreement may be executed in two or more counterparts, each one of which shall constitute an original.

8.9 **County Approval Required:** This Agreement is subject to approval by the Indian River County as set forth in paragraph 2.
8.10 **Beneficial Interest Disclosure:** In the event Seller is a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, Seller shall provide a fully completed, executed, and sworn beneficial interest disclosure statement in the form attached to this Agreement as an exhibit that complies with all of the provisions of Florida Statutes Section 286.23 prior to approval of this Agreement by the County. However, pursuant to Florida Statutes Section 286.23 (3)(a), the beneficial interest in any entity registered with the Federal Securities and Exchange Commission, or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public, is exempt from disclosure; and where the Seller is a non-public entity, that Seller is not required to disclose persons or entities holding less than five (5%) percent of the beneficial interest in Seller.

8.11 County may obtain a survey of the Property. If the size of the Property differs from the size shown on the tax map, County shall within fifteen (15) days following the Effective Date of this Agreement, determine whether or not the size difference substantially affects County's unsuitable for County's planned use, County shall within said fifteen (15) days, terminate this Agreement by written notice to Seller, whereupon shall be of no further force and effect.

8.12 **Lease-back:** The Seller will be allowed to lease back the property, legally described in Exhibit "A", at no charge until September 30, 2007 or until the CR 510 road-widening construction starts, whichever comes sooner. Should the project start date be postponed, the County may extend the Lease at the County's discretion. The County and the Seller will enter into a Lease in the form of Exhibit "B" attached hereto and incorporated by this reference. The Lease will commence on the closing date.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

SELLER:

Name: Devanand Maharaj
By: ________________
Date Signed: 10-6-06

Name: Rookminee Maharaj
By: ________________
Date Signed: 10-6-06

COUNTY:

INDIAN RIVER COUNTY, FLORIDA

By: ________________
Date Signed: ________________

Attest: J. K. Barton, Clerk
By: ________________

Deputy Clerk
By: ________________

Acquisition Agent

Approved: ________________
By: Joseph A. Board
County Administrator

Approved as to form and legal sufficiency
By: ________________
County Attorney
Exhibit A

Vero Lake Estates, Unit A, Block E, Lot 12 (BK-PG 4-70)

Commonly known as: 8866 92nd Court, Vero Beach, FL 32967
Parcel #: 318270000400080012.0
Exhibit B

LEASE

This LEASE, executed this ____ day of __________, 2006, in consideration of the following covenants, agreements, limitations, and conditions entered into by the parties hereto, the BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the State of Florida, 1440 25th Street, Vero Beach, FL 32960, hereafter called LANDLORD, doth lease unto Devanand & Rookminne Maharaj, hereinafter (collectively) called TENANT, the real property and facilities situated thereon, located in Indian River County, Florida, and more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference, to be occupied only as a private, single-family residence, and for no other purpose, for the terms commencing on the ____ day of __________, 2006, and ending on the 30th day of September, 2007 (a twelve month period commencing on the day of closing by County on the property) at the rent of $ -0-.

THIS LEASE SHALL NOT BE EXTENDED BEYOND THE TERM STATED. Tenant must vacate the premises on or before the 30th day of September 2007. Tenant may opt out of this LEASE anytime during the lease period by providing written notice to Landlord as such.

THIS LEASE MAY NOT BE ASSIGNED by the TENANT nor shall TENANT sublet or grant any license to use the premises or any part of them.

PROVIDED ALWAYS, and the TENANT hereby covenants:

1. To make any and all repairs to the said premises, plumbing, fixtures, wiring, etc. when the damage was in any way caused by the fault or negligence of the said TENANT; TENANT will at the end of this lease surrender and deliver up said premises, without demand, in as good order and condition as when entered upon, loss by fire, inevitable accident, ordinary wear and decay only excepted. TENANT shall not make any alterations or improvements to the premises without the prior written consent of the LANDLORD.

2. That in the event the premises are destroyed or so damaged by fire or other unavoidable casualty as to be unfit for occupancy or use, then this LEASE shall thereby be determined ended. LANDLORD shall not be liable to rebuild or replace said premises.

3. To permit LANDLORD or his agent, at any reasonable time, to enter said premises or any part thereof for the purpose of exhibiting the same or making repairs thereof.

4. TENANT agrees to keep and maintain at all time during the lease term, at TENANT'S expense, a renter's insurance policy protecting LANDLORD against any internal damage to the house, and a general liability policy protecting LANDLORD against all claims and demands that may arise or be claimed on account of TENANT'S use of the premises in an amount of at least $100,000 for individual injuries and $200,000 per occurrence. On the insurance policy, the LANDLORD must be named as co-insured, and the LANDLORD must be given 30-days written notice of insurance company's intent to cancel or terminate the policy.
5. To pay all charges for electricity, waste disposal, water, and gas used on said premises; not to hold the LANDLORD responsible for any delay in the installation of electricity, water, or gas, or meters therefore, or interruption in the use and services of such commodities.

6. Not to use the demised premises, or any part thereof, or permit the same to be used for any illegal, immoral, or improper purposes; not to make, or permit to be made, any disturbance, noise, or annoyance whatsoever detrimental to the premises or the comfort and peace of the inhabitants of the vicinity of the demised premises. TENANT'S use of the property shall at all times comply with all laws and ordinances in effect in Indian River County, Florida.

7. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county public health unit. This paragraph is included pursuant to the requirement of Florida Statutes Chapter 404.056 for the purpose of public information and notification.

8. IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto, that if TENANT shall violate any of the covenants and conditions of this lease, then the TENANT shall become a TENANT AT SUFFERANCE, and in the event TENANT is evicted by suit at law, said TENANT agrees to pay to said LANDLORD all costs of such suit including a reasonable attorney's fee, that no assent, expressed or implied, to any breach of one or more of the covenants and agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach.

AND IT IS FURTHER UNDERSTOOD AND AGREED that all covenants and agreements of this lease shall not be binding upon, nor apply to the heirs or personal representatives of the respective parties hereto.

BOARD OF COUNTY COMMISSIONERS
Indian River County, Florida

By _______________ ... 

Arthur R. Neuberger, Chairman

Approved by BCC: _______________ (Date)

Attest:  J. K. Barton, Clerk of Circuit Court

By _______________ ... 

Deputy Clerk

Approved as to form and legal sufficiency:

By _______________ ... 

County Attorney

TENANTS

Devanand Maharaj

Date: 10-6-06

Rookminee Maharaj

Date: 10-6-06

Signed in the presence of:

Witness

Witness

[Signature]

[Signature]
Exhibit A

Vero Lake Estates, Unit A, Block E, Lot 12 (BK-PG 4·70)

Commonly known as: 8866 92nd Court, Vero Beach, FL 32967
Parcel #: 31387000004005000012.0
INDIAN RIVER COUNTY, FLORIDA
BOARD MEMORANDUM

TO: Joseph A. Baird, County Administrator
FROM: James W. Davis, P.E., Public Works Director
SUBJECT: Falcon Trace Subdivision - Third Amendment to the Developer's Agreement
DATE: October 17, 2006

DESCRIPTION AND CONDITIONS

To avoid the closing of 17th Lane SW at three different periods for road widening and sidewalk improvements, the County and Indian River Associates II, LLLP, have agreed for the County to manage and construct improvements at three overlapping locations (20th Avenue SW at 17th Lane SW, 17th Lane SW at Falcon Trace’s entrance, and, potentially, 17th Lane SW at Sunrise Village’s proposed entrance). The attached Amendment No. 3 provides for the Developer paying to the County $220,000.00 for 20th Avenue SW/17th Lane improvements, $571,744.75 for 17th Lane SW/Falcon Trace Entrance, and $125,000 for 20th Avenue SW sidewalk. The County will manage, bid and construct the improvements instead of the Developer. The Developer of Sunrise Village, north of 17th Lane SW, may fund $300,000 for a 17th Lane SW overlapping turn lane.

ALTERNATIVES AND ANALYSIS

The alternatives are as follows:

Alternative No. 1 - Approve the amendment to the agreement and authorize the Chairman’s signature. This will allow the County to construct one project and avoid closing the road three times and avoid construction overlaps.

Alternative No. 2 - Deny approval and require the Developers to construct independent projects.

RECOMMENDATIONS AND FUNDING

Staff recommends Alternative No. 1 whereby the amendment No. 3 is approved. Funding for 17th Lane SW and 20th Avenue SW improvements shall be $916,744.75 from Indian River Associates, L.L.C., $300,000.00 from Sunrise Village Developer, and budgeted County funds of $700,000.00.
ATTACHMENTS

Amendment No. 3 to the Developer's Agreements for Falcon Trace Subdivision

DISTRIBUTION

Mike Fogerty, Indian River Associates II, LLP

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APPROVED AGENDA ITEM

FOR: October 24, 2006

BY [Signature]
AGENDA COPY
THIRD AMENDMENT to AGREEMENT
between
INDIAN RIVER COUNTY
and
INDIAN RIVER ASSOCIATES II, L.L.P.

WHEREAS, INDIAN RIVER COUNTY (County) entered into a developer's agreement with INDIAN RIVER ASSOCIATES II, L.L.P (Developer) on August 10, 2004, concerning Falcon Trace Development; and

WHEREAS, the original agreement has been amended on November 8, 2004 and on February 8, 2005.

WHEREAS, paragraph 7 of the agreement called for the Developer to "plan, design, obtain permits for and construct an expansion of existing 20th Avenue SW from 17th Lane SW to 21st Street SW from a one-half paved street to a two-lane 24' wide roadway"; and

WHEREAS, paragraph 10 of the agreement called for the Developer to "plan, design and construct 5' wide side walks along 27th Avenue SW, 21st Street SW and 20th Avenue SW along DEVELOPER'S frontage for each phase of the Development."; and

WHEREAS, DEVELOPER, as a condition of its project, is required to design, construct and pave a section of 17th Lane SW from a point west of their project entrance to 20th Avenue SW; and

WHEREAS, due to events outside of the control of either Developer or County, the Developer's Agreement must be amended to reflect the design changes that have occurred over the past 18 months.
NOW, THEREFORE, in consideration of the following mutual covenants and agreements INDIAN RIVER COUNTY, FLORIDA and INDIAN RIVER ASSOCIATES II. LLP agree as follows:

A. The Developer's Agreement dated August 10, 2004 is amended as follows:

Paragraph 7 of the Agreement shall read as follows:

7. Construction of 20th Avenue SW from 17th Lane SW to 21st Street SW. 20th Avenue SW from 17th Lane SW to 21st Street SW is currently a one-half paved street. On or before December 1, 2006, DEVELOPER shall make a lump sum contribution of $220,000.00 to the County for the County to plan, design, obtain permits for and construct an expansion of existing 20th Avenue SW from 17th Lane SW to 21st Street SW from a one-half paved street to a two-lane 24' wide roadway in accordance with FDOT Green Book Specifications. Payment of this amount shall satisfy Developer's obligation as to 20th Avenue SW improvements.

7.1 Construction of 17th Lane SW. As a condition of its project, DEVELOPER was required to design, construct and pave a section of 17th Lane SW from a point west of their project entrance to 20th Avenue SW. Due to concerns with maintenance of traffic and road closures, the DEVELOPER and COUNTY agree that the COUNTY shall assume responsibility for design, construction and paving of this section of roadway. In exchange for assumption of this duty, DEVELOPER shall pay to the COUNTY the sum of $571,744.75. Payment of this amount shall satisfy Developer's obligation as to 17th Lane SW improvements. DEVELOPER shall make payments in the amounts indicated above on or before December 1, 2006.

B. The Developer's Agreement dated August 10, 2004 is further amended as follows:

...
Paragraph 10 of the Agreement shall read as follows:

10. **Sidewalk Construction.** DEVELOPER shall convey an additional 10' of right-of-way to COUNTY along the entire length of the northern property line of the development for construction of a public sidewalk. DEVELOPER shall plan, design and construct an 8' wide concrete sidewalk on the right-of-way conveyed and the sidewalk shall be dedicated to COUNTY for use by the public. DEVELOPER shall also plan, design and construct 5' wide sidewalks along the DEVELOPER'S 27th Avenue SW and 21st Street SW frontage for each phase of the Development. The county has plans to improve 20th Avenue SW along the projects border. Developer and County agree that the contractor awarded shall be responsible for construction of the 5' sidewalk along Developer's frontage at 20th Avenue SW. Rather than construct this sidewalk, Developer shall contribute the amount of $125,000.00. Payment of this amount shall satisfy Developer's obligation as to construction of the 5' sidewalks along the project's 20th Avenue SW border. DEVELOPER shall make payments in the amounts indicated above on or before December 1, 2006.

C. Except as supplemented herein, the terms and conditions of the Agreement shall remain in full force and effect. To the extent of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Third Amendment to Agreement is executed by the authorized representatives of the parties as of the day and year first above written.
IN WITNESS WHEREOF the COUNTY and DEVELOPER has caused these presents to be executed in their names, the day and year first above written.

INDIAN RIVER ASSOCIATES II, LLLP
A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP
BY: INDIAN RIVER II CORPORATION,
A FLORIDA CORPORATION,
ITS GENERAL PARTNER

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: ____________________________
Arthur R. Neuberger, Chairman

WITNESS: ________________________
Joseph A. Baird, County Administrator

WITNESS: ________________________
(Corporate seal is acceptable in place of witnesses)

Attest: __________________________
Jeffrey K. Barton
Clerk of Court

Approved as to form and legal sufficiency

County Attorney

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TO: Joseph A. Baird  
County Administrator

THROUGH: James W. Davis, P.E.  
Public Works Director

Terry B. Rauth, P.E.  
Capital Projects Manager

FROM: Lesley Benyon, M.S., Ph.D.  
Real Estate Acquisition Agent

SUBJECT: Property Acquisition, 8865 91st Avenue - CR 510 Widening and Improvements  
County Project No. 0610  
Gina Hower, Owner

DATE: October 18th, 2006

DESCRIPTION AND CONDITIONS

County staff would like to purchase a property at 8865 91st Avenue as an advanced acquisition in conjunction with plans for the future widening of CR 510. As part of the CR 510 project 89th Street in Vero Lake Estates will also be widened. The subject parcel is a corner lot and measures approximately 134.07 feet along 89th Street, with approximately 100 feet along 91st Avenue, totaling approximately 0.31 acres. It includes a 1,231 square foot dwelling, along with other site improvements.

The mapping and survey at this portion of the widening project has not been completed. According to ROW information shown for Vero Lakes Estates, based on the County project file for Storm water Improvements, Phase I (prepared by Carter Associates), the existing right-of-way in this section is 35 feet, with an additional 20.5 feet of right-of-way required to the South. The Ultimate right-of-way of 55.5 feet does not encompass the dwelling but takes a considerable portion of the site. The County would be purchasing the entire property in fee simple. The residence can be salvaged and resold. The parcel is zoned RS-3.

