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

2. INVOCATION  
Commissioner Wesley S. Davis

3. PLEDGE OF ALLEGIANCE  
Joseph A. Baird, County Administrator

4. ADDITIONS/DELETIONS TO THE AGENDA / EMERGENCY ITEMS

5. PROCLAMATIONS and PRESENTATIONS

   A. Presentation of Proclamation Designating the Week of October 7-13th 2012 as Fire Prevention Week in Indian River County .................................................................................................................. 1

   B. Presentation of Proclamation Recognizing National Domestic Violence Awareness Month .............................................................................................................. 2

   C. Presentation of Proclamation Designating the Month of October 2012 as Pink Tie Friends, Inc. Breast Cancer Awareness Month ............................................................................................................. 3
6. **APPROVAL OF MINUTES**
   A. Meeting of August 21, 2012

7. **INFORMATIONAL ITEMS FROM STAFF OR COMMISSIONERS NOT REQUIRING BOARD ACTION**
   None

8. **CONSENT AGENDA**
   A. Approval of Warrants – September 21, 2012 to September 27, 2012
      (memorandum dated September 27, 2012) ......................................................... 4-12
   B. Applications for Board of County Commissioner Appointee to the Beach and Shore Preservation Advisory Committee
      (memorandum dated October 3, 2012) ...................................................................... 13-21
   C. Out of County Travel to attend the Florida Association of Counties 2012-13 Legislative Conference
      (memorandum dated October 2, 2012) ...................................................................... 22-26
   D. Resolutions Canceling Taxes on Properties Purchased by Indian River County for Right-of-Way
      (memorandum dated October 2, 2012) ...................................................................... 27-78
   E. Approval of Renewal for a Class “A” Certificate of Public Convenience and Necessity for Indian River County Department of Emergency Services
      (memorandum dated September 24, 2012) ............................................................... 79-99
   F. Renewal of Continuing Contract Agreement for Environmental and Biological Support Services with G. K. Environmental, Inc., RFQ No. 2011046 and Amendment No. 1
      (memorandum dated September 28, 2012) ............................................................... 100-105
   G. Annual Renewals for Professional Service Agreements for Annual Land Surveying and Mapping/GIS Services Contract IRC Project No. 1032, RFQ # 2011009
      (memorandum dated September 25, 2012) ............................................................... 106-121
   H. Release of Retainage – Work Order No. 2 Carter Associates, Inc., Old Dixie Highway Topographic Survey from 8th Street (Glendale Road) to East Bound SR 60 – Indian River County Project No. 1102
      (memorandum dated September 25, 2012) ............................................................... 122-124
8. **CONSENT AGENDA**

| J. | Change Order No. 2 Final Payment and Release of Retainage Trans-Florida Central Railroad Greenway Trail (North County Regional Park to Sebastian Crossings Boulevard) – IRC Project No. 0923A – Bid No. 2012011 (memorandum dated September 27, 2012) | 128-137 |
| K. | Change Order No. 2 and Release of Retainage Old Dixie Highway Sidewalk from 45th Street to 65th Street IRC Project No. 0845 Bid No. 2011045 (memorandum dated September 26, 2012) | 138-150 |
| L. | Consideration of Updated MPO Staff Services Agreement (memorandum dated September 26, 2012) | 151-167 |
| M. | Miscellaneous Budget Amendment 001 (memorandum dated October 2, 2012) | 168-170 |
| N. | Third Party Claims Administration Agreement (memorandum dated September 26, 2012) | 171-175 |

9. **CONSTITUTIONAL OFFICERS and GOVERNMENTAL AGENCIES**

None

10. **PUBLIC ITEMS**

A. **PUBLIC HEARINGS**

1. Request to Modify a Condition of the Special Exception Use Approval for the Grace Lutheran Child Care/Preschool Facility at 1150 41st Avenue (memorandum dated August 20, 2012) 180-199

   Quasi-Judicial

2. Ordinance Relating to Supervision of Commissioner Assistants, and Deleting References to Executive Aide (memorandum dated October 2, 2012) 200-206

   Legislative
10. PUBLIC ITEMS

B. PUBLIC DISCUSSION ITEMS
None

C. PUBLIC NOTICE ITEMS
1. Notice of Scheduled Public Hearings October 23, 2012:
   (memorandum dated September 28, 2012) 207-208
   a. Graves Brothers’ Request: to rezone ± 9.98 Acres located at the southwest quadrant of Old Dixie Highway and C.R. 510 from CH, Heavy Commercial District, to CG, General Commercial District (Quasi-Judicial)
   b. County Initiated Request to amend the text of the Future Land Use, and Recreation and Open Space Elements and the Potable Water Sub-Element of the county’s comprehensive plan (Legislative)

11. COUNTY ADMINISTRATOR MATTERS
None

12. DEPARTMENTAL MATTERS
A. Community Development
   1. Presentation of On-Line Permit Search Application
      (memorandum dated October 1, 2012) 209-210

B. Emergency Services
None

C. General Services
None

D. Human Resources
None

E. Human Services
None
12. DEPARTMENTAL MATTERS

F. Leisure Services
None

G. Office of Management and Budget
None

H. Recreation
None

I. Public Works
None

J. Utilities Services
1. Developer Agreement for the Installation of Master Plan Water Main 92nd Court, Vero Lake Estates
   (memorandum dated October 3, 2012) 211-246

13. COUNTY ATTORNEY MATTERS

A. Revision to Schedule for Water/Wastewater Survey
   (memorandum dated October 3, 2012) 247-250

B. Request for Lease Amendment with St. Francis Manor
   (memorandum dated October 2, 2012) 251-254

14. COMMISSIONERS ITEMS

A. Commissioner Gary C. Wheeler, Chairman
None

B. Commissioner Peter D. O’Bryan, Vice Chairman
None

C. Commissioner Wesley S. Davis
None

D. Commissioner Joseph E. Flescher
None
14. COMMISSIONERS ITEMS

E. Commissioner Bob Solari

None

15. SPECIAL DISTRICTS AND BOARDS

A. Emergency Services District

None

B. Solid Waste Disposal District

None

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 at least 48 hours in advance of meeting.

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

Commission Meeting may be broadcast live by Comcast Cable Channel 27
Rebroadcasts continuously with the following proposed schedule:
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.
PROCLAMATION

DESIGNATING THE WEEK OF OCTOBER 7-13TH 2012
AS FIRE PREVENTION WEEK IN INDIAN RIVER COUNTY

WHEREAS, Indian River County is committed to ensuring the safety and security of all those living in and visiting our community; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, according to the latest research from the nonprofit National Fire Protection Association (NFPA), in 2011 fire departments in the United States responded to more than 370,000 home structure fires. These fires caused 13,910 civilian injuries, 2,520 civilian deaths and $6.9 billion in direct damage; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Indian River County's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2012 Fire Prevention Week theme, "Have Two Ways Out!" effectively serves to remind us to develop and practice a home fire escape plan during Fire Prevention Week and year-round.

NOW, THEREFORE, BE IT PROCLAIMED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that we do hereby proclaim October 7-13, 2012, as Fire Prevention Week in Indian River County, and we urge our community members to practice their home fire escape plan during Fire Prevention Week 2012, and to support the many public safety activities and efforts of Indian River County's fire and emergency services.

Adopted this 9th day of October, 2012.

BOARD OF COUNTY COMMISSIONERS,
INDIAN RIVER COUNTY, FLORIDA

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

RECOGNIZING NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, each day in America four women are murdered by their intimate partners; and

WHEREAS, every 60 seconds in America four women are abused by their intimate partners; and

WHEREAS, one-third of ALL American women report being physically or sexually abused by a husband or boyfriend sometime during their lives; and

WHEREAS, National Domestic Violence Awareness Month provides all Americans the opportunity to recommit to ensuring that every relationship be violence free; and

WHEREAS, that all domestic violence victims deserve a safe place, where they can live with respect, resources, restoration and justice; and

WHEREAS, in Indian River County, and SafeSpace, Inc. joins forces with law enforcement, victim service programs, criminal justice officials, social service organizations, and concerned citizens throughout the County to fight domestic violence; and

WHEREAS, together, their commitment and compassion help to ensure that our community steps forward to lend a hand to domestic violence victims in need.

NOW, THEREFORE, BE IT PROCLAIMED BY THE INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS that the Board recognizes and honors the month of October 2012 as Domestic Violence Awareness Month and furthermore expresses our sincere appreciation for those committed to promoting peace and preventing domestic violence in our community.

Adopted this 9th day of October, 2012.

BOARD OF COUNTY COMMISSIONERS, INDIAN RIVER COUNTY, FLORIDA

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

DESIGNATING THE MONTH OF OCTOBER 2012 AS PINK TIE FRIENDS, INC. BREAST CANCER AWARENESS MONTH

WHEREAS, breast cancer claims the lives of almost 40,000 women in the United States a year; and

WHEREAS, October 2012 is National Breast Cancer Awareness month; and

WHEREAS, National Breast Cancer Awareness Month is a platform for educating women and men about the importance of early detection of breast cancer through mammography and other methods; and

WHEREAS, detection of breast cancer at an early stage greatly improves the chances for successful treatment and survival; and

WHEREAS, Pink Tie Friends, Inc., a 501-C-3 not for profit charitable organization of local volunteers raises funds so breast cancer patients who have no insurance or are underinsured may receive treatment for their illness once it has been discovered and diagnosed; and

WHEREAS, the untiring efforts of Pink Tie Friends, Inc. and their many supporters also raises awareness of the need for screening and prompt treatment of breast cancer in women and men.

NOW, THEREFORE, BE IT PROCLAIMED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that the month of October, 2012 be designated as PINK TIE FRIENDS, INC. BREAST CANCER AWARENESS MONTH and urge all women and men to get the facts about mammography and do commend this observance to our citizens, Pink Tie Friends, Inc., volunteers, healthcare providers and agencies throughout Indian River County, Florida.

Adopted this 9th day of October, 2012.

BOARD OF COUNTY COMMISSIONERS,
INDIAN RIVER COUNTY, FLORIDA

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

DATE: September 27, 2012

SUBJECT: APPROVAL OF WARRANTS
September 21, 2012 to September 27, 2012

FROM: DIANE BERNARDO - FINANCE DIRECTOR

In compliance with Chapter 136.06, Florida Statutes, all warrants (checks and electronic payments) issued by the Board of County Commissioners are to be recorded in the Board minutes.

Approval is requested for the attached list of warrants, issued by the Comptroller's office, for the time period of September 21, 2012 to September 27, 2012.

Attachment:

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Grand Total: 201,055.57
TO: Members of the Board of County Commissioners

DATE: October 3, 2012

SUBJECT: Applications for Board of County Commissioner Appointee to the Beach and Shore Preservation Advisory Committee

FROM: Terri Collins-Lister
Commissioner Assistant

Notice of a vacancy for Board of County Commissioner Appointee to the Beach and Shore Preservation Advisory Committee was made on September 11, 2012.

Attached are committee applications and resumes received to date with the applicants listed below.

I would appreciate the Board's review and nomination of the following applicants to fill the vacant Board of County Commissioner Appointee position:

Robert Lindsey
William B. Ferrell, Jr.

Attachment(s): Robert Lindsey's Application
William B. Ferrell, Jr.'s Application and Resume
Vacancy Notice
INDIAN RIVER COUNTY
APPLICATION FOR COMMITTEE APPOINTMENT

DATE: 6/15/06

NAME: Robert J. Lindsey, Jr.

ADDRESS: 2255 102nd Ave, Vero Beach FL 32968

HOME PHONE #: 772-778-7718

BUSINESS PHONE #: 772-473-1673

CELL PHONE #: 772-473-1673

E-MAIL: ___________ ___________

HOW LONG HAVE YOU BEEN A RESIDENT OF INDIAN RIVER COUNTY? 34 yrs

ARE YOU A FULL TIME OR PART TIME RESIDENT? FULL-TIME

(CIRCLE ONE)

PLEASE LIST CURRENT EMPLOYER OR BUSINESS. IF RETIRED, PLEASE LIST ANY BUSINESS EXPERIENCE THAT MAY BE APPLICABLE TO A SPECIFIC COMMITTEE:

Robert Lindsey, Inc - Development & Enviro Services

PLEASE LIST ANY LICENSES YOU PRESENTLY HOLD:

BS - Degree Horticultural Science

Florida Dept. of Environmental Protection - Stormwater Management Certified
PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE CURRENTLY A MEMBER:

- University of Florida - Alumni - School of Agriculture
- Desert Storm Vet - US NAVY

PLEASE LIST ANY OTHER COMMITTEES OR BOARDS YOU CURRENTLY SIT ON:

PLEASE PUT A "X" NEXT TO THE COMMITTEE YOU WOULD LIKE TO SERVE ON. IF YOU ARE INTERESTED IN MORE THAN ONE, PLEASE NUMBER YOUR CHOICES IN ORDER OF PREFERENCE:

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<tr>
<th>Committee</th>
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<tr>
<td>BEACH &amp; SHORE PRESERVATION ADVISORY COMMITTEE</td>
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<td>BOARD OF ZONING ADJUSTMENT</td>
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<td>CHILDREN'S SERVICES ADVISORY COMMITTEE</td>
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<td>CODE ENFORCEMENT BOARD</td>
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<td>COMMUNITY DEVELOPMENT BLOCK GRANT</td>
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<td>CITIZEN ADVISORY TASK FORCE</td>
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<td>CONSERVATION LANDS ADVISORY COMMITTEE</td>
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<td>CONSTRUCTION BOARD OF ADJUSTMENT &amp; APPEALS</td>
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<td>ECONOMIC DEVELOPMENT COUNCIL</td>
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<td>ECONOMIC OPPORTUNITIES COUNCIL (STATE COMMITTEE)</td>
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<tr>
<td>EMERGENCY SERVICES DISTRICT ADVISORY COMMITTEE</td>
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<tr>
<td>ENTERPRISE ZONE DEVELOPMENT AGENCY</td>
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<td>ENVIRONMENTAL CONTROL HEARING BOARD</td>
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<tr>
<td>HISTORIC RESOURCES ADVISORY COMMITTEE</td>
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<tr>
<td>INDIAN RIVER COUNTY EXTENSION ADVISORY COUNCIL</td>
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<tr>
<td>LAND ACQUISITION ADVISORY COMMITTEE</td>
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C:\Documents and Settings\darcy\Local Settings\Temporary Internet Files\OLK4\Committee Application.doc
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<td>METROPOLITAN PLANNING ORGANIZATION CITIZENS ADVISORY COMM.</td>
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<tr>
<td>NORTH BARRIER ISLAND CORRIDOR PLAN TASK FORCE</td>
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<td>PARKS AND RECREATION COMMITTEE</td>
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<td>PLANNING &amp; ZONING COMMISSION</td>
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<td>PRIMARY CARE/PUBLIC HEALTH COMMITTEE</td>
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<td>PROFESSIONAL SERVICES ADVISORY COMMITTEE</td>
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<td>PUBLIC LIBRARY ADVISORY BOARD</td>
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<td>STATE ROAD 60 ONGOING REVIEW TASK FORCE</td>
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<td>TOURIST DEVELOPMENT COUNCIL</td>
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<td>TREASURE COAST REGIONAL PLANNING COUNCIL -</td>
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<td>COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY</td>
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<tr>
<td>UTILITY ADVISORY COMMITTEE</td>
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<tr>
<td>WABASSO CORRIDOR PLAN ONGOING REVIEW TASK FORCE</td>
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</table>

Please return completed application, along with a current resume, to Kimberly Massung at 1840 25th Street, Vero Beach, FL 32960-5965. Any questions, please call 772-226-1433.
Indian River County
Application For Committee Appointment

Date: February 7, 2012
Name: William B. Ferrell, Jr. (Tuck)
Address: 12546 N A1A
Vero Beach
State: FLORIDA
Zip/Postal Code: 32963
Home Phone: 772 589 1552
Business Phone: 772 589 1552
Cell Phone: 321 543 0928
E-mail: jdeferrell@gmail.com

How long have you been a resident of Indian River County? 11 years

Are you a full time or part time resident? (select one)
○ Full-Time
○ Part-time

Please list current employer or business. If retired, please list any business experience that may be applicable to the committee.
Ferrell Real Estate Enterprises Inc
Retired Real Estate Assistant Appraiser, beach, environmental, ESLS, Green Turtle, etc.
Ferrell Ranches

Please list any licenses you presently hold:
Real Estate Broker
Please list any organization of which you are currently a member:


Please list any other committees or boards you currently sit on:


Select the committee you would like to serve on. If you are interested in more than one, please number your choices in order of preference.

- Affordable Housing Advisory Committee
- Agriculture Advisory Committee
- Beach and Shore Preservation Advisory Committee
- Board of Zoning and Adjustment
- Children's Services Advisory Committee
- Code Enforcement Board
- Community Development Block Grant
- Citizen Advisory Task Force
- Construction Boards of Adjustment and Appeals
- Economic Development Council
- Enterprise Zone Development Agency
- Environmental Control Hearing Board
- Indian River County Extension Advisory Council
- Metropolitan Planning Organization Citizens Advisory Committee
- Planning and Zoning Commission
- Tourist Development Council
- Treasure Coast Regional Planning Council
- Comprehensive Economic Development Strategy

Please return the completed application, along with a current resume, to the Board of County Commissioners Office, 1801 27th Street, Vero Beach, Fl 32960, or by fax at 772-770-5334.
Resume
Married Catherine K. Ferrell (Klemann) 4 children
(moved to) Highland Beach Fl. 1958, Delray Beach, Manalapan, Palm Beach, South Merritt Island, Vero Beach.
Education: HS graduate St Andrews School Boca Raton Fl. 1965
Auburn U and Virginia Commonwealth U: BA History minor political science, and business, additional
grad courses 180 + hours
Appraisal Experience: Asst. Commercial Appraiser over 110 hours Appraisal Institute
Wharton Business School seminar for the Non Financial Executive 40 hours
International Council of Shopping Centers Educational courses conferences: many years
Champion Spark Plugs executive briefing and training Toledo, Ohio
Military Service: US Army Reserves 6 years Spec 5, Office Mgt. ROTC; Completed Special Officers
Training Program 8 weeks Ft. Benning, Ga.
Trustee St Andrews School 1973-1982: Grounds and Planning Committee
Hoyt Murphy Real Estate Commercial Farm and Land Realtor Associate 1970-3
Ferrell Realty and Investment: Fl. Realtor land broker since 1973-1982 Land, Commercial, and
Investment Specialty: Builder 300 over homes, heavy equipment business. Changed direction due to
high interest rate environment.
Ferrell Real Estate Enterprises Realtors, Investors: 1982 to present
Real Estate Partnerships multiple counties and management of approximately 200 million dollars of
properties for trusts and corporations including farms and ranches. Planning land uses for preservation
and development.
Cattle Ranches: Ferrell Trust Cattle Ranches managed trust ranches from 1974 to date.
Public Works Experience: Many Road Projects infrastructure and Private Public Partnerships.
Approximately 20 major highway and connectors in multiple counties
Including; St Johns Heritage Parkway, a significant regional connector bypass alternate to I-95 a Multi-
County project with two interchanges (Micco Rd area, and Melbourne Ellis Rd). Palm Bay Section under
construction. Helped negotiate Palm Bay Interchange
with FDOT and Norpak Corporation. Regional Negotiations Private Sector Planner with Senator Howard
Futch, and Congressman Dave Weldon US 192 funding as well as Stan Mayfield on SR 60 and SR 70.
Worked on SR 7, 441 and Forest Hill Blvd Palm Beach County.
Clark and Sons Road Builders underground utilities 1976-82, Investor. Sold interest!
Environmental experience: Many Appraisals, DEP Sub contractor, concentration Maritime Hammocks,
Turtle Preserves, wetlands
Many Seminars Water Mgt Districts; Ranching experience water (retention detention ponds)
Volunteer Woods Hole Ship Reposition and Ocean Water Quality, studies 40 hours.
Beach Parks: Assembled property for Ponce de Leon Park Melbourne Beach Helped assemble Avalon
Beach Park North Beach, Ft Pierce Big Starvation Cove, Ft Pierce.
CRA’s helping plan CRA’s and restoring down towns.
Ferrell Resume Pg. 2
Investor Old Town Key West: and Helped Plan Mallory Square and 600 and part of 700 Blocks Key West
Old Town Trolley 1976-1996 Sold Interest
Banking: Help found Plaza Bank, Miami 1977 Sold Stock for Merger
Planning Experience: Malls and mixed use properties: Helped Plan Wellington Mall and surrounds for
the Hermosa Corporation; Rockledge Loews Plaza Assembled 28 acres Commercial Campus with Liberty
Universal. Assembled 171 acres mixed use Parkway Activity Campus I-95 US 192. Watermill Sd Merritt
Island with Coy Clark Co. Pelican Cove SD for Ferrell-Centex, several other SD’s.
Infrastructure Planning: Planned Stewart Rd. extension, Lake Washington Rd extension Brevard County,
plan Pineda Parkway and Interchange, Interlochen Extension , Washingtonia Extension, Helped
Negotiate Palm Bay Interchange with FDOT and Norpak Corp
St Johns Heritage Parkway Initiative, Friends of the Parkway: Initiated original regional plan for St Johns
Heritage Parkway.
Beach Projects: Involved in the negotiations for the Manalapan, Fl. Seawall and beach restoration;
Ocean Ridge sand transfer and restoration plan; Delray Revetment and Beach Restoration Plan.
Hobbies: wildlife observation, surfing, snorkeling, exploring ship wrecks, beach, turtle, shorebird, and
lagoon preservation.
Mr. Robert Lindsey, Board of County Commissioner Appointee to the Beach and Shore Preservation Advisory Committee (BSPC), has verbally submitted his resignation effective immediately, leaving a vacancy on this committee.

Anyone interested in serving on the BSPC will need to submit an application and resume to Terri Collins-Lister at the Board of County Commissioners Office, County Administration Building A, 1801 27th Street, Vero Beach, FL 32960. Applications will be accepted until September 26, 2012 and can be accessed on-line at www.ircgov.com/boards/committee_applications or the Board of County Commissioner's Office.
TO: Members of the Board of County Commissioners
DATE: October 2, 2012

SUBJECT: Out of County Travel to attend the Florida Association of Counties 2012-13 Legislative Conference

FROM: Terri Collins-Lister, Commissioner Assistant

Out of county travel is requested for commissioners and staff to attend the Florida Association of Counties 2012-13 Legislative Conference in Sarasota County on November 28-30, 2012.

Attachment
Florida Association of Counties

Putting Florida to Work.
Keeping Florida Local.

2012-13
LEGISLATIVE CONFERENCE
FLORIDA ASSOCIATION OF COUNTIES
2012-13 Legislative Conference
Preliminary Schedule of Events

Tuesday, November 27
4:00 p.m. - 6:00 p.m.  Registration Desk Open

Wednesday, November 28
7:30 a.m. - 8:30 a.m.  Continental Breakfast
7:30 a.m. - 5:00 p.m.  Registration Desk Open
8:00 a.m. - 9:00 a.m.  FAC Executive Committee Meeting
9:00 a.m. - 11:00 a.m.  RESTORE Meeting
9:30 a.m. - 11:00 a.m.  Federal Action Strike Team
9:45 a.m. - 11:00 a.m.  Rural Caucus
9:45 a.m. - 11:00 a.m.  Urban Caucus
11:00 a.m. - 12:30 p.m.  FAC Board of Directors Meeting
11:00 a.m. - 1:15 p.m.  Lunch (on your own)
12:30 p.m. - 4:45 p.m.  New Commissioner Luncheon & Orientation
1:45 p.m. - 4:45 p.m.  Finance, Transportation & Administration Committee
5:00 p.m. - 6:00 p.m.  Welcome Reception
6:00 p.m. - 8:00 p.m.  Dinner (on your own)

Thursday, November 29
7:30 a.m. - 9:00 a.m.  Continental Breakfast
8:00 a.m. - 11:30 a.m.  Registration Desk Open
8:00 a.m. - 5:00 p.m.  CCC Workshop: County Government Roles & Responsibilities
8:15 a.m. - 9:45 a.m.  Health & Human Services Committee
10:00 a.m. - 11:15 p.m.  Public Safety Committee
11:30 a.m. - 1:00 p.m.  Luncheon
1:15 p.m. - 4:00 p.m.  Growth, Environmental Planning & Agriculture Committee
2:00 p.m. - 5:00 p.m.  County Managers Workshop
4:00 p.m. - 5:00 p.m.  Annual Conference Committee
5:00 p.m. - 6:00 p.m.  Legislative Executive Committee
6:00 p.m. - 7:00 p.m.  Reception
7:00 p.m. - 9:00 p.m.  Dinner (on your own)

Friday, November 30
8:30 a.m. - 10:30 a.m.  Closing Session Breakfast
2012-13 FAC Legislative Policy Process

The Florida Association of Counties is called upon to represent county government interests year-round on issues such as finance and tax, healthcare, transportation, and growth management. The Legislature, the Governor, state agencies and a variety of other interested parties look to FAC for the county perspective on the varied and complex issues of the day.

Determining the consensus position of very diverse Florida counties is truly a challenge. FAC’s success in doing so is made possible by the service and commitment of county officials throughout the state who participate in the policy development process. County commissioners and county staff work together through FAC’s four standing committees and through the urban and rural caucuses, which prioritize many issues important to all counties.

Participation on these committees is open to all county officials and staff. However, only county commissioners may vote, while county staff serves in an advisory role. The recommendations of the policy committees are forwarded to the full membership for its consideration at the Legislative Conference.

The 2012-13 FAC Legislative Conference in Sarasota County is a critical element in FAC’s policy-making. All members are urged to join in for the important work ahead.

Hotel Accommodations

FAC has secured a block of rooms at the Hyatt Regency Sarasota in Sarasota County (1000 Boulevard of the Arts, Sarasota, FL 34236). Call (888) 421-1442; FAC’s rate is $125.00 (plus applicable taxes). The block will sell out quickly, so make your reservations ASAP. Please only reserve the number of rooms you truly need so the hotel is able accommodate as many attendees as possible.

The official cut-off date for the FAC reduced room rate at the hotel is Wednesday, October 31, 2012. Reservation requests received after this date will be based on availability and prevailing rates.

Directions to Hotel

From Sarasota/Bradenton International Airport (4 miles):
Travel West 0.3 miles on DeSoto Rd./University Parkway. Turn Left onto 41 South for 2.9 miles. Turn right onto Blvd. Of the Arts. Hotel is on the left 0.1 miles.

