BOARD OF COUNTY COMMISSIONERS  
INDIAN RIVER COUNTY, FLORIDA  

C O M M I S S I O N A G E N D A

TUESDAY, DECEMBER 9, 2008 - 9:00 A.M.

County Commission Chamber  
Indian River County Administration Complex  
1801 27th Street, Building A  
Vero Beach, Florida, 32960-3388  
www.ircgov.com

COUNTY COMMISSIONERS

Wesley S. Davis, Chairman, District 1  
Joseph E. Flescher, Vice Chairman, District 2  
Gary C. Wheeler, District 3  
Peter D. O’Bryan, District 4  
Bob Solari, District 5  
Joseph A. Baird, County Administrator  
William G. Collins II, County Attorney  
Jeffrey K. Barton, Clerk to the Board

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

2. INVOCATION  
   Rabbi Michael Birnholz, Temple Beth Shalom

3. PLEDGE OF ALLEGIANCE  
   Commissioner Gary C. Wheeler

4. ADDITIONS/DELETIONS TO THE AGENDA / EMERGENCY ITEMS

5. PROCLAMATIONS and PRESENTATIONS
   
   A. The Children’s Services Advisory Committee (CSAC) will honor Sheriff  
      Roy Raymond for his dedication to the children of Indian River County and  
      his participation on the CSAC

   B. Presentation on Winter Fest, Joint Program by Indian River County  
      Recreation Department and Pointe West, by Chuck Mechling
6. **APPROVAL OF MINUTES**

None

7. **INFORMATIONAL ITEMS FROM STAFF OR COMMISSIONERS NOT REQUIRING BOARD ACTION**

A. Resignation of District 5 Appointee to Planning and Zoning Commission
   (memorandum dated December 2, 2008) ................................................................. 1-2

8. **CONSENT AGENDA**

A. IRC Bid No. 2008070 Project 0322 Recommendation of Award Moorings Club & Indian River County Seawall Repairs
   (memorandum dated December 2, 2008) .......................................................................... 3-18

B. Approval of Cost Share Agreement #25245 between the St. Johns River Water Management District and Indian River County for Indian River County Egret Marsh Regional Stormwater Park
   (memorandum dated December 1, 2008) ................................................................. 19-36

C. Approval of Amendment No. 1 to Work Order No. 3-EM with Malcolm Pirnie, Inc. for Additional Engineering Services for Egret Marsh Regional Stormwater Park Final Redesign and Construction
   (memorandum dated November 25, 2008) ........................................................................ 37-44

D. FY 2007-2008 Records Disposition Compliance Statement and Records Management Liaison Officer Form Board of County Commissioners
   (memorandum dated December 1, 2008) ........................................................................ 45-47

E. Work Order No. 2 (Engineering) with Ardaman & Associates, Inc. Providing Professional Geotechnical Services in Accordance with the Annual Geotechnical Services 53rd Street Bridge over Lateral H Canal – IRC Project No. 0107
   (memorandum dated November 19, 2008) ...................................................................... 48-59

F. Work Order No. 3 (Engineering) with Ardaman & Associates, Inc. Providing Professional Geotechnical Services in Accordance with the Annual Geotechnical Services 56th Place Bridge over North Relief Canal – IRC Project No. 0611B
   (memorandum dated November 19, 2008) ...................................................................... 60-71
8. CONSENT AGENDA

G. Professional Environmental Services Agreement, Oslo Boat Ramp – IRC
   Project No. 0381, Amendment No. 1 (G.K. Environmental, Inc.)
   (memorandum dated November 24, 2008) 72-77

H. Work Order No. 17 (Engineering/Surveying) Carter Associates, Inc.,
   Proposed 26th Street between 74th Avenue and 82nd Avenue Additional
   Professional Surveying and Mapping Services
   (memorandum dated November 24, 2008) 78-85

I. Providing Geotechnical Services for CR-510 from 61st Drive to Shore Lane
   Roadway Improvements, Ardaman & Associates, Inc. Work Order No. 4
   (memorandum dated November 20, 2008) 86-92

J. Approval of Joint Participation Agreement with FDOT, Aviation Boulevard
   at US 1, FDOT Work Program # 424142-1-58-01 and Accompanying
   Resolution
   (memorandum dated November 26, 2008) 93-118

K. Donation of Art Work
   (memorandum dated December 2, 2008) 119

L. First Amendment and Extension to Continuing Contract, Coastal
   Technology Corporation, Inc.
   (memorandum dated December 1, 2008) 120-125

M. First Amendment and Extension to Continuing Contract, Applied
   Technology and Management, Inc.
   (memorandum dated December 1, 2008) 126-129

9. CONSTITUTIONAL OFFICERS and GOVERNMENTAL AGENCIES
   None

10. PUBLIC ITEMS

A. PUBLIC HEARINGS

1. Realtors Association of Indian River County, Inc.’s Request to
   Amend the Future Land Use Map to Redesignate ±.075 Acres From
   L-1 to C/I; and to Rezone the ±.075 Acres from RM-3 to CL
   (memorandum dated December 2, 2008) 130-154

   Legislative
10. PUBLIC ITEMS

B. PUBLIC DISCUSSION ITEMS

None

C. PUBLIC NOTICE ITEMS

1. Notice of Scheduled Public Hearing on December 16, 2008 to Amend Certain Sections of the Animal Control Ordinance Codified at Chapter 302 of the Indian River County Code (memorandum dated November 26, 2008) 155

   Legislative


   Legislative

11. COUNTY ADMINISTRATOR MATTERS

None

12. DEPARTMENTAL MATTERS

A. Community Development


B. Emergency Services

None

C. General Services

None

D. Human Resources

None
12. DEPARTMENTAL MATTERS

E. Human Services
None

F. Leisure Services
None

G. Office of Management and Budget
None

H. Recreation
None

I. Public Works
1. Middle School BB – Roadway Improvements, 57th Street between 66th Avenue and 58th Avenue, Interlocal Agreement between Indian River County and the School Board of Indian River County (memorandum dated November 26, 2008) 210-221

J. Utilities Services
None

13. COUNTY ATTORNEY MATTERS

A. Attorney-Client Session Concerning Litigation with Ocean Concrete, Inc. and George Maib (memorandum dated December 3, 2008) 222

B. Unconditional Offer for Parcel 108 on 66th Avenue owned by William Bethel, 4875 66th Avenue, Vero Beach (memorandum dated December 3, 2008) 223-226

C. Unconditional Offer for Parcel 109 on 66th Avenue owned by William and Ruth Stanbridge, 4855 66th Avenue, Vero Beach (memorandum dated December 3, 2008) 227-230

D. Unconditional Offer for Parcel 110 on 66th Avenue owned by William and Ruth Stanbridge, 4835 66th Avenue, Vero Beach (memorandum dated December 3, 2008) 231-234
14. COMMISSIONERS ITEMS

A. Commissioner Wesley S. Davis, Chairman
   None

B. Commissioner Joseph E. Flescher, Vice Chairman
   None

C. Commissioner Gary C. Wheeler
   None

D. Commissioner Peter D. O’Bryan
   1. Request for a Letter of Support to the Environmental Learning Center
      (memorandum dated December 1, 2008) 235-236

E. Commissioner Bob Solari
   None

15. SPECIAL DISTRICTS AND BOARDS

A. Emergency Services District
   1. Approval of Minutes Regular Meeting of August 12, 2008
   2. Approval of Minutes Regular Meeting of September 9, 2008
   3. Approval of Minutes Regular Meeting of September 16, 2008
   4. FY 2007-2008 Records Disposition Compliance Statement and Records Management Liaison Officer Form
      (memorandum dated December 1, 2008) 237-239
   5. Approval of FY 2008/09 EMS County Awards Grant: Purchase of Capital/Operating Equipment Using Non-Matching EMS Grant Funds and Grant Resolution
      (memorandum dated December 1, 2008) 240-263
15. **SPECIAL DISTRICTS AND BOARDS**

B. **Solid Waste Disposal District**

1. FY 2007-2008 Records Disposition Compliance Statement and Records Management Liaison Officer Form (memorandum dated December 1, 2008) ................................................................. 264-266

2. Update on advertisement for Waste Hauling in the unincorporated portion of the Enterprise Zone (memorandum dated December 3, 2008) ................................................................. 267-277

C. **Environmental Control Board**

None

16. **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 (TDD # 772-770-5215) 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](http://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:
Tuesday at 6:00 p.m. until Wednesday at 6:00 a.m.,
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.*
INFORMATIONAL ITEM
December 9, 2008

INDIAN RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS

INTER-OFFICE MEMORANDUM

To: Members of the Board of County Commissioners
Date: December 2, 2008
Subject: Resignation of District 5 Appointee to Planning and Zoning Commission
From: Misty L. Horton, Commissioner Assistant
       District 1

Mr. George Lawrence, District 5 Appointee to the Planning and Zoning Commission, has submitted his resignation. His term would expire January, 2009.

Attachment: Emailed Resignation

F:\BCC\Agenda items\2008\2008 Appointments & Resignations\P&Z - Lawrence Resignation.doc
Dear Wesley,

I hereby submit my immediate resignation from Seat 5 of the Planning & Zoning Commission. It has indeed been a pleasure to work and serve with such dedicated staff and members.

Sincerely

George H.C. Lawrence
Commissioner District 5
DESCRIPTION AND CONDITIONS

The existing seawall along Harbour Dr. in the Moorings is in bad repair. The seawall cap and deadmen require replacement. A portion of the wall is within Moorings Club property, i.e. approximately 270 linear feet. The remainder, about 340 linear feet is adjacent to Indian River County right-of-way. See the attached copy of the Location Plan.

Since the repairs required for each are identical, it is felt there is economy in scale by making all the repairs under the same construction contract. Further, all construction disruption will occur at the same time. To accomplish this, it is necessary to have an agreement with the Moorings Club concerning costs, payment, scope of work, responsibilities, easements, etc. The County Attorney's office has developed the agreement, which is attached.

The project was bid on October 10, 2008, with 11 bids received. See the attached detailed bid tabulation. The low bid by Summerlin's Marine Construction LLC in the total amount of $77,580.00 was considerably below our estimate. We found the bid in order and Summerlin's Marine Construction LLC to be a competent contractor, since they have done satisfactory work for Indian River County in the past. Because it's necessary to use the Moorings property to accomplish the work, a temporary construction easement is required. The executed easement as approved by the County Attorney's office is attached.

The agreement also requires The Moorings to tender a check in advance, payable to the Indian River County Board of County Commissioners, for the estimated cost of repairing their seawall, i.e. $34,660.00. A copy of that check is attached.

The Moorings Club has requested the area not be disrupted with construction during the "season" therefore the Contractor has agree to accept a delay to the issuance of the notice to proceed until after April 1, 2009, with the bid amounts to remain unchanged. However they have requested their bid bond be released with this award. A copy of their 11-7-2008 letter of agreement is attached.

ALTERNATIVES AND ANALYSIS

As above, we found the low bid to be in order and to be considerably lower than the estimate. The Moorings Club has tendered the check, and executed the agreement and easement documents.
The project was bid as required requesting an item for the bond costs; however, since the total amount for this project is $77,580 and the time of completion is only 60 calendar days, an alternative would be to award the work without the bonds.

RECOMMENDATION AND FUNDING

Staff's recommendation is to award the contract without the bond requirements to the low bidder, Summerlin's Marine Construction LLC. Since the bid amount for the bonds is $1,830.00, the award would be in the total amount of $75,750.00. This recommendation includes the release of the Summerlin's Marine Construction LLC bid bond. Further, staff recommends the Chairman be authorized to execute the agreement with the Moorings Club. Staff also recommends the Chairman be authorized to execute the construction contract in the amount approved in this item, after receipt and approval of the required insurance. Funding is from account 10921441-038180.

CJS/m

cc. Jason E. Brown Director of Management and Budget
Craig Hunter Jones, General Manager, The Moorings Club, Inc.
Summerlin's Marine Construction LLC.

Attachments: Bid Tabulation
Location Plan
Agreement with Moorings Club
Easement
Copy of Check
Summerlin's Marine Construction LLC 11/7/2008 letter
Construction Contract Agreement

PROVED AGENDA ITEM
December 9, 2008

Joseph A. Bond

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<th>Date</th>
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<td>1A</td>
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<tr>
<td>1B</td>
<td>Seawall Repairs, MOORINGS CLUB</td>
<td>LS</td>
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**Notes:**
- BID DATE: October 10, 2000
- Pogo I oil
- Classified

**AGENDA COPY**

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**PUBLIC HEARING:**
- Project: MOORINGS CLUB and INDIAN RIVER COUNTY Seawall Repairs
- BID DATE: October 10, 2000

**TOTAL ITEMS 1A THROUGH 1D MOORINGS CLUB**
- 64,650.00
- 84,880.00
- 40,884.00
- 47,680.00
- 49,969.00

**TOTAL ITEMS 2A THROUGH 2D INDIAN RIVER COUNTY**
- 132,036.03
- 77,860.00
- 89,921.00
- 89,600.00

**TOTAL ITEMS 1A THROUGH 2D MOORINGS CLUB**
- 284,328.95
- 142,540.00
- 131,650.00
- 136,780.00
- 136,510.00

**TOTAL ITEMS 1A THROUGH 2D INDIAN RIVER COUNTY**
- 216,072.03
- 115,781.00
- 111,908.00
- 111,908.00
- 111,908.00

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**AGENDA COPY**
THIS AGREEMENT for SEAWALL REPAIRS COST-SHARING ("Agreement") entered into this ___ day of __________, 2008 by and among INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("County"); and The Moorings Club, Inc, a not for profit corporation existing under the laws of the State of Florida ("The Moorings").

BACKGROUND RECITALS

A. Indian River County and The Moorings Club Inc. own and maintain certain existing seawalls located at, respectively, 400 and 600 Harbour Drive, Vero Beach Fl. 32963;

B. The seawall owned by The Moorings is located in Indian River County parcel ID number 33402100000003000003.2 and the seawall owned by Indian River County is located adjacent to Harbour Drive and Cutlass Cove as shown in the plat of "The Moorings – Unit Three" Plat Book 8 Page 63A, as recorded in the Official Records of Indian River County, Florida; are in poor repair;

C. The seawalls require early repair to avoid further deterioration and subsequent failure resulting in upland property loss and combining repairs to both seawalls into one construction contract would be beneficial to both parties relative to financial, uniformity, and timing considerations; and

D. It is Indian River County’s intention to repair approximately 340 lineal feet of seawall and The Moorings’ intention to repair approximately 270 lineal feet of seawall, all in accordance with the terms of this Agreement, such repairs collectively performed under Indian River County “Seawall Repairs Project Number 0822”.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, and intending to be legally bound, the County, and The Moorings agree as follows:

1. The background recitals are true and correct and form a material part of this Agreement.

2. The County, in accordance with this Agreement, shall competitively bid, award, and supervise the construction of the Seawall Repairs Project Number 0822, using the technical specifications in the bid documents provided by the Indian River County Department of Public Works.

3. The Moorings and the County each acknowledge and agree that Seawall Repairs Project 0822 includes: i) mobilization; ii) demobilization; iii) removal and disposal of existing seawall cap, deadmen, and ties; iv) construction of new seawall cap, deadmen, and ties; v) earthwork; and vi) related materials including, but not limited to, the expenses
associated with any restoration of vegetation and damages to the project site and adjacent areas. The estimated cost of the Seawall Repairs Project 0822 is $77,580. The Moorings agrees to fund its portion of the costs of Seawall Repairs Project 0822, based on prorated seawall frontage as follows: The Moorings Club's share is estimated to be $34,660 and the County's share is estimated to be $42,920. If the actual costs of the Project, while under construction, approach the foregoing estimates, County staff will consider construction alternatives to reduce project costs. The Moorings agrees that any reduction/addition to the prorated shares shall be adjusted based upon the following calculation of each entity's: 270 ft. for The Moorings and 340 ft. for the County.

4. On or before November 12, 2008, The Moorings shall tender a check payable to the Indian River County Board of County Commissioners in the amount of $34,660. The County shall deposit the check into a segregated line item of the Indian River County Board of County Commissioners specifically identified to Seawall Repairs Project 0822. The parties acknowledge and agree that the aggregate amount of $77,580 is an estimate of the Seawall Repairs Project 0822 costs. In the event the Seawall Repairs Project 0822 costs exceed $77,580, the County shall promptly notify The Moorings, and The Moorings shall tender a check payable to the Indian River County Board of County Commissioners in an amount sufficient to cover the pro-rata share of The Moorings’ additional costs within 10 business days. In the event the total Project costs are less than $77,580, the County shall refund the difference to The Moorings following final payment to the contractor for Seawall Repairs Project 0822.

5. The Moorings acknowledges and agrees to grant to the County a temporary access easement, in substantially the form set forth on Exhibit A attached hereto and by this reference made a part hereof for purposes of constructing Seawall Repairs Project 0822.

6. The Moorings acknowledges and agrees promptly to review and approve, or disapprove, with specificity and in writing any and all contractor invoices as required in connection with Seawall Repairs Project 0822 and promptly return the approved, or disapproved as aforesaid, contractor invoices to the County.

7. Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served, as elected by the party giving such notice, by any of the following methods: (1) Hand delivery to the other party; or (2) Delivery by commercial overnight courier service; or (3) Mailed by registered or certified mail (postage prepaid), return receipt requested at the addresses of the parties shown below:

**Indian River County:**
Indian River County Public Works Department
Attn: Mr. James Davis P.E.
1801 27th Street, Vero Beach, Florida 32960

**The Moorings Club Inc.**
Attn: Craig Hunter Jones, CCM, MCFE
100 Harbour Drive, Vero Beach, Florida 32963
8. The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, as well as any litigation between the parties, shall be Indian River County, Florida for claims brought in state court, and the Southern District of Florida for those claims justiciable in federal court.

9. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document signed by all parties.

10. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

11. Captions in this Agreement are included for convenience only and are not to be considered in any construction or interpretation of this Agreement or any of its provisions. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

12. The Moorings shall indemnify and save harmless the County, its agents, officials, and employees from and against any and all claims, liabilities, losses, damage, or causes of action which may arise from any misconduct, negligent act, or omissions of The Moorings or any of its respective agents, officers, or employees in connection with the performance of this Agreement.

13. The Moorings agrees to comply with the provisions of Chapter 119, Florida Statutes (Public Records Law) in connection with this Agreement.

14. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same document.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

INDIAN RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS

Attest: J. K. Barton, Clerk

By ____________________________ (Seal) Deputy Clerk

By: ____________________________ Wesley S. Davis, Chairman

Date BCC approved: ___________

APPROVED

Joseph A. Baird,
County Administrator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Marian E. Fell,
Senior Assistant County Attorney

The Moorings Club, Inc.

By: ____________________________ Title: Secretary (corp. seal)
This Grant of Temporary Construction Easement made and executed this 12th day of November, 2008, by The Moorings Club, Inc, a Florida non-profit corporation, existing under the laws of the State of Florida, whose address is 100 Harbour Drive, Vero Beach, FL 32963 (GRANTOR), to Indian River County, a political subdivision of the State of Florida, whose address is 1801 27th Street, Vero Beach, FL 32960 (GRANTEE), for the following described property:

A parcel of land lying in government Lot 4, Section 21, Township 33 South, Range 40 East, Indian River County, Florida, also being a portion of that submerged bottom land described in Official Records Book 66, Page 1 and Official Records Book 564, Page 1833 of the public records of Indian River County, Florida, said parcel being more particularly described in Indian River County Official Records Book 0470, Page 0389 also being Indian River County Parcel Number 21-33-40-00000-0010-00003.0;

WITNESSETH:

That GRANTOR, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the GRANTEE, the above TEMPORARY CONSTRUCTION EASEMENT on, over, across, and beneath the Property situated in Indian River County, Florida for the following purpose:

The construction of seawall repairs, and related activities, including restoration and cleanup. This TEMPORARY CONSTRUCTION EASEMENT shall exist only until the completion of the construction work and related activities, estimated to be December 31, 2009.

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

Signed and delivered in the presence of:

[Signatures]

Witness
Printed Name: [Printed Name:]

Sign [Signature:]
Printed Name: [Printed Name:]

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 12th day of November, 2008, by Anthony J. Caldarone, President of The Moorings Club, Inc., a Florida non-profit corporation, on behalf of same. He is personally known to me or produced ___________________________ as identification.

[Signature:]
Notary Public

[Stamp:]
Commission number and expiration date:
The Moorings Club
Operating Account
100 Harbour Drive
Vero Beach, Florida 32963

PAY TO THE ORDER OF

**34660** DOLLARS & 00 CENTS

**34660** DOLLARS & 00 CENTS

TO THE ORDER OF

IRC BOARD OF COUNTY COMMISSIONERS
IRC PUBLIC WORKS DEPT
1801 27TH STREET
VERO BEACH FL 32960

**34660** DOLLARS & 00 CENTS

WACHOVIA
Wachovia Bank, N.A.
wachovia.com
63-643-670

NOV 26/08 $34,660.00
DATE
AMOUNT

Two Signatures Required if Amount is Over $1000.00

AGENDA COPY
November 7, 2008

Indian River County Public Works
4375 43rd Avenue
Vero Beach, FL

RE: Project #2008076, Moorings Club & Indian River County Seawall Repairs

Dear Mr. Summilian,

In reference to the above listed project, Summerlin's agrees to postpone commencement of work at your request until April 2009 for the comfort of our northern residents located within work area. As a condition of the agreement, we respectfully request the return of our bid bond once all contracts have been signed.

If you need anything further, please feel free to contact our office at the above listed numbers.

Sincerely,

[Signature]

Ray Summerlin-Yancy
Manager, Member/Qualifier
AGREEMENT

This Agreement made and entered into this ______ day of __________________, 20__,
by and between
__________________________________________________________
hereinafter called the Contractor and Indian River County herein called the Owner.

WITNESSETH: Owner and Contractor, in consideration of the mutual covenants hereinafter set
forth, agree as follows:

Article 1. SCOPE OF WORK

*1.1 As per specifications of advertised and sealed bid in Indian River County Bid # 2008070
Moorings Club & Indian River County Seawall Repairs.

Contractor, as an independent Contractor and not as an employee, shall furnish, for the sum of
__________ Dollars ($__________), all of the necessary labor, material, and equipment to perform the work described in
accordance with the Contract Documents.

1.2 PAYMENT PROCEDURES

1.2.1. Progress Payments. 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 218.70 et. seq.

1.2.2. 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.

1.2.3. 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)(e)(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.

1.2.4. Paragraphs 1.2.2 and 1.2.3 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.

1.2.5. In accordance with the provisions of Florida Statutes section 208.735(7)(a)(2005), upon receipt of the draft certificate of substantial completion from Engineer, the Owner, the Engineer, and the Contractor shall conduct a walk-through of the Project to document a list of any items required to render the Work on the Project complete, satisfactory, and acceptable under this Agreement (herein the "Statutory List"). The Statutory List shall be reduced to writing and circulated among the Owner, the Engineer, and the Contractor by the Owner or the Engineer within 30 calendar days after substantial completion. The Owner and Contractor acknowledge and agree that: 1) the failure to include any corrective work or pending items not yet completed on the Statutory List does not alter the responsibility of the Contractor to complete all of the Work under this Agreement; 2) upon completion of all items on the Statutory List, the Contractor may submit a pay request for all remaining retainage except as otherwise set forth in this Agreement; and 3) any and all items that require correction under this Agreement and that are identified after the preparation of the Statutory List remain the obligation of the Contractor to complete to the Owner’s satisfaction under this Agreement. After receipt of the Statutory List by the Contractor, the Contractor acknowledges and agrees that it will diligently proceed to complete all items on the Statutory List and schedule a final walk-through in anticipation of final completion on the Project.

Article 2. TIME OF COMPLETION

60 Days from receipt of the Notice to Proceed.

Article 3. GENERAL

3.1. The Contractor hereby certifies that he has read every clause of the Contract Documents and that he has made such examination of the location of the proposed work as is necessary to understand fully the nature of the obligation herein made; and shall complete the same the time limit specified herein in accordance with the plans and specifications.

3.2. The Owner and Contractor agree to maintain records, invoices, and payments for the work sufficient for pre and post payment audit.

3.3 All work under this Contract shall be done to the satisfaction of the Owner, who shall in all cases determine the amount, quality, fitness, and acceptability of the several kinds of work and materials which are to be paid for hereunder, and shall decide all questions which may arise as to fulfillment of the Contract on the part of the Contractor, and Owner’s decision thereon shall be
final and conclusive; and such determination and decision, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

3.4. Any clause or section of this contract or specification which may for any reason be declared invalid by a court or competent jurisdiction, including appeal, if any, may be eliminated therefrom; and the intent of this Contract and the remaining portion thereof will remain in full force and effect as though such invalid clause or section has not been incorporated therein.

Article 4. QUANTITIES AND PRICES
The Owner shall pay the Contractor for all work included and completed in accordance with this Contract, based on the items of work set forth in the Contractor's Bid Form.

Article 5. ACCEPTANCE AND FINAL PAYMENT

5.1. When the work provided for under this contract has been completed, in accordance with the terms thereof, that a lump sum payment request in the amount of such work shall be prepared by the Contractor, and filed with the Owner within fifteen (15) days after the date of completion.

5.2. The final estimate shall be accompanied by a Certificate of Acceptance issued by the Engineer, stating that the work has been completed to his satisfaction, in compliance with the Contract. The Certificate of Acceptance shall not be issued until completed As-Built Drawings of the actual construction have been furnished to the Owner and verified.

5.3. In accordance with the Local Government Prompt Payment Act, after receipt of the Engineer's final acceptance by the Owner, the Owner shall make payment to the Contractor in the full amount. Payment of the lump sum amount and acceptance of such payment by the Contractor shall release the Owner from all claims or liabilities to the Contractor in connection with this Contract.

Article 6. THE CONTRACT DOCUMENTS
The General Conditions, Special Conditions, Specifications, Bid Documents, Insurance Requirements (Exhibit A), Bonds, and the Drawings, together with this Agreement, form the Contract, and are fully a part of this Contract as if included herein.

Article 7. VENUE
This agreement shall be governed by the laws of the State of Florida. 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.

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement the day and year first written above.

(Remainder of This Page Intentionally Left Blank)
OWNER:
BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: ____________________________
Wesley S. Davis, Chairman

Approved by BCC ________________________

ATTEST:
Jeffery K. Barton, Clerk of Circuit Court

______________________________
Deputy Clerk

Approved:

By: ____________________________
Joseph A. Baird, County Administrator

Approved as to form and legal sufficiency:

By: ____________________________
Marian E. Fell,
Senior Assistant County Attorney

CONTRACTOR:

______________________________
(Signature)

By: ____________________________
(Printed name and title)

Witnessed by:

______________________________
(Printed name)
EXHIBIT A – INSURANCE REQUIREMENTS

Contractors and Subcontractors Insurance: The Contractor shall not commence work until he has obtained all the Insurance required under this section, and until such Insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work until the Subcontractor has obtained the Insurance required for a Contractor herein and such Insurance has been approved unless the Subcontractor’s work is covered by the protection afforded by the Contractor’s Insurance.

Workers’ Compensation Insurance: The Contractor shall procure and maintain worker’s compensation insurance to the extent required by law for all his employees to be engaged in work under this contract. In case any employees are to be engaged in hazardous work under this contract and are not protected under the workers’ compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.

Public Liability Insurance: The Contractor shall procure and shall maintain broad form commercial general liability insurance (including contractual coverage) and commercial automobile liability insurance in amounts not less than shown below. The Owner shall be an additional named insured on this insurance with respect to all claims arising out of the operations or work to be performed.

Commercial General: $1,000,000.00 combined liability single limit for (other than automobile) bodily injury and property damage.
- Premises / Operations
- Independent Contractors
- Products / Completed Operations
- Personal Injury
- Contractual Liability
- Explosion, Collapses, and Underground Property Damage

Commercial Automobile: $1,000,000.00 combined and damage liability single limit for bodily injury and property damage.
- Owned / Leased Automobiles
- Non-Owned Automobiles
- Hired Automobiles

Builder’s Risk Insurance: The Contractor shall procure and shall 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)). It shall include a Waiver of Occupancy Endorsement to enable the County to contract calls for the installation of machinery or equipment. The policy must be endorsed to provide coverage during transit and installation. The maximum deductible allowable under this coverage is $500.00 per claim.

Proof of Insurance: The Contractor shall furnish the Owner a Certificate of Insurance in a form acceptable to the Owner for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the Owner will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement-naming Owner as Additional Name Insured must accompany the Certificate of Insurance.
MEMORANDUM for CONSENT AGENDA

TO: Joseph A. Baird, County Administrator
THROUGH: W. Keith McCully, P.E., Esq., Stormwater Engineer
FROM: James W. Davis, P.E., Public Works Director
SUBJECT: CONSENT AGENDA - APPROVAL OF COST SHARE AGREEMENT #25245 BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND INDIAN RIVER COUNTY FOR INDIAN RIVER COUNTY EGRET MARSH REGIONAL STORMWATER PARK
DATE: December 1, 2008

SUMMARY
On November 18, 2008, Indian River County awarded a construction contract to H & D Construction Company, Inc. for construction of Egret Marsh Regional Stormwater Park (Egret Marsh). The amount of the construction contract is $5,389,972.10. The purpose of this agenda item is to approve a $1,500,000 Legislative Project Grant (St. Johns River Water Management District (SJRWMD) Cost Share Agreement #25245) for construction of Egret Marsh. The SJRWMD grant is necessary to construct Egret Marsh and the construction contract cannot be executed until the SJRWMD Cost Share Agreement is signed.

RECOMMENDATIONS
Staff recommends the Board of County Commissioners approve SJRWMD Cost Share Amendment #25245 and authorize the Chairman to execute it on behalf of the County. One copy of the Agreement will be returned to SJRWMD.

FUNDING
Funding will be from:

- SJRWMD Cost Share Agreement #25245 (This Agenda Item) = $1,500,000
- 319 Grant (FDEP Agreement No. G0143) = $490,000
- State of Florida Legislative Project Grant (DEP Agreement No. LP6822) = $750,000
• State of Florida Legislative Project Grant (DEP Agreement No. LP6734) = $2,000,000

• Approximately amount available for stormwater capital projects in the one-cent sales tax fund is $1,200,000

• Approximately $900,000 should be available from the remaining $4,330,000 and $1,500,000 legislative allocations from fiscal years 1999-2000 and 2000-2001, respectively.

Estimated total funds available = $6,840,000

ATTACHMENTS
1. SJRWMD Cost Share Agreement #25245 – one copy (Two original copies are on hand for the Chairman’s signature.)

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

APPROVED AGENDA ITEM

FOR 12/9/2008

BY

Note: After Agreement #25245 is executed by the Chairman, please return both originals to the Stormwater Division, which will transmit them to SJRWMD’s Executive Director for final execution.
COST SHARE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND INDIAN RIVER COUNTY
FOR INDIAN RIVER COUNTY EGRET MARSH REGIONAL STORMWATER PARK

THIS COST SHARE AGREEMENT is entered into by and between the GOV\RNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ( "the District" ), whose address is 4049 Reid Street, Palatka, Florida 32177, and the INDIAN RIVER COUNTY ( "the County" ), whose address is 1801 27th Street, Vero Beach, Florida 32960-3388.

WITNESSETH THAT:

WHEREAS, the District is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in chapter 373, Fla. Stat., whose geographical boundaries encompass eighteen counties; and

WHEREAS, the District has determined that its needs will be best served by entering into a Cost Share Agreement for services that can be provided by the County (hereafter "the Work").

NOW THEREFORE, in consideration of the payments herein specified, and which the District agrees to make, County agrees to furnish and deliver all materials, to do and perform all work and labor required to be furnished and delivered, done and performed for Indian River County Egret Marsh Regional Stormwater Park, Contract #25245. County agrees to complete the Work in conformity with this Agreement and all attachments and other items specifically incorporated by reference are part of this Agreement as fully and with the same effect as if set forth herein.

This Agreement consists of the following documents, including all modifications incorporated therein before their execution: Agreement; Exhibit "A" - Statement of Work; and all attachments hereto.

ARTICLE I - TERM, SCHEDULE AND TIME OF PERFORMANCE

A. Term. The term of this Agreement shall be from the Effective Date to the Completion Date.

1. Effective Date. The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same; provided, however, that in the event a date other than the aforesaid is set forth below in this section, that date shall be the Effective Date.

In lieu of the aforesaid Effective Date, the Effective Date of this Agreement shall be December 9, 2008.

2. Completion Date. The Completion Date of this Agreement shall be no later than February 28, 2010, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed for use no later than the Completion Date.

B. Schedule of Work. County shall commence the Work:
Within fifteen (15) days after the Effective Date; or

Upon the issuance of a Notice to Proceed by the District; or

Within fourteen (14) days of issuance of a Work Order by the District; or

On _____________________ (insert specific date).

This date shall be known as the “Commencement Date.” County shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time stated for completion therein. The time stated for completion shall include the final cleanup of the premises, as applicable. A fifteen (15) day period has been included in the allotted time for completion to allow for mailing of this Agreement and the County’s submission of any required submittals. County will not be allowed to commence the Work until any required submittals are received and approved.

Time is of the Essence. The Commencement Date and Completion Date are essential conditions hereof. In addition, time is of the essence for each and every aspect of this Agreement. Where additional time is allowed for the completion of the Work, the new time limit shall also be of the essence.

ARTICLE II - STATEMENT OF WORK AND DELIVERABLES

A. Deliverables. The Work is specified in the attached Statement of Work. County shall deliver all products and deliverables as stated therein. County is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. County shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, the County shall provide and pay for all materials, labor, and other facilities and equipment as are necessary for the performance of the Work. The District’s Project Manager shall make a final acceptance inspection of the deliverables when they are completed and finished in all respects in accordance herewith. The parties may at any time agree in the form of a written amendment to make changes within the general scope of this Agreement to the Work to be provided hereunder. Neither party shall unreasonably withhold consent to any such amendment.

B. Progress Reports. When requested, the County shall submit progress reports to the District’s Project Manager in a form approved by the project manager. The progress report shall provide an updated progress schedule, taking into account all delays, changes in the nature of the Work, etc. In addition to hard copies, all written deliverables (reports, papers, analyses, etc.) shall be submitted in machine readable form in formats consistent with the District’s standard software products. The District’s standard office automation products include the Microsoft® Office Suite (Word, Excel, Access, and PowerPoint). Other formats may be accepted if mutually agreed upon by the District’s Project Manager and chief information officer.

C. Ownership. All deliverables are the property of the District, including Work that has not been accepted by the District, when the County has received compensation, in whole or in part, for the performance of the Work. All specifications and copies thereof furnished by the District are District property. They shall not be used on other work and, with the
exception of the original plans and specifications, shall be returned to the District upon request after expiration or termination of this Agreement. Any source documents or other documents, materials, reports, or accompanying data developed, secured, or used in the performance of this Agreement are District property and shall be safeguarded by the County. The original documents or materials, excluding proprietary materials, as outlined in the Statement of Work, shall be provided to the District upon the expiration or termination of this Agreement, or upon request. The County shall include language in all subcontracts that so provides.

ARTICLE III - COMPENSATION

A. **Amount of Funding.** For satisfactory performance of the Work, the District agrees to pay the County a sum in the amount not to exceed $1,500,000 (the “Total Compensation”).

B. **In-Kind Services.** Through this Cost Share Agreement, the County agrees to provide $4,440,000 in the form of matching funds and in-kind services for this project. In the event project costs exceed this amount, County shall be responsible for providing any additional funding required to complete the project.

C. **Invoicing Procedure.** All invoices shall be submitted either by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177 or by email to acctpay@sjrwmd.com. County shall transmit its invoice using only one of the above two methods, but not both. County shall submit one itemized invoice upon completion of the project and shall bill as per the Project Budget included in Exhibit A, Statement of Work, attached hereto and by reference made a part hereof. County’s invoice shall include proof of paid invoices, receipts, and construction certifications. In addition, County shall provide detailed documentation of matching funds and/or in-kind services. County’s invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review.

D. All payment requests submitted by the County shall include the following information:
   1. Contract number,
   2. County’s name and address (include remit address if necessary)
   3. Name of District’s Project Manager
   4. Name of the County’s Project Manager
   5. Cost data (utilize the appropriate method for payment request per the contract)
      (a) Supporting documentation and copies of invoices if cost reimbursable;
      (b) Deliverables submitted and approved;
      (c) Project completion documentation;
   6. Progress Report (as per contract requirements)
   7. Diversity Report (The report shall include company names for all Women and Minority Business Enterprises (W/MBEs) and amounts spent with each at all levels. The report will also denote if there were no W/MBE expenditures.)

The above information and reports shall be submitted by the County and approved by the District as a condition precedent to payment. Payment requests that do not correspond to the Project Budget or other requirements of this paragraph will be returned to the County without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice. Payments for construction contracts shall be made within twenty-five (25) business days of receipt of an invoice that conforms to this Article.
Payments for all other contracts shall be made within forty-five (45) days of receipt of an invoice that conforms to this Article.

B. **Retainage.** The District shall pay County one hundred percent (100%) of each approved invoice.

F. **Payments Withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of the County to make payments when due to subcontractors or suppliers for materials or labor; (3) the District’s determination that the Work cannot be completed for the remaining or unpaid funds; (4) failure to complete all the Tasks in the Statement of Work by the Completion Date; (5) damage to another contractor; or (6) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

G. **Forfeiture of Final Payment.** County shall submit the final invoice to the District not later than 90 days after the Completion Date. COUNTY’S FAILURE TO SUBMIT THE FINAL INVOICE TO THE DISTRICT WITHIN THE TIME FRAME ESTABLISHED HEREIN SHALL BE A FORFEITURE OF ANY REMAINING AMOUNT DUE UNDER THE AGREEMENT.

H. **Travel.** In the event the cost schedule for the Work includes travel costs, travel expenses must be submitted on District or State of Florida travel forms. The District shall pay the County all travel expenses pursuant to the District’s Administrative Directive 2000-02. Travel expenses shall not be considered additional compensation, but shall be drawn from the amount provided in the project budget.

I. **Release.** Upon the satisfactory completion of the Work, the District will provide a written statement to the County accepting all deliverables. Acceptance of the final payment shall be considered as a release in full of all claims against the District, or any of its members, agents, and employees, arising from or by reason of the Work done and materials furnished herunder.

**ARTICLE IV - LIABILITY AND INSURANCE**

A. Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. In addition, each party is subject to the provisions of section 768.28, Fla. Stat., as amended. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto.

B. Each party shall also acquire and maintain throughout the term of this Agreement such general liability, automobile insurance, and workers’ compensation insurance as required by their current rules and regulations.

**ARTICLE V - FUNDING CONTINGENCY**

This Agreement is contingent upon funding in succeeding years, which may include a single source or multiple sources, including, but not limited to: (1) revenues appropriated by the District’s Governing Board in its sole discretion and judgment for each succeeding
year; (2) annual appropriations by the Florida Legislature, or (3) appropriations from
other agencies or funding sources. Should the Work provided for hereunder not be
approved, in whole or in part, for funding in succeeding years, the District shall so notify
County, and this Agreement shall be deemed terminated for convenience in accordance
with ARTICLE VII. B. – TERMINATION FOR CONVENIENCE five (5) days after
receipt of such notice, or within such additional time as the District may allow.

ARTICLE VI - PROJECT MANAGEMENT

A. **Project Managers.** The Project Managers shall be responsible for overall coordination,
oversight, and management of the Work. The parties agree to the following persons being
designated as Project Manager:

**DISTRICT**
- Troy Rice, Project Manager
- St. Johns River Water Management District
- 525 Community College Parkway, S.E.
- Palm Bay, Florida 32909
- Office: (321) 984-4938
- E-mail: trice@sjrwmd.com

**COUNTY**
- Keith McCully, Project Manager
- IRC Public Works-Stormwater Division
- 4375 43rd Avenue, Unit 102
- Vero Beach, Florida 32967
- Office: (772) 226-3478
- E-mail: kmccully@ircgov.com

B. **District Project Manager.** The District’s Project Manager shall have sole and complete
responsibility to transmit instructions, receive information, and communicate District
policies and decisions regarding all matters pertinent to performance of the Work. The
District’s Project Manager shall have the authority to approve minor deviations in the
Work that do not affect the Total Compensation or the Completion Date. The District’s
Project Manager and, as appropriate, other District employees, shall meet with the
County when necessary in the District’s judgment to provide decisions regarding
performance of the Work, as well as to review and comment on reports.

C. **Change in Project Manager.** Either party to this Agreement may change its project
manager by providing not less than three (3) working days prior written notice of the
change to the other party. The District reserves the right to request the County to replace
its project manager if said manager is unable to carry the Work forward in a competent
manner or fails to follow instructions or the specifications, or for other reasonable cause.

D. **Supervision.** County shall provide efficient supervision of the Work, using its best skill
and attention.

E. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or
sent via U.S. certified mail to the respective party’s project manager at the names and
addresses specified above. All notices shall be considered delivered upon receipt. Should
either party change its address, written notice of the new address shall be sent to the other
parties within five (5) business days. Except as otherwise provided herein, notices may be
sent via e-mail or fax, which shall be deemed delivered on the date transmitted and
received.

ARTICLE VII - TERMINATIONS

A. **Termination for Default.** This Agreement may be terminated in writing by either party
in the event of substantial failure by the other party to fulfill its obligations under this
Agreement through no fault of the terminating party, provided that no termination may be
effected unless the other party is given: (1) not less than ten (10) calendar days written
notice delivered by certified mail, return receipt requested, and (2) an opportunity to
consult with the other party prior to termination and remedy the default.

B. **Termination for Convenience.** This Agreement may be terminated in whole or in part in
writing by the District, provided the County is given: (1) not less than thirty (30) calendar
days written notice by certified mail, return receipt requested, of intent to terminate, and
(2) an opportunity for consultation prior to termination.

C. If termination for the County's default is effected by the District, any payment due to the
County at the time of termination shall be adjusted to cover any additional costs to the
District because of the County's default. If termination for the District's default is
effected by the County, or if termination for convenience is effected by the District, an
equitable adjustment shall provide for payment of all services, materials, and costs,
including prior commitment incurred by the County, up to the termination date.

D. Upon receipt of a termination action under paragraphs “A” or “B” above, the County shall:

1. Promptly discontinue all affected work (unless the notice directs otherwise), and
2. deliver or otherwise make available all data, drawings, specifications, reports,
estimates, summaries, and such other information and materials as may have been
accumulated by the County in performing this Agreement, whether completed or in process.

E. Upon termination under Paragraphs “A” or “B” above, the District may take over the
Work or may award another party a contract to complete the Work. County’s shall
provide the District with any licenses to enter real property interests owned by the County
necessary for completion of the Work.

F. If, after termination for failure of the County to fulfill contractual obligations, it is
determined that the County had not failed to fulfill contractual obligations, the
termination shall be deemed to have been for the convenience of District. In such event,
the adjustment of compensation shall be made as provided in Paragraph “C” of this
section.

**ARTICLE VIII - MISCELLANEOUS PROVISIONS**

A. **Assignment and Subcontracts.** County shall not assign this Agreement, or any monies
due hereunder, without the prior written consent of the District. County shall be
responsible for the fulfillment of all work elements included in any subcontracts and shall
be responsible for the payment of all monies due under any subcontract. County shall be
as fully responsible to the District for the acts and omissions of its subcontractors, and of
persons either directly or indirectly employed by them, as it is for its own acts and
omissions. County shall hold the District harmless from any liability or damages arising
under or from any subcontract to the extent allowed by law.

B. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or
related to this Agreement, including appeals, each party shall bear its own attorney’s fees.
C. **Audit: Access to Records.** County agrees that the District or its duly authorized representatives shall, until the expiration of five (5) years after expenditure of funds hereunder, have access to examine any of the County's books, documents, papers, and other records involving transactions related to this Agreement. County shall preserve all such records for a period of not less than five (5) years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. County shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. County will provide proper facilities for access to and inspection of all required records.

D. **Civil Rights.** Pursuant to chapter 760, Fla. Stat., the County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

E. **Conflicting Provisions.** If any provision hereof is found to be in conflict with the General Conditions, Special Conditions, or any attachments hereto, the terms in the body of this Agreement shall prevail.

F. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation hereof.

G. **Diversity.** The District is committed to the opportunity for diversity in the performance of all procurements, and encourages its prime vendors (contractors and suppliers) to make good faith efforts to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation, as the second- and lower-tier participants. The District will assist its vendors (contractors and suppliers) by sharing information on W/MBEs to encourage their participation.

H. **Entire Agreement.** This Agreement, upon execution by the County and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. County agrees that no representations have been made by the District to induce the County to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.

I. **Florida Single Audit Act.**

   (a) **Applicability.** The Florida Single Audit Act (FSAA), section 215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in section 215.97(1)(q), Fla. Stat., awarded by the District through a project or program that is funded, in whole or in part, through state financial assistance to the District. In the event Recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Fla. Stat.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the
state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from the District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.

If Recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Fla. Stat., is not required. In such event, should Recipient elect to have an audit conducted in accordance with section 215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity’s resources (i.e., Recipient’s resources obtained from other than State entities).

(b) **Program Information.** This Agreement involves the disbursement of state funding by the Florida Department of Environmental Protection in the amount of $1,500,000. The District is providing a funding match of $0. Funding is provided under the State of Florida Ecosystems Management Trust Fund. The Florida Catalog of Financial Assistance (CSFA) number for this program is CSFA No. 37.039.


(d) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the District.

(e) **Audit Requirements.** Recipient shall ensure that the audit complies with the requirements of section 215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by section 215.97(2), Fla. Stat., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/catalog.aspx](https://apps.fldfs.com/fsaa/catalog.aspx). The services/purposes for which the funds are to be used are included in the Statement of Work.

(f) **Financial Reporting.** Recipient shall provide the District with a copy of any reports, management letters, or other information required to be submitted in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence
accompanying the reporting package. This information shall be directed to: St.
Johns River Water Management District, Mr. Greg Rockwell, Director, Division
of Financial Management, 4049 Reid Street, Palatka, FL 32117. A copy of the
report shall also be provided to the Auditor General’s Office at the following
address: State of Florida Auditor General, Room 401, Claude Pepper Building,
111 West Madison Street, Tallahassee, Florida 32399-1450.

(g) Monitoring. In addition to reviews of audits conducted in accordance with
section 215.97, F.S., as revised, monitoring procedures may include, but not be
limited to, on-site visits by District staff, limited scope audits, and/or other
procedures. Recipient agrees to comply and cooperate with any monitoring
procedures/processes deemed appropriate by the District. In the event the
District determines that a limited scope audit of Recipient is appropriate,
Recipient agrees to comply with any additional instructions provided by the
District to Recipient regarding such audit. Recipient agrees to comply and
cooperate with any inspections, reviews, investigations, or audits deemed
necessary by the District’s Inspector General or the state Chief Financial Officer
or Auditor General.

(h) Examination of Records. In addition to the District’s audit rights otherwise
provided for herein, Recipient shall permit the District or its designated agent, the
state awarding agency, the Department of Financial Services, the state’s Chief
Financial Officer and the state’s Auditor General to examine Recipient’s
financial and non-financial records to the extent necessary to monitor Recipient’s
use of state financial assistance and to determine whether timely and appropriate
corrective actions have been taken with respect to audit findings and
recommendations, which may include onsite visits and limited scope audits.