Staff acquired an appraisal report of the fee simple interest of the property from Appraisal Associates of the Treasure Coast, Inc. The Estimated Market Value reported as of September 6th, 2006 was $179,000.00. I have reviewed the appraisal, and am in concurrence with the value estimate. This valuation was presented to the Seller. The Sellers would not accept $179,000 based on the following rationale: Seller had just purchased the home in March of this year. She has added upgrades to the home including, new roof, updated bathrooms, new interior and exterior paint, landscaping, new pergo flooring, new kitchen fixtures and appliances. She will also incur a mortgage penalty with the sale of the home. Seller initially counter-offered at $260,000. After considerable negotiation the Seller reduced their counter-offer to $204,000. Considering...
the mitigating factors mentioned above I agree that it would seem appropriate to include some compensation above market value.

The Sellers have executed an Agreement To Purchase And Sell Real Estate at a proposed Purchase Price of $204,000.00, subject to the following condition: Sellers are to lease back the property until October 31\textsuperscript{st}, 2008 or until the CR 510 road-widening project starts, whichever comes sooner, at no charge, to allow them time to relocate.

Staff has indicated that none of the planned roadwork would likely commence before the end of the leaseback period. Sellers have already executed a lease, which is attached to the Agreement To Purchase And Sell Real Estate, and subject to approval and execution by the Board.

There are no attorney fees. The appraisal fee paid was $325.00.

**RECOMMENDATIONS AND FUNDING**

Seller is willing to sell in advance of the widening project. The Purchase Price exceeds the reported market value, but there is justification for the higher price due to the short holding period, renovations, and mortgage penalties. The Sellers can remain on the property for approximately 24 months rent-free. After the road project is complete, the home could be declared surplus and sold by the County.

The Board's options include the following:

Option 1. Approve the transaction, allowing the CR 510 Widening Project to commence on schedule.

Option 2. Do not approve the transaction, thereby postponing the CR 510 plans, with possible condemnation at a later date.

Staff recommends Option 1: That the Board approves the $204,000 purchase, and the leaseback, and authorizes the Chairman to execute the Agreement To Purchase And Sell Real Estate.

Funding to be from Account #10215141-066120-06020.

**ATTACHMENT**

Agreement To Purchase And Sell Real Estate (two originals + one copy)
Color photos of Subject and aerial photo of Subject
DISTRIBUTION

Jason F. Brown, Manager, Budget Office
Gina Hower, Owner
8865 91st Avenue, Vero Beach, FL 32967

APPROVED AGENDA ITEM
FOR: October 24th, 2006
BY: [Signature]

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AGREEMENT TO PURCHASE AND SELL REAL ESTATE

THIS AGREEMENT TO PURCHASE AND SELL REAL ESTATE ("Agreement") is made and entered into as of the day of October , 2006, by and between Indian River County, a political subdivision of the State of Florida ("County"), and , Gina Hower ("Seller"), who agree as follows:

1. Agreement to Purchase and Sell. The Seller hereby agrees to sell to the County, and the County hereby agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, that certain parcel of real property located at 8865 91st Avenue County of Indian River, State of Florida and more specifically described on Exhibit "A" attached hereto and incorporated by this reference containing approximately 13407 square feet, and all improvements thereon, together with all easements, rights and uses now or hereafter belonging thereto (collectively, the "Property").

2. Purchase Price, Effective Date. The purchase price (the "Purchase Price") for the Property shall be two hundred four thousand and 00/100 Dollars ($ 204,000). The Purchase Price shall be paid on the Closing Date. The Effective Date of this Agreement shall be the date upon which the County shall have approved the execution of this Agreement, either by approval by the Indian River County Board of County Commissioners at a formal meeting of such Board or by the County Administrator pursuant to his delegated authority.

3. Title. Seller shall convey marketable title to the Property by warranty deed free of claims, liens, easements and encumbrances of record or known to Seller; but subject to property taxes for the year of Closing and covenants, restrictions and public utility easements of record provided (a) there exists at Closing no violation of any of the foregoing; and (b) none of the foregoing prevents County's intended use and development of the Property ("Permitted Exceptions").

3.1 County may order an Ownership and Encumbrance Report or Title Insurance Commitment with respect to the Property. County shall within fifteen (15) days following the Effective Date of this Agreement deliver written notice to Seller of title defects. Title shall be deemed acceptable to County if (a) County fails to deliver notice of defects within the time specified, or (b) County delivers notice and Seller cures the defects within thirty (30) days from receipt of notice from County of title defects ("Curative Period"). Seller shall use best efforts to cure the defects within the Curative Period and if the title defects are not cured within the Curative Period, County shall have thirty (30) days from the end of the Curative Period to elect, by written notice to Seller, to: (i) to terminate this Agreement, whereupon shall be of no further force and effect, or (ii) extend the Curative Period for up to an additional 90 days; or (iii) accept title subject to existing defects and proceed to closing.

4. Representations of the Seller.

4.1 Seller is indefeasibly seized of marketable, fee simple title to the Property, and is the sole owner of and has good right, title, and authority to convey and transfer the Property which is the subject matter of this Agreement, free and clear of all liens and encumbrances.

530
4.2 From and after the Effective Date of this Agreement, Seller shall take no action which would impair or otherwise affect title to any portion of the Property, and shall record no documents in the Public Records which would affect title to the Property, without the prior written consent of the County.

4.3 There are no existing or pending special assessments affecting the Property, which are or may be assessed by any governmental authority, water or sewer authority, school district, drainage district or any other special taxing district.

5. Default.

5.1 In the event the County shall fail to perform any of its obligations hereunder, the Seller shall, at its sole option, be entitled to: (i) terminate this Agreement by written notice delivered to the County at or prior to the Closing Date and thereupon neither the Seller nor any other person or party shall have any claim for specific performance, damages, or otherwise against the County; or (ii) waive the County's default and proceed to Closing.

5.2 In the event the Seller shall fail to perform any of its obligations hereunder, the County shall, at its sole option, be entitled to: (i) terminate this Agreement by written notice delivered to the Seller at or prior to the Closing Date and thereupon neither the County nor any other person or party shall have any claim for specific performance, damages or otherwise against the Seller; or (ii) obtain specific performance of the terms and conditions hereof; or (iii) waive the Seller's default and proceed to Closing.

6. Closing.

6.1 The closing of the transaction contemplated herein ("Closing" and "Closing Date") shall take place within 60 days following the Effective Date of this Agreement. The parties agree that the Closing shall be as follows:

(a) The Seller shall execute and deliver to the County a warranty deed conveying marketable title to the Property, free and clear of all liens and encumbrances and in the condition required by paragraph 3.

(b) The Seller shall have removed all of its personal property and equipment from the Property and Seller shall deliver possession of the Property to County vacant and in the same or better condition that existed at the Effective Date hereof.

(c) If Seller is obligated to discharge any encumbrances at or prior to Closing and fails to do so, County may use a portion of Purchase Price funds to satisfy the encumbrances.

(d) If the Seller is a non-resident alien or foreign entity, Seller shall deliver to the County an affidavit, in a form acceptable to the County, certifying that the Seller and any interest holders are not subject to tax under the Foreign Investment and Real Property Tax Act of 1980.

(e) The Seller and the County shall each deliver to the other such other documents or instruments as may reasonably be required to Close this transaction.
6.2 **Prorations.** All taxes and special assessments which are a lien upon the property on or prior to the Closing Date (except current taxes which are not yet due and payable) shall be paid by the Seller. If the Closing Date occurs during the time interval commencing on November 2 and ending on December 31, Seller shall pay all current real estate taxes and special assessments levied against the Property, prorated based on the “due date” of such taxes established by the taxing authority having jurisdiction over the Property. If the Closing Date occurs between January 1 and November 1, the Seller shall, in accordance with Florida Statutes section 196.295, pay an amount equal to the current real estate taxes and assessments, prorated to the Closing Date.

7. **Closing Costs; Expenses.** County shall be responsible for preparation of all Closing documents.

7.1 County shall pay the following expenses at Closing:

7.1.1 The cost of recording the warranty deed and any release or satisfaction obtained by Seller pursuant to this Agreement.

7.1.2 Documentary Stamps required to be affixed to the warranty deed.

7.1.3 All costs and premiums for the owner’s marketability title insurance commitment and policy, if any.

7.2 Seller shall pay the following expenses at or prior to Closing:

7.2.1 All costs necessary to cure title defect(s) or encumbrances, other than the Permitted Exceptions, and to satisfy or release of record all existing mortgages, liens or encumbrances upon the Property.

7.3 The Seller and County shall each pay their own attorneys’ fees.

8. **Miscellaneous.**

8.1 **Controlling Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue shall be in Indian River County for all state court matters, and in the Southern District of Florida for all federal court matters.

8.2 **Condemnation.** In the event that all or any part of the Property shall be acquired or condemned for any public or quasi-public use or purpose, or if any acquisition or condemnation proceedings shall be threatened or begun prior to the Closing of this transaction, County shall have the option to either terminate this Agreement, and the obligations of all parties hereunder shall cease, or to proceed, subject to all other terms, covenants, conditions, representations and warranties of this Agreement, to the Closing of the transaction contemplated hereby and receive title to the Property; receiving, however, any and all damages, awards or other compensation arising from or attributable to such acquisition or condemnation proceedings. Country shall have
8.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to this transaction and supersedes all prior agreements, written or oral, between the Seller and the County relating to the subject matter hereof. Any modification or amendment to this Agreement shall be effective only if in writing and executed by each of the parties.

8.4 Assignment and Binding Effect. Neither County nor Seller may assign its rights and obligations under this Agreement without the prior written consent of the other party. The terms hereof shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

8.5 Notices. Any notice shall be deemed duly served if personally served or if mailed by certified mail, return receipt requested, or if sent via "overnight" courier service or facsimile transmission, as follows:

If to Seller: Seller: Gina Hower
Address: 8865 91st Avenue
City, State, Zip: Vero Beach, FL 32967
Facsimile #

If to County: Indian River County
1840 25th Street, Vero Beach, FL 32960
Attn: Lesley Benyon, RE Acquisition Agent
Facsimile # (772) 778-9381

Either party may change the information above by giving written notice of such change as provided in this paragraph.

8.6 Survival and Benefit. Except as otherwise expressly provided herein, each agreement, representation or warranty made in this Agreement by or on behalf of either party, or in any instruments delivered pursuant hereto or in connection herewith, shall survive the Closing Date and the consummation of the transaction provided for herein. The covenants, agreements and undertakings of each of the parties hereto are made solely for the benefit of, and may be relied on only by, the other party hereto, its successors and assigns, and are not made for the benefit of, nor may they be relied upon, by any other person whatsoever.

8.7 Attorney's Fees and Costs. In any claim or controversy arising out of or relating to this Agreement, each party shall bear its own attorney's fees, costs, and expenses.

8.8 Counterparts. This Agreement may be executed in two or more counterparts, each one of which shall constitute an original.

8.9 County Approval Required: This Agreement is subject to approval by the Indian River County as set forth in paragraph 2.

8.10 Beneficial Interest Disclosure: In the event Seller is a partnership, limited partnership,
corporation, trust, or any form of representative capacity whatsoever for others, Seller shall provide a fully completed, executed, and sworn beneficial interest disclosure statement in the form attached to this Agreement as an exhibit that complies with all of the provisions of Florida Statutes Section 286.23 prior to approval of this Agreement by the County. However, pursuant to Florida Statutes Section 286.23 (3)(a), the beneficial interest in any entity registered with the Federal Securities and Exchange Commission, or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public, is exempt from disclosure; and where the Seller is a non-public entity, that Seller is not required to disclose persons or entities holding less than five (5%) percent of the beneficial interest in Seller.

8.11 County may obtain a survey of the Property. If the size of the Property differs from the size shown on the tax map, County shall within fifteen (15) days following the Effective Date of this Agreement, determine whether or not the size difference substantially affects County’s unsuitable for County’s planned use, County shall within said fifteen (15) days, terminate this Agreement by written notice to Seller, whereupon shall be of no further force and effect.

8.12 Lease-back: The Seller will be allowed to lease back the property, legally described in Exhibit “A”, at no charge until October 31, 2008 or until the CR 510 road-widening construction starts, whichever comes sooner. Should the project start date be postponed, the County may extend the Lease at the County’s discretion. The County and the Seller will enter into a Lease substantially in the form of Exhibit “B” attached hereto and incorporated by this reference. The Lease will commence on the closing date.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

SELLER:

Name: Gma Hower
By ____________________________
Date Signed: 10/18/06

COUNTY:

INDIAN RIVER COUNTY, FLORIDA

By ____________________________
Date Signed: ____________________

Attest: J. K. Barton, Clerk
By ____________________________
Deputy Clerk
By ____________________________
Acquisition Agent

Approved:
By ____________________________
County Administrator

Approved as to form and legal sufficiency:
By ____________________________
County Attorney
Exhibit A

Vero Lake Estates, Unit A, Block A, Lot 1 (BK-PG 4-70)

Commonly known as: 8865 91st Avenue, Vero Beach, FL 32967
Parcel #: 31382700064001000001.0
This LEASE, executed this ____ day of October, 2006, in consideration of the following covenants, agreements, limitations, and conditions entered into by the parties hereto, the BOARD OF COUNTY COMMISIONERS OF INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the State of Florida, 1840 25th Street, Vero Beach, FL 32960, hereinafter called LANDLORD, doth lease unto Gina Howes, hereinafter (collectively) called TENANT, the real property and facilities situated thereon, located in Indian River County, Florida, and more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference, to be occupied only as a private, single-family residence, and for no other purpose, for the terms commencing on the ____ day of , 2006, and ending on the 31st day of October, 2008 (a twenty-four month period commencing on the day of closing by County on the property) at the rent of $-0-. 

THIS LEASE SHALL NOT BE EXTENDED BEYOND THE TERM STATED. Tenant must vacate the premises on or before the 31st day of October, 2008. Tenant may opt out of this LEASE anytime during the lease period by providing written notice to Landlord as such.

THIS LEASE MAY NOT BE ASSIGNED by the TENANT nor shall TENANT sublet or grant any license to use the premises or any part of them.

PROVIDED ALWAYS, and the TENANT hereby covenants:

1. To make any and all repairs to the said premises, plumbing, fixtures, wiring, etc. when the damage was in any way caused by the fault or negligence of the said TENANT. TENANT will at the end of this lease surrender and deliver up said premises, without demand, in as good order and condition as when entered upon, loss by fire, inevitable accident, ordinary wear and decay only excepted. TENANT shall not make any alterations or improvements to the premises without the prior written consent of the LANDLORD.

2. That in the event the premises are destroyed or so damaged by fire or other unavoidable casualty as to be unfit for occupancy or use, then this LEASE shall thereby be determined ended. LANDLORD shall not be liable to rebuild or replace said premises.

3. To permit LANDLORD or his agent, at any reasonable time, to enter said premises or any part thereof for the purpose of exhibiting the same or making repairs thereof.

4. TENANT agrees to keep and maintain at all time during the lease term, at TENANT'S expense, a renter's insurance policy protecting LANDLORD against any internal damage to the house, and a general liability policy protecting LANDLORD against all claims and demands that may arise or be claimed on account of TENANT'S use of the premises in an amount of at least $100,000 for individual injuries and $200,000 per occurrence. On the insurance policy, the LANDLORD must be named as co-insured, and the LANDLORD must be given 30 days written notice of insurance company's intent to cancel or terminate the policy.
5. To pay all charges for electricity, waste disposal, water, and gas used on said premises; not to hold the LANDLORD responsible for any delay in the installation of electricity, water, or gas, or meters therefore, or interruption in the use and services of such commodities.