From Tampa: I-75 South
Take exit 210 (Fruitville Road/State Road 780). Proceed West on Fruitville Road towards Sarasota for approximately 7 miles. Turn right onto Tamiami Trail. Proceed to the 1st traffic light and turn left onto Boulevard of the Arts. Hyatt Sarasota is located immediately on the left.
Travel time: approximately 1 hour and 15 minutes

From Naples: I-75 North
Take exit 210 (Fruitville Road/State Road 780). Proceed West on Fruitville Road towards Sarasota for approximately 7 miles. Turn right onto Tamiami Trail. Proceed to the 1st traffic light and turn left onto Boulevard of the Arts. Hyatt Sarasota is located immediately on the left.
Travel time: approximately 1 hour and 15 minutes
REGISTRATION FORM
FAC 2012-13 Legislative Conference
November 28-30, 2012
Hyatt Regency Sarasota (Sarasota County)

OPTIONS FOR REGISTRATION:

ONLINE: To register online visit www.fl-counties.com
CHECK: Complete section below if mailing a check (see address at bottom of page).

FAC values the security of your credit card information and uses trusted vendors for credit card processing. Due to our commitment to keeping your information secure, FAC is directing all credit card transactions to the secure sites of our vendors. This means that we will not be able to accept faxed or mailed credit card payment information.

FIRST NAME: ___________________ LAST NAME: ___________________
FIRST NAME/NICKNAME (to appear on badge): ___________________
COUNTY/COMPANY: ___________________________________________
TITLE/POSITION: _______________________________________________
MAILING ADDRESS: _____________________________________________
CITY: ___________________ STATE: _______ ZIP: ________________
TELEPHONE: _______________ FAX: ________________________
EMAIL: ____________________________

REGISTRATION FEES:

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<th>Base Fee</th>
<th>On-Site Fee</th>
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<td>Full Registration: (Member Commissioner/Staff)*</td>
<td>$250</td>
<td>$300</td>
<td>$350</td>
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<tr>
<td>Full Registration: (City, State, Federal)*</td>
<td>$300</td>
<td>$350</td>
<td>$400</td>
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<tr>
<td>Full Registration: (Private Sector/Business)*</td>
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<td>$450</td>
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<tr>
<td>Guest Registration: (Spouse/Non-Business Guest/Children 18+)**</td>
<td>$100</td>
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<td>$150</td>
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<tr>
<td>Reception or Luncheon Ticket</td>
<td>$ 50</td>
<td>$ 50</td>
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*Full Registrations include all committee meetings, New Commissioner Orientation (Wed), breakfasts, Thursday lunch, and receptions. 
**Guest Registrations include all committee meetings, breakfasts, Thursday luncheon, and receptions for a spouse, non-business guest or child 18 years of age or older.

MAIL REGISTRATION FORM AND CHECK TO:
Florida Association of Counties
100 South Monroe Street, Tallahassee, FL 32301
PHONE: (850) 922-4300

SPECIAL NEEDS: If you are physically challenged and require special services, please attach a written description to this form.

CANCELLATIONS: Refund of the conference registration fee, less an administrative fee of $50, will be allowed provided written or faxed notice of cancellation is received by FAC on or before November 15, 2012. No refunds will be considered after November 15. No telephone or verbal cancellations will be accepted.
MEMORANDUM

TO: Board of County Commissioners

FROM: William K. DeBraal - Deputy County Attorney

DATE: October 2, 2012

SUBJECT: Resolutions Canceling Taxes on Properties Purchased by Indian River County for Right-Of-Way

Resolutions have been prepared for the purpose of cancelling any delinquent or current taxes which may exist on the following properties purchased by Indian River County for right-of-way:

1. Parcel located along 33rd Street was purchased from Frank Danforth Richardson and Victoria L. Richardson; said parcel fully described in that certain General Warranty Deed recorded in Book 2563, Pages 1606-1608 of the Public Records of Indian River County, Florida.

2. Parcel located along 33rd Street was purchased from Stephen D. Sherwood and Frances G. Sherwood; said parcel fully described in that certain General Warranty Deed recorded in Book 2566, Pages 2499-2503 of the Public Records of Indian River County, Florida.

3. Parcel located along 33rd Street was purchased from George Glenn and Sharon Glenn; said parcel fully described in that certain General Warranty Deed recorded in Book 2587, Pages 93-97 of the Public Records of Indian River County, Florida.

4. Parcel located along 12th Street and 68th Avenue was purchased from Nicole Grice West; said parcel fully described in that certain General Warranty Deed recorded in Book 2592, Pages 2443-2446 of the Public Records of Indian River County, Florida.
5. Two parcels located along 12th Street were purchased from Debra Ann Atwell; said parcels fully described in that certain General Warranty Deed recorded in Book 2551, Pages 2334-2337 of the Public Records of Indian River County, Florida.

6. Parcel located at the corner of 27th Avenue and 5th Street SW was purchased from Skate Solutions, Inc., a Florida corporation; said parcel fully described in that certain General Warranty Deed recorded in Book 2554, Pages 1548-1551 of the Public Records of Indian River County, Florida.

7. Parcel located along 41st Street was purchased from the List of Lands Available (Holly Jackson – Tax Deed File No. 2012-0042TD); said parcel fully described in that certain Corrective Tax Deed recorded in Book 2606, Pages 2429-2432 of the Public Records of Indian River County, Florida.

**FUNDING:**

There is no cost associated with this item.

**RECOMMENDATION:**

Authorize the Chairman of the Board of County Commissioners to execute each Resolution to cancel certain taxes upon publicly owned lands, and the Clerk to send a certified copy of same to the Tax Collector and the Property Appraiser so that any delinquent or current taxes can be cancelled.

/nhm
Attachment: Resolutions

cc: Carole Jean Jordan - Tax Collector
    David Nolte - Property Appraiser
RESOLUTION NO. 2012-____

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA, CANCELLING CERTAIN TAXES UPON PUBLICLY OWNED LANDS, PURSUANT TO SECTION 196.28, FLORIDA STATUTES.

WHEREAS, section 196.28, Florida Statutes, allows the Board of County Commissioners of each County to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the county or the state, upon lands heretofore or hereafter conveyed to or acquired by any agency, governmental subdivision, or municipality of the state, or the United States, for road purposes, defense purposes, recreation, reforestation, or other public use; and

WHEREAS, such cancellation must be by resolution of the Board of County Commissioners, duly adopted and entered upon its minutes properly describing such lands and setting forth the public use to which the same are or will be devoted; and

WHEREAS, upon receipt of a certified copy of such resolution, proper officials of the county and of the state are authorized, empowered, and directed
RESOLUTION NO. 2012-____

to make proper entries upon the records to accomplish such cancellation and to do all things necessary to carry out the provisions of section 196.28, F.S.;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that:

1. Any and all liens for taxes delinquent or current against the following described lands purchased from Frank Danforth Richardson and Victoria L. Richardson for 33rd Street right-of-way, are hereby cancelled pursuant to the authority of section 196.28, F.S.

   See attached General Warranty Deed recorded in Book 2563, Pages 1606-1608, Public Records of Indian River County, Florida.

2. The Clerk to the Board of County Commissioners is hereby directed to send a certified copy of this resolution to the Tax Collector and the Property Appraiser with a copy to each of Fixed Assets, Budget, and the County Attorney's Office.

   The resolution was moved for adoption by Commissioner _________, and the motion was seconded by Commissioner _________, and, upon being put to a vote, the vote was as follows:
RESOLUTION NO. 2012-____

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

The Chairman thereupon declared the resolution duly passed and adopted this ____ day of October, 2012.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: __________________________
    Gary C. Wheeler, Chairman

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

By: __________________________
    Deputy Clerk

Tax Certificates Outstanding: X
Current Prorated Tax Received and Deposited with Tax Collector: $
This instrument was prepared incident to
the issuance of a title insurance contract,
and is to be returned to:

Jason A. Beal
Atlantic Coastal Land Title Company, LLC
3850 20th Street, Suite 4
Vero Beach, Florida 32960

ACLT File Number: 41078712
Parcel ID Number: 32-39-32-00001-0050-00001.0

GENERAL WARRANTY DEED

This deed, made as of this 23rd day of February, 2012, by Frank Danforth Richardson and
Victoria L. Richardson, husband and wife (as Grantor); and Indian River County, a Political
Subdivision of the State of Florida, whose post office address is: 1801 27th St, Vero Beach, FL
32960 (as Grantee);

(Whenever used herein, the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and
assigns of individuals, and the successors and assigns of corporations, partnerships or other entities; wherever the context
so admits or requires.)

WITNESSETH:

That the grantor, for and in consideration of the sum of $10.00 in hand paid by grantee, the receipt whereof is hereby
acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee forever, all
the right, title, interest, claim and demand which the said grantor has in and to the following described parcel of land,
to wit:

The North 20 feet of the South 80 feet of the West 9.62 acres of Tract 5, Section
32, Township 32 South, Range 39 East, according to the last general Plat of
lands of the INDIAN RIVER FARMS COMPANY SUBDIVISION, as recorded
in Plat Book 2, at Page(s) 25, of the Public Records of St. Lucie County Florida;
said lands now lying and being in Indian River County, Florida.

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

TO HAVE AND TO HOLD the same in fee simple forever.

AND grantor hereby covenants with grantee that grantor is lawfully seized of said land in fee simple; that grantor has
good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and
will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances,
except taxes for the year in which this deed is given; and restrictions, reservations, limitations, covenants, conditions and
easements of record, if any; insofar as same are valid and enforceable (however, this clause shall not be construed to
reimpose same).
IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

Jason N. Beal

[Signature]

Kelli S. Beal

Frank Danforth Richardson
6580 33rd St
Vero Beach, FL 32966

Victoria L. Richardson
6580 33rd St
Vero Beach, FL 32966

State of Florida
County of Indian River

The foregoing instrument was acknowledged before me the date hereinafter given, by Frank Danforth Richardson and Victoria L. Richardson; who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 23rd day of February, 2012.

[Signature]

Notary Public

Type of identification provided (Check One):

[ ] Driver's License
[ ] Passport
[ ] Government (State or Federal) ID Card
[ ] Resident Alien ID Card
[ ] Other

[Notary stamp]
SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LEGEND:
B - BASELINE
IRFC - INDIAN RIVER FARMS COMPANY
L - LEFT
O.R.B. - OFFICIAL RECORDS BOOK
P.B. - PLAT BOOK
PG. - PAGE
R - RIGHT
R/W - RIGHT-OF-WAY
STA. - STATION
S.L.C.R. - ST. LUCIE COUNTY RECORDS

A PORTION OF TRACT 5
P.B. 2, PG. 25, S.L.C.R.
ADDRESS: 6580 33RD STREET
VERO BEACH, FL., 32966
P.O. 32393200001000500001.0
O.R.B. 1923, PG. 736

OWNER:
FRANK DANFORTH RICHARDSON

SCALE 1' = 80'

STA: 409+07.33
OFFSET: 16.00 L

additional R/W
04/01/01
PROJECT NO.
WP001053
DRAWN BY
CHECKED BY

ARCADIS U.S., INC.
2081 Vista Parkway
West Palm Beach, Florida 33411
Tel. (561) 697-7000 Fax: (561) 697-7751
www.arcadis-us.com

PROJECT MANAGER
P.O. BOX 2415
DATE: 04/01/01
PROJECT NUMBER
DRAWING NUMBER
1053SD156

ADDITIONAL R/W

33RD STREET (CHERRY LANE)
SOUTH LINE OF TRACT 5

STA: 409+49.45
OFFSET: 36.00 L

STA: 409+07.33
OFFSET: 16.00 L

STA: 409+49.45
OFFSET: 36.00 L

STA: 409+07.33
OFFSET: 16.00 L

STA: 406+52.19
OFFSET: 16.00 L

STA: 406+52.32
OFFSET: 36.00 L

NOG'25'12"E
20.00'

SB9'56'26"E
318.14'

NBO9'56'26"W
318.14'

STA: 409+07.49
OFFSET: 16.00 L

STA: 409+49.45
OFFSET: 36.00 L

STA: 406+52.32
OFFSET: 36.00 L

STA: 406+52.19
OFFSET: 16.00 L

60' SUB-LATERAL "A-4" CANAL
INDIAN RIVER FARMS CO. PLAT OF LANDS
P.B. 2, PG. 25, S.L.C.R.
RESOLUTION NO. 2012-____

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA, CANCELLING CERTAIN TAXES UPON PUBLICLY OWNED LANDS, PURSUANT TO SECTION 196.28, FLORIDA STATUTES.

WHEREAS, section 196.28, Florida Statutes, allows the Board of County Commissioners of each County to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the county or the state, upon lands heretofore or hereafter conveyed to or acquired by any agency, governmental subdivision, or municipality of the state, or the United States, for road purposes, defense purposes, recreation, reforestation, or other public use; and

WHEREAS, such cancellation must be by resolution of the Board of County Commissioners, duly adopted and entered upon its minutes properly describing such lands and setting forth the public use to which the same are or will be devoted; and

WHEREAS, upon receipt of a certified copy of such resolution, proper officials of the county and of the state are authorized, empowered, and directed
RESOLUTION NO. 2012-____

to make proper entries upon the records to accomplish such cancellation and to
do all things necessary to carry out the provisions of section 196.28, F.S.;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY,
FLORIDA, that:

1. Any and all liens for taxes delinquent or current against the following
described lands purchased from Stephen D. Sherwood and Frances G. Sherwood for 33rd Street right-of-way, are hereby cancelled pursuant to the
authority of section 196.28, F.S.

See attached General Warranty Deed recorded in
Book 2566, Pages 2499-2503, Public Records of
Indian River County, Florida.

2. The Clerk to the Board of County Commissioners is hereby
directed to send a certified copy of this resolution to the Tax Collector and the
Property Appraiser with a copy to each of Fixed Assets, Budget, and the County
Attorney's Office.

The resolution was moved for adoption by Commissioner ________,
and the motion was seconded by Commissioner __________, and, upon
being put to a vote, the vote was as follows:
RESOLUTION NO. 2012-

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

The Chairman thereupon declared the resolution duly passed and adopted this ____ day of October, 2012.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: __________________________
    Gary C. Wheeler, Chairman

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

By: __________________________
    Deputy Clerk

Yes No

Tax Certificates Outstanding

Current Prorated Tax Received and
Deposited With Tax Collector

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: __________________________
    WILLIAM K. DEBRAAL
    DEPUTY COUNTY ATTORNEY
GENERAL WARRANTY DEED

This deed, made as of this 4th day of April, 2012, by Stephen D. Sherwood and Frances G. Sherwood, his wife (as Grantor); and Indian River County, Florida, a political subdivision of the State of Florida, whose post office address is: 1801 27th St, Vero Beach, FL 32960 (as Grantee);

(Wherever used herein, the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, partnerships or other entities; wherever the context so admits or requires.)

WITNESSETH:

That Grantor, for and in consideration of the sum of $10.00 in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee forever, all the right, title, interest, claim and demand which said Grantor has in and to the following described parcel of land, to wit:

The North 20.00 feet of the South 80 feet of the West 146.93 feet of the East 246.93 feet of the South 230 feet of the East 9.91 acres of the West 19.53 acres of Tract 5, Section 32, Township 32 South, Range 39 East, according to the Plat of INDIAN RIVER FARMS COMPANY, according to Plat recorded in Plat Book 2, at Page 25, of the Public Records of St. Lucie County, Florida; said lands now lying and being in Indian River County, Florida.

TOGETHER WITH:

The North 20.00 feet of the South 80 feet of the West 20 feet of the East 70.00 feet of the South 230 feet of the East 9.00 acres of the West 18.62 acres of Tract 5, Section 32, Township 32 South, Range 39 East, according to the Plat of INDIAN RIVER FARMS COMPANY, according to Plat recorded in Plat Book 2, at Page 25, of the Public Records of St. Lucie County, Florida; said lands now lying and being in Indian River County, Florida.
Pursuant to Rule 12B-4.013(4), F.A.C., this deed is given to a governmental entity under threat of condemnation or as a part of an out-of-court settlement of condemnation and is not subject to tax.

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

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantee that grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the year in which this deed is given; and restrictions, reservations, limitations, covenants, conditions and easements of record, if any; insofar as same are valid and enforceable (however, this clause shall not be construed to reimpose same).

IN WITNESS WHEREOF, said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Steven D. Sherwood  
6530 33rd St  
Vero Beach, FL 32966

Frances G. Sherwood  
6530 33rd St  
Vero Beach, FL 32966

State of Florida  
County of Indian River

The foregoing instrument was acknowledged before me the date hereinafter given, by Stephen D. Sherwood and Frances G. Sherwood who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 4th day of April, 2012.

Notary Public
LEGAL DESCRIPTION: PARCEL 158

A PARCEL OF LAND BEING THE NORTH 20.00 FEET OF THE SOUTH 80.00 FEET OF THE WEST 146.93 FEET OF THE EAST 246.93 FEET OF THE SOUTH 230.00 FEET OF THE EAST 9.91 ACRES OF THE WEST 19.53 ACRES OF TRACT 5, INDIAN RIVER FARMS COMPANY PLAT OF LANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS, SAINT LUCIE COUNTY, FLORIDA.

TOGETHER WITH:

THE NORTH 20.00 FEET OF THE SOUTH 80.00 FEET OF THE WEST 20.00 FEET OF THE EAST 70.00 FEET OF THE SOUTH 230.00 FEET OF THE EAST 9.00 ACRES OF THE WEST 18.62 ACRES OF TRACT 5, INDIAN RIVER FARMS COMPANY 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 32, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA.

CONTAINING 0.077 ACRES, MORE OR LESS.

LEGEND:
B  -  BASELINE
C  -  CALCULATED
RFC  -  INDIAN RIVER FARMS COMPANY
L  -  LEFT
O.R.B.  -  OFFICIAL RECORDS BOOK
P.B.  -  PLAT BOOK
PG  -  PAGE
R  -  RIGHT
R/W  -  RIGHT-OF-WAY
S.L.C.R.  -  ST. LUCIE COUNTY RECORDS
STA.  -  STATION

CERTIFICATION:

THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WILBUR K. DUNN
PROFESSIONAL LAND SURVEYOR AND MAPPER
LICENSE NO. 4190, STATE OF FLORIDA

DATE: 06/08/11
REVISED: 03/20/12 JAF
REVISED: 11/30/11 JAF
REVISED: 8/04/11 JAF

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!

NOTE: FOR LEGEND
SEE SHEET 1 OF 3

A PORTION OF TRACT 5
P.B. 2, PG. 25, S.L.C.R.
PID-3239,320000010050000022.2
QUIT CLAIM DEED BY HELEN
M. GLENN TO GEORGE A.
GLENN & SHARON N. GLENN
(O.R.B. ___ PG. ___)
AND
QUIT CLAIM DEED BY
STEPHEN D. SHERWOOD &
FRANCES G. SHERWOOD TO
GEORGE A. GLENN &
SHARON N. GLENN
(O.R.B. ___ PG. ___)

A PORTION OF TRACT 5
P.B. 2, PG. 25, S.L.C.R.

SOUTH LINE OF TRACT 5
33RD STREET (CHERRY LANE)

60° SUB-LATERAL "A-4" CANAL
INDIAN RIVER FARMS CO. PLAT OF LANDS
P.B. 2, PG. 25, S.L.C.R.

OWNERS:
STEPHEN D. SHERWOOD
(aka STEVEN D. SHERWOOD)
FRANCES G. SHERWOOD

INDIAN RIVER FARMS CO.
PLAT OF LANDS

WEST 80' OF
THE EAST 9 ACRES
OF THE WEST
18.62 ACRES
EAST 9.91 ACRES
OF THE WEST 19.53 ACRES

SOUTH LINE OF N.W. ONE-QUARTER
OF SECTION 32-32-39
S89°56'26"E (BEARING BASE)

ADDITIONAL INFORMATION
SEE SHEET 3 OF 3 FOR
ADDITIONAL INFORMATION

ARCADIS
ARCADIS U.S., INC.
2081 Vista Parkway
West Palm Beach, Florida 33411

Tel: (561) 687-7600 Fax: (561) 687-7751
www.arcadis-us.com
SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

OWNERS:
STEPHEN D. SHERWOOD
(A/K/A/ STEVEN D. SHERWOOD)
FRANCES G. SHERWOOD

NOTE: FOR LEGEND SEE SHEET 1 OF 3

EAST 9.91 ACRES
OF THE WEST 19.53 ACRES

WEST 80' OF THE
EAST 9 ACRES OF
THE WEST 18.62
ACRES

246.93'

EAST 9 ACRES OF
THE WEST 18.62
ACRES

70'

A PORTION OF TRACT 5
P.B. 2, PG. 25, S.L.C.R.
PID-32533200001005000002.1
QUIT CLAIM DEED BY
GEORGE A. GLENN & SHARON N. GLENN
& HELEN M. GLENN TO
STEPHEN D. SHERWOOD &
FRANCES G. SHERWOOD
(O.R.B. ______, PG. ______)

146.93'

20' ADDITIONAL R/W
S89°56'28"E 166.93'

500'25"12"W-20.00'

NB9°56'28"W 166.93'

30' EXISTING R/W
O.R.B. 992, PG. 707

33RD STREET
(CHERRY LANE)

30' EXISTING
O.R.B. 992, PG. 707

SOUTH LINE
OF TRACT 5

R/W WARRANTY DEED STEPHEN
SHERWOOD TO INDIAN RIVER COUNTY
O.R.B. 992, PG. 707, 10-15-93

R/W WARRANTY DEED GEORGE & SHARON GLENN
TO INDIAN RIVER COUNTY
O.R.B. 992, PG. 707, 10-15-93

R/W WARRANTY DEED HELEN M. GLENN TO INDIAN RIVER
COUNTY O.R.B. 992, PG. 711, 10-15-93

R/W WARRANTY DEED
60' SUB-LATERAL "A-4" CANAL
TO INDIAN RIVER FARM CO
PLAT OF LANDS
O.R.B. 2, PG. 25, S.L.C.R.

ARCADIS U.S., INC.
2081 Vista Parkway
West Palm Beach, Florida 33411
Tel: (561) 697-7000 Fax: (561) 697-7161
www.arcadis-us.com

1053SD158
RESOLUTION NO. 2012-____

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA, CANCELLING CERTAIN TAXES UPON PUBLICLY OWNED LANDS, PURSUANT TO SECTION 196.28, FLORIDA STATUTES.

WHEREAS, section 196.28, Florida Statutes, allows the Board of County Commissioners of each County to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the county or the state, upon lands heretofore or hereafter conveyed to or acquired by any agency, governmental subdivision, or municipality of the state, or the United States, for road purposes, defense purposes, recreation, reforestation, or other public use; and

WHEREAS, such cancellation must be by resolution of the Board of County Commissioners, duly adopted and entered upon its minutes properly describing such lands and setting forth the public use to which the same are or will be devoted; and

WHEREAS, upon receipt of a certified copy of such resolution, proper officials of the county and of the state are authorized, empowered, and directed
RESOLUTION NO. 2012-____

to make proper entries upon the records to accomplish such cancellation and to do all things necessary to carry out the provisions of section 196.28, F.S.;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that:

1. Any and all liens for taxes delinquent or current against the following described lands purchased from George Glenn and Sharon Glenn for 33rd Street right-of-way, are hereby cancelled pursuant to the authority of section 196.28, F.S.

   See attached General Warranty Deed recorded in Book 2587, Pages 93-97, Public Records of Indian River County, Florida.

2. The Clerk to the Board of County Commissioners is hereby directed to send a certified copy of this resolution to the Tax Collector and the Property Appraiser with a copy to each of Fixed Assets, Budget, and the County Attorney's Office.

   The resolution was moved for adoption by Commissioner __________, and the motion was seconded by Commissioner __________, and, upon being put to a vote, the vote was as follows:
RESOLUTION NO. 2012-___

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

The Chairman thereupon declared the resolution duly passed and adopted this ____ day of October, 2012.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: ____________________________
Gary C. Wheeler, Chairman

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

By: ____________________________
Deputy Clerk

Tax Certificates Outstanding

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Current Prorated Tax Received and Deposited With Tax Collector

$0

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY
WILLIAM K. DEBRAAL
DEPUTY COUNTY ATTORNEY
GENERAL WARRANTY DEED

This deed, made as of this 21st day of June, 2012, by George Glenn and Sharon Glenn, his wife (as Grantor); and Indian River County, a political subdivision of the State of Florida, whose post office address is: 1801 27th St, Vero Beach, FL 32960 (as Grantee);

(Wherever used herein, the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, partnerships or other entities: wherever the context so admits or requires.)

WITNESSETH:

That Grantor, for and in consideration of the sum of $10.00 in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee forever, all the right, title, interest, claim and demand which said Grantor has in and to the following described parcel of land, to wit:

The North 20 feet of the South 80 feet of the West 80 feet of the East 9.00 acres of the West 18.62 acres of Tract 5, Section 32, Township 32 South, Range 39 East, according to the last general Plat of lands of the INDIAN RIVER FARMS COMPANY SUBDIVISION, as recorded in Plat Book 2, at Page(s) 25, of the Public Records of St. Lucie County, Florida; said lands now lying and being in Indian River County, Florida.

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

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantee that grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the year in which this deed is given; and restrictions, reservations, limitations, covenants, conditions and easements of record, if any; insofar as same are valid and enforceable (however, this clause shall not be construed to reimpose same).
Pursuant to Rule 12B-4.013(4), F.A.C., this deed is given to a governmental entity under threat of condemnation or as a part of an out-of-court settlement of condemnation proceedings and is not subject to tax.

IN WITNESS WHEREOF, said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

George Glenn
6570 33rd St
Vero Beach, FL 32966

Sharon Glenn
6570 33rd St
Vero Beach, FL 32966

State of Florida
County of Indian River

The foregoing instrument was acknowledged before me the date hereinafter given, by George Glenn and Sharon Glenn who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 21st day of June, 2012.

Notary Public

Type of identification provided (Check One):

| [ ] Driver's License
| [ ] Passport
| [ ] Government (State or Federal) ID Card
| [ ] Resident Alien ID Card
| [ ] Other
LEGAL DESCRIPTION: PARCEL 157

A parcel of land being the north 20.00 feet of the south 80.00 feet of
the east 9.00 acres of the west 80.00 feet of
the east 9.00 acres of tract 5, Indian River Farms Company 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 32, township 32 south, range
39 east, Indian River County, Florida.

CONTAINING 0.037 ACRES, MORE OR LESS.

LEGEND:
B = Baseline
C = Calculated
IRFC = Indian River Farms Company
L = Left
O.R.B. = Official Records Book
P.B. = Plat Book
P.G. = Page
R = Right
R/W = Right-of-Way
STA. = Station
S.L.C.R. = Saint Lucie County Records

CERTIFICATION:

This sketch and description are not valid without the signature and original raised seal of a
Florida licensed surveyor and mapper.