(i) Records Retention. Recipient shall retain sufficient records demonstrating its
compliance with the terms of this Agreement for a period of five years from the
date the audit report is issued, and shall allow the District, or its designee, state
Chief Financial Officer, or Auditor General access to such records upon request.
Recipient shall ensure that audit working papers are made available for such
access for a period of three years from the date the audit report is issued,
unless extended in writing by the District.

J. Governing Law. This Agreement shall be construed and interpreted according to the
laws of the state of Florida.

K. Independent Contractor. County is an independent contractor. Neither the County nor
the County’s employees are employees of the District. County shall have the right to
control and direct the means and methods by which the Work is accomplished. County
may perform services for others, which solely utilize its facilities and do not violate any
confidentiality requirements of this Agreement. County is solely responsible for
compliance with all labor and tax laws pertaining to it, its officers, agents, and
employees, and shall indemnify and hold the District harmless from any failure to comply
with such laws. County’s duties with respect to itself, its officers, agents, and employees,
shall include, but not be limited to: (1) providing Workers’ Compensation coverage for
employees as required by law; (2) hiring of any employees, assistants, or subcontractors
necessary for performance of the Work; (3) providing any and all employment benefits,
including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if the County is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect any of the County's duties hereunder or alter the County's status as an independent contractor.

L. **Interest of County.** County certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of the County to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

M. **Non Lobbying.** Pursuant to section 216.347, Fla. Stat., as amended, the County hereby agrees that monies received from the District pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state agency.

N. **Release of Information.** Records of the County that are made or received in the course of performance of the Work may be public records that are subject to the requirements of chapter 119, Fla. Stat. In the event the County receives a request for any such records, the County shall notify the District’s Project Manager within three (3) workdays of receipt of such request and prior to the release of any information. Nor shall the County publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and the District’s written consent. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

O. **Royalties and Patents.** Unless expressly provided otherwise herein, the County shall pay all royalties and patent and license fees necessary for performance of the Work and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss on account thereof, provided, however, that the District shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the District. If the County at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such information to the District. County hereby certifies to the District that the Work to be performed pursuant to this Agreement does not and will not infringe on any patent rights.

P. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.

Q. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings shall be in Orange County, Florida.
R. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, the County hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings, provided, however, that the parties may mutually agree to a jury trial.

**IN WITNESS WHEREOF,** the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and the County has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

By: ________________________________
Kirby B. Green III, Executive Director, or Designee

Date: ________________________________

**INDIAN RIVER COUNTY**

By: ________________________________
Wesley S. Davis, Chairman

Typed Name and Title

Date: ________________________________

**APPROVED BY THE OFFICE OF GENERAL COUNSEL**

______________________________
Stanley J. Niego, Sr. Assistant General Counsel

Typed Name and Title

Documents attached:

Exhibit A — Statement of Work

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

______________________________
MARIAN E. FELL
Assistant County Attorney
EXHIBIT “A” – STATEMENT OF WORK

INDIAN RIVER COUNTY EGRET MARSH REGIONAL STORM WATER PARK

I. INTRODUCTION/BACKGROUND

Indian River County proposes to construct Egret Marsh Regional Stormwater Park (Egret Marsh) on a 35-acre, county owned site in southwest Indian River County to treat nutrient rich storm water runoff and groundwater base flow from a portion of the Indian River Farms Water Control District (IRFWCD) canal system. IRFWCD is a Florida Statutes Chapter 298 drainage district with a total basin size of over 50,000 acres. The watershed in this portion of the district is 80% agricultural and drains approximately 9,000 acres through the Lateral D Canal, which flows into the Main Relief Canal, which discharges into the Indian River Lagoon (IRL). The IRL is an Estuary of National Significance and a St. Johns River Water Management District (SJRWMD) Surface Water Improvement and Management (SWIM) Program priority water body.

Egret Marsh’s primary purpose is to remove dissolved nutrients (nitrogen and phosphorus) from the canal water. The facility will use an aquatic plant based system, a patented Algal Turf Scrubber (ATS), to accomplish most of the dissolved nutrient removal. Additional nutrients that are bound to solid particles will be removed through settling in the facility’s concrete headwork structure or in one of three polishing ponds. The project includes the following: mechanical pre-screening to remove all solids greater than one-inch before the water enters the treatment facility; a large pumping station in the Lateral D Canal that will pump 10 mgd of canal water into Egret Marsh for treatment; the main treatment engine, a 4.6 acre ATS; approximately 9.5 acres of deep wet ponds for primary, intermediate, and final polishing treatment; and an approximate 3-acre wood stork habitat area. Algae will be harvested from the ATS from time-to-time and composted. The compost will be used by the County Parks Division as a soil supplement.

The project is anticipated to reduce total suspended solids by 60.9 tons per year, total phosphorus by 1.7 tons per year, and total nitrogen by 7.3 tons per year. With respect to the total IRFWCD basin loadings, this represents a reduction of 7.7 percent phosphorus, 4.5 percent nitrogen, and 1.7 percent suspended solids. This full-scale treatment project is also a demonstration project to familiarize the agricultural interests in the IRFWCD with managed aquatic plant systems as a viable agricultural Best Management Practice (BMP). Monitoring will be performed to determine the system’s treatment effectiveness. When funds become available, the system will also serve as a park where displays will be constructed to educate the public about stormwater pollution and treatment.

II. OBJECTIVES

The primary objective of this project is to remove dissolved nutrients and settleable suspended solids from water in the IRFWCD’s Lateral D Canal. Accomplishment of this objective will result in lower pollutant levels in the IRL.
III. SCOPE OF WORK

The Scope of Work includes construction of the Egret Marsh Regional Stormwater Park, including an offsite pumping station and force main that will pump 10 mgd of water from IFRWCD’s Lateral D Canal to the stormwater park. Egret Marsh will remove dissolved nutrients and easily settleable solids from the canal water and the facility will include the following: an algal turf scrubber system, including concrete influent and effluent structures; three polishing ponds; an auxiliary pumping station at the final polishing pond; a wood stork habitat area; compost pad; site access road; and other necessary peripherals.

IV. TASK IDENTIFICATION

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Construct the offsite pumping station and force main system</td>
</tr>
<tr>
<td>Task 2</td>
<td>Construct the site access road system</td>
</tr>
<tr>
<td>Task 3</td>
<td>Construct the algal turf scrubber, including influent and effluent structures</td>
</tr>
<tr>
<td>Task 4</td>
<td>Construct the compost pad</td>
</tr>
<tr>
<td>Task 5</td>
<td>Construct the polishing pond system</td>
</tr>
<tr>
<td>Task 6</td>
<td>Construct the auxiliary pumping station</td>
</tr>
<tr>
<td>Task 7</td>
<td>Construct the Wood Stork Habitat area</td>
</tr>
<tr>
<td>Task 8</td>
<td>Completion of Egret Marsh Stormwater Park</td>
</tr>
</tbody>
</table>

(Note: The above tasks will proceed concurrently.)

V. TIME FRAME AND DELIVERABLES

<table>
<thead>
<tr>
<th>Task</th>
<th>Time Frame for Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>270 calendar days from issuance of Notice-to-Proceed by Indian River County</td>
</tr>
<tr>
<td>Task 2</td>
<td>270 calendar days from issuance of Notice-to-Proceed by Indian River County</td>
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<tr>
<td>Task 3</td>
<td>270 calendar days from issuance of Notice-to-Proceed by Indian River County</td>
</tr>
<tr>
<td>Task 4</td>
<td>270 calendar days from issuance of Notice-to-Proceed by Indian River County</td>
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<td>Task 7</td>
<td>270 calendar days from issuance of Notice-to-Proceed by Indian River County</td>
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<tr>
<td>Task 8</td>
<td>300 calendar days from issuance of Notice-to-Proceed by Indian River County</td>
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</table>

(Note: The actual construction schedule will be determined by the construction contractor. The construction contract allocates 270 calendar days for substantial completion and 300 calendar days for final completion.)

Deliverables: Deliverables for each Task shall be a one-page Task Completion Report with photographs documenting the construction phase and completion of each Task. Upon final completion of the stormwater park, a final report with photographs shall be submitted.
VI. PROJECT BUDGET

The County shall invoice the District for reimbursement of costs upon completion of the project. Proof of paid invoices, receipts, and construction certifications shall be provided with the invoice. County shall also provide documentation of matching funds and in-kind services.

<table>
<thead>
<tr>
<th>Project Task</th>
<th>Funding Source</th>
<th>County</th>
<th>District</th>
<th>Total</th>
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<td>Tasks 1-8 – Construct the Egret Marsh Regional Stormwater Park</td>
<td>$4,440,000</td>
<td>$1,500,000</td>
<td>$5,940,000</td>
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<tr>
<td>Potential Additional Funds Liquidated from SF611AA in March/April 2009</td>
<td>$900,000</td>
<td>2</td>
<td></td>
<td></td>
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<tr>
<td>Estimated Project Total</td>
<td>$4,440,000</td>
<td>$2,400,000</td>
<td>$6,840,000</td>
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1 Indian River County Matching Funds Source:
   a. State of Florida Grant – DEP Agreement No LP6822 = $750,000
   b. EPA/FDEP Section 319(h) Grant – FDEP Agreement No. G0143 = $490,000
   c. State of Florida Grant – FDEP Agreement No. LP6734 = $2,000,000
   d. Local one-cent sales tax for storm water = $1,200,000

2 Additional District funds may be added to the project upon completion and liquidation of unexpended funds from #SF611AA of approximately $900,000 upon Governing Board approval and proper budgetary authorization. If authorized and approved by the Governing Board, the contract will be amended to add this funding.
LOCATION MAP
EGRET MARSH REGIONAL STORMWATER PARK
SIMPLIFIED FLOW SCHEMATIC FOR EGRET MARSH
REGIONAL STORMWATER PARK

Lateral D Canal

PUMP

ALGAL TURF SCRUBBER SYSTEM

10 MGD

SOLIDS REMOVED AS NECESSARY

HARVESTED ALGAE TO COMPOST PAD FOR COMPOSTING

INITIAL, INTERMEDIATE, AND FINAL POLISHING PONDS

WOOD STORK HABITAT

Lateral C Canal
MEMORANDUM for CONSENT AGENDA

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 AMENDMENT NO. 1 TO WORK ORDER NO. 3-EM WITH MALCOLM PIRNIE, INC. FOR ADDITIONAL ENGINEERING SERVICES FOR EGRET MARSH REGIONAL STORMWATER PARK FINAL REDESIGN AND CONSTRUCTION
DATE: November 25, 2008

SUMMARY
On November 18, 2008, Indian River County awarded a construction contract to H & D Construction Company, Inc. for construction of Egret Marsh Regional Stormwater Park (Egret Marsh). The amount of the construction contract is $5,389,972.10. The purpose of this agenda item is to approve an amendment to Work Order No. 3-EM with consulting engineering company Malcolm Pirnie, Inc. for specialty electrical and structural engineering services during construction.

The not-to-exceed engineering fee for this Work Order is $17,810.00. Previous Work Orders with Malcolm Pirnie for this project were: (a) Work Order No. 1-EM for value engineering and quality control reviews of the original design prepared by Environmental Technology & Engineering and Hydromentia, Inc. ($16,100); (b) Work Order No. 2-EM for support engineering services for the County's alternate Lateral D Canal pump station design ($46,496.00); and (c) original Work Order No. 3-EM for additional support engineering services for the County's overall redesign effort and for assistance with construction administration ($85,410.00).

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

FUNDING
Funding will be from Account #31524338-066510-05057. There are adequate funds in this account and the money will come from the remaining $4,330,000 and
$1,500,000 legislative allocations from fiscal years 1999-2000 and 2000-2001, respectively.

ATTACHMENTS
1. Amendment No. 1 to Work Order No. 3-EM – tone copy (Two original copies executed by Malcolm Pirnie, Inc. are on hand for the Chairman’s signature.)
   (This Work Order is pursuant to that certain Continuing Contract Agreement for Professional Services between Malcolm Pirnie, Inc. and Indian River County, Florida, dated March 15, 2005.)

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

APPROVED AGENDA ITEM

FOR 12-9-2008

BY [Signature]

<table>
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<tr>
<th>Indian River County</th>
<th>Approved</th>
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<td>11/24/08</td>
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<td>Stormwater Engineering</td>
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<td>11-25-08</td>
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AGENDA COPY

AMENDMENT No. 1 TO WORK ORDER NUMBER 3-EM
SUPPORT ENGINEERING SERVICES FOR EGRET MARSH REGIONAL
STORMWATER PARK FINAL REDESIGN AND CONSTRUCTION

This Amendment No. 1 to Work Order Number 3-EM is entered into as of this ____ day of ____________, 2008, pursuant to that certain Continuing Contract Agreement for Professional Services entered into as of March 15, 2005 ("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
MALCOM PIRNIE, INC.
By: Victor A. Hartnett
Title: SENIOR ASSOCIATE

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY
By: Wesley S. Davis, Chairman
Attest: J.K. Barton, Clerk of Court
By: Deputy Clerk

Approved:
Joseph A. Baird
Joseph A. Baird, County Administrator
Approved as to form and legal sufficiency:
Marian E. Fell, Assistant County Attorney
ATTACHMENT 1 to AMENDMENT No. 1 TO WORK ORDER NO. 3-EM
ONSITE ELECTRICAL AND STRUCTURAL ENGINEERING SERVICES
DURING CONSTRUCTION

1. **PROJECT SCOPE**

The COUNTY intends to begin construction of the Egret Marsh Regional Stormwater Park (Egret Marsh) in the fall of 2008. The CONSULTANT shall provide on site electrical and structural engineering inspections as required. Specific tasks follow:

2. **ONSITE ELECTRICAL AND ENGINEERING INSPECTION SERVICES**

Task No. 1 – ELECTRICAL AND STRUCTURAL ENGINEERING SITE VISITS DURING CONSTRUCTION AND ASSOCIATED MEMOS – conduct up to four electrical engineering site visits and up to four structural engineering site visits to the project construction site to observe and review project construction activities as relates to electrical and structural issues. One electrical engineering site visit will include project startup. Prepare and submit to the COUNTY, a memo and photographs summarizing observations made during each site visit.

The electrical Work included herein is only for electrical and control systems related to the site lighting, the three precast buildings, the offsite pumping station at the Lateral D Canal, and the pump station located near the Final Polishing Pond.

The structural Work included herein is only for structural items related to the offsite pumping station at the Lateral D Canal.

**END OF ATTACHMENT 1**
ATTACHMENT 2 to AMENDMENT No. 1 TO WORK ORDER NO. 3-EM
ONSITE ELECTRICAL AND STRUCTURAL ENGINEERING SERVICES
DURING CONSTRUCTION

1. **COMPENSATION**

The COUNTY agrees to pay and the CONSULTANT agrees to accept, a not-to-exceed fee of $17,810.00 for services rendered according to Attachment 1 of this WORK ORDER.

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. The CONSULTANT shall submit invoices monthly for services performed and expenses incurred pursuant to this Agreement 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**
1. **TIME FOR COMPLETION**

The CONSULTANT’s time-of-completion for the services covered by this Work Order depends on the Construction Contractor’s progress. The CONSULTANT shall promptly visit the site when requested to do so by the ENGINEER. The construction schedule is anticipated to range from 300 to 360 calendar days.

**END OF ATTACHMENT 3**
September 18, 2008

Mr. Victor A. Hulbert, P.E.
Malcolm Pirnie, Inc
2301 Maitland Center Parkway, Suite 245
Maitland, Florida 32751

Re: Egret Marsh Pump Station
Indian River County, Florida

Dear Mr. Hulbert:

We are pleased to submit our proposal for general services during construction for the above project based on our recent redesign efforts as defined in our proposal dated January 17, 2008. This proposal is being sent as a supplement to our original Subcontract dated June 21, 2006. Our scope shall include the construction services for the above reference project as described in Part 2 of our original contract sent to your office on May 25, 2006.

Attached is the original subcontract agreement for your reference. Our fee for this work shall be $1,900.00, and shall be billed monthly based on project completion.

Very truly yours,

[Signature]

Stephen E. Bailey, P.E.

Enclosure

cc: Mr. John P. Markham, BEC
File

ACCEPTED _______________________________ DATE ____________________

MP-08-002G.doc
October 23, 2008

Mr. Victor A. Hurlburt, P.E.
Malcolm Pirnie, Inc.
2301 Maitland Center Parkway, Suite 425
Maitland, FL 32751

Re: Proposal for Construction Administration Services
Egret Marsh Stormwater Park and Lateral D Pump Station

Dear Mr. Hurlburt:

Southeast Structural Engineers, Inc. is pleased to present this proposal for engineering services. The scope of our work is outlined below:

Description of Service

Provide construction phase services including: shop drawing reviews, problem resolution during construction and site visits to observe the progress and general conformity of the construction with the structural drawings and specifications.

Fee Compensation

The compensation for our service will be billed monthly and will not exceed $15,910.00. This estimated fee is comprised of the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee (In USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shop Drawing Reviews</td>
<td>$4,260.00</td>
</tr>
<tr>
<td>Problem Resolutions, RFI’s and RFV’s</td>
<td>$800.00</td>
</tr>
<tr>
<td>Site Visits (12 visits at $800.00 per visit)</td>
<td>$10,850.00</td>
</tr>
</tbody>
</table>

Southeast Structural Engineers appreciates this opportunity to provide our service. If you have any questions, please call.

Sincerely,

Roger A. Barth, P.E.
Principal
INDIAN RIVER COUNTY
MEMORANDUM

To: Members of the Board of County Commissioners

Date: December 1, 2008

Subject: FY 2007-2008 Records Disposition Compliance Statement and Records Management Liaison Officer Form
Board of County Commissioners

From: Darcy Vasilas
Commissioner Assistant – District 3

Effective February 20, 2001, agencies are no longer required to obtain authorization from the Department of State prior to the disposition of scheduled records, but must maintain specific information for documenting this activity. Each Agency is required to “...submit to the Division, once a year, a signed statement attesting to the agency’s compliance with records disposition laws, rules and procedures.”

Attached is a Records Disposition Compliance Statement for the period October 1, 2007 and ending September 30, 2008 for the Indian River County Board of County Commissioners.

Recommendation

Authorize the Chairman to sign the Records Disposition Compliance Statements for the period October 1, 2007 through September 30, 2008 and submit the Record Management Liaison Officer (RMLO) form to the Florida Department of State for the Indian River County Board of County Commissioners.

Attachments: Letter Dated November 1, 2008 from FL Department of State Record Disposition Compliance Statement
Mrs. Darcy R. Vasilas
Indian River County Board of County Commissioners
1801 27th Street, Building A
Vero Beach, Florida 32960-3365

Dear Mrs. Vasilas:

As a Florida public agency, you are required by Rule 1B-24.003(11), Florida Administrative Code, to submit annually to the Division of Library and Information Services “a signed statement attesting to the agency's compliance with records disposition laws, rules, and procedures.” Based on these annual statements, our office submits an annual report on statewide compliance to the Legislature and the Executive Office of the Governor for their consideration and action.

For your convenience, we are providing you with the enclosed Records Management Compliance Statement to report your agency’s compliance status. Please complete all information in Section I, Compliance Certification, and make any necessary additions or corrections to your agency or Records Management Liaison Officer information in Sections II and III. Please return the form to the address or fax number indicated at the bottom of the form by December 31, 2008.

We appreciate your prompt attention to this matter. If we can be of service to your agency, please do not hesitate to contact us at (850) 245-6750 or by e-mail at recmgt@dos.state.fl.us.

Sincerely,

Jim Berberich
Division of Library and Information Services

Enclosure
RECORDS MANAGEMENT COMPLIANCE STATEMENT
for Fiscal Year 2007-2008

1. This agency is in compliance with Section 257.36(5), Florida Statutes\(^1\), and Rule 1B-24.003(10), Florida Administrative Code\(^2\), for all public records regardless of media or format (e.g., paper, electronic including e-mail, microfilm, audio, video, etc.).

   \( \frac{\text{X}}{2} \) Yes \( \frac{\text{No}}{2} \) (Please explain and indicate areas in need of assistance on reverse side)

2. This agency has disposed of 30.60 cubic feet of records for the fiscal year indicated above. (It is not necessary to indicate volume of electronic records disposed)

   Agency Head Signature: ____________________________ Date: 12/09/08

   Name of Agency Head (please print): Wesley S. Davis

   Title of Agency Head (please print): Commission Chairman

Please indicate changes to Agency Information on lines provided on right.

<table>
<thead>
<tr>
<th>Agency Name:</th>
<th>Department of State Records Management Program, Mail Station 9A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Head:</td>
<td>Sandra L. Bowden</td>
</tr>
<tr>
<td>Address:</td>
<td>1801 27th Street, Building A Vero Beach, Florida 32960-3355</td>
</tr>
</tbody>
</table>

Section 257.036(5)(a), Florida Statutes\(^1\), requires public agencies to designate a Records Management Liaison Officer (RMLO). Please indicate changes to RMLO Information on lines provided on right. If Current Information is blank, please designate an RMLO for your agency on lines provided on right.

<table>
<thead>
<tr>
<th>RMLO:</th>
<th>Mrs. Darcy R. Vasilas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1801 27th Street, Building A Vero Beach, Florida 32960-3355</td>
</tr>
<tr>
<td>Phone:</td>
<td>(772) 226-1433 Ext:</td>
</tr>
<tr>
<td>Fax:</td>
<td>(772) 770-5334</td>
</tr>
<tr>
<td>E-Mail:</td>
<td><a href="mailto:dvasilas@ircgov.com">dvasilas@ircgov.com</a></td>
</tr>
</tbody>
</table>

Please complete and return this compliance statement by December 31, 2008 to:
Department of State
Records Management Program, Mail Station 9A OR Fax to: (850) 245-6795
Tallahassee, FL 32399-0250

---

\(^1\) Section 257.36(5), Florida Statutes: "For the purposes of this section, the term "agency" shall mean any state, county, district, or municipal officer, department, division, bureau, board, commission, or other separate unit of government created or established by law. It is the duty of each agency to: (a) Cooperate with the division in complying with the provisions of this chapter and designate a records management liaison officer. (b) Establish and maintain an active and continuing program for the economical and efficient management of records."

\(^2\) Rule 1B-24.003(10), Florida Administrative Code: "Prior to records disposition, an agency must ensure that retention requirements have been satisfied. The minimum requirements for each records disposition is the identification and documentation of the following: (a) Schedule number; (b) item number; (c) Record series title; (d) The inclusive dates; and (e) The volume in cubic feet. A public record may be destroyed or otherwise disposed of only in accordance with retention schedules established by the Division. Photographic reproductions or reproductions through electronic recordkeeping systems may substitute for the original or paper copy, per Section 92.29, F.S."
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: Michael D. Nixon, P.E., Roadway Production Manager

SUBJECT: Work Order No. 2 (Engineering) with Ardaman & Associates, Inc. Providing Professional Geotechnical Services in Accordance with the Annual Geotechnical Services 53rd STREET BRIDGE OVER LATERAL H CANAL – IRC Project No. 0107

DATE: November 19, 2008

CONSENT AGENDA

DESCRIPTION AND CONDITIONS

On November 18, 2008, the Board of County Commissioners approved an annual agreement for Professional Geotechnical Services, with Ardaman & Associates, Inc. for various services including but not limited to Field and Laboratory Construction Materials Testing in Indian River County.

The purpose of this Work Order is to provide testing services for the construction of the subject project. Ardaman & Associates, Inc. submitted a proposal outlined in the attached Work Order No. 2, (Engineering) and scope of work (Exhibit A) for a not to exceed fee of $4,800.00.

RECOMMENDATION

Staff recommends approval of the attached Work Order No. 2 (Engineering) authorizing the above-mentioned project as outlined in the attached proposal and requests the Board to authorize the Chairman to execute the attached Work Order on their behalf for a not-to-exceed fee of $4,800.00.

FUNDING

Funding is budgeted and available from Account Number 10215141-066510-02025

ATTACHMENTS

1. Work Order No. 2 with Engineering Division, providing Professional Geotechnical Services for the 53rd STREET BRIDGE OVER LATERAL H CANAL – IRC Project No. 0107.


DISTRIBUTION


APPROVED AGENDA ITEM:

FOR: December 9, 2008

BY: Joseph A. Baird, County Administrator

<table>
<thead>
<tr>
<th>Indian River County</th>
<th>Approved</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>Administration</td>
<td>✔</td>
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<tr>
<td>Legal</td>
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<td>12-1-08</td>
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<td>Budget</td>
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<td>12-3-08</td>
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<tr>
<td>Risk Management</td>
<td>✔</td>
<td>11-24-08</td>
</tr>
<tr>
<td>Public Works</td>
<td>✔</td>
<td>11-24-08</td>
</tr>
<tr>
<td>Engineering Division</td>
<td>✔</td>
<td>11-24-08</td>
</tr>
</tbody>
</table>
Indian River County Board of County Commissioners
Engineering Division
1801 27th Street
Vero Beach, Florida 32960

Attention: Mr. Michael D. Nixon, P.E.
Roadway Production Manager

Subject: Proposal for Construction Materials Testing Services
53rd Street Bridge over the Lateral "H" Canal
Vero Beach, Indian River County, Florida
IRC Project # 0107

Mr. Nixon:

As requested, we are pleased to present the following proposal for construction materials testing services for the above referenced project. Based on our understanding of the project, the proposed bridge structure will replace an old bridge and will span the existing Lateral "H" Canal. The project cost will be billed on a time-and-materials basis using the rates included in the attached fee schedule.

For budgeting purposes, we propose a not-to-exceed limit of $4,800.00. The total cost will not be exceeded without prior authorization.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by issuing the work order that will be assigned to this project. Please call if you have any questions or require additional information.

Sincerely,
ARDAMAN & ASSOCIATES, INC.

[Signature]

Dan J. Zilchack, P.E.
Branch Manager
CONSTRUCTION MATERIALS TESTING SERVICES
for
53rd STREET BRIDGE OVER LATERAL H CANAL – IRC Project No. 0107
WORK ORDER NO. 2 (Engineering Division)
FOR
FOR PROFESSIONAL GEOTECHNICAL SERVICES AGREEMENT
FOR ANNUAL GEOTECHNICAL SERVICES RFQ No. 2008071
WITH
ARDAMAN & ASSOCIATES, INC.

Construction materials testing services performed under this contract shall be supervised and certified by a licensed Professional Engineer (PE) registered with the State of Florida and staff employed directly with your firm.

Scope of Services

All work shall be performed on a not-to-exceed fee of $4,800.00 in accordance with the attached proposal (EXHIBIT A) dated October 28, 2008 and shall comply with Standards enumerated in the RENEWAL OF THE ANNUAL GEOTECHNICAL SERVICES CONTRACT, IRC RFQ No. 2008071 WITH ARDAMAN & ASSOCIATES, INC. Effective Date: November 18, 2008

All work shall also comply with the current Florida Minimum Technical Standards.

COMPENSATION

The COUNTY agrees to pay, and the Geotechnical Professional agrees to accept, a fee for services rendered according to Ardaman & Associates, Inc. proposal identified in the attached EXHIBIT A.

A Not-to-Exceed Amount of: $4,800.00 to be paid for actual work performed in accordance with the proposal set forth in Exhibit A of RENEWAL OF THE ANNUAL GEOTECHNICAL SERVICES CONTRACT, IRC RFQ No. 2008071 WITH ARDAMAN & ASSOCIATES, INC.

TIME FOR COMPLETION

This Work Order No. 1 shall run concurrently with the construction work for the 53rd STREET BRIDGE OVER LATERAL H CANAL
IRC Project No. 0107
IN WITNESS WHEREOF the parties hereto have executed these presents this _____ day of _______________, 2008.

ARDAMAN & ASSOCIATES, INC.

BY: __________________________
Title: __________________________

WITNESS:

BY: __________________________
NAME: __________________________

INDIAN RIVER COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

BY: __________________________

WESLEY S. DAVIS, CHAIRMAN
Board of County Commissioners

Approved by the BCC: _____________

ATTEST: __________________________
Jeffrey K. Barton
Clerk of the Court

BY: __________________________
DEPUTY CLERK OF COURT

JOSEPH A. BAIRD
COUNTY ADMINISTRATOR

WILLIAM G. COLLINS, II
COUNTY ATTORNEY
EXHIBIT “A”
ARDAMAN & ASSOCIATES, INC.
FEE SCHEDULE
INDIAN RIVER COUNTY

GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING
AND CONSTRUCTION MATERIALS TESTING SERVICES

(October 1, 2008 through September 30, 2009)

SITE PREPARATION PROCEDURES INSPECTION, SAMPLING AND TESTING SERVICES
Monitoring of the removal of deleterious soils or materials
  - Penetrometer tests. Sampling of natural or fill material
  - Inspection of borrow areas.

- Engineering technician $44.00/hour
- Senior engineering technician $52.00/hour

Density Tests:
  - In-situ density tests, nuclear or drive sleeve method
    (minimum of four per trip) $22.00/test

- Sampling of natural or fill material for laboratory testing; Engineering technician $44.00/hour

ASPHALT: FIELD INSPECTION, SAMPLING AND LABORATORY TESTING
Engineering technician time for field sampling $44.00/hour

Coring:
  - Mobilization of coring equipment:
    - With power supplied $125.00/trip
    - Without power supplied $100.00/trip
  - Certified engineering technician to inspect preparation of base course/surface installation or plant control $85.00/hour
  - Asphalt mix designs $550.00/design
  - Marshall Stability and Flow Test (Includes pill densities) $85.00/test
  - Extraction and gradation tests (sampled hot) $85.00/test
  - Extraction and gradation tests (sampled from pavement) $135.00/test
  - Density tests $22.00/test
  - Depth measurements $8.00/test

STRUCTURAL STEEL:
Field inspection for visual examination of welds, ultrasonic testing, dye penetrant, magnetic particle, etc.
  - Metals technician (Equipment charge determined by project) $52.00/hour

OVERTIME AND HOLIDAY Charges will be increased 50% for work performed during weekends and official holidays.

SUB-CONTRACTING SERVICES Cost Plus 12%
EXHIBIT “A”
ARDAMAN & ASSOCIATES, INC.
FEE SCHEDULE
INDIAN RIVER COUNTY
GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING
AND CONSTRUCTION MATERIALS TESTING SERVICES
(October 1, 2008 through September 30, 2009)

CONCRETE SAMPLING AND TESTING
Cylinder samples (up to 4 cylinders per set): molding, curing, and strength testing (ASTM C-31 and C-39).
Cylinders shall be left in a place provided by the Contractor, covered with plastic caps and attempts made to provide shade thereon. If temperature of the air is critical to first 24 hours (during field curing), equipment to maintain such controls shall be provided by others.

$80.00/set
$15.00/cylinder
$44.00/hour

Additional cylinders
Technician time due to construction delays in excess of 1.0 hour on-site on the date cylinders are made.

$44.00/hour

Technician time transporting cylinders from site to office if no other work is required.

$15.00/cylinder

Curing and strength testing samples delivered to our laboratory (ASTM C-39)
Continuous monitoring of concrete placement and/or extra slump and temperature tests, technician time
Slump tests (ASTM C-143)
Air Entrainment (ASTM C-173)
Unit weight
Yield tests
Verification of mix design
Fineness modules
Plant control
Concrete blocks. Strength tests (determined by gross area)
Concrete blocks. Absorption and strength tests (net area)
Block Prism Assembly
Flexural Strength Beams (up to 3 beams) $30.00 each additional beam
Test beams made by others
Grout Prisms (3/set) (blocks supplied by others)
Marsh Funnel Viscosity

$80.00/set
$15.00/cylinder
$44.00/hour
$44.00/hour
$44.00/hour
$225.00/each
$44.00/each
$44.00/hour
$15.00/test
$30.00/test
$33.00/test
$33.00/test
$35.00/test

SAMPLING AND TESTING OF IN-PLACE CONCRETE/SOIL CEMENT
Coring and testing of cored samples:

Technician time (two technicians may be required)
Mobilization of coring equipment
With power supplied
Without power supplied
Trimming, capping and strength test (ASTM C-42)
Depth measurement

$44.00/hour
$125.00/trip
$100.00/trip
$30.00/core
$15.00/core

Swiss Hammer
Mobilization of equipment
Technician time

$65.00/trip
$52.00/hour
EXHIBIT "A"
ARDAMAN & ASSOCIATES, INC.
FEE SCHEDULE
INDIAN RIVER COUNTY
GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING
AND CONSTRUCTION MATERIALS TESTING SERVICES
(October 1, 2008 through September 30, 2009)

ENGINEERING
Data Evaluation, Engineering Analysis,
Design, Inspections, Field Monitoring, etc.

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate Per Hour</th>
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<tbody>
<tr>
<td>Principal Engineer</td>
<td>$125.00</td>
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<tr>
<td>Senior Project Engineer (P.E. / Branch Manager)</td>
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<tr>
<td>Project Engineer</td>
<td>$85.00</td>
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<td>Staff Engineer</td>
<td>$75.00</td>
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CONSTRUCTION MONITORING
AND FIELD TESTING

<table>
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<tr>
<th>Position</th>
<th>Rate Per Hour</th>
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<tbody>
<tr>
<td>Senior Field Technician</td>
<td>$52.00</td>
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<tr>
<td>Field Technician</td>
<td>$44.00</td>
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SUPPORT PERSONNEL

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<tr>
<th>Position</th>
<th>Rate Per Hour</th>
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<tbody>
<tr>
<td>Senior Technical Draftsman</td>
<td>$52.00</td>
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<td>Technical Draftsman I</td>
<td>$44.00</td>
</tr>
<tr>
<td>Technical Secretary</td>
<td>$42.00</td>
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</tbody>
</table>
EXHIBIT "A"
ARDAMAN & ASSOCIATES, INC.
FEE SCHEDULE
INDIAN RIVER COUNTY
GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING
AND CONSTRUCTION MATERIALS TESTING SERVICES
(October 1, 2008 through September 30, 2009)

CLASSIFICATION TESTS
- Moisture Content (ASTM D-2216) Each $15.00
- Organic Content Each $30.00
- Loss on Ignition (ASTM D-2974) Each $30.00
- Wet Combustion (AASHTO T-184) Each $50.00
- Unit Weight/Classification (Undisturbed Sample) Each $40.00
- Grain Size Distribution:
  - Sieve Analysis (ASTM D-421, D-422) Each $65.00
  - Percent Fines (ASTM D-1140) Each $30.00
  - Hydrometer Analysis (ASTM D-422) Each $65.00
- Atterberg Limits (ASTM D-4318):
  - Plasticity Index Less than 150% Each $105.00
  - Plasticity Index Greater than 150% Add'l Per Set $80.00
- Shrinkage Limit (ASTM D-4943) Each $75.00
- Specific Gravity (ASTM D-854) Each $65.00
- Los Angeles Abrasion Each $350.00

COMPACTION TESTS
- Standard (ASTM D-698) or Modified Proctor (ASTM D-1557) Per Test $80.00
- Maximum-Minimum Density (ASTM D-4253, D-4254) Per Set $95.00
- Lime Rock Bearing Ratio (3 points) Per Test $275.00

CONSOLIDATION TESTS
- Incremental Consolidation Test (ASTM D-2435) Per Test $480.00
- More than Ten Load-Unload Increments Per Add'l Increment $50.00
- Constant Rate of Strain Consolidation Test (ASTM D-4186) Each $50.00

PERMEABILITY TESTS
- Permeability Test on Sand Each $135.00
- Permeability Test on Fine Grained Soil:
  - k > 10^-6 cm/sec Each $225.00
  - k < 10^-6 cm/sec Each $330.00
- Test Duration Greater than 7 days Per Add'l Increment $20.00
- Permeation with Fluids Other Than Water Add'l Per Test $115.00

STRENGTH TESTS
- Strength Index Tests (Torvane, Penetrometer, etc.) Each $72.00
- Vane Shear Test Each $22.00
- Unconfined Compression Test (ASTM D-2166):
  - Strength Only Each $50.00
  - With Stress-Strain Curve Each $25.00
- Triaxial Tests:
  - Unconsolidated-Undrained (ASTM D-2850) Each $125.00
  - Unconsolidated-Undrained (with pore pressure response) Each $420.00
  - Consolidated-Undrained (with pore pressure measurement) Each $420.00
  - Consolidated-Drained on Sands Each $320.00
  - Consolidated-Drained on Fine Grained Soils Each $480.00
  - Use of Fluids Other Than Water Add'l Per Test $145.00
- Direct Shear Tests (Coarse Grained Soils):
  - Conventional 2.3" Box Shear Per Normal Load $230.00
  - With Stress Reversals Per Normal Load $340.00
  - Conventional 12" Box Shear Per Normal Load $430.00
  - Set-Up Charge for Geosynthetics Add'l Per Normal Load $70.00
CHEMICAL TESTS
- pH: Each $15.00
- Specific Conductance: Each $12.00
- Fluoride: Each $22.00
- Sulfate: Each $42.00
- Chloride: Each $42.00
- Soil pH: Each $25.00
- Soil Specific Conductance: Each $42.00
- Soil Resistivity (ASTM G-57): Each $42.00
- Carbonate Content: Each $80.00
- Corrosion Series (pH, sulfate, chloride and resistivity): Each $135.00

CHEMICAL LABORATORY SUBCONSULTANT SERVICES
- Laboratory Analytical Testing: Cost + 12%

GEOSYNTHETICS
- Geomembrane Thickness (ASTM D-1593): Per Sample $30.00
- Geomembrane Density (ASTM D-792): Per Sample $46.00
- Geomembrane Tensile Strength (ASTM D-638), Machine and Transverse Direction: Per Set $110.00
- Geomembrane Tear Resistance (ASTM D-1004), Machine and Transverse Direction: Per Set $75.00
- Weld Peel and Shear (ASTM D-413, D-882): Per Set $42.00
- Geotextile Tensile Strength (ASTM D-4522): Per Set $110.00
- Geotextile Trapezoidal Tear (ASTM D-4533): Per Set $130.00

SAMPLE PREPARATION AND SPECIAL TESTS
Preparation of Samples for Testing (e.g., crushing for carbonate content determination, filtering of clayey soil for chemical tests) will be charged at $25.00 per sample. Prices for other tests on geomembranes and geotextiles will be determined per project based upon technician man-hours and other considerations.
EXHIBIT "A"
ARDAMAN & ASSOCIATES, INC.
FEE SCHEDULE
INDIAN RIVER COUNTY
GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING
AND CONSTRUCTION MATERIALS TESTING SERVICES
(October 1, 2008 through September 30, 2009)

MOBILIZATION AND DEMOBILIZATION
- Men and Equipment
  Per Job $250.00
- Portable Barge
  Minimum $5,000.00

STANDARD DRILLING

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<tr>
<th>Description</th>
<th>Per Lineal Foot</th>
<th>Per Lineal Foot</th>
<th>Per Lineal Foot</th>
<th>Per Lineal Foot</th>
<th>Per Lineal Foot</th>
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<tr>
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<td>Wash Borings - Cuttings Only (up to 3 inch)</td>
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<tr>
<td>Soil drilling</td>
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<tr>
<td>Rock drilling</td>
<td></td>
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<tr>
<td>Standard Penetration Test (SPT) Borings (ASTM D-1586) in soil (N-values &lt;50):</td>
<td>Per Lineal Foot</td>
<td>$12.00</td>
<td>$13.00</td>
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<td>$18.00</td>
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<tr>
<td>Standard Penetration Test (SPT) Borings in high resistance soil/rock (N-values &gt;50):</td>
<td>Add'l Price Per LF</td>
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<tr>
<td>Furnish, Install, and Remove Casing (up to 4-inch):</td>
<td>Per Lineal Foot</td>
<td>$7.50</td>
<td>$9.00</td>
<td>$10.50</td>
<td>$14.00</td>
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<tr>
<td></td>
<td>Per Lineal Foot</td>
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<tr>
<td>Drilling (Time Basis)/2 man-crew</td>
<td>Per Crew-Hour</td>
<td>$145.00</td>
<td>$170.00</td>
<td>$185.00</td>
<td>$200.00</td>
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<tr>
<td>Drilling (Time Basis)/3 man-crew</td>
<td>Per Crew-Hour</td>
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<tr>
<td>Support Water Truck (Time Basis)</td>
<td>Per Day</td>
<td>$120.00</td>
<td>$130.00</td>
<td>$140.00</td>
<td>$150.00</td>
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<tr>
<td>Rock Coring (N or H size)</td>
<td>Per Lineal Foot</td>
<td>$25.00</td>
<td>$28.00</td>
<td>$32.00</td>
<td>$35.00</td>
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<tr>
<td>Field Permeability</td>
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SAMPLING

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<tr>
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<th>Per Additional Sample</th>
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<th>Per Additional Sample</th>
<th>Per Additional Sample</th>
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<td></td>
<td>from 10 feet to 25 feet</td>
<td>from 25 feet to 50 feet</td>
<td>from 50 feet to 100 feet</td>
<td>from 101 feet to 125 feet</td>
<td>from 126 feet to 150 feet</td>
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<tr>
<td>Undisturbed Samples:</td>
<td>Per Sample $100.00</td>
<td>Per Sample $110.00</td>
<td>Per Sample $120.00</td>
<td>Per Sample $130.00</td>
<td>Per Sample $140.00</td>
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<tr>
<td></td>
<td>Shelby Tube</td>
<td>Fixed-Piston Shelby, Osterberg, Pitcher</td>
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SOUNDINGS

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<tr>
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<th>Per Lineal Foot</th>
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<th>Per Crew Hour</th>
<th>Per Crew Hour</th>
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<tbody>
<tr>
<td>Electric Dutch Cone Soundings</td>
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<td>$10.50</td>
<td>$120.00</td>
<td>$125.00</td>
<td>$130.00</td>
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<tr>
<td>Piezocene Soundings</td>
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<tr>
<td>Muck Probing/Clay Sampling</td>
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<tr>
<td>Cone/Piezocene Soundings (Time Basis)</td>
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</tr>
<tr>
<td>Piezocene Dissipation Monitoring</td>
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OTHER CHARGES

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<tr>
<th>Description</th>
<th>Per Crew-Hour</th>
<th>Per Crew-Hour</th>
<th>Per Crew-Hour</th>
<th>Per Crew-Hour</th>
<th>Per Crew-Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaning Difficult Access, Hole Location and Set-Up</td>
<td>$125.00</td>
<td>$125.00</td>
<td>$125.00</td>
<td>$125.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>Standby Time</td>
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<td>$125.00</td>
<td>$125.00</td>
<td>$125.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>Piezometer and Well Installation (plus materials)</td>
<td>$140.00</td>
<td>$140.00</td>
<td>$140.00</td>
<td>$140.00</td>
<td>$140.00</td>
</tr>
<tr>
<td>Bore Hole Grouting and Sealing (plus materials)</td>
<td>$140.00</td>
<td>$140.00</td>
<td>$140.00</td>
<td>$140.00</td>
<td>$140.00</td>
</tr>
<tr>
<td>Well Cleaning/Sensitivity/Water Level</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Air Boat Use</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>Instrumentation Unit Use Materials</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# EXHIBIT “A”

ARDAMAN & ASSOCIATES, INC.

FEE SCHEDULE

INDIAN RIVER COUNTY

GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING

AND CONSTRUCTION MATERIALS TESTING SERVICES

(October 1, 2008 through September 30, 2009)

<table>
<thead>
<tr>
<th>ENVIRONMENTAL SITE ASSESSMENTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase I Environmental Site Assessments</strong></td>
<td></td>
</tr>
<tr>
<td>Tracts 50 acres or less (contiguous properties or per individual tract)</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>Tracts between 51 and 500 acres (contiguous properties)</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Tracts greater than 500 acres</td>
<td>Varies</td>
</tr>
<tr>
<td><strong>Phase II Environmental Site Assessments</strong></td>
<td>Varies</td>
</tr>
<tr>
<td>Analytical Laboratory testing for hazardous or petroleum contamination (soil, sediment and groundwater)</td>
<td>cost + 15%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER RELATED ENVIRONMENTAL DRILLING CHARGES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Support Water Truck</td>
<td>Per Day</td>
</tr>
<tr>
<td>Drumming Contaminated Soil/Drilling Fluids in 55 gallon drums (Disposal not included)</td>
<td>Per Drum</td>
</tr>
<tr>
<td>Drum Disposal</td>
<td>Per Drum</td>
</tr>
<tr>
<td>Visqueen (100 feet by 20 feet)</td>
<td>Per Roll</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MONITORING WELL INSTALLATION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporary 2-inch PVC Wellpoint (Piezometer)</td>
<td>Per Foot</td>
</tr>
<tr>
<td>2-inch PVC</td>
<td>Per Foot</td>
</tr>
</tbody>
</table>

**NOTE:** Double cased deep monitoring well (above cost x 2)

<table>
<thead>
<tr>
<th>VAULT/PAD INSTALLATION – MONITORING WELLS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vault Size</strong></td>
<td><strong>Vault Size</strong></td>
</tr>
<tr>
<td>2&quot;</td>
<td>3&quot; w/pad</td>
</tr>
<tr>
<td>4&quot;</td>
<td>12&quot; w/pad</td>
</tr>
<tr>
<td>2&quot; or 4&quot;</td>
<td>Above ground riser w/pad</td>
</tr>
</tbody>
</table>

**DIRECT PUSH GROUNDWATER SAMPLING**

| Direct Push Sampler (minimum 1 day) | Per Day | $1,500.00 |

**ENVIRONMENTAL FIELD TESTING SERVICES**

| Slug Injection/Withdrawal Permeability Test | Each | $250.00 + $50.00/hour |
| Double Ring Infiltrometer Test (ASTM D-3385-75) | Each | $500.00 |

**SPECIAL DRILLING/SOUNDING**

Prices for special drilling (large diameter; air boat sampling; amphibious drilling; NQ wire line coring; large diameter boring; drilling in corrosive, contaminated or hazardous materials; drilling at great depths; installing large diameter temporary casing; etc.) field vane testing, and other specialized sampling or field tests will be determined per project.