6. Not to use the demised premises, or any part thereof, or permit the same to be used for any illegal, immoral, or improper purposes; not to make, or permit to be made, any disturbance, noise, or annoyance whatsoever detrimental to the premises or the comfort and peace of the inhabitants of the vicinity of the demised premises. TENANT'S use of the property shall at all times comply with all laws and ordinances in effect in Indian River County, Florida.

7. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county public health unit. This paragraph is included pursuant to the requirement of Florida Statutes Chapter 404.056 for the purpose of public information and notification.

8. IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto, that if TENANT shall violate any of the covenants and conditions of this lease, then the TENANT shall become a TENANT AT SUFFERANCE and in the event TENANT is evicted by suit at law, said TENANT agrees to pay to said LANDLORD all costs of such suit including a reasonable attorney's fee; that no assent, expressed or implied, to any breach of one or more of the covenants and agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach.

AND IT IS FURTHER UNDERSTOOD AND AGREED that all covenants and agreements of this lease shall not be binding upon, nor apply to the heirs or personal representatives of the respective parties hereto.

BOARD OF COUNTY COMMISSIONERS
Indian River County, Florida

By
Arthur R. Neuberger, Chairman

Approved by BCC: __________________________ (Date)

Attest: J. K. Barton, Clerk of Circuit Court

By Deputy Clerk

Approved as to form and legal sufficiency:

By Mark O.
County Attorney

Signed in the presence of:

Witnes

Witness

Witnes
Exhibit A

Vero Lake Estates, Unit A, Block A, Lot 1 (BK-PG 4-70)

Commonly known as: 8865 91st Avenue, Vero Beach, FL 32967
Parcel #: 313827000004001000001.0
BACKGROUND

The proposed Hobart Industrial Park will be a commercial business located at 4415 77th Street. The developer, LES Properties, LLC, is desirous of connecting to the County water system located along the west side of US Highway 1. The County planned to construct a 16-inch Master Planned Water Main along 77th Street to serve future development. A Developer’s Agreement between LES Properties and the County was prepared and approved by the Board of County Commissioners (BCC) on November 18, 2003 that outlined the sharing of the cost of the 16-inch water main between the two. The Engineer’s cost estimate at that time totaled $181,722.80. However, when the project was publicly bid through the County’s Purchasing Division, the lowest bid received was $207,890.00, which exceeded the amount approved by the BCC.

ANALYSIS

Based on the five bids received in July 2004 the Utilities Department staff believes that the Engineer’s cost estimate was too low for that time. The three lowest bids were $207,890.00, $228,922.00 and $231,463.00 as shown in a letter dated July 23, 2004 from McCain and Associates. When the bids were originally received, staff considered awarding the contract to the lowest bidder, KNCT, INC. However, upon review of their references, it was determined that they were not qualified to do underground water main construction. The bid by the second low bidder was considered too high. During the same time, the two hurricanes of 2004 struck and further delayed the project. The costs of labor and materials have now escalated since the original bids were received in 2004 and the budget established in the Developer’s Agreement ($181,722.80) is not applicable now. The increases have been largely the result of the hurricanes of September 2004 and the increased cost of crude oil. The developer was granted a site plan extension, and until now, construction of the project has not been eminent. Construction of the water main has now become a condition of the Hobart Industrial Park Substantial Completion approval, and it has once again become critical.

The Department of Utilities Services requested that McCain and Associates, Inc. prepare a current cost estimate for construction and construction phase engineering services. On August 1, 2006 a letter was
received from McCain and Associates dated July 31, 2006 presenting these estimated costs (See Attachment 1). A Proposal for construction phase engineering services dated August 28, 2006 from McCain and Associates, Inc. is also enclosed as Attachment 2. The estimated construction cost is $301,187.30 and the estimated engineering services costs are $11,365.00 ($10,365.00 + $1,000.00) for a total of $312,552.30: McCain and Associates, Inc. now recommends a total budget for the project is established as $315,000.00 (rounded).

The developer's share of the project cost would be the line extension fee of $1.25 per front foot for 398 feet, or a total of $4,477.50. The County's estimated cost share would therefore be $310,522.25.

RECOMMENDATION

The staff of the Department of Utility Services recommends that the BCC approve the project for a total cost of $315,000.00 (rounded), approve the proposal for construction phase engineering services from W. F. McCain and Associates for $11,365.00, and authorize the Chairman to execute same, as presented.

LIST OF ATTACHMENTS:

2. Proposal from McCain and Associates dated August 28, 2006 for Construction Phase Engineering Services

FINANCIAL:
Account Number 472-160000-06547 Project Estimate: $315,000.00 (rounded)

APPROVED FOR AGENDA:

By: Joseph A. Band, County Administrator

DATE: October 24, 2006
July 31, 2006

Gordon Sparks  
Environmental Engineer  
Indian River County  
1840 25th St  
Vero Beach, Fl. 32960  

RF: Hobart Road Industrial Park  Developers Agreement  
IRCO UPC-2387  
Engineers Project No 06-166

Mr. Sparks:

As per our discussions, I have received the revised WFM proposal from the County Attorneys Office. Attached you will find two original executed copies of said agreement. I will, as requested, summarize the project's history as follows:

1. On 11/18/03, the Indian River County Board of County Commissioners approved the original Developers Agreement. The final cost estimate for construction was $163,222.80. (see attached copy of original agreement)

2. The project was bid on 7/14/04 through the counties Demand STAR advertising system.

3. The project's bids were evaluated and submitted to IRCO Utilities on 7/23/04 with a low bid of $207,890.00. As stated in the attached 7/23/04 evaluation letter. The project would need to go back to the BCC for an adjustment in costs to proceed.

4. After a lengthy review of the low bidder (a new underground construction company) by both WFM and IRCO Utilities Staff, it was determined not to proceed, for the following reasons:
   a. The credentials of the low bidder could not be substantiated by IRCO Utilities.
   b. The project's cost, should the 2nd lowest bidder be considered, were considered too high.

5. It was determined by the utilities staff (see copy of Doyle letter dated 12/10/04) not to award, and have the line size reduced from 16 in. to 12 in.

6. Utilities was to have the counties unit outside construction company build the line at the reduced size. At a future date, a 2nd 12 in. line would be constructed to meet a combined transmission capability equal to a 16 in. line.

Attachment 1
WFM redesigned the main at the county's request and relinquished plans to the county at both the 16 in. and 12 in. sizing for construction by the county's construction services utility contractor.

The county's utility staff has reevaluated alternate routes for the previously proposed parallel 12 in. line installation. Staff has determined that no other practical route exists, either on Hobart Rd. or other streets parallel to the route. This, along with an increased future cost, i.e. railway lease, etc.

IRCO utilities staff is requesting a rebid of the project with WFM as the county's representative. This is being proposed as WFM is the Engineer of Record for the project and time is of the essence. The original developer, Mr. Alan Schumacher, is preparing to construct the final building on his Hobart Commercial Site and is relying on this main for the required Fire Flow at the site. WFM has updated the project's cost estimate, see attached. The revised total project cost to completion is $312,552.30, WFM recommends a budget of $315,000 be utilized; however, the construction only is $301,187.30.

WFM is now prepared to, upon execution of the attached agreement, move ahead at the utility department's request and rebid this project on behalf of the county.

If you have any questions, or need additional information, please do not hesitate to contact me directly at 772-770-1093, ext 13.

Sincerely,

William F. McCain, P.E.
President / Principal Engineer

Cc: M. Hotchkiss
A. Schumacher
August 28, 2006

Mr. Gordon Sparks  
Environmental Engineer  
Indian River County Utilities  
1840 25th Street  
Vero Beach, FL 32960

Dear Mr. Sparks,

At your request, we are hereby submitting our proposal to provide professional engineering services for the above-referenced project. Based on our understanding of your project needs and the rules and regulations of Indian River County, the Department of Environmental Protection and our review with the Utilities Department staff of the proposed construction, our scope of work would include the following services:

**Task I**

1. Project coordination with Mr. Gordon Sparks as the County's representative.
2. Project coordination with the following permitting agencies:
   a. Indian River County (IRCO)
   b. Indian River County Utilities
   c. Florida Department of Environmental Protection (FDEP)
   d. Florida East Coast Railway (FEC)
3. Project coordination with Mr. Gordon Sparks, Indian River County Utilities, for bid package preparation.
4. Coordinate pre-bid meeting.
5. Evaluate bids and respond to RAL's.
6. Submit Right-of-way permit to Indian River County Engineering Dept., etc.

Estimated Fee: $1310.00

**Task II**

1. Coordination of and attendance at a pre-construction conference with the contractor and IRCO prior to commencement of construction.
2. Provide shop drawing review for all construction components.
3. Issuance of the notice to proceed.
4. Review all pay requests (estimated at 3 requests) for recommendation of payment.

Estimated Fee: $810.00
Task III

1. Provide on-site inspection services
   a. Estimated construction time of 45 days to substantial completion and 60 days to final completion.
   b. Site inspection based on a 3 days per week basis, 3 hours per visit during the construction period.

Estimated Fee: $5895.00

Task IV

1. Provide record drawings from contractor supplied as-built drawings (signed by a Florida registered land surveyor).
2. Provide final certification to all appropriate agencies.

Estimated Fee: $2350.00

Proposed Fee Schedule:

Engineering Services @ $105.00 per hour
Construction Inspection @ $65.00 per hour

Task I

Engineering Services, 10 hours ........................................................... $1050.00
Construction Inspection, 6 hours ......................................................... $260.00
Task I Subtotal .................................................................................. $1310.00

Task II

Engineering Services, 4 hours ............................................................ $420.00
Construction Inspection, 6 hours ......................................................... $390.00
Task II Subtotal ................................................................................. $810.00

Task III (Assumes a 9 week total construction period.)

Engineering Services, 6 hours ............................................................. $630.00
Construction Inspection, 11 hours ....................................................... $5265.00
Task III Subtotal ................................................................................. $5895.00

Task IV

Engineering Services, 10 hours ........................................................... $1050.00
Construction Inspection, 20 hours ....................................................... $1300.00
Task IV Subtotal ................................................................................ $2350.00

Total ........................................................................................................ $10,365.00*

*Direct costs, per general conditions, are estimated at $1,000.00.

We propose to provide the above described engineering services for a total estimated fee, of $10,365.00.

Billing will be monthly and will be based on the hourly rates below, plus direct costs as stated in our Standard Provisions section. All billing for sub-consultants will be at direct cost in accordance with our Standard Provisions. If at any time during evaluation and design of the herein proposed services it becomes apparent that the described scope of work changes, we will immediately notify you in writing, prior to making such changes. Such changes will be considered additional services requiring written authorization and will be provided on an hourly basis at the following hourly rates:

Initial WFF Initial Client
<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>$120.00 per hour</td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>$110.00 per hour</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$100.00 per hour</td>
</tr>
<tr>
<td>Senior Structural Engineer</td>
<td>$100.00 per hour</td>
</tr>
<tr>
<td>Structural Engineer</td>
<td>$85.00 per hour</td>
</tr>
<tr>
<td>Structural Inspector</td>
<td>$70.00 per hour</td>
</tr>
<tr>
<td>Traffic Engineer</td>
<td>$95.00 - $140.00 per hour</td>
</tr>
<tr>
<td>Junior Engineer</td>
<td>$70.00 per hour</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>$70.00 per hour</td>
</tr>
<tr>
<td>Junior Technician</td>
<td>$60.00 per hour</td>
</tr>
<tr>
<td>Sr. Landscape Designer</td>
<td>$70.00 per hour</td>
</tr>
<tr>
<td>Construction Inspector</td>
<td>$65.00 per hour</td>
</tr>
<tr>
<td>Construction Management</td>
<td>$80.00 per hour</td>
</tr>
<tr>
<td>Administrative</td>
<td>$35.00 per hour</td>
</tr>
</tbody>
</table>

Invoices for our services will be billed monthly based on actual time expended at the above hourly rates plus applicable direct costs with payment due in accordance with the Local Government Prompt Payment Act (2005), Section 218.70, Florida Statutes, et seq.

We are available to begin work described herein and more specifically upon receipt of your written acceptance of this proposal/contract.

Sincerely,

W. F. McCain & Associates, Inc.

William F. McCain, P.E.
President

WFM/Am

INDIAN RIVER COUNTY

Arthur R. Neuberger
Chairman, Board of County Commissioners

DATE: ____________

Attest: __________________________
J. K. Barton, Clerk of the Circuit Court

By: _____________________________
Deputy Clerk

Approved by_____________________
County Administrator
STANDARD PROVISIONS

Terms - Invoices will be provided on a monthly basis and will be based upon percentage of completion or actual hours, plus expenses, depending on contract terms. Payment is due W.F. McCain & Associates, Inc. by the due date shown on the invoice in accordance with the Local Government Prompt Payment Act (2005), Section 218.70, Florida Statutes, et seq. Owner or Engineer may also suspend or terminate work as outlined above as a result of an act of government such as a declaration of national emergency making work progress impossible.

Expenses/Direct Costs - Incidental expenses and direct costs are reimbursable as follows: Blueprints $1.50 each, blacklines $2.00 each, copies $0.12 each, mylars $10.00 each, vellums $6.50 each, and mileage pursuant to Florida Statutes section 112.061. If it becomes necessary during the course of this project to travel elsewhere, those travel costs such as tolls, parking and mileage will be treated as reimbursable expenses. These expenses will be reflected in monthly invoices. (Any additional direct costs must be pre-approved by the client).

Liability - The liability of W.F. McCain and Associates Inc. for damages arising out of its performance for any mistake, omission, interruption, delay, error or defects, in the providing of its services set forth herein, in any portion of its services, occurring in the course of performing this agreement, shall in no event exceed the amount of the contract for services.

Hazardous Substances and Conditions-
(a) Unless stated in the scope of services, it is agreed that the Client does not request the Consultant or perform any services or to make any determinations involving hazardous substances or conditions, as defined by Federal or State law. If such services are agreed to, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediation expert with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.
(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated on the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services. The parties shall decide if Consultant is to proceed with testing and evaluation and may enter into further agreements as to the additional scope, fee and terms for such services.
(c) If the Consultant's services cannot be performed because of the actual or suspected existence of a hazardous substance or condition different from that contemplated in the scope of services, the Client shall be deemed to have substantially failed to perform in accordance with the terms of this Agreement for the purpose of termination.

Construction Phase Services
If the Consultant's services include the preparation of documents to be used for construction, the Consultant shall not be responsible for any interpretation of the intent of its documents if it is not retained and paid for periodic site visits. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any failure to perform its work in accordance with the contract documents.

The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client; and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insured under the contractor's general liability insurance policy.

Initial WF — Initial Client

Page 4 of 5
Ownership and Use of Documents - All original drawings and information are to remain the property of W.F. McCain & Associates, Inc. The client will be provided with a mylar, CD of CADD, latest release and five paper copies of final drawings and reports for informational and reference purposes.

Insurance - W.F. McCain & Associates, Inc. will maintain, at its own expense, comprehensive general liability and professional liability insurance and upon request will furnish the client a certificate to verify same.