WILBUR D. DIVINE
Professional Land Surveyor and Mapper
License No. 4190, State of Florida

DATE: 06/08/11
REvised: 11/30/11 JAF

PROJECT NUMBER: WP001053

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.
NOTE: FOR LEGEND
SEE SHEET 1 OF 3

NOTE: SEE SHEET 3 OF 3 FOR ADDITIONAL INFORMATION.

OWNERS:
GEORGE A. GLENN
SHARON N. GLENN

WARRANTY DEED HELEN GLENN TO
GEORGE & SHARON GLENN
O.R.B. 711, PG. 1894, 6-5-85
CORRECTED O.R.B. 933, PG. 2194

A PORTION OF TRACT 5
P.B. 2, PG. 25, S.L.C.R.
P#-32393200001005000002.2
QUIT CLAIM DEED BY HELEN M.
GLENN TO GEORGE A. GLENN &
SHARON N. GLENN (O.R.B.
_____ , PG. _____ )
AND
QUIT CLAIM DEED BY STEPHEN
D. SHERWOOD & FRANCES G.
SHERWOOD TO GEORGE A. GLENN
& SHARON N. GLENN
(O.R.B. _____ , PG. _____ )

OAK CHASE SUBDIVISION - PHASE I
P.E. 15, PG. 77

30' EXISTING R/W
O.R.B. 943, PG. 2156

30' EXISTING R/W
O.R.B. 982, PG. 708

ADDITIONAL R/W
STA: 409+69.56
OFFSET: 36.00' L

STA: 409+69.57
OFFSET: 16.00' L

SOUTH LINE
OF TRACT 5

60' SUB-LATERAL "A-4" CANAL.
INDIAN RIVER FARMS CO. PLAT OF LANDS
P.B. 2, PG. 25, S.L.C.R.

S98°56′26″E
80.00′

S98°56′26″E
80.00′

S00′25′12″W
20.00′

S00′25′12″W
20.00′

80.00′

33RD STREET (CHERRY LANE)

SOUTH LINE
OF N.W. ONE-QUARTER
OF SECTION 32-32-39
S89°56′26″E (BEARING BASE)

PROJECT OWNER
ARCADIS U.S., INC.

ARCADIS
2081 Vista Parkway
West Palm Beach, Florida 33411
Tel: (561) 857-2000 Fax: (561) 851-7751
http://www.arcadis-us.com

PROJECT MANAGER
WTD
ADVANCED R/W

DEPARTMENT MANAGER
WTD

SHEET TITLE
ADDITIONAL R/W

SHEET
2 OF 3

SCALE: 1″ = 80′

CHECKED BY
WTD

DRAWN BY
WTD

ENGINEERING NUMBER

1053SD157

49
SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

NOTE: FOR LEGEND
SEE SHEET 1 OF 3

WARRANTY DEED HELEN GLENN TO GEORGE & SHARON GLENN
O.R.B. 711, PG. 1894, 6-5-85
CORRECTED O.R.B. 933, PG. 2194

WARRANTY DEED HELEN GLENN TO GEORGE & SHARON GLENN O.R.B. 1215, PG. 1008, 6-12-98
CORRECTED O.R.B. 1237, PG. 2867

A PORTION OF TRACT 5
P.B. 2, PG. 25, S.L.C.R.
PID-32393200001005000002.2
QUIT CLAIM DEED BY HELEN M. GLENN & SHARON N. GLENN (O.R.B. ___, PG. ___)
AND QUIT CLAIM DEED BY STEPHEN D. SHERWOOD & FRANCES C. SHERWOOD TO GEORGE & SHARON GLENN (O.R.B. ___, PG. ___)

TRACT 5
P.B. 2, PG. 25, S.L.C.R.

R/W WARRANTY DEED FRANK RICHARDSON TO INDIAN RIVER COUNTY O.R.B. 943, PG. 2156, 8-17-92

R/W WARRANTY DEED GEORGE & SHARON GLENN TO INDIAN RIVER COUNTY O.R.B. 992, PG. 707, 10-15-93

60' SUB-LATERAL "A-4" CANAL
INDIAN RIVER FARMS CO.
PLAT OF LANDS
P.B. 2, PG. 25, S.L.C.R.

OWNERS:
GEORGE A. GLENN
SHARON N. GLENN

30' EXISTING R/W
O.R.B. 992, PG. 707

33RD STREET (CHERRY LANE)
SOUTH LINE OF TRACT 5

S89°56'26"E
60.00'

N89°56'26"W
60.00'

S00°25'12"W 20.00' 158

S00°25'12"W 20.00' 157

S00°25'12"W 20.00' 156

R/W WARRANTY DEED STEPHEN SHERWOOD TO INDIAN RIVER COUNTY O.R.B. 992, PG. 707, 10-15-93

20' ADDITIONAL R/W
146.93'

ARCADIS
ARCADIS U.S., INC.

West Palm Beach, Florida 33411
Tel: (561) 697-4000 Fax: (561) 607-7721
www.arcadis-us.com

PROJECT MANAGER: WTD
DEPARTMENT MANAGER: WTD
SHEET TITLE: ADDITIONAL R/W
SCALE: 1" = 50'"
CHECKED BY: WTD
DRAWING NUMBER: WP001053
PROJECT NUMBER: 1053SD157

 SHEET 3 OF 3
RESOLUTION NO. 2012-____

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA, CANCELLING CERTAIN TAXES UPON PUBLICLY OWNED LANDS, PURSUANT TO SECTION 196.28, FLORIDA STATUTES.

WHEREAS, section 196.28, Florida Statutes, allows the Board of County Commissioners of each County to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the county or the state, upon lands heretofore or hereafter conveyed to or acquired by any agency, governmental subdivision, or municipality of the state, or the United States, for road purposes, defense purposes, recreation, reforestation, or other public use; and

WHEREAS, such cancellation must be by resolution of the Board of County Commissioners, duly adopted and entered upon its minutes properly describing such lands and setting forth the public use to which the same are or will be devoted; and

WHEREAS, upon receipt of a certified copy of such resolution, proper officials of the county and of the state are authorized, empowered, and directed
RESOLUTION NO. 2012-____

to make proper entries upon the records to accomplish such cancellation and to
do all things necessary to carry out the provisions of section 196.28, F.S.;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY,
FLORIDA, that:

1. Any and all liens for taxes delinquent or current against the following
described lands purchased from Nicole Grice West for 12th Street and 66th
Avenue right-of-way, are hereby cancelled pursuant to the authority of section
196.28, F.S.

See attached General Warranty Deed recorded in
Book 2592, Pages 2443-2446, Public Records of
Indian River County, Florida.

2. The Clerk to the Board of County Commissioners is hereby
directed to send a certified copy of this resolution to the Tax Collector and the
Property Appraiser with a copy to each of Fixed Assets, Budget, and the County
Attorney’s Office.

The resolution was moved for adoption by Commissioner __________,
and the motion was seconded by Commissioner __________, and, upon
being put to a vote, the vote was as follows:
RESOLUTION NO. 2012-___

Gary C. Wheeler, Chairman

Peter D. O'Bryan, Vice Chairman

Wesley S. Davis

Joseph E. Flescher

Bob Solari

The Chairman thereupon declared the resolution duly passed and adopted this ___ day of October, 2012.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By ________________________________
Gary C. Wheeler, Chairman

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

By: ________________________________
Deputy Clerk

Tax Certificates Outstanding

Yes  X  No

Current Prorated Tax Received and Deposited With Tax Collector $ ___

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: WILLIAM K. DEBRAAL
DEPUTY COUNTY ATTORNEY

3
This instrument was prepared incident to the issuance of a title insurance contract, and is to be returned to:

Jason A. Beal
Atlantic Coastal Land Title Company, LLC
3850 20th Street, Suite 4
Vero Beach, Florida 32960

ACLT File Number: 42079235
Parcel ID Number: 33-39-08-00001-0040-00004.0

GENERAL WARRANTY DEED

This deed, made as of this 20th day of July, 2012, by Nicole Grice West (as Grantor); and Indian River County, a political subdivision of the State of Florida, whose post office address is: 1801 27th St, Vero Beach, FL (as Grantee);

(Wherever used herein, the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, partnerships or other entities; wherever the context so admits or requires.)

WITNESSETH:

That Grantor, for and in consideration of the sum of $10.00 in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee forever, all the right, title, interest, claim and demand which said Grantor has in and to the following described parcel of land, to wit:

The North 50 feet of the South 80.00 feet of the West 363.5 feet of Tract 4, Section 8, Township 33 South, Range 39 East, lying South of the Main Relief Canal, and the West 363.5 feet of Tract 5, Section 8, Township 33 South, Range 39 East, LESS the North 241.0 feet of the South 729.05 feet thereof according to the last general plat of lands of the INDIAN RIVER FARMS COMPANY, as recorded in Plat Book 2, at Page 25, St. Lucie County Public Records; said land now lying and being in Indian River County, Florida.

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

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantee that grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the year in which this deed is given; and restrictions, reservations, limitations, covenants, conditions and easements of record, if any; insofar as same are valid and enforceable (however, this clause shall not be construed to reimpose same).
The grantor herein warrants and avers that grantor does not reside on the lands conveyed hereby, nor on contiguous land; nor does any member of grantor's family dependent upon grantor for support.

Pursuant to Rule 12B-4.013(4), F.A.C, this Deed is given to a governmental entity under threat of condemnation, or as a part of an out-of-court settlement of condemnation proceedings, and is not subject to tax.

IN WITNESS WHEREOF, said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Nicole Grice West
1415 31st Ave
Vero Beach, FL 32960

State of Florida
County of Indian River

The foregoing instrument was acknowledged before me the date hereinafter given, by Nicole Grice West who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 20th day of July, 2012.

[Signature]
Notary Public

Type of identification provided (Check One):
[ ] Driver's License
[ ] Passport
[ ] Government (State or Federal) ID Card
[ ] Resident Alien ID Card
[ ] Other
SKETCH AND DESCRIPTION

LEGAL DESCRIPTION OF PROPOSED RIGHT OF WAY PARCEL #23:

THE NORTH 50.00 FEET OF THE SOUTH 80.00 FEET OF THE WEST 563.5 FEET OF TRACT 6, SECTION 5, TOWNSHIP 33 SOUTH, RANGE 39 EAST ACCORDING TO THE LAST GENERAL PLAT TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY AS RECORDED IN PLAT BOOK 2, PAGE 29, ST. LUCIE COUNTY PUBLIC RECORDS, SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.

SUBJECT TO ALL RIGHTS OF WAYS, RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD,

CONTAINING 18,925.00 S.F.

PARENT TRACT LEGAL DESCRIPTION (O.R.O. 2227, PAGE 071):

THE WEST 363.5 FEET OF TRACT 4, SECTION 8, TOWNSHIP 33 SOUTH, RANGE 39 EAST LYING SOUTH OF THE MAIN RELIEF CANAL AND THE WEST 363.5 FEET OF TRACT 5, SECTION 8, TOWNSHIP 33 SOUTH, RANGE 39 EAST, LESS THE NORTH 341.0 FEET OF THE SOUTH 725.05 FEET THEREOF ACCORDING TO THE LAST GENERAL PLAT TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY AS RECORDED IN PLAT BOOK 2, PAGE 29, ST. LUCIE COUNTY PUBLIC RECORDS, SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.

SURVEYOR’S NOTES:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

2. LANDS SHOWN HEREIN WERE NOT ABSTRACTED OR RESEARCHED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, RESERVATIONS, OWNERSHIP, ABANDONMENT, DEED LIMITATIONS, ZONING REGULATIONS OR SETBACK LINES, LAND USE PLAN DESIGNATION, ADJOINING DEEDS OR MURPHY ACT DEEDS. THIS SKETCH IS NOT INTENDED TO DELINEATE WETLANDS, LOCAL AREAS OF CONCERN OR ANY OTHER JURISDICTIONAL DETERMINATION.

3. THIS DESCRIPTION AND SKETCH CONSISTS OF (2) TWO SHEETS, (1) ONE IS NOT VALID WITHOUT THE OTHER.

4. THIS EXHIBIT DOES NOT INTEND TO REFLECT OR DETERMINE EASEMENTS.

5. THIS IS NOT A BOUNDARY SURVEY. A FIELD SURVEY WAS NOT PERFORMED. THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY.

6. BEARINGS (IF SHOWN) ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 ADJUSTMENT OF 1990 (NAD 83/90) FLORIDA STATE PLANE COORDINATES, EAST ZONE (901) AS REFERENCED TO THE LINE INDICATED AS "BEARING BASIS" AND ARE GIVEN FOR THE PURPOSE OF DETERMINING ANGLES ONLY.


8. THE PARENT TRACT LEGAL DESCRIPTION WAS OBTAINED FROM THE INDIAN RIVER COUNTY PROPERTY APPRAISER’S TAX ROLL WEB SITE. SEARCH OF THE PROPERTY APPRAISER’S TAX ROLL WEB SITE BEGINNING FEBRUARY 2002; AN OWNERSHIP & ENCUMBRANCE REPORT WAS NOT FURNISHED TO THIS PROFESSIONAL SURVEYOR AND MAPPER OR FIRM.

CERTIFIED TO:

FRANK V. CUCURUSSO, P.S.M. SIGNATURE DATE
CARTER ASSOCIATES, INC. LTD. 209
R/W PARCEL #23, SHEET 1 OF 1

CARVER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1700 21ST STREET 772-562-4191 (FLS) 772-562-4184 (INT)
PBBO BEACH, FLORIDA 32960-8475
1997
1102
SKETCH AND DESCRIPTION

TRACT 5
SECTION 3, T 33 S., RGE.39 E.
INDIAN RIVER FARMS COMPANY SUBDIVISION
P.B. 2, PG. 25, S.LCO., FL.

NOW I.R.CO., FL.

1300 68TH AVENUE, VERO BEACH, FL 32968

(CE) 56-00-00001-0040-00004.0
NORTH GRACE WEST

EAST LINE OF THE WEST
363.5' OF TRACT 4

52' I.R.F.O.S.
P.B. & PG. 25
S.LCO., FL.

WEST 363.5'

EXISTING NORTH R.O.W.

12TH STREET / ROSEDALE ROAD

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMPLETION
R/W. R.O.W. = RIGHT-OF-WAY
I.R.F.O.S. = INDIAN RIVER FARMS
WATER CONTROL DISTRICT
I.R.F.O.S. = INDIAN RIVER FARMS
COMPANY SUBDIVISION
S.LCO., FL. = ST. LUCIE COUNTY,
FLORIDA.

OFFICIAL RECORDS BOOK
AND PAGE
I.R.CO., FL. = INDIAN RIVER COUNTY,
FLORIDA.

P.B. & PG. = PLAT BOOK AND PAGE

NOT A FIELD SURVEY

R/W PARCEL #23, SHEET 2 OF 2

CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS

1708 21ST STREET
VERO BEACH, FLORIDA 32960-3472
772-562-4191 (TEL)
772-562-7100 (FAX)

SCALE: 1"=60'
RESOLUTION NO. 2012-___

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA, CANCELLING CERTAIN TAXES UPON PUBLICLY OWNED LANDS, PURSUANT TO SECTION 196.28, FLORIDA STATUTES.

WHEREAS, section 196.28, Florida Statutes, allows the Board of County Commissioners of each County to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the county or the state, upon lands heretofore or hereafter conveyed to or acquired by any agency, governmental subdivision, or municipality of the state, or the United States, for road purposes, defense purposes, recreation, reforestation, or other public use; and

WHEREAS, such cancellation must be by resolution of the Board of County Commissioners, duly adopted and entered upon its minutes properly describing such lands and setting forth the public use to which the same are or will be devoted; and

WHEREAS, upon receipt of a certified copy of such resolution, proper officials of the county and of the state are authorized, empowered, and directed

1
RESOLUTION NO. 2012-____

to make proper entries upon the records to accomplish such cancellation and to
do all things necessary to carry out the provisions of section 196.28, F.S.;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY,
FLORIDA, that:

1. Any and all liens for taxes delinquent or current against the following
described lands purchased from Debra Ann Atwell for 12th Street right-of-way,
are hereby cancelled pursuant to the authority of section 196.28, F.S.

See attached General Warranty Deed recorded in
Book 2551, Pages 2334-2337, Public Records of
Indian River County, Florida.

2. The Clerk to the Board of County Commissioners is hereby
directed to send a certified copy of this resolution to the Tax Collector and the
Property Appraiser with a copy to each of Fixed Assets, Budget, and the County
Attorney’s Office.

The resolution was moved for adoption by Commissioner __________,
and the motion was seconded by Commissioner __________, and, upon
being put to a vote, the vote was as follows:
RESOLUTION NO. 2012-___

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

The Chairman thereupon declared the resolution duly passed and adopted this ____ day of October, 2012.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: ____________________________
   Gary C. Wheeler, Chairman

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

By: ____________________________
   Deputy Clerk

Tax Certificates Outstanding

Current Prorated Tax Received and
Deposited With Tax Collector $___

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: ...........................................
   WILLIAM K. DEBRAAL
   DEPUTY COUNTY ATTORNEY
This instrument was prepared incident to the issuance of a title insurance contract, and is to be returned to:

Jason A. Beal
Atlantic Coastal Land Title Company, LLC
3850 20th Street, Suite 4
Vero Beach, Florida 32960

ACLT File Number: 41078825
Parcel ID Number: 33-39-08-00001-0040-00005.0 and 33-39-08-00001-0040-00005.1

GENERAL WARRANTY DEED

This deed, made as of this 19th day of January, 2012, by Debra Ann Atwell, a single person (as Grantor); and Indian River County, a political subdivision of the State of Florida, whose post office address is: 1801 27th St, Vero Beach, FL 32960 (as Grantee);

(Wherever used herein, the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, partnerships or other entities; wherever the context so admits or requires.)

WITNESSETH:

That Grantor, for and in consideration of the sum of $10.00 in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee forever, all the right, title, interest, claim and demand which said Grantor has in and to the following described parcel of land, to wit:

The North 50 feet of the South 80.00 feet of the following described property:
The East 12.50 acres of the West 25 acres of Tracts 4 and 5, South of Main Canal, in Section 8, Township 33 South, Range 39 East, as the same is designated on the last general plat of lands of the Indian River Farms Company Subdivision, filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida.

AND:

The North 50 feet of the South 80.00 feet of the following described property:
The West 12.79 acres of the East 25.79 acres of Tracts 4 and 5, South of Main Canal, in Section 8, Township 33 South, Range 39 East, as the same is designated on the last general plat of lands of the Indian River Farms Company Subdivision, filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida.

ATLANTIC COASTAL LAND TITLE COMPANY, LLC
A Full Service, Florida Title Insurance Agency
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantee that grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomever; and that said land is free of all encumbrances, except taxes for the year in which this deed is given; and restrictions, reservations, limitations, covenants, conditions and easements of record, if any; insofar as same are valid and enforceable (however, this clause shall not be construed to reimpose same).

IN WITNESS WHEREOF, said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Debra Ann Atwell
6435 Atlantic Blvd
Vero Beach, FL 32966

State of Florida
County of Indian River

The foregoing instrument was acknowledged before me the date hereinafter given, by Debra Ann Atwell who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 19th day of January, 2012.

Notary Public

Type of Identification provided (Check One):

- Driver’s License
- Passport
- Government (State or Federal) ID Card
- Resident Alien ID Card
- Other

ATLANTIC COASTAL LAND TITLE COMPANY, LLC
A Full Service, Florida Title Insurance Agency
SKETCH AND DESCRIPTION

Parcel #24, Proposed Rights of Way

SCALE: 1" = 60'

EXISTING NORTH R.O.W.

PROPOSED NORTH R.O.W.

PARCEL #24 PROPOSED ADDITIONAL RIGHT OF WAY

WEST LINE OF THE EAST 306.5' OF TRACT 5

WEST 12.75 ACRES OF EAST 25.00 ACRES

SUB-LATERAL "B-2" CANAL

LEGEND:
P.O.B. = POINT OF BEGANNING
P.O.C. = POINT OF COMMENCEMENT
R/W, R.O.W. = RIGHT-OF-WAY
I.R.F.W.C.D. = INDIAN RIVER FARMS WATER CONTROL DISTRICT
I.R.F.C.S. = INDIAN RIVER FARMS COMPANY SUBDIVISION
S.L.CO., FL. = ST. LUCIE COUNTY, FLORIDA
D.R.B., PG. = OFFICIAL RECORDS BOOK AND PAGE
I.R.CO., FL. = INDIAN RIVER COUNTY, FLORIDA
P.B. & PG. = PLAT BOOK AND PAGE

NOT A FIELD SURVEY

R/W PARCEL #24 & 25, SHEET 2 OF 2

CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1706 21ST STREET
VERO BEACH, FLORIDA 32960-5472
772-582-7180 (FAX)
772-582-4191 (TEL)

PROJECT NO. 09-439S 98-23£
"DWG." TO.
IBS74-A

SHEET 2 OF 2

REVISED: 4-21-2010 PARCEL SIZE, DESC., SHEET 2
LEGAL DESCRIPTION OF PROPOSED RIGHT OF WAY PARCEL #24:

The north 50.00 feet of the south 80.00 feet of the following described property:
The east 12.50 acres of the west 25 acres of tracts 4 and 5, south of main canal, in section 8, township 33 south, range 39 east, as the same is designated on the last general plat of lands of the Indian River Farms Company subdivision, filed in the office of the clerk of the circuit court of St. Lucie county, Florida, in plat book 2, page 25; said land lying and being in Indian River County, Florida.

Subject to all rights of ways, restrictions, reservations and easements of record,
containing 16,640.00 S.F.

LEGAL DESCRIPTION OF PROPOSED RIGHT OF WAY PARCEL #25:

The north 50.00 feet of the south 80.00 feet of the following described property:
The west 12.79 acres of the east 25.79 acres of tracts 4 and 5, south of main canal, in section 8, township 33 south, range 39 east, as the same is designated on the last general plat of lands of the Indian River Farms Company subdivision, filed in the office of the clerk of the circuit court of St. Lucie county, Florida, in plat book 2, page 25; said land lying and being in Indian River County, Florida.

Subject to all rights of ways, restrictions, reservations and easements of record,
containing 16,030.00 S.F.

PARENT TRACTS LEGAL DESCRIPTION (O.R.D. 1897, PAGE 2059):
The west 12.79 acres of the east 25.79 acres of tracts 4 and 5, south of main canal, in section 8, township 33 south, range 39 east as same is designated on the last general plat of lands of the Indian River Farms Company filed in the office of the clerk of the circuit court of St. Lucie county, Florida, in plat book 2, page 25; said land lying and being in Indian River County, Florida; also the east 12.50 acres of the west 25 acres of tracts 4 and 5, south of main canal, in section 8, township 33 south, range 39 east, as the same is designated on the last general plat of lands of the Indian River Farms Company, filed in the office of the clerk of the circuit court of St. Lucie county, Florida, in plat book 2, page 25; said land lying and being in Indian River County, Florida.

SURVEYOR’S NOTES:
1. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this drawing, sketch, plat or map is for informational purposes only and is not valid.
2. Lands shown hereon were not abstracted or researched by this office for rights-of-way, easements of record, reservations, ownership, abandonment, deed restrictions, zoning regulations or setback lines. Land use plan designation, adjoining deeds or Murphy Act deeds. This sketch is not intended to delineate wetlands, local areas of concern or any other jurisdictional determination.
3. This description and sketch consists of (2) two sheets, (1) one is not valid without the other.
4. This exhibit does not intend to reflect or determine ownership.
5. This is not a boundary survey, a field survey was not performed. This is a sketch of legal description only.
6. Bearings (if shown) are based on the North American Datum of 1983 adjustment of 1990 (NAD 83/90) Florida State Plane Coordinates, East Zone (801) as referenced to the line indicated as “bearing basis” and are given for the purpose of determining angles only.
7. Right of way parcel legal description was prepared by the surveyor based on 6th Avenue roadway improvement drawings for Indian River county by Carter Associates, Inc. Project number 98-236, County project number 1010-8, Engineering number E-987-99, dated November 2000.
8. The parent tract legal description was obtained from the Indian River county property appraiser’s tax role web site. Search of the property appraiser’s tax role web site beginning February 2010. An ownership & encumbrance report was not furnished to this professional surveyor and mapper or firm.

CERTIFIED TO:
INDIAN RIVER COUNTY

FRANK S. CuCOUSE, P.S.M. SIGNATURE DATE
FLORIDA LICENSE No. 4785
CARTER ASSOCIATES, INC. L.B. 205
R/W PARCEL #24 & 25, SHEET 1 OF 2

CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21ST STREET 772-562-4191 (TEL) 772-562-7180 (FAX)
VERO BEACH, FLORIDA 32960-3472

REMARKS: 4-21-2010 PARCEL #24, DESC. FSC

NOT A FIELD SURVEY
RESOLUTION NO. 2012-____

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA, CANCELLING CERTAIN TAXES UPON PUBLICLY OWNED LANDS, PURSUANT TO SECTION 196.28, FLORIDA STATUTES.

WHEREAS, section 196.28, Florida Statutes, allows the Board of County Commissioners of each County to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the county or the state, upon lands heretofore or hereafter conveyed to or acquired by any agency, governmental subdivision, or municipality of the state, or the United States, for road purposes, defense purposes, recreation, reforestation, or other public use; and

WHEREAS, such cancellation must be by resolution of the Board of County Commissioners, duly adopted and entered upon its minutes properly describing such lands and setting forth the public use to which the same are or will be devoted; and

WHEREAS, upon receipt of a certified copy of such resolution, proper officials of the county and of the state are authorized, empowered, and directed
RESOLUTION NO. 2012-____

to make proper entries upon the records to accomplish such cancellation and to do all things necessary to carry out the provisions of section 196.28, F.S.;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that:

1. Any and all liens for taxes delinquent or current against the following described lands purchased from Skate Solutions, Inc., a Florida corporation, for a corner clip right-of-way at 27th Avenue and 5th Street SW, are hereby cancelled pursuant to the authority of section 196.28, F.S.

   See attached General Warranty Deed recorded in Book 2554, Pages 1548-1551, Public Records of Indian River County, Florida.

2. The Clerk to the Board of County Commissioners is hereby directed to send a certified copy of this resolution to the Tax Collector and the Property Appraiser with a copy to each of Fixed Assets, Budget, and the County Attorney's Office.