**INSTRUMENTATION**

Prices for installation of monitor wells, inclinometers and settlement devices and prices for performing field permeability and packer tests will be determined per project.
**EXHIBIT “A”**

**ARDAMAN & ASSOCIATES, INC.**

**FEE SCHEDULE**

**INDIAN RIVER COUNTY**

**GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES**

(October 1, 2008 through September 30, 2009)

**GENERAL FIELD EQUIPMENT:**

<table>
<thead>
<tr>
<th>Equipment Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Gas Chromatograph</td>
<td>Per Day $300.00</td>
</tr>
<tr>
<td>Data Logger</td>
<td>Per Day $240.00</td>
</tr>
<tr>
<td>Organic Vapor Analyzer (OVA 128 or Gastech)</td>
<td>Per Day $120.00</td>
</tr>
<tr>
<td>Photo Ionization Detector (Photovac Tip)</td>
<td>Per Day $110.00</td>
</tr>
<tr>
<td>Generator</td>
<td>Per Day $95.00</td>
</tr>
<tr>
<td>Steam Cleaner</td>
<td>Per Day $100.00</td>
</tr>
<tr>
<td>Surveying Equipment (Water Table Elevations)</td>
<td>Per Day $85.00</td>
</tr>
<tr>
<td>Centrifugal Development Pump</td>
<td>Per Day $50.00</td>
</tr>
<tr>
<td>Submersible Development Pump</td>
<td>Per Day $100.00</td>
</tr>
<tr>
<td>Peristaltic Purging Pump</td>
<td>Per Day $40.00</td>
</tr>
<tr>
<td>Magnetometer</td>
<td>Per Day $35.00</td>
</tr>
<tr>
<td>Product/Water Interface Probe</td>
<td>Per Day $35.00</td>
</tr>
<tr>
<td>pH/Conductivity Meter</td>
<td>Per Day $25.00</td>
</tr>
<tr>
<td>Turbidity Meter</td>
<td>Per Day $35.00</td>
</tr>
<tr>
<td>Water Level Indicator</td>
<td>Per Day $20.00</td>
</tr>
<tr>
<td>Bailer Usage (Stainless Steel or Teflon-Per Each)</td>
<td>Per Day $18.00</td>
</tr>
<tr>
<td>Measuring Wheel</td>
<td>Per Day $8.00</td>
</tr>
<tr>
<td>35 mm Camera</td>
<td>Per Day $3.00</td>
</tr>
<tr>
<td>Barricade (per unit)</td>
<td>Per Day $100.00</td>
</tr>
<tr>
<td>Concrete Saw</td>
<td>Each $100.00</td>
</tr>
</tbody>
</table>

**EXPENDABLE SUPPLIES:**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Capacity (0.45 micron) Filter</td>
<td>Each $22.00</td>
</tr>
<tr>
<td>Disposable Teflon Bailer</td>
<td>Each $18.00</td>
</tr>
<tr>
<td>Disposable Polyethylene Bailer</td>
<td>Each $13.00</td>
</tr>
<tr>
<td>Isopropyl Alcohol (decontamination)</td>
<td>Per Gallon $15.00</td>
</tr>
<tr>
<td>Deionized Water (decontamination)</td>
<td>Per Five Gallon $14.00</td>
</tr>
<tr>
<td>15 oz. Soil Jars (soil headspace analysis)</td>
<td>Per Box of 12 $10.00</td>
</tr>
<tr>
<td>Tygon Tubing</td>
<td>Per Foot $2.50</td>
</tr>
<tr>
<td>Polyethylene Tubing</td>
<td>Per Foot $6.00</td>
</tr>
<tr>
<td>55-gallon Drum</td>
<td>Each $65.00</td>
</tr>
</tbody>
</table>

**HEAVY EQUIPMENT:**

<table>
<thead>
<tr>
<th>Equipment Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacuum Truck, Dump Truck, Crane, Excavator,</td>
<td>Per Job Cost + 15%</td>
</tr>
<tr>
<td>Trackhoe, Backhoe, etc.</td>
<td></td>
</tr>
</tbody>
</table>

**REMEDIATION EQUIPMENT:**

Cost is based on type of equipment and duration of project. Cost to be determined on project by project basis.
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: Michael D. Nixon, P.E., Roadway Production Manager

SUBJECT: Work Order No. 3 (Engineering) with Ardaman & Associates, Inc. Providing Professional Geotechnical Services In Accordance with the Annual Geotechnical Services

PLACE: BRIDGE OVER NORTH RELIEF CANAL - IRC Project No. 0611B

DATE: November 19, 2008

DESCRIPTION AND CONDITIONS

On November 18, 2008, the Board of County Commissioners approved an annual agreement for Professional Geotechnical Services, with Ardaman & Associates, Inc. for various services including but not limited to Field and Laboratory Construction Materials Testing in Indian River County.

The purpose of this Work Order is to provide testing services for the construction of the subject project. Ardaman & Associates, Inc. submitted a proposal outlined in the attached Work Order No. 3, (Engineering) and scope of work (Exhibit A) for a not to exceed fee of $4,200.00.

RECOMMENDATION

Staff recommends approval of the attached Work Order No. 3 (Engineering) authorizing the above-mentioned project as outlined in the attached proposal and requests the Board to authorize the Chairman to execute the attached Work Order on their behalf for a not-to-exceed fee of $4,200.00.

FUNDING

Funding is budgeted and available from Account Number 10215241-066510-07011.

ATTACHMENTS

1. Work Order No. 3 with Engineering Division, providing Professional Geotechnical Services for the 56th PLACE BRIDGE OVER NORTH RELIEF CANAL IRC Project No. 0611B

DISTRIBUTION


APPROVED AGENDA ITEM:

FOR: December 9, 2008

BY: Joseph A. Baird, County Administrator

<table>
<thead>
<tr>
<th>Indian River County</th>
<th>Approved</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>✓</td>
<td>12/4/08</td>
</tr>
<tr>
<td>Legal</td>
<td>✓</td>
<td>12/5/08</td>
</tr>
<tr>
<td>Budget</td>
<td>✓</td>
<td>12/5/08</td>
</tr>
<tr>
<td>Risk Management</td>
<td>✓</td>
<td>12/4/08</td>
</tr>
<tr>
<td>Public Works</td>
<td>✓</td>
<td>12/4/08</td>
</tr>
<tr>
<td>Engineering Division</td>
<td>✓</td>
<td>11/24/08</td>
</tr>
</tbody>
</table>

FA:Engineering\Capital Projects\0611 Bridge Over North Relief Canal North of 53rd Street\0611 BCC Geotech Work Order 3 Ardaman 11-19-08.doc
CONSTRUCTION MATERIALS TESTING SERVICES for
56th PLACE BRIDGE OVER NORTH RELIEF CANAL
IRC Project No. 0611B

WORK ORDER NO. 3 (Engineering Division)
FOR
FOR PROFESSIONAL GEOTECHNICAL SERVICES AGREEMENT.
FOR ANNUAL GEOTECHNICAL SERVICES RFQ No. 2008071
WITH
ARDAMAN & ASSOCIATES, INC.

Construction materials testing services performed under this contract shall be supervised and certified by a licensed Professional Engineer (PE) registered with the State of Florida and staff employed directly with your firm.

Scope of Services

All work shall be performed on a not-to-exceed fee of $4,200.00 in accordance with the attached proposal (EXHIBIT A) dated October 28, 2008 and shall comply with Standards enumerated in the RENEWAL OF THE ANNUAL GEOTECHNICAL SERVICES CONTRACT, IRC RFQ No. 2008071 WITH ARDAMAN & ASSOCIATES, INC. Effective Date: November 18, 2008

All work shall also comply with the current Florida Minimum Technical Standards.

COMPENSATION

The COUNTY agrees to pay, and the Geotechnical Professional agrees to accept, a fee for services rendered according to Ardaman & Associates, Inc. proposal identified in the attached EXHIBIT A.

A Not-to-Exceed Amount of: $4,200.00 to be paid for actual work performed in accordance with the proposal set forth in Exhibit A of RENEWAL OF THE ANNUAL GEOTECHNICAL SERVICES CONTRACT, IRC RFQ No. 2008071 WITH ARDAMAN & ASSOCIATES, INC.

TIME FOR COMPLETION

This Work Order No. 3 shall run concurrently with the construction work for the
56th PLACE BRIDGE OVER NORTH RELIEF CANAL
IRC Project No. 0611B
IN WITNESS WHEREOF the parties hereto have executed these presents this __ day of ____________, 2008.

ARDAMAN & ASSOCIATES, INC.

BY: ____________________________
Title: ____________________________

WITNESS:

BY: ____________________________
NAME: ____________________________

WESLEY S. DAVIS, CHAIRMAN
Board of County Commissioners

Approved by the BCC: ____________

ATTEST: ____________________________
Jeffrey K. Barton
Clerk of the Court

DEPUTY CLERK OF COURT

JOSEPH A. BAIRD
COUNTY ADMINISTRATOR

WILLIAM G. COLLINS, II
COUNTY ATTORNEY
EXHIBIT “A”
ARDAMAN & ASSOCIATES, INC.
FEE SCHEDULE
INDIAN RIVER COUNTY
GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING
AND CONSTRUCTION MATERIALS TESTING SERVICES
(October 1, 2008 through September 30, 2009)

SITE PREPARATION PROCEDURES INSPECTION, SAMPLING AND TESTING SERVICES
Monitoring of the removal of deleterious soils or materials
Inspection of placement and compaction of fill material.
Penetrometer tests. Sampling of natural or fill material
Inspection of borrow areas.
Engineering technician $44.00/hour
Senior engineering technician $52.00/hour

Density Tests:
- In-situ density tests, nuclear or drive sleeve method
  (minimum of four per trip) $22.00/test
- Sampling of natural or fill material for laboratory testing. Engineering technician $44.00/hour

ASPHALT: FIELD INSPECTION, SAMPLING AND LABORATORY TESTING
Engineering technician time for field sampling $44.00/hour
Coring:
- Mobilization of coring equipment:
  - With power supplied $125.00/trip
  - Without power supplied $100.00/trip
- Certified engineering technician to inspect preparation of base courses/surface installation or plant control $65.00/hour
- Asphalt mix designs $550.00/design
- Marshall Stability and Flow Test (Includes pff densities) $95.00/test
- Extraction and gradation tests (sampled hot) $95.00/test
- Extraction and gradation tests (sampled from pavement) $135.00/test
- Density tests $22.00/test
- Depth measurements $8.00/test

STRUCTURAL STEEL:
Field inspection for visual examination of welds, ultrasonic testing, dye penetrant, magnetic particle, etc.
Metals technician $352.00/hour
(Equipment charge determined by project)

OVERTIME AND HOLIDAY
Charges will be increased 50% for work performed during weekends and official holidays.

SUB-CONTRACTING SERVICES
Cost Plus 12%
EXHIBIT “A”
ARDAMAN & ASSOCIATES, INC.
FEE SCHEDULE
INDIAN RIVER COUNTY
GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING
AND CONSTRUCTION MATERIALS TESTING SERVICES
(October 1, 2008 through September 30, 2009)

CONCRETE SAMPLING AND TESTING
Cylinder samples (up to 4 cylinders per set): molding, curing, and strength testing (ASTM C-31 and C-39). Cylinders shall be left in a place provided by the Contractor, covered with plastic caps and attempts made to provide shade thereon. If temperature of the air is critical to first 24 hours (during field curing), equipment to maintain such controls shall be provided by others.

Additional cylinders
Technician time due to construction delays in excess of 1.0 hour on-site on the date cylinders are made
Technician time transporting cylinders from site to office if no other work is required
Curing and strength testing samples delivered to our laboratory (ASTM C-39)
Continuous monitoring of concrete placement and/or extra slump and temperature tests, technician time
Slump tests (ASTM C-143)
Air Entrainment (ASTM C-173)
Unit weight
Yield tests
Verification of mix design
Fineness modules
Plant control
Concrete blocks. Strength tests (determined by gross area)
Concrete blocks. Absorption and strength tests (net area)
Rock Prism Assembly
Flexural Strength Beams (up to 3 beams) $30.00 each additional beam
Test beams made by others
Grout Prisms 3/set (blocks supplied by others)
Marsh Funnel Viscosity

SAMPLING AND TESTING OF IN-PLACE CONCRETE/SOIL CEMENT
Coring and testing of ejected samples:
Technician time (two technicians may be required) $44.00/hour
Mobilization of coring equipment
With power supplied $125.00/trip
Without power supplied $100.00/trip
Trimming, capping and strength test (ASTM C-42)
Depth measurement

Swiss Hammer
Mobilization of equipment $50.00/trip
Technician time $52.00/hour
EXHIBIT “A”
ARDAMAN & ASSOCIATES, INC.
FEE SCHEDULE
INDIAN RIVER COUNTY
GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING
AND CONSTRUCTION MATERIALS TESTING SERVICES
(October 1, 2008 through September 30, 2009)

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>$125.00</td>
</tr>
<tr>
<td>Senior Project Engineer (P.E. / Branch Manager)</td>
<td>$105.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$85.00</td>
</tr>
<tr>
<td>Staff Engineer</td>
<td>$75.00</td>
</tr>
<tr>
<td>Senior Field Technician</td>
<td>$52.00</td>
</tr>
<tr>
<td>Field Technician</td>
<td>$44.00</td>
</tr>
<tr>
<td>Senior Technical Draftsman</td>
<td>$52.00</td>
</tr>
<tr>
<td>Technical Draftsman</td>
<td>$44.00</td>
</tr>
<tr>
<td>Technical Secretary</td>
<td>$42.00</td>
</tr>
</tbody>
</table>
# Exhibit “A”

ARDAMAN & ASSOCIATES, INC.

FEE SCHEDULE

INDIAN RIVER COUNTY

GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING
AND CONSTRUCTION MATERIALS TESTING SERVICES

(October 1, 2008 through September 30, 2009)

## Classification Tests

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moisture Content (ASTM D-2216)</td>
<td>Each $15.00</td>
</tr>
<tr>
<td>Organic Content</td>
<td>Each $30.00</td>
</tr>
<tr>
<td>Loss on Ignition (ASTM D-2874)</td>
<td>Each $95.00</td>
</tr>
<tr>
<td>Wet Combustion (AASHTO T-194)</td>
<td>Each $48.00</td>
</tr>
<tr>
<td>Limit Weight/Classification (Undisturbed Sample)</td>
<td>Each $65.00</td>
</tr>
<tr>
<td>Grain Size Distribution</td>
<td>Each $30.00</td>
</tr>
<tr>
<td>Sieve Analysis (ASTM D-421, D-422)</td>
<td>Each $85.00</td>
</tr>
<tr>
<td>Percent Fines (ASTM D-1140)</td>
<td>Each $65.00</td>
</tr>
<tr>
<td>Hydrometer Analysis (ASTM D-422)</td>
<td>Each $30.00</td>
</tr>
<tr>
<td>Atterberg Limits (ASTM D-4318)</td>
<td>Per Set $105.00</td>
</tr>
<tr>
<td>Plasticity Index Less than 150%</td>
<td>Add'l Per Set $80.00</td>
</tr>
<tr>
<td>Plasticity Index Greater than 150%</td>
<td>Each $75.00</td>
</tr>
<tr>
<td>Shrinkage Limit (ASTM D-4843)</td>
<td>Each $65.00</td>
</tr>
<tr>
<td>Specific Gravity (ASTM D-854)</td>
<td>Each $350.00</td>
</tr>
</tbody>
</table>

## Compaction Tests

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard (ASTM D-698)</td>
<td>Per Test $60.00</td>
</tr>
<tr>
<td>Modified Proctor (ASTM D-1557)</td>
<td>Per Set $95.00</td>
</tr>
<tr>
<td>Maximum-Minimum Density (ASTM D-4253, D-4254)</td>
<td>Per Test $275.00</td>
</tr>
<tr>
<td>Lime Rock Bearing Ratio (3 points)</td>
<td>Per Test $135.00</td>
</tr>
</tbody>
</table>

## Consolidation Tests

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incremental Consolidation Test (ASTM D-2435)</td>
<td>Per Test $480.00</td>
</tr>
<tr>
<td>Up to Ten Load-Unload Increments</td>
<td>Per Add'l Increment $50.00</td>
</tr>
<tr>
<td>More than Ten Load-Unload Increments</td>
<td>Each $560.00</td>
</tr>
<tr>
<td>Constant Rate of Strain Consolidation Test (ASTM D-4186)</td>
<td>Per Test $80.00</td>
</tr>
</tbody>
</table>

## Permeability Tests

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permeability Test on Sand</td>
<td>Each $135.00</td>
</tr>
<tr>
<td>Permeability Test on Fine Grained Soil</td>
<td>Each $225.00</td>
</tr>
<tr>
<td>k &gt;10^{-6} cm/sec</td>
<td>Each $350.00</td>
</tr>
<tr>
<td>k &lt;10^{-6} cm/sec</td>
<td>Each $20.00</td>
</tr>
<tr>
<td>Test Duration Greater than 7 days</td>
<td>Add'l Per Test $115.00</td>
</tr>
<tr>
<td>Permeation with Fluids Other Than Water</td>
<td>Add'l Per Test $145.00</td>
</tr>
</tbody>
</table>

## Strength Tests

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strength Index Tests (Torvane, Penetrometer, etc.)</td>
<td>Each $12.00</td>
</tr>
<tr>
<td>Vane Shear Test</td>
<td>Each $22.00</td>
</tr>
<tr>
<td>Unconfined Compression Test (ASTM D-2166)</td>
<td>Each $50.00</td>
</tr>
<tr>
<td>Strength Only</td>
<td>Each $55.00</td>
</tr>
<tr>
<td>With Stress-Strain Curve</td>
<td>Each $55.00</td>
</tr>
</tbody>
</table>

### Triaxial Tests:

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unconsolidated-Undrained (ASTM D-2550)</td>
<td>Each $185.00</td>
</tr>
<tr>
<td>Unconsolidated-Undrained (with pore pressure response)</td>
<td>Each $420.00</td>
</tr>
<tr>
<td>Consolidated-Undrained (with pore pressure measurement)</td>
<td>Each $420.00</td>
</tr>
<tr>
<td>Consolidated-Drained on Sands</td>
<td>Each $320.00</td>
</tr>
<tr>
<td>Consolidated-Drained on Fine Grained Soils</td>
<td>Each $480.00</td>
</tr>
<tr>
<td>Use of Fluids Other Than Water</td>
<td>Add'l Per Test $145.00</td>
</tr>
</tbody>
</table>

### Direct Shear Tests (Coarse Grained Soils)

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conventional 2.3&quot; Box Shear</td>
<td>Per Normal Load $230.00</td>
</tr>
<tr>
<td>With Stress Reversals</td>
<td>Per Normal Load $340.00</td>
</tr>
<tr>
<td>Conventional 12&quot; Box Shear</td>
<td>Per Normal Load $430.00</td>
</tr>
<tr>
<td>Set-Up Charge for Geosynthetics</td>
<td>Add'l Per Normal Load $70.00</td>
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</tbody>
</table>
### EXHIBIT "A"

**ARDAMAN & ASSOCIATES, INC.**

**FEE SCHEDULE**

**INDIAN RIVER COUNTY**

**GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING**

**AND CONSTRUCTION MATERIALS TESTING SERVICES**

(October 1, 2008 through September 30, 2009)

---

#### CHEMICAL TESTS

<table>
<thead>
<tr>
<th>Test</th>
<th>Quantity</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>pH</td>
<td>Each</td>
<td>$15.00</td>
</tr>
<tr>
<td>Specific Conductance</td>
<td>Each</td>
<td>$12.00</td>
</tr>
<tr>
<td>Fluoride</td>
<td>Each</td>
<td>$22.00</td>
</tr>
<tr>
<td>Sulfate</td>
<td>Each</td>
<td>$42.00</td>
</tr>
<tr>
<td>Chloride</td>
<td>Each</td>
<td>$42.00</td>
</tr>
<tr>
<td>Soil pH</td>
<td>Each</td>
<td>$25.00</td>
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<tr>
<td>Soil Specific Conductance</td>
<td>Each</td>
<td>$42.00</td>
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<tr>
<td>Soil Resistivity (ASTM G-57)</td>
<td>Each</td>
<td>$80.00</td>
</tr>
<tr>
<td>Corrosion Series (pH, sulfate, chloride and resistivity)</td>
<td>Each</td>
<td>$155.00</td>
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#### CHEMICAL LABORATORY SUBCONSULTANT SERVICES

<table>
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<tr>
<th>Test</th>
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<tbody>
<tr>
<td>Laboratory Analytical Testing</td>
<td>Cost + 12%</td>
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#### GEOSYNTHETICS

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<tr>
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<tbody>
<tr>
<td>Geomembrane Thickness (ASTM D-1593)</td>
<td>Per Sample</td>
<td>$30.00</td>
</tr>
<tr>
<td>Geomembrane Density (ASTM D-792)</td>
<td>Per Sample</td>
<td>$46.00</td>
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<tr>
<td>Geomembrane Tensile Strength (ASTM D-838), Machine and Transverse Direction</td>
<td>Per Set</td>
<td>$110.00</td>
</tr>
<tr>
<td>Geomembrane Tear Resistance (ASTM D-1004), Machine and Transverse Direction</td>
<td>Per Set</td>
<td>$75.00</td>
</tr>
<tr>
<td>Weld Peel and Shear (ASTM D-413, D-862)</td>
<td>Per Set</td>
<td>$82.00</td>
</tr>
<tr>
<td>Geotextile Tensile Strength (ASTM D-4532)</td>
<td>Per Set</td>
<td>$110.00</td>
</tr>
<tr>
<td>Geotextile Trapezoidal Tear (ASTM D-4533)</td>
<td>Per Set</td>
<td>$130.00</td>
</tr>
</tbody>
</table>

#### SAMPLE PREPARATION AND SPECIAL TESTS

Preparation of Samples for Testing (e.g., crushing for carbonate content determination, filtering of clayey soil for chemical tests) will be charged at $25.00 per sample. Prices for other tests on geomembranes and geotextiles will be determined per project based upon technician man-hours and other considerations.
### EXHIBIT “A”

**ARDAMAN & ASSOCIATES, INC.**

**FEE SCHEDULE**

**INDIAN RIVER COUNTY**

**GEO TECHNICAL AND ENVIRONMENTAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES**

(October 1, 2008 through September 30, 2009)

#### MOBILIZATION AND DEMOBILIZATION
- Men and Equipment
- Portable Barge

|  | Per Job | $250.00
|---|---|---|
|  | Per Lineal Foot | $5,000.00 Minimum

#### STANDARD DRILLING
- All Terrain Vehicle
- Excavator (4-inch)
- Wash Borings - Cuttings Only (up to 3 inch)
- Soil drilling
- Rock drilling

| Standard Penetration Test (SPT) Borings (ASTM D-1586) in soil (N-values <50): | Per Lineal Foot | $1.50
|---|---|---|
| from surface to 25 feet | $6.00
| from 25 feet to 50 feet | $12.00
| from 50 feet to 100 feet | $14.50
| from 100 feet to 125 feet | $22.00
| from 125 feet to 150 feet | $13.00

Standard Penetration Test (SPT) Borings in high resistance soil/rock (N-values >50)

|  | Per Lineal Foot | $3.50
|---|---|---|
| Furnish, Install, and Remove Casing (up to 4-inch): | Per Lineal Foot | $7.50
| from surface to 50 feet | $9.00
| from 50 feet to 100 feet | $10.50
| from 100 feet to 150 feet | $145.00
|...|...|...|

#### DRILLING (Time Basis)
- 2 man-crew
- 3 man-crew

#### SUPPORT WATER TRUCK (Time Basis)

#### ROCK CORING (N or H size)

#### SAMPLING
- Additional SPT Sampling:
  - from 10 feet to 25 feet
  - from 25 feet to 50 feet
  - from 50 feet to 100 feet
  - from 100 feet to 125 feet
  - from 125 feet to 150 feet

| Undisturbed Samples: | Per Additional Sample | $5.00
|---|---|---|
| Shelby Tube | $23.00
| Fixed-Piston Shelby, Osterberg, Pitcher | $110.00

#### Field Permeability

#### SOUNDINGS
- Electric Dutch Cone Soundings
- Piezcone Soundings
- Muck Probing/Clay Sampling
- Cone/Piezoprobe Soundings (Time Basis)
- Piezoprobe Dissipation Monitoring

#### OTHER CHARGES
- Clearing Difficult Access, Hole Location and Set-Up
- Standby Time
- Platemotor and Well Installation (plus materials)
- Bore Hole Grouting and Sealing (plus materials)
- Well Clearing/Sensitivity/Water Level
- Air Boat Use
- Instrumentation Unit Use

|  | Per Crew-Hour | $125.00
|---|---|---|
|  | Per Crew-Hour | $150.00
|  | Per Crew-Hour | $125.00
|  | Per Crew-Hour | $140.00
|  | Per Crew-Hour | $125.00
|  | Per Day | $300.00
|  | Per Day | $150.00
|  | Per Job | $240.00

*At Cost + 12% Normal drilling rates times 1.6*
ENVIRONMENTAL SITE ASSESSMENTS

**Phase I Environmental Site Assessments**
- Tracts 50 acres or less (contiguous properties or per individual tract) $2,100.00
- Tracts between 51 and 500 acres (contiguous properties) $2,600.00
- Tracts greater than 500 acres varies

**Phase II Environmental Site Assessments**
- Analytical Laboratory testing for hazardous or petroleum contamination (soil, sediment and groundwater) cost + 15%

OTHER RELATED ENVIRONMENTAL DRILLING CHARGES

- Support Water Truck Per Day $150.00
- Drumming Contaminated Soil/Drilling Fluids Per Drum $150.00
- Drum Disposal Per Drum Varies
- Visqueen (100 feet by 20 feet) Per Roll $90.00

MONITORING WELL INSTALLATION

- Temporary 2-inch PVC Wellpoint (Flaxometer) Per Foot $18.00
- 2-inch PVC Per Foot $35.00

**NOTE:** Double cased deep monitoring well (above cost x 2)

VAULT/PAD INSTALLATION – MONITORING WELLS

<table>
<thead>
<tr>
<th>Vault/Pad Size</th>
<th>Each</th>
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<tbody>
<tr>
<td>2&quot;</td>
<td>$275.00</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$380.00</td>
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<tr>
<td>2&quot; or 4&quot;</td>
<td>Above ground riser w/pad $275.00</td>
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</table>

DIRECT PUSH GROUNDWATER SAMPLING

- Direct Push Sampler (minimum 1 day) Per Day $1,500.00

ENVIRONMENTAL FIELD TESTING SERVICES

- Slug Injection/Withdrawal Permeability Test Each $250.00 + $80.00/hour
- Double Ring Inflrometer Test (ASTM D-3355-75) Each $500.00

SPECIAL DRILLING/SOUNDING

Prices for special drilling (large drilling; air boat sampling; amphibious drilling; NQ wire line coring; large diameter boring; drilling in corrosive, contaminated or hazardous materials; drilling at great depths; installing large diameter temporary casing; etc.) field vane testing, and other specialized sampling or field tests will be determined per project.

INSTRUMENTATION

Prices for installation of monitor wells, inclinometers and settlement devices and prices for performing field permeability and packer tests will be determined per project.
**EXHIBIT “A”**

ARDAMAN & ASSOCIATES, INC.

**FEE SCHEDULE**

**INDIAN RIVER COUNTY**

GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING
AND CONSTRUCTION MATERIALS TESTING SERVICES

(October 1, 2008 through September 30, 2009)

**GENERAL FIELD EQUIPMENT:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Gas Chromatograph</td>
<td>Per Day $300.00</td>
</tr>
<tr>
<td>Data Logger</td>
<td>Per Day $240.00</td>
</tr>
<tr>
<td>Organic Vapor Analyzer (OVA 128 or Gastech)</td>
<td>Per Day $120.00</td>
</tr>
<tr>
<td>Photo Ionization Detector (Photovac Tip)</td>
<td>Per Day $110.00</td>
</tr>
<tr>
<td>Generator</td>
<td>Per Day $95.00</td>
</tr>
<tr>
<td>Steam Cleaner</td>
<td>Per Day $100.00</td>
</tr>
<tr>
<td>Surveying Equipment (Water Table Elevations)</td>
<td>Per Day $55.00</td>
</tr>
<tr>
<td>Centrifugal Development Pump</td>
<td>Per Day $80.00</td>
</tr>
<tr>
<td>Submersible Development Pump</td>
<td>Per Day $100.00</td>
</tr>
<tr>
<td>Peristaltic Purging Pump</td>
<td>Per Day $40.00</td>
</tr>
<tr>
<td>Magnetometer</td>
<td>Per Day $35.00</td>
</tr>
<tr>
<td>Product/Water Interface Probe</td>
<td>Per Day $25.00</td>
</tr>
<tr>
<td>pH/Conductivity Meter</td>
<td>Per Day $25.00</td>
</tr>
<tr>
<td>Turbidity Meter</td>
<td>Per Day $65.00</td>
</tr>
<tr>
<td>Water Level Indicator</td>
<td>Per Day $20.00</td>
</tr>
<tr>
<td>Bailer Usage (Stainless Steel or Teflon-Per Each)</td>
<td>Per Day $18.00</td>
</tr>
<tr>
<td>Measuring Wheel</td>
<td>Per Day $2.00</td>
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<tr>
<td>35 mm Camera</td>
<td>Per Day $6.00</td>
</tr>
<tr>
<td>Barricade (per unit)</td>
<td>Per Day $3.00</td>
</tr>
<tr>
<td>Concrete Saw</td>
<td>Per Day $100.00</td>
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**EXPENDABLE SUPPLIES:**

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<th>Item</th>
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<tr>
<td>High Capacity (0.45 micron) Filter</td>
<td>Each $22.00</td>
</tr>
<tr>
<td>Disposable Teflon Bailer</td>
<td>Each $18.00</td>
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<tr>
<td>Disposable Polyethylene Bailer</td>
<td>Each $13.00</td>
</tr>
<tr>
<td>Isopropanol Alcohol (decontamination)</td>
<td>Per Gallon $15.00</td>
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<tr>
<td>Deionized Water (decontamination)</td>
<td>Per Five Gallon $14.00</td>
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<tr>
<td>18 oz. Soil Jars (soil headspace analysis)</td>
<td>Per Box of 12 $10.00</td>
</tr>
<tr>
<td>Tygon Tubing</td>
<td>Per Foot $2.50</td>
</tr>
<tr>
<td>Polyethylene Tubing</td>
<td>Per Foot $0.60</td>
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<tr>
<td>55-gallon Drum</td>
<td>Each $85.00</td>
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**HEAVY EQUIPMENT:**

<table>
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<tr>
<th>Item</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Vacuum Truck, Dump Truck, Crane, Excavator, Trackhoe, Backhoe, etc.</td>
<td>Per Job Cost + 15%</td>
</tr>
</tbody>
</table>

**REMEDIATION EQUIPMENT:**

Cost is based on type of equipment and duration of project. Cost to be determined on project by project basis.
Attention: Mr. Michael D. Nixon, P.E.
Roadway Production Manager

Subject: Proposal for Construction Materials Testing Services
56th Place Bridge north of 53rd Street
Vero Beach, Indian River County, Florida
IRC Project # 0811

Mr. Nixon:

As requested, we are pleased to present the following proposal for construction materials testing services for the above referenced project. Based on our understanding of the project, the proposed bridge structure will replace an old bridge and will span the existing IRFWCD North Relief Canal north of 53rd Street. The project cost will be billed on a time-and-materials basis using the rates included in the attached fee schedule.

For budgeting purposes, we propose a not-to-exceed limit of $4,200.00. The total cost will not be exceeded without prior authorization.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by issuing the work order that will be assigned to this project. Please call if you have any questions or require additional information.

Sincerely,
ARDAMAN & ASSOCIATES, INC.

[Signature]
Dan J. Zeallack, P.E.
Branch Manager
DESCRIPTION AND CONDITIONS

Indian River County entered into a Professional Environmental Services Agreement with G. K. Environmental, Inc. on November 9, 2004 for State and Federal Regulatory Permitting and Mitigation Plan services for the replacement and improvements to the Oslo Road Boat Ramp.

Because of the sensitive environmental conditions at the Oslo Boat Ramp, extensive environmental issues have been required to be addressed by G. K. Environmental, Inc. and County staff during the design stage of this project. All permits for the project have been issued and the project is currently advertised for bid. Construction will start in January 2009. Funding for this amendment and the boat ramp construction will come from combined grants from the Florida Department of Environmental Protection - Florida Recreation Development Assistance Program and the Florida Inland Navigation District.

Attached please find Amendment No. 1 from G. K. Environmental, Inc. County Staff has requested G. K. Environmental, Inc. to perform additional environmental services as required for State and Federal Environmental Resource and Individual Permits. Post construction inspection assistance and water quality monitoring during construction will also be included in this Amendment.

The additional cost for these services is $26,590.00.

RECOMMENDATIONS AND FUNDING

Staff recommends approval of Amendment No. 1 for a total cost of $26,590.00. Funding is budgeted and available from Account 13321072-066510-03017.

ATTACHMENTS

1. Amendment No. 1 to G. K. Environmental, Inc. for Professional Environmental Services for the Oslo Boat Ramp.
**DISTRIBUTION**

1. Jason E. Brown, Budget Manager
2. G. K. Environmental, Inc.

**APPROVED AGENDA ITEM**

FOR December 9, 2008

BY [Signature]

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<th>Indian River County</th>
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AMENDMENT NO. 1 TO THE PROFESSIONAL
ENVIRONMENTAL SERVICES AGREEMENT
OSLO BOAT RAMP / COUNTY PROJECT NO. 0381
State and Federal Regulatory Permitting & Mitigation Plan

THIS is an amendment to the existing AGREEMENT dated NOVEMBER 9, 2004, between G. K. ENVIRONMENTAL (CONSULTANT) and INDIAN RIVER COUNTY (COUNTY). The proposed scope of work includes environmental services as generally required for state and Federal Environmental Resource / Individual Permits. All provisions of the original Professional Environmental Services Agreement shall remain in full force and effect, unless otherwise specifically modified. This amendment addresses changes in “SCOPE” of the AGREEMENT.

SCOPE OF SERVICES

**TASK I – Permit Application Submittals**
($275.00)

PHASE I: CONSULTANT to assist COUNTY and COUNTY’S engineer and surveyor to complete required field work / meet / review work with COUNTY, review drawings, and permit application completion.

**TASK II – Mitigation Plan**
($2,805.00)

PHASE II: CONSULTANT will meet with COUNTY and permit agency staff to discuss mitigation options and inspect potential mitigation sites for compatibility and prepare a draft mitigation plan, based upon the ecological values of wetland impacts.

**TASK III – Wetland Rapid Assessment Procedure / UMAM**
($0 – completed)

PHASE III: CONSULTANT will conduct a Wetland Rapid Assessment Procedure (WRAP) and/or a Uniform Mitigation Assessment Method (UMAM) of the wetlands located within the boundaries of the project site. WRAP/UMAM determine a numerical value for the ecological functions and ecological values of the existing wetlands and mitigation site. The WRAP/UMAM score can be used to determine what type / amount of mitigation will be required for the project site. The WRAP/UMAM score is based on vegetation, wildlife usage, hydrology, soils, water quality, success factor, and adjacent lands.
**TASK IV – Protected Species**  
($3,850.00)

PHASE IV: CONSULTANT will complete a detailed protected species survey on the referenced site. CONSULTANT ecologist will conduct a preliminary systematic survey for protected species in accordance with Florida Fish and Wildlife Conservation Commission (FFWCC) Guidelines. CONSULTANT ecologist will record all observations of listed protected species and features that may indicate species presence. Physical features may include, but are not limited to, tree markings, burrows, tracks, nests, scat, and cavity trees. CONSULTANT will request that the U.S. Fish and Wildlife Service (FWS) and the Florida Fish & Wildlife Commission (FFWCC) review their files for the presence of any listed species that may be present onsite.

**TASK V – Vegetation Survey (FLUCCS)**  
($0 – completed)

PHASE V: CONSULTANT will conduct a systematic survey of vegetation using the Florida Land Use, Cover and Classification System (FLUCCS), A Technical Report. FLUCCS was developed by the State of Florida, Department of Administration, Division of State Planning, Bureau of Comprehensive Planning, April 1976. CONSULTANT ecologist will base the vegetative community descriptions upon field survey observations, SCS soil maps, and aerial photograph interpretation.

**TASK VI – Historical / Archaeological Resources**  
($660.00)

PHASE VI: CONSULTANT will coordinate historical and/or archaeological resources with the Florida Department of State, Division of Historical Resources, State Historical Preservation Officer (SHPO) and request the state to review their files for historical and/or archaeological resources related to this area.

**TASK VII – Response to Agency Requests for Additional Information (RAI)**  
($17,200.00)

PHASE VII: Following agency permit application review, CONSULTANT will respond to all environmental questions outlined in agency letters requesting additional information (RAI letters), including completion of water quality analysis if required.

**TASK VIII – Post Construction**  
($1,800.00)

PHASE VIII: Post construction inspection assistance and water quality monitoring during construction.
TOTAL COST FOR AMENDMENT: $26,590.00

Services Not Included

The following services are not included (if required) in this agreement, but will be coordinated and reviewed by CONSULTANT:

1) Water quality laboratory analysis
2) Surveying / engineering
3) Auto CAD work
4) Legal work
5) Permit drawings

COMPENSATION

This section of the AGREEMENT entitled CONSULTANT FEES / COMPENSATION shall be revised in response to the Scope modifications set out herein. The charges associated with this AMENDMENT NO. 1 is as follows:

Fees for Environmental Services:

- Work on TASKS I through VII $24,790.00
- Work on TASK VIII $1,800.00
- TOTAL Amendment No. 1 $26,590.00

The charges associated with the AGREEMENT and these additional services included in Amendment shall be increased from $7,500.00 to $34,090.00.

The AGREEMENT is hereby amended as specifically set forth herein. All sections of the AGREEMENT shall remain in full force and effect, and are incorporated herein. This Amendment No. 1 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 hereto have executed these presents this _____ day of _____ 2008.

OWNER
BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

(Signature)
Wesley S. Davis, Chairman

Approved by BCC___________

ATTEST:
Jeffrey K. Barton, Clerk of Circuit Court

Deputy Clerk

Approved as to Form and Legal Sufficiency:

William G. Collins II, COUNTY Attorney

(Paid name)

Witnessed by:

Teresa Allen

(Paid name)
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: Michael O'Brien, P.S.M., C.F.M., County Surveyor

SUBJECT: Work Order No. 17 (Engineering/Surveying)
Carter Associates, Inc.
Proposed 26th Street between 74th Avenue and 82nd Avenue
Additional Professional Surveying and Mapping Services
IRC Project No. 0809
Continuing Professional Surveying & Mapping/GIS Services
Contract 0725

DATE: November 24, 2008

DESCRIPTION AND CONDITIONS

On November 6th, 2007, the Board of County Commissioners approved the original agreement with Carter Associates, Inc. for various surveying and mapping/GIS services in Indian River County under the Contract Number 0725 for a two-year term, 2007 - 2009.

As requested by County staff, the purpose of the additional survey services is to perform specific topographic surveys, preparations of sketch and descriptions directly supporting the Indian River County 26th Street Roadway Improvements Project between 74th Avenue and 82nd Avenue.

Attached, please find Carter Associates, Inc. Work Order No. 17 with Engineering Division/Surveying Section, providing the requested professional surveying and mapping services. Carter Associates, Inc. submitted a Scope of Services outlined in the attached Work Order No. 17, Task 1 and 2 for a lump sum fee of $10,450.00.

RECOMMENDATION

Staff recommends approval of the attached Work Order No. 17, authorizing the above mentioned project as outlined in the attached Scope of Services, and requests the Board to authorize the Chairman to execute the attached Work Order No. 17 on their behalf.

FUNDING

The amount of $10,450.00 is budgeted and available through the 26th Street Roadway Improvements Project, Account Number 10821441-066510-07021.
BCC Agenda Item from Michael O'Brien, County Surveyor
WO 17 Additional Services
26th Street Roadway Improvements between 74th Avenue and 82nd Avenue
IRC Project No. 0809
December 9th, 2008 Agenda

ATTACHMENTS


DISTRIBUTION

2. David Silon, P.S.M., C.F.M, Assistant County Surveyor

APPROVED AGENDA ITEM

FOR December 9th, 2008

BY [Signature]

<table>
<thead>
<tr>
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<th>Approved</th>
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</tr>
</thead>
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<td>Administration</td>
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<td>12/4/08</td>
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<td>12-01-08</td>
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<tr>
<td>Public Works</td>
<td></td>
<td>11/25/08</td>
</tr>
<tr>
<td>Engineering</td>
<td></td>
<td>11/24/08</td>
</tr>
</tbody>
</table>
Board of County Commissioners  
Administration - Building A (South)  
1801 27th Street  
Vero Beach, Florida 32960  
Telephone: (772) 567-8000 FAX: 772-778-9391  

Project:
26th Street Paving and Drainage Projects between 74th Avenue and 82nd Avenue  
IRC Project No. 0809

WORK ORDER NO. 17, (Engineering/Surveying)
FOR
PROFESSIONAL SERVICES AGREEMENT  
ANNUAL SURVEYING and MAPPING/GIS SERVICES
WITH  
Carter Associates, Inc.

This Work Order No. 17 is in accordance with the original AGREEMENT and CONTRACT 0725 dated November 6th, 2007 between Carter Associates, Inc. (SURVEYOR) and Indian River County (COUNTY). This Work Order No. 17 amends the agreement as follows:

SECTION I – PROJECT LIMITS
This Work Order No. 17 is for the SURVEYOR to perform numerous survey tasks as further defined in Section II – Scope of Services for the “26th Street Paving and Drainage Project between 74th Avenue and 82nd Avenue”, located within the southwest one-quarter of Section 36, Township 32 South, Range 38 East, Indian River County, Florida, Parcel ID#’s 32383600000500000002.0, 32383600000500000003.0, 32383600000500000004.0, with and address of 26th Street, Vero Beach, Florida, 32966.

SECTION II - SCOPE OF SERVICES
As agreed upon between Carter Associates, Inc. and Indian River County, the SURVEYOR shall provide additional continuing Professional Land Surveying services to complete the following tasks associated with the “26th Street Paving and Drainage Project”.

Additional (continuing) survey tasks shall consist of the following services:

TASK 1:  
1. Modify and revise the previously prepared sketch and descriptions (two) prepared for Parcel ID # 3238360000050000002.0 into one sketch and description.

2. Locate and depict on the previously provided Sketch of Information / Aerial Overlay the location of the existing drainage ditch and fence location with notation that they will be relocated to north of the new right-of-way line.
TASK 2:

1. Topographic (Route) Survey of 26th Street (Walker Avenue) from the south right-of-way of the Indian River Farms Water Control Districts North Dike and Ditch right-of-way to 90 feet north of the south line of the southwest one-quarter of Section 36 (proposed north right-of-way) and 82nd Avenue right-of-way (width varies).

Limits of Survey: 26th Street from approximately 660 feet west of the east line of Parcel ID # 32383600000500000002.0 westerly to 82nd Avenue (Ranch Road), including the intersection (approximately 2000 linear feet); and 82nd Avenue right-of-way - 300 feet north and 300 feet south of the intersection with 26th Street

Topographic Survey to include cross sections at 100 foot intervals, all drainage features, structures and pipes and all above ground visible improvements

SECTION III - TIME FOR COMPLETION & DELIVERABLES/WORK PRODUCT

1. Task 1: Project shall be completed within thirty (30) business days from Notice to Proceed.
2. Task 2: Project shall be completed within forty-five (45) business days from Notice to Proceed.
3. Deliverables SHALL BE CERTIFIED TO Indian River County and shall include three (3) signed and sealed 24” x 36” AND three (3) reduced 8 1/2” x 11” - “legible” versions (for recording), electronic copies in AutoCAD 2007 and PDF formats.
4. Work Product and digital versions are to prepared and submitted so that the COUNTY or other consultants can readily use it for the design and analysis of the area, as defined. It shall contain all information necessary for third-party surveyor to independently recreate and/or utilize the survey work. It is acknowledged all final products become property of Indian River COUNTY and will be available for use by the public at large.
5. The SURVEYOR’S work product shall meet or exceed the minimum standards as defined by Sections II, III and IV or the COUNTY will not approve the SURVEYOR’S request for payment.

SECTION IV - COMPENSATION

Task 1:
The COUNTY agrees to pay, and the SURVEYOR agrees to accept, for the Task 1 services rendered as identified in Sections I, II, and III of this Work Order No. 17, a lump sum fee of $1,700.00.

Task 2:
The COUNTY agrees to pay, and the SURVEYOR agrees to accept, for the Task 2 services rendered as identified in Sections I, II, and III of this Work Order No. 17, a lump sum fee of $8,750.00.

Task 1 and 2: Lump Sum Total $10,450.00
The AGREEMENT is hereby amended as specifically set forth herein. All remaining sections of the AGREEMENT shall remain in full force and effect, and are incorporated herein.

IN WITNESS WHEREOF the parties hereto have executed these presents this ______ day of _____ 2008.

OWNER
BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

(Signature)
Wesley S. Davis, Chairman

Approved by BCC

ATTEST:
Jeffrey K. Barton, Clerk of Circuit Court

Deputy Clerk

Approved as to Form and Legal Sufficiency:

William G. Collins II, COUNTY Attorney

Joseph A. Baird, COUNTY Administrator

Carter Associates, Inc.

(Signature)
DAVID E. LUPHASE, V.P.
(Printed name and title)

Witnessed by:

GEORGE A. SIMONS
(Printed name)
Project:
26th Street Paving and Drainage Projects between 74th Avenue and 82nd Avenue
IRC Project No. 0809

WORK ORDER NO. 17, (Engineering/Surveying)
FOR
PROFESSIONAL SERVICES AGREEMENT
ANNUAL SURVEYING and MAPPING/GIS SERVICES
WITH
Carter Associates, Inc.
In accordance with Contract No. 0725

This Work Order No. 17 is in accordance with the original AGREEMENT and CONTRACT 0725
dated November 6th, 2007 between Carter Associates, Inc. (SURVEYOR) and Indian River
County (COUNTY). This Work Order No. 17 amends the agreement as follows:

SECTION I - PROJECT LIMITS

This Work Order No. 17 is for the SURVEYOR to perform numerous survey tasks as further
defined in Section II - Scope of Services for the "26th Street Paving and Drainage Project
between 74th Avenue and 82nd Avenue", located within the southwest one-quarter of Section 36,
Township 32 South, Range 38 East, Indian River County, Florida, Parcel ID#'s 3238360000050000002.0, 3238360000050000003.0, 3238360000050000004.0, with and
address of 26th Street, Vero Beach, Florida, 32966.

SECTION II - SCOPE OF SERVICES

As agreed upon between Carter Associates, Inc. and Indian River County, the SURVEYOR
shall provide additional continuing Professional Land Surveying services to complete the
following tasks associated with the "26th Street Paving and Drainage Project".

Additional (continuing) survey tasks shall consist of the following services:

TASK 1:

1. Modify and revise the previously prepared sketch and descriptions (two) prepared for
   Parcel ID # 3238360000050000002.0 into one sketch and description.

2. Locate and depict on the previously provided Sketch of Information / Aerial Overlay
   the location of the existing drainage ditch and fence location with notation that they
   will be relocated to north of the new right-of-way line.
TASK 2:

1. Topographic (Route) Survey of 26th Street (Walker Avenue) from the south right-of-way of the Indian River Farms Water Control Districts North Dike and Ditch right-of-way to 90 feet north of the south line of the southwest one-quarter of Section 36 (proposed north right-of-way) and 82nd Avenue right-of-way (width varies).

Limits of Survey: 26th Street from approximately 660 feet west of the east line of Parcel ID # 32383600000500000002.0 westerly to 82nd Avenue (Ranch Road), including the intersection (approximately 2000 linear feet); and 82nd Avenue right-of-way - 300 feet north and 300 feet south of the intersection with 26th Street.

Topographic Survey to include cross sections at 100 foot intervals, all drainage features, structures and pipes and all above ground visible improvements.