Termination for Cause - W.F. McCain and Associates Inc. has the right to terminate the contract, for any of the following events:
(a.) The failure to make timely payments pursuant to Local Government Prompt Payment Act.
(b.) The failure to respond to W.F. McCain and Associates Inc.'s written request for information or decisions.
(c.) W.F. McCain and Associates Inc. verily believes that the work requested will result in a structure or design that is not viable or not in accordance with all code requirements.
(d.) In the event of the above one or more grounds for termination of cause, W.F. McCain and Associates Inc. shall give a seven day written notice, and if the grounds for termination are not cured within the seven days, W.F. McCain and Associates Inc. has the right to terminate the contract.

Termination - This agreement may be terminated by the authorized representative effective immediately upon receipt of written notice. Payment will be due for services rendered through the date of written notice receipt.

Third No Party Beneficiary
This agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party.

Governing Law And Venue
This agreement is to be governed by the laws of the State of Florida and the venue in the event of any litigation shall be Indian River County, Fl.
BACKGROUND AND ANALYSIS:

An elevated 0.75 million gallon Water Tank was placed in service in 1994 near Roseland Road in accordance with the Master Plan developed in 1993. This tank provides system storage and is intended to maintain fire flow for the North County distribution system during peak demand. To accomplish this, the tank is furnished with a pressure control valve to allow automatic filling and maintain minimum system pressure.

Due to the growth of the demands on the North distribution system after installation of this tank, the present tank is only marginally effective in maintaining system pressure. The automatic valve which maintains system and fire pressures also presents a continual maintenance problem of calibration and operation. Any failure of this valve could affect the hydraulic operation of the storage tank. Additionally, maintaining water quality with this system is labor and energy intensive. Water in the tank must be emptied and filled by manual operation and pumping to turn over tank volume to maintain water quality.

To remove any uncertainties of system operation, particularly in fire events, a replacement 1 million gallon tank is proposed to be constructed at a height which would hydraulically balance the North distribution system and provide additional storage capacity to meet the needs of the North area. The requirements of a pressure control valve would be eliminated with the increased tank height. The proposed tank would maintain proper pressure by floating on the system, and allow natural water replacement without the use of pumps to maintain water quality within the tank.

The existing tank would be dismantled, but the existing piping, valve pit, slab and fence area would be retained. System water pressure can be maintained in fire events by the high service pumps at the North RO Plant while the tank is out of service. Estimated construction time is 4 months, and construction cost is at $1,000,000. Neel-Schaffer proposes to provide survey, geotechnical, engineering and construction services in the total amount of not to exceed $105,138 or 10.5% of the construction total. This is in the acceptable range as outlined by published guidelines.
RECOMMENDATION:

The staff of the Department of Utility Services recommends that the Board of County Commissioners approve Work Order No. 3 with Neel-Schaffer, Inc. in the amount of not to exceed $105,138 for survey, geotechnical, design, permitting and construction services to replace the Roseland Water Storage Tank, and authorize the Chairman to execute same as presented.

Attachments:
1. WO# 3
2. Task Fees
3. Project schedule
4. Budget Quote
5. Opinion of Cost

Accounts for Funding:

$105,138 Account No. 47-23536-044699-05503

APPROVED FOR AGENDA:

BY: Joseph A. Batts
County Administrator

DATE: 10/18/2023

For: Utilities/Utility - Employee Folders/mary Decoti-Agenda Roseland Tank Engineering.doc
WORK ORDER NUMBER 3

This Work Order Number 3 is entered into as of this day of , 2006 pursuant to that certain Continuing Contract Agreement for Professional Services entered into as of April 6, 2004 ("Agreement"), by and between Indian River County, a political subdivision of the State of Florida ("COUNTY") and Neel-Schaffer Inc. ("CONSULTANT").

The COUNTY has selected the Consultant to perform the professional services set forth on Attachment 1, attached to this Work Order and made part hereof by this reference. The professional services will be performed by the Consultant for the fee schedule set forth in Attachment 2, attached to this Work Order and made a part hereof by this reference. The Consultant will perform the professional services within the timeframe more particularly set forth in Attachment 3, attached to this Work Order and made part hereof by this reference all in accordance with the terms and provisions set forth in the Agreement. Pursuant to paragraph 1.4 of the Agreement, nothing contained in any Work Order shall conflict with the terms of the Agreement and the terms of the Agreement shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the date first written above.

CONSULTANT
Neel-Schaffer, Inc.

By __________________________

Stanley J. Kelly, P.E.
Title: Vice-President

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY

By __________________________

Arthur R. Neuberger, Chairman

Attest: J.K. Barton, Clerk of Court

By __________________________

Deputy Clerk

Approved:

Joseph A. Baird, County Administrator

Approved as to form and legal sufficiency:

Marian E. Fell, Assistant County Attorney
BACKGROUND

Indian River County Utilities (the County) owns and operates a water transmission system that provides service to North Indian River County. The County had developed an overall Master Plan for expansion of its utilities in 1993 with subsequent updates since that time. An elevated water tank was installed and placed in service during September 1994 for the North County area. This tank provides storage and is intended to maintain consistent north water system pressure. Since installation, the growth of the North County utility and system demands suggests the Tank cannot operate optimally.

The County had previously requested the assistance of Neel-Schaffer, Inc. (the Engineer) under a prior Authorization No. 1 to evaluate the North (Roseland) Tank. That study recommended improvements to upgrade the hydraulic capability of the Sebastian area. The County has now requested the Engineer provide services to design the improvements as well as assist in bidding and construction services. Modifications will include a new higher 1.0 million gallon elevated tank (Hydrapillar-type tank design) at the Roseland tank site. The existing Roseland tank will be demolished as part of this project. These improvements will enhance the hydraulic balance of the water supply system, provide additional water storage, reduce the potential for tank overflows, and stabilize water quality. The County has also requested the Engineer provide survey services to confirm tank overflow elevations at the Kings Highway Tank, Gifford and the Roseland Facility.

The following scope of work describes the services to be provided by the Engineer.

SCOPE OF SERVICES

1. Collect and Review Supplemental Data and Information

The Engineer will collect supplemental data on the King’s Highway and Gifford tanks along with any additional information available on the Roseland tank.

The Engineer will also conduct an on-site topographic survey of the Roseland tank site as well as determining all three existing elevated tank overflow elevations. A boundary survey of the Roseland Tank property will also be provided.

A geotechnical subconsultant will provide soil borings and preliminary foundation analysis for the new Roseland Tank.
2. Kick Off Meeting

The Engineer will meet with appropriate County staff to discuss tank operation and water system operational protocols prior to initiating design. The discussion will also center on the preference for tank operation during these modifications to ensure adequate water service to customers.

3. Conceptual Design

The Engineer will review the potential of using the existing tank site and foundation to install the new higher tank and provide a summary of the proposed modifications to accomplish. The Engineer will prepare an alternative of constructing the new tank adjacent to the existing tank and a proposed method of connection. Conceptual plans will be presented to County staff for review. It is assumed the new Roseland tank and appurtenances can be located within the existing Roseland tank site.

4. Final Design and Permitting

The Engineer will prepare construction documents based upon the comments from the Conceptual design meeting. Plans will be submitted at the 90% level for County comments then revised to bid (100% level) documents. Construction documents will include the Engineer's technical specification and drawings. Front end and contract documents are anticipated to be supplied by the County.

Upon approval of the 90% by the County, the Engineer will submit the plans to FDEP construction permit application. The Engineer will respond to any RAI’s generated by the application. It is assumed that no ERP permit is required.

The Engineer will also provide application to FAA for raising the Tank to the required elevation.

The Engineer will also prepare the applications for the site plan approval process in Indian River County assuming three meetings with County review staff, zoning hearing, and a meeting before the County Commission.

5. Bidding

The Engineer will prepare an opinion of probable cost for the proposed improvements.

The Engineer will provide twenty-five (25) bid documents and plans to the County. The Engineer will respond to any questions or comments during the bid process. Based upon received bids, the Engineer will compile a bidder's list and summary and provide a recommendation of award.

After approval of award by the County, the Engineer will prepare conformed documents.

6. Construction Services

The Engineer will conduct a preconstruction conference with the County and selected Contractor prior to providing a written notice to proceed. The Engineer will prepare a construction booklet along with keeping minutes of the meeting for later review.
The Engineer will attend and conduct monthly construction meeting during the anticipated six-month construction period. Minutes of the meetings will be collected and project progress will be discussed with the Contractor and County staff. The Engineer will review the Contractor's most recent progress payment request and prepare a recommendation to the County.

The Engineer will visit the construction sites once per week during active construction (four months) to observe Contractor progress. The Engineer will provide on-site representation of a geotechnical subconsultant to observe the foundation pour, pile testing and direct appropriate concrete materials testing. This work is anticipated to be approximately 20 working days.

The Engineer will review shop drawings as well as address RFI comments from the Contractor. The Contractor will provide foundation and structural design of the new tank as part of its shop drawing submittal.

The Engineer will visit the sites at Substantial and Final Completion levels and prepare a correction list summary for the Contractor.

After receipt of as-built drawings from the Contractor, the Engineer will prepare record drawings and submit to the County.

COUNTY RESPONSIBILITIES AND ACTIVITIES

The County will provide the following information or will perform the following activities:

1. Provide record drawings and property information for the three tank sites.
2. Provide system pressure variations.
3. Schedule coordination meetings with appropriate County staff.
4. Review of documents and reports in a timely manner.
5. Provide a designated point of contact for the Engineer during design and construction.
6. Provide appropriate front end documents for the project.
7. County to provide fees for FDEP permit application.
ATTACHMENT #2

COMPENSATION

Compensation to the Engineer for services performed under this fee proposal will be in accordance with the lump sum method. The total lump sum amount to the Engineer shall be $105,138. Billing shall be on a percentage complete basis.

The following provides a breakout of the individual task fees:

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<th>Task</th>
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<tbody>
<tr>
<td>Task 1</td>
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<td>Task 6</td>
<td>$40,715</td>
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### NORTH CANK VIGNATIONS

**TABLE 1: FEI SUMMARY**

May 11, 2006

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<th>Description</th>
<th>Estimated Manhours</th>
<th>Billing Rate ($/HR)</th>
<th>Billing Labor Costs per Job Class</th>
<th>Total Billing Labor Costs</th>
<th>Other Direct Costs</th>
<th>Subconsultants</th>
<th>Total Compensation</th>
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<tbody>
<tr>
<td>Survey (Maptech)</td>
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| Geo
echnical (GEC)              |                    |                     |                                  |                            |                     |                 |                    |

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<th>Total Cost</th>
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**Total Task Costs**

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<th>Senior PE</th>
<th>Staff Eng</th>
<th>Design</th>
<th>Design</th>
<th>Admin</th>
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<th>Subs</th>
<th>Docs</th>
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**Total Task Costs**

$154,000.00
ATTACHMENT #3

SCHEDULE

The services described in Attachment one (1) are anticipated to be completed in accordance with the following schedule:

1. Kick off meeting and data collection within two (2) weeks of notice to proceed.

2. Conceptual plans to the County within eight (8) weeks of the Kick Off Meeting.

3. 90% plans and technical specifications within four (4) weeks of Conceptual plan meeting. Bid level documents within two weeks after comments received from the County.

4. Construction schedule tasks will be pursuant to the construction schedule.
BACKGROUND

On December 6, 2005, the Indian River County Board of County Commissioners approved Resolution III No. 2005-207 and the preliminary assessment roll for the above-referenced project. Construction of the project has been completed. Property owners have begun connecting to the water system. Staff is requesting the Board’s approval of the final assessment roll.

ANALYSIS

The preliminary assessment was for an estimated cost of $79,000.00, which equated to $0.137602 per square foot of property assessed. The final project cost and assessment (see attached Resolution IV and the accompanying assessment roll ATTACHMENT 2), is in the amount of $72,684.38 which equates to a cost of $0.126602 (rounded) per square foot. The final assessment is approximately 8% less than the preliminary assessment.
RECOMMENDATION

The staff of the Department of Utility Services recommends that the Board of County Commissioners approve adoption of the attached Resolution IV, and authorize the Chairman to execute same.

LIST OF ATTACHMENTS:

1. Resolution IV & Exhibit “A” Final Assessment Roll
2. Final Project Cost and Summary Final Assessment

Mary

Attachments
October 5, 2006

APPROVED FOR AGENDA

Joseph A. Boud
County Administrator

FOR: October 27, 2006 Date
RESOLUTION NO. 2006-______

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA, CERTIFYING "AS-BUILT" COSTS FOR INSTALLATION OF WATER SERVICE TO THE SQUIRE SUBDIVISION (57TH AVENUE AT 33RD STREET) IN INDIAN RIVER COUNTY, FLORIDA, AND SUCH OTHER CONSTRUCTION NECESSITATED BY SUCH PROJECT; PROVIDING FOR FORMAL COMPLETION DATE, AND DATE FOR PAYMENT WITHOUT PENALTY AND INTEREST.

WHEREAS, the Board of County Commissioners of Indian River County determined that water improvements for properties located in The Squire Subdivision (57th Avenue at 33rd Street) in Indian River County, Florida, are necessary to promote the public welfare of the county; and

WHEREAS, on Tuesday, December 6, 2005, the Board held a public hearing at which time and place the owners of property to be assessed appeared before the Board to be heard as to the propriety and advisability of making such improvements; and

WHEREAS, after such public hearing was held the County Commission adopted Resolution No. 2005-207, which confirmed the special assessment cost of the project to the property specially benefited by the project in the amounts listed in the attachment to that resolution; and

WHEREAS, the Director of Utility Services has certified the actual "as-built" cost now that the project has been completed is less than in confirming Resolution No. 2005-207.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, as follows:

1. Resolution No. 2005-207 is modified as follows: The due date for the referenced project and the last day that payment may be made avoiding interest and penalty charges is ninety days after passage of this resolution.

2. Payments bearing interest at the rate of 7.00% per annum may be made in ten annual installments, the first to be made twelve months from the due date. The due date is the date of passage of this resolution.

3. The final assessment roll for the project listed in Resolution No. 2005-207 shall be as shown on the attached Exhibit "A."

4. The assessments, as shown on the attached Exhibit "A," shall stand confirmed, and will remain legal, valid, and binding first liens against the property against which such assessments are made until paid.
RESOLUTION NO. 2006-——

5. The assessments shown on Exhibit "A," attached to Resolution No. 2005-207, were recorded by the County on the public records of Indian River County, and the lien shall remain prima facie evidence of its validity.