   The resolution was moved for adoption by Commissioner ___________ and the motion was seconded by Commissioner ___________, and, upon being put to a vote, the vote was as follows:
RESOLUTION NO. 2012-____

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

The Chairman thereupon declared the resolution duly passed and adopted this ___ day of October, 2012.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: ______________________________
      Gary C. Wheeler, Chairman

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

By: ______________________________
      Deputy Clerk

Tax Certificates Outstanding: [ ] Yes [X] No
Current Prorated Tax Received and Deposited With Tax Collector: $____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
William K. Debreal
Deputy County Attorney
This instrument was prepared incident to the issuance of a title insurance contract, and is to be returned to:

Jason A. Deal
Atlantic Coastal Land Title Company, LLC
3850 20th Street, Suite 4
Vero Beach, Florida 32960

ACLTC File Number: 41078798
Parcel ID Number: 33-39-22-00001-0080-00010.0

GENERAL WARRANTY DEED

This deed, made as of this 8th day of February, 2012, by Skate Solutions, Inc., a Florida corporation (as Grantor); and Indian River County, a political subdivision of the State of Florida, whose postoffice address is: 1801 27th ST, Vero Beach, FL 32960 (as Grantee);

(wherever used herein, the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, partnerships or other entities; wherever the context so admits or requires)

WITNESSETH:

That the grantor, for and in consideration of the sum of $10.00 in hand paid by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described parcel of land, to wit:

A portion of those lands described in Official Records Book 1423, at Page 2417, of the Public Records of Indian River County, Florida, lying in the Northeast 1/4 of Section 22, Township 33 South, Range 39 East, Indian River County, Florida, more particularly described as follows: Commence at the East 1/4 corner of Section 22, Township 33 South, Range 39 East, Indian River County, Florida, and run North 09° 15' 01" East along the East line of said Section 22, said line also being the East line of Tract B, a distance of 50.00 feet to a point on the Easterly extension of the North right-of-way line of 5th Street S.W., being a 50 foot right-of-way per Official Records Book 571, at Page 1676, as recorded in the Public Records of Indian River County, Florida; thence run North 89° 34' 58" West, along said Easterly extension, a distance of 40.00 feet for a point on the West right-of-way line of 27th Avenue, being a 40 foot right-of-way per Official Records Book 571, at Page 676, as recorded in said Public Records. Said Point being the Point of Beginning; thence run North 89° 34' 58" West, along said North right-of-way line, a distance of 40.00 feet to a point; thence run North 45° 20' 02" East, a distance of 56.49 feet to a point on the West right-of-way line of 27th Avenue; thence run South 09° 15' 01" West, along the West right-of-way line of said 27th Avenue, a distance of 40.00 feet to the Point of Beginning.

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

TO HAVE AND TO HOLD the same in fee simple forever.

AND grantor hereby covenants with grantee that grantor is lawfully seized of said land in fee simple, that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the year in which this deed is given, and restrictions, reservations, limitations, covenants, conditions and easements of record, if any, impose as a mere valid and enforceable (however, this clause shall not be construed to re impose said).
IN WITNESS WHEREOF, the said grantor has caused these presents to be signed and sealed in its name, as of the day and year first above written.

Skate Solutions, Inc., a Florida corporation

[AFFIX CORPORATE SEAL]

By:  

Kevin Carroll  
its President

Grantor's Mailing Address:

485 27th AVE SW  
Vero Beach, FL 32968

Signed, sealed and delivered in the presence of:

[Signature]

Kevin S. Bean

State of Florida  
County of Indian River

The foregoing instrument was acknowledged before me the date hereinafter given, by Kevin Carroll, as President of the corporation/partnership named herein as the grantor, on behalf of the corporation/partnership, and who was/were either personally known to me, or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 8th day of January, 2012.

Notary Public

Type of Identification provided (Check One):

| [ ] Driver's License |
| [ ] Passport |
| [ ] Government (State or Federal) ID Card |
| [ ] Resident Alien ID Card |
| [ ] Other |
LEGAL DESCRIPTION (RIGHT-OF-WAY)

A PORTION OF THOSE LANDS DESCRIBED IN O.R.B. 1423, PAGE 2417 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, LYING IN THE NORTHEAST 1/4 SECTION 22, TOWNSHIP 33 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 22, TOWNSHIP 33 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, AND RUN NO'15'01"E, ALONG THE EAST LINE OF SAID SECTION 22, SAID LINE ALSO BEING THE EAST LINE OF TRACT 8, A DISTANCE OF 500.00 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF 5TH STREET S.W. BEING A 50-FOOT RIGHT-OF-WAY PER O.R.B. 571, PAGE 1676, AS RECORDED IN THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE RUN N89'34'58"W, ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 27TH AVENUE BEING A 40-FOOT RIGHT-OF-WAY PER O.R.B. 571, PAGE 676 AS RECORDED IN SAID PUBLIC RECORDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN N89'34'58"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO A POINT; THENCE RUN N45'20'02"E A DISTANCE OF 56.49 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID 27TH AVENUE; THENCE RUN S00'15'01"W, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID 27TH AVENUE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 800.0 SQUARE FEET (0.02 ACRES), MORE OR LESS.

NOTES

1. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA REGISTERED SURVEYOR AND MAPPER NAMED HEREON.

2. THIS SKETCH AND DESCRIPTION MEETS OR EXCEEDS ALL APPLICABLE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS AS ESTABLISHED IN CHAPTER 5-J-17, FLORIDA ADMINISTRATIVE CODE.

3. THIS SKETCH AND DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF AN OWNERSHIP & ENCUMBRANCE REPORT. THERE MAY BE EASEMENTS, RESTRICIONS, RESERVATIONS NOT SHOWN HEREON ANO MAY BE FOUND IN THE PUBLIC RECORDS.

4. THIS SKETCH AND DESCRIPTION DOES NOT REPRESENT A FIELD SURVEY. EXISTING PROPERTY CONDITIONS OR FEATURES ARE NOT SHOWN.

5. BASIS OF BEARINGS: THE EAST LINE OF SECTION 22 BEARS NO'15'01"E PER THE RIGHT-OF-WAY MAP OF STATE ROAD 607 (27TH AVENUE) AS RECORDED IN PLAT BOOK 25, PAGE 19 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA. ALL OTHER BEARINGS ARE RELATIVE THERETO.

6. PARENT PARCEL CONFIGURATION IS PER THE RIGHT-OF-WAY MAP OF STATE ROAD 607 (27TH AVENUE) AS RECORDED IN PLAT BOOK 25, PAGE 19 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

THIS SKETCH AND DESCRIPTION IS NOT COMPLETE WITHOUT BOTH SHEETS 1 AND 2 AS CREATED.

THIS IS NOT A BOUNDARY SURVEY SKETCH TO ACCOMPANY LEGAL DESCRIPTION PREPARED FOR INDIAN RIVER COUNTY ENGINEERING DEPARTMENT
RESOLUTION NO. 2012-____

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA, CANCELLING CERTAIN TAXES UPON PUBLICLY OWNED LANDS, PURSUANT TO SECTION 196.28, FLORIDA STATUTES.

WHEREAS, section 196.28, Florida Statutes, allows the Board of County Commissioners of each County to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the county or the state, upon lands heretofore or hereafter conveyed to or acquired by any agency, governmental subdivision, or municipality of the state, or the United States, for road purposes, defense purposes, recreation, reforestation, or other public use; and

WHEREAS, such cancellation must be by resolution of the Board of County Commissioners, duly adopted and entered upon its minutes properly describing such lands and setting forth the public use to which the same are or will be devoted; and

WHEREAS, upon receipt of a certified copy of such resolution, proper officials of the county and of the state are authorized, empowered, and directed
RESOLUTION NO. 2012-____

to make proper entries upon the records to accomplish such cancellation and to do all things necessary to carry out the provisions of section 196.28, F.S.;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that:

1. Any and all liens for taxes delinquent or current against the following described lands purchased from the List of Lands Available (Holly Jackson – Tax Deed File No. 2012-0042TD), for 41st Street right-of-way (future road widening), are hereby cancelled pursuant to the authority of section 196.28, F.S.

See attached Tax Deed recorded in Book 2606, Pages 2429-2432, Public Records of Indian River County, Florida.

2. The Clerk to the Board of County Commissioners is hereby directed to send a certified copy of this resolution to the Tax Collector and the Property Appraiser with a copy to each of Fixed Assets, Budget, and the County Attorney’s Office.

The resolution was moved for adoption by Commissioner ___________, and the motion was seconded by Commissioner ___________, and, upon being put to a vote, the vote was as follows:
RESOLUTION NO. 2012-____

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

The Chairman thereupon declared the resolution duly passed and adopted this ____ day of October, 2012.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By_________________________________
Gary C. Wheeler, Chairman

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

By:_________________________________
Deputy Clerk

Tax Certificates Outstanding

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Current Prorated Tax Received and Deposited With Tax Collector

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY:__________
WILLIAM K. DEBRAAL
DEPUTY COUNTY ATTORNEY
TAX DEED

State of Florida
County Of Indian River

The following Tax Sale Certificate Numbered 2009-2449 issued on 5/29/09 was filed in the office of the Tax Collector of this County and application made for the issuance of the Tax Deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was sold on the 26th day of June, 2012, offered for sale as required by law for cash to the highest bidder and was sold to INDIAN RIVER COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA whose address is 1801 27TH STREET, VERO BEACH, FL, 32960 being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on 17th day of September, 2012, in the County of Indian River, State of Florida, in consideration of the sum of ($3,626.05) Zero dollars only, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

BEG AT PT 600 FT E OF SW COR OF SW1/4 OF NW1/4, RUN N 70 FT, E 50 FT, S 70 FT, W 50 FT TO BEG, D BK 31, PP 570, LESS S 25 FT FOR RD RW.

Assessed To: Holly Jackson

Witness:

CHRISTIE A. PRICE
LAURA MCVIER

JEFFREY R. SMITH
Clerk of the Circuit Court
Indian River, FL

State of FL
County Of Indian River

On the 17th DAY OF SEPTEMBER 2012, before me LINDA EROMIN personally appeared JEFFREY R. SMITH, Clerk of the Circuit Court; in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal date aforesaid.

LINDA EROMIN, Notary Public

LINDA EROMIN
Notary Public - State of Florida
Commission # EE 74710
CERTIFICATE OF MAILING

FILE NUMBER ................. 2012-0042TD
TAX CERTIFICATE NO.... 2009-2449
ISSUED ON .................... 05/29/2009
CERTIFICATE HOLDER ... INDIAN RIVER COUNTY
SALE DATE .................... June 26, 2012 11:00 AM

I HEREBY CERTIFY THAT I HAVE MAILED BY CERTIFIED AND/OR REGISTERED MAIL, A COPY
OF THE FOREGOING NOTICE TO EACH OF THE FOLLOWING AT THE ADDRESS STATED ON
THIS 21st DAY OF MAY 2012.

HOLLY JACKSON, C/O PHEOBE GIPSON, 3160 41ST ST, VERO BEACH, FL 32967-4536
MELLO JACKSON, NO ADDRESS LISTED ON TC CERT, ,
HOLLY JACKSON, NO ADDRESS LISTED ON TC CERT, ,
HOLLY JACKSON, 2550 41ST ST, VERO BEACH, FL 32967
WELLS FARGO CAPITAL FINANCE, MAGNOLIA TC2 LLC, P O BOX 864653, ORLANDO, FL 32886-4653
MSNTR INVESTMENTS LTD, 6159 VINEWAY CIR, SALT LAKE CITY, UT 84121

WITNESS MY HAND OFFICIALLY AND THE SEAL OF MY OFFICE AT THE COURTHOUSE IN VERO
BEACH, FLORIDA THIS 21st DAY OF MAY 2012.

JEFFERY K. BARTON
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
OF INDIAN RIVER, FLORIDA

BY Christie A. Price, Deputy Clerk
STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Before the undersigned authority personally appeared, Tereliz Cloud, who on oath says that she is Classified Inside Sales Supervisor of the Indian River Press Journal, a daily newspaper published at Vero Beach in Indian River County, Florida, that the attached copy of advertisement was published in the Indian River Press Journal in the following issues below. Affiant further says that the said Indian River Press Journal is a newspaper published in Vero Beach in said Indian River County, Florida, and that said newspaper has heretofore been continuously published in said Indian River County, Florida, daily and distributed in Indian River County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The Indian River Press Journal has been entered as Periodical Matter at the Post Offices in Vero Beach, Indian River County, Florida, and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

<table>
<thead>
<tr>
<th>Customer</th>
<th>Ad Number</th>
<th>Pub Date</th>
<th>Copyline</th>
<th>PO #</th>
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<td>CLERK OF THE CIRCUIT COURT</td>
<td>2399510</td>
<td>5/16/2012</td>
<td>TAX DEED</td>
<td>2012-0042/JACKSON</td>
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<tr>
<td>CLERK OF THE CIRCUIT COURT</td>
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<td>5/23/2012</td>
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<tr>
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<tr>
<td>CLERK OF THE CIRCUIT COURT</td>
<td></td>
<td>6/6/2012</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sworn to and subscribed before me this day of, June 06, 2012, by

______________________, who is
Tereliz Cloud

[ ] personally known to me or
[ ] who has produced __________________ as identification.

Mary T. Byrne
Notary Public

NEWSPAPER E-Sheet®
LEGAL NOTICE
ATTACHED
***************
DO NOT
SEPARATE PAGES

ORIGINAL
IN INDIAN RIVER COUNTY, FLORIDA  
MEMORANDUM

TO: Honorable Board of County Commissioners

THROUGH: Joseph A. Baird, County Administrator

THROUGH: John King, Director  
Department of Emergency Services

FROM: Brian S. Burkeen, Assistant Chief

DATE: September 24, 2012

SUBJECT: Approval of Renewal for a Class "A" Certificate of Public Convenience and Necessity for Indian River County Department of Emergency Services.

On September 21, 2010 the Indian River County Board of County Commissioners approved a renewal of the Class "A" Certificate of Public Convenience and Necessity for the Indian River County Department of Emergency Services to provide BLS/ALS Emergency Medical Services originating within Indian River County. This certificate was necessary in order to comply with Indian River Code of Laws and Ordinances as specified in Chapter 304. The certificate was approved and renewed for a period of two (2) years and will expire October 15, 2012, and the renewal process should be accomplished prior to that date.

The Indian River County Code provides for routine renewal of the Certificate of Public Convenience and Necessity on an application by the certificate holder. This can be accomplished without a public hearing if the Board has no reason to believe that the public health, safety, and welfare require it. Staff submits that there is no reason to hold a public hearing and absent that requirement, the Board is requested to renew the certificate.

An application for the renewal of the Class "A" certificate has been submitted by Indian River County Department of Emergency Services. Staff has reviewed the application and no reasons are known or perceived that would require a public hearing pursuant to the established ordinance.

FUNDING: There are no funding requirements for this item.

RECOMMENDATION:  
Staff respectfully recommends that the Board of County Commissioners approve renewal of the Class "A" Certificate of Public Convenience and Necessity for the Indian River County Department of Emergency Services, to be effective for a period of two (2) years from October 15, 2012, to October 15, 2014.
ATTACHMENTS:

1. Renewal Application from Indian River County Department of Emergency Services

APPROVED FOR AGENDA

FOR October 9, 2012

BY Joseph A. Baird
County Administrator

<table>
<thead>
<tr>
<th>Indian River Co.</th>
<th>Approved</th>
<th>Date</th>
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</thead>
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<tr>
<td>Legal</td>
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<td>9/24/12</td>
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<tr>
<td>Risk Mgr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Svs.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. CLASSIFICATION OF CERTIFICATE REQUESTED
(See attachment for certificate classifications)

Class A X Class B □
Class C □ Class D □

II. TYPE OF APPLICATION: LEVEL OF SERVICE:

NEW □ BLS □
RENEWAL X ALS X

III. DATE OF APPLICATION: September 1, 2012
APPLICATION FEE ATTACHED: YES □ NO X

APPLICATION FEE OF $100.00 APPLIES TO INITIAL APPLICATIONS ONLY. THE APPLICATION FEE IS WAIVED FOR CERTAIN APPLICANTS - REFER TO THE ATTACHMENT FOR INFORMATION. If payment is applicable, the check must be made payable to INDIAN RIVER COUNTY, FLORIDA.

1. NAME OF AMBULANCE SERVICE: Indian River County Department of Emergency Services
MAILING ADDRESS: 4225 43rd Avenue
CITY: Vero Beach
COUNTY: Indian River
ZIP CODE: 32967
BUSINESS PHONE: (772) 226-3900

2. TYPE OF OWNERSHIP: (i.e. Private, governmental, Volunteer, Partnership, etc.)

COUNTY

3. MANAGER'S NAME: John King, Director of Emergency Services

4. PROVIDE NAME OF OWNER(s) OR LIST ALL OFFICERS, PARTNERS, DIRECTORS, AND SHAREHOLDERS, IF A CORPORATION (attach a separate sheet if necessary).

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>POSITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peter D. O'Bryan</td>
<td>1840 25th Street Vero Beach, Fl.</td>
<td>Vice-Chairperson</td>
</tr>
<tr>
<td>Bob Solari</td>
<td>1840 25th Street Vero Beach, Fl.</td>
<td>Commissioner</td>
</tr>
<tr>
<td>Gary C. Wheeler</td>
<td>1840 25th Street Vero Beach, Fl.</td>
<td>Chairman</td>
</tr>
<tr>
<td>Wesley S. Davis</td>
<td>1840 25th Street Vero Beach, Fl.</td>
<td>Commissioner</td>
</tr>
<tr>
<td>Joseph E. Flescher</td>
<td>1840 25th Street Vero Beach, Fl.</td>
<td>Commissioner</td>
</tr>
</tbody>
</table>

5. PROVIDE NAMES AND ADDRESSES OF AT LEAST THREE (3) LOCAL REFERENCES: NOT APPLICABLE

6. PROVIDE SOURCE OF FUNDING: Tax Generated Revenue/User Fee

7. RATE SCHEDULE ATTACHED? YES X NO □ N/A □
8. LIST THE ADDRESS(es) OF YOUR BASE STATION AND ALL SUB-STATIONS:

- Administrative Office 4225 43rd Avenue, Vero Beach, Fl. 32967
- Emergency Services Station 1 1500 Old Dixie, Vero Beach, Fl. 32960
- Emergency Services Station 2 3301 Bridge Plaza Drive, Vero Beach, Fl. 32963
- Emergency Services Station 3 2900 43rd Avenue, Vero Beach, Fl. 32960
- Emergency Services Station 4 1500 9th Street S.W., Vero Beach, Fl. 32962
- Emergency Services Station 5 6585 US 1 Vero Beach, Fl. 32970
- Emergency Services Station 6 101 South A1A, Vero Beach, Fl. 32963
- Emergency Services Station 7 1215 82nd Avenue, Vero Beach, Fl. 32966
- Emergency Services Station 8 1115 Barber Street, Sebastian, Fl. 32958
- Emergency Services Station 9 1640 US 1, Sebastian, Fl. 32958
- Emergency Services Station 10 62 North Broadway, Fellsmere, Fl. 32948
- Emergency Services Station 11 2555 93rd Street, Vero Beach, Fl. 32963
- Emergency Services Station 12 3620 49th Street, Vero Beach, Fl. 32967


Reference Chapter 304 Advanced Life Support

10. DESCRIBE THE GEOGRAPHIC AREA(s) IN WHICH YOUR PROPOSED AMBULANCE SERVICE WILL RECEIVE PATIENTS:

    Indian River County with the exception of the Town of Indian River Shores (Mutual Aid)

11. COMMUNICATIONS INFORMATION:

    RADIO FREQUENCY (ies) Harris 800MHz Trunk Radio System
    RADIO CALL NUMBER(s) Med 1 thru Med 11
12. PLEASE LIST ALL HOSPITALS AND OTHER EMERGENCY AGENCIES WITH WHICH YOU HAVE DIRECT RADIO COMMUNICATIONS:

FROM AMBULANCE

All State Hospitals and Medical Stations
Central Dispatch
All Law Enforcement
Fire Apparatus
Municipal, County and Constituency Agencies

FROM BASE STATION

Sebastian River Medical Center
Indian River Memorial Hospital
Lawnwood Regional

13. ATTACH THE FOLLOWING COMPLETED DOCUMENTS WITH APPLICATION:

A. VEHICLE INFORMATION (form provided) Attached
B. PERSONNEL ROSTER (form provided) Attached
C. INSURANCE VERIFICATION (provide copy of policy, coverage limits must be shown on policy). Attached
D. COPY OF STANDARD OPERATING PROCEDURES On File in Commission Office
E. INCLUDE A COPY OF MEDICAL PROTOCOLS On File in Commission Office

14. I hereby certify that this service will provide continuous service on a 24-hour, 7-day week basis. I, the undersigned representative of the above service, do hereby attest that my service meets all of the requirements for operation of an ambulance service in the state as provided in Chapter 401, Part III, Florida Statutes, Chapter 64E-2, Florida Administrative Code, and that I agree to comply with all the provisions of Chapter 304, life support services.

I further acknowledge that discrepancies discovered during the effective period of the Certificate of Public Convenience and Necessity will subject this service and its authorized representatives to corrective action and penalty provided in the referenced authority.
TO THE BEST OF MY KNOWLEDGE, ALL STATEMENTS ON THIS APPLICATION ARE TRUE AND CORRECT.

John King, Director

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 24th day of September, 201a, by John King. He/she is personally known to be or has produced a driver's license as identification.

☐ Personally known to me, or

☐ Produced identification: ____________________________

Type of I.D.

NOTARY PUBLIC

LILIAN R. IVEY
State of Florida at Large

My Commission Expires:

LILIAN R. IVEY
Notary Public - State of Florida
Commission # EE 89386
Bonded Through National Notary Assn.
### VEHICLE ROSTER

<table>
<thead>
<tr>
<th>MAKE</th>
<th>MODEL</th>
<th>MANUFACTURE</th>
<th>VEHICLE IDENTIFICATION NUMBER (VIN)</th>
<th>ALS/BLS</th>
<th>SERVICE ASSIGNED NUMBER</th>
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**AMBULANCE FEE SCHEDULE**

**2010 YEAR**

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<th>OXYGEN</th>
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**TYPE CODE:**
- ALS = ADVANCED LIFE SUPPORT
- NP = NOT FOR PROFIT SERVICE
- BLS = BASIC LIFE SUPPORT
# INDIAN RIVER COUNTY DEPARTMENT OF EMERGENCY SERVICES

## PERSONNEL ROSTER

**NAME OF SERVICE:** Indian River County Department of Emergency Services

**TYPE OF SERVICE:** BLS  ALS X

**DATE:** September 1, 2012

**SUBMITTED BY:** Brian Burkeen, Assistant Chief

## PLEASE LIST ALL PERSONNEL (INCLUDING VOLUNTEERS)

<table>
<thead>
<tr>
<th>LAST NAME</th>
<th>FIRST &amp; MIDDLE</th>
<th>EMT</th>
<th>PARA</th>
<th>CERT#</th>
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<td>Steve</td>
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<td></td>
<td>emt61535</td>
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We are pleased to confirm coverage has been bound subject to the terms and conditions set forth below from 12:01 AM, 5/1/12 standard time at the location of risk under policy number CP 06419 88/WC 06419 88.

CARRIER: STAR INSURANCE COMPANY

TERM: 5/1/12-6/1/13 (one year)

INSURED: Indian River County BOCC

ADDRESS: 1800 27 ST., Vero Beach, FL 32960

TYPE OF COVERAGE: Excess Automobile Liability; Excess General Liability; Excess Workers' Compensation; Excess Employee Benefits Liability; Public Officials Liability.

POLICY FORMS: EPL 1000; JCL 00 01; 0915 IL; 4563; CA 0001; CA 0267; CG 0001; CG 0220; CG 2135; CG 2425; IL 0017; IL 0021; SNS 1005; SNS 1006; SNS 1007; SNS 1010; SNS 1014; SNS 1016; SNS 1022; SNS 1024; SNS 1049; WC 5178; WC SNS WCE 1002; SNS WCE 1007.

LIMITS OF LIABILITY OR AMOUNT OF INSURANCE: See Below:

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<th>COVERAGE</th>
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SELF INSURED RETENTION: See Above

PREMIUM: $287,000 + 1.3% FHCF

PAYMENT TERMS: according to account current

This insurance is subject to all of the terms and conditions of the Policy which will be issued.

Date: 4/12/12

Signed: Sandra M. Donaghy
Name: Vice President

Meadowbrook Insurance Group
8250 BRYAN DAIRY ROAD • SUITE 100 • LARGO, FL 33777
TELEPHONE: (800) 804 9273; (727) 398 4332 • FAX (727) 391 8997
INDIAN RIVER COUNTY CLASS “A”
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Indian River County Department of Emergency Services EMS Division has requested authorization to provide Emergency Pre-Hospital BLS/ALS EMS Transportation Services that originates within Indian River County; and

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Act, Chapter 401, Florida Statutes; Florida Administrative Code, Chapter 64E-2; and Indian River County Code of Ordinances Chapter 304.

THEREFORE, the Indian River County Board of County Commissioners hereby issue a Class “A” Certificate of Public Convenience and Necessity to the Department of Emergency Services to provide Emergency Pre-Hospital BLS/ALS EMS Transportation Services.

Certificate Type: CLASS A
Date of Expiration: October 15, 2014
(Unless certificate is sooner revoked or suspended.)

Limitations: Indian River County, Florida

Approved by the Indian River County Board of County Commissioners on October 9, 2012.

Effective Date: October 15, 2012

Gary Wheeler, Chairman
Board of County Commissioners
INDIAN RIVER COUNTY, FLORIDA
MEMORANDUM

TO: Joseph A. Baird, County Administrator

THROUGH: Christopher R. Mora, P.E., Public Works Director

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

SUBJECT: Renewal of Continuing Contract Agreement for Environmental and Biological Support Services with G.K. Environmental, Inc. RFQ No. 2011046 and Amendment No. 1

DATE: September 28, 2012

DESCRIPTION AND CONDITIONS

On August 16, 2011, the Board of County Commissioners entered into a Continuing Contract Agreement for Environmental and Biological Support Services with G.K. Environmental, Inc. County staff negotiated a standard rate schedule for a term of one (1) year, with a one (1) year renewable extension.

G.K. Environmental, Inc. has signed and returned the renewal agreement, a 2012/2013 rate schedule, and Amendment No.1 to the Continuing Contract Agreement for Environmental and Biological Support Services with G.K. Environmental, Inc. Amendment No. 1 is to modify the Agreement to allow Purchase Orders to be issued for projects with proposals less than $15,000.00 through the Indian River County MUNIS system and approved by Division and Department heads. Projects with proposals $15,000.00 and over shall be brought to the Indian River County Board of County Commissioners for approval as Work Orders. Please note that the rate schedule fees have remained the same.