SECTION III – TIME FOR COMPLETION & DELIVERABLES/WORK PRODUCT

1. Task 1: Project shall be completed within thirty (30) business days from Notice to Proceed.
2. Task 2: Project shall be completed within forty-five (45) business days from Notice to Proceed.
3. Deliverables SHALL BE CERTIFIED TO Indian River County and shall include three (3) signed and sealed 24” x 36” AND three (3) reduced 81/2” x 11” – “legible” versions (for recording), electronic copies in AutoCAD 2007 and PDF formats.
4. Work Product and digital versions are to prepared and submitted so that the COUNTY or other consultants can readily use it for the design and analysis of the area, as defined. It shall contain all information necessary for third-party surveyor to independently recreate and/or utilize the survey work. It is acknowledged all final products become property of Indian River COUNTY and will be available for use by the public at large.
5. The SURVEYOR’S work product shall meet or exceed the minimum standards as defined by Sections II, III and IV or the COUNTY will not approve the SURVEYOR’S request for payment.

SECTION IV – COMPENSATION

Task 1:
The COUNTY agrees to pay, and the SURVEYOR agrees to accept, for the Task 1 services rendered as identified in Sections I, II, and III of this Work Order No. 17, a lump sum fee of $1,700.00.

Task 2:
The COUNTY agrees to pay, and the SURVEYOR agrees to accept, for the Task 2 services rendered as identified in Sections I, II, and III of this Work Order No. 17, a lump sum fee of $8,750.00.

Task 1 and 2: Lump Sum Total $10,450.00
The AGREEMENT is hereby amended as specifically set forth herein. All remaining sections of the AGREEMENT shall remain in full force and effect, and are incorporated herein.

IN WITNESS WHEREOF the parties hereto have executed these presents this _____ day of ______ 2008.

OWNER
BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

(Signature)
Wesley S. Davis, Chairman

Approved by BCC__________________

ATTEST:
Jeffrey K. Barton, Clerk of Circuit Court

Deputy Clerk

Approved as to Form and Legal Sufficiency:

William G. Collins II, COUNTY Attorney

Joseph A. Baird, COUNTY Administrator

Carter Associates, Inc.

(Signature)
DAVID E. LUETHJE, V.P.
(Printed name and title)

Witnessed by:

George A. Simons
(Printed name)
TO: Joseph A. Baird, County Administrator
THROUGH: James W. Davis, P.E., Public Works Director
Christopher J. Kafer, Jr., P.E., County Engineer
Michael D. Nixon, P.E., Roadway Production Manager
FROM: Arjuna Weragoda, P.E., Project Engineer
SUBJECT: Providing Geotechnical Services for CR-510 from 61st Drive to Shore Lane Roadway Improvements,
Ardaman & Associates, Inc. Work Order No. 4
DATE: November 20, 2008

DESCRIPTION AND CONDITIONS

On November 18, 2008 the Board of County Commissioners approved an annual agreement, for Professional Geotechnical Services with Ardaman & Associates, Inc. providing for various services including, but not limited to, field and laboratory materials testing in Indian River County.

The purpose of this Work Order No. 4 is to provide additional testing services for the design of CR-510 from 61st Drive to Shore Lane. Ardaman and Associates, Inc. was utilized by McMahon & Associates (prime consultant) in the initial geotechnical investigations for the subject project.

Ardaman & Associates, Inc. submitted a proposal outlined in the attached Work Order No.4. The total estimated cost for the services outlined in the proposed scope is $16,946.00.

RECOMMENDATION

Staff recommends approval of the attached Work Order No. 4 authorizing the above-mentioned professional services as outlined in the attached scope of services and requests the Board to authorize the Chairman to execute Work Order No. 4 on their behalf for a fee not-to-exceed $16,946.00.
FUNDING

Funding is budgeted and available from Account Number 10215141-066510-05023.

ATTACHMENTS

1. Work Order No. 4 with Ardaman & Associates, Inc. providing Professional Geotechnical Services for the CR-510 roadway improvements.
2. Exhibit A - Fee Schedule

DISTRIBUTION


APPROVED AGENDA ITEM:

<table>
<thead>
<tr>
<th>Indian River County</th>
<th>Approved</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
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<td>12/4/08</td>
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<td>Engineering Division</td>
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<td>11/24/08</td>
</tr>
</tbody>
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FOR: December 9, 2008
BY: [Signature]
Joseph A. Baird, County Administrator
Field and Laboratory Quality Control (QC) for CR-510 from 61st Drive to Shore Lane

WORK ORDER NO. 4 (Engineering Division) FOR
FOR PROFESSIONAL GEOTECHNICAL SERVICES AGREEMENT FOR ANNUAL GEOTECHNICAL SERVICES CONTRACT NO. 0534 WITH ARDAMAN & ASSOCIATES, INC.

All services performed under this contract shall be supervised and certified by a licensed Professional Engineer (PE) registered with the State of Florida and staff employed directly with your firm.

Scope of Services

All work shall be performed on a not-to-exceed fee of $ 16,946.00 and shall comply with Standards enumerated in the RENEWAL OF THE ANNUAL GEOTECHNICAL SERVICES CONTRACT, IRC RFQ NO. 2008071 WITH ARDAMAN & ASSOCIATES, INC. Effective Date: November 18, 2008.

APPROACH TO THE PROJECT

The purpose of the scope of service presented herein is to provide additional subsurface data within the proposed roadway improvement areas. Specifically, the additional explorations proposed herein will be performed relative to:

1. The delineation of the extent of organic (A-8) soils encountered during our previous exploration.

2. The roadside canals to be reclaimed (or filled) between approximate Station No's. 281+00 to 295+00 and between approximate Station Nos. 322+00 to 330+00.

3. The slope stability analysis of the proposed slope cut located adjacent to the Red Stick property, between approximate Station No's. 306+00 to 320+00.

4. To further evaluate our normal seasonal high groundwater table estimate between approximate Station No's. 281+50 to 310+00, between approximate Station No's. 319+00 to 362+00 and between approximate Station No's. 750+00 to 771+50.
This proposal presents our approach to the project and includes an estimate of field exploration and laboratory testing quantities as well as engineering resources needed for the evaluation of the data obtained and preparation of a report.

PROPOSED FIELD SERVICES

Ardaman & Associates, Inc. will provide geotechnical engineering services for this phase of the project including a review of existing information, field reconnaissance, Standard Penetration Test (SPT) borings, auger borings and manual muck probes. The scope of service for this phase of the proposed roadway improvements will include the following:

1. Perform up to 45 auger borings to an approximate depth of 6 feet within the two areas along the roadway where organic (A-6) soils were encountered during our previous exploration.

2. Perform manual muck probes within the roadside canals to be reclaimed (or filled) between approximate Station No's. 281+00 to 295+00 and between approximate Station No's. 322+00 to 330+00. The purpose of the muck probes is to preliminarily measure the depth of soft organic soils and/or sediment, if present within the existing canals. These probes are performed by hand-pushing 1-inch diameter steel rod into the ground until penetration is refused. Generally, the probes can be pushed through very soft organic and/or clayey soils, and terminate upon encountering sandy soils or relatively stiff clays. Probes can also be terminated on obstructions such as roots or buried debris. It is possible that probes could terminate under one of the above scenarios, while muck could still exist below the probed depth.

3. Perform up to 20 auger borings to an approximate depth of 6 feet between approximate Station No's. 281+50 to 310+00, between approximate Station No's. 319+00 to 362+00 and between approximate Station No's. 750+00 to 771+50 to further evaluate our normal seasonal high groundwater table estimate.

4. Perform up to two Standard Penetration Test (SPT) borings to an approximate depth of 35 feet in close proximity to the proposed slope cut located adjacent to the Red Stick property. We note that the existing slope to be analyzed was observed to be densely wooded and inaccessible to our truck-mounted drilling equipment. Therefore, this proposal includes an estimated cost for limited land clearing. The clearing is intended to be limited in scope, and will be performed to provide access to proposed drilling locations within the slope. We note that Ardaman & Associates, Inc. cannot be held responsible for potential damage to wetland and/or upland (protected) vegetation, or endangered and/or threatened species of animals. If such concerns exist on the site, we recommend an experienced environmental specialist be present during clearing activities. The client is responsible for coordinating permission to access the site with the current property owner.

5. Obtain soil samples from the SPT and auger borings for laboratory testing. This includes routine classification tests including standard sieve analysis, Atterberg Limits, organic contents, etc.

6. Prepare a report including all data developed during the laboratory and field programs, and our recommendations relative to soil and groundwater parameters to be used in the design.

In addition, we will analyze the global stability of the proposed slope cut (for its proposed geometry and encountered soil conditions) against failure by circular arch, infinite slope or sliding block type failure. We understand that for this purpose, slope cross sections...
WO# 4
CR-510 From 61st Drive to Shore Lane

will be provided by the client or their design consultant. Geometry will need to extend a minimum of 40 feet out from the existing toe of slope. We note that for the seepage portion of the stability analyses, relative permeability will be assigned to each of the encountered soil strata. This assumes that the actual quantity of seepage through the slope is not required for the project. If estimates of seepage quantity are required, this proposal will need to be revised to incorporate field and/or laboratory permeability testing.

All work shall also comply with the current Florida Minimum Technical Standards.

COMPENSATION

The COUNTY agrees to pay, and the Geotechnical Professional agrees to accept, a fee for services rendered according to the above "Scope of Services" and identified in the attached EXHIBIT "A" Fee Schedule.

A Not-to-Exceed Amount of: $16,946.00 to be paid on a unit price basis for actual work performed in accordance with the schedule of services and fees set forth in Exhibit A of RENEWAL OF THE ANNUAL GEOTECHNICAL SERVICES CONTRACT, IRC RFQ NO. 2008071 WITH ARDAMAN & ASSOCIATES, INC. Effective Date: November 18, 2008.

TIME FOR COMPLETION

Following receipt of the written authorization to proceed, the estimated schedule for the geotechnical work will be as follows:

- Project start-up, boring layout and utility clearance and Field Exploration – 2 to 3 Weeks
- Laboratory testing – 2 weeks
- Engineering analysis, preparation and submittal of draft report – 1 to 2 weeks
- Finalize report - 1 week

SCHEDULE TOTAL: 6 to 8 weeks
IN WITNESS WHEREOF the parties hereto have executed these presents this ______ day of ______________, 2008.

ARDAMAN & ASSOCIATES, INC.

BY: ______________________

Title: ____________________

WITNESS:

BY: ______________________

NAME: ____________________

INDIAN RIVER COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

BY: ______________________

WESLEY S. DAVIS, CHAIRMAN
Board of County Commissioners

Approved by the BCC: __________

ATTEST: ___________________

Jeffrey K. Barton
Clerk of the Court

BY: ______________________

DEPUTY CLERK OF COURT

JOSEPH A. BAIRD
COUNTY ADMINISTRATOR

WILLIAM G. COLLINS, II
COUNTY ATTORNEY
CR-510 from 61st Drive to Shore Lane  
Work Order No. 4 (Engineering Division)  

Exhibit A  

COST ESTIMATE  

Based on our knowledge of the project to-date, the costs associated with the aforementioned tasks are presented below. Unit rates for personnel and field explorations are in accordance with those set in the continuing service agreement between Ardaman & Associates, Inc. and Indian River County. The actual cost of our services will be a function of the quantities of work performed in accordance with the cost estimate presented below.

This cost is based on the assumption that maintenance of traffic (M.O.T.) will not be needed for the performance of the SPT and/or auger borings. If it is determined that M.O.T. will be needed for some of the boring locations, we can coordinate the necessary services at an additional charge for the time and materials necessary.

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
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<td>Initial Site Visit, Layout of Boring Locations, and Coordination of Field Work:</td>
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<td>50 feet of borehole of depths less than 25 feet @ $12.00/foot</td>
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<td>Senior Field Technician - 40 hours @ $48.00/hour</td>
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Total: $16,946.00
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: Approval of Joint Participation Agreement with FDOT, Aviation Boulevard at US 1, FDOT Work Program # 424142-1-58-01 and accompanying Resolution
DATE: November 26, 2008

It is requested that the information presented herein be given formal consideration by the Indian River County Board of County Commissioners at its meeting on December 9, 2008.

DESCRIPTION & CONDITIONS

In September of 2007, the Indian River County MPO applied for and received funding under the Transportation Regional Incentive Program (TRIP) grant program. Through that program, which provides funding for projects of regional transportation significance on a 50/50 basis with local MPOs, the FDOT awarded Indian River County $990,000 for the widening of Aviation Boulevard at US 1 (2 lanes to 4 lanes divided). In order to receive these funds, the BCC must enter into a Joint Participation Agreement with FDOT, a copy of which is attached to this staff report (Attachment I) and approve a Resolution approving an FDOT JPA for funding regional transportation projects.

After approving the Agreement and Resolution, the county may then proceed to the construction and inspection phases of the project. At its February 22, 2005 meeting, the Board of County Commissioners approved an interlocal agreement with the City of Vero Beach regarding the improvement of Aviation Blvd. Per the Interlocal Agreement, the widening of Aviation Boulevard/26th Street will be jointly undertaken by the City and County, with the City undertaking design and construction responsibilities east of 43rd Avenue and the County undertaking the design and construction of the project between 43rd Avenue and 66th Avenue. The intersection of US 1 and Aviation Boulevard represents one phase of the overall widening project and is currently under final design. The City and County anticipate beginning construction in the first half of 2009.
BCC Agenda Item from Christopher J. Kafer, Jr., P.E.
November 26, 2008

RECOMMENDATIONS

Staff recommends that the Board of County Commissioners approve the attached Joint Participation Agreement and adopt the associated resolution authorizing the Chairman to sign the agreement.

ATTACHMENTS

1. FDOT Joint Participation Agreement and Authorizing Resolution
2. Approved Interlocal Agreement Between the County and the City of Vero Beach Regarding the Improvement of Aviation Blvd.

DISTRIBUTION

Phil Matson, IRC MPO Staff Director
Jason Brown, Manager, IRC Budget and Management Office
Jerry Davis, IRC Purchasing Manager
Erik Olson, P.E., IRC Utilities Director

APPROVED AGENDA ITEM

FOR: December 9, 2008
BY: Joseph A. Baud
RESOLUTION NO. 2008-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, AUTHORIZING EXECUTION A TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP) FOR VARIOUS INTERSECTION IMPROVEMENTS ALONG US-1/SR-5 FROM AVIATION BLVD. TO OLD DIXIE HIGHWAY.

WHEREAS, the State of Florida, Department of Transportation and Indian River County desire to facilitate the intersection improvements along US-1/SR-5 from Aviation Blvd to Old Dixie Highway;

WHEREAS, the State of Florida, Department of Transportation, has requested Indian River County execute and deliver to the State of Florida, a Transportation Regional Incentive Program Agreement (TRIP) for the aforementioned project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that the Chairman of the Board is hereby authorized to make, execute, and deliver to the State of Florida, Department of Transportation, a Transportation Regional Incentive Program Agreement for the aforementioned project.

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 Wesley S. Davis  
Vice-Chairman Joseph E. Flescher  
Commissioner Gary C. Wheeler  
Commissioner Peter D. O'Bryan  
Commissioner Bob Solari

The Chairman thereupon declared the resolution passed and adopted this _____ day of ______________, 2008.

BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA

By ____________________________  
Wesley S. Davis, Chairman

Attest: ________________________  
Jeffrey K. Barton, Clerk

By: ____________________________  
Deputy Clerk

Approved as to Form and Legal Sufficiency
INTERLOCAL AGREEMENT
REGARDING THE AVIATION BOULEVARD INTERMODAL
ROADWAY IMPROVEMENT PROJECT

This INTERLOCAL AGREEMENT ("Agreement"), dated February 22, 2005 is made between the City of Vero Beach, a municipal corporation of the State of Florida, Avenue, Vero Beach, Florida 34994 (the "CITY"), and Indian River County, Florida, a political subdivision of the State of Florida, 1840 25th Street, Vero Beach, Florida 32960 (the "COUNTY").

BACKGROUND

1. Florida Statutes Section 163.01, et seq. (2003), known as the Florida Interlocal Cooperation Act of 1969, provides a method for governmental entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

2. The CITY and COUNTY desire to cooperate in the implementation of roadway improvements to Aviation Boulevard from 66th Avenue to U.S. 1 (State Road 5) (herein after referred to as the "Aviation Boulevard Project" or "Project") located in Vero Beach and unincorporated Indian River County, all on the terms and conditions set forth herein.

3. The project will consist of two parts: Part 1 will include the preparation of a right-of-way map from 66th Avenue to 43rd Avenue (no construction will occur in Part 1); Part 2 will include the widening of Aviation Boulevard to 4 lanes between 43rd Avenue and US Highway 1. A schematic of the roadway improvements for the Aviation Boulevard Project is attached hereto as Exhibit "A" and incorporated by reference.

4. This agreement is necessitated between the CITY and the COUNTY in order to set forth each party's obligations to design, plan and construct the Project. The Indian River Metropolitan Planning Organization has earmarked funds to assist the CITY and COUNTY in this Project.

NOW, THEREFORE, in consideration of the mutual benefits flowing from each to the other, the parties agree as follows:

CITY RESPONSIBILITIES

1. The CITY shall be responsible for the following:
(a) In accordance with Florida Statutes, the CITY will secure the services of Florida licensed professionals to design, oversee and construct the Project. The CITY may also provide in-house design and construction, engineering and construction services and shall be re-imbursed for same.

(b) The CITY shall obtain any and all necessary permits for Part 2 of the Project.

(c) The CITY shall obtain all rights-of-way or easements required for Part 2 of the Project. Any right-of-way or permanent easement that is contiguous with Aviation Boulevard shall be dedicated to the City of Vero Beach. All other rights-of-way or permanent easements contiguous to CITY owned land shall be dedicated to the CITY. The CITY shall, promptly upon receipt of any title work for any right-of-way or permanent easement, transmit same to the COUNTY’s Project Manager. Thereafter, and within 30 calendar days after receipt of such title work, the COUNTY shall provide any comments, and approval or disapproval in writing. All right-of-way deeds and permanent easements shall contain a maintenance easement in favor of each of the COUNTY and the CITY.

(d) The CITY shall oversee all aspects of the project.

(e) After construction of the Project, the CITY shall, at its sole cost and expense, and not subject to reimbursement under this Agreement, be solely responsible to maintain Part 2 of the Project improvements for the term of this Agreement. In the event the CITY fails to maintain the improvements as described, the COUNTY shall have the right, but is not obligated, to maintain the improvements and to be reimbursed for such costs and expenses by the CITY.

2. (a) The CITY shall enter into contracts with Florida licensed engineers, surveyors, landscape architects and entities holding the appropriate State of Florida certificates under Florida Statutes Chapter 489 with respect to the Project. The CITY shall promptly review any and all invoices submitted in connection with the Project and either approve or disapprove same. Promptly upon approval, the CITY shall send such approved invoices to the COUNTY’s Project Manager (as such term is hereinafter defined). In accordance with the prompt payment act, the COUNTY shall remit payment of approved invoices directly to the entity submitting the invoice.

(b) The CITY reserves the right to provide engineering, surveying, and construction engineering and inspection services with respect to this project not to exceed the sum of $800,000.00. If the CITY provides these services they will be reimbursed for these
expenses after providing the COUNTY'S project manager with documented project costs. These costs shall be reimbursed to the CITY in accordance with the schedule attached as exhibit "B" and adopted by reference herein.

3. Promptly upon receipt by the CITY of the construction design plans, drawing and specifications at both the 50% stage and the 90% stage ("Plans"), the CITY shall transmit same to the COUNTY for the COUNTY's review and written approval, which shall not be unreasonably withheld. The COUNTY shall promptly convey, in writing, its approval or disapproval of the Plans to the CITY. If the Plans are approved, or approved after modification, the CITY shall cause the Plans to be prepared for public bid in accordance with Florida law. The CITY shall provide a full set of the construction documents to the COUNTY for review prior to the date the CITY plans to advertise the Project. The COUNTY shall transmit written comments on the construction documents to the CITY. The CITY shall require that the payment and performance bonds of the contractor selected to construct the Project shall run to both the CITY and the COUNTY. If the Plans do not receive the written approval of the COUNTY, this Agreement shall terminate ten (10) calendar days after the COUNTY remits payment for any invoices submitted by the CITY for services provided prior to the date of the COUNTY disapproval of the Plans.

COUNTY RESPONSIBILITIES

1. The COUNTY shall be responsible for the following:

   (a) The COUNTY shall expend road impact fees from District Two in the amount of two million dollars and FDOT shall expend intermodal funds in the amount of two million dollars to partially pay for the cost of:

      (1) preliminary design, costs shall not exceed $40,000.00.
      (2) final design, and oversight during construction shall not exceed $360,000.00.
      (3) right-of-way/easement acquisition shall not exceed $100,000.00.
      (4) bidding and oversight during construction shall not exceed $200,000.00
      (5) survey expenses and costs of $100,000.00
      (6) construction. Total estimated cost: $3,200,000.00.

   (b) The COUNTY shall pay all approved invoices received from the CITY within the time span allotted by the Florida Prompt Pay Act, Chapter 218.70 FS.
(c) The COUNTY shall apply for and coordinate all phases of the grant from the Indian River Metropolitan Planning Organization and the Florida Department of Transportation.

2. The Project Manager for the CITY is Monte K. Falls, Director of Public Works and Engineering.
   The Project Manager for the COUNTY is Phil Matson, MPO Staff Director.

3. This Agreement may be amended only by written agreement of the parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party.

4. This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Indian River County.

5. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claim which are justiciable in federal court.

6. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

7. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

8. Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods:
   (a) hand delivery to the other party
(b) delivery by commercial overnight courier service

c) mailed by registered or certified mail (postage prepaid), return receipt requested.

For purposes of notice the addresses are as follows:

COUNTY:
Phil Matson
Indian River County
MPO Staff Director
1840 25th Street
Vero Beach, FL 32960-3365

CITY:
Monte Falls
City of Vero Beach
Director of Public Works and Engineering
P.O. Box 1389
Vero Beach, FL 32961-1389
(Hand delivery 1053 20th Place, Vero Beach)

Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.
IN WITNESS WHEREOF, the CITY has approved this Agreement at a duly noticed meeting held on January 4, 2006

ATTEST:

Sign: Tammy K. Vock, City Clerk

Sign: Thomas P. White, Mayor

Approved as to form and legal sufficiency:

City Attorney

Approved as conforming to municipal policy:

City Manager

Approved as to Technical requirements:

Director of Public Works and Engineering
IN WITNESS WHEREOF, the County has approved this Agreement at a duly noticed meeting held on February 22, 2005.

<table>
<thead>
<tr>
<th>County Department</th>
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<th>Date</th>
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<tbody>
<tr>
<td>Administration</td>
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<td>2/16/05</td>
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<td>Risk Management</td>
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<td>Public Works</td>
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<td></td>
</tr>
<tr>
<td>County Dev</td>
<td>AMK</td>
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</table>
PART 1
RIGHT-OF-WAY MAP PROJECT

PART 2
WIDEN EXISTING 2 LANES TO 4 LANES

26TH STREET
AVIATION BLVD

SR 60

18TH STREET

12TH STREET

55TH AVE

43RD AVE

34TH AVE

27TH AVE

23RD AVE

US 1

INDIAN RIVER BLVD
**EXHIBIT "B"**

<table>
<thead>
<tr>
<th>Description</th>
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<td>Preliminary Design</td>
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<tr>
<td>Final Design</td>
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</tr>
<tr>
<td>Right-of-Way and Easement Acquisition</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>Bidding and Oversight During Construction</td>
<td>$200,000.00</td>
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<tr>
<td>Survey</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>Total</td>
<td>$800,000.00</td>
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</tbody>
</table>

*Note: All amounts are "not to exceed" amounts.*
RESOLUTION NO. 2008-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, AUTHORIZING EXECUTION A TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP) FOR VARIOUS INTERSECTION IMPROVEMENTS ALONG US-1/SR-5 FROM AVIATION BLVD. TO OLD DIXIE HIGHWAY.

WHEREAS, the State of Florida, Department of Transportation and Indian River County desire to facilitate the intersection improvements along US-1/SR-5 from Aviation Blvd to Old Dixie Highway;

WHEREAS, the State of Florida, Department of Transportation, has requested Indian River County execute and deliver to the State of Florida, a Transportation Regional Incentive Program Agreement (TRIP) for the aforementioned project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that the Chairman of the Board is hereby authorized to make, execute, and deliver to the State of Florida, Department of Transportation, a Transportation Regional Incentive Program Agreement for the aforementioned project.

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 Wesley S. Davis
Vice-Chairman Joseph E. Flescher
Commissioner Gary C. Wheeler
Commissioner Peter D. O'Bryan
Commissioner Bob Solari

The Chairman thereupon declared the resolution passed and adopted this __________ day of __________, 2008.

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, FLORIDA

By __________________________________________
Wesley S. Davis, Chairman

Attest: ________________________________________
Jeffrey K. Barton, Clerk

By: _______________________________________
Deputy Clerk

County Attorney
Approved as to Form and Legal Sufficiency
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT

THIS Transportation Regional Incentive Program Agreement ("AGREEMENT"), entered into this _____ day of ________________________, 200___, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and INDIAN RIVER COUNTY, hereinafter referred to as the "COUNTY."

WITNESSETH

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance under Financial Management (FM) No. 424142-1-58-01 Construction and Construction Engineering Inspection (CEI) Services for Various Intersection Improvements along US-1/SR-5 from Aviation Blvd to Old Dixie Highway; and

WHEREAS, the purpose of this Agreement, the Construction and CEI services of US1/SR5: Aviation Blvd Aviation Blvd to Old Dixie Highway hereinafter referred to as the "PROJECT," is in accordance with Fla. Stat. §339.2819; and

WHEREAS, the DEPARTMENT has the authority, under Fla. Stat. §334.044, to enter into this Agreement; and

WHEREAS, the Transportation Regional Incentive Program was created by Fla. Stat. §339.2819 to provide funds to improve regionally significant transportation facilities in "regional transportation areas" pursuant to Fla. Stat. §339.155 (5); and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of Fla. Stat. §339.2819; and

WHEREAS, the Treasure Coast Transportation Council, acting as a designated regional partnership under Fla. Stat §339.155 (5)(c) and formed by an interlocal agreement, designated US-1/SR-5 as a regional facility.

WHEREAS, the COUNTY by Resolution No. ______________________ dated the _____ day of ________________________, 200___, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. SERVICES AND PERFORMANCE

A) The PROJECT consists of: Intersection Improvements along US-1/SR-5 at Aviation Blvd. and at Old Dixie Highway.
B) The COUNTY agrees to undertake the design, construction and construction engineering and inspection (CEI) of the PROJECT in accordance with all applicable, federal, state and local statutes, rules, regulations, and standards. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT in writing that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations.

The COUNTY must apply for and be granted a permit, from the DEPARTMENT, before the COUNTY can proceed with construction.

C) The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. The COUNTY shall provide the DEPARTMENT with monthly progress reports.

D) The COUNTY shall not assign or transfer any work under this Agreement without the prior written consent of the DEPARTMENT.

B) All notices under this Agreement shall be directed to the following addresses:

<table>
<thead>
<tr>
<th>TO DEPARTMENT:</th>
<th>TO COUNTY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Florida Department of Transportation</td>
<td>Indian River County</td>
</tr>
<tr>
<td>3400 West Commercial Blvd.</td>
<td>1801 27th Street</td>
</tr>
<tr>
<td>Fort Lauderdale, FL 33309-3421</td>
<td>Vero Beach, FL 32960</td>
</tr>
<tr>
<td>Attn: Leos A. Kennedy, Jr.</td>
<td>Attn: Chris Kafer, Jr., P.E.</td>
</tr>
<tr>
<td>With a copy to: Arleen Dano</td>
<td>With a copy to: County Attorney</td>
</tr>
<tr>
<td>A second copy: District General Counsel</td>
<td></td>
</tr>
</tbody>
</table>

3. TERM

A) Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the COUNTY and the DEPARTMENT until the PROJECT is completed as evidenced by the written acceptance of the DEPARTMENT or June 30, 2012, whichever occurs first, or unless terminated earlier in accordance with the terms of paragraph 9.

B) This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement and contingent upon the DEPARTMENT’s Director of Transportation Development or Designee’s Approval.

4. COMPENSATION AND PAYMENT

A) The COUNTY and the DEPARTMENT agree to share the cost of this PROJECT FM #424142-1-58-01. The COUNTY agrees to provide one-half (1/2) of the PROJECT expenditures and the DEPARTMENT agrees to provide the other one-half (1/2) pursuant to Fla. Stat. §339.2819.

B) The estimated total cost as set forth in the DEPARTMENT’S adopted work program for this PROJECT is ONE MILLION NINE HUNDRED EIGHTY THOUSAND
DOLLARS ($1,980,000.00). The estimated COUNTY share for one-half (1/2) the PROJECT cost is NINE HUNDRED NINETY THOUSAND DOLLARS ($990,000.00). The estimated DEPARTMENT share for one-half (1/2) the PROJECT cost is NINE HUNDRED NINETY THOUSAND DOLLARS ($990,000.00) which is the maximum participation by the DEPARTMENT, for actual costs incurred during the construction and CEI phase. The parties further agree all remaining costs of the PROJECT shall be the sole responsibility of the COUNTY.

i) In the event the COUNTY proceeds with the construction/construction inspection of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

The CEI services will be provided, when required by specifications [defined as Contractor Quality Control (CQC), by personnel meeting the requirements of the DEPARTMENT’S Construction Training and Qualification Program (CTQP). The County may choose to satisfy this requirement by either hiring a DEPARTMENT prequalified consultant firm or utilizing COUNTY staff that meet these requirements or a combination thereof. The CEI staff shall also include one individual that has completed the Advanced Maintenance of Traffic Advanced Level Training. The CEI staff shall be present on the PROJECT at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida licensed Professional Engineer.

ii) All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

C) The COUNTY acknowledges and agrees that the DEPARTMENT’S obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

D) The COUNTY must submit the final invoice to the DEPARTMENT within 180-days after the final acceptance of the PROJECT. Invoices submitted after the 180-day time period will not be paid.

E) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT under Section 334.044 (29), Florida Statutes.

F) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit.

G) Travel costs will not be reimbursed.

H) If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

I) The COUNTY shall submit one invoice (3 copies), plus supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing on a monthly basis.
J) The COUNTY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has ten (10) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The Twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

K) If a payment is not available within Forty (40) days, separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to a COUNTY because of COUNTY preparation error will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

L) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

M) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY’S general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

N) The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

5. ROADWAY LEVEL OF SERVICE

A) Fla. Stat. §163.3180 requires that facilities funded through the Transportation Regional Incentive Program adopt the level of service standards established by the DEPARTMENT for the PROJECT limits.

B) The logical termini for level of service purposes are North Gifford/45th Street to 26th Street.
C) The COUNTY agrees that once the additional capacity from the PROJECT is available for purposes of concurrency under Fla. Stat. §163.3180, it will officially adopt the DEPARTMENT'S level of service for the segment of US-1/SR-5 between the logical termini specified in (B), above. This will be accomplished through and update to the comprehensive plan within one year.

6. INDEMNITY AND INSURANCE

A) INDEMNITY

i) When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party’s failure to promptly notify the other of a claim will not act as a waiver or any right herein.

ii) With respect to any of the COUNTY’S agents, consultants, subconsultants, contractors, and/or sub-contractors, such party in any contract for the Project shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The COUNTY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.

B) LIABILITY INSURANCE.

i) The COUNTY shall carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $100,000 per person and $200,000 each occurrence, and property damage insurance of at least $50,000 each occurrence, for the services to be rendered in accordance with this Agreement. However, in the event the COUNTY maintains a self-insurance fund to cover such liability, the COUNTY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the COUNTY must comply or cause its contractor to comply with §7-13 of the DEPARTMENT’S Standard Specifications for Road and Bridge Construction (2007), as amended. Upon the DEPARTMENT’S request the COUNTY must provide documentation to the DEPARTMENT that shows that the insurance requirements are being met in accordance with the Agreement.

C) WORKERS’ COMPENSATION.

i) The COUNTY shall also carry and keep in force Workers’ Compensation insurance as required for the State of Florida under the Workers’ Compensation Law.

7. COMPLIANCE WITH LAWS

A) The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant
such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B) The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

C) No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D) The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in §337.274, Florida Statutes.

8. AUDITS

A) The administration of resources awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT, as described in this section.

B) MONITORING

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

C) AUDITS

i) PART I: FEDERALLY FUNDED

(1) Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

(2) In the event that the recipient expends $500,000 for fiscal years ending after December 31, 2003 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT “A” to this Agreement attached hereto and made a part hereof indicates Federal resources awarded through the DEPARTMENT by this Agreement, if applicable. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133,
as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

(3) In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

(4) If the recipient expends less than $500,000 for fiscal years ending after December 31, 2003 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 for fiscal years ending after December 31, 2003 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

(5) Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

ii) PART II: STATE FUNDED

(1) Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes) are to have audits done annually using the following criteria:

(2) In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 for fiscal years ending on September 30, 2004, and thereafter in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT "A" indicates state financial assistance awarded through the Department by this agreement, if applicable. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(3) In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
(4) If the recipient expends less than $500,000 in state financial assistance in its fiscal year ending on September 30, 2004, and thereafter, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity’s resources (i.e., the cost of such an audit must be paid from the recipient’s resources obtained from other than State entities).

(5) State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

iii) PART III: OTHER AUDIT REQUIREMENTS

(1) The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

(2) Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

iv) PART IV: REPORT SUBMISSION

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

Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District Single Audit Liaison

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

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
(3) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(4) In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

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

(5) In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (e), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the following address:

Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District Single Audit Liaison

(6) Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to the following:

Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District Single Audit Liaison

(7) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(8) Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to the DEPARTMENT at the following address:

Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District Single Audit Liaison
(9) Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(10) Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

V) PART V: RECORD RETENTION

(1) The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the DEPARTMENT, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

9. TERMINATION AND DEFAULT

A) This Agreement may be canceled by either the COUNTY or the DEPARTMENT upon sixty (60) days written notice.

B) If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C) If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D) If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

10. MISCELLANEOUS

A) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
B) The **DEPARTMENT** shall not be obligated or liable hereunder to any party other than the **COUNTY**.

C) In no event shall the making by the **DEPARTMENT** of any payment to the **COUNTY** constitute or be construed as a waiver by the **DEPARTMENT** of any breach of covenant or any default which may then exist, on the part of the **COUNTY**, and the making of such payment by the **DEPARTMENT** while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the **DEPARTMENT** with respect to such breach or default.

D) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that all commitments, agreements, or understandings concerning the subject matter of this Agreement are contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the **COUNTY** and the **DEPARTMENT**.

E) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue with respect to judicial proceedings arising out of this Agreement shall be in Broward County, Florida.

G) An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

H) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf, by the Chairman/Councilman of INDIAN RIVER COUNTY or its designee, as authorized by Resolution Number __________, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee:

INDIAN RIVER COUNTY, FLORIDA

ATTEST

CLERK (Seal) TITLE

Date

Print Name Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

EXECUTIVE SECRETARY (Seal)

DIRECTOR OF TRANSPORTATION DEVELOPMENT

DISTRICT

Print Name Date

Fla. Dept. of Trans. Legal Review:

By:

Date

Availability of Funds Approval:

Date
**EXHIBIT “A”**
**SINGLE AUDIT COMPLIANCE REQUIREMENTS**

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

### STATE RESOURCES:

<table>
<thead>
<tr>
<th>State Agency</th>
<th>Catalog of State Financial Assistance (Number &amp; Title)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOT</td>
<td>55.026 Transportation Regional Incentive Program</td>
<td>$990,000.00</td>
</tr>
<tr>
<td>(Department of Transportation)</td>
<td></td>
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</tbody>
</table>

**Compliance Requirements**

- **Activities Allowed:**
  
  The TRIP Program is intended to provide state matching funds for capital projects, not operating expenses, on regionally significant facilities.

- **Allowable Costs:**
  
  See above.

- **Eligibility:**
  
  339.2819 F.S. establishes several minimum eligibility criteria in order to qualify for TRIP funds. They include:

  1. Support those transportation facilities that serve national, statewide, or regional functions and function as an integrated regional transportation system.

  2. Be identified in the capital improvements element of a comprehensive plan that has been determined to be in compliance with part II of chapter 163, after July 1, 2005, or to implement a long-term concurrency management system adopted by a local government in accordance with 1s. 163.31(7)(9). Further, the project shall be in compliance with local government comprehensive plan policies relative to corridor management.

  3. Be consistent with the Strategic Intermodal System Plan developed under s. 339.64.

  4. Have a commitment for local, regional, or private financial matching funds as a percentage of the overall project cost.

- **Matching:**
  
  The percentage of matching funds provided from the Transportation Regional Incentive Program shall be 50 percent of project costs.
Date: December 2, 2008
To: The Honorable Board of County Commissioners
Thru: Joseph A. Baird, County Administrator
From: Thomas W. Frame, General Services Director
Re: Donation of Art Work

BACKGROUND:
Mrs. Bernice Brown O'Brien has donated a painting of the former Fire Station #2. We reviewed an area in Building B and felt an appropriate location for display would be in the second floor atrium adjacent to the entrance to Fire Prevention. It is an interpretive free style painting rendered in tropical colors and looks very nice as mounted.

I would like to request the Board to officially accept the donated painting and direct staff to prepare and letter to be sent to Mrs. O'Brien thanking her for the donation to the public.

RECOMMENDATION:
Staff recommends acceptance of the donated painting with a letter to be sent to Mrs. O'Brien to thank her for her donation.
TO: Joseph Baird
   County Administrator

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

FROM: Jonathan C. Gorham, Ph.D.
   Coastal Resource Manager

SUBJECT: First Amendment and Extension to Continuing Contract
   Coastal Technology Corporation, Inc.

DATE: December 1, 2008

DESCRIPTION AND CONDITIONS

On December 13, 2005, the Board approved a Contract with Coastal Technology Corporation, Inc. (CTC) for professional coastal engineering services in Indian River County. The contract included a provision for a three year extension at rates mutually agreed to between the County and the consultant. CTC has executed the attached First Amendment and Extension to Continuing Contract that extends the contract term to December 13, 2011 at the labor rates attached as Revised Exhibit 1 to the Agreement.

RECOMMENDATIONS AND FUNDING

Staff recommends the Board approve the First Amendment and Extension to Continuing Contract with Coastal Technology Corporation Inc. and authorize the Chairman to sign on behalf of the County.

ATTACHMENT

First Amendment and Extension to Continuing Contract

DISTRIBUTION

Finance Department
Bob Hall, CTC Inc.
APPROVED AGENDA ITEM

FOR 12/09/08

BY Joseph A. Brant

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<thead>
<tr>
<th>Indian River County</th>
<th>Approved</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
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<td>12-21-08</td>
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</table>
AGENDA COPY

FIRST AMENDMENT AND EXTENSION TO CONTINUING CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment and Extension to Continuing Contract Agreement for Professional Services ("Extension") is entered into effective as of DECEMBER 13, 2008, by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida, 1840 25th Street, Vero Beach, FL 32960 ("County") and COASTAL TECHNOLOGY CORPORATION, INC, having a principal place of business at 3625 20th STREET, VERO BEACH, FL ("Consultant").

BACKGROUND RECITALS

A. Effective December 13, 2005, the County and the Consultant entered into the Continuing Contract Agreement for Professional Services ("Agreement").

B. The County and the Consultant desire to amend the fees pursuant to paragraph 1.5, and to extend the Agreement by adding a new paragraph 4.3, all in accordance with the provisions of the Agreement, as set forth in this Extension.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, covenant and agree to extend the Agreement as follows:

(1) The Background Recitals are true and correct and form a material part of this Extension.

(2) From and after the effective date of this Extension, paragraph 4.3 is added to the Agreement as follows:

4.3 Pursuant to the terms of Agreement, the County hereby extends the Initial Term of three (3) years ("Extension Term"). The Extension Term shall commence as of December 13, 2008, and is subject to a sooner termination in accordance with the terms of this Agreement, and shall end on December 13, 2011. The County and the Consultant agree that the fees set forth on Revised Exhibit 1 shall be in effect during the Extension Term pursuant to paragraph 1.5 of the Agreement.

(3) All terms and conditions of the Agreement not amended herein remain in full force and effect.

IN WITNESS WHEREOF, the County and the Consultant have caused this Extension to be signed by their respective duly authorized officers as of the day and year first stated above.

Consultant:
COASTAL TECHNOLOGY CORPORATION, INC

By: Michael Walther

Printed name and title:
Michael Walther, Pres.

INDIAN RIVER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: Wesley S. Davis, Chairman

Attest: J. K. Barton, Clerk

By: Deputy Clerk

County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: MARIAN E. FITZ

122
REVISED EXHIBIT 1

RATE AND FEE SCHEDULE
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td>Michael Walther, P.E.</td>
<td>Principal</td>
<td>$218</td>
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<tr>
<td>Cliff Truitt, P.E., Ph.D.</td>
<td>Director of Engineering</td>
<td>$166</td>
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<tr>
<td>Dilip Barua, Ph.D.</td>
<td>Sr. Coastal &amp; Hydraulic Engineer</td>
<td>$166</td>
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<tr>
<td></td>
<td>Sr. Coastal Geologist</td>
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<tr>
<td>Leighann Budde</td>
<td>Coastal Geologist</td>
<td>$95</td>
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<td>Lab Technician</td>
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<td>Sally Davenport</td>
<td>Coastal Manager</td>
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<td>Charles Fontaine, E.I.</td>
<td>Project Engineer</td>
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<td>Walker Dawson</td>
<td>Project Engineer</td>
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<td>Jenna Vogt</td>
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<tr>
<td>Pati Gattis</td>
<td>Engineer Tech/CADD</td>
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<tr>
<td>Alexander Neach</td>
<td>Engineer Tech/CADD</td>
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<tr>
<td>Robert Hall</td>
<td>Sr. Administrator/Estimator</td>
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<td>Julia Thompson</td>
<td>Administrator</td>
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<tr>
<td>Dan Hefty</td>
<td>Administrator</td>
<td>$102</td>
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<tr>
<td>Lois Edwards</td>
<td>Sr. Permit Specialist</td>
<td>$115</td>
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<tr>
<td>James Sellers</td>
<td>Permit Specialist/Envir. Technician</td>
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<tr>
<td>Kimberly Colstad-Hefty</td>
<td>Biologist</td>
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<td>Brooke Edwards</td>
<td>Clerical</td>
<td>$56</td>
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### Core-Related Services

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<tr>
<th>Task</th>
<th>Rate</th>
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<tbody>
<tr>
<td>10 ft. Core – Split, Log &amp; Sample Preparation</td>
<td>$150</td>
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<td>20 ft. Core – Split, Log &amp; Sample Preparation</td>
<td>$200</td>
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<td>10 ft. Core – Prepare, Bag, Box &amp; Label</td>
<td>$90</td>
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<tr>
<td>20 ft. Core – Prepare, Bag, Box &amp; Label</td>
<td>$170</td>
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<tr>
<td>Core Photography</td>
<td>$50</td>
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### Sediment Sample-Related Services

<table>
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<tr>
<th>Task</th>
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<tbody>
<tr>
<td>Dry sieving gradation (ASTM D 2487-00, ASTM E 11, ASTM E 145)</td>
<td>$63</td>
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<tr>
<td>Wet sieving gradation (ASTM D 1140-00, ASTM D 2487-00)</td>
<td>$110</td>
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<tr>
<td>Hydrometer Analysis (ASTM D 422-63)</td>
<td>$210</td>
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<tr>
<td>Compositional Analysis – Loss On Ignition (ASTM D 422-63)</td>
<td>$85</td>
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<tr>
<td>Compositional Analysis – Acid Digestion</td>
<td>$30</td>
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<tr>
<td>Compositional Analysis – Visual Estimate</td>
<td>$30</td>
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<tr>
<td>Color Analysis (Munsell) (ASTM D1525-06)</td>
<td>$22</td>
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<tr>
<td>USC Description by P.G. (ASTM D 2487-00, ASTM D 2488-00)</td>
<td>$38</td>
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</table>

* All data is produced in FDEP/ROSS compatible formats
TO: Joseph Baird
County Administrator

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

FROM: Jonathan C. Gorham, Ph.D.
Coastal Resource Manager

SUBJECT: First Amendment and Extension to Continuing Contract
Applied Technology and Management Inc.

DATE: December 1, 2008

DESCRIPTION AND CONDITIONS

On December 13, 2005, the Board approved a Contract with Applied Technology and Management Inc. (ATM) for professional coastal engineering services in Indian River County. The contract included a provision for a three year extension at rates mutually agreed to between the County and the consultant. ATM has executed the attached First Amendment and Extension to Continuing Contract that extends the contract term to December 13, 2011 at the labor rates attached as Revised Exhibit 1 to the Agreement.

RECOMMENDATIONS AND FUNDING

Staff recommends the Board approve the First Amendment and Extension to Continuing Contract with Applied Technology and Management Inc. and authorize the Chairman to sign on behalf of the County.

ATTACHMENT

First Amendment and Extension to Continuing Contract

DISTRIBUTION

Finance Department
Pete Seidle, ATM Inc.
<table>
<thead>
<tr>
<th>Indian River County</th>
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</thead>
<tbody>
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<td>12/10/08</td>
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<tr>
<td>Legal</td>
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<td>12/16/08</td>
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<tr>
<td>Risk Management</td>
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<td>Public Works</td>
<td>J&amp;J</td>
<td>12/01/08</td>
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<tr>
<td>Division</td>
<td>346</td>
<td>12/01/08</td>
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</table>
AGENDA COPY

FIRST AMENDMENT AND EXTENSION TO CONTINUING CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment and Extension to Continuing Contract Agreement for Professional Services ("Extension") is entered into effective as of DECEMBER 13, 2008, by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida, 1840 25th Street, Vero Beach, FL 32960 ("County") and APPLIED TECHNOLOGY AND MANAGEMENT, INC, having a principal place of business at 400 SOUTH AUSTRALIAN AVE, SUITE 300, WEST PALM BEACH, FL ("Consultant").

BACKGROUND RECITALS

A. Effective December 13, 2005, the County and the Consultant entered into the Continuing Contract Agreement for Professional Services ("Agreement").

B. The County and the Consultant desire to amend the fees pursuant to paragraph 1.5, and to extend the Agreement by adding a new paragraph 4.3, all in accordance with the provisions of the Agreement, as set forth in this Extension.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, covenant and agree to extend the Agreement as follows:

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(3) All terms and conditions of the Agreement not amended herein remain in full force and effect.

IN WITNESS WHEREOF, the County and the Consultant have caused this Extension to be signed by their respective duly authorized officers as of the day and year first stated above.