The resolution was moved for adoption by Commissioner _________________, and the motion was seconded by Commissioner _______________. And, upon being put to a vote, the vote was as follows:

<table>
<thead>
<tr>
<th>Chairman Arthur R. Neuberger</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Vice Chairman Gary C. Wheeler</td>
<td></td>
</tr>
<tr>
<td>Commissioner Wesley S. Davis</td>
<td></td>
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<tr>
<td>Commissioner Sandra L. Bowden</td>
<td></td>
</tr>
<tr>
<td>Commissioner Thomas S. Lowther</td>
<td></td>
</tr>
</tbody>
</table>

The Chairman thereupon declared the resolution duly passed and adopted this _______ day of October, 2006.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

Attest: J. K. Barton, Clerk

By ___________ ——— ——— Deputy Clerk

Attachment: Exhibit "A" - Final Assessment Roll

Approved for form and legal sufficiency:

Marian E. Fell
Assistant County Attorney
<table>
<thead>
<tr>
<th>Parcel #</th>
<th>Owner</th>
<th>Legal Descriptions</th>
<th>Assessed Value</th>
</tr>
</thead>
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<td>Lundmark, Dale J &amp; Deborah S</td>
<td>The Squire Subdivision, Lot A</td>
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</tr>
<tr>
<td>33 30 57th Ave</td>
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<td></td>
<td></td>
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<tr>
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<tr>
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<tr>
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</tr>
<tr>
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<tr>
<td>PROPERTY</td>
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TOTAL SQUARE FOOTAGE: 574,118

10-24-2005 TOTAL AMOUNT TO BE ASSESSED: 372,884.38

J.D.C. THE SQUIRE SUBDIVISION
## DEPARTMENT OF UTILITY SERVICES
### FINAL ASSESSMENT/IN-HOUSE ENGINEERING
### COST CALCULATIONS

**Fund 473**

### Description Amount

**PROJECT:** The Squire Subdivision

Account Number: 473-169000-05521

UCP# 2535

Contractor: Underground Utilities

Daretta Companies

Materials: National Water Works

Surveying: Masteller and Moler

Permits: FDEP

Recording Fees: Jeffery K. Barton

Postage & Expr Charges: $

Other Administrative: Recording Fees

Printing/Blueprints - Digital Technologies

Mailings

Advertisements - Sons Treasure Coast

**Subtotal Total before In-House Costs** $

### In-House Engineering & Inspection Charges:

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**TOTAL PROJECT COST:** $

WIP Closure Forms

473-0552

ATTACHMENT 2

ATTACHMENT 2

563
THE SQUIRE SUBDIVISION WATER SERVICE

INDIAN RIVER COUNTY PROJECT NO. UCP-2535

FINAL ASSESSMENT SUMMARY & SCHEDULE OF PROPERTIES

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OWNERS SIGNING (100%) 12 11

SQUARE FOOTAGE TO BE ASSESSED 574,716

ESTIMATED PROJECT COST AND ASSESSMENT AMOUNT

<table>
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<th>ASSIGNED COST</th>
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<tbody>
<tr>
<td>$0.126602</td>
<td>$ 72,684.38</td>
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</tbody>
</table>

SQUIRE SUBDIVISION PETITION WATER SERVICE

OCTOBER 5, 2006
BACKGROUND

On December 6, 2005, the Indian River County Board of County Commissioners approved Resolution III No. 2005-208 and the preliminary assessment roll for the above-referenced project. Construction of the project has been completed. Property owners have begun connecting to the water system. Staff is requesting the Board's approval of the final assessment roll.

ANALYSIS

The preliminary assessment was for an estimated cost of $74,000.00, which equated to $0.130678 per square foot of property assessed. The final project cost and assessment (see attached Resolution IV and the accompanying assessment roll ATTACHMENT 2), is in the amount of $68,065.65 which equates to a cost of $0.125006 (rounded) per square foot. The final assessment is approximately 8% less than the preliminary assessment.
RECOMMENDATION

The staff of the Department of Utility Services recommends that the Board of County Commissioners approve adoption of the attached Resolution IV and authorize the Chairman to execute same.

LIST OF ATTACHMENTS:

1. Resolution IV & Exhibit "A" Final Assessment Roll
2. Final Project Cost and Summary Final Assessment

JDC/jdc

Attachments
October 5, 2006

APPROVED FOR AGENDA:

BY Joseph A. Baird
County Administrator

FOR: October 5, 2006 Date

<table>
<thead>
<tr>
<th>Indian River Co.</th>
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<th>Date</th>
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<td>Risk Manager</td>
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RESOLUTION NO. 2006-____

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA, CERTIFYING "AS-BUILT" COSTS FOR INSTALLATION OF WATER SERVICE TO POINT-O-WOODS SUBDIVISION (ROBIN LANE) IN INDIAN RIVER COUNTY, FLORIDA, AND SUCH OTHER CONSTRUCTION NECESSITATED BY SUCH PROJECT; PROVIDING FOR FORMAL COMPLETION DATE, AND DATE FOR PAYMENT WITHOUT PENALTY AND INTEREST.

WHEREAS, the Board of County Commissioners of Indian River County determined that water improvements for properties located in Point-O-Woods Subdivision (Robin Lane) in Indian River County, Florida, are necessary to promote the public welfare of the county; and

WHEREAS, on Tuesday, December 6, 2005, the Board held a public hearing at which time and place the owners of property to be assessed appeared before the Board to be heard as to the propriety and advisability of making such improvements; and

WHEREAS, after such public hearing was held the County Commission adopted Resolution No. 2005-208, which confirmed the special assessment cost of the project to the property specially benefited by the project in the amounts listed in the attachment to that resolution; and

WHEREAS, the Director of Utility Services has certified the actual "as-built" cost now that the project has been completed is less than in confirming Resolution No. 2005-208,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, as follows:

1. Resolution No. 2005-208 is modified as follows: The due date for the referenced project and the last day that payment may be made avoiding interest and penalty charges is ninety days after passage of this resolution.

2. Payments bearing interest at the rate of 7.00% per annum may be made in ten annual installments, the first to be made twelve months from the due date. The due date is the date of passage of this resolution.

3. The final assessment roll for the project listed in Resolution No. 2005-208 shall be as shown on the attached Exhibit "A."

4. The assessments, as shown on the attached Exhibit "A," shall stand confirmed, and will remain legal, valid, and binding first liens against the property against which such assessments are made until paid.
RESOLUTION NO. 2006- ... 

5. The assessments shown on Exhibit "A," attached to Resolution No. 2005-208, were recorded by the County on the public records of Indian River County, and the lien shall remain prima facie evidence of its validity.

The resolution was moved for adoption by Commissioner ___________, and the motion was seconded by Commissioner ______________, and, upon being put to a vote, the vote was as follows:

Chairman Arthur R. Neuberger
Vice Chairman Gary C. Wheeler
Commissioner Wesley S. Davis
Commissioner Sandra L. Bowden
Commissioner Thomas S. Lowther

The Chairman thereupon declared the resolution duly passed and adopted this ______ day of October, 2006.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

Attest: J. K. Barton, Clerk

By ____________________________________________________
Deputy Clerk

Attachment: Exhibit "A" - Final Assessment Roll

Approved for form and legal sufficiency:

Marian E. Fell
Assistant County Attorney
<table>
<thead>
<tr>
<th>Parcel #</th>
<th>Legal Description</th>
<th>Owner</th>
<th>Address</th>
<th>City, State</th>
<th>Parcel #</th>
<th>Legal Description</th>
<th>Owner</th>
<th>Address</th>
<th>City, State</th>
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<td></td>
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<td>2,722.63</td>
<td>30 38 28 0001 0000 00004.0</td>
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<td>RAY, WILLIAM E &amp; MEREDITH R (EDDY); 28 Baylawn Ave, Warwick, RI 02888</td>
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<td>Lot 8</td>
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<td>845 Robin Ln</td>
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</table>
PARCEL # 30 38 25 000 01 000 000 000 3.0 SQ. FT. 43,560 ASSESSMENT 5,445.26
OWNER MASTELLER, EARL H & ELEANOR B
869 ROBIN LN
SEBASTIAN, FL 32958-4489
LEGAL POINT-O-WOODS SUBDIVISION
PBI 11-47 LOT 13 & LOT 14, LESS THE FOLLOWING DESC PCL: BEGIN
AT THE S.E COR OF LOT 14, TH RUN S 34 DEG 13 MIN 28 SEC W ALONG
THE N RN OF ROBIN LN 13.67 FT TO A PT OF CURVE, TH CONT ALONG
SAID RN FOLLOWING A CURVE TO THE LEFT, HAVING A DELTA OF 13 DEG
19 MIN 05 SEC, A RADIUS OF 135.00 FT AND AN ARC LENGTH OF 13.38 FT,
TH RUN N 16 DEG 48 MIN 11 SEC W A DIST OF 40.47 FT, TH RUN N 2 DEG 56 MIN
37 SEC W, A DIST OF 138.61 FT TO THE NLY OF SAID LOT 14, TH RUN N 67 DEG
26 MIN 44 SEC E, A DIST OF 89.73 FT TO THE NE COR OF SAID LOT 14, TH RUN S
12 DEG 56 MIN 37 SEC E 277.75 FT BACK TO THE PCL

PARCEL # 30 38 25 000 01 000 000 000 14.1 SQ. FT. 43,560 ASSESSMENT 5,445.26
OWNER JUTRAS, GEORGE A & LISA D
881 ROBIN LN
SEBASTIAN, FL 32958-4489
LEGAL POINT-O-WOODS SUBDIVISION
PBI 11-47 A POR OF LOT 14, BEING MORE DESC AS FOLL:
BEGIN AT THE S.E COR OF LOT 14, OF SAID POINT-O-WOODS SUB, TH RUN
S 34 DEG 13 MIN 28 SEC W ALONG THE N RN OF ROBIN LN
13.67 FT TO A PT OF CURVE; TH CONT ALONG SAID RN FOLLOWING A CURVE TO
THE LEFT, HAVING A DELTA OF 13 DEG 19 MIN 05 SEC, A RADIUS OF 135.00 FT AND
AN ARC LENGTH OF 13.38 FT, TH RUN N 16 DEG 48 MIN 11 SEC W A DIST OF 40.47 FT,
TH RUN N 12 DEG 56 MIN 37 SEC W A DIST OF 87.75 FT, TH RUN N 30 DEG 05 MIN 26 SEC
W, A DIST OF 138.61 FT TO THE NLY LINE OF SAID LOT 14; TH RUN N 67 DEG
26 MIN 44 SEC E, A DIST OF 89.73 FT TO THE NE COR OF SAID LOT 14; TH RUN S
12 DEG 56 MIN 37 SEC E 277.75 FT BACK TO THE PCL AND ALSO INC ALL OF LOT 15

PARCEL # 30 38 25 000 01 000 000 000 16.0 SQ. FT. 29,185 ASSESSMENT 3,648.32
OWNER VETRO, STEVEN F & DIANTHA K
889 ROBIN LN
SEBASTIAN, FL 32958
LEGAL POINT-O-WOODS SUBDIVISION
LOT 16 PBI 11-47

PARCEL # 30 38 25 000 01 000 000 000 17.0 SQ. FT. 27,878 ASSESSMENT 3,454.92
OWNER DANN, ANNE WALSH
826 ROBIN LN
SEBASTIAN, FL 32958
LEGAL POINT-O-WOODS SUBDIVISION
LOT 17 PBI 11-47

PROPERTY VACANT

571
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<td>RAY, IRVING W &amp; NELLIE</td>
<td>22,651</td>
<td>2,831.52</td>
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Total Square Footage to be Assessed: 544,499

Total Project Cost and Amount to be Assessed: $68,065.65

Cost Per Square Foot: $0.1250060147

 Rounded: $0.125006
# FINAL ASSESSMENT/IN-HOUSE ENGINEERING COST CALCULATIONS

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<td>Account Number: 473-169000-06501</td>
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<td>Surveying: Masteller and Moler</td>
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**Subtotal Total before In-House Costs:** $54,583.52

**In-House Engineering & Inspection Charges:**

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<td>Permitting Services @</td>
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<td>Services During Construction @</td>
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<tr>
<td>Administration @</td>
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**Total Conta Eng. Salary** $13,482.13

**TOTAL PROJECT COST:** $68,065.65
# Final Assessment Summary & Schedule

**Signed Petition:** X  
**Signed Addendum - ADM:** X  
**Assmt: EQUAL ASSESSMENT FOR OR AG AGAINST**  
**Square Footage to Be Assessed**  

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<th>Parcel No.</th>
<th>Owner Petition</th>
<th>Creagi Footage</th>
<th>Assmt</th>
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<td>RAY, IRVING</td>
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**Maximum 1 Acre Assessment for Each Oversized Irregular Lot**

**Owners of 16 Lots Signing (76%)**

<table>
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<tr>
<th>Parcel No.</th>
<th>Owner Petition</th>
<th>Creagi Footage</th>
<th>Assmt</th>
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<tbody>
<tr>
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<td>RAY, WILLIAM</td>
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<td>30 38 28 00001 0000 00022 0</td>
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<td>24,829</td>
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<tr>
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<td>30 38 28 00001 0000 00027 0</td>
<td>JUTRAS FOR</td>
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**Final Project Cost and Assessment Amount**

- **Final Project Cost:** $13,365,499
- **Assessment Amount:** $83,585,65

**Final Cost Per Square Foot:** $0.125006

**Round Up:** $0.125006

---

**Point-O-Woods Subdivision Water Service**

**Indian River County Project No.: UCP-2613**

---

574
BACKGROUN:

The Indian River County Department of Utility Services Water and Wastewater Construction Standards were updated and approved by the Board of County Commissioners (BCC) on August 10, 2004. The continuing development and growth in the county, coupled with the effects of the hurricanes dictated an engineering review. This review resulted in additional specification pertaining to emergency back-up generator power and miscellaneous changes to the utility construction details.

ANALYSIS:

The revision addresses the need, developer responsibility and physical location of generator power at county owned lift stations in the event of electrical power outage. Lift station design was modified to include a wet well liner and safety net. Utility construction changes were minor and pertain to material call-out. An example being, Service Strap - Stainless Steel, is changed to read, Service Strap - Brass. A breakdown of all technical revisions is attached. Attachment A indicates all changes made to the Utility Construction Standards on a case by case basis. The intent and technical integrity of the document remains intact, and all revisions are considered to be clarifications. A copy of the revised Utility Construction Standards 2006 is on file in the BCC office for review, along with a comparison copy of the April 2004 (BCC approved) standards. The revised standards will be incorporated into the Utility Department Website.

RECOMMENDATION:

The staff of the Department of Utility Services recommends that the Board of County Commissioners approve adoption of the revised Water and Wastewater Utility Standards, as presented.

APPROVED FOR AGENDA.

Indian River County

Admin

Legal

Budget

Dept

Risk Mgr.

Indian River Co.  Approved  Date

Admin

Legal

Budget

Dept

Risk Mgr.

Approved Date

9/15/06

Joseph Baird

County Administrator
ATTACHMENT A

Technical Modifications to Utility Construction Standards
OCTOBER 2006

1. Add note No. 8 to Standard Detail W-1.

2. Add note to Standard Detail W-2; Additional Gate Valve is required if distance is more than 5'.

3. Add Radio Read Meter to Standard Detail W-3.


5. Create an additional Standard Detail W-4A.

6. Revise depth of meter in meter box Standard Detail W-5

7. Add note No. 2 to Standard Detail W-6.

8. Add note No. 5 to Standard Detail W-7.


11. Revise and specify material note to Standard Detail W-10.

12. Add note No. 5 & 6 revise and specify material note to Standard Detail W-11.

13. Add note No. 4 & 5, revise and specify material note to Standard Detail W-11A.

14. Add note No. 4 to Standard Detail W-12.

15. Omit Standard Detail W-12B.

16. Add note No. 5 to Standard Detail S-1.

17. Revise, specify material note and minimum cover Standard Detail S-2.

18. Add note No. 20 and revise note No. 11 Standard Detail S-4.


22. Add emergency generator Standard Detail S-15A.

23. Add note No. 10 & 11 Standard Detail S-16.

24. Revise note No. 3, minimum depth note and delete marker ball Standard Detail M-5.

25. Revise note No. 1 Standard Detail M-6.


28. Revise specifications Standard Detail M-8A.

29. Revise note No. 2 Standard Detail M-10.


32. Add Section 14 Engine Driven Generator Sets

33. Change from Section 14 to Section 15 Approved Manufacturers’ Product List

34. Amend Utilities Construction Permit Application Form to include Approval from Planning and TRC, Project No. and a requirement to include an engineering report with the application.