FUNDING

Funding sources for continuing environmental and biological support services will vary, dependent upon the type of project and the associated County Division.

RECOMMENDATION

Staff recommends approval of the renewal agreement and Amendment No. 1 to the Continuing Contract Agreement for Environmental and Biological Support Services with G.K. Environmental, Inc. and requests that the Board authorize the Chairman to execute the renewal agreement and Amendment No. 1.
ATTACHMENTS

1. Renewal Agreement to the Continuing Contract Agreement for Environmental and Biological Support Services with G.K. Environmental, Inc.
2. Exhibit 1 – G.K. Environmental, Inc. Rate Schedule
3. Amendment No. 1 to the Continuing Contract Agreement for Environmental and Biological Support Services with G.K. Environmental, Inc.

DISTRIBUTION

1. G.K. Environmental, Inc.
2. Keith McCully, Stormwater Engineering
3. Jerry Davis, Purchasing
4. Eric Olson, Utilities

APPROVED AGENDA ITEM

FOR October 9, 2012

By [Signature]

<table>
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<th>Date</th>
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RENEWAL OF CONTINUING CONTRACT FOR ENVIRONMENTAL AND BIOLOGICAL SUPPORT SERVICES AGREEMENT

This shall serve as mutual consent to extend the Agreement between Indian River County and G.K. Environmental, Inc. for Environmental and Biological Support Services from August 17, 2012 to August 16, 2013.

All provisions of the original agreement, approved August 16, 2011 shall remain in full force and effect. The attached fee schedule (Exhibit “I”) shall remain in effect from August 17, 2012 to August 16, 2013.

G.K. ENVIRONMENTAL, INC.

George R. Kulczycki

TITLE: President

INDIAN RIVER COUNTY, FLORIDA

Gary C. Wheeler, Chairman

Approved by BCC: _________________________

Attest: _________________________

Jeffrey R. Smith, Clerk of Court And Comptroller

Joseph A. Baird, County Administrator

Alan S. Polackwich, Sr., County Attorney
September 26, 2012

Mr. Christopher J. Kafer, P.E.
Indian River County Engineer
1801 27th Street
Vero Beach, Florida 32960-3388

RE:  G. K. Environmental, Inc. / Master Agreement, Hourly Rates, 2012/2013
     Exhibit - 1

Dear Chris,

    Please find attached the requested 2012/2013 hourly rates for G. K. Environmental, Inc. They are attached as Exhibit – 1.

    If you have any questions, please do not hesitate to give me a call.

Sincerely,

George R. Kulczycki

George R. Kulczycki, President
Principal Ecologist
Exhibit I

G. K. Environmental, Inc. Hrourly Rates & GKE Subcontractor Hourly Rates
2012/2013

G. K. Environmental, Inc. Hourly Rates

President, Principal Ecologist

$110.00 / hour (or lump sum)

Administrative Assistance

$ 35.00 / hour (or lump sum)

GKE boat / fuel / associated sampling equipment

$ 65.00 / hour (or lump sum)

Phase I Audits / Environmental Site Assessments

GKE Standard Fee: $2,875.00 (<3.0 acre site)

(includes historic site reviews / inspections, and evaluations of: hazardous waste, preliminary endangered & threatened species, and approximate wetland locations)

G. K. Environmental, Inc. Subcontractor Services

Landscape & Maintenance Service

per bid / event

Archaeological Service

per bid / event

CAD Operator

$ 70.00 per hour

Field Assistant I

$ 40.00 per hour

Field Assistant II Biologist / Chemist

$ 75.00 per hour
AMENDMENT NO. 1 TO THE CONTINUING CONTRACT AGREEMENT FOR ENVIRONMENTAL AND BIOLOGICAL SUPPORT SERVICES BETWEEN G.K. ENVIRONMENTAL, INC. AND INDIAN RIVER COUNTY, FLORIDA

This is an amendment to the existing Continuing Contract Agreement for Environmental and Biological Support Services with G.K. Environmental, Inc. (AGREEMENT) dated August 16, 2011 between G.K. Environmental, Inc. (CONSULTANT) and Indian River County (COUNTY).

WHEREAS, the existing AGREEMENT between CONSULTANT and COUNTY provides for Work Orders to be issued for services, this AMENDMENT NO. 1 modifies that requirement so that a Purchase Order will be issued by the COUNTY and approved through the MUNIS system, for proposed services that total less than $15,000.00. For proposed services $15,000.00 and over, Work Orders shall be issued and approved by the Indian River County Board of County Commissioners.

This AMENDMENT NO. 1, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

IN WITNESS WHEREOF the parties hereto have executed these presents this

______ day of ________________, 2012.

OWNER
BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

Gary C. Wheeler, Chairman

Approved by BCC

ATTEST:
JEFFREY R. SMITH, CLERK OF COURT
AND COMPTROLLER

Deputy Clerk

Approved as to Form and Legal Sufficiency:

Alan S. Polackwich, Sr., County Attorney

G.K. ENVIRONMENTAL, INC.

George R. Kulczycki, President

Witnessed by:

(Printed name)

Joseph A. Baird, County Administrator
TO: Joseph A. Baird, County Administrator
THROUGH: Christopher R. Mora, P.E., Public Works Director
AND
Christopher J. Kafer, Jr., P.E., County Engineer
FROM: David W. Schryver, P.S.M., County Surveyor
SUBJECT: Annual Renewals for Professional Service Agreements for Annual Land Surveying and Mapping/GIS Services Contract
IRC Project No 1032
RFQ # 2011009
DATE: September 25, 2012

DESCRIPTION AND CONDITIONS

On October 5, 2010 the Board of County Commissioners approved the seven (7) firms selected for the continuing Land Surveying and Mapping/GIS services Contract with Indian River County. The original contract was for one year with an option for two (2) one-year renewals at the county's discretion. This renewal is for the second one (1) year renewal option.

County staff has negotiated standard fee schedules with each individual firm on the selection list. The fee schedule(s) reflect fair and competitive rates for comparable professional services and tasks. These fees will be the basis for individual projects, work orders and purchase orders.

The selected firms below have submitted fee schedules that have been accepted by reviewing staff. All fee schedules, with the exception of Indian River Survey, Inc. remain unchanged. Indian River Survey, Inc. expanded their fee schedule for the renewal period. The Indian River Survey, Inc. fee schedule has been reviewed and found to be in line with the other selected firms.

Carter Associates, Inc., Vero Beach
Creech Engineering, Inc., Melbourne
Culpepper & Terpening, Inc., Ft. Pierce
Indian River Survey, Inc., Vero Beach
Kimley-Horn & Assoc., Inc., Vero Beach
Masteller, Moler, Reed & Taylor, Inc., Vero Beach
Morgan Eklund, Inc., Wabasso
FUNDING

Funding is available from Secondary Roads – Annual Survey Services and various Other Professional Services accounts. The approved budget for Annual Survey Services is approximately $368,000.00, including rollover amounts. Funding for other professional services accounts is included within the relevant capital project budgets.

RECOMMENDATION

Staff recommends approval of attached fee schedules and agreements between the County and the seven (7) firms selected; the requested approval shall establish a contractual agreement with the selected firms.

DISTRIBUTION

1. David Silon, PSM, Assistant County Surveyor
2. Michael Nixon, P.E., Roadway Production Manager
3. Keith McCully, P.E., Stormwater Engineer
4. Mike Hotchkiss, P.E., Capital Projects Manager
5. Selected Firms

ATTACHMENTS

1. Carter Associates, Inc. Agreement and Fee Schedule
2. Creech Engineering, Inc. Agreement and Fee Schedule
3. Culpepper & Terpening, Inc. Agreement and Fee Schedule
4. Indian River Survey, Inc. Agreement and Fee Schedule
5. Kimley-Horn & Assoc., Inc. Agreement and Fee Schedule
6. Masteller, Moler, Reed & Taylor, Inc. Agreement and Fee Schedule
7. Morgan Eklund, Inc. Agreement and Fee Schedule

F:\Public Works\ENGINEERING DIVISION PROJECTS\1032-IRC 2011-2014 Annual Professional Survey Services Contract 2012-2013 Renewals\1032 BCC Agm Approval Agreements 09-14-12.doc
RENEWAL OF ANNUAL PROFESSIONAL SURVEYING & MAPPING/GIS SERVICES AGREEMENT

This shall serve as mutual consent to extend the Agreement between Indian River County and Carter Associates, Inc. for Professional Survey & Mapping/GIS Services from October 9, 2012 to September 30, 2013.

All provisions of the original agreement, approved October 19, 2010 shall remain in full force and effect. The attached fee schedule (Exhibit “A”) shall remain in effect from October 9, 2012 to September 30, 2013.
EXHIBIT A

INDIAN RIVER COUNTY
PROFESSIONAL SURVEYING AND MAPPING / GIS SERVICES
CONTRACT 1032 – OCTOBER 1, 2012 – SEPTEMBER 30, 2013

FEE SCHEDULE

OFFICE:
Surveyor I (Director / P.S.M.) $140.00
Surveyor II (Project Manager / P.S.M.) $125.00
CADD Technician I (Senior Survey Technician) $ 80.00
CADD Technician II (Cadd/Processing) $ 70.00
Geodetic Processing $140.00
GIS Technician / Analyst $140.00
Word Processing (Administrative Assistant (Research - Clerical) $ 40.00

FIELD:
3-Man Survey Crew $130.00
2-Man Survey Crew $120.00
3-Man/2 Unit GPS Crew $150.00
2-Man/2 Unit GPS Crew $135.00
3 Man GIS Data Collection $150.00
2 Man GIS Data Collection $135.00

SPECIALIZED EQUIPMENT:
12’ Airboat $1,000/Day
All Terrain Vehicle (ATV) $300/Day
Swamp Buggy $800/Day

ANTICIPATED REIMBURSABLE EXPENSES:
Postage, Express Mail, etc. Cost
Blueprints $0.25/S.F.
Mylar $1.75/S.F.
Photocopies:
8.5” x 11” $0.15/Ea.
8.5” x 14” $0.25/Ea.
11” x 17” $0.35/Ea.
Concrete Monuments $15.00/Ea.
Rebar $ 2.50/Ea.
Lathes $ 0.75/Ea.

David E. Luethje, Vice-President
Date

Sept 13, 2012
RENEWAL OF ANNUAL  
PROFESSIONAL SURVEYING & MAPPING/GIS SERVICES AGREEMENT

This shall serve as mutual consent to extend the Agreement between Indian River County and Creech Engineering, Inc. for Professional Survey & Mapping/GIS Services from October 9, 2012 to September 30, 2013.

All provisions of the original agreement, approved October 19, 2010 shall remain in full force and effect. The attached fee schedule (Exhibit “A”) shall remain in effect from October 9, 2012 to September 30, 2013.

CREECH ENGINEERING, INC.

INDIAN RIVER COUNTY, FLORIDA

Gary C. Wheeler, Chairman

Approved by BCC:

Attest: Jeffrey R. Smith, Clerk of Court And Comptroller

Joseph A. Baird, County Administrator

Alan S. Polackwich, Sr., County Attorney
Professional Land Surveying and Mapping / GIS Services
RFQ 2011009
FEE SCHEDULE
Renewal Date: October 1, 2012 to September 30, 2013

HOURLY RATES BY EMPLOYEE CLASSIFICATION:

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<td>Survey CAD Operator/Technician</td>
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<td>Clerical</td>
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Authorized Reimbursable Expenses

Blueprints (24" X 36") $ 5.00/Sheet

Consultants Signature and Position

Patrick B. Meeds, P.S.M. / V.P.
Director of Surveys

September 13, 2012
Date

RECEIVED
SEP 14 2012

INDIAN RIVER COUNTY
ENGINEERING DIVISION
RENEWAL OF ANNUAL
PROFESSIONAL SURVEYING & MAPPING/GIS SERVICES AGREEMENT

This shall serve as mutual consent to extend the Agreement between Indian River County
and Culpepper & Terpening, Inc. for Professional Survey & Mapping/GIS Services from
October 9, 2012 to September 30, 2013.

All provisions of the original agreement, approved October 19, 2010 shall remain in full
force and effect. The attached fee schedule (Exhibit “A”) shall remain in effect from October 9,
2012 to September 30, 2013.

CULPEPPER & TERPENING, INC.                                           INDIAN RIVER COUNTY, FLORIDA

Gary C. Wheeler, Chairman                                             County Seal

TITLE: President                                                      

Kathryn J. Breyanek

Witness

Approved by BCC:

Attest:
Jeffrey R. Smith, Clerk of Court And Comptroller

Joseph A. Baird, County Administrator

Alan S. Polackwich, Sr., County Attorney
Consultants Hourly & Reimbursable Rate Schedule

Appendix A

**Professional Services**

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<td>Sr. Surveying Technician</td>
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**Reimbursable Expense**

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Michael T. Kołodziejczyk, PLS  
Vice President

Effective October 1, 2012 to September 30, 2013
RENEWAL OF ANNUAL PROFESSIONAL SURVEYING & MAPPING/GIS SERVICES AGREEMENT

This shall serve as mutual consent to extend the Agreement between Indian River County and Indian River Survey, Inc. for Professional Survey & Mapping/GIS Services from October 9, 2012 to September 30, 2013.

All provisions of the original agreement, approved October 19, 2010 shall remain in full force and effect. The attached fee schedule (Exhibit “A”) shall remain in effect from October 9, 2012 to September 30, 2013.

Indian River Survey, Inc.

TITLE: President

Witness

Indian River County, Florida

Gary C. Wheeler, Chairman

Approved by BCC:

Attest:
Jeffrey R. Smith, Clerk of Court And Comptroller

Joseph A. Baird, County Administrator

Alan S. Polackwich, Sr., County Attorney
PROFESSIONAL LAND SURVEYING AND MAPPING / GIS SERVICES

FEE SCHEDULE
Renewed contract period of October 1, 2012 to September 30, 2013

<table>
<thead>
<tr>
<th>Professional Services:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Surveyor I</td>
<td>$140.00</td>
</tr>
<tr>
<td>Surveyor II</td>
<td>$125.00</td>
</tr>
<tr>
<td>CADD Technician I</td>
<td>$ 80.00</td>
</tr>
<tr>
<td>CADD Technician II</td>
<td>$ 70.00</td>
</tr>
<tr>
<td>GIS Technician</td>
<td>$140.00</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$ 40.00</td>
</tr>
<tr>
<td>2-Man Survey Crew</td>
<td>$120.00</td>
</tr>
<tr>
<td>2-Man / 2 Unit GPS Crew</td>
<td>$135.00</td>
</tr>
<tr>
<td>2-Man GIS Data Collection Crew</td>
<td>$135.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reimbursable Expenses:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Postage</td>
<td>at cost</td>
</tr>
<tr>
<td>Overnight Mail (Federal Express, UPS)</td>
<td>at cost</td>
</tr>
<tr>
<td>Copies:</td>
<td></td>
</tr>
<tr>
<td>24&quot; x 36&quot;</td>
<td>$ 2.50 each</td>
</tr>
<tr>
<td>24&quot; x 36&quot; Mylar</td>
<td>$25.00 each</td>
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<tr>
<td>11&quot; x 17&quot;</td>
<td>$ 0.50 each</td>
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<tr>
<td>8 ½&quot; x 11&quot;</td>
<td>$ 0.25 each</td>
</tr>
<tr>
<td>Concrete Monuments</td>
<td>$25.00 each</td>
</tr>
<tr>
<td>Rebar</td>
<td>$ 2.50 each</td>
</tr>
<tr>
<td>Laths</td>
<td>$ 1.50 each</td>
</tr>
<tr>
<td>Compact Discs (DVD/CD-R)</td>
<td>$ 1.00 each</td>
</tr>
</tbody>
</table>

Date: 4/28/12
RENEWAL OF ANNUAL PROFESSIONAL SURVEYING & MAPPING/GIS SERVICES AGREEMENT

This shall serve as mutual consent to extend the Agreement between Indian River County and Kimley-Horn and Associates, Inc. for Professional Survey & Mapping/GIS Services from October 9, 2012 to September 30, 2013.

All provisions of the original agreement, approved October 19, 2010 shall remain in full force and effect. The attached fee schedule (Exhibit “A”) shall remain in effect from October 9, 2012 to September 30, 2013.

KIMLEY-HORN AND ASSOCIATES, INC.

TITLE: Sr. Vice President

Witness

INDIAN RIVER COUNTY, FLORIDA

Gary C. Wheeler, Chairman

Approved by BCC:

Attest:

Jeffrey R. Smith, Clerk of Court And Comptroller

Joseph A. Baird, County Administrator

Alan S. Polackwich, Sr., County Attorney
EXHIBIT ‘A’

Annual Surveying and Mapping Services – IRC Contract No. 1032

October 1, 2012 through September 30, 2013

HOURLY RATES BY EMPLOYEE CLASSIFICATION:

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Surveyor and Mapper (PSM)</td>
<td>$135.00</td>
</tr>
<tr>
<td>Project Surveyor</td>
<td>$110.00</td>
</tr>
<tr>
<td>Survey technician/CADD technician</td>
<td>$80.00</td>
</tr>
<tr>
<td>Geodetic Processing Technician</td>
<td>$100.00</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>$115.00</td>
</tr>
<tr>
<td>GIS analyst / Technician</td>
<td>$80.00</td>
</tr>
<tr>
<td>Administrative, Research, Clerical</td>
<td>$40.00</td>
</tr>
<tr>
<td>Three-Man Field Crew</td>
<td>$135.00</td>
</tr>
<tr>
<td>Two-Man Field Crew</td>
<td>$115.00</td>
</tr>
<tr>
<td>GIS Data Collection- one person</td>
<td>$80.00</td>
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Authorized Reimbursable Expenses *

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Blueprints (24” X 36”)</td>
<td>$2.00</td>
</tr>
<tr>
<td>Concrete Monuments</td>
<td>$12.00</td>
</tr>
<tr>
<td>Global Positioning System (GPS)</td>
<td>$10 per unit per hour</td>
</tr>
<tr>
<td>*All other expenses relevant to project.</td>
<td></td>
</tr>
</tbody>
</table>

Consultant’s Signature and Position

Date: 9/10/12
RENEWAL OF ANNUAL
PROFESSIONAL SURVEYING & MAPPING/GIS SERVICES AGREEMENT

This shall serve as mutual consent to extend the Agreement between Indian River County and Masteller, Moler, Reed & Taylor, Inc. for Professional Survey & Mapping/GIS Services from October 9, 2012 to September 30, 2013.

All provisions of the original agreement, approved October 19, 2010 shall remain in full force and effect. The attached fee schedule (Exhibit “A”) shall remain in effect from October 9, 2012 to September 30, 2013.

MASTELLER, MOLER, REED & TAYLOR, INC.

TITLE: President

INDIAN RIVER COUNTY, FLORIDA

Gary C. Wheeler, Chairman

Approved by BCC:

Witness

Attest:

Jeffrey R. Smith, Clerk of Court And Comptroller

Joseph A. Baird, County Administrator

Alan S. Polackwich, Sr., County Attorney
Exhibit "A"
Fee Schedule
Professional Surveying and Mapping /GIS Services
Contract 1032,
Renewal Dates - October 1st, 2012 to September 30th, 2013

OFFICE:
Project Manager/P.S.M.: $120.00
Survey Technician (Cadd/Processing): $ 75.00
Administrative Assistant (Research - Clerical): $ 40.00

FIELD:
Field Supervisor: $ 90.00
2-man survey crew: $115.00
3-man survey crew: $130.00
GIS Data Collection (RTK survey accuracy): $110.00

SPECIALIZED EQUIPMENT:
Hydrographic Vessel: $ 20.00
Digital Level: $ 35.00
Additional GPS Unit: $ 15.00
All Terrain Vehicles: $ 10.00

ANTICIPATED REIMBURSABLE EXPENSES:
Printing Reproduction: $0.30/sq.ft.
Concrete Monuments $15.00

Consultant's Signature and Title: David M. Taylor, President Date: 9/3/12
RENEWAL OF ANNUAL PROFESSIONAL SURVEYING & MAPPING/GIS SERVICES AGREEMENT

This shall serve as mutual consent to extend the Agreement between Indian River County and Morgan & Eklund, Inc. for Professional Survey & Mapping/GIS Services from October 9, 2012 to September 30, 2013.

All provisions of the original agreement, approved October 19, 2010 shall remain in full force and effect. The attached fee schedule (Exhibit “A”) shall remain in effect from October 9, 2012 to September 30, 2013.

INDIAN RIVER COUNTY, FLORIDA

Gary C. Wheeler, Chairman

Approved by BCC:

Attest:
Jeffrey R. Smith, Clerk of Court And Comptroller

Joseph A. Baird, County Administrator

Alan S. Polackwich, Sr., County Attorney
Morgan & Eklund, Inc.
Exhibit “A”
Fee Schedule
October 1, 2012 to September 30, 2013

Office:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Surveyor/PSM, PLS</td>
<td>$120/hr.</td>
</tr>
<tr>
<td>Project Surveyor/Manager/PSM, PLS</td>
<td>$95/hr.</td>
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<tr>
<td>Field Operations Supervisor</td>
<td>$75/hr.</td>
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<tr>
<td>Senior Survey Computer Technician (CAD/Processing)</td>
<td>$75/hr.</td>
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<tr>
<td>Survey Technician (CAD / Processing)</td>
<td>$65/hr.</td>
</tr>
<tr>
<td>Geodetic Processing</td>
<td>$85/hr.</td>
</tr>
<tr>
<td>GIS Specialist / Manager</td>
<td>$100/hr. *</td>
</tr>
<tr>
<td>GIS Technician / Analyst</td>
<td>$75/hr. *</td>
</tr>
<tr>
<td>Administrative Assistant (Research – Clerical)</td>
<td>$40/hr.</td>
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Field:

<table>
<thead>
<tr>
<th>Crew Type</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Supervisor</td>
<td>$50/hr.</td>
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<tr>
<td>Three Man Survey Crew</td>
<td>$125/hr.</td>
</tr>
<tr>
<td>Two Man Survey Crew</td>
<td>$95/hr.</td>
</tr>
<tr>
<td>Three Man GPS Crew (RTK/GPS)</td>
<td>$165/hr.</td>
</tr>
<tr>
<td>Two Man GPS Crew (RTK/GPS)</td>
<td>$135/hr.</td>
</tr>
<tr>
<td>GIS Data Collection (DGPS with Data Collector)</td>
<td>$130/hr.</td>
</tr>
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Specialized Equipment:

<table>
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<tr>
<th>Equipment</th>
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<tbody>
<tr>
<td>26’ Parker Survey Boat</td>
<td>$450/day</td>
</tr>
<tr>
<td>Leica NA 3003 Digital Level</td>
<td>$55/day</td>
</tr>
<tr>
<td>Additional GPS Receivers</td>
<td>$200 per receiver per day</td>
</tr>
<tr>
<td>Trimble DGPS</td>
<td>$300/day</td>
</tr>
<tr>
<td>Digital Fathometer</td>
<td>$85/day</td>
</tr>
<tr>
<td>Motion Compensator</td>
<td>$200/day</td>
</tr>
<tr>
<td>Hypack Navigation Software &amp; Computer</td>
<td>$50/day</td>
</tr>
<tr>
<td>Submersible Tide Gauge</td>
<td>$50/day</td>
</tr>
<tr>
<td>Polaris 6 WD Beach Vehicle</td>
<td>$75/day</td>
</tr>
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</table>

* 3001, Inc. – LiDAR/GIS/Aerial Mapping Sub Consultant
INDIAN RIVER COUNTY, FLORIDA
MEMORANDUM

TO: Joseph A. Baird, County Administrator

THROUGH: Christopher R. Mora, P.E., Public Works Director

AND

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

FROM: David W. Schryver, P.S.M., County Surveyor

SUBJECT: Release of Retainage - Work Order No. 2 Carter Associates, Inc.
Old Dixie Highway Topographic Survey from 8th Street (Glendale Road) to East
Bound SR 60 - Indian River County Project No. 1102

DATE: September 25, 2012

DESCRIPTION AND CONDITIONS

On March 8, 2011, the Board of County Commissioners approved Work Order No. 2 in the amount of $24,540.00 with Carter Associates, Inc. to provide a topographic survey to support final design plans for the construction of the FDOT Safe Routes to School grant project Old Dixie Highway Sidewalk from 8th Street to SR60.

Carter Associates, Inc. has been paid $22,086.00 to date, with $2,454.00 held in retainage. The topographic survey has been completed and Carter Associates, Inc. has submitted Invoice No. 11205-3, dated September 25, 2012, in the amount of $2,454.00 for release of retainage.

FUNDING

Funding is budgeted and available from Secondary Roads, Gas Tax Retainage, Account No. 109-206004-05007, Annual Survey Services.

RECOMMENDATION

Staff recommends payment of Carter Associates, Inc. Invoice No. 11205-3, dated September 25, 2012, in the amount of $2,454.00 for release of retainage.

ATTACHMENT

Carter Associates, Inc. Invoice No. 11205-3

DISTRIBUTION

Carter Associates, Inc.

APPROVED AGENDA ITEM

FOR October 9, 2012

BY Joseph A. Baird
Indian River County
Surveying and Mapping Department
1801 27th Street
Vero Beach, FL 32960

CAI Project No.: 11-205 S
Contract No.: 1032, 2010-2011
IRC W.O. No.: 2
IRC Project No.: 1102
Ordered By: Tom Croonquist, PSM
Time Incurred: 006/03/11 - 09/25/12

DESCRIPTION OF SERVICES RENDERED:

Part of Section 1, 2 and 12, Township 33 South, Range 39 East, Indian River County, Florida; Old Dixie Highway Right-of-Way from 8th Street (Glendale Road) to State Road 60 Highway (20th Street) (1.5+/-miles)

I. Recover/verify horizontal control per IRC Right-of-Way Project No. 1101 and establish vertical control, set vertical control monuments along the 8,000 feet not to exceed 700 feet of project route survey. Tie project to Florida State Plane Coordinate System (NAD 83/99) and North American Vertical Datum of 1988 (if requested, conversion to National Geodetic Vertical Datum of 1929) ($2,860.00)

II. Field observe and record vertical ground elevations cross sections and all specific points and changes in contour within the right-of-way corridor and side streets. Field locate and record existing building structures footprint (roadway face only), all man-made above ground and natural features (over head electrical, valves, retention ponds, swales, signs, culverts, roads and etc.) within right-of-way corridor and 25' outside of right-of-way. ($10,600.00)

III. Data reduction/drafting of topographic route right-of-way survey maps in AutoCAD format: ($11,080.00)

$24,540.00 100% Completed to Date
- $22,086.00 Less Payments Received

September 25, 2012
Indian River County

$ 2,454.00 10% Retainage

$ 2,454.00 TOTAL DUE THIS INVOICE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>For professional services rendered</td>
<td>$2,454.00</td>
</tr>
<tr>
<td>Total costs</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total amount of this bill</td>
<td>$2,454.00</td>
</tr>
</tbody>
</table>
INDIAN RIVER COUNTY, FLORIDA
MEMORANDUM

TO: Joseph A. Baird, County Administrator

THROUGH: Christopher R. Mora, P.E., Public Works Director
AND
Christopher J. Kafer, Jr., P.E., County Engineer

FROM: David W. Schryver, P.S.M., County Surveyor

SUBJECT: Amendment No. 1 to Work Order No. 1 Final Pay and Release of Retainage
Oslo Road North to East Bound SR 60 – IRC Project No. 1101

DATE: September 25, 2012

DESCRIPTION AND CONDITIONS

On November 1, 2011, the Indian River County Board of County Commissioners approved Amendment No. 1 to Work Order No. 1 with Carter Associates, Inc. to perform additional related field and office Surveying and Mapping services in connection with the Route Surveying and Right-of-Way Mapping of Old Dixie Highway from Oslo Road North to the centerline of the East Bound lane of SR 60, for a lump sum fee of $8,121.50.