Consultant:
APPLIED TECHNOLOGY AND MANAGEMENT, INC

By ____________________________
Printed name and title:
Mike Jenkins, Coastal Engineering Team Leader

INDIAN RIVER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By ____________________________
Wesley S. Davis, Chairman

Attest: J. K. Barton, Clerk

By ____________________________
Deputy Clerk

APPROVED:
County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

T 28
### REVISED EXHIBIT 1
### LABOR RATES

## ATM Labor Rates

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coastal Team Leader</td>
<td>$175/hr</td>
</tr>
<tr>
<td>Project Manager/Sr. Engineer</td>
<td>$135/hr</td>
</tr>
<tr>
<td>Staff Engineer</td>
<td>$125/hr</td>
</tr>
<tr>
<td>Junior Engineer/Engineer Tech.</td>
<td>$105/hr</td>
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<tr>
<td>Professional Surveyor/Mapper</td>
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<tr>
<td>Survey Technician</td>
<td>$95/hr</td>
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<tr>
<td>AutoCAD Drafter/GIS Tech.</td>
<td>$100/hr</td>
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<tr>
<td>Administrative/Clerical</td>
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<tr>
<td>Senior Scientist/Biologist (ATM)¹</td>
<td>$120/hr</td>
</tr>
<tr>
<td>Scientist/Biologist (ATM)¹</td>
<td>$110/hr</td>
</tr>
</tbody>
</table>

**Notes:**

1) For services requiring the Senior Scientist/Biologist to SCUBA dive (e.g., seagrass mapping, benthic and reef surveys, etc.) an increased rate will be applied to cover in-water liability.
INDIAN RIVER COUNTY, FLORIDA

MEMORANDUM

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: Steven Deardeuff; Senior Planner, Long-Range Planning

DATE: December 2, 2008

RE: Realtors Association of Indian River County, Inc’s Request to Amend the Future Land Use Map to Redesignate ±.075 Acres From L-1 to C/I; and to Rezone the ±.075 Acres from RM-3 to CL.

PLAN AMENDMENT NUMBER: LUDA 2006060290-63102
RZON NUMBER: 2006060290-63103

It is requested that the following information be given formal consideration by the Board of County Commissioners at its regular meeting of December 9, 2008.

DESCRIPTION AND CONDITIONS

This is a request to redesignate ±.075 acres from L-1, Low-Density Residential-1 (up to 3 units/acre), to C/I, Commercial/Industrial, and to rezone those ±.075 acres from RM-3, Multiple-Family Residential District (up to 3 units/acre), to CL, Limited Commercial District. The purpose of the request is to redesignate and rezone a portion of the property to commercial. That portion of the property proposed for redesignation and rezoning is equivalent in size to an area on the applicant’s adjacent site that is being dedicated as right-of-way along Quay Dock Road and 67th Street. The area to be dedicated is zoned Limited Commercial, the same zoning district requested for the subject site. This land use amendment allows the subject ±.075 acres to be developed with commercial uses in conjunction with the owner’s parcel to the west.
As depicted in the location map below, the subject property is located approximately 140 feet east of US 1 and bounded by Quay Dock Road to the north and 67th Street to the south. Presently, the subject property is zoned RM-3, Multiple Family Residential District (up to 3 units/acre).

Comprehensive Plan Amendment Review Procedures

Although the number of standard plan amendments that a local government may consider is not limited, the frequency with which local governments can amend their comprehensive plans is regulated by state law. According to Florida Statutes, standard plan amendments are limited to twice per calendar year. For that reason, the county accepts standard plan amendment applications only during the two window months of January and July. All requests submitted during each window month are processed simultaneously. That method ensures that standard plan amendments will be adopted no more than twice per calendar year.

State law, however, provides several exceptions to the twice per calendar year limitation. One of those exceptions is for small-scale plan amendments. Consequently, a local government may adopt small-scale amendments, such as the subject plan amendment, without regard for the twice per calendar year limitation. For that reason, the proposed amendment is exempt from the twice per calendar year adoption limit.

Because small scale plan amendments are deemed to have fewer impacts than typical plan amendments, small scale amendments are eligible for a streamlined adoption process. In contrast to typical plan amendments which require review and approval by the Florida Department of
Community Affairs (DCA), local governments may adopt small scale plan amendments without review or approval by DCA.

Section 163.3187(1)(c) of the Florida Statutes sets the following criteria for small scale amendments:

1. The proposed amendment involves 10 or fewer acres;
2. The cumulative effect of the acreage for all small scale amendments in the jurisdiction does not exceed 80 acres in a calendar year;
3. The proposed amendment does not involve the same property granted a land use designation change within the prior 12 months;
4. The proposed amendment does not involve the same owner’s property within 200 feet of property granted a land use designation change within the prior 12 months;
5. The proposed amendment does not involve a change to the comprehensive plan’s text;
6. The subject property is not within an area of critical state concern; and
7. The proposed amendment does not involve increasing residential density above 10 units/acre.

For small scale amendments, only two public hearings are necessary. The first public hearing involves the Planning and Zoning Commission’s review of the request. Then the Board of County Commissioners holds a public hearing to take final action to approve or deny the land use amendment request.

In this case, the proposed Future Land Use Map amendment encompasses ±.075 acres, a size which qualifies it for a small scale amendment per Florida Statutes.

**PZC ACTION**

The subject Comprehensive Plan Amendment was considered by the Planning and Zoning Commission (PZC) at its regular scheduled meeting of November 13, 2008. At that time, the PZC voted 5-0 to recommend that the Board of County Commissioners approve the proposed Future Land Use Map amendment to change the site’s land use designation from L-1 to C/I and to rezone the subject property from RM-3 to CL.

**BACKGROUND**

The subject ±.075 acre property is a portion of a larger .98 acre undeveloped wooded site. That larger site is zoned RM-3, triangular in shape, and bordered by 67th Street to the south and Quay Dock
Road to the north. To the west, there is an undeveloped commercial zoned property which is under the same ownership as the subject property.

Along this section of US 1 between 65th and 69th Streets, there is a mixture of residential and commercial uses. In fact, the subject property and the abutting parcel to the west reflect that mixture. While the subject ±.075 acre property is zoned RM-3 (multi-family residential up to 3 units/acre), the abutting parcel to the west is zoned Limited Commercial and is under the same ownership as the subject property.

As part of the development of the abutting parcel to the west, the applicant is dedicating right-of-way for 67th Street and Quay Dock Road. That right-of-way dedication will result in the loss of approximately 3,269 square feet or ±.075 acres of commercial zoning from the applicant’s west property. As indicated in the location map, the subject ±.075 acre property is approximately 18 feet wide, just over 181 feet in length, and located on the west side of the parent parcel abutting the east boundary of the commercial zoned property.

**Existing Land Use Pattern**

North of the subject property, across Quay Dock Road, is a single large RM-3 zoned parcel. To the south, across 67th Street, is another large parcel zoned RM-3. To the east of the subject property is the remaining area of the parent parcel. That remaining parcel area is zoned RM-3, Multi-Family Residential District (up to 3 units/acre), is wooded and is undeveloped. The parcel to the west of the subject property is zoned CL, Limited Commercial District.

**Future Land Use Pattern**

As depicted in the land use map below, the subject property and the properties to the north, south and east of the subject property are designated L-1, Low-Density Residential-1, on the county’s future land use map. The L-1 designation permits residential uses with densities of up to 3 units/acre. Immediately to the west of the subject ±.075 acres, the property is designated C/I, Commercial/Industrial, on the county’s future land use map. The C/I designation permits various commercial and industrial zoning districts.
Environment

The subject property is not designated as environmentally important or environmentally sensitive by the comprehensive plan. According to Flood Insurance Rating Maps, the subject property lies in flood zone X.

Utilities and Services

The site is within the Urban Service Area of the County. Wastewater service is available to the site from the Central Wastewater Treatment Plant, while potable water service is available to the site from the North County Reverse Osmosis Plant.

Transportation System

The subject ±0.075 acres is part of two combined parcels with approximately 275 feet of frontage on US Highway 1. This segment of US Highway 1 is a four lane paved road and is classified as a Principal Arterial on the future roadway thoroughfare plan map.

ANALYSIS

In this section, an analysis of the reasonableness of the land use amendment request will be presented. Specifically, this analysis will address:

- 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.

Concurrence of Public Facilities

This site is 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 Comprehensive Plan 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 and zoning district. For the proposed C/I land use designation and CL zoning district, several land uses may be applicable. In this case however, this proposed land use map amendment and rezoning of the subject ±.075 acres is equivalent in size to the area being dedicated for right-of-way. Since this land use amendment and rezoning will result in no net increase in commercial area, no conditional concurrency review is required.

Consistency with Comprehensive Plan

Land use amendment requests are reviewed for consistency with all policies of the comprehensive plan. As per section 800.07(1) of the county code, the A 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 decisions. While all comprehensive plan objectives and policies are important, some have more applicability than
of particular applicability for this request are the following policies.

Future Land Use Element Policy 1.22

Comprehensive Plan Policy 1.22 of the Future Land Use Element (FLUE) states that no commercial node shall be expanded unless 70% of the subject node’s land area (less rights-of-way) is developed. There are, however, some exceptions to the 70% development threshold. One of those exceptions is when adjustment of a node boundary is necessary to compensate for existing or proposed right-of-way which was included within the node boundary and in the node size calculation, and where the node expansion will not exceed the acreage represented by the right-of-way. In this proposed land use map amendment and rezoning, the subject ±.075 acres is equivalent in size to the area being dedicated for right-of-way. Consequently, there is no net increase in commercial area, and the land use amendment will not result in an expansion of the commercial node. Therefore, the proposed amendment is consistent with FLUE Policy 1.22.

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:

1. The proposed amendment will correct a mistake in the approved plan;

2. The proposed amendment will correct an oversight in the approved plan;

3. The proposed amendment is warranted based on a substantial change in circumstances affecting the subject property; or

4. 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 fourth criterion. In this case, the ±.075 acres of C/I land use designation being lost with the right-of-way dedication is being replaced with the redesignation of ±.075 acres to C/I. Since there will be no net increase in commercial acreage resulting from the requested land use change, the land use change will not result in an expansion of the commercial node. For that reason, the proposed amendment meets the fourth criterion of Future Land Use Element Policy 14.3 and is consistent with Future Land Use Element Policy 14.3.
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 plan policies and objectives. Based upon that analysis, staff determined that the request is consistent with the Comprehensive Plan.

Compatibility with the Surrounding Area

Overall, the size of the area proposed for designation to C/I is small. Therefore, there will be no significant change in the compatibility of the subject ±.075 acres with the surrounding properties. As proposed, .91 acres of the subject property's original .98 acres will remain designated as L-1 and zoned RM-3, and the result will be a continuation of the existing land use designation and zoning districts to the west. Also, the subject property is separated from properties to the north and south by Quay Dock Road and 67th Street right-of-ways, respectively. Those right-of-ways provide separation between the subject property and adjacent properties. Consequently, changing the subject ±.075 acre property to C/I and rezoning the property to CL will not create any incompatibilities between the subject property and the properties to the north, south and east.

Potential Impact on Environmental Quality

Because the subject property is a wooded site with the potential for protected trees, an environmental assessment will be done prior to issuance of a land development permit. No other adverse environmental impacts associated with this request are anticipated. Quay Dock road is currently listed as an historic road; however, the redesignation of the subject ±.075 acres will have no effect on the historical significance of Quay Dock Road.

CONCLUSION

Based on the analysis, staff has determined that the requested land use designation and zoning district are compatible with the surrounding area, consistent with the goals, objectives, and policies of the Comprehensive Plan, and are exempt from the concurrency test. 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 approve the proposed Future Land Use Map amendment to change the site's land use designation from L-1 to C/I and to rezone the subject property from RM-3 to CL.
ATTACHMENTS

1. Summary Page
2. Land Use Designation Amendment Application
3. Rezoning Application
4. Ordinance Future Land Use Amendment
5. Ordinance Zoning
6. Planning and Zoning Commission meeting minutes, November 13, 2008
SUMMARY PAGE

GENERAL

Location: Approximately 140 feet east of US 1, between Quay Dock Road to the north and 67th Street to the south.

Acreage: ±0.075 acre

Existing Land Use Designations: L-1 Low-Density Residential-1 (up to 3 units/acre)

Requested Land Use Designation: C/I, Commercial/Industrial

Existing Zoning: RM-3, Multiple-Family Residential District (up to 3 units/acre)

Requested Zoning: CL, Limited Commercial

Existing Land Use: Wooded lot

ADJACENT LAND

North: Single Family Residence; zoned RM-3 (up to 3 units/acre)

South: Single Family Residence; zoned RM-3 (up to 3 units/acre)

East: Wooded Lot; zoned RM-3 (up to 3 units/acre)

West: Wooded Lot; zoned CL, Limited Commercial

PUBLIC NOTIFICATION

<table>
<thead>
<tr>
<th>Planning and Zoning Commission</th>
<th>Board of County Commissioners</th>
</tr>
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<tr>
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<td>Steven Deardeuff October 29, 2008</td>
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<tr>
<td>Steven Deardeuff November 24, 2008</td>
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<tr>
<td># of Surrounded Property Owner Notice</td>
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<td>Date Notification Mailed</td>
<td>October 29, 2008</td>
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STAFF RECOMMENDATION

Approval

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 - 2006-06-0290-0202

<table>
<thead>
<tr>
<th>Name:</th>
<th>Realtors Association of Indian River County, Inc.</th>
<th>Applicant (Contract Purchaser): &quot;same&quot;</th>
<th>Agent: Kimley-Horn and Associates, Inc.</th>
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<tr>
<td>Complete Mailing Address:</td>
<td>2182 Ponce De Leon Circle, Vero Beach, FL 32960</td>
<td>601 21st Street, Suite 300, Vero Beach, FL 32960</td>
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</tr>
<tr>
<td>Phone #: (including area code)</td>
<td>(772) 567-3510</td>
<td>772/794-4043</td>
<td></td>
</tr>
<tr>
<td>Fax #: (including area code)</td>
<td>772-778-6490</td>
<td>772/562-9689</td>
<td></td>
</tr>
<tr>
<td>E-Mail:</td>
<td><a href="mailto:lauren@laurenconnolly.com">lauren@laurenconnolly.com</a></td>
<td><a href="mailto:jimi.vitter@kimley-horn.com">jimi.vitter@kimley-horn.com</a></td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Lauren Connolly</td>
<td>James G. Vitter, II, P.E.</td>
<td></td>
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Signature of Owner or Agent: [Signature]

Property Information

Site Address: 6735 US 1, Vero Beach, FL

Site Tax Parcel I.D. #: 32-39-1000000100000009, 1

Subdivision Name, Unit Number, Block and Lot Number (if applicable)

Existing Land Use Designation: 1-1
Existing Zoning District: RM-3

Requested Land Use Designation: CL
Requested Zoning District: CL

Total (gross) Acreage of Parcel: 1.03
Acreage (net) to be Amended: .075

Existing Use on Site: Vacant

Proposed Use on Site: Office Building

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.

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<tr>
<td>Complete Mailing Address: 2182 Ponce De Leon Circle Vero Beach, FL 32960</td>
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<tr>
<td>Phone #: (including area code) 772/567-3510</td>
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<tr>
<td>Fax #: (including area code) 772/778-6490</td>
</tr>
<tr>
<td>E-Mail: <a href="mailto:lauren@laurenconnolly.com">lauren@laurenconnolly.com</a></td>
</tr>
<tr>
<td>Contact Person: Lauren Connolly</td>
</tr>
<tr>
<td>Signature of Owner or Agent: Carol</td>
</tr>
</tbody>
</table>

Property Information

Site Address: 6735 US 1, Vero Beach, FL

Site Tax Parcel I.D. #: 32-39-1000000-100000006.1

Subdivision Name, Unit Number, Block and Lot Number (if applicable)

Existing Zoning District: L-1
Requested Zoning District: C/1
Total (gross) Acreage of Parcel: 1.03
Acreage (net) to be Rezoned: 0.75
Existing Use on Site: Vacant
Proposed Use on Site: Office Building

Attachment 3
141
AN ORDINANCE OF INDIAN RIVER COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION FOR ± .075 ACRES LOCATED NORTH OF 67TH STREET AND APPROXIMATELY 140 FEET EAST OF US. 1 FROM, L-1 LOW DENSITY RESIDENTIAL-1 (UP TO 3 UNITS PER ACRE), TO C/I, COMMERCIAL/INDUSTRIAL; AND PROVIDING CODIFICATION, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners adopted the Indian River County Comprehensive Plan on February 13, 1990, and

WHEREAS, the Board of County Commissioners substantially revised and updated the Indian River County Comprehensive Plan on March 17, 1998, based on the recommendations of the county's Evaluation and Appraisal Report, and

WHEREAS, the Local Planning Agency held a public hearing on this comprehensive plan amendment request on November 13, 2008 after due public notice, and

WHEREAS, the Local Planning Agency voted 5 to 0 to recommend approval of this comprehensive plan amendment to the Board of County Commissioners, and

WHEREAS, this Comprehensive Plan Amendment meets the criteria established in Chapter 163.3187(1)(c), FS, for small scale development amendments, and

WHEREAS, the Board of County Commissioners of Indian River County held a Comprehensive Plan Amendment Adoption Public Hearing on December 9, 2008 after advertising pursuant to Chapter 163.3187(1)(c), FS and Chapter 125.66(4), FS;

NOW, THEREFORE, BE IT ORDAINED, by the Board of County Commissioners of Indian River County, Florida, that:
ORDINANCE NO. 2008-_____

SECTION 1. Comprehensive Plan Amendment Adoption and Transmittal

The amendment to the Indian River County Comprehensive Plan identified in Section 2 is hereby adopted as a small scale development amendment, and the Board of County Commissioners directs staff to transmit one (1) copy of the amendment to the State of Florida Department of Community Affairs and one (1) copy to the Treasure Coast Regional Planning Council.

SECTION 2. Amendments to the Comprehensive Plan

The land use designation of the following described property situated in Indian River County, Florida to wit:

A PARCEL OF LAND BEING A PORTION OF LOT 12, BLOCK 4, PLAT OF JENNINGS ADDITION TO QUAY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 15 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 4, PLAT OF JENNINGS ADDITION TO QUAY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 15 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID BLOCK 4 NORTH 00 00' 57" WEST A DISTANCE OF 10.00 FEET; THENCE PROCEED SOUTH 89 44' 56" EAST A DISTANCE OF 140.00 FEET TO THE WEST LINE OF THE WEST 10.18 ACRES OF THE EAST 20.38 ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 32 SOUTH, RANGE 39 EAST; THENCE PROCEED NORTH 00 00' 57" WEST ALONG SAID WEST LINE A DISTANCE OF 188.10 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF QUAY DOCK ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 69 07' 49" EAST A DISTANCE OF 18.92 FEET; THENCE PROCEED SOUTH 00 00' 57" EAST A DISTANCE OF 181.44 FEET; THENCE PROCEED NORTH 89 44' 56" WEST A DISTANCE OF 17.68 FEET TO THE POINT OF BEGINNING. CONTAINING 0.075 ACRES PLUS OR MINUS.

SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESERVATIONS AND RESTRICTIONS, IF ANY.

SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA
ORDINANCE NO. 2008-________

is changed from L-1, Low Density Residential-1 (up to 3 units/acre), to C/I, Commercial Industrial, and the Future Land Use Map is hereby revised accordingly.


All previous ordinances, resolutions, or motions of the Board of County Commissioners of Indian River County, Florida, which conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. Severability

It is declared to be the intent of the Board of County Commissioners that if any provision of this ordinance and therefore, the Indian River County Comprehensive Plan Amendment is for any reason finally held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions.

SECTION 5. Effective Date

Unless challenged, the effective date of this ordinance, and therefore, this plan amendment, shall be January 9, 2009. If challenged, the effective date of this ordinance, and therefore, this plan amendment, shall be the date a final order is issued by the Department of Community Affairs or Administration Commission finding the amendment in compliance with Section 163.3184, Florida Statutes, whichever occurs earlier.

Approved and adopted by the Board of County Commissioners of Indian River County, Florida, on this ___ day of December 2008.

This ordinance was advertised in the Press-Journal on the 24th day of November, 2008 for a public hearing to be held on the ___ day of December, 2008, at which time it was moved for adoption by Commissioner ______________, seconded by Commissioner ______________, and adopted by the following vote:

Wesley S. Davis, Chairman
Joseph E. Flescher, Vice Chairman
Gary C. Wheeler, Commissioner
Peter D. O'Bryan, Commissioner
Bob Solari, Commissioner
BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY

BY: _______________________________________

Wesley S. Davis, 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
AN ORDINANCE OF INDIAN RIVER COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE AND ZONING MAP FOR ± .075 ACRES LOCATED NORTH OF 67TH STREET AND APPROXIMATELY 140 FEET EAST OF US. 1 FROM RM-3, MULTI-FAMILY RESIDENTIAL DISTRICT (UP TO 3 UNITS PER ACRE), TO CL, LIMITED COMMERCIAL 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 PARCEL OF LAND BEING A PORTION OF LOT 12, BLOCK 4, PLAT OF JENNINGS ADDITION TO QUAY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 15 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 4, PLAT OF JENNINGS ADDITION TO QUAY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 15 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID BLOCK 4 NORTH 00° 09' 57" WEST A DISTANCE OF 10.00 FEET; THENCE PROCEED SOUTH 89° 44' 56" EAST A DISTANCE OF 140.00 FEET TO THE WEST LINE OF THE WEST...
ORDINANCE NO. 2008-____  

10.18 ACRES OF THE EAST 20.38 ACRES OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 32 SOUTH, RANGE 39 EAST;  
THENCE PROCEED NORTH 00 00' 57" WEST ALONG SAID WEST LINE A  
DISTANCE OF 188.10 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF QUAY DOCK  
ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 69 07' 49"  
EAST A DISTANCE OF 18.92 FEET; THENCE PROCEED SOUTH 00 00' 57" WEST A  
DISTANCE OF 181.44 FEET; THENCE PROCEED NORTH 89 44' 56" WEST A  
DISTANCE OF 17.68 FEET TO THE POINT OF BEGINNING. CONTAINING 0.075  
ACRES PLUS OR MINUS.  

SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESERVATIONS AND RESTRICTIONS, IF ANY.  

is changed from RM-3, Multi Family Residential District (up to 3 units/acre), to CL, Limited  
Commercial District.  

All with the meaning and intent and as set forth and described in said Land Development  
Regulations.  

Unless the companion land use amendment ordinance is challenged, this ordinance shall  
become effective January 9, 2009. If challenged, the effective date of this ordinance, and therefore,  
this rezoning request, shall be the date a final order is issued by the Department of Community  
Affairs or Administration Commission finding the amendment in compliance with Section 163.3184,  
Florida Statutes, whichever occurs earlier.  

Approved and adopted by the Board of County Commissioners of Indian River County,  
Florida, on this 9th day of December, 2008.  

This ordinance was advertised in the Press-Journal on the 24th day of November, 2008 for a  
public hearing to be held on the ___ day of December, 2008, at which time it was moved for  
adoption by Commissioner _____________, seconded by Commissioner __________,  
and adopted by the following vote:  

Wesley S. Davis, Chairman  
Joseph E. Flescher, Vice Chairman  
Gary C. Wheeler, Commissioner  
Peter D. O'Bryan, Commissioner  
Bob Solari, Commissioner  

BOARD OF COUNTY COMMISSIONERS  
OF INDIAN RIVER COUNTY
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
PLANNING AND ZONING COMMISSION

There was a meeting of the Indian River County (IRC) Planning and Zoning Commission (P&Z) on Thursday, November 13, 2008 at 7:00 p.m. in the Commission Chambers of the County Administration Building, 1801 27th Street, Vero Beach, Florida. You may hear an audio of the meeting; review the meeting agenda, backup material and the minutes on Indian River County website www.ircgov.com/Boards/PZC/2008.

Present were members: Vice Chairman Craig Fletcher, District 3 Appointee; Donna Keys, District 1 Appointee; Gerard Weick, District 2 Appointee; Greg Smith, District 4 Appointee; and Dr. Richard Baker, Member-at-Large.

Absent were Chairman George Hamner, Member-at-Large; George Lawrence, District 5 Appointee and Carol Johnson, non-voting School Board Liaison (all excused).

Also present was IRC staff: William G. Collins II, County Attorney; Bob Keating, Community Development Director; Stan Boling, Planning Director; John McCoy and Steven Deardeuff, Senior Planners; and Reta Smith, Recording Secretary.

Call to Order and Pledge of Allegiance (7:14:32)

Vice Chairman Fletcher called the meeting to order and led all in the Pledge of Allegiance.

Approval of Minutes (7:15:05)

ON MOTION BY Ms. Keys, SECONDED BY Mr. Smith, the members voted unanimously (5-0) to approve the minutes of the EAR Public Workshop of September 30, 2008, as presented.

ON MOTION BY Ms. Keys, SECONDED BY Mr. Weick, the members voted unanimously (5-0) to approve the minutes of the meeting of October 23, 2008, as presented.
Item Not on Consent (7:15:54)

Vice Chairman Fletcher read the following into the record:

A. Shoppes at Vero Beach: Request for major site plan and preliminary plat approval for a shopping center to be known as the Shoppes at Vero Beach. RM-Trion Shoppes at Vero Beach, Owner. Degirolmo & Associates, Inc., Agent. Located at the north side of SR60, east of 90th Avenue, and south of Paradise Park. Zoning Classification: CG, General Commercial. Land Use Designation: C/I, Commercial/Industrial. (SP-MA-08-10-37/2004050025-62230) [Quasi-Judicial]

The secretary administered the testimonial oath to those present who wished to speak at tonight's meeting on any quasi-judicial items.

Mr. John McCoy, IRC Senior Planner (7:17:24), reviewed the information contained in his memorandum dated November 5, 2008, a copy of which is on file in the Commission Office. He clarified page three of the staff report said there were 3.34 acres that would become a conservation area; however a portion of the area where the mitigation would occur was already publicly owned, so the area would not become a conservation area because it already was. Mr. McCoy continued part of the area needed enhancement, which was what the applicant proposed to do as part of his mitigation for upland, so it was actually only 2.42 acres that would become a conservation easement with the other portion being an enhancement of already publicly owned property.

Mr. Weick noted the houses to the north of the subject property were fairly close to the setback and there was no berm (7:28:37). Mr. McCoy explained in that area there was a four foot black vinyl chain link fence and the rest was all vegetation to make a six foot opaque feature. He added there was also a requirement for loading docks to be screened with an eight foot wall to contain loading activities.

Vice Chairman Fletcher opened the public hearing at 7:17 p.m. and since no one wished to speak, the public hearing was closed.

Dr. Baker noted the wetlands to the west would be made into a dry retention area and wondered why we needed to have a dry retention when there were already nice wetlands at the site.
Mr. Brian DeGirolmo, the Civil Engineer on the project (7:36:23), explained the site was designed so stormwater would flow initially into the dry retention area in the northwest quadrant of the site and fill up there before it then overflowed into the wet retention area, and would eventually make its way to the south and outfall into the Department of Transportation canal.

Dr. Baker noted there were live oak trees clustered together in two areas in the center and the south of the site, and hoped the design could be changed somewhat to preserve the trees.

Discussion followed about mitigation.

Mr. Barney Lombardi, LM Development, 6051 North University Drive, Davie, Florida (7:44:34), representing the applicant, said he would love to do whatever was possible to conserve the oaks; however there were a number of design criteria they were faced with so there was very little flexibility. Mr. Lombardi stated if they tried to preserve the cluster of oak trees, there would have to be such an expansive area around them the site would not be developable to the extent that could warrant the economics involved.

Mr. Weick asked if the applicant had considered moving the trees.

Mr. Lombardi said they had thought about moving the trees but it was his understanding you would probably not be successful in transplanting trees of this nature. Dr. Baker and Mr. Weick related trees of that size had been moved for other projects.

Ms. Lisa Fraser, Environmental Planner at Kimley-Horn & Associates, 601 21st Street, Vero Beach (7:51:57), stated in accordance with County code she was to identify the upland area that was considered the best to be preserved. She related the majority of the site had been highly impacted by past use and there were a lot of invasive species on the site, also the area had been used by indigents. Ms. Fraser explained the pine flatwoods on the site came out to have the highest indicators of an intact natural system and that was where they wanted to concentrate the preservation efforts on, as well as the wetland to the west.

Discussion ensued.

Attorney Bruce Barkett, 756 Beachland Boulevard, Vero Beach (7:57:44), representing the applicant, said his client had authorized him to...
tell the members they would commit to looking into moving the trees in question.

7:59:05
ON MOTION BY Mr. Smith, SECONDED BY Ms. Keys, the members voted (4-1) to approve the request according to staff's recommendation. Dr. Baker opposed.

Public Hearings (7:59:38)

Vice Chairman Fletcher read the following into the record:

A. Realtors Association of Indian River County, Inc's Request to Amend the Future Land Use Map to Redesignate 0.075 Acres From L-1 to C/I; and to Rezone the 0.075 Acres from RM-3 to CL. Plan Amendment Number: LUDA 2006060290-63102 RZON NUMBER: 2006060290-63103 [Legislative]

Mr. Steven Deardeuff, IRC Senior Planner (8:00:24), reviewed the information contained in his memorandum dated October 29, 2008, a copy of which is on file in the Commission Office.

Vice Chairman Fletcher opened the public hearing at 7:50 p.m. (8:05:42).

Mr. Robert Hamilton, 3135 67th Street, Winter Beach, Florida (8:05:58), noted Quay Dock Road was a historic road and it was his understanding it could not be used to access the site. Mr. Stan Boling, IRC Planning Director, clarified the site had frontage on U.S. Highway #1 (U.S. #1) and 67th Street as well as Quay Dock Road and the applicant had an option not to access Quay Dock Road.

Mr. Hamilton wanted to know if 67th Street would be repaved. Mr. Boling advised 67th Street would have to be improved at least to the driveway for the business and then a little beyond that for transition.

Mr. Hamilton asked if there were any plans for a northbound right turn lane off U.S. #1 into that area. Mr. Boling said the commercial site was fairly small and he would be surprised if there would be enough development to warrant a turn lane.
Mr. Hamilton related his family owned seven acres on the south side of the subject property and asked if the rezoning would affect his property or his taxes. Mr. Boling responded Mr. Hamilton's zoning would stay the same.

Vice Chairman Fletcher closed the public hearing at 7:54 p.m.

8:09:28
ON MOTION BY Ms. Keys, SECONDED BY Mr. Weick, the members voted unanimously (5-0) to approve staff's recommendation.

Vice Chairman Fletcher read the following into the record:

B. Consideration of Amendments to Restrictions on Parking Commercial Vehicles in Residential Areas; LDR Chapters 901, 911, and 912 [Legislative]

Mr. Boling reviewed the information contained in his memorandum dated October 24, 2008, a copy of which is on file in the Commission Office (8:10:26).

Ms. Keys suggested adding box trucks to the exclusion list. Mr. Boling observed most box trucks were nine feet or taller, and he felt the height dimension would probably be a good way to regulate this issue.

Mr. Smith noted many electricians or plumbers had what he would call box trucks, and wondered if those would be restricted. Both he and Vice Chairman Fletcher stressed they did not want to impact the small businessman who parked his truck at his home.

Discussion followed.

8:37:55
ON MOTION BY Mr. Weick, SECONDED BY Ms. Keys, the members voted (2-3) to approve staff's recommendation. Vice Chairman Fletcher, Mr. Smith and Dr. Baker opposed. The motion failed.
ON MOTION BY Ms. Keys, SECONDED BY Mr. Smith, the members voted (4-1) to approve staff's recommendation with the elimination of the rack restriction and have staff come up with some wording on booms. Mr. Weick opposed.

Commissioners Matters (8:40:16)

Ms. Keys recalled during recent meetings involving the Evaluation and Appraisal Report (EAR) there was discussion regarding changes on sewer hook-up requirements for the Barrier Island, and asked for clarification on this issue. Mr. Keating explained the EAR was only a guide to what would be done next year when the Comprehensive Plan (Comp Plan) was amended, and at this time there was no specific wording. He stated basically the EAR said the policy should be amended so hook up to sewer would be required when available; however this would be much more specific when the Comp Plan amendments were discussed.

Discussion followed about St. Johns River Water Management recommendations regarding monitoring wells in connection with mining regulations.

Planning Matters (8:46:31)

Mr. Boling reminded the members there would be a special hearing on mining regulations on Wednesday, November 19, 2008, and briefly described the upcoming backup for that meeting.

Attorney's Matters (8:49:38)

None.

There being no further business, the meeting was adjourned at 8:35 p.m.

Craig Fletcher, Vice Chairman Date

Reta Smith, Recording Secretary Date

November 13, 2008
MEMORANDUM

To: Board of County Commissioners

From: Marian E. Fell, Senior Assistant County Attorney

Date: November 26, 2008

Re: Notice of Scheduled Public Hearing on December 16, 2008 to Amend Certain Sections of the Animal Control Ordinance codified at Chapter 302 of the Indian River County Code

In accordance with the permission to advertise granted November 18, 2008, notice is hereby provided that the Board of County Commissioners will hold a public hearing to amend certain sections of the Animal Control Ordinance codified at Chapter 302 of the Indian River County Code. The ordinance amendments include provision for three-year licenses for three-year vaccinations; clarification of the administrative procedures involved in the investigation of a dog involved in a biting or attack incident to include an appeals process. Following the public hearing to amend the Animal Control Ordinance, staff will present a Resolution setting forth revised fees for one and three-year licenses. The drafts of the proposed Ordinance and Resolution are available in the Office of the Clerk to the Board.

Approved BCC Agenda 12/02/08

By: William G. Collins II, County Attorney
TO: Joseph A. Baird, County Administrator

FROM: Stan Boling, AICP; Planning Director

DATE: November 21, 2008

SUBJECT: Notice of Scheduled Public Hearing for Upcoming Board Meeting

It is requested that the following information be given formal consideration by the Board of County Commissioners at its regular meeting of December 9, 2008.

DESCRIPTION AND CONDITIONS:

Please be advised that the following public hearing item has been scheduled for Board consideration:

December 16, 2008

1. Consideration of Amendments to Restrictions on Parking Commercial Vehicles in Residential Areas; LDR Chapters 901, 911, and 912 (LEGISLATIVE)

RECOMMENDATION:

The above referenced public hearing item is provided for the Board’s information. No action is needed at this time.

APPROVED AGENDA ITEM:

FOR: December 9, 2008

BY: Joseph A. Baird
INIAN RIVER COUNTY, FLORIDA
MEMORANDUM

TO: Joseph A. Baird, County Administrator

DEPARTMENT HEAD CONCURRENCE:

Robert M. Keating, AICP
Community Development Director

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

DATE: December 2, 2008

SUBJECT: Review of the Affordable Housing Advisory Committee 2008 Incentives Review and Recommendation Report

It is requested that the following information be given formal consideration by the Board of County Commissioners at its regular meeting on December 9, 2008.

DESCRIPTION AND CONDITIONS

As part of HB 1375 which was enacted in 2007, the Legislature revised section 420.9076, F.S. to require that local governments establish a local Affordable Housing Advisory Committee (AHAC). On March 18, 2008, the Indian River County Board of County Commissioners approved resolution 2008-038 to establish Indian River County's AHAC. According to state law, the principal responsibility of the AHAC is to submit a report to the local governing body that includes a recommendation on or evaluation of the affordable housing incentives identified in Paragraphs A through K of Section 420.9076 (4), F.S..

Consistent with the provisions of section 420.9076 F.S., each AHAC must review the local government's established policies and procedures, ordinances, land development regulations, and comprehensive plan and must recommend specific actions or initiatives to encourage or facilitate affordable housing, while protecting the ability of property to appreciate in value. According to HB 1375, the AHAC report is due to the Board of County Commissioners by December 31, 2008.

By May 2009, the county must submit an electronic version of the report to the Florida Housing
Finance Corporation (FHFC). This submittal must occur in conjunction with the transmittal of the County's next Local Housing Assistance Plan to the FHFC. That proposed plan is due to the FHFC by May 2009. After the initial submission, reports are required to be submitted triennially on December 31 of the year preceding the submission of the Local Housing Assistance Plan (LHAP) update.

Section 420.9076 (4) F.S. requires that, at a minimum, each advisory committee shall submit a report to the local governing body that includes recommendations on affordable housing incentives in the following areas:

a. The processing of approvals of development order or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.
b. The modification of impact fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
c. The allowance of flexibility in densities for affordable housing.
d. The reservation of infrastructure capacity for housing for very low income persons, low income persons, and moderate income persons.
e. The allowance of affordable accessory residential units in residential zoning districts.
f. The reduction of parking and setback requirements for affordable housing.
g. The allowance of flexible lot configuration, including zero-lot-line configurations for affordable housing.
h. The modification of street requirements for affordable housing.
i. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
j. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
k. The support of development near transportation hubs and major employment centers and mixed use developments.

ANALYSIS

At its meetings in June, July, and August 2008, the Indian River County Affordable Housing Advisory Committee reviewed the draft Evaluation and Appraisal Report (EAR) of the Housing Element of the county's comprehensive plan. In so doing, the AHAC considered Indian River County's current affordable housing incentives as well as new affordable housing strategies and policies proposed in the EAR. Through this process, the AHAC reached consensus and provided direction to staff on the existing and proposed strategies and policies. By assessing the county's affordable housing incentives and strategies, the AHAC addressed the affordable housing incentives referenced in paragraphs A through K of Section 420.9076(4) F.S.

At an advertised public hearing held on November 19, 2008, the Indian River County Affordable Housing Advisory Committee recommended that the Board of County Commissioners approve the AHAC report and direct the staff to submit a copy of the report to the Florida Housing Finance Corporation by December 31, 2008. A copy of the AHAC report is included with this staff report as Attachment 1.

As structured, the AHAC report is a compilation and evaluation of the county's current affordable housing incentives, the incentives referenced in Section 420.9076(4) F.S., and new affordable housing strategies and policies proposed in the EAR. For each incentive, the report includes a description, reference to existing county regulations, analysis, and recommendations. The AHAC report indicates that the county has already adopted most of the affordable housing incentives identified in paragraphs A through K of Section 420.9076(4) F.S.
As indicated in the AHAC report, some of the county's existing incentives need minor revisions. These revisions will be undertaken through amendments to the county's comprehensive plan and the county's Land Development Regulations (LDRs). These plan and LDR amendments will be done in 2009.

At this time, the Board needs to review the AHAC report, identify any changes needed to the report, and approve the AHAC report for transmission to the FHFC for its review.

CONCLUSION

Currently, Indian River County provides most of the affordable housing incentives listed in paragraphs A through K of Section 420.9076 F.S. In the past, these incentives have resulted in non-profit housing organizations and for-profit affordable housing developers providing affordable housing in the county.

As structured, the AHAC report identifies the county's existing affordable housing incentives and provides an analysis of those incentives with respect to the items listed in paragraphs A through K of Section 420.9076 F.S. The report also identifies any changes or additions needed to the existing incentives. Lastly, the report identifies five new affordable housing strategies to be established.

AHAC REPORT RECOMMENDATIONS

Based on the analysis, the AHAC report states that the county should maintain its affordable housing incentives with the following revisions and additions:

- Revise policy 1.5 of the Housing Element to indicate that the county is establishing a web-based online permitting process
- Revise policy 4.3 of the Housing Element to change the term “water and sewer impact fees” to “water and sewer capacity charges”.
- Revise policy 4.4 of the Housing Element to reflect the county’s current list of SHIP program strategies
- Revise policy 2.5 of the Housing Element and Section 911.14(4) of the county’s LDRs relating to affordable housing density bonuses to correspond to the county’s current landscape requirements. Also, change market value for affordable housing units to 2½ times the county annual median income
- Revise policy 2.4 of the housing element relating to an inventory of county owned surplus land to correspond to new state requirements
- Add a new policy under objective 1 of the Housing Element to support housing developments near transportation hubs, major employment centers and mixed use developments by expediting the permit process for these types of housing projects
- Assist non-profit housing organizations in establishing Community Land Trusts (CLT)
- Assist non-profit organizations in establishing Community Development Corporations (CDC)
- Assist employers with establishing employer assisted housing programs
- Create a new private/public housing trust fund
- Expedite permits for housing projects utilizing new construction technologies, including green building programs

RECOMMENDATION

The Affordable Housing Advisory Committee and staff recommend that the Board of County
Commissioners adopt the attached resolution approving the AHAC report, direct staff to submit a copy of the report to the FHFC by December 31, 2008, and direct staff to revise the Local Housing Assistance Plan to incorporate the recommendations contained in the AHAC report.

ATTACHMENT

1. AHAC Report
2. Approval Resolution for AHAC report

Approved Agenda Item:

For: December 9, 2008
By: Joseph A. Baird

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Indian River County
Affordable Housing Advisory Committee

2008 Incentives Review and Recommendation Report

Community Development Department
Indian River County
1801 27th Avenue
Vero Beach, Florida 32962
(772) 226-1237

Approved by the Affordable Housing Advisory Committee at a Public Hearing on November 19, 2008

Approved by the Board of County Commissioners
December 9, 2008

Resolution No. 2008-______

ATTACHMENT 1
INTRODUCTION

With passage of HB 1375 in 2007, local governments were required to establish an Affordable Housing Advisory Committee (AHAC) by June 1, 2008. In Indian River County, the Board of County Commissioners created an Affordable Housing Advisory Committee on March 18, 2008. According to HB 1375, each AHAC must review the local government's established policies and procedures, ordinances, land development regulations and comprehensive plan and must recommend specific actions or initiatives to encourage or facilitate affordable housing, while protecting the ability of property to appreciate in value. The first AHAC report is due to the Board of County Commissioners by December 31, 2008.

By May 2, 2009, the county must submit an electronic version of the report to the Florida Housing Finance Corporation (FHFC). This submittal must occur in conjunction with the transmittal of the County’s next Local Housing Assistance Program update to the FHFC. That update is due to the FHFC by May 2009. After the initial submission, reports are required to be submitted triennially on December 31 of the year preceding the submission of the Local Housing Assistance Plan (LHAP) update.

Section 420.9076 (4) F.S. requires that, at a minimum, each advisory committee shall submit a report to the local governing body that includes recommendations on affordable housing incentives in the following areas:

A. The processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.
B. The modification of impact fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
C. The allowance of flexibility in densities for affordable housing.
D. The reservation of infrastructure capacity for housing for very low income persons, low income persons, and moderate income persons.
E. The allowance of affordable accessory residential units in residential zoning districts.
F. The reduction of parking and setback requirements for affordable housing.
G. The allowance of flexible lot configuration, including zero-lot-line configurations for affordable housing.
H. The modification of street requirements for affordable housing.
I. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
J. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
K. The support of development near transportation hubs and major employment centers and mixed use developments.
BACKGROUND

In February, 1990, the Indian River County Board of County Commissioners adopted the Indian River County Comprehensive Plan. In the Housing Element of that plan, Policy 1.3 stated:

“An advisory committee shall be appointed by the Board of County Commissioners to provide additional guidance on county housing policies. Comprised of representatives of the housing industry, financial institutions, Housing Authority, and citizens, the committee shall be advisory and terminated upon acceptance of its final report. This committee shall submit a final report to the Board of County Commissioners by 1993…”

Consistent with Housing Policy 1.3, the Board of County Commissioners, on March 5, 1991, created a fifteen (15) member Indian River County Affordable Housing Advisory Committee (Resolution No. 91-29). That committee was comprised of representatives of the housing industry, financial institutions, and the Housing Authority, as well as citizens.

In April 1993, the Affordable Housing Advisory Committee voted to adopt and transmit the Committee’s Final Report to the Board of County Commissioners for its review and consideration. That final report was submitted to the Board of County Commissioners on May 25, 1993, and the original AHAC was then dissolved.

In 1992, the Florida Legislature established the State Housing Initiatives Partnership (SHIP) program. The purpose of the SHIP program is to provide funds to local governments for the provision of affordable housing for qualifying households. In order to receive SHIP funds, the county was required to satisfy several requirements, including the creation of a Local Affordable Housing Advisory Committee to conduct a review of the county’s regulations and to develop a Local Housing Incentive Plan.

To obtain SHIP funds, the Board of County Commissioners adopted the Indian River County Local Housing Assistance Program (Ordinance #93-13) in April 1993. Consistent with the requirements of Section 420.9076, F.S. and Section 308.07 of the County Code, the Board of County Commissioners created the county’s second Affordable Housing Advisory Committee (AHAC) in 1993. The function of that committee was to review the County’s Local Housing Assistance Plan and develop local housing incentive strategies. Once established, that committee worked with staff and fulfilled all of the requirements of Section 420.9076, F.S.

On December 13, 1994, the Board of County Commissioners adopted the final Indian River County Affordable Housing Incentive Plan with resolution number 94-162. That plan which remains in effect includes many of the affordable housing incentives listed in paragraphs A through K of Section 420.9076(4) F.S. The second AHAC was dissolved in 2001.

Since adoption of the plan, the county’s affordable housing incentives have been utilized by for-profit and non-profit housing developers and organizations to provide affordable housing within the county. Through these incentives, 2,643 affordable rental housing units were constructed between 1993 and 2008. Also during that time, 1,441 income
eligible individuals were assisted with the purchase of a home and/or rehabilitation of a housing unit.

On March 18, 2008, the Board of County Commissioners approved resolution No. 2008-038, establishing the Indian River County Affordable Housing Advisory Committee (AHAC). Subsequently, the Board appointed members to the AHAC on May 6, 2008.

AHAC met on the following dates:

- June 5, 2008
- July 17, 2008
- August 20, 2008
- November 19, 2008 (Public Hearing)

**ANALYSIS**

In this section, each of the Chapter 420.9076(4), F.S. requirements, A through K, is addressed. For each of the requirements, current citations from the county’s Comprehensive Plan and Land Development Regulations (LDRs) are provided. Each section also includes analysis and recommendations.
A. The process of approvals of development orders or permits, as defined in s.163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.

Section 163.3164(7), F.S. defines a development order as “any order granting, denying, or granting with conditions an application for a development permit.” Section 163.3164(8), F.S. defines a development permit to “include any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land”.

In Indian River County, permits for affordable housing projects are expedited to a greater degree than other projects. Established policies and procedures for expedited permitting are found in Policies 1.5 and 1.6 of the Housing Element. These policies read as follows:

**POLICY 1.5:** By 2000, the county shall assess its existing permit processing procedure and, if warranted, establish a full one-stop permitting process.

**POLICY 1.6:** The county shall take all necessary steps to eliminate delays in the review of affordable housing development projects. In order to define delay, the county hereby establishes the following maximum timeframes for approval of projects when an applicant provides needed information in a timely manner:

- Administrative approval - 5 days;
- Minor site plan - 5 weeks;
- Major site plan - 6 weeks;
- Special exception approval - 13 weeks

Whenever these review times increase by 150% or more due to the workload of review staff, the county will begin prioritizing the review of affordable housing development projects. In prioritizing affordable housing development project applications, staff will schedule affordable housing project applications for review before other types of project applications to ensure that maximum review timeframes are not exceeded for affordable housing projects.

**ANALYSIS:**

While Policy 1.5 of the housing element, which calls for the county to establish a one stop permit process, was not implemented, the county is, instead, in the process of establishing a full web-based permitting process. Many of the components of web-based permitting are now available, and the remaining components should be in place by 2009.

Consistent with Policy 1.6, the Community Development Department processes affordable housing projects ahead of all other projects. This has been done since 1994. For each affordable housing project application, planning staff notifies other reviewing departments in writing that the application is an affordable housing project and must be reviewed ahead of all other projects. Overall, this process has worked well, with affordable housing projects identified upfront and reviewing departments expediting
these project reviews. For major affordable housing projects, this process has saved applicants several weeks in application review/processing time.

**RECOMMENDATION:**

It is recommended that Housing Element Policy 1.5 be revised to indicate that the county is establishing a web-based online permitting process. In addition, the county should maintain Housing Element Policy 1.6, regarding prioritizing the permit process review of affordable housing development projects ahead of all other projects. No other action is needed.