35. Section 7.04 B. Change wall thickness to DR-25.

36. Section 8.2.03. Add specification for HDPE Lift Station Liners.

37. Section 11.02 H. Correction in 3rd sentence; Change from, “The bottom of the valve vault...” to “The top of the valve vault...”

38. Section 11.02 L. Revise private lift station maintenance requirements.

39. Section 11.07 A. Correction in first sentence; Change from “Maintain 18’...” to “Maintain 18’...”

40. Section 13.04. c. Pipe Color Code; insert Reuse-Pantone Purple and Brine-Orange.

41. Section 14 is changed to Engine Driven Generator Set. This is a newly created section.
42. **Section 15** is Approved Manufacturers' Product List. (Formerly Section 14.)

43. **Section 15. Fire Hydrants; Add 3. American Darling**

44. **Section 15, Add Generator Sets with 5 manufacturers.**

45. **Section 15, Manhole Frames and Covers, Add Pamrex.**

46. **Utility Construction Permit-Application Form, Section C., Add 3 sentences requiring additional information to be supplied.**
BACKGROUND:

The Indian River County (County) Department of Utility Services currently utilizes the North County and South County Reverse Osmosis (RO) Water Treatment Plants (WTPs) to provide potable water to customers within the urban service area boundary. Both WTPs draw raw water from the Upper Floridan Aquifer (UFA) to supply the treatment process. The UFA is also the source of artesian, or free flowing, water for irrigation of agricultural crops, and for potable use by some county residents.

The North County WTP is currently undergoing an expansion to add three additional treatment skids, and three additional raw water production wells, to meet present demand. In the near future (approximately 5 to 6 years after completion of the current expansion), the WTP will require another expansion to accommodate growth within the County. As a result of the current expansion plan, the Indian River County Soil and Water Conservation District Board of Supervisors, the Agricultural Advisory Committee, and the Indian River Citrus League, have expressed concerns that installing the currently planned three wells, and the potential additional three wells in the future, may have a negative impact on the free flowing wells in the North County Area. These groups have recommended that the County consider other water supply options in lieu of artesian wells. As a result, the County intends to prepare an Alternative Water Supply Master Plan.

ANALYSIS:

Staff has received the attached proposal from Camp Dresser & McKee, Inc. (CDM) to prepare an Alternative Water Supply Master Plan. This master plan will identify potential alternative sources, rather than the UFA, for potable water and the corresponding treatment process for those sources. County staff and CDM will work closely with the various Boards and Committees to identify the primary alternatives to consider, and to identify the pros and cons of each alternative. CDM will also rank the alternatives in terms of feasibility/ease of implementation, and prepare an implementation schedule. More importantly, this master plan will also develop a comparative budget-level cost analysis for each alternative and include the resulting impact on the current rate structure, (on a cost per 1,000-gallon basis, to our customers. The results and the conclusions of this master plan will be presented in a public workshop to educate and inform all stakeholders and to include their input into...
the final report. Ultimately, the Board of County Commissioners (BOCC) will make the final decision as to which option is in the best interest of the residents, the agricultural community, the existing artesian well users, and the environment as a whole. Staff will then pursue the agreed upon option as directed to do so by the BOCC.

**RECOMMENDATION:**

It is Staff's recommendation that the Board of County Commissioners approve the following:

a) Approve Work Order No. 7 to CDM Inc. in the amount of $58,340 - Upper Limit, Account No. 472-169000-04521, for Alternative Water Supply Master Plan.

b) Authorize the Chairman to execute Work Order No. 7.

**ATTACHMENT:** Work Order No. 7, Inclusive of Attachments A, B, & C (6 Pages)

**APPROVED FOR AGENDA:**

By: JosepA. Baird, County Administrator

[Signature]

[Date]
WORK ORDER NUMBER 7

This Work Order Number 7 is entered into as of this day of October, 2006 pursuant to that certain Continuing Contract Agreement for Professional Services entered into as of March 2, 2004 (the "Agreement"), by and between Indian River County, a political subdivision of the State of Florida ("COUNTY") and Camp Dresser & McKee Inc. ("Consultant").

The COUNTY has selected the Consultant to perform the professional services set forth on Attachment A, attached to this Work Order and made part hereof by this reference. The professional services will be performed by the Consultant for the fee schedule set forth in Attachment B, attached to this Work Order and made a part hereof by this reference. The Consultant will perform the professional services within the timeframe more particularly set forth in Attachment C, attached to this Work Order and made a part hereof by this reference all in accordance with the terms and provisions set forth in the Agreement. Pursuant to paragraph 1.4 of the Agreement, nothing contained in any Work Order shall conflict with the terms of the Agreement and the terms of the Agreement shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the date first written above.

CONSULTANT
Camp Dresser & McKee Inc.

By: [Signature]
Eric J. Gatto, P.E., BCEE
Principal Engineer

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY

By: [Signature]
Arthur R. Neuberger, Chairman

Attest: J. K. Barton, Clerk of Court

By: [Signature]
Deputy Clerk

Approved:

Joseph A. Baird, County Administrator

Approved as to form and legal sufficiency:

Marian E. Fell, Assistant County Attorney
BACKGROUND

The Indian River County (County) Department of Utility Services has recently been approached by Soil and Water Conservation District (SWCD), the Agricultural Advisory Committee (AAC) and the Indian River Citrus League with concerns surrounding the pending North County Water Treatment Plant (WTP) expansion project. The concerns focus on the neighboring land owners, including several functioning citrus groves to the west (upstream) of the WTP, and several smaller residential sites. Many of these properties continue to utilize the artesian flow wells for both irrigation and potable use that were installed by the original citrus farmers.

The County has been working diligently with these groups to ensure that no adverse impacts are experienced by the neighboring well owners as a result of the expansion project. Currently, the North County WTP consists of 2 reverse osmosis (RO) treatment skids and 3 production wells. The expansion is planned to include the addition of three RO treatment skids. To provide raw water for the new skids, an additional three production wells are needed. The County has submitted a Consumptive Use Permit (CUP) modification request to the St. Johns River Water Management District (SJRWMD) requesting the three wells as well as a temporary CUP (TCUP) that will allow for construction of the new wells prior to issuance of the final CUP permit. In the future, an additional expansion will be required to accommodate growth within the County. The future expansion would involve installing an additional three RO treatment skids and the corresponding three production wells (for a total of eight skids and nine wells at buildout).

The SWCD has requested that once the TCUP and subsequent CUP are issued (as is anticipated) for the first three wells, the County explore alternative water supply sources to eliminate the need for the final three wells. As such, the County has requested assistance from CDM to identify possible alternatives to using Upper Floridan Aquifer (UFA) wells/water, develop a comparative budget level cost analysis for each including the resulting impact on the current rate structure (on a cost per 1,000 gallon basis), determine the feasibility of implementing each option, the schedule that would be required to implement each option, and identify the pros and cons of each option.

Services to be provided under this authorization are provided below.

SCOPE OF SERVICES

CDM will perform the following task services.

**TASK 1.0 IDENTIFICATION OF POTENTIAL ALTERNATIVE WATER SUPPLIES**

CDM will work with County staff and SWCD board members to identify up to five alternative water supplies within the County that would potentially be suitable for potable use. CDM will
hold a kick-off meeting with both parties to determine the options to be considered. CDM will coordinate with SJRWMD and South Florida Water Management District (SFWMD) to have representatives attend the kick-off meeting and provide input into the feasibility of various options. These options may include but are not limited to a pipeline from the Upper St. Johns Basin reservoir in the western portion of the County, surface water treatment, desalination of ocean water, and/or expanding the County's wellfield to include a larger footprint in an effort to minimize local impacts. The options identified in this task will be the basis for the remaining tasks in this Work Order.

**TASK 2.0 CONCEPTUAL ANALYSIS**
CDM will perform a conceptual analysis for each alternative identified in Task 1.0. The analysis will include identifying the pros and cons of each identified alternative, ease of permitting, distance of proposed alternative from existing treatment infrastructure, transmission/conveyance corridors for pipeline routing, efficiency of treatment process, and the ability to convert existing treatment infrastructure to accommodate new source water. CDM will conduct up to two meetings with SJRWMD and FDEP staff to obtain conceptual considerations and permitting needs on each of the alternatives. CDM will also conduct one meeting with County staff and SWCD board members to discuss the draft analysis and receive comments.

**TASK 3.0 COST IMPACTS**
CDM will establish a planning-level comparison of the costs to implement each alternative identified in Task 1.0. These cost estimates will include treatment costs, process modifications needed to treat each source if RO is not plausible, piping to/from the water plant from each alternative source, and estimated operations and maintenance costs. Costs associated with expansion of the existing plants into the UFA will be presented for comparison purposes. This analysis will serve as a basis of comparison for determining which option(s) could be considered further as an alternative to constructing additional UFA production wells.

**TASK 4.0 SCHEDULE OF IMPLEMENTATION**
Once options are identified and cost estimates are established CDM will estimate the time frame necessary to implement each option. Development of implementation schedules will consider the construction time associated with pipelines and other infrastructure needed to tap into the source, including WTP construction/modifications, in-line booster pump stations (if needed), and/or storage tanks. Permitting issues will also be factored into the implementation schedule. Certain options, such as desalination, may have a significantly longer construction time, while tapping the St. Johns upper basin project may require more lead time in the permitting process.

**TASK 5.0 RANKING OF OPTIONS**
CDM will summarize the findings/results of Tasks 1.0 through 4.0 and compile a ranking of the alternatives based on various parameters (cost, implementation schedule, etc.), as well as how each schedule relates to the projected demands of the water system. The County has developed projected demands through 2025 based on population projections. The final three wells that would be pursued after the TCUP is issued would be required by the year 2011 to stay ahead of demand. Any alternative considered would have to have an implementation schedule to meet that demand as well.
**Task 6.0 DRAFT REPORT**

CDM will compile the findings of Tasks 1.0 through 5.0 into a summary report. CDM will provide five copies of the draft report to the County for review and comment, and distribute the draft report electronically to SWCD board members for comment also. Once comments are received, CDM will incorporate applicable comments.

**Task 7.0 REVIEW WORKSHOP**

At the request of the SWCD Board members, CDM will hold a public workshop with the Indian River County Board of County Commissioners (BOCC), representatives from SJRWMD and SFWMD, County staff, SWCD board members and interested parties to discuss the results and conclusions of the Alternative Water Supply Plan. CDM will coordinate the attendance of representatives from SFWMD and SJRWMD. CDM will provide a meeting facilitator to optimize the productivity of the workshop. Additional comments will be discussed and received for inclusion into the final report prior to finalizing the report and making the formal presentation to the BOCC.

**Task 8.0 FINAL REPORT AND PRESENTATION TO THE BOCC**

CDM will incorporate final comments resulting from the Workshop outlined in Task 7.0 and finalize the report, provide five copies of the final report to the County, and distribute the final report electronically to SWCD board members. CDM will then prepare a PowerPoint presentation to be given to the BOCC at an official BOCC meeting. CDM will attend the BOCC meeting and deliver the presentation to board members, or assist County staff in delivering the presentation.

**OTHER SERVICES NOT INCLUDED IN THIS SCOPE OF SERVICES**

This authorization does not include:

- Detailed construction cost estimates (budget-level only)
- Design services related to any of the identified alternatives

**COUNTY RESPONSIBILITIES**

The County will provide all reasonable data requested by CDM to perform the evaluation. The County will also provide a timely review of all work products.
# PROJECT BUDGET

**ENGINEERING SERVICES FOR ALTERNATIVE WATER SUPPLY MASTER PLAN**

**PROJECT DESCRIPTION:** Alternative Water Supply Master Plan

<table>
<thead>
<tr>
<th>Category</th>
<th>Hours</th>
<th>Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officer</td>
<td>76</td>
<td>$155</td>
<td>$11,780</td>
</tr>
<tr>
<td>Principal/Associate</td>
<td>72</td>
<td>$140</td>
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<tr>
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<tr>
<td>Professional II</td>
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<td>Senior Support Services</td>
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<td>$75</td>
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<td>$65</td>
<td>$780</td>
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<tr>
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<td>438</td>
<td></td>
<td><strong>$48,540</strong></td>
</tr>
</tbody>
</table>

**SALARY**

- Other Direct Costs: $3,300
- Outside Professional Services (H. Dean): $6,500
- Total Estimated Costs - Upper Limit: $58,340
- Total Estimated Engineering Fee (Upper Limit): $58,340
ATTACHMENT C

SCHEDULE

ENGINEERING SERVICES FOR
ALTERNATIVE WATER SUPPLY MASTER PLAN

SCHEDULE

The following schedule is anticipated assuming authorization of the Work Order by the Board of County Commissioners on October 24, 2006.

Draft Master Plan: January 24, 2007
Public Workshop: February 26, 2007
Final Master Plan: March 26, 2007
VACATION LEAVE REQUEST

DATE: October 17, 2006

EMPLOYEE NAME: James D. Chastain

DEPARTMENT: Utility Services

VACATION LEAVE IS REQUESTED AS FOLLOWS:

1ST CHOICE:
TOTAL VACATION DAYS REQUESTED: 1

Personal Day

START DATE: 10-23-06 RETURN DATE: 10-24-06

2ND CHOICE
TOTAL VACATION DAYS REQUESTED: 

START DATE: RETURN DATE: 

DATE OF HIRE: 

VACATION LEAVE HOURS ACCUMULATED TO DATE: 

PLUS ACCRUAL BEFORE VACATION START DATE: 

EQUALS TOTAL VACATION HOURS AVAILABLE: 

If no other vacation leave is taken prior to the dates requested above, will employee have accumulated adequate leave time to cover this request? (Note: Payment will be made for requested vacation accumulated as of the vacation start date, and will not be made for vacation not yet accumulated.)

Approved: 
Division Head

DATE: 

APPROVED: 
Department Head

DATE: 

(Submit both copies to Department Head. Yellow copy is returned to employee upon approval.)
INTEROFFICE MEMORANDUM

INDIAN RIVER COUNTY

UTILITY SERVICES DEPARTMENT

DATE: October 16, 2006

TO: Karyn Jackson, Staff Assistant
    Purchasing Division

FROM: Gerald LeBeau, Supt. Water Production

THRU: Terry Southard, Operations Manager
       W. Erik Olson, Director Utility Services

SUBJECT: Bid #2007017
         Sulfuric Acid

After review of the bids that were submitted, the Staff of Water Production has agreed to award the low bidder Shrieve Chemical Co. of the Woodlands, TX. for the annual bid of Sulfuric Acid at two Water Treatment Plants.

To date we have spent $75,000.00. The projected cost for the new budget year is approximately $80,000.00. This is due to price increase and an increase in water demand.