Carter Associates, Inc. has been paid $6,578.41 to date with $730.94 held in retainage. The project is complete and Carter Associates, Inc. has submitted Invoice No. 11204A-2 Final, dated July 19, 2012, in the amount of $1,543.09 for final payment and release of retainage for a total of $8,121.50.

FUNDING

Funding is budgeted and available from Secondary Roads, Gas Tax Retainage-Account # 109-206000 in the amount of $730.94 and from Secondary Roads, Other Contractual Services –Account # 10921441-033490 in the amount of $812.15.

RECOMMENDATION

Staff recommends payment of Carter Associates, Inc. Invoice No. 11204A-2, dated July 19, 2012 in the amount of $1,543.09 for final payment and release of retainage for Amendment No. 1 to Work Order No. 1.

DISTRIBUTION

Carter Associates, Inc.

ATTACHMENTS

Carter Associates, Inc. Invoice No. 11204A-2 Final

APPROVED AGENDA ITEM

FOR: October 9, 2012
BY: Joseph A. Baird
INVOICE
11204A-2

CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
1708 21ST STREET
VERO BEACH, FLORIDA 32960-3472
PHONE: 772-562-4191 FAX: 772-562-4291

Indian River County
Surveying and Mapping Department
1801 27th Street
Vero Beach, FL 32960

RECEIVED
JUL 24 2012

(INDIAN RIVER COUNTY ENGINEERING DIVISION)

CAI Project No.: 11-204A
Project Name: Surveying and Mapping Services for
Old Dixie Highway Right-of-Way
Mapping From Oslo Road North to
East Bound SR 60

Amendment No.: 1
IRC W.O. No.: 1 (Engineering/Surveying)
IRC Project #: 1101
Ordered By: Tom Croonquist, PSM
Time Incurred: 12/01/11 - 05/31/12

DESCRIPTION OF SERVICES RENDERED:

Old Dixie Highway Route Survey and Right-of-Way Mapping from
Oslo Road/9th Street SW to centerline of east bound lane of State
Road 60 Highway/20th Street (3.5+- miles)

Survey Services performed within parts of Section 1, 2, 12, 13 and
24, Township 33 South, Range 39 East, Section 19, Township 33
South, Range 40 East, Indian River County, Florida

II. Locate property corners, sectional corners, right-of-way
control, CL control, CL intersections, side-street
property corners, edge of pavement, buildings
structures and major miscellaneous structures within
25' of right-of-way; set control points (nails and disk)
along center line of right-of-way at a distance not to
exceed 1,000 feet

Additional time/expense required for Item II:

$ 850.00 -- Surveyor II 6.8 Hours @ 125.00/Hr.
$2,400.00 -- Survey Crew (3 Men/2 Units) 16 Hours @
$150.00/Hr.
$ 238.00 -- Geodetic Processing 1.7 Hours @
$140.00/Hr.

$3,488.00 -- Total for Item II

III. Data reduction/drafting of right-of-way locations maps

Continued on Page 2

PAYMENT DUE UPON RECEIPT

July 19, 2012
Indian River County

in AutoCAD format

Additional Time/Expense required for Item III

$1,175.00 -- Surveyor II 9.4 Hours @ $125.00/Hr.
$1,296.00 -- CAD Technician I 18.2 Hours @ $80.00/Hr.

$2,471.00 -- Total for Item III

IV. Locate property corners, sectional corners, right-of-way control, CL control, CL intersections, side-street property corners, to re-establish/verify existing right-of-way of Old Dixie Highway (Plat Book 13, page 45) to Oslo Road/8th Street right-of-way from the west line of Section 19 and 30, Township 33 South, Range 40 East to the Florida East Coast Railway right-of-way

Additional time/expense required for item IV

$1,212.50 -- Surveyor II 9.7 Hours @ $125.00/Hr.
$ 810.00 -- Survey Crew (3 Men/2 Units) 5.4 Hours @ $150.00/Hr.
$  140.00 -- Geodetic Processing 1.0 Hours @ $140.00/Hr.

$2,162.50 -- Total for Item IV

$8,121.50 -- 100% Completed to Date
- 7,309.35 -- Less Previously Invoiced

$ 812.15 -- Sub-Total
+ 730.94 -- Retainage Held

$1,543.09 -- Total Due This Invoice

For professional services rendered

Total costs

Total amount of this bill

Amount

$1,543.09

$0.00

$1,543.09
IN INDIAN RIVER COUNTY, FLORIDA
MEMORANDUM

TO: Joseph A. Baird, County Administrator

THROUGH: Christopher R. Mora, P.E., Public Works Director
Christopher J. Kafer, Jr., P.E., County Engineer
Michael D. Nixon, P.E., Roadway Production Manager

FROM: Arjuna D. Weragoda, P.E., Project Engineer

SUBJECT: Change Order No. 2 Final Payment and Release of Retainage

DATE: September 27, 2012

DESCRIPTION AND CONDITIONS

On November 8, 2011, the Indian River County Board of County Commissioners awarded Bid Number 2012011 to Timothy Rose Contracting, Inc. in the amount of $161,184.96. The project is for a segment of the North Indian River County Greenways Master Plan Trail System. The trail consists of the construction of a 12-foot wide multi-use non-motorized trail along the historic Trans-Florida Central Railroad Greenway Corridor. This project is funded by a Trans Florida Railroad Trail Recreational Trails Program Grant administered by Florida Department of Environmental Protection (FDEP). Indian River County has been awarded a Recreation Trails Program Grant. The County cost share is 20% of the total cost.

The completed project will connect the existing trail at the eastern boundary of the North County Regional Park and extend east to Sebastian Crossings Boulevard. The trail surface consists of asphalt millings and includes four boardwalks across streams and wetlands.

On July 3rd, 2012, the Board of County Commissioners approved Change Order No. 1 to extend the limits of the trail from Watervliet Street to tie-into the existing sidewalk along CR-512 adjacent to the bridge crossing at St. Sebastian River for an additional $50,000, bringing the contract total to $211,184.96.

The construction of both segments of trails is 100% complete. Change Order No. 2 is to make final adjustments to contract bid items to increase the total contract price by $1,545.37 for a final cost of $212,730.33. Timothy Rose Contracting, Inc. has been paid $200,459.81 to date, with $10,550.52 held in retainage. Timothy Rose Contracting, Inc. has completed the project and submitted Application for Payment No. 6 in the amount of $12,270.52 for final payment and release of retainage.
Trans-Florida Greenway Trail (North County Regional Park to Sebastian Crossings Blvd. Change Order No. 2 Final Payment and Release of Retainage
Arjuna Weragoda, P.E., Project Manager
For October 9th, 2012 BCC Meeting

FUNDING

Funding is budgeted and available from the FDEP grant for Secondary Roads, Gas Tax – 10921441-066510-10002 Trans Florida Greenway at Sebastian River Middle School in the amount of $1,720.00 and from Secondary Roads, Gas Tax Retainage Account No. 109-206000-10002 Trans Florida Greenway at Sebastian Middle School in the amount $10,550.52.

RECOMMENDATION

Staff recommends approval of Change Order No. 2 and Release of Retainage and payment of Timothy Rose Contracting, Inc. Application for Payment No. 6 in the amount of $12,270.52.

ATTACHMENTS

1. Timothy Rose Contracting, Inc. Application for Payment No.6
2. Change Order No. 2
3. Description of Itemized Changes

DISTRIBUTION

Timothy Rose Contracting, Inc.

APPROVED AGENDA ITEM

FOR October 9th, 2012

BY
SECTION 00622 - Contractor's Application for Payment

For Work Accomplished through the period of 08/31/2012 through 09/30/2012

To: Indian River County (OWNER)
From: Timothy Rose Contracting, Incorporated (CONTRACTOR)
Contract: 0923A
Project: Trans Florida Greenway Trails
OWNER's Bid No. 201201
ENGINEER I.R.C. Public Works.

(1) Attach detailed schedule and copies of all paid invoices.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Original Contract Price:</td>
</tr>
<tr>
<td>2.</td>
<td>Net change by Change Orders and Written Amendments (+ or -):</td>
</tr>
<tr>
<td>3.</td>
<td>Current Contract Price (1 plus 2):</td>
</tr>
<tr>
<td>4.</td>
<td>Total completed and stored to date:</td>
</tr>
<tr>
<td>5.</td>
<td>Retainage (per Agreement):</td>
</tr>
<tr>
<td>6.</td>
<td>Total completed and stored to date less retainage (4 minus 5):</td>
</tr>
<tr>
<td>7.</td>
<td>Less previous Application for Payments:</td>
</tr>
<tr>
<td>B.</td>
<td>DUE THIS APPLICATION (6 MINUS 7):</td>
</tr>
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<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tr>
<td></td>
<td>$161,184.96</td>
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<td>$212,730.33</td>
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<td>$200,459.81</td>
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<tr>
<td></td>
<td>$12,270.52</td>
</tr>
</tbody>
</table>

CONTRACTOR'S CERTIFICATION:
I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this work and payment received from the last request for payment has been used to make payments to all subcontractors, laborers, material men and suppliers, except as noted below.

Dated 09/12/2012

Timothy Rose Contracting, Incorporated
CONTRACTOR

By:

State of Florida
County of Indian River
Subscribed and sworn to before the this day of 2012.

Notary Public
My Commission expires: 07/10/2016

VICKIE LEE WRIGHT
Notary Public-State of Florida
My Commission Exp. March 11, 2016
Commission No. EE171452
CERTIFICATION OF ARCHITECT OR CONSULTING ENGINEER (WHERE APPLICABLE):
I certify that I have checked and verify the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of the work performed and/or material supplied by the Contractor.

Dated __________________________ (ARCHITECT/ENGINEER) SIGNATURE

CERTIFICATION OF ENGINEER/INSPECTOR:
I have checked the estimate against the Contractor's Schedule of Amounts for Contract Payments and the notes and reports of my inspections of the project. It is my opinion that this statement of work performed and/or materials supplied is accurate, that the Contractor is observing the requirements of the Contract, and that the Contractor should be paid the amount requested above.

Dated __________________________ (ENGINEER/INSPECTOR) SIGNATURE

Accompanying Documentation:____

* * END OF SECTION * *
A | ITEM # | WORK DESCRIPTION | SCHEDULED AMOUNT | COMPLETED WORK AMOUNT | STORED MATERIALS AMOUNT | TOTAL COMPLETED AND STORED AMOUNT | % COMP. | RETAINAGE
--- | --- | --- | --- | --- | --- | --- | --- | ---
1 | Mobilization | $1,500.00 PER LS | 1.00 | 1.00 | 0.00 | 1.00 | 100% | $0.00
2 | Erosion & Water Pollution Control | $6,000.00 PER LS | 1.00 | 1.00 | 0.00 | 1.00 | 100% | $0.00
3 | Record Drawings/As-Built Drawings | $3,500.00 PER LS | 1.00 | 0.86 | 0.14 | 0.00 | 1.00 | 100% | $0.00
4 | Survey Control (Install/Re-Establish) | $2,250.00 PER LS | 1.00 | 0.67 | 0.33 | 0.00 | 1.00 | 100% | $0.00
5 | N.P.D.E.S. Permitting | $600.00 PER LS | 1.00 | 1.00 | 0.00 | 1.00 | 100% | $0.00
6 | Clearing & Grinding (Selective) | $18,100.00 PER LS | 1.00 | 1.00 | 0.00 | 1.00 | 100% | $0.00
7 | Excavation Regular | $18.00 PER CY | 161.00 | 161.00 | 0.00 | 161.00 | 100% | $0.00

**SUB- TOTALS** | $34,848.00 | $33,608.00 | $1,240.00 | $0.00 | $34,848.00 | 100% | $0.00

CONTINUATION PAGE
A | B | C | D | E | F | G | H | I
--- | --- | --- | --- | --- | --- | --- | --- | ---
| ITEM # | WORK DESCRIPTION | SCHEDULED AMOUNT | COMPLETED WORK | STORED MATERIALS (NOT IN D OR E) | TOTAL COMPLETED AND STORED (D + E + F) | % COMP. (G / C) | BALANCE TO COMPLETION (C-G) | RETAINAGE (IF VARIABLE)
8 | Embankment (Compacted in Place) | $5,550.00 | $10,360.00 | $0.00 | $0.00 | $10,360.00 | 187% | ($4,810.00) | $0.00
| | | | | | | | | 
9 | Type B Stabilization (12") (LBR40) | $14,521.42 | $14,621.42 | $0.00 | $0.00 | $14,621.42 | 100% | $0.00 | $0.00
| | | | | | | | | 
10 | Asphalt Milling 6" Thick | $22,342.80 | $22,342.80 | $0.00 | $0.00 | $22,342.80 | 100% | $0.00 | $0.00
| | | | | | | | | 
11 | Pipe Culvert (24" CMP) | $792.00 | $792.00 | $0.00 | $0.00 | $792.00 | 100% | $0.00 | $0.00
| | | | | | | | | 
12 | Rip Rap Rubble (As Required) | $1,032.00 | $1,032.00 | $0.00 | $0.00 | $1,032.00 | 100% | $0.00 | $0.00
| | | | | | | | | 
13 | Performance Turf (Sod) | $3,024.00 | $3,024.00 | $0.00 | $0.00 | $3,024.00 | 100% | $0.00 | $0.00
| | | | | | | | | 
14 | Sign, Single Post | $1,820.00 | $840.00 | $0.00 | $0.00 | $840.00 | 33% | $1,280.00 | $0.00
| | | | | | | | | 
| SUB- TOTALS | $84,130.22 | $86,420.22 | $1,240.00 | $0.00 | $87,660.22 | 104% | ($3,530.00) | $0.00

Payment Application containing Contractor's signature is attached.
CONTINUATION PAGE

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>WORK DESCRIPTION</th>
<th>SCHEDULED AMOUNT</th>
<th>COMPLETED WORK</th>
<th>STORED MATERIALS (NOT IN D OR E)</th>
<th>TOTAL COMPLETED AND STORED (D + E + F)</th>
<th>% COMP. (G / C)</th>
<th>BALANCE TO COMPLETION (C-G)</th>
<th>RETAINAGE (if Variable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
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<td>$0.00</td>
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<td>$14.00</td>
<td>$134.00</td>
<td>$0.00</td>
<td>$134.00</td>
<td></td>
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<td>$0.00</td>
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<tr>
<td>16</td>
<td>Boardwalk (Beam, Stringers, Decking, &amp; Railing)</td>
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<td>$53,658.37</td>
<td>$0.00</td>
<td>$53,658.37</td>
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<td>($2,151.37)</td>
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<td></td>
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<td>$14,75 PER SF</td>
<td>$3,637.86</td>
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<td>6&quot;X6&quot; Wooden Piles</td>
<td>$7,872.00</td>
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<td>$64.00 PER Each</td>
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<td>$1,120.00</td>
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<td>$16.00 PER Each</td>
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<td>19</td>
<td>Miscellaneous Hardware</td>
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<td>$7,800.00</td>
<td>100%</td>
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<td>$7,800.00 PER LS</td>
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<td>Public Construction Band</td>
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<td></td>
<td></td>
<td>$2,217.14 PER LS</td>
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<td>21</td>
<td>Force Account</td>
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<td>$5,000.00 PER LS</td>
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<td>$0.10</td>
<td></td>
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<td>$0.90</td>
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</table>

|                  | SUB- TOTALS                                          | $161,184.98       | $161,010.33   | $1,720.00                        | $162,730.33                             | 101%            | ($1,545.37)                 | $0.00                   |
**PROJECT:** Trans FL Greenway Trails Boardwalks

**APPLICATION #:**

**DATE OF APPLICATION:** 09/19/2012

**PERIOD THRU:** 09/30/2012

**APPLICATION #:** 6

Payment Application containing Contractor’s signature is attached.

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>WORK DESCRIPTION</th>
<th>SCHEDULED AMOUNT</th>
<th>AMOUNT PREVIOUS PERIODS</th>
<th>AMOUNT THIS PERIOD</th>
<th>STORED MATERIALS (NOT IN D OR E)</th>
<th>TOTAL COMPLETED AND STORED (D + E + F)</th>
<th>% COMP. (G / C)</th>
<th>BALANCE TO COMPLETION (G-G)</th>
<th>RETAINAGE (If Variable)</th>
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</thead>
<tbody>
<tr>
<td>22</td>
<td>C/O # 1 - Asphalt Millings 2&quot; Thick Within North County Park: Existing Trail - Exhibit B</td>
<td>$10,000.00</td>
<td>1.00</td>
<td>0.00</td>
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<td>$0.00</td>
<td>$0.00</td>
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<td></td>
<td></td>
<td></td>
<td>$10,000.00 PER LS</td>
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</tr>
<tr>
<td>23</td>
<td>C/O # 1 - Clearing &amp; Grubbing (Selective); Exhibit A</td>
<td>$12,000.00</td>
<td>1.00</td>
<td>0.00</td>
<td>0.00</td>
<td>$12,000.00</td>
<td>100%</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>$12,000.00 PER LS</td>
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<td></td>
</tr>
<tr>
<td>24</td>
<td>C/O # 1 - Embankment (Compacted In Place); Exhibit A</td>
<td>$5,000.00</td>
<td>1.00</td>
<td>0.00</td>
<td>0.00</td>
<td>$5,000.00</td>
<td>100%</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td></td>
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<td></td>
<td>$5,000.00 PER LS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>C/O # 1 - Boardwalk (Beam, Stringers, Decking, Railing, Wooden Piles, &amp; Misc Hardware)</td>
<td>$12,000.00</td>
<td>1.00</td>
<td>0.00</td>
<td>0.00</td>
<td>$12,000.00</td>
<td>100%</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>$12,000.00 PER LS</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>C/O # 1 - Asphalt Millings 2&quot; Thick; Exhibit A</td>
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<td>0.00</td>
<td>$11,000.00</td>
<td>100%</td>
<td>$0.00</td>
<td>$0.00</td>
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<td></td>
<td>$11,000.00 PER LS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Remove Overage Value</td>
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<td>1.00</td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0%</td>
<td>$1,545.37</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$1,545.37 PER LS</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTALS** | $212,730.33 | $211,010.33 | $1,720.00 | $0.00 | $212,730.33 | 100% | $0.00 | $0.00 | $2.00
SECTION 00942 - Change Order Form

No. 2

DATE OF ISSUANCE: 10/09/2012
EFFECTIVE DATE: 10/09/2012

OWNER: Indian River County

CONTRACTOR: Timothy Rose Contracting, Inc.

Bid No: 2012011

Project: Trans-Florida Greenway Trail (North County Park to Sebastian Crossings Blvd.)

Project No. 0923A

ENGINEER: Indian River County

You are directed to make the following changes in the Contract Documents:

Description:
Elevate the 12-foot trail approximately 300-LF to avoid potential flooding. Install bollards at strategic terminus of the proposed trail.

Reason for Change Order:
Avoid potential flooding. Restrict vehicular traffic on the trail.

Attachments: (List documents supporting change)

Description of Itemized Changes

<table>
<thead>
<tr>
<th>CHANGE IN CONTRACT PRICE</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price</td>
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<tr>
<td>Net increase from previous Change Order No. 1</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Contract Price prior to this Change Order</td>
<td>$211,184.96</td>
</tr>
<tr>
<td>Net increase of this Change Order</td>
<td>$1,545.37</td>
</tr>
<tr>
<td>Contract Price with all approved Change Orders</td>
<td>$212,730.33</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CHANGE IN CONTRACT TIMES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
</tr>
<tr>
<td>--------------</td>
</tr>
<tr>
<td>Original Contract Time: Substantial Completion</td>
</tr>
<tr>
<td>Final Completion</td>
</tr>
<tr>
<td>Net change from previous Change Order No. 1 Substantial Completion</td>
</tr>
<tr>
<td>Final Completion</td>
</tr>
<tr>
<td>Contract Time prior to this Change Order Substantial Completion</td>
</tr>
<tr>
<td>Final Completion</td>
</tr>
<tr>
<td>Net increase (decrease) this Change Order Substantial Completion</td>
</tr>
<tr>
<td>Final Completion</td>
</tr>
<tr>
<td>Contract Time with all approved Change Orders</td>
</tr>
</tbody>
</table>

ACCEPTED: 
By: 
CONTRACTOR (Signature) 
Date: 9-27-012

RECOMMENDED: 
By: 
ENGINEER (Signature) 
Date: 

APPROVED: 
By: 
OWNER (Signature) 
Date: 

Change Order No. 2 09-12-12
### DESCRIPTION OF ITEMIZED CHANGES

#### CHANGE ORDER NO. 2

**PROJECT NAME:** TRAN-FLORIDA R/R GREENWAY TRAIL

**PROJECT NO./BID NO.** 0923A/2012011

<table>
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<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
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<td>EMBANKMENT (COMPACTED IN PLACE)</td>
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<td>48H</td>
<td>10.00</td>
<td>4,810.00</td>
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<tr>
<td>2</td>
<td>PIPE CULVERT (12&quot; ADS)</td>
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<td>40</td>
<td>12.00</td>
<td>480.00</td>
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<tr>
<td>3</td>
<td>BOARDWALK (BEAM, STRINGERS, DECKING, RAILING, WOODEN PILES &amp; MISC HARDWARE): EXHIBIT A</td>
<td>LS</td>
<td>1</td>
<td>2,151.37</td>
<td>2,151.37</td>
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<tr>
<td>4</td>
<td>INSTALL BOLLARDS</td>
<td>EA</td>
<td>8</td>
<td>84.00</td>
<td>672.00</td>
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<tr>
<td>5</td>
<td>SIGN, SINGLE POST</td>
<td>EA</td>
<td>8</td>
<td>160.00</td>
<td>1,280.00</td>
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<td>6</td>
<td>FORCE ACCOUNT</td>
<td>LS</td>
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<td>5,000.00</td>
<td>5,000.00</td>
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<th>SUBTOTAL</th>
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<td>7,625.37</td>
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</table>

**TOTAL CHANGE ORDER NO. 2** 1,545.37

*Notes: Overruns on the Original Contract Unit Prices*
CONSENT

INDIAN RIVER COUNTY, FLORIDA
MEMORANDUM

TO: Joseph A. Baird, County Administrator

THROUGH: Christopher R. Mora, P.E., Public Works Director
Christopher J. Kafer, Jr., P.E., County Engineer

FROM: Michael D. Nixon, P.E., Roadway Production Manager

SUBJECT: Change Order No. 2 and Release of Retainage
Old Dixie Highway Sidewalk from 45th Street to 65th Street
IRC Project No. 0845 Bid No. 2011045

DATE: September 26, 2012

DESCRIPTION AND CONDITIONS

On November 1, 2011, County Commissioners awarded Bid Number 2011045 in the amount of $1,170,417.96 to Goodson Paving, Inc. of Cocoa, Florida to construct a sidewalk along Old Dixie Highway. The project consisted of 3 ½ miles of 5 foot wide concrete sidewalk along the east side of Old Dixie Highway from 38th Lane, at US No.1 to 65th Street. The project included a pedestrian bridge over the Indian River Farms Water Control District North Relief Canal. This project is funded by a Florida Department of Transportation (FDOT) Local Agency Program (LAP)/Safe Routes to School (SRTS) Grant which is federally funded.

A discrepancy in the right-of-way was discovered after the bid. The right-of-way width between 38th Lane and 45th Street (southern 25% of the project) was determined to be too narrow to construct a sidewalk. The project scope was modified by Change Order No. 1 to consist of approximately 2½ miles of sidewalk between 45th Street and 65th Street which included the pedestrian bridge. The contract amount was reduced to $1,074,121.26.

Change Order No. 2 is to make final adjustments to contract bid items that decreases the total contract price by $126,802.17 for a final cost of $947,319.09.

Goodson Paving, Inc. has completed the project and submitted Pay Application No. 9 Final, dated August 25, 2012 for release of retainage in the amount of $47,365.95.

FUNDING

Funding is budgeted and available from Secondary Roads, Gas Tax Retainage, Account No. 109-206002-10007, Old Dixie Highway Sidewalk, 38th Lane to 65th Street in the amount of $47,365.95.
Old Dixie Highway Sidewalk from 45th Street to 65th Street
BCC-Agenda-Change Order No. 2 and Release of Retainage
September 26, 2012

RECOMMENDATION

Staff recommends approval of Change Order No. 2 and payment of Goodson Paving, Inc. Pay Application No. 9 Final for release of retainage in the amount of $47,365.95.

ATTACHMENTS

1. Goodson Paving, Inc. Pay Application No 9 FINAL
2. Change Order No. 2
3. Schedule of Items to be Added and Deleted

DISTRIBUTION

Goodson Paving, Inc.

APPROVED AGENDA ITEM

FOR October 9, 2012

BY

\[Signature\]
SECTION 00622 - Contractor's Application for Payment  
(Old Dixie Highway Sidewalk Improvements from 38th Lane to 85th Street)

Application for Payment No. Final 9
For Work Accomplished through the period of 07/26/12 through 08/25/12.

To: INDIAN RIVER COUNTY (OWNER)  
From: GOODSON PAVING, INC. (CONTRACTOR)  
Bid: 2011045  
Project: 0845

1) Attach detailed schedule and copies of all paid invoices.