**BOARD OF COUNTY COMMISSIONERS ACTION:**

Board of County Commissioners Approval of the AHAC Recommendation

Yes ☐ No ☐
B. The modification of impact fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

Impact fees and utility capacity charges are one-time charges applied towards new construction to obtain revenues necessary to make capital improvements. Overall, these impact fees and utility capacity charges increase the cost of housing. Legally, impact fees must be applied to all activities that create a demand for capital facilities. Consequently, impact fees cannot be waived or reduced. There are, however, alternative methods of fee payment to assist income eligible persons with the cost of impact fees and/or utility capacity charges.

Currently, Indian River County provides SHIP program loans and grants of up to $20,000.00 per unit to income eligible households for the cost of impact fees and utility capacity charges for new units. The county also provides SHIP loans and grants for existing units to connect to the county regional water and wastewater system. To obtain SHIP impact fee funds, applicants must execute loan or grant agreements with the county, indicating that they will comply with the county's Local Housing Assistance Program's requirements. These loans or grants are limited to income eligible households in the Very low Income (VLI) (not to exceed 50% of the county's median income), Low Income (LI) (51-80% of county's median income), and moderate income (MI) (between 81-120% of the county's median income) categories.

Besides providing impact fee loans and grants, the county also provides financing of water and sewer capacity charges for new units and existing units connecting to the county regional system. The following policies from the Housing Element of the Comprehensive Plan provide for financial assistance for payment of impact fees and connection charges for affordable housing units.

**POLICY 4.3:** The county shall maintain its ordinance which provides for the financing of water and sewer impact fees for newly constructed housing units.

**POLICY 4.4:** The County shall maintain its Housing Trust Fund which provides below-market interest rate financing and/or grants for land acquisition, downpayment/closing cost loans, impact fee payment loans, and rehabilitation loans for affordable housing units in the county. The fund will also assist non-profit facilitators with pre-development expenses associated with very low, low, and moderate income housing development. Some disbursements from the Housing Trust Fund will be grants, but the majority of funds will be revolving loans, with borrowers paying back principal and applicable interest into the trust, therefore ensuring a permanent source of financing.

**ANALYSIS:**

Impact fees and utility capacity charges are needed to provide revenue for constructing capital improvements necessary to accommodate growth. Overall, this impact fee revenue partially funds construction of major roadways, libraries, schools, parks, correctional facilities, fire/ems facilities, law enforcement facilities, solid waste facilities, and public buildings, as well as expansion of the county's regional water and
sewer system. Because these fees are based on fairshare payments by the people benefiting from the capital improvements, impact fees and utility capacity charges cannot be waived or reduced for any individual group or category of construction. On the other hand, these fees increase the cost of housing and put a burden on the production of affordable housing projects. To lessen the impact on affordable housing projects, the cost of impact fees may be paid by other funding sources.

Waiving impact fees does not eliminate the cost of the infrastructure that the impact fees are designed to pay for. Either new development or existing residents must pay the cost of needed infrastructure improvements. If new development, which puts additional demand on county facilities, does not pay its fair share of infrastructure cost through impact fees, then existing residents will have to pay those costs through higher fees or taxes.

While waiving or reducing impact fees for certain groups is not legal, impact fees for affordable units may be paid from other funding sources. In fact, the county provides impact fee loans and grants to extremely low, very low, and moderate income households thorough the SHIP program.

In the past, the county has provided impact fee grants and loans to eligible households as part of several CDBG neighborhood revitalization and housing projects. Also, the county provides impact fee loans associated with new home construction to all Habitat for Humanity clients. In addition, the county provides impact fee grants and loans to eligible individuals needing to connect to the county water or sewer system.

So far, the county provided more than 250 SHIP impact fee grants/loans. Since this program has been successful, the county should keep its SHIP Program impact fee assistance strategy for income qualified households.

RECOMENDATION:

The county should maintain Housing Element Policy 4.4, regarding payment of impact fees and water and wastewater capacity charges for income eligible households through SHIP funds. Policy 4.4 should, however, be revised to reflect the current list of SHIP program strategies, including the impact fee/capacity charge loan/grant strategy. The county should also revise Housing Element Policy 4.3, regarding financing of water and sewer impact fees for newly constructed housing units, to reflect the fact that water and sewer capacity charges can also be financed.

BOARD OF COUNTY COMMISSIONERS ACTION:

Board of County Commissioners Approval of the AHAC Recommendation

Yes □       No □
C. The allowance of flexibility in densities for affordable housing.

Within Indian River County, the future land use map and zoning district designations establish a maximum density or intensity for all properties. Overall, density is an important factor in forming the character of a community and the preferred lifestyle of its residents. While higher densities may result in lower housing costs, higher across the board densities do not always translate into lower housing prices. Consequently, the preferred method for reducing housing costs through increased density is to provide affordable housing density bonuses associated with affordable housing projects. Currently, Housing Policy 2.5 and LDR Section 911.14(4) provide affordable housing projects an up to a 20% density bonus over the maximum density established by the underlying land use designation.

Currently, Housing Element Policy 2.5 and Section 911.14(4) of the LDRs provide for affordable housing density bonuses. Section 171.41(9) of the LDRs provides for small lot subdivisions for affordable housing.

POLICY 2.5: The County shall maintain its affordable housing density bonus provision for planned development projects, allowing eligible affordable housing projects to receive up to a 20% density bonus based on the following table.

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<tr>
<th>Very Low Income (VLI) and Low Income (LI) Affordable Units as Percentage of Project's Total Units</th>
<th>Density Bonus (Percent increase in allowable units)</th>
<th>Additional Density Bonus for Providing Additional Buffer and Landscaping based on one of the following options (percent increase in allowable units)</th>
<th>Range of Possible Density Bonus Percentage (Percent increase in allowable units)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option I</td>
<td>Option II</td>
<td></td>
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<tr>
<td>Material equal to a 10' wide Type C buffer* with 6' opaque feature along residential district boundaries and 4' opaque feature along roadways</td>
<td>Material equal to a 20' wide Type B buffer* with 6' opaque feature along residential district boundaries and 4' opaque feature along roadways</td>
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<td>More than 10%</td>
<td>10%</td>
<td>10–20%</td>
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<td>5% or</td>
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<td>10%</td>
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*Buffer types are identified in Chapter 926 of the county's Land Development Regulations.
The County's Affordable Housing Density Bonus Provisions are Codified in Section 911.14(4) of the LDRs (See Attachment 1).

Another option to increase affordable housing project yields is the county's small lot subdivision allowance. Although the county's small lot subdivision regulations, section 971.41(9) of the county's land development regulations, do not have an allowance for density bonuses, the smaller lot configuration allows for more lots to be created. While a standard RS-6 parcel (single family residential up to 6 units per acre) has a minimum lot size of 7,000 square feet, the small lot subdivision regulation allows for lot sizes to be reduced to 5,000 square feet. While standard RS-6 zoning typically yields about 2.5 to 3 units per acre, a small lot subdivision can yield up to 5 units per acre.

The county's Small Lot Subdivision for Affordable Housing Projects are Codified in Section 971.41(9) of the LDRs (See Attachment 2).

ANALYSIS:

The allowance of an up to 20% density bonus for affordable housing projects and the county's small lot subdivision provision provide for the development of affordable housing projects with higher densities and/or higher yields. These provisions are appropriate tools for providing density increases for affordable housing projects. General density increases, however, are not acceptable in Indian River County and may not result in less expensive homes.

RECOMENDATION:

The county should maintain its affordable housing density bonus and small lot subdivision provisions for affordable housing projects. Because the 10' type 'C' buffer listed in the density table of section 911.14(4) is a buffer type that is no longer used in the county landscape code, the landscape buffer requirements of section 911.14(4) should be revised to correspond to the county's current landscape requirements. Also section 911.14(4)(a)1.a. of the LDRs should be revised to read "has a market value less than 2 ½ times the county annual median household income" instead of 2 times the county's annual median household income. The county's current median income is $57,000.00.

BOARD OF COUNTY COMMISSIONERS ACTION:

Board of County Commissioners Approval of the AHAC Recommendation

Yes ☐  No ☐
D. The reservation of infrastructure capacity for housing for very low income persons, low income persons, and moderate income persons.

Consistent with state law, the Indian River County Comprehensive Plan provides that no development, including housing development, shall be approved unless there is sufficient infrastructure capacity available to serve the development. These requirements are contained in Chapter 910, Concurrency Management System, of the county’s LDRs. This concurrency management requirement serves as the principal mechanism for ensuring that growth is managed in a manner consistent with the provisions of the comprehensive plan. In Indian River County, there are two types of concurrency certificates. One is a conditional concurrency certificate. A conditional concurrency certificate indicates that, at the time of conceptual development approval, there is sufficient capacity to accommodate the development. Conditional concurrency, however, does not require payment of impact fees and water and sewer capacity charges and does not vest, or guarantee, that capacity will be available at the time of building permit issuance. The second type of concurrency is initial concurrency. Initial Concurrency requires payment of impact fees and water and sewer capacity charges and vests the development.

In Indian River County, initial concurrency certificates vest capacity for the duration of the concurrency certificate, either one (1) year, three (3) years, or seven (7) years. According to county regulations, initial concurrency certificates may be issued only to projects with approved site plans or complete Land Development Permit applications. To obtain an initial concurrency certificate, an applicant must pay all applicable impact fees, as well as water and sewer capacity charges, in advance of development. This will vest the project and guarantee that adequate infrastructure will be available for the project at the time of building permit issuance. The vesting will last for the duration of the concurrency certificate and will expire at the end of the concurrency certificate timeframe. After issuance of an initial concurrency certificate, an applicant must obtain all building permits associated with the initial concurrency certificate and pursue development to completion by obtaining a Certificate of Occupancy (CO).

ANALYSIS:

Reserving infrastructure capacity upfront for a project is important if there are deficiencies in concurrency related facilities. In Indian River County, there is sufficient capacity in all of concurrency related facilities to accommodate development projects. Therefore, reserving capacity upfront is not a critical issue at this time. To reserve capacity for one project, however, means that the reserved capacity is not available for other projects. To reserve capacity for a project, an applicant must pay all impact fees and utility capacity charges so the county has the funds to construct the increment of capacity consumed by the applicant’s project.
RECOMENDATION:

The county should maintain its current concurrency management procedures which allow for upfront reservation of infrastructure capacity. Like other applicants, Affordable housing applicants, may apply for an Initial Concurrency Certificate and reserve infrastructure capacity upfront.

BOARD OF COUNTY COMMISSIONERS ACTION:

Board of County Commissioners Approval of the AHAC Recommendation

Yes ☐ No ☐
E. The allowance of affordable accessory residential units in residential zoning districts.

Through its land development regulations, Indian River County permits the construction of a small dwelling unit (second unit) as accessory to a single family house on a residentially zoned property. This regulation is intended to make inexpensive dwelling units associated with a primary residence available to low income households. Following is the applicable code for accessory dwelling units.

Section 971.41(10) of the LDRs Accessory Dwelling Unit:

a) The construction of an accessory dwelling unit on a residentially zoned lot shall be allowed subject to the provisions of section 971.41(10). The standards and requirements of this section are intended to make available inexpensive dwelling units to meet the needs of older households, single member households, and single parent households. This is in recognition of the fact that housing costs continue to increase, that households continue to decline in size, and that the number of elderly Americans is on the rise.

(b) Districts requiring administrative permit approval, (pursuant to the provisions of 971.04):

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<th>A-3</th>
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<th>RFD</th>
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<td>Rose-4</td>
<td>RMH-6</td>
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(c) Requirements of section 971.41(10) shall not supersede property owner deed restrictions.

(d) Additional information required:
1. A site plan conforming to Chapter 914 requirements.

e) Criteria for accessory dwelling units:
1. Accessory dwelling units shall be located only on lots which satisfy the minimum lot size requirement of the applicable zoning district.
2. The accessory dwelling unit shall be clearly incidental to the principal dwelling and shall only be developed in conjunction with or after development of the principal dwelling unit.
3. Not more than one (1) accessory dwelling unit shall be established in conjunction with a principal dwelling unit.
4. No accessory dwelling unit shall be established in conjunction with a multifamily dwelling unit.
5. The heated/cool area of the accessory dwelling unit shall not exceed thirty-three (33) percent of the heated/cool area of the principal structure or seven hundred fifty (750) gross square feet, whichever is less. The accessory dwelling unit shall be no smaller than three hundred (300) gross square feet of heated/cool area.
6. No accessory dwelling unit shall have a doorway entrance visible from the same street as the principal dwelling unit.
7. Detached accessory dwelling units shall be located no farther than seventy-five (75) feet in distance from the principal dwelling unit from the closest point of the principal dwelling unit to the closest point of the accessory dwelling unit.
8. Excluding converted garage accessory dwelling units, the accessory dwelling unit shall be designed so that the exterior facade material is similar in appearance to the facade of the existing principal structure.
9. One (1) off-street parking space shall be provided for the accessory dwelling unit in addition to spaces required for the principal dwelling unit.
10. The accessory dwelling unit shall be serviced by centralized water and wastewater, or meet the environmental health department’s well and septic tank and drainfield requirements. Modification, expansion or installation of well and/or septic tank facilities to serve the accessory dwelling unit shall be designed in a manner that does not render any adjacent vacant properties "unbuildable" for development when well and/or septic tank facilities would be required to service development on those adjacent properties.

11. No accessory dwelling unit shall be sold separately from the principal dwelling unit. The accessory dwelling unit and the principal dwelling unit shall be located on a single lot or parcel or on a combination of lots or parcels unified under a recorded unity of title document.

12. An accessory dwelling unit shall be treated as a multi-family unit for traffic impact fee and traffic concurrency purposes, and the concurrency requirements of Chapter 910 for a multi-family unit shall be satisfied.

ANALYSIS:

On September 29, 1992, The Board of County Commissioners adopted the county’s accessory dwelling unit provision. In Indian River County, accessory dwelling units are allowed in all residential zoning districts. In addition to allowing for these smaller units, Section 971.41(10) of the county’s land development regulations establishes specific land use criteria to regulate the size, location and appearance of these units and prevent over-crowding.

Even though the county has allowed accessory dwelling units since 1992, these type of units were not popular until 2004, when the price of land and housing started to increase. When housing affordability became an issue, more people started looking at ways to create affordable housing units. One method was to build more accessory dwelling units. So far, about 50 permits for building accessory dwelling units have been issued within the county. These types of units are appropriate as affordable housing units.

RECOMMENDATION:

The county's accessory dwelling unit provision is appropriate and should be maintained.

BOARD OF COUNTY COMMISSIONERS ACTION:

Board of County Commissioners Approval of the AHAC Recommendation

Yes □ No □
F. The reduction of parking and setback requirements for affordable housing.

As structured, the county’s Land Development Regulations establish minimum setback and lot size requirements for both single family residential zoning districts and multiple family residential zoning districts. These setback requirements provide a standard separation between houses and between houses and roadways. For affordable housing projects, the small lot subdivision provisions of section 971.41 of the LDRs allow for a reduction of lot size and building setbacks for single family homes.

In the RS-6 zoning district, for example, single family homes are required to have a minimum lot width of seventy (70) feet. Small lot subdivisions, however, may have a minimum lot width of only fifty (50) feet, with side yard setbacks reduced from ten (10) feet to seven (7) feet. While rear yard setbacks are reduced from 20 feet to 15 feet, the minimum front yard setback on all single family homes from the edge of right-of-way is twenty (20) feet. This setback distance allows for cars to be parked in the driveway and not block the sidewalk or impede pedestrian movement.

For residential uses, the county requires two parking spaces for each dwelling unit. This requirement is detailed in section 954.05(56) and is as follows:

Section 954.05(56)

Single-family dwellings and duplexes. Two (2) spaces for each dwelling unit; single-family dwellings and duplexes shall be exempted from all other requirements in subsection 954.07(4) and 954.10. Uncovered parking spaces shall be exempted from the front yard setback requirements.

ANALYSIS:

To ensure health and safety, all residential development must meet current minimum parking and setback requirements for the appropriate zoning district as established in the county LDRs. For example, the county’s 20 foot minimum front yard setback provides enough distance for parking a vehicle in a driveway without the vehicle projecting into the sidewalk. Reducing or eliminating parking requirements will force residents to park in roadway rights-of-way. This can create safety issues unless minimum mandatory widths are increased.

Generally, reduced setbacks for affordable housing projects are appropriate, because reduced setbacks can increase yield and reduce housing prices. In Indian River County, the small lot subdivision allowances provide for reduced lot sizes, as well as reduced side yards and reduced rear yards setbacks, for affordable housing projects only.
RECOMMENDATION:

The county’s current parking requirements are appropriate and should be maintained. Through its small lot subdivision allowance, the county provides for reduced setbacks for affordable housing projects. This small lot subdivision allowance should be maintained.

BOARD OF COUNTY COMMISSIONERS ACTION:

Board of County Commissioners Approval of the AHAC Recommendation

Yes ☐ No ☐
G. The allowance of flexible lot configuration, including zero lot line configurations for affordable housing.

Currently, the Board of County Commissioners may grant waivers from the residential development standards found in Chapter 911 of the LDRs through the Planned Development (PD) process established in Chapter 915 of the county LDRs. If granted, these waivers can allow for development of small lot configuration, zero lot line and reduced setback projects. The waiver criteria for the PD process are found in section 915.15 of the LDRs and are provided below.

Section 915.15.

Planned development allowable waivers and development parameters.

(1) Conceptual P.D. plans shall list, for all areas and phases within the P.D. project area, the proposed waivers and development parameters for the following:
   a. Minimum lot size (in square feet);
   b. Minimum lot width (in feet);
   c. Minimum lot frontage (in feet);
   d. Minimum yard setbacks for buildings: front, rear, and side;
   e. Minimum yard setbacks for accessory structures (such as pools, patios, and decks): front, rear, and side;
   f. Maximum lot coverage; building(s) and impervious surface area;
   g. Minimum separation distances between buildings;
   h. Minimum right-of-way widths (by road type);
   i. Minimum open space per lot and by phase [Note: The minimum open space for the entire project shall meet or exceed the requirements of section 915.18.]
   j. Minimum preservation/conservation area per lot.

Note: more conceptual plan submittal requirements are listed-out in section 915.22

(2) Notwithstanding other provisions in this chapter (915) and Chapter 971, specific land use criteria listed in Chapter 971 may be waived (modified or not applied) where such criteria would merely apply to the compatibility of uses within the P.D. project area if approved by the county. Where specific land use criteria apply to the relationship of a use(s) within a P.D. project and properties adjacent to the project area, the specific land use criteria shall apply pursuant to the provisions of chapter 971.

(3) The conventional standards and criteria found in Chapter 911, Zoning, not covered in section 915.15(1) shall apply unless otherwise specifically waived or modified by other provisions of this chapter.

ANALYSIS:

Generally, the PD process serves as a mechanism whereby the county can approve projects with reduced setbacks and/or mixed uses. The advantage of using the PD process instead of traditional zoning is that an applicant can increase or at least maximize his development project’s density. In the PD process, however, there are development required trade-offs, such as additional landscaping, which are required to gain the waivers for smaller lots and higher yield. These trade-offs can have the effect of offsetting any housing unit price reductions due to increasing yield. The county’s small lot subdivision allowance, however, provides for specific reduced lot size, and setbacks without requiring any specific waivers.
RECOMMENDATION:

The county should maintain its existing PD process which allows for waivers from conventional zoning standards (setbacks, lot size, etc.) as an available option for residential development projects.

BOARD OF COUNTY COMMISSIONERS ACTION:

Board of County Commissioners Approval of the AHAC Recommendation

Yes ☐ No ☐
H. The modification of street requirements for affordable housing.

As adopted, the county’s existing sidewalk and street requirements provide for minimum construction standards to ensure public safety. According to section 913.09(b)(1) (Subdivisions and Plats) of the LDRs, all subdivisions must comply with the minimum standards set forth in Chapter 952 (Traffic). While Chapter 952 sets the minimum right-of-way width for a local or residential street at 60 feet, the minimum right-of-way width may be reduced to 50 feet if the street is constructed with a curb and gutter drainage system. In both cases, however, minimum lane widths remain the same at 11 feet. Although there is a higher cost associated with curb and gutter construction than with swale drainage, the reduction in the amount of right-of-way can produce a higher yield for a project. These street right-of-way requirements can be modified through the Planned Development (PD) process.

Following is the county’s current minimum right-of-way requirement.

913.09(b)(1)

Minimum street and rights-of-way widths. The minimum street and rights-of-way widths shall be as stated in Chapter 952, Traffic, of the LDRs. The board of county commissioners may require the increase of right-of-way and pavement widths if it finds that the modification in width is consistent with the projected traffic needs and good engineering practice. No variance will be granted on minimum right-of-way widths for public streets. Right-of-way widths for one-way streets may be reduced from the above standards as approved by the public works director.

ANALYSIS:

As structured, the county’s minimum street right-of-way width requirements are based on the minimum area needed to accommodate the various improvements that must be located in the right-of-way. Besides travel lanes, sidewalks, and drainage facilities, these improvements include water and sewer lines, gas lines, phone lines, cable lines, and others. Since the referenced improvements must be provided for in the road right-of-way, the county has determined that the minimum right-of-way width must be 60 feet for swale drainage roads and 50 feet for curb and gutter roadways.

At 60 feet, the county’s minimum local road right-of-way width requirement is low. Consequently, no right-of-way width modification is necessary.

RECOMMENDATION:

The county’s current street right-of-way requirements are appropriate to ensure public safety and should be maintained.

BOARD OF COUNTY COMMISSIONERS ACTION:

Board of County Commissioners Approval of the AHAC Recommendation
Yes □ No □
I. The establishment of a process by which local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

Currently, Policy 1.7 of the Housing Element of the Comprehensive Plan requires that a financial impact statement be provided to appropriate advisory committees as well as to the Board of County Commissioners prior to the adoption of any new county regulation that may increase the cost of housing. Below is Policy 1.7 of the Housing Element of the Comprehensive Plan which details the adoption process for county regulations that may increase the cost of new housing.

POLICY 1.7: As part of the adoption process for any county regulation which could affect housing development, county planning staff shall prepare a Financial Impact Statement to assess the anticipated impact of the proposed regulation on the cost of housing. When proposed regulatory activities are anticipated to increase the estimated cost per unit for the development of housing, the Financial Impact Statement shall include an estimated increased cost per unit projection. The financial impact statement then will be reviewed by the Professional Services Advisory Committee, the Planning and Zoning Commission, and, if possible, the Affordable Housing Advisory Committee. Those groups shall consider the regulation's effect on housing cost in making their recommendation to the Board of County Commissioners. The Board of County Commissioners will consider the financial impact statement in making its final decision on the adoption of any proposed regulations.

ANALYSIS:

Since 1994, staff has prepared Financial Impact Statements for all proposed new regulations impacting housing costs. By providing Financial Impact Statements of proposed regulations to decision-makers before the adoption of those regulations, planning staff ensures that decision-makers consider the costs as well as the benefits of proposed new policies, ordinances, and regulations. While these Financial Impact Statements do not prevent the Board of County Commissioners from adopting new regulations, the statements do provide the Board with an additional tool to measure the effect of proposed regulations.

RECOMMENDATION:

The county’s current process of providing Financial Impact Statements to the Board of County Commissioners prior to adoption of any new regulations, ordinances, policies, procedures, or plan provisions that may increase the cost of affordable housing should be maintained.

BOARD OF COUNTY COMMISSIONERS ACTION:

Board of County Commissioners Approval of the AHAC Recommendation

Yes ☐ No ☐
J. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

In 2006, the Florida State Legislature passed HB 1363 relating to affordable housing. One provision of that bill was that each local government must prepare an inventory of all real property that it owns within its jurisdiction that is appropriate for use as affordable housing. Beginning in July 2007 and every 3 years thereafter, Indian River County needs to prepare an inventory list of all real property within its jurisdiction to which the county holds fee simple title and is appropriate for use as affordable housing.

At a public hearing on June 19, 2007, the Board of County Commissioners reviewed an inventory list of county owned properties. The Board then adopted a resolution that included an inventory list of county owned properties that are appropriate for affordable housing. With respect to those properties, the Board of County Commissioners decided to donate the parcels to non-profit housing organizations for the construction of permanent affordable housing. Since then, staff has been working with non-profit housing organizations for the disposition of the above mentioned referenced lots.

The county’s Housing Policy 2.4 provides for maintaining an inventory of all surplus county-owned land and making those lots available to housing developers.

POLICY 2.4: The county’s general services department shall maintain an inventory of all surplus county-owned land and foreclosed properties that could be used for affordable housing. The county shall notify for-profit and non-profit affordable housing developers whenever it proposes to sell surplus land.

ANALYSIS:

Consistent with state law, the Board of County Commissioners reviewed and approved an inventory list of county owned properties. Of all the properties on that list, ten were determined to be appropriate for affordable housing. Currently, the county is in the process of preparing the necessary documents to donate each of the properties to a non-profit affordable housing organization for the construction of permanent affordable housing units. The non-profit housing organizations which will receive the donated lots are: Habitat for Humanity, Every Dream Has a Price, and the Coalition for Attainable Homes. Donating county owned surplus lands to non-profit housing organizations will reduce the cost of affordable housing units on the donated properties and is an appropriate affordable housing tool.

RECOMMENDATION:

Policy 2.4 of the Housing Element should be revised to correspond with the new state requirements for preparing a list of county owned surplus properties appropriate for affordable housing and disposing of those properties.
BOARD OF COUNTY COMMISSIONERS ACTION:

Board of County Commissioners Approval of the AHAC Recommendation

Yes ☐  No ☐
K. The support of development near transportation hubs and major employment centers and mixed use developments.

In Indian River County, the Future Land Use Map (FLUM) identifies areas appropriate for residential development and the appropriate density for those areas. The objective of the FLUM is to create a land use pattern that situates residential development in close proximity to schools, health care facilities, employment centers, and major roadways.

ANALYSIS:

In Indian River County, the future land use map is an important tool in establishing appropriate locations for residential development. Generally, the map provides for residential development to be located near compatible land uses, existing neighborhoods, and proximate to public transportation, major employment centers, and community services. Ideally, affordable housing projects should be located near employment centers and transportation hubs for additional savings in terms of transportation cost and travel time. For that reason, the county supports locating affordable housing developments near transportation hubs, major employment centers and mixed use developments by expediting the permit process for these types of housing projects.

RECOMMENDATION:

A new policy should be added under Housing Element Objective 1 that indicates that the county will provide incentives for residential developments to locate near transportation hubs, employment centers, and mixed use developments. These incentives will involve expediting permit review for these types of developments.

BOARD OF COUNTY COMMISSIONERS ACTION:

Board of County Commissioners Approval of the AHAC Recommendation

Yes ☐ No ☐
Other Housing Strategies

Besides the affordable housing incentives listed in paragraphs A through K of Section 420.9076 F.S., the county proposes to establish or to assist non-profit housing organizations to implement the following affordable housing strategies.

Community Land Trust (CLT)

One tool to provide homeownership opportunities to households that would otherwise be renters is a Community Land Trust. A Community Land Trust (CLT) is a nonprofit organization that seeks to preserve housing affordability over the long term. By selling homes to low or moderate income families, but retaining ownership of the land under these homes, a CLT preserves housing affordability even after an affordable housing unit is sold. Generally, a CLT leases a land parcel to a homeowner for 99 years, while the homeowner owns the structure on the land.

In the land trust model, buyers of land trust homes agree that, when they move, they will sell their home to another low or moderate income family at an affordable price. Consequently, resale of CLT units is limited to income eligible households, and resale prices are limited to keep CLT units affordable for the next homebuyer. By owning the land under the house, the land trust ensures that the subsidy is retained for the benefit of subsequent families. Therefore, the owner of a CLT unit may share in the equity produced by the sale of a CLT unit, but will not realize a market rate of return.

According to the Central Florida Workforce Housing Toolkit, some of the most established CLT’s are Durham, North Carolina; Burlington, Vermont; The New Town, Tempe, Arizona; Sawmill, Albuquerque, New Mexico; Middle Key, Florida; and Hannibal Square, Winter Park, Florida.

Generally, CLTs are used:

- In fast-growing areas, where the price of real estate is escalating rapidly. They can be used in gentrifying areas to preserve a community’s character. Limits on resale prices ensure that some housing remains affordable, even in these areas.

- In disinvested neighborhoods, where CLTs can be used to increase owner occupancy, decrease absentee ownership, improve the physical condition of housing and stabilize the community. Such CLTs assist not only the buyers of the CLT homes, but also existing homeowners in the area, who likely are lower income families.

- In expensive resort communities, where CLTs can provide housing for the community’s workers.
Benefits:

- Provides permanent stock of affordable & workforce housing
- Lowers housing cost
- Provides some return of equity
- Provides for deduction of mortgage interest payments
- Provides financial stability (no fear of rent increase)
- No cost to the county

Issues:

- Better for a household than renting, but not as good as traditional home ownership
- Resale restriction limits ability of the owner to utilize full equity
- Resale formula must be prepared carefully to provide some benefit to homeowner without making the house unaffordable for the next homebuyer
- Mechanics of resales (direct sale or through CLT) are complicated and must be established upfront
- Payment of ad valorem taxes and insurance are additional costs that an owner of a CLT home must incur that a renter does not

Conclusion:

A CLT is an effective method of providing affordable homeownership opportunities. Although CLTs are generally established by private non-profit groups, local governments usually assist non-profit housing groups which are willing to form CLTs. This assistance may involve providing technical assistance, providing surplus properties appropriate for affordable housing and others.

RECOMENDATION:

The county should support any non-profit housing organization seeking to establish a CLT by providing surplus lands appropriate for affordable housing, when available, and technical assistance as needed.

BOARD OF COUNTY COMMISSIONERS ACTION:

Board of County Commissioners Approval of the AHAC Recommendation

Yes ☐ No ☐
Private/Public Housing Trust Fund

Generally, Housing Trust Funds are established through an ordinance or legislation passed by a county, city, or state legislature. Two steps are necessary to create a Housing Trust Fund. First, a revenue source must be dedicated to the Housing Trust Fund, or other obligations (e.g., developer extractions) that create revenue must be established. Second, the Housing Trust Fund must be created as a separate and distinct entity that can receive and disburse funds. Currently, the county has a housing trust fund for SHIP program funds and an HHR trust fund for HHR program funds.

A private/public housing trust fund may be established by a city or county to collect public and private funds that may be used to assist income eligible households with the provision of affordable housing. A private/public trust fund would be separate from a SHIP trust fund.

Benefits:

- Can provide gap financing (low interest loan or grant)
- No cost to the county, unless the county decides to contribute to the trust fund
- Local governments that cannot provide affordable housing within their jurisdictions could contribute to a trust fund
- Could be used as match to get other federal or state funds
- Additional funding for provision of Affordable or Workforce Housing (gap financing or leveraging other funds).

Issues:

- No major issues

Conclusion:

Establishing a private/public housing trust fund could facilitate the provision of more affordable housing. Within Indian River County, high cost barrier island towns that cannot provide affordable housing within their jurisdiction could contribute to a private/public affordable housing trust fund. Also, private parties, businesses, and developers could contribute funds to this trust fund.

RECOMMENDATION:

The county should establish a private/public housing trust fund separate from its current SHIP and HHR trust funds.

BOARD OF COUNTY COMMISSIONERS ACTION:

Board of County Commissioners Approval of the AHAC Recommendation

Yes ☐ No ☐
Community Development Corporation (CDC)

Community Development Corporation (CDC) is a broad term referring to not-for-profit organizations incorporated to provide programs, offer services, and engage in other activities that promote and support a community. CDCs usually serve a geographic location such as a neighborhood or a town. They often focus on serving lower-income residents or struggling neighborhoods. They can be involved in a variety of activities, including economic development, education, and real estate development. These organizations are often associated with the development of affordable housing.

Activities:

- Real estate development
  - affordable housing
- Economic development
  - small business lending
  - small business technical assistance
  - small business incubation (i.e. provision of space at low or no cost to start-up businesses)
- Education
  - early childhood education
  - workforce training
- Non profit incubation
- Youth and leadership development
- Advocacy
- Community Planning
- Community Organizing

Benefits:

- Facilitates development of affordable or workforce housing
- Advocates for affordable housing
- No cost to the county

Issues:

- No major issues

Conclusion:

An active CDC can assist with the provision of affordable housing.

RECOMENDATION:

The county should provide technical assistance to any not-for-profit organization proposing to form a CDC.

BOARD OF COUNTY COMMISSIONERS ACTION:

Board of County Commissioners Approval of the AIIAC Recommendation

Yes ☐ No ☐
Employer Assisted Housing

Employer Assisted Housing (EAH) is an initiative where employers can assist their employees in purchasing a home; in exchange, the employer is guaranteed that the participating employee will remain with the firm for a designated period of time. The employee benefits as he/she receives substantial assistance in obtaining a home. The employer benefits as the program is an effective recruitment tool and aids in the retention of employees.

Employers who wish to assist employees with housing can undertake any number of activities, including: providing (or partnering with another agency to provide) homeownership education and counseling services; providing down payment assistance, closing cost assistance and/or second mortgage financing as a grant, a low or no-interest loan or a forgivable loan; offering an employee a savings plan with the employer making a matching contribution; providing a mortgage guarantee to assist employees with securing financing; or acquiring property to rent to employees, either at a market or subsidized rate.

Employer assisted housing programs generally are used in areas where housing prices are high and/or unemployment is low, and in areas where one employer is dominant.

Benefits:

- Provision of affordable or workforce housing
- Effective recruitment and retention tools for large private and public employers

Issues:

- Additional cost to employer

Conclusion:

Employer assisted housing is an effective program to provide affordable housing for workers and to retain those workers for longer periods.

RECOMENDATION:

The county should promote this program by informing major private and public employers of the possibilities and benefits of establishing an employer assisted housing program.

BOARD OF COUNTY COMMISSIONERS ACTION:

Board of County Commissioners Approval of the AHAC Recommendation

Yes ☐ No ☐
New Construction Technologies

New construction technologies (such as modular homes, etc.) and new green building programs may be utilized for the provision of affordable housing. In some cases, new construction technologies can expedite the construction of new affordable homes and be more cost effective.

Benefits:

- Decreases housing cost
- Expedites housing production

Issues:

- None

Conclusion:

This is an effective way of reducing the housing cost. The county currently allows these new construction technologies, including green building programs, and expedites permits for affordable housing projects.

RECOMENDATION:

The county should continue to expedite permits for affordable housing projects utilizing new construction technologies and green building programs.

BOARD OF COUNTY COMMISSIONERS ACTION:

Board of County Commissioners Approval of the AHAC Recommendation

Yes ☐ No ☐
CONCLUSION

Since adoption of the county’s Comprehensive Plan Housing Element in 1990 and then adoption of the county’s Affordable Housing Incentive Plan in 1994, the county has established and maintained several affordable housing incentives. Therefore, Indian River County currently provides many of the affordable housing incentives listed in paragraphs A through K of Section 420.9076(4) F.S.

In the past, the county’s affordable housing incentives have worked well in encouraging non-profit housing organizations and for-profit affordable housing developers to provide affordable housing. With the minor changes to existing policies and regulations reflected in this report, as well as the addition of five new strategies, the county should be even more successful in addressing the challenges of affordable housing in the future.

The table below provides summary of recommendations for paragraph A through K of Section 420.9076, F.S. as well as new affordable housing strategies.
## Housing Incentives Summary

<table>
<thead>
<tr>
<th>Items</th>
<th>Strategy</th>
<th>Strategy Status</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Already Proposed for Not Appropriate</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Implemented by the Addition Inappropriate</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Expedited Permitting for affordable housing projects</td>
<td>✓</td>
<td>- Revise Housing Element Policy 1.5 for establishing web based online permitting process - Maintain Housing Element Policy 1.6 for expedited affordable housing projects and permits</td>
</tr>
<tr>
<td>B</td>
<td>Modification or alternative methods of impact fee payments for affordable housing projects</td>
<td>✓</td>
<td>- Maintain with minor changes Housing Element Policy 4.4 regarding payment of impact fees and utilities capacity charges for income eligible households with SHIP funds - Maintain Housing Element Policy 4.3 for financing water &amp; sewer capacity charges with minor changes</td>
</tr>
<tr>
<td>C</td>
<td>Flexible Densities</td>
<td>✓</td>
<td>Maintain with minor changes county’s affordable housing density provision established in Policy 2.5 of the Housing Element and LDRs</td>
</tr>
<tr>
<td>D</td>
<td>Reservation of infrastructure capacity for affordable housing projects</td>
<td>✓</td>
<td>Maintain current county concurrency management system which allows for upfront reservation of infrastructure capacity</td>
</tr>
<tr>
<td>E</td>
<td>Allowance for accessory residential units</td>
<td>✓</td>
<td>Maintain county’s accessory dwelling unit provision</td>
</tr>
<tr>
<td>F</td>
<td>Reduction of parking and setback requirements for affordable housing projects</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>G</td>
<td>Flexible lot configuration</td>
<td>✓</td>
<td>Maintain county’s PD process which allows for waiver of conventional zoning standards</td>
</tr>
<tr>
<td>Items</td>
<td>Strategy</td>
<td>Strategy Status</td>
<td>Recommendation</td>
</tr>
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<td>------------------------------------------------------</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Already Implemented by the County</td>
<td>Proposed for Addition</td>
</tr>
<tr>
<td>H</td>
<td>Modification of street requirements</td>
<td>√</td>
<td>Not Appropriate</td>
</tr>
<tr>
<td>I</td>
<td>Establish process for considering before adoption cost effect of new regulations, policies, and ordinances</td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>J</td>
<td>Inventory of publicly owned land</td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>K</td>
<td>Support developments near transportation hubs and major employment centers</td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>CLT</td>
<td></td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>Private/Public Housing Trust Fund</td>
<td></td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>CDC</td>
<td></td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>Employer Assisted Housing</td>
<td></td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>New Construction Technologies</td>
<td></td>
<td>√</td>
<td></td>
</tr>
</tbody>
</table>

* The parking reduction component of Item F is not appropriate for Indian River County.
RECOMMENDATION:

The Affordable Housing Advisory Committee recommends that the Board of County Commissioners maintain the county’s affordable housing incentives with the following revisions and additions:

- Revise policy 1.5 of the Housing Element to indicate that the county is establishing a web-based online permitting process.
- Revise policy 4.3 of the Housing Element to change the term “water and sewer impact fees” to “water and sewer capacity charges”.
- Revise policy 4.4 of the Housing Element to reflect the county’s current list of SHIP program strategies.
- Revise policy 2.5 of the Housing Element and Section 911.14(4) of the county’s LDRs for affordable housing density bonus to correspond to the county’s current landscape requirements. Also to change market value for affordable housing units to 2 1/2 times the county annual median income.
- Revise policy 2.4 of the housing element related to an inventory of county owned surplus land to correspond to new state requirements.
- Add a new policy under objective 1 of the Housing Element to support housing developments near transportation hubs, major employment centers and mixed use developments by expediting the permit process for these types of housing projects.
- Assist non-profit housing organizations in establishing Community Land Trusts (CLT)
- Assist non-profit organizations in establishing Community Development Corporations (CDC)
- Assist employers with establishing employer assisted housing programs
- Create a new private/public housing trust fund
- Expedite permits for housing projects utilizing new construction technologies including green building programs

Attachments

1. Section 911.14(4) of the LDRs, Density Bonus
2. Section 971.41(9) of the LDRs, Small Lot Subdivision
3. Resolution No. 2008-038 Establishing AHAC
4. Copy of Public Hearing Advertisement
5. Copy of the BCC Resolution to adopt AHAC Report Recommendations
Section 911.14(4) of the LDRs, Density Bonus.

Residential developments may receive a density bonus not to exceed twenty (20) percent of the density permitted by the applicable zoning district. Affordable dwelling units provided in compliance with this section, regardless of whether or not the affordable dwelling units are part of a planned development project, shall comply with the requirements of the Indian River County Land Development Regulations Section 911.14 and Section 971.41(9).

(3) Density.
(a) The maximum density of residential communities shall be established by the density of the underlying land use designation.
(b) Residential communities within commercial or industrial land uses shall have a maximum density of eight (8) dwelling units per acre.
(c) No residential community shall exceed the maximum permitted density as stated in (a) or (b) above unless a density bonus meeting the provisions of section 911.14(4) is approved as part of a planned development.

(4) Density bonus.
(a) Affordable housing. Residential developments may receive a density bonus not to exceed twenty (20) percent of the density permitted by the applicable zoning district.
1. For the purpose of this section, an affordable dwelling unit shall be a dwelling unit which:
   a. Has a market value less than two (2) times the county's annual median household income for Indian River County as established by the Florida Housing Finance Corporation;
   b. Has a monthly rent of less than one-twelfth (1/12) times thirty (30) percent of eighty (80) percent of the county's annual median household income for Indian River County as established by the Florida Housing Finance Corporation.
2. Affordable dwelling units provided in compliance with this section, regardless of whether or not the affordable dwelling units are part of a planned development project, shall comply with the following requirements:
   a. The affordable dwelling unit shall remain available as an affordable dwelling unit for the following periods:
      i. Owner-occupied units shall remain affordable dwelling units for a period of not less than twenty (20) years commencing on the first day following the issuance of a certificate of occupancy, or equivalent final building inspection, for the unit;
      ii. Renter-occupied units shall remain affordable dwelling units for a period of not less than fifteen (15) years commencing on the first day following the issuance of a certificate of occupancy, or equivalent final building inspection, for the unit;
   b. Initial occupancy of an owner-occupied affordable dwelling unit shall be by a household classified as very low-income, low-income or moderate-income whereby the classification is verified by the Indian River County Community Development Department or an agency, either public or private, designated by the community development department or by any state or federal public agencies.
   c. Households occupying an affordable housing rental unit shall be classified as very low, low, or moderate-income households whereby the classification is verified by the Indian River County Community Development Department, or its designee or by any state or federal public agency, prior to the household's occupancy of the unit. While occupying the affordable housing rental unit, a household's annual adjusted gross income may increase to an amount not to exceed one hundred forty (140) percent of one hundred twenty (120) percent of the county's median household income adjusted for household size.
   d. With respect to owner-occupied affordable dwelling units provided under the provisions of the section:
      i. The owner-occupant's household annual adjusted gross income may increase without limit following the household's purchase of the affordable dwelling unit; and
      ii. Resale of an affordable dwelling unit by the initial owner or any subsequent owner shall be subject to one of the following provisions:
         a. If the purchasing household is not verified to be either a very low, or low-income household, then the selling household shall be subject to providing a cash payment of the original loan amount and applicable interest, to the Indian River County Local Housing Assistance Trust Fund.
b. If the purchasing household is verified to be either a very low, or low income household, then the selling household shall not be required to provide any payment.
e. For projects utilizing the provision of on-site or off-site affordable dwelling units, no certificate for occupancy for a market rate priced dwelling unit shall be issued unless the ratio of market rate dwelling units certified for occupancy to affordable dwelling units certified for occupancy is equal to or greater than the overall project's approved ratio of market rate dwelling units to affordable dwelling units.
f. Prior to the issuance of a certificate of occupancy for the affordable dwelling unit(s), a separate private deed covenant, entitled a "restriction on transfer," shall be filed in the public records of Indian River County. The covenant shall be subject to review and approval by county staff in order to verify compliance with the requirements of this section, and the covenant shall:
i. Identify the subject unit as an affordable dwelling unit and specify that at no time may the identified unit be utilized as a model home, construction office or other non-residential occupancy use; and
ii. Identify the units corresponding fifteen- or twenty-year affordability timeframe; and
iii. Identify that the initial owner and each subsequent owner of an owner-occupied affordable dwelling unit must satisfy and comply with the re-sale provision of the county's local housing assistance plan; and
iv. Identify the Board of County Commissioners of Indian River County or its community development department or as its designee, as the agency with enforcement and verification authority to enforce the terms of the covenant, and as the contact agency for closing agents to obtain estoppel/letters; and
v. Identify any additional terms or conditions relating to the provision of the affordable dwelling unit as established by the Board of County Commissioners via its review and approval of the corresponding planned development approval.
vi. Specify that monitoring the occupancy of the affordable dwelling unit shall be included in the compliance monitoring activities of the county's local housing assistance program, or a suitable substitute determined by the Indian River County Board of County Commissioners.
vii. Specify that no provision of the restrictive covenant may be amended without the consent of the Board of County Commissioners of Indian River County.
3. An applicant may obtain a development density bonus for a planned development project in compliance with one of the following options:
a. An applicant may obtain a density bonus by providing affordable dwelling units within the residential development project which will utilize the density bonus. For development projects utilizing the on-site affordable dwelling unit density bonus, the affordable housing density bonus shall be determined as indicated in the following table:
Buffer types are identified in Chapter 926 of the county's Land Development Regulations.

b. An applicant may obtain a density bonus by providing affordable dwelling units off-site from the residential development project which will utilize the density bonus. For development projects utilizing the off-site affordable dwelling unit density bonus, the affordable housing density bonus shall be determined as follows:

The percentage of density bonus shall be one-half (1/2) of the applicable density bonus as determined for on-site affordable housing projects as provided in the above table.

(3) Approval procedure and other requirements. All planned developments shall be reviewed consistent with the requirements of Chapter 913, Planned Development.
Section 971.41(9) of the LDRs Small Lot Subdivisions.

Small lot single-family subdivisions (administrative permit):
(a) Districts requiring administrative permit approval, (pursuant to the provision of 971.04):
RS-6, RT-6, RM-6, RM-8, RM-10
(b) Criteria for small lot subdivisions:
1. The small lot subdivision shall be serviced by centralized water and wastewater.
2. The gross density of any small lot subdivision shall not exceed the maximum density allowed within the zoning district in which the subdivision is located.
3. Perimeter lots are those lots which abut or are adjacent to areas not included in the proposed small lot subdivision. Perimeter lots which abut property having a residential or agricultural zoning designation shall:
   a. Conform to the standard applicable size and dimension criteria of the respective zoning district in which the project is located; or
   b. Comply with the following size and dimension criteria:

<table>
<thead>
<tr>
<th>Minimum lot width:</th>
<th>50 feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum lot size:</td>
<td>5,000 sq. ft.</td>
</tr>
<tr>
<td>Minimum yard setbacks:</td>
<td></td>
</tr>
<tr>
<td>Front:</td>
<td>20 feet</td>
</tr>
<tr>
<td>Side:</td>
<td>7 feet; 5 feet on lots fronting a curve or cul-de-sac circle</td>
</tr>
<tr>
<td>Rear:</td>
<td>Minimum rear yard setbacks shall be provided, based upon lot width, as indicated in the table below:</td>
</tr>
<tr>
<td>Lot Width (feet)</td>
<td>Rear Yard (feet)</td>
</tr>
<tr>
<td>&gt;=50 &amp; &lt;55</td>
<td>30</td>
</tr>
<tr>
<td>&gt;=55 &amp; &lt;60</td>
<td>27</td>
</tr>
<tr>
<td>&gt;=60 &amp; &lt;65</td>
<td>24</td>
</tr>
<tr>
<td>&gt;=65 &amp; &lt;70</td>
<td>22</td>
</tr>
</tbody>
</table>

4. Interior lots (those determined not to be perimeter lots) and those perimeter lots which abut a property having a commercial/industrial land use designation shall comply with the following size and dimension criteria:

<table>
<thead>
<tr>
<th>Minimum lot width:</th>
<th>50 feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum lot size:</td>
<td>5,000 sq. ft.</td>
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<tr>
<td>Front:</td>
<td>20 feet</td>
</tr>
<tr>
<td>Side:</td>
<td>7 feet; 5 feet on lots fronting a curve or cul-de-sac circle</td>
</tr>
<tr>
<td>Rear:</td>
<td>15 feet</td>
</tr>
</tbody>
</table>
5. Accessory structures may encroach into required yards as allowed in section 911.15 of the land development regulations.