Any questions please call me at 226-3409.
# BID TABULATION

## Bid Opening Date
October 11, 2006

## Bid Opening Time
2:00 PM

### Bid No.
2007017

### Department
Utilities

### Bid Title
Annual Bid for Sulfuric Acid

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<th>Item No.</th>
<th>Description</th>
<th>QUANTITY</th>
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<th>Unit Price</th>
<th>Unit Price</th>
<th>Unit Price</th>
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</thead>
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<td>75.00</td>
<td>65.00</td>
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<td>24 hours</td>
<td>24 hours</td>
<td>3-5 days</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Will your company extend these prices to other governmental agencies within the State of Florida?</td>
<td>yes</td>
<td>yes</td>
<td>no</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Price will be modified to allow freight variances

## WITNESS TO

**BID OPENING**

J. Davis

AND

K. Jackson
MEMORANDUM

TO: The Board of County Commissioners

FROM: William G. Collins II - County Attorney

DATE: October 18, 2006

SUBJECT: Waterway Village - DRI Vesting

Background:

In early December of 2005 the Community Development Department requested an opinion of the County Attorney's Office as to whether additional concurrency testing would be required as sequential phases of an approved DRI were submitted for approval.

On behalf of the County Attorney's staff, Mr. DeBraal and I issued separate but consistent opinions dated December 29, 2005 and December 30, 2005 that further concurrency review would not be required.

On January 12, 2006 the Planning and Zoning Commission approved the preliminary plan development for Phase 2 of Waterway Village. They made a second motion that no further phase be approved until the Board of County Commissioners obtained an independent legal opinion as to whether developments of regional impact were vested at the time of their final development order, or required further concurrency testing at each subsequent phase of the development.

The Board of County Commissioners at its meeting on January 16, 2006 authorized independent legal opinion to be obtained. On March 1, 2006 John Shubin of the law firm of Shubin & Bass issued the opinion that the County's prior approval of a development of regional impact for Waterway Village does not exempt the project from a subsequent concurrency analysis in connection with its application for preliminary planned development approval for a second phase of the project. He also emphasized that this was a legal issue of first impression and their opinion could be subject to legal challenge and that it should not be considered to be a guaranty that the County would prevail in the event DiVosta were to challenge any actions taken in reliance upon his opinion.
Mr. Shubin continued to investigate the matter over the course of the summer and, on October 9, 2006 confirmed his original opinion that subsequent concurrency testing should occur as additional phases of the development were brought in with applications for development orders.

Analysis:

1. The concurrency management system of Indian River County in Section 910.03.(5) states:

   "Nothing contained herein shall limit or modify the rights of any person to complete any development that has been authorized as a development of regional impact pursuant to Chapter 380, Florida Statutes;..."

2. Florida Statute 163.3167 dealing with the scope of the Growth Management Act states:

   "(8) Nothing in this act shall limit or modify the rights of any person to complete any development that has been authorized as a development of regional impact pursuant to chapter 380 or who has been issued a final local development order and development has commenced and is continuing in good faith."

3. The Florida Supreme Court set out three tenets of statutory construction in the case of Rinker Materials Corporation v. City of North Miami, 286 So.2d 552 (1973):

   "(a) In statutory construction, statutes must be given their plain and obvious meaning and it must be assumed that the legislative body knew the plain and ordinary meanings of the words."

   "(b) Statutes or ordinances should be given that interpretation which renders the ordinance valid and constitutional."

   "(c) Since zoning regulations are in derogation of private rights of ownership, words used in a zoning ordinance should be given their broadest meaning when there is no definition or clear intent to the contrary and the ordinance should be interpreted in favor of the property owner."

4. Declaratory opinions from the Department of Community Affairs have opined that there is nothing to prevent a DRI final development order from providing for a subsequent concurrency testing at subsequent phases of the development. The Waterway Village final development order had no such provision for subsequent concurrency testing. The development order identified the traffic transportation impacts caused by the Waterway Village DRI through its buildout, and set out conditions that would mitigate those impacts. The conditions requiring transportation improvements to mitigate the impacts of the DRI have been set out in a developer's agreement which DiVosta is currently going forward and carrying out in good faith.

2
Status:

About half of the Waterway Village project has received preliminary PD plan approval, and 733 out of a maximum of 1,596 units have already been vested on the County’s concurrency management system.

The Waterway Village DRI is submitting the next phase of its development for approval. A decision needs to be made by the Board of County Commissioners as to whether they will treat the DRI as vested for purposes of concurrency or require subsequent concurrency testing.

Recommendation:

1. Hear input from all interested parties including Mr. Shubin, the County’s independent counsel, and Messrs. Barkett and Worsham who represent DiVosta on this matter.

2. The Board is certainly free to give whatever weight it feels appropriate to any of the varying legal opinions. It is still my recommendation that Waterway Village be deemed vested for purposes of transportation concurrency. Having said that, all trips anticipated to be generated from Waterway Village should be loaded onto the County’s transportation model so that road capacity is not overstated due to the absence of their future but vested trips.

WGC/nhm

Attachments:

Chronology of Correspondence:

1. March 1, 2006 Shubin letter
2. March 6, 2006 County Attorney memo
3. October 18, 2006 Barkett fax
4. April 11, 2006 Ruden McClosky letter
5. October 9, 2006 Shubin letter
6. Section 910.03 Indian River County Code
7. Chapter 163.3167, Florida Statutes
8. October 13, 2006 Mora e-mail
March 2, 2006

William G. Collins, II, Esq.
Office of County Attorney
Indian River County
1847 25th Street
Vero Beach, FL 32960

Re: Request for Legal Opinion/DRF Vesting/Preliminary Planned Development Approval of Phase II of Waterway Village (PD-05-1-17)

Dear County Attorney Collins:

Through correspondence to the Indian River County Board of County Commissioners (the "Board") dated January 16, 2006, you sought and later received the Board's authorization to retain this law firm to provide you, as County Attorney, with a legal opinion "as to whether [a] development of regional impact vests for purposes of concurrency when their final development order is issued or, whether subsequent concurrency analysis is required at each subsequent phase of development approval for development[s] of regional impact." This request for a legal opinion arose in the context of a specific application, filed by DiVosta Homes LP and pending before the County's Planning and Zoning Commission, for preliminary planned development approval for Phase II of the Waterway Village project.

It is the opinion of this firm that the County's prior approval of a Development of Regional Impact ("DRF") for Waterway Village does not exempt the project from a subsequent concurrency analysis in connection with its application for preliminary planned development approval for a second phase of the project. Accordingly, it is this firm's opinion that a concurrency analysis must be performed and a concurrency certificate must be obtained in connection with the pending.
application. With respect to this pending application, I need to emphasize to you and to the Board (as well as to the Planning and Zoning Board) that this opinion does not address whether or not the proposed application satisfies applicable concurrency requirements. That analysis must be based upon a review of substantial and competent evidence and must be addressed by the County and those boards who are empowered to make decisions on applications for "development orders."

Please also let me emphasize to you and to all affected parties that the particular facts and circumstances of this matter, when applied to the applicable local ordinances and state statutes, present what appears to be a legal issue of first impression in this state and that this firm has been unable to identify any binding decisional law or legal authority addressing the particular issues presented herein. In light of the absence of such controlling legal authority, it needs to be understood that this opinion could be subject to legal challenge and that it should not be considered to be a guarantee that the County would prevail in the event that Divosta were to challenge any actions taken in reliance upon this opinion. Furthermore, any proceeding addressing the legal propriety of County action taken in reliance upon this opinion might require a court to review a presentation of complex facts which may entitle Divosta to judicial relief. You must recognize, therefore, that many facts which may be presented to a court after discovery (assuming a cause of action can be stated on other grounds) have not been considered by this firm for purposes of offering this opinion.

I shall provide you at a later date with a memorandum of law setting forth this firm's opinion in greater detail and explaining the specific basis for its opinion. However, because of the importance of this issue to the County and to the applicant, I have chosen to transmit this summary opinion to you and not delay its release while our firm is still refining the analysis contained in the memorandum of law.

Please distribute this correspondence to all affected parties and, as always, I remain available to address any questions arising from this opinion.

Sincerely,

[Signature]

John K. Shubin
For the firm

SHUBIN & BASS, P.A.
MEMORANDUM

TO: The Board of County Commissioners
FROM: William G. Collins II - County Attorney
DATE: March 6, 2006
SUBJECT: Independent Counsel's Opinion of DR1 Vesting for Concurrency Purposes - Waterway Village

On January 17, 2006 the Board authorized this office to obtain an independent legal opinion as to whether DRIs vest for concurrency purposes by virtue of the final DRI development order or whether each phase should undergo concurrency testing. By letter received March 6, 2006 John Shubin has opined that the Waterway Village DR1 should undergo concurrency testing at each phase. This conflicts with my opinion given based on DCA declaratory opinions and Indian River County Code Section 910.03(5) and Florida Statute 163.3167(8).

My phone conversations with Mr. Shubin indicates he bases his opinion largely on discussions with other attorneys familiar with the history of the Growth Management Act and DCA interpretation thereof. It has been my position that Florida Statutes and Indian River County ordinances are express. Had the Legislature or the County Commission intended to apply vesting to only those DRIs approved prior to the 1985 Growth Management Act, they could have said so. Absent ambiguity in the express statutory and code language, that language should be given its plain meaning. I have not changed my opinion. The substantive legal analysis contained in Mr. Shubin's memorandum of law which will be provided at a later date may change my opinion.

WGC/nhm
Attachments

c: Joseph A. Baird - County Administrator
   Michael C. Zito - Assistant County Administrator
   Robert M. Keating - Community Development Director
   Stan Boling - Planning Director
   Sasan Rohani - Chief, Long-Range Planning
   Planning and Zoning Commission
   William K. DeBraal - Assistant County Attorney
   John Shubin, Esq.
To: Nancy
Fax Number: 569-4317
From: Bruce Barkett
Subject: For DiVosta/Waterway Village agenda
Date: October 18, 2006
Pages: 2, including cover sheet

COMMENTS:

Following please find information for the DiVosta/Waterway Village agenda. Please feel free to call me with any questions or comments. Thank you.

CONFIDENTIALITY NOTE:
The information contained in this electronic message is legally privileged and confidential and intended only for the use of the individual(s) named above. If you have received this message in error, please immediately notify me, and destroy the original message at its source, either by electronic means or return the original message to us at the address above on the United States Postal Service. Thank you.
The County's Ordinances Exempt Developments of Regional Impact ("DRIs") from Having to Obtain Concurrency Certificates; Also, Waterway Village DRI Complies with Concurrency through its Buildout, Subject to Compliance with Conditions in the Development Order and Developer's Agreement Requiring DiVosta to Dedicate Rights-of-Way and Construct all of the Transportation Improvements Required to Meet County Concurrency. - Therefore, No Concurrency Certificates are Required

- In clear recognition that DRIs do not have to obtain Concurrency Certificates pursuant to Chapter 910, the County's Ordinances state: "(N)othing contained herein shall limit or modify the rights of any person to complete any development that has been authorized as a development of regional impact." Section 910.03((5), IRC Code of Ordinances.

- For Waterway Village DRI, the County utilized a special procedure in its Ordinances, available for DRIs only, to set transportation Concurrency conditions through buildout. The ordinance provides: "For developments of regional impact ..., the analysis required by Indian River County for the purposes of determining concurrency and level of service compliance may be, at the director of public work's option, the same as the transportation methodology agreed on for preparing the application of development approval required by §80.06(10), Florida Statutes." Section 952.07(5)(e), IRC Code of Ordinances.

- DiVosta's 2003 DRI Pre-Application Submittal for Waterway Village DRI states, "Per Indian River County Ordinance Section 952.07(5)(e), at the director of public work's option, the methodology agreed upon for preparing Question 21 may be used for the purposes of determining concurrency and level of service compliance. We are proposing to apply the DRI traffic study for concurrency." ADA Question 21.J. entitled "Concurrency."

- Following a series of traffic methodology meetings with County staff, including the Director of Public Works, as well as DOT, TCRPC, and others, DiVosta's traffic engineer sent a memo to all participants confirming the agreed methodology. The last sentence in that memo summarizing agreed methodology for Question 21.J. is: "...Per agreement, the DRI traffic study will also be used for concurrency."

- If a DRI contributes funds, lands, or road improvements, they must be reserved for that DRI: "...Any funds or lands contributed by a developer must be expressly designated and used to accommodate impacts reasonably attributable to the proposed development." §380.06(15)(e)2., F.S.

- The Developer's Agreement, executed by the County, incorporated into the Development Order by reference, states: "Except as described herein and in the Development Order, the County shall not require Developer to construct, contribute to, or share in the costs of any off-site improvements other than the payment of, or credits toward, applicable impact fees." Paragraph G. P.7.
April 11, 2006

VIA FEDERAL EXPRESS
William G. Collins, II, Esquire
County Attorney
Indian River County
1840 25th Street
Vero Beach, FL 32960-3365

Re: Waterway Village DRI

Dear Will:

This is to follow up on our discussions on Thursday, April 6, 2006. I am enclosing the memorandum we discussed at the meeting, including the attachments. This is essentially what was sent to John Shubin. There does not appear to be any disagreement that Waterway Village DRI meets County Traffic Concurrency through its buildout if conditions in the Development Order and Developer’s Agreement are met. This really should be the end of the discussion in that the County has in its final development orders officially acknowledged that Waterway Village meets County Traffic Concurrency.

The traffic conditions included in the Development Order and Developer’s Agreement were imposed following the County’s utilization of the optional Traffic Concurrency analysis in Section 952.07(5)(c), which states, “For developments of regional impact..., the analysis required by Indian River County for the purposes of determining concurrency and level of service compliance may be, at the director of public work’s option, the same as the transportation methodology agreed on for preparing the application of development approval required by 380.06(10), Florida Statutes.... Utilization of this methodology, which the County agreed in advance during the DRI methodology agreement process to use, resulted in traffic conditions by the County that constitute compliance with both County Traffic Concurrency and with the DRI infrastructure mitigation requirements through the project’s buildout.

What has prompted this discussion arises out of provisions in the County’s ordinances. Section 910.02 provides that no development order will be issued unless an applicant has a valid concurrency certificate. A site plan approval or phase approval is a development order.
Definition of, “Development Order, Initial.” Section 901.03. An application for a site plan review must include either an application for a concurrency certificate, a concurrency certificate or a determination by staff that the project does not require a concurrency certificate. Section 914.06(4)(a)(5). The three types of concurrency certificates are only issued after review and approval of concurrency applications. Section 910.02.

Chapter 910 does not include a concurrency certificate specifically acknowledging compliance with Traffic Concurrency determined using the Section 952.07(5)(e) procedure utilized for the Waterway Village DRI. However, Waterway Village DRI either does not require a concurrency certificate or is entitled to receive a concurrency certificate because it has met the test stated in Chapter 910 for compliance with traffic concurrency and its “concurrency application” was in fact approved. That test is: “[T]he applicant shall meet the requirements of the evaluating agencies (public works department for roadway levels of service) in order to be eligible for approval of the concurrency application. No concurrency certificate will be approved until each evaluating agency is satisfied that sufficient capacity is available to accommodate the demand represented by the application. The applicant through an enforceable development agreement with the evaluating agency may mitigate deficiencies in order to satisfy the concurrency review.” Section 910.07(5). Therefore, Waterway Village DRI is entitled to receive a concurrency certificate because the public works department has determined the project as conditioned will provide the capacity it requires and complies with Traffic Concurrency.