<table>
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<tr>
<th></th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>1. Original Contract Price</td>
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<tr>
<td>2. Net change by Change Orders and Written Amendments (+ or -):</td>
<td>$0</td>
</tr>
<tr>
<td>3. Current Contract Price (1 plus 2):</td>
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</tr>
<tr>
<td>4. Total completed and stored to date:</td>
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<tr>
<td>5. Retainage (per Agreement):</td>
<td>$947,319.09</td>
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<tr>
<td></td>
<td>5% of completed Work: $947,319.09</td>
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<td></td>
<td>______% of retainage: $947,319.09</td>
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<tr>
<td></td>
<td>Total Retainage: $0</td>
</tr>
<tr>
<td>6. Total completed and stored to date less retainage (4 minus 5):</td>
<td>$947,319.09</td>
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<tr>
<td>7. Less previous Application for Payments:</td>
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<tr>
<td>8. DUE THIS APPLICATION (6 MINUS 7):</td>
<td>$47,365.95</td>
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</table>

CONTRACTOR'S CERTIFICATION:

UNDER PENALTY OF PERJURY, the undersigned CONTRACTOR certifies that (1) the labor and materials listed on this request for payment have been used in the construction of this Work; (2) payment received from the last pay request has been used to make payments to all subcontractors, laborers, materialmen and suppliers except as listed on Attachment A, below; (3) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); (4) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (5) if this Periodic Estimate is for a Final Payment to project or improvement, I further certify that all persons doing work upon or furnishing materials or supplies for this project or improvement under this foregoing contract have been paid in full, and that all taxes imposed by Chapter 212 Florida Statutes, (Sales and Use Tax Act, as Amended) have been paid and discharged, and that I have no claims against the OWNER.

Attached to or submitted with this form are:

1. Signed release of lien forms (partial or final as applicable) from all subcontractors, laborers, materialmen and suppliers except as listed on Attachment A, together with an explanation as to why any release of lien form is not included;

Page 2 of 5

2. Updated Construction Schedule per Specification Section 01310, and
Dated August 22, 2012

By:

(CONTRACTOR - must be signed by an Officer of the Corporation)

Travis Goodson, Vice President

Print Name and Title

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Before me, a Notary Public, duly commissioned, qualified, and acting, personally appeared Travis Goodson, who being by me first duly sworn upon oath, says that he/she is the Vice President of the CONTRACTOR mentioned above and that he/she has been duly authorized to act on behalf of it, and that he/she executed the above Contractor's Application for Payment and Contractor's Certification statement on behalf of said CONTRACTOR; and that all of the statements contained herein are true, correct, and complete. Subscribed and sworn to before me this 22nd day of August, 2012.

Travis Goodson is personally known to me or has produced _______________________________ as identification.

NOTARY PUBLIC: _______________________________

(SEAL)

Printed name: Kristine Ignazio

Commission No.: _______________________________

Commission Expiration: _______________________________

[The remainder of this page was left blank intentionally]
SURETY’S CONSENT OF PAYMENT TO CONTRACTOR:

The Surety, The Hanover Insurance Company, a corporation, in accordance with Public Construction Bond Number 1002151, hereby consents to payment by the OWNER to the CONTRACTOR, for the amounts specified in this CONTRACTOR’s APPLICATION FOR PAYMENT.

TO BE EXECUTED BY CORPORATE SURETY:

Attest:

__________________________
Secretary

________________________________________
Corporate Surety

________________________________________
Business Address

BY: __________________________________________
Print Name: ____________________________________
Title: __________________________________________

(Affix Corporate SEAL)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Before me, a Notary Public, duly commissioned, qualified, and acting, personally appeared ____________________________ to me well known or who produced ____________________________ as identification, who being by me first duly sworn upon oath, says that he/she is the ____________________________ for and that he/she has been authorized by ____________________________ it to approve payment by the OWNER to the CONTRACTOR of the foregoing Contractor’s Application for Payment. Subscribed and sworn to before me this ____ day of __________, 20____.

Notary Public, State of ____________________________
My Commission Expires: ____________________________

[The remainder of this page was left blank intentionally]
CERTIFICATION OF ENGINEER:

I certify that I have reviewed the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it appears to be a reasonably accurate statement of the work performed and/or material supplied by the Contractor. I am not certifying as to whether or not the Contractor has paid all subcontractors, laborers, materialmen and suppliers because I am not in a position to accurately determine that issue.

Dated __________________________

SIGNATURE

CERTIFICATION OF INSPECTOR:

I have checked the estimate against the Contractor's Schedule of Amounts for Contract Payments and the notes and reports of my inspections of the project. To the best of my knowledge, this statement of work performed and/or materials supplied appears to be reasonably accurate, that the Contractor appears to be observing the requirements of the Contract with respect to construction, and that the Contractor should be paid the amount requested above, unless otherwise noted by me. I am not certifying as to whether or not the Contractor has paid all subcontractors, laborers, materialmen and suppliers because I am not in a position to accurately determine that issue.

Dated __________________________

SIGNATURE

*[The Remainder of This Page Was Left Blank Intentionally]*
ATTACHMENT A

1. List of all subcontractors, laborers, materialmen and suppliers who have not been paid from the payment received from the last Pay Request and the reason why they were not paid (attach additional pages as necessary):
   N/A

2. List of all subcontractors, laborers, materialmen and suppliers for which a signed release of lien form (partial or final as applicable) is not included with this Pay Request, together with an explanation as to why the release of lien form is not included (attach additional pages as necessary):
   N/A
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<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>BOPS</th>
<th>BOPM</th>
<th>Total</th>
<th>GPSC</th>
<th>Balance to Post</th>
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<td>General Expenses</td>
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<td></td>
<td>20,000</td>
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<td>General Invoices</td>
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<td></td>
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<td>10,000</td>
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<td>General Supplies</td>
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<td></td>
</tr>
<tr>
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<tr>
<td>Equipment</td>
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<td></td>
<td></td>
<td>10,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furniture</td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Total Fixed Assets</td>
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</tr>
<tr>
<td>3. Current Assets</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Current Invoices</td>
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<td></td>
<td></td>
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<td></td>
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<tr>
<td>Current Supplies</td>
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<td>Total Current Assets</td>
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<tr>
<td>Total General Account</td>
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<tr>
<td>Total Fixed Assets</td>
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<tr>
<td>Total Current Assets</td>
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<td>Total</td>
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</table>

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SECTION 00942 - Change Order Form

DATE OF ISSUANCE: 10-9-12  EFFECTIVE DATE: 10-9-12

OWNER: Indian River County
CONTRACTOR: Goodson Paving, Inc.

Project: Old Dixie Highway Sidewalk Improvements from 38th Lane to 65th Street.
Bid No. 2011045
Project No. 0645
ENGINEER: Indian River County

You are directed to make the following changes in the Contract Documents:

Reason for Change Order: The project is complete. This change order is intended to make final adjustments to bid line items in order to make final payment and release of retainage to the Contractor.

Attachments:
1) Schedule of items to be Added and Deleted

<table>
<thead>
<tr>
<th>CHANGE IN CONTRACT PRICE:</th>
<th>CHANGE IN CONTRACT TIMES</th>
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<tr>
<td>Description</td>
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<td>$1,170,417.96</td>
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<td></td>
<td></td>
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<tr>
<td>Net (Decrease) from previous Change Order No. 1</td>
<td>($96,296.70)</td>
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<td></td>
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<tr>
<td>Contract Price prior to this Change Order:</td>
<td>$1,074,121.26</td>
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<td></td>
</tr>
<tr>
<td>Net (decrease) of this Change Order:</td>
<td>($128,802.17)</td>
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<td></td>
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<tr>
<td>Contract Price with all approved Change Orders:</td>
<td>$947,319.09</td>
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<td></td>
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</tr>
</tbody>
</table>

RECOMMENDED:
By: ENGINEER (Signature)
Date: 

APPROVED:
By: OWNER (Signature)
Date: 

ACCEPTED:
By: CONTRACTOR (Signature)
Date: 9/27/12
<table>
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<tr>
<th>ITEM NUMBER</th>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>PRICE INCREASE</th>
<th>PRICE DECREASE</th>
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<td>10-7-1A</td>
<td>MAILBOX (REMOVE AND RESET)</td>
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<td>275.00</td>
<td>550.00</td>
<td>350.00</td>
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<td>120-6</td>
<td>EMBANKMENT</td>
<td>30.00</td>
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<td>7.65</td>
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<td>3B6-1</td>
<td>TURNOUT CONSTRUCTION</td>
<td>772.49</td>
<td>SY</td>
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<td>20,670.98</td>
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<td>384-1-13</td>
<td>SUPERPAVE ASPHALT CONCRETE (TRAFFIC)</td>
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<td>TN</td>
<td>107.50</td>
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<td>400-1-11</td>
<td>CLASS IV CONCRETE (GRAVITY WALLS)</td>
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<td>425.00</td>
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<td>400-1-2</td>
<td>CLASS IV CONCRETE (ENDWALLS)</td>
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<td>CY</td>
<td>1,575.00</td>
<td>645.75</td>
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<td>425-2-41</td>
<td>MANHOLES (P-7) &lt;10')</td>
<td>1.00</td>
<td>EA</td>
<td>1,590.49</td>
<td>1,580.49</td>
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<td>215</td>
<td>PIPE CULVERT (OPTIONAL MATERIAL) (OTHER-ELLIPTICAL) (12&quot;x18&quot;)</td>
<td>25.34</td>
<td>LF</td>
<td>24.23</td>
<td>613.99</td>
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<td>21B</td>
<td>PIPE CULVERT (OPTIONAL MATERIAL) (OTHER-ELLIPTICAL) (14&quot;x23&quot;)</td>
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<td>31.06</td>
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<td>515-2-302</td>
<td>PEDESTRIAN/BICYCLE RAILING (ALUMINUM) (64&quot; PICKET RAIL)</td>
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<td>LF</td>
<td>41.50</td>
<td>23,779.50</td>
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<td>522-2</td>
<td>CONCRETE SIDEWALK 6&quot; THICK</td>
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<td>18.30</td>
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<td>1,177.80</td>
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<td>PRECAST BOX CULVERT EXTENSION 32&quot;x48&quot; (T)</td>
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<td>569.45</td>
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<tr>
<td>410-70-285</td>
<td>PRECAST BOX CULVERT EXTENSION 33&quot;x60&quot; (2 AT 12'-0&quot; LONG)</td>
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<td>644.08</td>
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<td>425-5-1</td>
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<td>2,648.70</td>
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<td>1.00</td>
<td>CONNECT 4&quot; PVC TO PROPOSED 34&quot; X 23'</td>
<td>1.00</td>
<td>LS</td>
<td>500.00</td>
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<td>2.00</td>
<td>CONNECT/BOARD AT S-18 (176+10)</td>
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<td>LS</td>
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<td>REFORMING OF 100' GRAVITY WALL STA 133+00</td>
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<td>32,828.23</td>
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<tr>
<td>TOTAL</td>
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</tbody>
</table>

force account LS

F:\Publio\ENGINEERING DIVISION PROJECTIONS\0845-Old Dixie Highway Sidewalk USI_69\117\102\Change Orders\0845 Change Data No. 2 SCHEDULE OF ITEMS TO BE ADDED AND DELETED
TO: Joseph A. Baird, County Administrator

FROM: Phillip J. Matson, AICP
MPO Staff Director

DATE: September 26, 2012

SUBJECT: Consideration of Updated MPO Staff Services Agreement

It is requested that the information presented herein be given formal consideration by the Indian River County Board of County Commissioners at its meeting of October 9, 2012.

SUMMARY

According to federal law, urbanized areas of 50,000 persons or more must have a designated Metropolitan Planning Organization (MPO) in order to qualify for federal highway or transit funding. Those MPOs, which are composed of county commissioners and elected officials from member governments, may hire staff directly or may contract with a host agency to provide staffing services. In 1995, the Indian River County MPO chose to enter into a staff services agreement with the Indian River County Board of County Commissioners. To clarify the relationship between MPO governing boards and host agencies, the Florida Legislature enacted House Bill (HB) 985 in 2007. That bill contained language indicating that “MPOs shall be considered separate from the governing body of a local government that is represented on the governing board of the MPO.” HB 985 also stated that “each MPO shall have an Executive or Staff Director who reports directly to the MPO governing board for all matters regarding the administration and operation of the MPO.” To ensure that the MPO is in compliance with HB 985, FDOT recently directed the MPO to update its staff services agreement to reflect the requirements of HB 985. In response, MPO staff prepared an updated Staff Services Agreement (Attachment 1), and that agreement was subsequently approved by the MPO at its September 12, 2012 meeting. In order to become effective, that agreement must now be approved by the BCC. Staff
recommends that the BCC consider the updated MPO Staff Services Agreement, identify any needed changes, and approve the Agreement.

**DESCRIPTION AND CONDITIONS**

In response to a directive from FDOT, the Indian River County MPO developed and approved an updated Staff Services Agreement with Indian River County. That updated agreement is needed because the present agreement, which was adopted in 1995, does not incorporate the provisions of legislation adopted since 1995. To finalize the agreement, the Board of County Commissioners must now approve the agreement and authorize the chairman to sign it.

**Background**

As stated in federal law (23 CFR 450), every urbanized area of 50,000 persons or more **must have a designated Metropolitan Planning Organization (MPO)** in order to qualify for federal highway or transit assistance. Federal and state laws further mandate that MPO Boards are to be composed of elected officials of the general purpose local governments within the urbanized area, with membership on the MPO Board to be apportioned to correspond to each jurisdiction’s share of the total urbanized area population. Although the statutes clearly state that MPOs are **separate legal entities** from Boards of County Commissioners, the statutes also indicate that County Commissioners must constitute no less than 1/3 of the MPO representatives.

As defined by the Census Bureau, Urbanized Areas are densely-populated contiguous tracts of land. Federal law emphasizes transportation planning at the Urbanized Area level because travel patterns typically occur at that level, often across county and municipal boundaries. In places where the Urbanized Area contains more than one county and where a substantial amount of daily travel crosses county lines, local governments often establish multi-county MPOs. The New York City, Atlanta, and Orlando Urbanized Areas are all represented by multi-county MPOs. Because the Vero Beach-Sebastian Area exceeded the 50,000 population threshold in the 1990 Census and because there were rural areas between the Vero Beach/Sebastian and the Port St. Lucie and Melbourne Urbanized Areas, the Indian River County MPO was established as a single-county MPO in 1993. Presently, the MPO Governing Board consists of 12 voting members, and all 12 of those members represent local governments within Indian River County.

With respect to staffing, federal law allows MPOs to either hire independent staff or contract with a host agency to provide staffing services. At the time of formation of the Indian River County MPO in 1995, the MPO chose to utilize Indian River County as its staffing agency. That is because the County had an established planning department and was already involved in countywide comprehensive planning activities. In 1995, the MPO entered into a formal Staff Services Agreement with the Indian River County Board of County Commissioners.

**MPO Staff Responsibilities**

The basic responsibilities of the MPO are spelled out in the MPO’s Staff Services Agreement. Those responsibilities include the biennial adoption of a planning work program (UPWP) that
contains detailed descriptions and budgets for all of the MPO’s planning activities. According to federal and state law, the MPO must establish a coordinated transportation planning process and must undertake a number of required programs, including adoption of a Long Range Transportation Plan; development of an Annual Priority List of projects to receive FDOT funding; and preparation of an annual Transportation Improvement Program (TIP), which is a five-year listing of federally and state-funded projects. In Indian River County, the MPO performs a number of additional functions. Those functions include staffing the Transportation Disadvantaged Local Coordinating Board (TDLCB); developing transit plans; serving as bike/ped coordinator; and administering grants. In order to carry out the responsibilities of the MPO, the Federal Highway Administration, Federal Transit Administration, and FDOT allocate funding for MPO staffing and transportation planning expenses.

Recent Legislative Changes

Throughout Florida, staffing agreements between county governments and MPOs are relatively common, particularly in single-county urbanized areas such as Indian River County. In many of those cases, however, the role of MPO staff with respect to the Board of County Commissioners has been a source of confusion, since MPO staff are at the same time employees of the host agency and answerable to the MPO Governing Board. In order to clarify the relationship between MPO governing boards and host agencies, the Florida Legislature enacted House Bill (HB) 985 in 2007. That bill contained language stating that “each MPO shall be considered separate from the state or the governing body of a local government that is represented on the governing board of the MPO.” The bill also stated that “each MPO shall have an Executive or Staff Director who reports directly to the MPO governing board for all matters regarding the administration and operation of the MPO.”

Prompted by HB 985, a number of MPOs have opted to become fully independent agencies. Among the independent agencies are the Brevard County and St. Lucie County MPOs. Agencies such as the Martin County MPO, that have remained housed within another governmental entity, have adopted staff services agreements consistent with HB 985.

Recently, FDOT and the Indian River County MPO conducted their annual joint certification review of the MPO’s transportation planning process. That review is required by federal law to ensure that the MPO is adhering to all applicable federal and state regulations. During that certification review, conducted in May of 2012, FDOT identified the current Staff Services Agreement with Indian River County as “Not Satisfactory.” Although that finding does not jeopardize the planning process or any federal or state funding at this time, the MPO must address the finding by December of 2012.

ANALYSIS

To address the “Not Satisfactory” finding of the 2012 certification review, the MPO board recently approved a revised staff services agreement. As structured, the updated Staff Services Agreement brings the MPO into compliance with current state laws governing MPO administration, while maintaining the MPO’s current operating and staffing structure. The major change to the agreement is the insertion of language describing the responsibilities of the MPO Staff Director. Based on language contained in the Martin County MPO Staff Services Agreement, the language to be added states that “an MPO Staff Director designated by the
County Administrator, shall report directly to the MPO Policy Board for all matters regarding the administration and operation of the MPO.” Current Staff Director responsibilities, such as scheduling meetings and preparing agendas, are also in the updated agreement. It is anticipated that there will be no impact on the operation of the MPO based on the proposed changes.

Recognizing that many MPOs were operating under obsolete Staff Services Agreements, the MPO Advisory Council (MPOAC) authorized its attorney and the Center for Urban Transportation Research (CUTR) at the University of South Florida to develop a Model MPO Staff Services Agreement that incorporates the most recent terminology and regulations. Besides the references to the MPO Staff Director, the attached Draft Revised Staff Services Agreement includes a number of changes that were identified in the Model Agreement of the MPOAC. Examples of the proposed changes include replacing references to Federal “Section 112” funding with Federal “Highway Planning (PL)” funding; indicating that only equipment purchases of $5,000 or more (and not all equipment) require prior FDOT approval; and incorporating federal requirements such as Restrictions on Lobbying and solicitation of Disadvantaged Business Enterprises into the Agreement.

Attached to this staff report is a copy of the draft revised Staff Services Agreement. Proposed deletions to the existing agreement are shown in strikeout format, while proposed additions to the agreement are shown in underline format.

**RECOMMENDATION**

Staff recommends that the Board of County Commissioners consider the updated MPO Staff Services Agreement, make any necessary changes, and approve the Agreement.

**ATTACHMENT**

1. Updated MPO Staff Services Agreement

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**APPROVED AGENDA ITEM:**

FOR: October 9, 2012

BY: Joseph A. Bozal
AGREEMENT

BETWEEN

THE INDIAN RIVER COUNTY
METROPOLITAN PLANNING ORGANIZATION

AND

INDIAN RIVER COUNTY, FLORIDA

FOR

STAFF SERVICES

THIS AGREEMENT, made and entered into this ___ day of ___, ____, by and between the INDIAN RIVER COUNTY METROPOLITAN PLANNING ORGANIZATION, a Metropolitan Planning Organization hereinafter called the "MPO", and INDIAN RIVER COUNTY, FLORIDA, hereinafter called the "COUNTY,"

WITNESSETH

WHEREAS, the MPO, pursuant to the authority conferred upon it by Section 5.02 (a) and 5.02 (b) and 5.04 of the Interlocal Agreement establishing the Indian River County Metropolitan Planning Organization, effective April 12, 1993 October 6, 2001, may enter into contracts with local or state agencies to utilize the staff resources of such agencies and for the performance of to obtain certain services by from such agencies; and

WHEREAS, pursuant to the aforesaid Interlocal Agreement and the companion Urbanized Area Transportation Planning Agreement between the MPO and the Florida Department of Transportation dated the 23rd day of April, 1993, it is contemplated that COUNTY personnel will perform a substantial portion of each task necessary to carry out the Transportation Planning and Programming Process mandated by Federal Regulations as a condition precedent to the receipt of Federal Funds for the planning, construction or operation of Transportation Programs and Projects; and

WHEREAS, it is deemed by the parties to be appropriate and necessary that the duties and obligations of the COUNTY in providing Staff Services to the MPO be defined and fixed by formal agreement.

NOW, THEREFORE,
IN CONSIDERATION of the mutual covenants, promises and representations herein, the parties agree as follows:

2.00 PURPOSE

For the reasons recited in the preamble, which are hereby adopted as part hereof, the above recitals are true and incorporated herein. The purpose of this Interlocal Agreement is to provide for professional services to carry out the terms of the Interlocal Agreement establishing the MPO and the Urban Transportation Planning Agreement between the MPO and Florida Department of Transportation and to provide personnel for the administration of the MPO.

2.00 DEFINITIONS

.01 “COUNTY”: shall mean Indian River County, Florida.

.02 “COUNTY ADMINISTRATOR”: shall mean the Indian River County Administrator.

.03 “FDOT”: shall mean the Florida Department of Transportation.

.04 “FHWA”: shall mean the United States Federal Highway Administration.

.05 “FTA”: shall mean the United States Federal Transit Administration.

.06 “MPO”: shall mean the Indian River County Metropolitan Planning Organization designated by the Governor.

.07 “UPWP”: shall mean the annual biennial Unified Planning Work Program required by Federal Regulations. (Subpart A 450.324)

.08 “TIP”: shall mean the annual Transportation Improvement Program required by Federal Regulations. (Subpart 450.324)

.09 “PROJECT”: shall mean an approved project of the MPO, in accordance with UPWP and TIP procedures.

.10 “EQUIPMENT”: shall mean tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit (49 CFR 18.3).
3.00 **SCOPE OF SERVICES:**

It is agreed by the COUNTY that it shall furnish the MPO with the professional, technical, administrative and clerical services, the supplies, the equipment, the office and other space, and such other incidental items as may be required and necessary to manage the business and affairs of the MPO and to carry on the Transportation Planning and Programming Process specified by the Urbanized Area Transportation Planning Agreement between the MPO and FDOT dated the 23rd day of April, 1993; provided, it is understood and agreed that, unless otherwise provided for, the performance of such service and functions shall be limited to those specified and allocated to the COUNTY in the UPWP budget and all approved budgets under Federal or state grant contracts with the MPO. It is further agreed:

.01 **COUNTY ADMINISTRATOR**

The COUNTY Administrator shall be responsible to the MPO for the conduct of the Transportation Planning Process as well as the appointment, assignment, direction and control of all personnel necessary thereto; the development of an appropriate organizational structure to carry out the responsibilities set forth in this Agreement; and development of procedures to monitor and coordinate the Planning Process.

.02 **COMMITMENT OF PERSONNEL**

The County Administrator shall annually prepare a detailed listing of all tasks necessary and incident to carry out the Planning Process, the manhours required to carry out such tasks, and the required skills or qualifications of the personnel assigned to MPO duties. The personnel so assigned shall, when performing such duties, be under the direction of the person in charge of, and bearing the responsibility for, producing the required work product.

.023 **TECHNICAL ADVISORS**

The head of each COUNTY department or agency participating in the Transportation Planning Process shall be deemed a Technical Advisor in the field of his competency and shall be expected to provide the MPO with expert advice or perform such duties incident thereto as the COUNTY administrator shall assign.
.034 GENERAL COUNSEL

The COUNTY attorney shall be the legal advisor to the MPO and shall represent the MPO in all legal matters, provided that the MPO may employ special counsel for specific needs.

.045 ADMINISTRATIVE-PERSONNEL MPO STAFF DIRECTOR

The Executive Aide to the Board of County Commissioners shall be responsible for administrative duties related to scheduling of meetings, preparation of agendas, distribution of meeting notices, recording of meetings, keeping of MPO records, and preparation of meeting minutes for the MPO and the Citizen Advisory Committee. Administrative support for other MPO committees will be assigned to COUNTY personnel by the COUNTY Administrator. An MPO Staff Director, to be designated by the County Administrator and serving at his/her pleasure, shall be considered a county employee with all associated rights and obligations, shall report directly to the MPO Policy Board for all matters regarding the administration and operation of the MPO, and shall have the following duties and functions with relation to the MPO: coordinating the activities established by the Interlocal Agreement heretofore mentioned; preparing the agendas of the MPO and MPO Advisory Committees; preparing Resolutions and other appropriate documents; scheduling meetings; giving notice of meetings and public hearings; keeping minutes; preparing an annual and/or interim report as may be required; supervising MPO staff; developing and implementing procedures; and employing staff as necessary to carry out the functions and duties of the MPO as may be assigned by the MPO Board or required by governing local, state or federal regulations or laws.

.056 ANNUAL BUDGET

The UPWP shall serve as the annual budget for the MPO. The UPWP shall identify funding sources, participating agencies and the level of participation by those agencies.

The COUNTY Administrator shall prepare an Annual Budget on an October 1 to September 30 fiscal year basis. The budget shall be based on the MPO's adopted UPWP and shall identify funding sources, participating agencies and the level of participation by the various agencies.

.067 FINANCIAL ADMINISTRATION
.067.1 The Records and accounts of the MPO shall be administered by the COUNTY in accordance with applicable federal regulations identified in the MPO’s Interlocal Agreement establishing the Indian River County MPO and the Federal Highway Planning Fund (FL) Joint Participation Section 112 Urban Transportation Planning and PL/Section 112 Agreements.

.067.2 Contracts and bids for the purchase of materials and services; purchasing of materials, supplies, equipment, and services; and expenditures of money shall be in accordance with COUNTY procedures for the same purposes.

.067.3 The COUNTY shall include the MPO in the annual audit performed by its Auditor. The MPO and COUNTY shall provide to each other and any other third party all information necessary to complete each audit.

.07 OTHER SUPPORT SERVICES

The COUNTY shall provide support services to the MPO as provided to other COUNTY departments and as adapted to the MPO as necessary for the MPO to perform adequately its functions as specified in the UPWP and as specified in federal and state requirements. These support services shall include but not be limited to legal services, use of County vehicles, human resources, education and training, communications, information technology, central stores/services, and office cleaning and maintenance.

.07.3 Purchasing of materials, supplies, equipment, and services shall be through the COUNTY Purchasing Division in accordance with COUNTY procedures and practices.

.07.4 Expenditures of money shall be made only in accordance with procedures which shall be developed by the COUNTY for the MPO.

.07.5 Deposit of Funds. All monies received by the MPO shall be deposited with the COUNTY in a trust account and applied only in accordance
4.00 **REIMBURSEMENT OF COUNTY**

The MPO hereby agrees that it shall reimburse the COUNTY for all services rendered under this Agreement as specified in the UPWP budget and all approved budgets under Federal or state grant contracts with the MPO and in accordance with the procedures established pursuant to Section 3.07.4 of this agreement.