6. In lieu of buffering requirements specified in Chapters 911 and 913, the following buffer requirements shall apply to small lot single-family subdivision projects:
   A. Buffers adjacent to collector and arterial roads. A twenty-five-foot wide Type "B" buffer with six-foot opaque feature shall be provided along all perimeters that are adjacent to collector and arterial roads.
   B. Buffers for other perimeters. A ten-foot wide Type "C" buffer with three-foot opaque feature shall be provided along all perimeters that are not adjacent to collector and arterial roads.
   C. The buffer improvement(s) shall be located within a buffer easement(s) or tract(s) as designated on the small lot subdivision plat. Said easement(s) or tract(s) shall be depicted on the final plat and shall be dedicated to the subdivision's property owners' association to ensure maintenance of the buffer improvements. The buffer easement improvement(s) shall be considered a required subdivision improvement and shall be provided in accordance with the provisions of section 913.08 of the land development regulations.
   D. No structure(s), other than those related to buffering, drainage or utilities, shall be located in the buffer easement.

7. In lieu of the green/recreation space, swale, curbing, and sidewalk requirements of Chapters 911 and 913, the following requirements shall apply:
   A. A minimum seven and one-half (7.5) percent of the total project area shall be provided as green space/recreation space. Said area may consist of preserved wetlands and or native uplands, park space, pools, day-care space, clubhouses, ball-courts, playgrounds, play-field areas, or similar uses approved by the community development director. Said area(s) shall be designed to be conveniently accessible and usable by all project residents.
   B. Sidewalks (minimum four-foot width) shall be provided along both sides of all streets unless an alternative design is approved by the community development director.
   C. The urban service area boundary buffer and wall variation requirements of Chapter 913 shall apply to small lot single-family subdivisions.

8. Minimum building setbacks as specified in 971.41(9)(b)3. and 4. above, shall be depicted as a residential building envelope on the preliminary plat. Language shall be noted on the final plat to the effect that specially-approved setbacks are in effect on the lots.

9. Workforce or affordable housing. In exchange for lot size and setback reductions, small lot single-family subdivision projects shall meet the following workforce or affordable housing criteria:
   A. All dwelling unit sales and rent prices shall be restricted for a period of at least ten (10) years from the date of the unit's first sale (closing).
      1. The initial sales price of a small lot subdivision housing unit shall not exceed three and one-half (3 1/2) times the Indian River County annual median household income. Over the ten-year restriction period, the sales price may be increased three (3) percent per year (compounded annually).
      2. Where a small lot subdivision housing unit is rented, the monthly rental price shall not exceed the Indian River County maximum rent by unit type for moderate income as published by the Florida Housing Finance Corporation.
   B. As an option to and in lieu of criterion "A" above, an applicant may propose an alternative to the resale price and appreciation restriction. Any such alternative must ensure that small lot subdivision housing units remain affordable for at least ten (10) years. An alternative to the sales price restriction shall be structured as a deed restriction which shall apply to lots created by the small lot subdivision process. The draft restriction shall be submitted in conjunction with the small lot subdivision preliminary plat application and shall:
      - Identify the proposed method of ensuring affordability which may include:
        - Rent/price resale restriction
        - Buyer income qualification
        - Shared equity process
        - Other
      - Identify appeal/variance procedure or a prohibition of appeals/variances
      - Identify a monitoring program which shall be administered by public agencies or private organizations qualified to provide or assist with workforce or affordable housing.
      The alternative shall be considered by the planning and zoning commission and evaluated under the above criteria. The PZC is authorized to approve the alternative and attach conditions to ensure that the above criteria are satisfied.
C. The maximum size of each dwelling unit shall be restricted in perpetuity to one thousand five hundred (1,500) square feet under air.

D. The restrictions required under items A., B., and C. above shall be incorporated into deed restrictions, running in favor of the county and any unit buyer or renter, approved by the county attorney and filed in the public records by the project applicant. The sales price restriction shall require county consent of the sales price prior to each closing during the ten-year restriction period. Such consent is authorized to be made by the community development director or his designee.
RESOLUTION NO. 2008-03

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA, ESTABLISHING THE INDIAN RIVER COUNTY AFFORDABLE HOUSING ADVISORY COMMITTEE AND ASSIGNING TASKS TO THE COMMITTEE.

WHEREAS, Indian River County adopted Ordinance No. 93-13, establishing the Indian River County Local Housing Assistance Program; and

WHEREAS, Ordinance No. 93-13 was codified as Chapter 308 of the Indian River County Code; and

WHEREAS, an Affordable Housing Advisory Committee was appointed on May 18, 1993 to perform and complete the duties and funcions set forth in Section 420.9076, Florida Statutes, and Section 308.07 of the Indian River County Code; and

WHEREAS, the 1993 Affordable Housing Advisory Committee performed and completed all tasks referenced above and was eventually dissolved on November 4, 2003; and

WHEREAS, the 2007 Florida Legislature, as part of the HB 1375, revised Section 420.9076.F.S. to require all Counties in the state to establish Affordable Housing Advisory Committees.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that:

1. A new Affordable Housing Advisory Committee (AHAC) is hereby established.

2. The Affordable Housing Advisory Committee voting membership shall be as identified in Exhibit "A" attached to this resolution.
RESOLUTION NO. 2008-038

3. The Affordable Housing Advisory committee non-voting membership shall be as identified in Exhibit "B" attached to this resolution.

4. Vacancies in membership shall be filled and approved by majority vote of the Indian River County Board of County Commissioners.

5. The provisions of Chapter 103, Commissions and Boards, of the Indian River County Code shall apply to the activities of the Affordable Housing Advisory Committee unless otherwise specified in Section 308.07 of the Indian River County Code.

6. The Affordable Housing Advisory Committee shall have no power or authority to commit Indian River County to any policies, incur any financial obligation, or create any liability on the part of the County until approved or adopted by the Board of County Commissioners.

7. Duties of the Affordable Housing Advisory Committee include but are not limited to:

   • Providing advice to the Board of County Commissioners regarding the provision of affordable housing and workforce housing within the county
   • Assessing new affordable housing strategies
   • Reviewing and assessing the county's current affordable housing incentives
   • Reviewing the County's current policies and procedures as related to the provision of affordable housing
RESOLUTION NO. 2008 - 008

- Reviewing the Housing Element component of the County's Comprehensive Plan Evaluation and Appraisal Report.
- Reviewing the County's Land Development Regulations as they relate to the provision of affordable and workforce housing.
- Submitting a report to the Board of County Commissioners by December 31, 2008 and each 3 years thereafter, to recommend specific actions or initiatives to encourage and facilitate affordable housing while protecting the ability of property to appreciate in value.

The foregoing resolution was offered by Commissioner Peter D. O'Bryan and seconded by Commissioner Wesley S. Davis, and, being put to a vote, the vote was as follows:

Chairman, Sandra L. Bowden , Aye
Vice-Chairman, Wesley S. Davis , Aye
Commissioner Peter D. O'Bryan , Aye
Commissioner Joseph E. Flescher , Aye
Commissioner Gary C. Wheeler , Aye

The Chairman thereupon declared the resolution duly passed and adopted this 12 th day of March, 2008.
RESOLUTION NO. 2008-58

INDIAN RIVER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: Sandra J. Buchman, Chairman

ATTEST:

By: Louise Allen, D.C.

Jeffrey K. Barton, Clerk

APPROVED AS TO FORMAT
AND LEGAL SUFFICIENCY:

William G. Collins, II
County Attorney

STATE OF FLORIDA
INDIAN RIVER COUNTY
THIS IS TO CERTIFY THAT THIS IS
A TRUE AND CORRECT COPY OF
THE ORIGINAL ON FILE IN THIS
OFFICE.

Jeffrey K. Barton, Clerk
IN ELDON, D.C(146,240),(862,436)
DATE: May 19, 2008
Members of the Indian River County Affordable Housing Advisory Committee Appointed by the Indian River County Board of County Commissioners, pursuant to Section 420.3075(2).F.S.: Representational Criteria Voting Members

1. A citizen who is actively engaged in the residential home building industry in connection with affordable housing.

2. A citizen who is actively engaged in the banking or mortgage industry in connection with affordable housing.

3. A citizen who is a representative of those areas of labor engaged in home building in connection with affordable housing.

4. A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.

5. A citizen who is actively engaged as a for-profit provider of affordable housing.

6. A citizen who is actively engaged as a not-for-profit provider of affordable housing.

7. A citizen who is actively engaged as a real estate professional in connection with affordable housing.

8. A citizen who actively serves on the County's local planning agency (Planning and Zoning Commission) pursuant to §163.3147.F.S.

9. A citizen who resides within the county.

10. A citizen who represents employers within the county.

11. A citizen who represents essential services personnel, as defined in the Local Housing Assistance plan.
RESOLUTION NO. 2008-038

EXHIBIT "A"

Voting Members

12. A representative appointed by the City of Fellsmere
13. A representative appointed by the City of Vero Beach
14. A representative appointed by the City of Sebastian
15. A representative appointed by the Town of Indian River Shores
16. A representative appointed by the Town of Orchid

EXHIBIT "B"

Non-Voting Member

Representational Criteria

1. A member of the Indian River County Board of County Commissioners
Notice is hereby given that, on November 19, 2008, the Indian River County Affordable Housing Advisory Committee (AHAC), pursuant to requirements of Section 420.9076(5), F.S., will conduct a public hearing on the Affordable Housing Advisory Committee’s 2008 Incentive Review and Recommendation Report for revisions and additions to the county’s affordable housing incentives. The AHAC report addresses all affordable housing incentives listed in paragraphs A through K of Section 420.9076(4), F.S. As structured, the draft AHAC report recommends keeping all of the county’s current affordable housing incentives with some revisions.

Date & Time: Wednesday, November 19, 2008, at 9:30 a.m.

Place: Conference Room B1-501
County Administration Building “B”
1800 27th Street
Vero Beach, FL 32960

Reports: Copies of the AHAC Report are available at the Planning Division located at 1801 27th Street, Vero Beach, FL 32960

ANYONE WHO NEEDS A SPECIAL ACCOMMODATION FOR THIS MEETING MUST CONTACT THE COUNTY’S AMERICAN’S WITH DISABILITIES ACT (ADA) COORDINATOR AT (772) 226-1233 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING.

To be advertised on November 9, 2008, in Section “A”

Please forward two proofs of publication before public hearing date to:

Kathy Charest
Planning Department
1801 27th Street
Vero Beach, Florida 32960
RESOLUTION NO. 2008-__

A RESOLUTION OF THE INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING THE INDIAN RIVER COUNTY AFFORDABLE HOUSING ADVISORY COMMITTEE (AHAC) REPORT AND DIRECTING STAFF TO REVISE THE COUNTY'S LOCAL HOUSING ASSISTANCE PLAN CONSISTENT WITH THE AFFORDABLE HOUSING ADVISORY COMMITTEE REPORT RECOMMENDATIONS

WHEREAS, The County, on April 6, 1993, adopted ordinance 93-13, establishing the county's Local Housing Assistance Program pursuant to section 420.9072, Florida Statutes and Rule 67-37, F.A.C.; and

WHEREAS, pursuant to revised Section 420.9076(4), F.S., each local government participating in the State Housing Initiatives Partnership (SHIP) program must prepare an Affordable Housing Advisory Committee Report that recommends to the local governing body specific actions or initiatives to encourage or facilitate affordable housing; and

WHEREAS, the Indian River County Affordable Housing Advisory Committee held public meetings on June 5, 2008, July 17, 2008, and August 20, 2008, at which the AHAC reviewed the county’s Housing Element Evaluation and Appraisal Report and existing county affordable housing incentives, as well as the affordable housing incentives contained in paragraphs A through K of Section 420.9076 (4) F.S., to determine which incentives are appropriate for Indian River County and should be incorporated in the AHAC report; and

WHEREAS, the AHAC held a public hearing pursuant to the requirements of Section 420.9076(5), F.S., on November 19, 2008 to review the Affordable Housing Advisory Committee Report; and
WHEREAS, the AHAC at its November 19, 2008 public hearing voted to approve the AHAC report and recommend that the Board of County Commissioners amend the Indian River County Local Housing Assistance Plan; and

WHEREAS, a copy of the Affordable Housing Advisory Committee report must be submitted to the Florida Housing Finance Corporation by December 31, 2008; and

WHEREAS, a copy of the amended Indian River County Local Housing Assistance Plan must be submitted to the Florida Housing Finance Corporation for its review by May 1, 2009.

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 Affordable Housing Advisory Committee Report is hereby approved, and staff is directed to revise the county Local Housing Assistance Plan to include recommendations contained in the AHAC report.

Section 3.
Staff is directed to submit a copy of the AHAC report to the Florida Housing Finance Corporation by December 31, 2008.

Section 4.
Staff is directed to submit a copy of the revised Indian River
RESOLUTION NO. 2008-___

County Local Housing Assistance Plan to the Florida Housing Finance Corporation by May 1, 2009.

The foregoing resolution was offered by Commissioner ______, and seconded by Commissioner ____________, and being put to a vote, the vote was as follows:

Chairman, Wesley S. Davis
Vice Chairman, Joseph E. Flescher
Commissioner, Bob Solari
Commissioner, Gary C. Wheeler
Commissioner, Peter O'Bryan

The Chairman thereupon declared the resolution duly passed and adopted this 9th day of December, 2008.

Board of County Commissioners
of Indian River County
By: _____________________, Chairman

Attest by: _____________________
Jeffrey K. Barton,
Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____________________
William G. Collins, II
County Attorney
TO: Joseph A. Baird,
County Administrator

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

FROM: Christopher R. Mora, P.E., 
Assistant Public Works Director

DATE: November 26, 2008

SUBJECT: Middle School BB - Roadway Improvements
57th Street between 66th Avenue and 58th Avenue
Interlocal Agreement between Indian River County
and the School Board of Indian River County

BACKGROUND

The Indian River County School District is building a new middle school on the north side of 57th Street, east of 66th Avenue, in unincorporated Indian River County. The proposed new school, temporarily named “Middle School BB”, is located in the southeast corner of a 152-acre site owned by the School District. Future plans for the overall site also include a maintenance facility and an additional school. Currently only the middle school is under construction. The new middle school is planned to open in August, 2009 with an opening enrollment of approximately 700 students. The school is designed to accommodate up to 1,200 students.

The school site plan has been reviewed and approved by the County’s Technical Review Committee (TRC) and the School Planning Technical Advisory Committee (SPTAC). As part of the technical review process, a number of roadway improvements were identified.

ANALYSIS

Traffic generated by the new middle school will have three points of access (see Attachment 1). Parent drop off/pickup will access the school from 59th Street, an east/west paved street extending along the north side of the school. School buses will access from 62nd Avenue, a north/south paved street connecting 57th Street and 61st Street. Delivery traffic will also access from 62nd Avenue, but from a driveway separated from the bus loading area.
ANALYSIS (continued)

The following roadway improvements are required:

1. **57th Street between 66th Avenue and 58th Avenue** – paving of 57th Street will be designed and constructed by the School District, and will include an eastbound right turn lane on 57th Street approaching 58th Avenue.
   a) The ¼ mile segment of 57th Street between 64th Avenue and 58th Avenue must be completed prior to the school opening.
   b) The remaining ¼ mile of 57th Street, between 66th Avenue and 64th Avenue, will be paved with the Lateral A Canal bridge reconstruction.

2. **62nd Avenue between 57th Street and 61st Street** – design and construction of 62nd Avenue as a paved, 2-lane street will be done by the School District. 62nd Avenue will become a County roadway. This improvement must be completed prior to the school opening.

3. **64th Avenue (west of the school), 59th Street (north of the school) and Circle Road connection** – design and construction to be done by the School District prior to school opening. These streets will remain under School District ownership as part of the school campus and overall site transportation network.

4. **Sidewalk along 57th Street between 66th Avenue and 58th Avenue** – sidewalk along the north side of 57th Street will be designed and constructed by the School District prior to the school opening.

5. **57th Street / 58th Avenue traffic signal** – new traffic signal will be designed and constructed by the County prior to the school opening.

6. **57th Street bridge east of 66th Avenue, over Lateral A Canal** – the County will design and the School District will construct a new 3-lane bridge to replace the existing bridge. The new bridge will be under construction but will not be open for traffic when the school opens. School traffic will utilize other routes to access the school, primarily the newly signalized intersection of 57th Street & 58th Avenue.

7. **57th Street / 66th Avenue traffic signal** – new traffic signal will be designed and constructed by the County. The signal will be activated once the bridge construction is completed.

8. **Lateral A Canal access road** – an unpaved access road for canal maintenance will be constructed by the School District along the east side of the Lateral A Canal, on School District property. The canal is currently maintained by the Indian River Farms Water Control District from the west side of the canal, however 66th Avenue roadway improvements will prohibit this in the future.

9. **Southbound left turn lane on 66th Avenue approaching 57th Street** – a southbound left turn lane on 66th Avenue approaching 57th Street will be designed by the School District and constructed by the County. The new left turn lane will be under construction but will not be open for traffic when the school opens. School traffic will utilize other routes to access the school, primarily the newly signalized intersection of 57th Street & 58th Avenue.
ANALYSIS (continued)

Of the nine roadway improvements listed previously, Items #1a, 2, 3, 4 and 8 will be funded 100% by the School District, with no contribution from the County. The total cost of the remaining items (#1b, 5, 6, 7 and 9) is estimated at $2.5 million. The attached interlocal agreement proposes to split the $2.5 million cost 50-50 between the County and the School District. The School District will pave the remaining ¼ mile of 57th Street (east of 66th Avenue) and replace the Lateral A Canal bridge at a total estimated cost of $1.25 million. The County will install the two traffic signals and construct the left turn lane on 66th Avenue, also at a total estimated cost of $1.25 million. Roadway and bridge design work will likewise be shared by the County and School District, and the design costs are covered under the aforementioned cost estimates.

The School Board approved and signed the attached interlocal agreement at their regular meeting of November 18, 2008.

FUNDING

Funding will be from the Gas Tax account number 10921441-066510-07806.

ALTERNATIVES

Alternative No. 1
Approve, and authorize the Chairman to sign, the attached Interlocal Agreement between the County and the School Board, covering roadway improvements to 57th Street, 66th Avenue and 58th Avenue.

Alternative No. 2
Deny the Interlocal Agreement and cancel the improvements.

RECOMMENDATION

Staff recommends Alternative No. 1... the Board of County Commissioners approve, and authorize the Chairman to sign, the attached Interlocal Agreement for roadway improvements to 57th Street, 66th Avenue and 58th Avenue.
ATTACHMENT:

1. Middle School BB site layout
2. Interlocal Agreement (2 originals)

<table>
<thead>
<tr>
<th>Indian River Co.</th>
<th>Approved</th>
<th>Date</th>
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<tbody>
<tr>
<td>Administration</td>
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<tr>
<td>Traffic Engineer</td>
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AGENDA COPY

INTERLOCAL AGREEMENT BETWEEN
INDIAN RIVER COUNTY, FLORIDA
AND
THE SCHOOL BOARD OF INDIAN RIVER COUNTY
FOR IMPROVEMENTS TO 57TH STREET, 66TH AVENUE AND 58TH AVENUE

THIS AGREEMENT, entered into this ___ day of ____________, 2008, by and
between INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the State of
Florida, 1801 27th Street, Vero Beach, Florida 32960, hereafter called “COUNTY” and
SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA, 1990 25th Street, Vero
Beach, Florida, 32960 hereafter called “SCHOOL BOARD”;

WHEREAS, the SCHOOL BOARD is constructing a middle school on the north side of
57th Street, east of 66th Avenue, located in Indian River County, and

WHEREAS, 57th Street between 66th Avenue and 58th Avenue, which includes a narrow
bridge over the Lateral “A” Canal, is currently an unpaved two-lane road along SCHOOL
BOARD property; and

WHEREAS, the SCHOOL BOARD plans to complete and open the new middle school
on August 24, 2009; and

WHEREAS, turn lanes and traffic signals will be needed for school traffic at the
intersection of 57th Street and 58th Avenue; and at the intersection of 57th Street and 66th Avenue;
and a new bridge to replace the narrow bridge over the Lateral “A” Canal on 57th Street
immediately east of 66th Avenue;

WHEREAS, it is mutually beneficial to both the SCHOOL BOARD and the COUNTY
to cooperatively design, permit, fund, and construct roadway, traffic, and stormwater
improvements within the 57th Street, 66th Avenue and 58th Avenue corridors;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises,
covenants and premises hereafter, the COUNTY and the SCHOOL BOARD agree as follows:

1. **Recitals.** The above recitals are affirmed as being true and correct and are thereby
incorporated herein.

2. **School Board Responsibilities.** The SCHOOL BOARD shall design and obtain all
necessary permits for construction of a southbound left turn lane on 66th Avenue approaching
57th Street. The SCHOOL BOARD shall obtain permits for and build a bridge over the Lateral
“A” canal on 57th Street east of 66th Avenue. The SCHOOL BOARD shall permit and construct
road improvements on 57th Street between 66th Avenue and 64th Avenue, necessary to connect the new bridge over the Lateral “A” canal to the newly-improved section of 57th Street between 64th Avenue and 58th Avenue.

3. **County Responsibilities.** The COUNTY shall design a bridge to replace the current bridge over the Lateral “A” canal located at the intersection of 57th Street and 66th Avenue. The COUNTY shall design and construct traffic signals at the intersections of 57th Street & 58th Avenue, and 57th Street & 66th Avenue. The COUNTY shall construct a southbound left turn lane on 66th Avenue approaching 57th Street, and the associated improvements including embankment stabilization improvements to the Lateral “A” canal.

4. **School Board and County Cost Sharing.** The parties estimate that the traffic improvements to 57th Street, and to 66th Avenue, traffic signals at 57St/66Av and 57St/58Av, and bridge construction at 57th Street & 66th Avenue will cost approximately $2,500,000. To advance construction of the aforementioned road improvements, the COUNTY and SCHOOL DISTRICT shall:

   a. Equally share the cost of the improvements, with the SCHOOL DISTRICT funding the 66th Avenue turn lane design and permitting, bridge permitting & construction over the Lateral “A” canal, and construction & permitting of road improvements to 57th Street between 64th Avenue and 66th Avenue at the estimated cost of $1,250,000; and the COUNTY paying for bridge design, traffic signals at two intersections and left turn lane & associated improvements’ construction on 66th Avenue north of 57th Street, at the estimated cost of $1,250,000.

   b. Any savings or cost overruns on any of these improvements will be shared equally between the parties. Each party’s financial liability for the Project shall be no more than $1,250,000. If the cost is determined to be substantially over $1,250,000, then the parties may renegotiate this agreement.

5. **Insurance and Indemnity.** The SCHOOL BOARD’S contractors and subcontractors will maintain the following minimum limits of insurance during the term of this agreement and shall provide evidence of said coverage being in effect by providing the COUNTY with a Certificate of Insurance listing Indian River County as an additional insured:
a. Commercial General Liability Coverage shall include contractual liability, products and completed operations, independent contractors, broad form general liability extensions, and per contract aggregate:

   Each Occurrence: $3,000,000
   Fire Damage (Any one fire) $50,000
   Medical Expenses (Any one person) $5,000
   Personal & Adv Injury $1,000,000
   General Aggregate $2,000,000

b. Automobile Liability – Combined Single Limit $3,000,000.

c. Worker’s Compensation Statutory – as required by the State of Florida:

   Each Accident $100,000
   Each Disease – Each Employee $100,000
   Each Disease – Policy Limit $500,000

d. Professional Liability insurance on occurrence or claims made basis with limits of liability not less than $1,000,000 per occurrence and $2,000,000 aggregate combined single limit. This policy shall cover COUNTY, all employees, and/or volunteers and all independent contractors, subcontractors and professional contractual persons hired or retained by the SCHOOL BOARD.

e. There shall be no more than $5,000 deductible per claim amount unless approved by the COUNTY Risk Manager. Any deductibles or self-insured retentions greater than $5,000 must be approved by the Risk Manager for the COUNTY with the ultimate responsibility for same going to the SCHOOL BOARD.

f. To the extent allowed by the Laws of Florida, the SCHOOL BOARD hereby agrees to indemnify, defend, save and hold harmless the COUNTY from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission, or commission of the SCHOOL BOARD, its agents, or employees, arising out of this agreement or the work which is the subject hereof. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the COUNTY for its own negligence.
6. **Miscellaneous**
   
a. **Litigation:** In the event any legal proceedings are required to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees at both trial and appellate levels, together with all costs of said proceedings.
   
b. **Amendment:** 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.
   
c. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.
   
d. **Severability, Construction and Interpretation.** In the event that any section, subsection, sentence, clause or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality or unenforceability shall not affect any of the other remaining Articles, sections, subsections, sentences, clauses or words of this Agreement, and this Agreement shall be read and/or applied as if the invalid, illegal or unenforceable section, subsection, sentence, clause or word did not exist. This Agreement was mutually negotiated by all parties who have executed the same. Consequently, it is the intent of the parties that no provision shall be more harshly construed against either party as the drafter hereof.
   
d. **Governing Law:** 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.
   
e. **Property Insurance/Risk Management.** At the time of conveyance of any properties under this agreement, the receiving party shall be responsible for securing insurance coverage on the facility and grounds.
   
f. **Assignment.** This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the SCHOOL BOARD or COUNTY under any circumstances without the prior written consent of the other party.
   
g. **Jurisdiction.** This agreement is governed by and construed in accordance with the laws of the State of Florida.
h. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity wherewith.

i. **Disclaimer of Third Party Beneficiaries.** Nothing in this agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereto, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of all parties hereto and shall be binding upon said parties and their respective and express representatives, successors and assigns.

j. **Effective Date.** Prior to this agreement, or any amendment hereto, becoming effective, it shall be approved and executed by all parties hereto; and pursuant to Section 163.01(11), Florida Statutes (2003), this Agreement shall become effective immediately after signing by the last party.

k. **Termination and Amendment.** Except as otherwise provided herein, this Interlocal Agreement shall terminate automatically after completion of the project.

l. **Notices.** Any of all notices (except invoices) given or required under this agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

**If to the COUNTY:**
Indian River County
Public Works Department
1801 27th Street
Vero Beach, Florida 32960
Attn: James W. Davis, P.E., Public Works Director

**If to the SCHOOL BOARD:**
School Board of Indian River County
1990 25th Street
Vero Beach, Florida 32960
Attn: Dr. Dan McIntyre, Executive Director, Planning & Operations
IN WITNESS WHEREOF the COUNTY and the SCHOOL BOARD have caused these presents to be executed in their names, the day and year first above written.

SCHOOL BOARD OF
INDIAN RIVER COUNTY

Carol Johnson, Chairman
Witnessed by:
Harry LaCava, Ed.D.
Superintendent
11/19/2008

INDIAN RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS

Wesley S. Davis, Chairman
Approved by BCC __________
Attest:
Jeffrey K. Barton, Clerk of Circuit Court

Approved as to Form
and Legal Sufficiency

William K. DeBraal
Deputy County Attorney

Approved as to Form
And legal Sufficiency

By:
Usher L. Brown, Esq.,
School Board Attorney
Date: November 19, 2008
To: Judy Stang
Fax: 772 564 3105
From: Usher L. Brown

Pages (including this one): 2

File Name: SDIRC/Indian River Co. Board of Co. Commissioners

If there are any questions regarding this fax, please call Tami at 407/425-9566, xt. 112.

This facsimile message is attorney/client privileged material and is, accordingly, confidential. This message is intended only for the individual or entity named above. If the recipient of this message is not the intended recipient, please be advised that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us by telephone immediately and return the original message to either above address via the U.S. Mail. Thank you.

COMMENTS: Judy, please see the attached signature page as signed by Larry.
IN WITNESS WHEREOF the COUNTY and the SCHOOL BOARD have caused these presents to be executed in their names, the day and year first above written.

SCHOOL BOARD OF
INDIAN RIVER COUNTY

Carol Johnson, Chairman

Witnessed by:

Harry LaCava, Ed.D.
Superintendent

INDIAN RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS

Sandra Bowden, Chairman

Approved by BCC

Attest:

Jeffrey K. Barton, Clerk of Circuit Court

Approved as to Form
and Legal Sufficiency

William K. DeBraal
Deputy County Attorney

Approved as to Form
and Legal Sufficiency

By: Usher L. Brown, Esq.,
School Board Attorney
MEMORANDUM

TO: The Board of County Commissioners
FROM: William G. Collins II - County Attorney
DATE: December 3, 2008
SUBJECT: Attorney-Client Session Concerning Litigation with Ocean Concrete, Inc. and George Maib

This is to advise you that I desire an attorney-client session under the provisions of Florida Statute 286.011(8) to receive advice concerning the litigation with Ocean Concrete, Inc. and George Maib. The attorney-client session will be held at 11:30 a.m. on December 16, 2008 in the County Commissioners' Conference Room located on the second floor of Building A of the County Administration Complex, 1801 27th Street, Vero Beach, Florida. State law requires that the attorney-client session commence at an open meeting of the Board of County Commissioners at which the Chairman must announce the commencement and the estimated length of the attorney-client session (30 minutes) and the names of the persons attending.

The persons attending the meeting will be Commissioners Wesley Davis, Joseph Flescher, Gary Wheeler, Peter O'Bryan, and Bob Solari. Also present will be County Administrator Joseph Baird, County Attorney William Collins, Assistant County Attorney George Glenn, and a certified court reporter.

At the conclusion of the attorney-client session, the public meeting will be re-opened and the Chairman must announce the termination of the attorney-client session.
TO: Board of County Commissioners

THROUGH: William Collins, County Attorney

FROM: William K. DeBraal, Deputy County Attorney

DATE: December 3, 2008

SUBJECT: Unconditional Offer for Parcel 108 on 66th Avenue owned by William Bethel – 4875 66th Avenue, Vero Beach

Mr. Bethel owns a 0.89 acre parcel of property located at 4875 66th Avenue. This site is rectangular in shape with 118 feet frontage along 66th Avenue and is 330 feet deep. The property is located outside the urban service boundary and is zoned A-1 Agricultural. The parcel contains a 3 bedroom, 2 bath, 1732 sq. foot concrete block house together with an attached two car garage and a rear screened porch. There is a detached concrete block workshop located at the rear of the property.

In order to accommodate the planned improvements to 66th Avenue, the County needs to acquire approximately 0.30 acres from Mr. Bethel. No structures are located within the area of take but site improvements consisting of landscaping and a driveway lie within the area of take. Additionally, the western line of the take will come within six feet of the house. A copy of the sketch of the parent parcel, the part taken, and remainder is attached to this memorandum.

A recent appraisal establishes the value of the entire parcel at $185,000. The partial taking was valued at $133,000. The partial taking damages consist of severance damages in the amount of $104,000 and the value of the land and site improvements of $29,000. The reason for the high severance damages is that the appraiser states that since the western line of the take will come within six feet of the house, the construction of the road improvements is estimated to render the home unmarketable.
In order to recommence negotiations with Mr. Bethel, who is represented by David Holloway of the firm of Tileston, Simon & Holloway, the Board is required to make an unconditional offer to Mr. Bethel and provide him with a copy of the appraisal on which it is based. In the past, the Board has extended an offer of the appraised value plus 15% in order to defray possible attorney’s fees. In this case the appraised value of $133,000 plus 15% would equal $152,950.

Recommendation: Staff recommends the Board approve an unconditional offer to purchase the necessary right-of-way from Mr. Bethel at a price of $152,950.

Should you have any questions concerning this matter, please do not hesitate to contact me.
SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LEGAL DESCRIPTION: PARCEL 108

A PARCEL OF LAND BEING THE SOUTH 118.00 FEET OF THE NORTH 148.00 FEET OF THE EAST 112.00 FEET OF TRACT 9, INDIAN RIVER FARMS CO. PLAT OF LANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDER IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS, SAINT LUCIE COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF SAID TRACT 9 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 112.00 FEET OF SAID TRACT 9 AND THE SOUTH LINE OF THE NORTH 30.00 FEET OF SAID TRACT 9; THENCE SOUTH 00'08'10" WEST, ALONG SAID WEST LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH 44'52"32" EAST, A DISTANCE OF 14.14 FEET; THENCE SOUTH 89'53'14" EAST, A DISTANCE OF 27.78 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

ALL SAID LANDS LYING WITHIN SECTION 19, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA.

CONTAINING 0.30 ACRES, MORE OR LESS

SAID PARCEL OF LAND LYING WITHIN THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1607, PAGE 350, PUBLIC RECORDS, INDIAN RIVER COUNTY, FLORIDA.

ALL BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 19, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, SAID LINE IS ASSUMED TO BEAR NORTH 00'08'10" EAST.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS LEGAL DESCRIPTION AND SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

PERRY C. WHITE
PROFESSIONAL LAND SURVEYOR AND MAPPER
LICENSE NO. 4213, STATE OF FLORIDA
DATE: 1/15/07

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON. NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
MEMORANDUM

TO: Board of County Commissioners
THROUGH: William Collins, County Attorney
FROM: William K. DeBraal, Deputy County Attorney
DATE: December 3, 2008
SUBJECT: Unconditional Offer for Parcel 109 on 66th Avenue owned by William and Ruth Stanbridge, 4855 66th Avenue, Vero Beach

Mr. and Mrs. Stanbridge own a 1.23 acre parcel of property located at 4855 66th Avenue. This site is rectangular in shape with 161 feet frontage along 66th Avenue and is 330 feet deep. The property is located outside the urban service boundary and is zoned A-1 Agricultural. The parcel contains a 1.5 bedroom, 1.5 bath, 809 sq. foot wood frame house built in 1926. The site also contains two detached storage sheds. This property is adjacent to their homestead property that will be addressed separately.

In order to accommodate the planned improvements to 66th Avenue, the County needs to acquire approximately 0.42 acres from Mr. and Mrs. Stanbridge. Most of the home lies within the area of take. Site improvements consisting of trees, fencing, landscaping and a driveway also lie within the area of take. A copy of the sketch of the parent parcel, the part taken, and remainder is attached to this memorandum.

A recent appraisal establishes the value of the entire parcel at $120,000. The partial taking was valued at $68,000. The partial taking damages consist of severance damages in the amount of $5,500 and the value of the land and home improvements of $62,500. The reason for the increased damages is due...
to the loss of the home as a result of the take. Also, severance damages apply as the take will result in a 34% reduction to the size of the property.

In order to recommence negotiations with Mr. and Mrs. Stanbridge, who are represented by David Holloway of the firm of Tileston, Simon & Holloway, the Board is required to make an unconditional offer to Mr. and Mrs. Stanbridge and provide them with a copy of the appraisal on which it is based. In the past, the Board has extended an offer of the appraised value plus 15% in order to defray possible attorney’s fees. In this case the appraised value of $68,000 plus 15% would equal $78,200.

**Recommendation:** Staff recommends the Board approve an unconditional offer to purchase the necessary right-of-way from Mr. and Mrs. Stanbridge at a price of $78,200.

Should you have any questions concerning this matter, please do not hesitate to contact me.
LEGAL DESCRIPTION: PARCEL 109

A PORTION OF LAND BEING THE EAST 112.00 FEET OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 554, PAGE 1006, PUBLIC RECORDS, INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL LYING WITHIN TRACT 9, INDIAN RIVER FARMS CO. PLAT OF LANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS, SAINT LUCIE COUNTY, FLORIDA,

ALL SAID LANDS LYING WITHIN SECTION 19, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA.

CONTAINING 18,142 SQUARE FEET OR 0.42 ACRES, MORE OR LESS

ALL Bearings SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 19, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, SAID LINE IS ASSUMED TO BEAR NORTH 00°08’10” EAST.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS LEGAL DESCRIPTION AND SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

PERRY C. WHITE
PROFESSIONAL LAND SURVEYOR AND MAPPER
LICENSE NO. 4213, STATE OF FLORIDA
DATE: 1/15/07

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON. NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

STA: 283+80.55
OFFSET: 29.00 R

STA: 283+80.50
OFFSET: 83.00 L

30.00' ROAD R/W
AS DETERMINED BY
INDIAN RIVER COUNTY

112' ADDITIONAL R/W
A PORTION OF TRACT 9
P.B. 2, PG. 25, S.L.C.R.
VERO BEACH, FL., 32967
PID-32391900001009000002.0

STA: 282+18.59
OFFSET: 83.00 L

STA: 282+18.64
OFFSET: 29.00 R

50' R/W PER STATE OF FLORIDA
STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP
SECTION NO. 88530, ROAD NO. 505
COUNTY ROAD 615, 66th AVENUE

LEGEND:
D.B. - DEED BOOK
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
P.B. - PLAT BOOK
PG. - PAGE
PID - PROPERTY IDENTIFICATION NUMBER
POT - POINT OF TANGENCY
S.L.C.R. - ST. LUCIE COUNTY RECORDS
STA - STATION
Ø - WOOD POWER POLE
MB - MAILBOX

SCALE: 1" = 80'

ARCADIS U.S., Inc.
2001 Vista Parkway
West Palm Beach, Florida 33411
Tel: (561) 697-7000 Fax: (561) 697-7151
www.arcadis-us.com
MEMORANDUM

TO: Board of County Commissioners
THROUGH: William Collins, County Attorney
FROM: William K. DeBraal, Deputy County Attorney
DATE: December 3, 2008
SUBJECT: Unconditional Offer for Parcel 110 on 66th Avenue owned by William and Ruth Stanbridge, 4835 66th Avenue, Vero Beach

Mr. and Mrs. Stanbridge own a 1.25 acre parcel of property located at 4835 66th Avenue. This site is rectangular in shape with 165 feet frontage along 66th Avenue and is 330 feet deep. The property is located outside the urban service boundary and is zoned A-1 Agricultural. The parcel contains a 2 bedroom, 2 bath, 1,819 sq. foot concrete block house together with two detached pole sheds used as a garage and recreational vehicle storage. There is a detached wood frame workshop containing a recreation rooms with air conditioning located at the rear of the property. This property serves as their home and is granted a homestead exemption by the Property Appraiser's office. The Stanbridges own an adjacent parcel of property that will be addressed separately.

In order to accommodate the planned improvements to 66th Avenue, the County needs to acquire approximately 0.42 acres from Mr. and Mrs. Stanbridge. Approximately one third of the home lies within the area of take. Site improvements consisting of trees, landscaping and a rock driveway lie within the area of take. A copy of the sketch of the parent parcel, the part taken, and remainder is attached to this memorandum.

A recent appraisal establishes the value of the entire parcel at $230,000. The partial taking was valued at $177,000. The partial taking damages consist of severance damages in the amount of $29,000 and the value of the land and home improvements of $148,000. The reason for the increased damages is due
to the loss of the home as a result of the take. Also, severance damages apply as the take will result in a 34% reduction to the size of the property.

In order to recommence negotiations with Mr. and Mrs. Stanbridge, who are represented by David Holloway of the firm of Tileston, Simon & Holloway, the Board is required to make an unconditional offer to Mr. and Mrs. Stanbridge and provide them with a copy of the appraisal on which it is based. In the past, the Board has extended an offer of the appraised value plus 15% in order to defray possible attorney's fees. In this case the appraised value of $177,000 plus 15% would equal $203,550.

**Recommendation:** Staff recommends the Board approve an unconditional offer to purchase the necessary right-of-way from Mr. and Mrs. Stanbridge at a price of $203,550.

Should you have any questions concerning this matter, please do not hesitate to contact me.
LEGAL DESCRIPTION: PARCEL 110

A PORTION OF LAND BEING THE EAST 112.00 FEET OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 264, PAGE 108, PUBLIC RECORDS, INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL LYING WITHIN TRACT 9, INDIAN RIVER FARMS CO. PLAT OF LANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS, SAINT LUCIE COUNTY, FLORIDA,

ALL SAID LANDS LYING WITHIN SECTION 19, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA.

CONTAINING 18,480 SQUARE FEET OR 0.42 ACRES, MORE OR LESS

ALL BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 19, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, SAID LINE IS ASSUMED TO BEAR NORTH 00°08'10" EAST.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

CERTIFICATION:
I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS LEGAL DESCRIPTION AND SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

PERRY C. WHITE
PROFESSIONAL LAND SURVEYOR AND MAPPER
LICENSE NO. 4213, STATE OF FLORIDA
DATE: 1/15/07

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON. NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!
INTER-OFFICE MEMORANDUM

TO: Members of the Board of County Commissioners

DATE: December 1, 2008

SUBJECT: Request for a Letter of Support to the Environmental Learning Center

FROM: Commissioner Peter D. O'Bryan, District 4

I would like to request that the Board authorize a letter of support to the Environmental Learning Center endorsing their efforts to rebuild the structures destroyed in a fire on June 30, 2008 to green building standards and the incorporation of renewable energy systems.

Attachment: E-mail dated November 29, 2008
Peter & Judy – In our reconstruction efforts from the fire, we are striving to build to Florida Green Building Coalition standards. As part of that effort, we would like to purchase and install a photovoltaic solar system to (hopefully) provide power for all 3 building spaces: wet lab exhibit area, classroom, and public bathrooms. We also want to install a traditional solar water heating system for the public bathrooms.

The budget for that effort is approx. $95,000. I am working on trying to raise the funds for the project. The reason for contacting you is to see if you might be willing to write a letter of support? Nothing long and involved, just a simple short statement of support.

Peter – I don’t know how involved that is coming from the County. If a long involved process, don’t worry about it. You have more important things to deal with.

Judy – Getting something from the IR County Sustainability Committee would be terrific. But if that needs a committee meeting to agree to it, pls don’t trouble yourself.

If possible, letter written to me (Holly Dill, Executive Director, Environmental Learning Center, 255 Live Oak Dr, Vero Beach 32963).

And it literally could say something like..."We understand the Environmental Learning Center is rebuilding the structures lost in the June 30\textsuperscript{th} fire and that green construction standards are being used. Part of the effort is the purchase and installation of a photovoltaic solar system to provide power for the buildings including air conditioning, lights, filtration systems for the display aquariums, etc. The Indian River County Sustainability Committee supports these efforts by the ELC. Please accept this letter as endorsement of the project..." You know how it goes.

Again, pls don't think twice about this if it's a hassle in any way. I know you are both very busy.

Thanks, holly
To: Members of the Emergency Services District

Date: December 1, 2008

Subject: FY 2007-2008 Records Disposition Compliance Statement and
Records Management Liaison Officer Form
Emergency Services District

From: Darcy Vasilas
Commissioner Assistant – District 3

Effective February 20, 2001, agencies are no longer required to obtain authorization from the Department of State prior to the disposition of scheduled records, but must maintain specific information for documenting this activity. Each Agency is required to "...submit to the Division, once a year, a signed statement attesting to the agency's compliance with records disposition laws, rules and procedures."

Attached is a Records Disposition Compliance Statement for the period October 1, 2007 and ending September 30, 2008 for the Indian River County Emergency Services District.

Recommendation

Authorize the Chairman to sign the Records Disposition Compliance Statements for the period October 1, 2007 through September 30, 2008 and submit the Record Management Liaison Officer (RMLO) form to the Florida Department of State for the Indian River County Emergency Services District.

Attachments: Letter Dated November 1, 2008 from FL Department of State
Record Disposition Compliance Statement
November 1, 2008

Mrs. Darcy Vasilas  
Indian River County Emergency Services District  
1801 27th Street, Building A  
Vero Beach, Florida 32960-3365

Dear Mrs. Vasilas:

As a Florida public agency, you are required by Rule 1B-24.003(11), Florida Administrative Code, to submit annually to the Division of Library and Information Services “a signed statement attesting to the agency’s compliance with records disposition laws, rules, and procedures.” Based on these annual statements, our office submits an annual report on statewide compliance to the Legislature and the Executive Office of the Governor for their consideration and action.

For your convenience, we are providing you with the enclosed Records Management Compliance Statement to report your agency’s compliance status. Please complete all information in Section I, Compliance Certification, and make any necessary additions or corrections to your agency or Records Management Liaison Officer information in Sections II and III. Please return the form to the address or fax number indicated at the bottom of the form by December 31, 2008.

We appreciate your prompt attention to this matter. If we can be of service to your agency, please do not hesitate to contact us at (850) 245-6750 or by e-mail at recmgt@dos.state.fl.us.

Sincerely,

Jim Berberich  
Division of Library and Information Services  
Enclosure
# Records Management Compliance Statement

**For Fiscal Year 2007-2008**

<table>
<thead>
<tr>
<th>Section I: Compliance Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. This agency is in compliance with Section 257.36(5), Florida Statutes, and Rule 18-24.003(10), Florida Administrative Code, for all public records regardless of media or format (e.g., paper, electronic including e-mail, microfilm, audio, video, etc.).</td>
</tr>
</tbody>
</table>

   - [X] Yes  [ ] No (Please explain and indicate areas in need of assistance on reverse side.)

2. This agency has disposed of 9.5 cubic feet of records for the fiscal year indicated above. (It is not necessary to indicate volume of electronic records disposed.)

<table>
<thead>
<tr>
<th>Agency Head Signature:</th>
<th>Date: 12/09/08</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Agency Head (please print): Wesley S. Davis</td>
<td></td>
</tr>
<tr>
<td>Title of Agency Head (please print): Commission Chairman</td>
<td></td>
</tr>
</tbody>
</table>

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**Section II: Agency Information**

Please indicate changes to Agency Information on lines provided on right.

**Current Information:**

- Agency Name: Indian River County Emergency Services District
- Agency Head: Sandra Bowden
- Address: 1801 27th Street, Building A
- Vero Beach, Florida 32960-3365

---

**Section III: RMLO Information**

Section 257.036(5)(a), Florida Statutes, requires public agencies to designate a Records Management Liaison Officer (RMLO). Please indicate changes to RMLO Information on lines provided on right. If Current Information is blank, please designate an RMLO for your agency on lines provided on right.

**Current Information:**

- RMLO: Mrs. Darcy Vasilas
- Address: 1801 27th Street, Building A
- Vero Beach, Florida 32960-3365
- Phone: (772) 226-1433
- Fax: (772) 770-5334
- E-Mail: dvasilas@ircgov.com

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*Section 257.36(5), Florida Statutes: "For the purposes of this section, the term "agency" shall mean any state, county, district, or municipal officer, department, division, bureau, board, commission, or other separate unit of government created or established by law. It is the duty of each agency to: (a) Cooperate with the division in complying with the provisions of this chapter and designate a records management liaison officer. (b) Establish and maintain an active and continuing program for the economical and efficient management of records."

*Rule 18-24.003(10), Florida Administrative Code: "Prior to records disposition, an agency must ensure that retention requirements have been satisfied. The minimum requirements for each records disposition is the identification and documentation of the following: (a) Schedule number; (b) Item number; (c) Record series title; (d) The inclusive dates; and (e) The volume in cubic feet. A public record may be destroyed or otherwise disposed of only in accordance with retention schedules established by the Division. Photographic reproductions or reproductions through electronic recordkeeping systems may substitute for the original or paper copy, per Section 92.29, F.S."