Accordingly, the staff is authorized to issue a “DRI Certificate of Concurrency” for the remainder of Waterway Village’s development, conditioned on compliance with conditions in the Development Order and Developer’s Agreement. This procedure is authorized by your ordinances in that the County has determined that the project meets Traffic Concurrency; it just needs the concurrency certificate acknowledging that fact so that DiVosta can obtain the remaining site and phase plan approvals.

Please let me know if you have any questions. It was a pleasure meeting with you the other day. With best regards,

Sincerely yours,

E. Lee Worsham

cc: William DeBraal, Esquire (w/encl.)
    Bruce Barkett, Esquire (w/encl.)
    Mr. Rick Prout (w/encl.)
    Steven R. Parson, Esquire (w/encl.)
    Mr. Rick Greene (w/encl.)
    Mr. Cisco Garcia (w/encl.)
October 9, 2006

William G. Collins, II, Esq.
Office of County Attorney
Indian River County
1640 25th Street
Vero Beach, FL 32960

Re: Request for Legal Opinion/DRI Vesting/Preliminary
Planned Development Approval of Phase II of Waterway Village (PD-05-11-17)

Dear County Attorney Collins:

On March 1, 2006, this firm transmitted correspondence to you which concluded that Indian River County's prior approval of a Development of Regional Impact ("DRI") for Waterway Village did not exempt the project from a subsequent concurrency analysis in connection with its application for preliminary planned approval for a second phase of the project. In that correspondence, I further acknowledged that the underlying legal issues appeared to present issues of first impression and that the ultimate resolution of these issues by the courts could depend on complex facts related to the original application and the County's administration of its concurrency management system. Since I transmitted this correspondence to you, we have had a number of conversations about the underlying facts and how they might impact the ultimate resolution of these legal issues. Our firm has also attempted to identify more definitive legal authority on these issues, but has been unable to locate anything further.

The purpose of this correspondence is to advise you that our subsequent conversations and my consideration of the underlying facts pertaining to the Waterway Village application have made me more comfortable with concluding that the legal conclusion you have reached and continue to reaffirm - that the project is exempt from concurrency analysis based on the law and facts surrounding the development and its original approval - is entirely defensible in court if this position is ultimately
determined to be the will of the Commission. I continue to maintain that, from a technical legal perspective, Fla. Stat. §163.3167(8) does not provide the property owner with relief from the concurrency standards. There is no clear decisional law on this point, however, and your interpretation of the statute is equally plausible. Moreover, and as noted in my previous correspondence, a strong case in favor of vesting could possibly be made, depending on the ultimate resolution of the actual facts, based on Section 910.03 of the County’s Land Development Regulations.

Under these circumstances, I believe that it would be prudent for the Commission to provide all interested parties with guidance on these issues. This question is the equivalent of a legal coin toss, and either position would be legally defensible. In the event that we could be of further assistance to you, please do not hesitate to contact me.

Sincerely,

[Signature]

John K. Shubin
For the firm
Section 910.03. No taking or abrogation of vested rights.

(1) Nothing in the Indian River County Concurrency Management System shall be construed or applied to result in a temporary or permanent taking of private property without due process of law and just compensation.

(2) Nothing contained herein shall be construed as affecting validly existing vested rights. It shall be the duty and responsibility of the person alleging vested rights to demonstrate affirmatively the legal requisites of vested rights. Rights shall vest based upon a determination by the board of county commissioners that the person alleging vested rights:

(a) Has relied in good faith to his detriment upon some act or omission of the government; and

(b) Has made such a substantial change in position or incurred such extensive obligations and expenses that it would be highly inequitable and unjust to destroy the rights he has acquired.

(3) An applicant who is alleging vested rights and has been denied a development order based upon concurrency management system regulations may within fifteen (15) days of such denial, file a petition for vested rights determination by the board of county commissioners. Any petition for vested rights determination shall meet the criteria established in section 910.12.

(4) The mere existence of zoning or any other development order issued prior to the effective date of this chapter shall not be sufficient to vest rights.

(5) Nothing contained herein shall limit or modify the rights of any person to complete any development that has been authorized as a development of regional impact pursuant to Chapter 380, Florida Statutes; nothing contained herein shall limit or modify the rights of any person to complete any development which has been issued a final local development order prior to the effective date of this chapter where the development order remains active.

(Ord. No. 90-16, § 1, 9-11-90)
Nothing in this act shall limit or modify the rights of any person to complete any development that has been authorized as a development of regional impact pursuant to chapter 380 or who has been issued a final local development order and development has commenced and is continuing in good faith.
If Waterway Village's remaining traffic is loaded into the system, the following two links will fail . . .

1. US 1 between 49th Street and 65th Street - changes from 13 trips under capacity to 49 trips over capacity.

2. 58th Avenue between 41st Street and 45th Street - changes from 71 trips under capacity to 56 trips over capacity.

58th Avenue is in the County 5-year CIP, and therefore is eligible for prop share.

US 1 however is not in the County or State 5-year CIP, so prop share is not currently available for US 1. Keep in mind however that the above link of US 1 is the same link proposed for widening by the Liberty Park developer agreement. It may be a long shot but should that agreement be executed and the 6-laning become financially feasible, US 1 could then be prop shared.

Chris M
MEMORANDUM

TO: Board of County Commissioners
FROM: William K. DeBraal, Assistant County Attorney
DATE: October 4, 2006
RE: Proposed Settlement of Charles L. LaFevers, Jr., as Trustee of the Jill V. LaFevers Trust and Sullivan of Vero Beach Limited Partnership v. Indian River County

The County has been sued for inverse condemnation by Charles L. LaFevers, Jr., in his capacity as trustee of the Jill V. LaFevers Trust and Sullivan of Vero Beach Limited Partnership (Charles Sullivan, Sr.).

The Plaintiff's own a parcel of property located east of U.S. 1 and north of 8th Street behind the Hess Service Station. In the spring of 2005, the County paved a 2 block section of 8th Place that abuts the LaFevers/Sullivan property on the north side. The County received partial funding for the paving project from the St. Johns River Water Management District. At the same time the paving project commenced, the County constructed drainage swales on the south side of 8th Place. Unfortunately, the County did not secure right-of-way from LaFevers/Sullivan at the time the improvements were made. While oral discussions took place with the property owners, an actual deed or right-of-way conveyance was never obtained from LaFevers/Sullivan. The County paved and constructed drainage swales over approximately 0.3188 acres of property belonging to LaFevers/Sullivan.

Recently, the owners of this parcel of property have filed a site plan application for a commercial/retail building that would face 8th Street. After receiving surveys for the project, the owners discovered the encroachment on to this commercially zoned property. They have approached the County with an offer of settlement where by the County would pay $10 per square foot for the property inadvertently taken during the road
improvement project. Under the terms of the settlement proposal the County would tender a check to the developers in the amount of $143,100 and in return, the developers would execute deeds to the property to the County and use the $143,100 in partial payment of their impact fees for the development. The County consulted with its right-of-way acquisition agents and they are satisfied that $10 per square foot is the fair market value of this commercial property.

Upon payment of the funds and conveyance of the property the developers would then dismiss the lawsuit against the County and proceed with their development.

Recommendation:

The County Attorney's Office recommends settlement of the lawsuit by payment of $143,100 to the property owners in exchange for a deed for title to the property taken during the road improvements to 8th Place. Each party will pay their own costs and attorney's fees. A Stipulated Settlement Agreement is attached.

WKD/sw

c. Charles A. Sullivan, Sr.
   Charles L. LaFevers

Approved for BCC Meeting 10-7-06
Attorney's Matters Agenda

By William G. Collins II
County Attorney
STIPULATED SETTLEMENT AGREEMENT

COMES NOW the parties, by their undersigned attorneys, and enter into this Stipulated Settlement Agreement that resolves all issues outstanding between the parties concerning the above captioned lawsuit as follows:

1. Within ten days of the date of this stipulation, the County shall tender a check made payable to the Plaintiffs in the amount of $143,100. This sum represents payment for that portion of the Plaintiff's property used by the County during roadway and drainage improvements to 8th Court.

2. Upon receipt of said payment, Plaintiff's shall execute a warranty deed in favor of the Defendants for the property reference in paragraph 1 above. A sketch and legal description of the property is attached as Exhibit A and incorporated by reference herein.

3. Plaintiff agrees to dismiss this lawsuit against Defendant with prejudice upon the County's acceptance of the deed for the property taken in the road and drainage improvement project.
4. All parties agree to bear their own attorneys' fees and costs.

EXECUTED on this _____ day of ________ 2006.

INDIAN RIVER COUNTY, FLORIDA
By its Board of County Commissioners

By: __________________________
    Arthur R. Neuberger, Chairman

EXECUTED on this ____ day of ________ 2006.

By: __________________________
    CHARLES L. LAFEVERS, JR., as Trustee
    of the Jill V. LaFevers Trust Dated January 6, 1995

By: __________________________
    SULLIVAN OF VERO BEACH
    LIMITED PARTNERSHIP

its: __________________________
TO: Members of the Board of County Commissioners

DATE: October 9, 2006

SUBJECT: Mobile Home Parks

FROM: Gary C. Wheeler, Commissioner

It is requested that the Board of County Commissioners consider the following at its regular meeting of October 24, 2006.

A. I would like to request that the Board give direction to staff to amend the Comprehensive Land Use Plan to establish a Mobile Home Rental Park (MHRP) Land Use category that allows mobile home rental parks with accessory uses (clubhouses, swimming pools, etc.) and no other types of uses.

B. Direction to staff to change the Land Use designation of all existing Mobile Home Rental Parks to MHRP-6 (for existing RMH-6 parks) or MHRP-8 (for existing RMH-8 parks). This would not increase the density of any MHRP. This is to give security to park space renters from the potential of rezoning MHRPs for other uses.

GCW/kim
INDIAN RIVER COUNTY, FLORIDA
MEMORANDUM

TO: Honorable Emergency Services District Board of Commissioners

THROUGH: Joseph A. Baird, Chandler, County Administrator

FROM: John King, Director
Department of Emergency Services

DATE: October 17, 2006

SUBJECT: Utility Easement for Emergency Services Station No. 5

It is respectfully requested that the information contained herein be given formal consideration by the District Board of Commissioners at the next scheduled meeting.

DESCRIPTION AND CONDITIONS:

Florida Power & Light needs a 10 feet wide utility easement for electrical services at Emergency Services Station No. 5, located at 6586 US-1 in Wabasso. The attached agreement is a standard contract that accomplishes their request.

RECOMMENDATION:

Staff recommends the District Board of Commissioners authorize the Chairman to sign the attached agreement.

ATTACHMENTS:

Utility Easement Agreement

APPROVED FOR AGENDA

FOR: October 24, 2006

BY: Joseph A. Baird
County Administrator
The undersigned, in consideration of the payment of $1.00 and other good and valuable considerations, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation, and maintenance of overhead and underground electric utility facilities (including wires, poles, guy, cables, conduits and appurtenant equipment) to be installed from time to time, with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the right to operate such facilities on any of them within an easement 10 feet in width described as follows:

SEE ATTACHED EXHIBIT A (SHEET 1 AND 2)

Together with the right to permit any other person, firm or corporation to attach wires to any facilities incarcer and lay cable and conduit within the easement and to operate the same for communications purposes, the right of ingress and egress to said premises at all times, the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, in the fullest extent the under signed has the power to grant, if at all, the rights heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on __________, 20__. 

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: __________________________
Print Address: __________________________

[Signature]
Print Name: __________________________
Print Address: __________________________

[Signature]
Print Name: __________________________
Print Address: __________________________

STATE OF _______ AND COUNTY OF _______. The foregoing instrument was acknowledged by me this __________ day of __________, 20__, by _______________ and __________________________, who is/are personally known to me or has/have produced __________________ as identification, and who did (did not) take an oath.

My Commission Expires: __________________________

[Signature]
Notary Public, Signature
Print Name: __________________________
Print Address: __________________________

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
WILLIAM K. DESBARA
ASSISTANT COUNTY ATTORNEY
LEGAL DESCRIPTION

A 10.00 FEET WIDE UTILITY EASEMENT OVER A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 32 SOUTH, RANGE 39 EAST, RUN NORTH 00•05'EAST, ALONG THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 10, A DISTANCE OF 330.06 FEET; THENCE, DEPARTING SAID WEST LINE RUN SOUTH 88.58'EAST ALONG THE SOUTH LINE OF THE NORTH 167.0 FEET OF THE SOUTH 495.0 FEET AS MEASURED ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 10, A DISTANCE OF 177.72 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGWAY (A 66 FOOT WIDE RIGHT-OF-WAY); THENCE RUN NORTH 15'22'07" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 11.69 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 10.00 FEET WIDE UTILITY EASEMENT BEING 5.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; FROM SAID POINT OF BEGINNING RUN NORTH 8425'21" EAST, A DISTANCE OF 149.97 FEET TO THE POINT OF TERMINUS, THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR PROLONGED TO MEET AT THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGWAY.

SURVEYOR'S NOTES

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED OR RESEARCHED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, RESERVATIONS, OWNERSHIP, ABANDONMENT, DEED RESTRICTIONS, ZONING REGULATIONS OR SETBACK LINES, LAND USE PLAN DESIGNATION, ADJOINING DEEDS OR MURPHY ACT DEEDS. THIS SURVEY IS NOT INTENDED TO DELINEATE WETLANDS, LOCAL AREAS OF CONCERN OR ANY OTHER JURISDICTIONAL DETERMINATION.

3. THIS DESCRIPTION AND SKETCH CONSISTS OF 2 SHEETS AND ONE IS NOT VALID WITHOUT THE OTHER.

4. THIS EXHIBIT DOES NOT INTEND TO REFLECT OR DETERMINE OWNERSHIP.

5. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY.

6. BEARINGS ARE BASED ON AN ASSUMED DATUM WITH THE BEARING OF NORTH 00•05'EAST ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 10 BETWEEN FOUND MONUMENTATION AS A BEARING BASIS.

7. THERE ARE EXISTING IMPROVEMENTS ON THIS SITE ARE NOT SHOWN FOR THE PURPOSES OF CLARITY.
EXHIBIT A, SHEET 2 OF 2

EASTERN RIGHT-OF-WAY
OLD DIXIE HIGHWAY

AGATH LINE OF THE SOUTH 400.0 FEET, AS MEASURED ALONG THE WEST LINE OF
T-C SW 1/4 OF THE NE 1/4 OF SECTION 10, TOWNSHIP 32, RANGE 29 EAST

POINT OF BEGINNING

PARK #223510000001000023.0
SUBJECT PROPERTY
FIRE STATION #5
(LOCATION 4000 #5074)

CENTRELINE OF PROPOSED FP&L EASEMENT

SOUTH LINE OF THE NORTH 167.0 FEET, AS MEASURED ALONG THE WEST LINE OF
THE SW 1/4 OF THE NE 1/4 OF SECTION 10, TOWNSHIP 32, RANGE 29 EAST

GRAPHIC SCALE

( IN FEET )

1 inch = 100 ft.