Please complete and return this compliance statement by **December 31, 2008** to:

Department of State  
Records Management Program, Mail Station 9A  
Tallahassee, FL 32399-0250  
OR  
Fax to: (850) 245-6795
INDIAN RIVER COUNTY, FLORIDA
MEMORANDUM

TO: Honorable Emergency Services District Board of Commissioners

THROUGH: Joseph A. Baird, County Administrator

THROUGH: John King, Fire Chief

FROM: Brian S. Burken, Assistant Chief

DATE: December 1, 2008

SUBJECT: Approval of FY 2008/09 EMS County Awards Grant: Purchase of Capital/Operating Equipment Using Non-Matching EMS Grant Funds and Grant Resolution

It is respectfully requested that the information contained herein be given formal consideration by the Board of County Commissioners at the next regular scheduled meeting.

DESCRIPTION AND CONDITIONS:

The Department of Health, Bureau of Emergency Medical Services (EMS), is authorized by Chapter 401, Part II, Florida Statutes, to distribute county grant funds. The funds are then made available to eligible county governments to improve and expand their prehospital emergency medical services. The grant program is an innovative process, which enables EMS agencies to enhance EMS systems through the Board of County Commissioners.

It should be noted that the grant conditions require the County to ensure that the EMS grant funds will not be used to supplant or replace any existing EMS budget allocations and the resolution must include a statement to that effect. The grant conditions also require a separate accounting of the EMS funds from all other funds. Historically, the County Awards Grant has been used to purchase medical related equipment or equipment that will assist in the delivery of the service.

ALTERNATIVES AND ANALYSIS:

The county grant funds are derived from surcharges on various traffic violations. Funding in the amount of $32,406.00 has been allocated to Indian River County for FY 2008/09. The grant funds will be utilized as indicated in the grant application for equipment and services to improve and expand the Advanced/Basic Life Support EMS prehospital system. The equipment proposed and justification for purchase in the expenditure plan is as follows:
**COHb Monitors:** For several months the department has been addressing the concern of misdiagnosed carbon monoxide poisonings. With the recent hurricanes and increased use of portable generators by residents and businesses, the department treated and transported numerous individuals with the above listed conditions. Also, the procurement of these devices will assist in the monitoring of firefighters and those individuals subjected to smoke inhalation to be properly monitored, treated and diagnosed.

**Cardiac Monitor Modem:** In coordination with local hospitals in the early detection and treatment of heart attacks, placement of modems within the cardiac monitors to transmit vital EKG’s to the local facility to reduce amount of time to vital treatment.

**HRG Responder Book:** The Hybrid Responder Guide (HRG) contains concise, pertinent information for High Voltage and SRS/Airbag systems. This guide will aid in safe, fast extrication of vehicle occupants as well as protecting our pre-hospital crews from High Voltage and SRS/Airbag incidents.

**Training Manikin:** Expansion and growth of the department has placed a need to add a training manikin. The additional training manikin would allow flexibility of the EMS Training Division to cover more territory with this manikin. Manikin would have the ability for pacing, defibrillation, airway, decompression and IV.

**RECOMMENDATION:**
Staff recommends approval of the FY 2008/09 EMS Grant and resolution to purchase the equipment and services as noted in the attachments. Staff further recommends that the Board of County Commissioners authorize the chairman to execute the necessary documents to obtain funds from the Department of Health in the amount of $32,406.00 and authorize budget amendments as required to receive and expend the grant funds.

In order to comply with the requirements of this Grant, staff is seeking authorization for the establishment of a unique accounting code designator for all County Awards Grant deposits, disbursements, interests accrual and rollover of funds, as they are required to be maintained in a separate fund or account for inspection by the State EMS Monitoring and Compliance Unit.

**ATTACHMENTS:**
Grant Form
Copy of Grant Application
Resolution

**APPROVED FOR AGENDA**

FOR: December 9, 2008

BY: [Signature]
Joseph A. Baird, County Administrator
GRANT NAME: EMS County Awards Grant

AMOUNT OF GRANT: $ 32,406.00

DEPARTMENT RECEIVING GRANT: Fire Rescue

CONTACT PERSON: Brian Burkeen

1. How long is the grant for? __________ Starting Date: FY 2008/09

2. Does the grant require you to fund this function after the grant is over?  
   _____ Yes  
   _____ X  No

3. Does the grant require a match?  
   _____ Yes  
   _____ X  No

If yes, does the grant allow the match to be In Kind Services?  
   _____ Yes  
   _____ X  No

4. Percentage of match: ______________%  

5. Grant match amount required $ ______________

6. Where are the matching funds coming from (i.e. In Kind Services, Reserve for Contingency)?

7. Does the grant cover capital costs or start-up costs?  
   _____ Yes  
   _____ X  No

   If no, how much do you think will be needed in capital costs or start up costs (Attach a detail listing of costs) $ ______________

8. Are you adding any additional positions utilizing the grant funds?  
   _____ Yes  
   _____ X  No

   If yes, please list. (If additional space is needed, please attach a schedule.)

<table>
<thead>
<tr>
<th>Acct.</th>
<th>Description</th>
<th>Position</th>
<th>Position</th>
<th>Position</th>
<th>Position</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>011.12</td>
<td>Regular Salaries</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>011.13</td>
<td>Other Salaries &amp; Wages (PT)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>012.11</td>
<td>Social Security</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>012.12</td>
<td>Retirement-Contributions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>012.13</td>
<td>Insurance-Life &amp; Health</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>012.14</td>
<td>Worker's Compensation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>012.17</td>
<td>S/Sec. Medicare Matching</td>
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<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

9. What is the total cost of each position including benefits, capital, start-up, auto expense, travel and operating?

<table>
<thead>
<tr>
<th>Salary and Benefits</th>
<th>Operating Costs</th>
<th>Capital</th>
<th>Total Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

10. What is the estimated cost of the grant to the county over five years? $ ______________

<table>
<thead>
<tr>
<th>First Year</th>
<th>Grant Amount</th>
<th>Other Match Costs Not Covered</th>
<th>Match</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Second Year</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Third Year</td>
<td>$</td>
<td>$</td>
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<td>$</td>
</tr>
<tr>
<td>Fourth Year</td>
<td>$</td>
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<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Fifth Year</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Signature of Preparer: [Signature]  
Date: December 1, 2008
GRANT APPLICATION

FLORIDA DEPARTMENT OF HEALTH
Bureau of Emergency Medical Services

Complete all items

ID. Code (The State Bureau of EMS will assign the ID Code – leave this blank) C

1. County Name: Indian River County
Business Address: 1800 27th Street Vero Beach Florida 32960
Telephone: (772) 226-3900
Federal Tax ID Number (Nine Digit Number). VF 59 - 60006764

2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the County shall comply fully with the conditions outlined in the Florida EMS County Grant Application.
Signature: __________________________ Date: __________________________
Printed Name: Wesley S. Davis
Position Title: Chairman, Board of County Commissioners

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)
Name: Brian S. Burkeen
Position Title: Assistant Chief
Address: 4225 43rd Avenue Vero Beach Florida 32966
Telephone: (772) 226-3864 Fax Number: (772) 226-3868
E-mail Address: bburkeen@ircgov.com

4. Resolution: Attach a current resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures.

5. Budget: Complete a budget page(s) for each organization to which you shall provide funds.
List the organization(s) below. (Use additional pages if necessary)

Indian River County Fire Rescue

DH Form 1664, Rev. June 2002
### BUDGET PAGE

#### A. Salaries and Benefits:

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL Salaries</td>
<td>N/A</td>
</tr>
<tr>
<td>TOTAL FICA</td>
<td>N/A</td>
</tr>
<tr>
<td>Grand total Salaries and FICA</td>
<td>N/A</td>
</tr>
</tbody>
</table>

#### B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

<table>
<thead>
<tr>
<th>List the item and, if applicable, the quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>TOTAL</td>
<td>N/A</td>
</tr>
</tbody>
</table>

#### C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

<table>
<thead>
<tr>
<th>List the item and, if applicable, the quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardiac Monitor Modems qty 19</td>
<td>$9,900.00</td>
</tr>
<tr>
<td>COhb Monitors qty 2</td>
<td>$9,000.00</td>
</tr>
<tr>
<td>HRG Responder Book qty 51</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Training Manikin</td>
<td>$9,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$32,400.00</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td>$32,400.00</td>
</tr>
</tbody>
</table>

DH Form 1684, Rev. June 2002
REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of Section 401.113(2)(a), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

DOH Remit Payment To:
Name of Agency: Indian River County Board of County Commissioners
Mailing Address: 1800 27th Street Vero Beach Florida 32960
Federal Identification number VF 59-6000674

Authorized Official: Wesley S. Davis, Chairman Board of County Commissioners
Type Name and Title

Sign and return this page with your application to:
Florida Department of Health
BEMS Grant Program
4052 Bald Cypress Way, Bin C18
Tallahassee, Florida 32399-1738

Do not write below this line. For use by Bureau of Emergency Medical Services personnel only

Grant Amount For State To Pay: $_________________ Grant ID: Code:__________

Approved By: Signature of EMS Grant Officer Date
State Fiscal Year:_________ - __________

Organization Code E.O. OCA Object Code
64-25-60-00-000 N_ N2000 7_________

Federal Tax ID: VF___________

Grant Beginning Date: October 1, __________ Grant Ending Date: September 30, __________

DH Form 1767P, Rev. June 2002
RESOLUTION NO. 2008-____

A RESOLUTION OF THE EMERGENCY SERVICES DISTRICT BOARD OF COMMISSIONERS, INDIAN RIVER COUNTY, FLORIDA, AUTHORIZING THE APPLICATION FOR FUNDING COUNTY EMERGENCY MEDICAL SERVICES (EMS) GRANT AWARDS TO BE SUBMITTED TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MEDICAL SERVICES.

WHEREAS, The Florida Department of Health, Bureau of Emergency Medical Services announced that applications for funding County Emergency Medical Services (EMS) Grant awards are now being accepted and a grant application has been prepared for Indian River County; and

WHEREAS, an application for grant funds for fiscal year 2008/09 has been prepared by the County; and

NOW, THEREFORE, BE IT RESOLVED BY THE EMERGENCY SERVICES DISTRICT BOARD OF COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that the Chairman is authorized to sign and execute the application for EMS grant funds certifying that monies from the EMS Grant Program for Counties will improve and expand the County’s pre-hospital EMS system and that the funds will not be used to supplant existing County EMS budget allocations.

The foregoing Resolution was offered by Commissioner __________________________ and, upon being put to a vote, the vote was as follows:

Chairman, Wesley S. Davis
Vice Chairman, Joseph E. Flescher
Commissioner Gary C. Wheeler
Commissioner Bob Solari
Commissioner Peter D. O’Bryan

The Chairperson thereupon declared the resolution duly passed and adopted this _______ day of __________, 2008.

EMERGENCY SERVICES DISTRICT
BOARD OF COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA
BY: __________________________
    Wesley S. Davis, Chairman

ATTEST:

Jeffrey K. Barton, Clerk

Approved as to form and legal sufficiency:

By: __________________________
    William K. DoBraal
    Assistant County Attorney
MEMORANDUM

DATE: September 29, 2008

TO: Chairperson, Indian River County

SUBJECT: 2008-2009 Emergency Medical Services County Grant Application

We are pleased to provide you with the Florida County Grant Program Application Packet (Manual), revised June 2002. The Manual contains the application form and the information needed to request your fiscal year 2008-2009 county grant funds for the improvement and expansion of Emergency Medical Services (EMS) within your county. The amount of your grant award will be $32,406.00. Use this amount when developing your grant budget.

The county grant booklet is located at internet address http://www.fl-ems.com/Grants/Grants.html. Scroll down to the link titled “County Grant Booklet and Application Form,” and click on it.

Complete the application forms in the manual, (DH Form 1684 and DH Form 1767P, Rev. June 2002) pages 3-5. Please note Item 4 in the application requires you to include a current resolution from the Board of County Commissioners with the completed application. The resolution criteria are described in Item 4. Item 2 in the application form and the “Request for Grant Fund Distribution” form both require original signatures. Return a signed original and two copies of the completed application, which includes only DH Form 1684, DH Form 1767P, and the resolution, to the following address:

EMS County Grants Program
DOH Emergency Medical Services
4052 Bald Cypress Way, Bin C18
Tallahassee, Florida 32399-1738

The deadline by which we must receive the completed applications is no later than January 9, 2009, 5:00 PM, Eastern Standard Time. Completed applications will be processed in the sequence we receive them. If we have not received the final report from your previous county grant, it may delay the processing of the grant application until it is received.

Thank you for your cooperation and support to improve and expand access to quality EMS. Please contact me at (850) 245-4440, extension 2737, or Alan Van Lewen at extension 2734, if you have any questions.

Edward L. Wilson
Program Administrator
Grants Unit

cc/enc: Mr. Brian S. Burkeen
FLORIDA DEPARTMENT OF
HEALTH

FLORIDA DEPARTMENT OF HEALTH
BUREAU OF EMERGENCY MEDICAL SERVICES

EMS COUNTY GRANT PROGRAM
APPLICATION PACKET

Revised: June 2002
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</table>
DESCRIPTION OF PROGRAM

OVERVIEW:
The Department of Health, Bureau of Emergency Medical Services (EMS) is authorized by Chapter 401, Part II, F. S., to dispense grant funds. Forty-five (45) percent of these funds are made available to the 67 boards of county commissioners (BCCs) to improve and expand prehospital EMS systems in their county.

On-going costs for EMS and replacement of equipment cannot be funded under this grant program. These costs remain the responsibility of the counties and EMS agencies and organizations.

ELIGIBILITY:
EMS County grants are awarded only to BCCs. However, each BCCs is encouraged to assess its countywide EMS needs and establish priorities before submitting a grant application. The assessment should be coordinated with area EMS councils, when available.

COUNTY GRANT PROCESS

APPLICATION FORM:
BCCs must copy and complete the form titled “EMS County Grant Application, DH Form 1684, June 2002”. The BCCs will return the county grant application and resolution (item 4 on the application) to the department.

NOTICE OF GRANT AWARD:
The Department shall send a Notice of Grant Award letter to the BCCs. This is the BCCs official notice that its grant application has been approved for funding. The letter and its attachments will include the amount of the award, the beginning and ending dates of the grant, due dates for required reports, the approved budget, and additional grant conditions, if any.
APPLICATION SUBMISSION:

The BCCs must submit:

1. A completed application (DH Form 1684, June 2002) with original signatures of the authorized county official.

2. A county resolution certifying the EMS county grant funds received shall be used to improve and expand prehospital EMS and that the funds will not be used to supplant existing county EMS budget allocations (item 4 in the application).

A complete EMS County Grant packet consists of the above two items. No copies are required.

Mail the application to:

County Grant
Emergency Medical Services
4052 Bald Cypress Way, Bin C18
Tallahassee, Florida 32399-1738

Retain this application packet because it contains the grant conditions and requirements, and other information and forms needed.
**EMS County Grant Application**

**FLORIDA DEPARTMENT OF HEALTH**

*Bureau of Emergency Medical Services*

*Complete all items*

<table>
<thead>
<tr>
<th>ID. Code (The State Bureau of EMS will assign the ID Code – leave this blank)</th>
<th>C</th>
</tr>
</thead>
</table>

1. **County Name:**
   - Business Address:
   - Telephone:
   - Federal Tax ID Number (Nine Digit Number). VF

2. **Certification:** (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the County shall comply fully with the conditions outlined in the Florida EMS County Grant Application.
   - Signature:  
   - Printed Name:  
   - Position Title:  
   - Date:  

3. **Contact Person:** (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)
   - Name:  
   - Position Title:  
   - Address:  
   - Telephone:  
   - Fax Number:  
   - E-mail Address:  

4. **Resolution:** Attach a current resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures.

5. **Budget:** Complete a budget page(s) for each organization to which you shall provide funds. List the organization(s) below. (Use additional pages if necessary)

---

DH Form 1684, Rev. June 2002
A. Salaries and Benefits:
For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.

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

TOTAL Salaries
TOTAL FICA
Grand total Salaries and FICA

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

<table>
<thead>
<tr>
<th>List the item and, if applicable, the quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

TOTAL $  

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

<table>
<thead>
<tr>
<th>List the item and, if applicable, the quantity</th>
<th>Amount</th>
</tr>
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<tbody>
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</tbody>
</table>

TOTAL $  

Grand Total $  

DH Form 1684, Rev. June 2002
REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of Section 401.113(2)(a), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

**DOH Remit Payment To:**

**Name of Agency:**

**Mailing Address:**

**Federal Identification number**

**Authorized Official:**

**Signature**

**Date**

**Type Name and Title**

**Sign and return this page with your application to:**

**Florida Department of Health**

**BEMS Grant Program**

**4052 Bald Cypress Way, Bin C18**

**Tallahassee, Florida 32399-1738**

Do not write below this line. For use by Bureau of Emergency Medical Services personnel only

<table>
<thead>
<tr>
<th>Grant Amount For State To Pay: $__________</th>
<th>Grant ID: Code:C70</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved By:----------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Signature of EMS Grant Officer Date</td>
<td></td>
</tr>
<tr>
<td>State Fiscal Year: 2007 - 2008</td>
<td></td>
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<tr>
<td>Organization Code E.O. QCA Object Code Category</td>
<td></td>
</tr>
<tr>
<td>64-42-10-00-000 05 SF005 750000 059998</td>
<td></td>
</tr>
<tr>
<td>Federal Tax ID: VF------------------------</td>
<td></td>
</tr>
<tr>
<td>Grant Beginning Date: October 1, 2007 Grant Ending Date: September 30, 2008</td>
<td></td>
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</tbody>
</table>

DH Form 1767P, Rev. June 2002
# EMS GRANT PROGRAM CHANGE REQUEST

**Name of Grantee:** __________________________  **Grant ID Code:** __________

<table>
<thead>
<tr>
<th>BUDGET LINE ITEM</th>
<th>CHANGE FROM</th>
<th>CHANGE TO</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

| TOTAL | $ | $ |

**Justification For Change:**

[Blank space for justification]

**Signature of Authorized Official** __________________________  **Date** __________

---

*For department use only.*

- **Approved** Yes [ ] No [ ]  **Change No:** __________________________

**Department's Authorized Representative** __________________________  **Date** __________

DH Form 1684C, Rev. June 2002
### Department of Health

**EMS GRANT PROGRAM EXPENDITURE REPORT**

Name of Grantee: __________________________  Grant ID Code: ________

Time Period Covered: Beginning Date: ___________ Ending Date: ___________

Earned Interest: Amount $ __________; as of __________ Day Month Year

Final Report (Check one): ☐Yes ☐No

<table>
<thead>
<tr>
<th>Major Line Items</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>Approved Budget Expenditure by Major Line Item(s)</td>
<td>$</td>
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<tr>
<td>____________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________</td>
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</tr>
<tr>
<td>TOTAL BUDGETED EXPENDITURES</td>
<td>$</td>
</tr>
<tr>
<td>____________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________</td>
<td></td>
</tr>
<tr>
<td>Actual Expenditure to Date by Major Line Item(s)</td>
<td>$</td>
</tr>
<tr>
<td>____________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________</td>
<td></td>
</tr>
<tr>
<td>TOTAL EXPENDITURES</td>
<td>$</td>
</tr>
<tr>
<td>____________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________</td>
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<tr>
<td>BALANCE (Budgeted Less Actual Expenditures)</td>
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<tr>
<td>____________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________</td>
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</table>

Include with the progress notes an explanation of how project personnel, equipment, and any problems or barriers may impact on the grant progress.

I certify the above reports are true and correct. Expenditures were made only for items allowed by the above referenced grant.

______________________________  _________________
Signature of Authorized Official  Date

DH Form 1684A, Rev. June 2002
GENERAL CONDITIONS AND REQUIREMENTS

The EMS County grant general conditions and requirements are an integral part of the county grant agreement between the agency/organization (grantee) and the state of Florida, Department of Health (grantor or department). In the event of a conflict, the following requirements shall always be controlling:

FINANCIAL

FUND ACCOUNTING:

All state EMS grant funds shall be deposited by the grantee in an account maintained by the grantee, and assigned an unique accounting code designator for all grant deposits and disbursements or expenditures thereof. All state EMS grant funds in the account maintained by the grantee shall be accounted for separately from all other grantee funds.

USE OF COUNTY GRANT FUNDS:

All state EMS grant funds shall be used between the beginning and ending dates of the grant solely for activities as outlined in the Notice of Grant Award letter, its attachments if any, and the application including its budget with its revisions, if any, on file in the state EMS office.

The grantee is not restricted to staying within the line item amounts within the approved grant budget. However, the grantee must adhere to the approved total grant budget. Any expenditures beyond this budget are the full responsibility of the grantee.

ENCUMBRANCES

Funds are encumbered on prior to the ending date of the grant when the grantee transmits to a vendor a signed and approved purchase order or equivalent either physically or electronically, or the grantee receives an invoice, bill, or equivalent, either physically or electronically, from a vendor for any item or service which is clearly an approved budget line item or included within or under a line item. The encumbrance will be for the amount or upper amount range specified in the physical or electronic record of the pending transaction(s).

When the grantee receives and accepts the goods or services, payment may be paid from funds of the grant. The services or items must be received and accepted by the grantee and payment made within 60 days of the grant’s ending date. Otherwise, the funds originally encumbered will be rolled over into the current active grant, and may be paid from the current active grant.

ROLLOVERS

Any unencumbered EMS county grant program funds as of September 30, of each year, including interest, remaining in the assigned grantee account at the end of a grant period shall be reported to the department. The grantee will retain these funds in the EMS County Grant account and include them in a budget revision request after receipt of approval of their next county grant application.
DISALLOWED EXPENDITURES

No expenditures are allowable as grant costs unless they are clearly specified as a line item in the approved grant budget, including approved change requests, or are clearly included under an existing line item.

Any disallowed EMS county grant expenditure shall be returned to the EMS county grant account maintained by the grantee within 40 days after the department's notification. The costs of disallowed items are the responsibility of the county.

VEHICLES AND EQUIPMENT

The grantee shall own all items, including vehicles and equipment purchased with the state EMS grant funds, unless otherwise described in the approved grant application. The grantee shall clearly document the assignment of equipment ownership and usage; and maintain these documents so they are available to the department. The owner of the vehicle shall be responsible for the proper insurance, licensing and, permitting and maintenance. All equipment purchased with grant funds shall continue to be used for pre-hospital EMS or the purpose for which it was purchased throughout its useful life. When any grant-funded equipment is no longer usable, it may be sold for scrap or disposed of in the customary procedure of the receiving agency.

TRANSFER OF PROPERTY

A private organization owning any equipment funded through the grant program in whole or in part and purchased to provide services for a municipality, county or other public agency ceasing operation within five years of the ending date of a grant awarded to the organization shall transfer the equipment or other items to the local agency. There shall be no cost to the recipient organization. This provision is applicable when services cease operating due to a contract ending as well as any other reason.

REQUESTS FOR CHANGE

After a grant has been awarded, all requests for change shall be on DH Form 1684C EMS Grant Program Change Request, June 2002. The grantee shall obtain written approval from the department prior to making the requested changes. The following changes must be requested:

1. Changes in the project activities.
2. Redistribution of the funds between entities or equipment approved.
3. Establishing a new line item in the budget.
4. Changing a salary rate more than 10%.

SUPPLANTING FUNDS

The applicant cannot propose to use grant funds to supplant or replace any county or other funding source. Funds received under the county award grant program cannot be used to fulfill the matching requirement for the matching grant program.
DEPOSIT OF FUNDS

County grant funds provided to an applicant shall be deposited in a separate account. All interest earned shall be documented on the required reports.

REPORTS

Each grantee shall submit two reports to the department. The due dates for the required reports shall be specified in the letter from the department notifying the grantee of the grant award. These reports shall include, at a minimum, a narrative of the activities completed or the progress of grant activities during the reporting period. A report shall be submitted by the due date whether or not any action or expenditures have occurred.

GRANT SIGNATURE

The authorized individual listed on page one of the application shall sign each original application. Should this not be possible before the due date a letter shall be submitted to the department explaining why and when the signed application shall be received.

RECORDS

The grantee shall maintain financial and other documents related to the grant to support all revenue and expenditures. A file shall be maintained by the grantee, which includes a copy of the "Notice of Grant Award" letter, a copy of the application and department approved budget and a copy of all approved changes.

FINAL REPORTS

Within 120 days of the grant ending date a final report shall be submitted to the department. The final report shall at a minimum contain a narrative describing the activities conducted including any bid or purchasing process and a copy of all invoices, canceled checks relating to the purchase of any equipment and supplies. If the activity funded was for training a list of all individuals receiving the training shall be submitted along with the dates, times and location of the training. If the grant was for training to be obtained by staff then a copy of all invoices and payment documents for the training shall also be submitted.

COMMUNICATIONS EQUIPMENT

The grantee shall have all communications activities, services, and equipment approved in writing by the Department of Management Services, Information Technology Program (ITP). The approval shall be dated after the beginning date of the grant. Any commitment to purchase the requested equipment and service shall also be dated after the beginning date of the grant.
EXPENDITURES

No expenditures may be incurred prior to the grant starting date or after the grant ending date. Rollover funds may be used to meet expenditures prior to receipt of current year funds.

CREDIT STATEMENT

The grantee ensures that where activities supported by this grant produce original writing, sound recording, pictorial reproductions, drawings or other graphic representations and works of any other nature, notices, informational pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the provider shall include the statement:

"Sponsored by [Your Organization's Name] and the State of Florida, Department of Health, Bureau of Emergency Medical Services."

If the sponsorship reference is in written or other visual material, the words, "State of Florida, Department of Health, Bureau of Emergency Medical Services" shall appear in the same size letter or type as the name of the grantee's organization.

One complimentary copy of all such materials shall be sent to the department within three weeks of their reproduction and delivery to the grantee.

If the proper credit statement is not included, or if a copy of each item produced is not provided to the department within three weeks, the cost for any such materials produced shall be disallowed.

Where activities supported by this grant produce writing, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, the department has the right to use, duplicate and disclose such materials in whole or in part, in any manner or purpose whatsoever and others acting on behalf of the department. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefits of the state. Pursuant to section 286.02 (1), F.S., no person, firm or corporation, including parties to this grant, shall be entitled to use the copyright, patent or trademark without the prior written consent of the Department of State.

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

This is applicable, if the provider or grantee, hereinafter referred to as provider, is any local government entity, nonprofit organization, or for-profit organization. An audit, performed in accordance with section 215.97, F.S. by the Auditor General shall satisfy the requirement of this attachment.

STATE FUNDED

This part is applicable if the provider is a nonprofit organization that expends a total of $100,000 or more in funds from the department during its fiscal year, which was not paid from a rate contract based on a set state or area-wide fixed rate for service, and of which less that
$300,000 is federally funded. The determination of when a provider has "expended" funds is based on when the activity related to the award occurs.

The grantee agrees to have an annual financial audit performed by independent auditors in accordance with the current Government Auditing Standards issued by the Comptroller General of the United States. Such audits shall cover the entire organization for the organization's fiscal year. The scope of the audit performed shall cover the financial statements and include reports on internal control and compliance. The reporting package shall include a schedule that discloses the amount of expenditures and/or receipts by grant number for each grant with the department in effect during the audit period. Compliance findings related to grants with the department shall be based on the grant requirements, including any rules, regulations, or statutes referenced in the grant. The financial statements shall disclose whether or not the matching requirement was met for each applicable grant. All questioned costs and liabilities due to the department shall be fully disclosed in the audit report with reference to the department grant involved. If the grantee receives funds from a grants and aids appropriation, the provider shall have an audit, or submit an attestation statement, in accordance with Section 215.97, F. S. The audit report shall include a schedule of financial assistance, which discloses each state grant by number and indicates which grants are funded from state grants and aids appropriations. The grantee has "received" funds when it has obtained cash from the department or when it has incurred reimbursable expenses.

The grantee agrees to submit the required reports.

SUBMISSION OF AUDIT REPORTS

Copies of the audit report and any management letter by the independent auditors, or attestation statement, required by this attachment shall be submitted within 180 days after the end of the grantee's fiscal year to the following, unless otherwise required by F. S.:

A. Send one copy to:
   Florida Department of Health
   Contract Administrative Monitoring Unit
   4052 Bald Cypress Way, BIN B01
   Tallahassee, Florida 32399-1729

B. Submit to this address only those audits performed or attestation statements prepared in accordance with Section 215.97, F. S.:

   Send two copies to:
   Auditor General’s Office
   Local Government Audits/342
   Claude Pepper Building, Room 401
   111 West Madison Street
   Tallahassee, Florida 32399-1450

C. Do not send this report to the state Bureau of EMS.
RECORDS RETENTION

The grantee shall ensure that audit working papers are made available to the department, or its designee, upon request for a period of six years from the date the audit report is issued, unless extended in writing by the department.
To: Members of the Solid Waste Disposal District  
Date: December 1, 2008  
Subject: FY 2007-2008 Records Disposition Compliance Statement and Records Management Liaison Officer Form  
Solid Waste Disposal District  
From: Darcy Vasilas  
Commissioner Assistant – District 3  

Effective February 20, 2001, agencies are no longer required to obtain authorization from the Department of State prior to the disposition of scheduled records, but must maintain specific information for documenting this activity. Each Agency is required to “…submit to the Division, once a year, a signed statement attesting to the agency’s compliance with records disposition laws, rules and procedures.”

Attached is a Records Disposition Compliance Statement for the period October 1, 2007 and ending September 30, 2008 for the Indian River County Solid Waste Disposal District.

Recommendation

Authorize the Chairman to sign the Records Disposition Compliance Statements for the period October 1, 2007 through September 30, 2008 and submit the Record Management Liaison Officer (RMLO) form to the Florida Department of State for the Indian River County Solid Waste Disposal District.

Attachments: Letter Dated November 1, 2008 from FL Department of State Record Disposition Compliance Statement
November 1, 2008

Ms. Darcy Vasilas
Solid Waste Disposal District Indian River County
1840 25th Street
Vero Beach, Florida 32960-3365

Dear Ms. Vasilas:

As a Florida public agency, you are required by Rule 1B-24.003(11), Florida Administrative Code, to submit annually to the Division of Library and Information Services “a signed statement attesting to the agency’s compliance with records disposition laws, rules, and procedures.” Based on these annual statements, our office submits an annual report on statewide compliance to the Legislature and the Executive Office of the Governor for their consideration and action.

For your convenience, we are providing you with the enclosed Records Management Compliance Statement to report your agency’s compliance status. Please complete all information in Section I, Compliance Certification, and make any necessary additions or corrections to your agency or Records Management Liaison Officer information in Sections II and III. Please return the form to the address or fax number indicated at the bottom of the form by December 31, 2008.

We appreciate your prompt attention to this matter. If we can be of service to your agency, please do not hesitate to contact us at (850) 245-6750 or by e-mail at recmgt@dos.state.fl.us.

Sincerely,

Jim Berberich
Division of Library and Information Services

Enclosure
# RECORDS MANAGEMENT COMPLIANCE STATEMENT

for Fiscal Year 2007-2008

<table>
<thead>
<tr>
<th>Section I: Compliance Certification</th>
</tr>
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<tbody>
<tr>
<td>1. This agency is in compliance with Section 257.36(5), Florida Statutes, and Rule 18-24.003(10), Florida Administrative Code, for all public records regardless of media or format (e.g., paper, electronic including email, microfilm, audio, video, etc.).</td>
</tr>
<tr>
<td>X Yes    No (Please explain and indicate areas in need of assistance on reverse side)</td>
</tr>
<tr>
<td>2. This agency has disposed of ___ cubic feet of records for the fiscal year indicated above. (It is not necessary to indicate volume of electronic records disposed.)</td>
</tr>
</tbody>
</table>

Name of Agency Head Signature: __________________________ Date: 12/09/08

Title of Agency Head (please print): Wesley S. Davis

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<thead>
<tr>
<th>Section II: Agency Information</th>
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<tbody>
<tr>
<td>Please indicate changes to Agency Information on lines provided on right.</td>
</tr>
</tbody>
</table>

Current Information:  
Please do not erase or cover information below.  
 Agency Name: Solid Waste Disposal District, Indian River County

Agency Head: Sandra Bowden

Address: 1801 27th Street, Building A

Vero Beach, Florida 32960-3365

Wesley S. Davis

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<table>
<thead>
<tr>
<th>Section III: RMLO Information</th>
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<tbody>
<tr>
<td>Please indicate changes to RMLO Information on lines provided on right.</td>
</tr>
</tbody>
</table>

Current Information: Please do not erase or cover information below.  
 RMLO: Ms. Darcy Vasilis

Address: 1840 25th Street  
Vero Beach, Florida 32960-3365

Phone: (772) 226-1433 Ext.: 
Fax: (772) 770-5334

E-Mail: dvasilis@ircgov.com

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1Section 257.36(5), Florida Statutes: "For the purposes of this section, the term "agency" shall mean any state, county, district, or municipal officer, department, division, bureau, board, commission, or other separate unit of government created or established by law. It is the duty of each agency to: (a) Cooperate with the division in complying with the provisions of this chapter and designate a records management liaison officer. (b) Establish and maintain an active and continuing program for the economical and efficient management of records."

2Rule 18-24.003(10), Florida Administrative Code: "Prior to records disposition, an agency must ensure that retention requirements have been satisfied. The minimum requirements for each records disposition is the identification and documentation of the following: (a) Schedule number; (b) Item number; (c) Record series title; (d) The inclusive dates; and (e) The volume in cubic feet. A public record may be destroyed or otherwise disposed of only in accordance with retention schedules established by the Division. Photographic reproductions or reproductions through electronic recordkeeping systems may substitute for the original or paper copy, per Section 92:29, F.S."

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Please complete and return this compliance statement by December 31, 2008 to:

Department of State  
Records Management Program, Mail Station 9A  
Tallahassee, FL 32399-0250  
OR  
Fax to: (850) 245-6795  

266
Date: December 3, 2008
To: Joseph A. Baird, County Administrator
From: W. Erik Olson, Director of Utility Services
Subject: Update on advertisement for Waste Hauling in the unincorporated portion of the Enterprise Zone

BACKGROUND:
On October 21, 2008, SWDD staff presented a request to proceed with the development of an advertisement for Waste Hauling Services within the unincorporated area of the Enterprise Zone. The Commission directed staff to proceed with the development of the advertisement and to establish a selection criteria using points allocated to each criteria.

ANALYSIS:
Staff has developed the advertisement and points for the selection criteria. Since, receiving direction for the establishment of the advertisement, staff has had the opportunity to individually discuss the draft selection criteria with individual Commissioners for input and recommendations. There were varied opinions for the final selection of the established points allocated in each criteria.

RECOMMENDATION:
Staff is now bringing the criteria back to the Commission for their final approval and direction. Subject to this final direction by the commission, staff will immediately proceed forward with the advertisement.

APPROVED FOR AGENDA:

By: Joseph A. Baird, County Administrator

For: December 9, 2008

SWDD Agenda - Waste Hauling - Enterprise Zone
REQUEST FOR APPLICATIONS

Project Name: WASTE HAULING FRANCHISE — UNINCORPORATED ENTERPRISE ZONE SOLID WASTE DISPOSAL DISTRICT (SWDD) INDIAN RIVER COUNTY, FLORIDA

RFA NUMBER: 2009025

REFER ALL QUESTIONS TO:
JERRY DAVIS, PURCHASING MANAGER
TELEPHONE: (772) 226-1416 FAX: (772) 770-5140
E-MAIL: purchasing@ircgov.com

ALL APPLICATIONS MUST BE RECEIVED BY THE PURCHASING DIVISION, 1800 27TH STREET, VERO BEACH, FLORIDA 32960, PRIOR TO THE DATE AND TIME SHOWN ABOVE. LATE APPLICATIONS WILL BE RETURNED UNOPENED

PLEASE SUBMIT ONE (1) ORIGINAL AND SIX (6) COPIES OF YOUR APPLICATION
NOTICE OF ADVERTISEMENT
REQUEST FOR APPLICATIONS

Notice is hereby given that the Indian River County ("County") Solid Waste Disposal District, a dependent special district of Indian River County, Florida, ("SWDD") is calling for and requesting application for the following:

IRC RFA # 2009025
WASTE HAULING FRANCHISE – UNINCORPORATED ENTERPRISE ZONE
SOLID WASTE DISPOSAL DISTRICT (SWDD)
INDIAN RIVER COUNTY, FLORIDA

SWDD is seeking companies that wish to apply for a Waste Hauling Franchise to serve the unincorporated portion of the County's Enterprise Zone. The boundaries of the unincorporated portion of the county Enterprise Zone are shown in Attachment 1 of the application. The Waste Hauling services will include residential recycling, residential and commercial waste hauling. Recycling and waste hauling services within this application area will utilize the equivalent method of collection, transportation and disposal service as seen in the other Waste Hauling Franchise areas within the County.

The SWDD intends to select the most qualified and experienced company for the provision of Waste Hauling Service within the advertised area. The method of selection, in accordance with County Code Section 204.11, will be based on the sum total of points scored on the basis of qualifications and experience with additional points being given for demonstration that the company's corporate office lies within the unincorporated portion of the Enterprise Zone. The criteria utilized and the related points to be scored in each category are provided in Attachment 2 of the application.

Companies wishing to submit an application can receive copies of the application from the Indian River County Purchasing Division, 1800 27th Street, Vero Beach, Fl 32960, (772) 226-1416. There is an application fee of $50.00 due at the time of submittal. A review of the applications will take place with points being given by a selection committee. The recommendation of the selection committee will then be submitted to the SWDD Board for consideration and approval.

Deadline for receipt of the applications has been set for (date). Applications should be addressed to Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960. All applications will be opened publicly and read aloud at (time), Vero Beach, Florida 32960. All applicants received after (time), of the day specified above, will be returned unopened.

The SWDD reserves the right to accept or reject any and all proposals in whole or in part and to waive all informalities.

Purchasing Manager, Indian River County

Publish: (dates)

Please furnish Tear Sheet, Affidavit of Publication, and Invoice to:
Indian River County, Purchasing Division, 1800 27th Street, Vero Beach, Fl 32960
APPLICATION FOR WASTE HAULING FRANCHISE
(RFA#2009025) IN THE UNINCORPORATED
PORTION OF INDIAN RIVER COUNTY’S
ENTERPRISE ZONE

In accordance with County Code Section 204.11, any person wishing to engage in the business of collecting, transporting or disposing of regulated solid waste and residential recycling in the county to the Indian River County Landfill for profit shall file this application for a franchise. At a minimum, the application shall contain the information requested below. The SWDD may supplement these minimum requirements by rule, regulation, or policy.

1) The name, street address, mailing address, and phone number of the person desiring a franchise. Partnerships, corporations, and other business entities shall also furnish the names, mailing addresses, and phone numbers of the principal officers of the business. Each business entity shall identify its parent corporation, general partner, if any member-manager, if any, and all related affiliated businesses.

Name: ____________________________________________________________
Address: __________________________________________________________
Phone: ____________________________________________________________
Officers: __________________________________________________________

2) The name, title, address, and phone number of each person and entity that will have the ability to control or direct the applicant’s operations under the franchise.

Name & Title: _______________________________________________________
Address & Phone: ____________________________________________________
Name: ____________________________________________________________
Address & Phone: ____________________________________________________

3) The street address and phone number of the applicant’s local place of business.

Address: __________________________________________________________
Phone: ____________________________________________________________

4) A description and the license plate number of each vehicle and piece of mobile equipment that will be owned, leased or controlled by the applicant and used in the collection, transportation or disposal of regulated solid waste within the county. (Please attach)

5) A list including phone numbers of the key people that will provide solid waste services in the county, including the manager or supervisor who will be in charge of the applicant’s operations within the county, and a description of their respective qualification and experience. (Please attach)
6) A description of the applicant's prior experience providing solid waste collection. Transportation or disposal service. (Please include specific references and contact information)

7) An audited financial statement or other appropriate documents to demonstrate that the applicant has the financial resources to provide the proposed services on a continuous and uninterrupted basis throughout the term of the franchise. (Please attach)

8) Proof of required insurance coverage, as specified in Attachment 3. (Please attach)

9) A detailed description of all civil, criminal and administrative claims and lawsuits that are pending or were brought within the last ten years against any person identified in section 204.11 (1), (2) or (7), above, and are based on: (1) a violation of any rule, statute, or other law concerning the protection of the environment; (2) the handling, transport, processing or disposal of solid waste, recovered materials, or recyclables; or (3) a breach of any contract or franchise agreement involving the handling, transport or disposal of solid waste, recovered materials, or recyclables. (Please attach)

10) Payment to the district of a nonrefundable application fee of fifty dollars ($50.00). (Ord. No. 2003-014, section I (11), 4-15-03) (Please attach)

11) Completed AFFIDAVIT/ CERTIFICATION IMMIGRATION LAWS, using the form provided as Attachment 4 with this Application. (Please attach)

12) Completed SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS, using the form provided as Attachment 5 with this Application. (Please attach)

Acceptance of Application:

The Applicant understands and agrees that the SWDD reserves the right to accept or reject any or all Applications submitted. Applicant acknowledges that it has the full legal authority to submit the Application and to be bound by the terms of this Application until notified by the Purchasing Department that its Application is not accepted or January 31, 2009, whichever is earlier.

Respectfully Submitted,

Name of Firm

Address

Authorized Personnel (Please Print)

City, State, Zip Code

Title

( ) Phone

Authorized Signature

E - mail

Date Signed

FEIN Number

(Corporate Seal)
ATTACHMENT 2
REVIEW CRITERIA

REVIEW AND ASSESSMENT

Applicants will be evaluated on the following criteria. These criteria will be the basis for review of the written submittal, discussions, and interview sessions (if necessary). SWDD AND INDIAN RIVER COUNTY RESERVES THE RIGHT TO EVALUATE AND AWARD ON THE BASIS OF INITIAL SUBMITTAL WITHOUT INTERVIEW SESSIONS.

<table>
<thead>
<tr>
<th>Item</th>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Complete Application</td>
<td>10</td>
</tr>
<tr>
<td>2.</td>
<td>Collection Vehicles and Equipment</td>
<td>20</td>
</tr>
<tr>
<td>3.</td>
<td>Technical Experience</td>
<td>30</td>
</tr>
<tr>
<td>4.</td>
<td>Financial Capability</td>
<td>30</td>
</tr>
<tr>
<td>5.</td>
<td>Local Office in the Enterprise Zone</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Total Points (out of 100 possible)</td>
<td>100</td>
</tr>
</tbody>
</table>

The Applicant shall be required before the award of any franchise contract to show to the complete satisfaction of SWDD that it has the necessary facilities, ability and financial resources to provide the Services specified in this request in a satisfactory manner. The SWDD reserves the right to reject any applicants if the evidence submitted by, or investigation of, the applicant fails to satisfy the SWDD that the applicant is properly qualified to carry out the obligations of the franchise contract and to complete the work described therein.
ATTACHMENT 3
INSURANCE & INDEMNIFICATION

Insurance

Workers' Compensation Insurance Workers' Compensation coverage must be maintained in accordance with statutory requirements as well as Employer's Liability Coverage in an amount not less than $100,000.00 per each accident, $100,000.00 by disease and $500,000.00 aggregate by disease.

Liability Insurance The Franchisee shall, during the term of this Agreement, maintain in full force and effect commercial general liability insurance and automobile liability insurance, which specifically covers all exposures incident to the Franchisee's operations under this Agreement. Such insurance shall be with a company authorized to do business in the State of Florida and which possesses a minimum, current rating of B+ Class VIII in "Best's Key Rating Guide." Each policy shall be in an amount of not less than $1,000,000.00 Combined Single Limit for personal bodily injury, including, without limitation, death, and property damage liability and the general liability shall include but not be limited to coverage for Premises/Operations, Products/Completed Operations, Contractual, to support the Franchisee's Agreement or indemnity and Fire Legal Liability. In addition to the above liability limits, the Franchisee shall maintain a $5,000,000.00 umbrella and/or excess liability coverage. Liability policy(ies) shall be endorsed to show the District as an additional named insured as its interests may appear, and shall also provide that insurance shall not be canceled, limited, or non-renewed until after thirty (30) days written notice has been given to the District. Franchisee shall provide the District with copies of current certificates of all required insurance concurrently with execution of this Agreement by Franchisee. Franchisee expressly understands and agrees that any insurance protection furnished by Franchisee shall in no way limit its liability to the District or its responsibility to indemnify and save harmless District and the officials, officers, and employees of the District under the provisions of this Agreement.

Indemnification The Franchisee agrees to hold the District and the officials, officers, and employees of the District harmless from any and all liabilities, losses, penalties, costs or damages the District, its officials, officers, and employees may suffer as a result of any claims, demands, suits, demands, or judgments against the District, its officials, officers, and employees arising out of or in any way related to the acts or omissions of the Franchisee or its employees under this Agreement. The Franchisee shall not be required to indemnify or hold the District harmless for any act or omission caused by the negligence or willful misconduct of the District or its officials, officers, or employees. This indemnification and hold harmless agreement shall survive the termination or expiration of this Agreement.
ATTACHMENT 4

AFFIDAVIT/CERTIFICATION IMMIGRATION LAWS

RFA NO.: 2009025
PROJECT NAME: WASTE HAULING FRANCHISE – UNINCORPORATED ENTERPRISE ZONE

THE INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT WILL NOT INTENTIONALLY AWARD SWDD CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) (SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

SWDD MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY SWDD.

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: __________________________ 

________________________ __________________________ __________________________ 
Printed Name Signature Title Date

STATE OF ______________________
COUNTY OF ______________________

The foregoing instrument was signed and acknowledged before me this _____day of _____________, 20___, by ____________________________ who has produced

(Print or Type Name)
 __________________________ as identification

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made

SWDD RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME DURING THE AGREEMENT TERM

THIS NOTARIZED DOCUMENT MUST BE RETURNED WITH YOUR SUBMITAL.
ATTACHMENT 5

SWORN STATEMENT UNDER SECTION 105.08,
INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the Request for Application No. 2009025 for WASTE HAULING FRANCHISE – UNINCORPORATED ENTERPRISE ZONE

2. This sworn statement is submitted by: ____________________________________________________________

   (Name of entity submitting Statement)

   whose business address is: __________________________________________________________

   (if applicable) its Federal Employer Identification Number (FEIN) is ___________________________

3. My name is ____________________________________________________________

   (Please print name of individual signing)

   and my relationship to the entity named above is _______________________________________________

4. I understand that an “affiliate” as defined in Section 105.08, Indian River County Code, means:

   The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

   Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

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

   _____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

   _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:
<table>
<thead>
<tr>
<th>Name of Affiliate or entity</th>
<th>Name of County Commissioner or employee</th>
<th>Relationship</th>
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(Signature)

(Date)

STATE OF ____________________

COUNTY OF ____________________

The foregoing instrument was acknowledged before me this ___ day of ________ 20___ by __________________________, who is personally known to me or who has produced ___________________________ as identification.

NOTARY PUBLIC

SIGN: __________________________

PRINT: __________________________

Notary Public, State at large

My Commission Expires:

(Seal)

THIS NOTARIZED DOCUMENT MUST BE RETURNED WITH YOUR SUBMITAL.