5.00 **CONSULTANTS**

It is agreed by the parties that nothing in this Agreement shall limit or preclude the prerogative of the MPO to enter into contracts for other professional consultant services to perform such tasks as the MPO may deem appropriate provided the control and direction of such consultants and the administration of such contracts shall be under the COUNTY Administrator.

6.00 **FEDERAL ASSURANCES**

.01 **SUPPLEMENTAL AGREEMENTS**

It is understood and agreed that, in order to permit federal participation, no agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the prior written approval of the U.S. Department of Transportation and FDOT, anything to the contrary in the Agreement notwithstanding.

.02 **THIRD PARTY CONTRACTS**

Except as otherwise authorized in writing by the Florida Department of Transportation and FHWA, the COUNTY shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project without the prior written concurrence of the Florida Department of Transportation and FHWA. Subletting of consultant contracts and contracts with other public agencies shall be in accordance with the requirements of Paragraph 6b(5) of Volume 1, Chapter 1, Section 2,
.03 TERMINATION OR SUSPENSION

.03.1 Termination or Suspension Generally. If the COUNTY abandons or, before completion, finally discontinues the Project; or if for any other reason, the commencement, prosecution, or timely completion of the Project by the COUNTY is rendered improbable, infeasible, impossible or illegal, the MPO may, by written notice to the COUNTY, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the MPO may terminate any or all of its obligations under this Agreement. Such Termination is effective 180 days after the COUNTY’s receipt of notice of termination.

.03.2 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination notice under this Section, the COUNTY shall proceed promptly to carry out the actions required therein which may include the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other actions as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the status of the Project activities and of the Project Account as well as a proposed schedule, plan, and budget for terminating or suspending and closing out Project Activities and contracts, and other undertakings the costs of which are otherwise includable as Project costs; and (3) remit to the MPO such portion of the financing and any advance payment previously received as is determined by the MPO to be due under the provisions of the Agreement. The closing out shall be carried out in conformity with the latest schedule, plan, and budget as
approved by the MPO or upon the basis of terms and conditions imposed by the MPO upon the failure of the COUNTY to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the COUNTY or the closing out of FEDERAL financial participation in the Project shall not constitute a waiver of any claim which the MPO may otherwise have arising out of this agreement.

04 AUDIT AND INSPECTION

The COUNTY shall permit, and shall require its contractors to permit, FHWA and the Florida Department of Transportation authorized representatives to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and accounts of the COUNTY, pertaining to the development of the Project. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Florida Department of Transportation or FHWA at all times during the period of a specific Unified Work Program and for three years after the final payment is made on a specific Unified Work Program. Copies of these documents and records shall be furnished to Florida Department of Transportation or FHWA upon request.

05 EQUIPMENT

Where Federal funds are to be used to provide part or all of the cost of equipment, such expenditures must have the prior written approval of the Florida Department of Transportation and the FHWA, and must be in accordance with the requirements of 49 CFR Part 18, Subpart C; the MPO Program Management Handbook, Section 3.7.8; Section 420.117, Fiscal Procedures, or FHWA’s Federal Aid Policy Guide, and in accordance with the requirements of any executed agreements between the MPO, FDOT, and FHWA.

06 PUBLICATION, RENTAL OF SPACE OR EQUIPMENT, SUPPLEMENTAL AND THIRD PARTY AGREEMENTS, AND INDIRECT COSTS
This agreement is subject to all applicable requirements of OMB Circular 87-A and 49 CFR - PART 18 ("Uniform Administrative Requirements For Grants And Cooperative Agreements to State and Local Governments"), Volume 4, Chapter 2, Section 2, Subsection 2, of the Federal-aid Highway Program Manual, relative to approval of travel, report publication provisions, rental of space or equipment, entering into supplemental and third-party agreements, and indirect costs. All reports published by the MPO or COUNTY which were funded wholly or in part by Federal Highway Planning (PL) Section 112 funds shall contain the credit "prepared in cooperation with the Department of Transportation, Federal Highway Administration".

07 NONDISCRIMINATION

.07.1 Compliance with Regulations. The COUNTY shall comply with the regulations of the USDOT relative to non-discrimination in federally-assisted programs of the USDOT (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.

.07.2 Nondiscrimination. The COUNTY, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurements of material and leases of equipment. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Title VI, USC, and will abide by the MPO's Approved Title VI program, including all provisions and sanctions for non-compliance contained therein. By Section 21.5 of the Regulations, including employment practices when the contract covers the program set forth in Appendix B of the Regulations.

.07.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all
solicitations made by the COUNTY for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex or national origin. The COUNTY shall actively seek the participation of Disadvantaged Business Enterprises (DBE) in accordance with the MPO’s approved DBE program as required by USDOT Title 49, Code of Federal Regulations, Part 26.

.07.4 Information and Reports. The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall certify to the Florida Department of Transportation or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

.07.5 Sanctions for Noncompliance. In the event of the COUNTY’s noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to, withholding of payments to the COUNTY under the contract until the COUNTY complies; and/or cancellation, termination, or suspension of the contract, in whole or in part.

.07.6 Incorporation of Provisions. The COUNTY will include the provisions of Sections 6.07.1 - 6.07.5 of this agreement Paragraphs (a) through
(f) in every subcontract, including procurement of materials and leases pursuant thereto. The COUNTY will take such action with respect to any subcontract or procurement as the Florida Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the COUNTY may request the State to enter into such litigation to protect the interests of the State, and, in addition, may request the United States to enter into such litigation to protect the interests of the United States.

.08 TRAINING

The use of Federal Highway Planning (PL) Section 112 funds for training of employees of the COUNTY will be in accordance with the requirements of 23 CFR 420; the MPO Program Management Handbook; Section 420.17, Fiscal Procedures of FHWA’s Federal AID Policy Guide, and in accordance with the requirements of any executed agreements between the MPO, FDOT, and FHWA.

.09 PROHIBITED INTERESTS

The COUNTY shall insert in all contracts entered into in connection with a Project or any property included or planning to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provisions:

“No member, officer, or employee of the COUNTY or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof”.

This provision shall not be applicable to any agreement between the COUNTY and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a government agency.

.10 RESTRICTIONS ON LOBBYING
The MPO and COUNTY agree that no Federal Funds in connection with this agreement have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding or extension of any contract, grant, loan, or cooperative agreement.

8.00 MISCELLANEOUS PROVISIONS

.01 HOW CONTRACT AFFECTED BY PROVISIONS BEING HELD INVALID

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby but such remainder would then continue to conform to the terms and requirements of applicable tax law.

.02 EXECUTION OF AGREEMENT

This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. A copy of this agreement and subsequent amendments shall be provided to FDOT.

.03 DURATION OF AGREEMENT AND WITHDRAWAL

This Agreement shall remain in effect until terminated by the parties to the Agreement. Any party may withdraw from said Agreement after presenting, in written form, a notice of intent to withdraw, to the other parties, at least sixty (60) one hundred eighty (180) days prior to the intended date of withdrawal, provided financial commitments made prior to withdrawal are effective and binding for their terms and amount regardless of withdrawal.

.04 AMENDMENT OF AGREEMENT

The COUNTY and the MPO may upon initiation of either party amend this agreement to cure any ambiguity, defect,
omission or to grant any additional powers, or to confer additional duties which are consistent with the intent and purpose of this agreement.

.05 CONFIRMATION OF AGREEMENT

The Agreement may be reviewed annually by the MPO to confirm the validity of the contents and to recommend the type of amendments, if any, that are required.

.06 AGREEMENT FORMAT

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.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be duly executed in their behalf on the respective dates indicated.

MPO

ATTEST:

Executive Aide
Phillip J. Matson,
MPO Staff Director

By: Bob McPartlan, Chairman

Dated this ____ day of __________._____.

INDIAN RIVER COUNTY
To: Members of the Board of County Commissioners

From: Jason E. Brown
Director, Office of Management & Budget

Date: October 2, 2012

Subject: Miscellaneous Budget Amendment 001

Description and Conditions

The attached budget amendment appropriates funding necessary for the following:

1. The Shooting Range is in need of repairs to the baffles. Funding in the amount of $30,000 is available from a separate revenue for Shooting Range Improvements and $30,000 from MSTU/Reserves/Reserve for Contingency. The attached entry appropriates the funding.

2. On August 21, 2012, the Cultural Council made a presentation to the Board of County Commissioners on the First Annual Treasure Coast Birding Festival, scheduled for October 26-28th. At the meeting, the County offered to assist in providing transportation for the event. The attached entry appropriates funding from Tourist Tax/Cash Forward-Oct 1st in the amount of $4,080 for the transportation costs for the event.

Staff Recommendation

Staff recommends that the Board of Commissioners approve the attached budget resolution amending the fiscal year 2012/2013 budget.

Attachments
Budget Amendment 001 and Resolution

APPROVED AGENDA ITEM:

BY: Joseph A. Baird
County Administrator

FOR: October 9, 2012
RESOLUTION NO. 2012-____

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2012-2013 BUDGET.

WHEREAS, certain appropriation and expenditure amendments to the adopted Fiscal Year 2012-2013 Budget are to be made by resolution pursuant to section 129.06(2), Florida Statutes; and

WHEREAS, the Board of County Commissioners of Indian River County desires to amend the fiscal year 2012-2013 budget, as more specifically set forth in Exhibit “A” attached hereto and by this reference made a part hereof,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that the Fiscal Year 2012-2013 Budget be and hereby is amended as set forth in Exhibit “A” upon adoption of this Resolution.

This Resolution was moved for adoption by Commissioner _____________, and the motion was seconded by Commissioner _____________, and, upon being put to a vote, the vote was as follows:

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

The Chairman thereupon declared this Resolution duly passed and adopted this ____ day of ______________, 2012.

Attest: Jeffrey R. Smith
Clerk of Court and Comptroller

By _____________________________
Deputy Clerk

By _____________________________
Gary C. Wheeler, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY ________________________________
COUNTY ATTORNEY
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Indian River County, Florida
Memorandum

TO: Joseph A. Baird, County Administrator
THRU: Jason Brown, Director, OMB
FROM: Beth Martin, Risk Manager
DATE: September 26, 2012
SUBJECT: Request for Agenda; Third Party Claims Administration Agreement

Please consider the following for inclusion on the October 9, 2012 Board of County Commissioners’ consent agenda.

Background

In February 2005, the Board entered into an agreement with Johns Eastern Company, Inc. (JEC) to perform third party claims administration services for the self-insurance program. Since that time, fees did not increase until 2012 when there was a 4% increase for handling workers’ compensation claims only at an annual cost of $64,844.00. All other fees remained constant, including general liability, automobile liability, professional liability, medical management, cost containment, catastrophic loss and field work rates, for a total cost of $73,078.00.

Analysis

JEC has performed outstanding service on behalf of the County. Their professional claims administration services have resulted in substantial savings as illustrated below.

<table>
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<th>Contract Year</th>
<th>Fees Paid to JEC</th>
<th>Fee Schedule Savings</th>
<th>PPO/Utilization Savings</th>
<th>Medical Management Savings</th>
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<td>2010/11</td>
<td>$77,452.00</td>
<td>$526,469.00</td>
<td>$135,557.00</td>
<td>$188,318.00</td>
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<td>2011/12 (11 months)</td>
<td>73,078.00</td>
<td>407,812.00</td>
<td>94,848.00</td>
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JEC now proposes a four (4) year extension of the contract with no increase in the minimum and deposit fees for 2012/13, a 4% increase for 2013/14 and 2014/15, and a 2%
increase for 2015/16. The medical management, cost containment and field work rates would remain the same as the expiring contract for the entire contract period.

**Recommendation**

The County’s insurance broker, Arthur J. Gallagher Risk Management Services, has reviewed the proposed renewal and with staff, recommends the Board approve Addendum Number II to Service Contract for Multiple Lines Claims Handling. Costs for this service are found in Section 5 of the Addendum, with costs for 2012/13 set at $78,244.00. Funding for this expense is provided from the Self-Insurance Fund, Other Professional Services (account 50224613-033190). The Self-Insurance Fund is an internal service fund supported through charges to user funds (General Fund, Utilities, Emergency Services, etc.).

Approved for Agenda:

Joseph A. Baird, County Administrator
October 9, 2012

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This is the Second Addendum to the Agreement entered into between JOHN EASTERN COMPANY, INC., hereinafter called the SERVICE AGENT, and INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter called the CLIENT, dated the 1st day of October, 2011.

This Addendum affects the remuneration to be paid by the CLIENT to the SERVICE AGENT for the handling of claims with a date of loss of October 1, 2012 through September 30, 2016. All other terms of the original Contract remain unchanged.

The remuneration to be paid to the SERVICE AGENT under this Agreement by the CLIENT for workers' compensation claims handling and safety services during the term of this Agreement shall be as follows:

4. Allocated Claims Expenses. Charges for services below are billed at negotiated rates for vendors selected by CLIENT/SERVICE AGENT unless otherwise outlined below. “Allocated Claims Expenses” shall be defined as expenses arising in connection with the settlement of claims, which shall be defined as expenses directly allocated to a particular claim to be discharged from the accounts funded by the CLIENT specified in Paragraph 3, including, but not limited to:

   a. Attorneys’ and legal assistants’ fees for claim and any lawsuits, before and at trial, on appeal, or otherwise;

   b. Court and other litigation and settlement expenses, including, without limitation:

      (i) Medical examinations to determine extent of liability;

      (ii) Expert medical and other testimony;

      (iii) Laboratory, X-ray and other diagnostic tests;

      (iv) Autopsy, surgical reviews, and other pathology services;

      (v) Physician and related fees and expenses in reading, interpreting, or performing any of the foregoing tests or services;

      (vi) Stenographer, process server, and other related trial preparation, trial, settlement, and court costs;

      (vii) Witnesses fees and expenses before and at trial, deposition, settlement discussions, or otherwise;

   c. Fees and expenses for surveillance, private investigators, or otherwise;

   d. Fees for the indexing of injured claimants;

   e. Fees for any work done outside the office, including, but not limited to, field investigations necessary to determine compensability, liability, Special Disability Trust Fund or subrogation recoverability, claimant control, attendance at mediations, hearings and depositions, attendance at management meetings, attendance at medical consultations or hearings, appraisals, case management, recorded statements,
f. Fees for any field investigation will be $105.00, $0.55 a mile and $1.00 per photograph, and administrative expenses. We will bill at these rates all activities involving, handling, controlling, or settling a client's liability on claim.

g. Fees for over-night or special mail service for various documents.

h. Fees for examining and reducing hospital and medical bills as appropriate

i. Photocopying and/or CD-ROM copies, review of relevant documentation.

j. Pre-Certification of Hospital Admissions, On-Site Case Management, Peer Review, Medical Care Audits, and Hospital Bill Audits.

k. Medical Management – Telephonic case management would be provided on all cases at a rate of:
   - $525.00 per lost time exposure
   - $125.00 per medical only exposure

l. Provider Bill Review/Cost Containment Services – Fees for these services are:
   - $5.95 per bill
   - 30% of all savings over and above Fee Schedule reductions
   - 35% out-of-network and hospital audits

m. Medicare Set-Aside (MSA) services to include; recommendation for MSA submission, MSA cost projection, MSA submission, liability MSA services, comprehensive drug utilization review, lien search, conditional lien dispute, projection update.

5. Compensation for the Service Agent: For performing its services under this Agreement, the Service Agent shall be entitled to the following compensation:

   a. Fees for handling the CLIENT'S workers' compensation exposures whose dates of loss fall between October 1, 2012 and September 30, 2013 will be a minimum and deposit of $64,844.00.

      This fee contemplates handling 150 workers' compensation exposures. If the number of exposures exceeds 150, then the fees will be increased proportionately. All years subject to audit.

   b. Fees for handling the CLIENT'S non-workers' compensation exposures whose dates of loss fall between October 1, 2012 and September 30, 2013 will be a minimum and deposit of $13,400.00.

      This fee contemplates handling 22 non-workers' compensation exposures. If the number of exposures exceeds 22, then the fees will be increased proportionately. All years subject to audit.

   c. Fees for handling the CLIENT'S workers' compensation exposures whose dates of loss fall between October 1, 2013 and September 30, 2014 will be a minimum and deposit of $67,438.00.

      This fee contemplates handling 150 workers' compensation exposures. If the number of exposures exceeds 150, then the fees will be increased proportionately. All years subject to audit.

   d. Fees for handling the CLIENT'S non-workers' compensation exposures whose dates of loss fall between October 1, 2013 and September 30, 2014 will be a minimum and deposit of $13,936.00.

      This fee contemplates handling 22 non-workers' compensation exposures. If the number of exposures exceeds 22, then the fees will be increased proportionately. All years subject to audit.
c. Fees for handling the CLIENT'S workers' compensation exposures whose dates of loss fall between October 1, 2014 and September 30, 2015 will be a minimum and deposit of $70,136.00.

This fee contemplates handling 150 workers' compensation exposures. If the number of exposures exceeds 150, then the fees will be increased proportionately. All years subject to audit.

d. Fees for handling the CLIENT'S non-workers' compensation exposures whose dates of loss fall between October 1, 2014 and September 30, 2015 will be a minimum and deposit of $14,493.00.

This fee contemplates handling 22 non-workers' compensation exposures. If the number of exposures exceeds 22, then the fees will be increased proportionately. All years subject to audit.

e. Fees for handling the CLIENT'S workers' compensation exposures whose dates of loss fall between October 1, 2015 and September 30, 2016 will be a minimum and deposit of $71,539.00.

This fee contemplates handling 150 workers' compensation exposures. If the number of exposures exceeds 150, then the fees will be increased proportionately. All years subject to audit.

f. Fees for handling the CLIENT'S non-workers' compensation exposures whose dates of loss fall between October 1, 2015 and September 30, 2016 will be a minimum and deposit of $14,783.00.

This fee contemplates handling 22 non-workers' compensation exposures. If the number of exposures exceeds 22, then the fees will be increased proportionately. All years subject to audit.

All other terms of the original contract remain unchanged.

IN WITNESS WHEREOF, the SERVICE AGENT and the CLIENT have each caused this Addendum to be executed by its duly authorized representative to be effective the 1st day of October 2012.

WITNESSES:

________________________
________________________
________________________

JOHNS EASTERN COMPANY, INC.

________________________
Beverly Adkins, AIC, AIM
Executive Vice President
Special Account Services

INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS

By: ______________________
Gary C. Wheeler, Chairman

ATTEST: Jeffrey R. Smith
Clerk of Court

________________________
Deputy Clerk

Approved as to form and legal sufficiency:

By: ______________________
County Attorney
TO:        Board of County Commissioners
FROM:  Alan S. Polackwich, Sr. - County Attorney
DATE:  October 3, 2012
SUBJECT: Lost Lake Subdivision
Sidewalk Extension Request
Successor Developer: Hiers Properties, L.L.C.

Hiers Properties, L.L.C., the successor developer of Lost Lake Subdivision, entered into a Modification to Substitute Contract for Construction of Required Sidewalk Improvements to guarantee completion of sidewalks within Lost Lake Subdivision by the extended contract completion date of July 11, 2012, and posted Marine Bank & Trust Company Irrevocable Letter of Credit No. 2008-39 as supporting security, expiring on October 11, 2012. A letter dated May 11, 2012 was sent to the successor developer advising of the upcoming deadline and the availability of an extension. The sidewalks were not completed by the July 11, 2012 date, and the successor developer failed to contact the County to request a 2-year extension until just prior to the calling of the posted security.

The recent amendment to Section 913.09(5) of the County’s Land Development Regulations provides for a 1-time extension of 2 years for any project with a contract in effect prior to June 30, 2012. This matter is before the Board of County Commissioners because even though the contract was in effect prior to June 30, 2012, the successor developer defaulted under its contract on July 11, 2012, thus requiring Board approval to extend the completion date.

Staff supports such an extension so long as the successor developer pays the prerequisite nonrefundable extension fee of $445.00; provides the County with either cash or an acceptable amendment to its existing Marine Bank & Trust Company Irrevocable Letter of Credit No. 2010-46 in the amount of $26,647.50 to extend the expiration date to October 11, 2014, which date is 90 days beyond the requested extension completion date.
Attached for your consideration is a Second Modification to Substitute Contract for Construction of Required Sidewalk Improvements No. SD-05-08-39-CFCSUBSIDE (2003080256-53385) extending the date to complete the required sidewalk improvements to July 11, 2014.

**FUNDING:**

There is no cost associated with this item.

**RECOMMENDATION:**

Approve the sidewalk extension for an additional two years (to July 11, 2014) and authorize the Chairman to execute the Second Modification to Substitute Contract for Construction of Required Sidewalk Improvements provided that by the close of business (5:00 p.m.) on October 9, 2012, the prerequisite nonrefundable extension fee of $445.00 is paid, and that the County receives either $26,647.50 cash (in the form of a certified check) or an acceptable amendment to Marine Bank & Trust Company Irrevocable Letter of Credit No. 2010-46 in the amount of $26,647.50 extending the expiration date to October 11, 2014, which date is 90 days beyond the requested extension completion date. If cash is posted as an alternative to an amendment to the existing letter of credit, staff requests that the Board additionally authorize the Chairman to execute a Cash Deposit and Escrow Agreement. If acceptable security is not in place, staff is authorized to call the existing letter of credit before its expiration date of October 11, 2012.

nhm
Attachment: Second Modification
SECOND MODIFICATION TO
SUBSTITUTE CONTRACT FOR CONSTRUCTION OF REQUIRED SIDEWALK IMPROVEMENTS
NO. SD-05-08-39-CFCSUBSIDE (2003080256-53385)

THIS MODIFICATION, made and entered into this ___ day of October, 2012, by and between HIERS PROPERTIES, L.L.C., a Florida limited liability company, hereinafter referred to as “Successor Developer”, and INDIAN RIVER COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, Successor Developer entered into a Substitute Contract for Construction of Required Sidewalk Improvements No. SD-05-08-39-CFCSUBSIDE (2003080256-53385) guaranteeing the completion of certain required sidewalk improvements within Lost Lake Subdivision on or before July 11, 2010 and posted Marine Bank & Trust Company Irrevocable Letter of Credit No. 2008-39 in the amount of $26,647.50, expiring on October 11, 2010, as security to guarantee completion; and

WHEREAS, by Modification to Substitute Contract for Construction of Required Sidewalk Improvements No. SD-05-08-39-CFCSUBSIDE (2003080256-53385), a 2-year extension to July 11, 2012 was granted to complete the required sidewalks, and an acceptable amendment to the existing letter of credit was provided, extending the expiration date to October 11, 2012; and

WHEREAS, the Successor Developer has requested an additional two-year extension to July 11, 2014 to complete the remaining required sidewalk improvements; and

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

1. The date for completion of the required sidewalk improvements as outlined in the Modification to Substitute Contract for Construction of Required Sidewalk Improvements No. PD-05-08-39-CFCSUBSIDE (2003080256-53385) is further extended to July 11, 2014 so long as by 5:00 p.m. on October 9, 2012 the
prerequisite nonrefundable extension fee of $445.00 is paid, and the County receives either $26,647.50 cash (in the form of a certified check) or an acceptable amendment to Marine Bank & Trust Company Irrevocable Letter of Credit No. 2010-46 in the amount of $26,647.50 extending the expiration date to October 11, 2014 (which date is 90 days beyond the newly extended completion date). If cash is posted as an alternative to a letter of credit amendment, Successor Developer will, simultaneously with the posting of the cash, execute a Cash Deposit and Escrow Agreement outlining the terms and conditions of the funds to be held in escrow.

2. If the prerequisite extension fee is not paid and/or acceptable security is not in place as outlined in the paragraph 1 above, this Second Modification will be null and void, and County staff is authorized to call the existing letter of credit prior to its expiration date.

3. All other terms set out in the Substitute Contract for Construction of Required Sidewalk Improvements No. SD-05-08-39-CFCSUBSIDE (2003080256-53385), as modified, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

HIERs PROPERTIES, L.L.C., a Florida limited liability company

SUCCESSOR DEVELOPER

By: ____________________________

Bobby J. Hiers, Managing Member

INDIAN RIVER COUNTY, FLORIDA
by and through its Board of County Commissioners

By: ____________________________

Gary C. Wheeler, Chairman

BCC approved: ____________________

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

By: ____________________________

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY

ALAN S. POLASCHKICH
COUNTY ATTORNEY

2
TO: Joseph A. Baird; County Administrator

DEPARTMENT HEAD CONCURRENCE:

Robert M. Keating, AICP; Community Development Director

THROUGH: Stan Boling, AICP; Planning Director

FROM: John W. McCoy, AICP; Senior Planner; Current Development

DATE: August 20, 2012

SUBJECT: Request to Modify a Condition of the Special Exception Use Approval for the Grace Lutheran Child Care/Preschool Facility at 1150 41st Avenue [AA-12-08-76 / 96100146-68526]

It is requested that the data herein presented be given formal consideration by the Board of County Commissioners at its regular meeting of October 9, 2012.

DESCRIPTION AND CONDITIONS

The 3.27 acre Grace Lutheran Church site is located at the southeast corner of 12th Street and 41st Avenue. The site lies within the RS-6 zoning district (Residential Single-Family up to 6 units per acre), a district which allows child care/pre-school facilities as special exception uses.

At its regular meeting of March 6, 2007, the Board of County Commissioners (BCC) conditionally approved a request for special exception use approval for a child care/pre-school within the existing Grace Lutheran Church facilities located at 1150 41st Avenue. One of the approval conditions enacted by the BCC in 2007 places a cap on the child care/pre-school enrollment of 50 children. The church is now seeking to modify that condition to increase the enrollment cap. The process for modifying the condition requires review by staff and the Planning and Zoning Commission (PZC), with final action by the BCC. Consideration of the request by both the PZC and the BCC is required to be conducted at public hearings.

In this case, the applicant proposes to increase the maximum enrollment for the child care/pre-school program from 50 to 66 children. The increased enrollment will be accommodated within the existing church buildings. While the existing facilities will not change in outward appearance, there will be some minor interior building renovations to accommodate the increased enrollment.

The BCC is now to consider the requested condition modification and is to approve, approve with changes, or deny the request.

Planning and Zoning Commission Action:

At its meeting of September 13, 2012, the Planning & Zoning Commission voted 5-0 to recommend approval of the special exception use request as recommended by staff (see attachment #6).
ANALYSIS

When originally approved in March 2007, the church proposed and obtained approval to construct a small building addition (1,764 sq. ft.) to accommodate the child care/pre-school use. That building addition was completed as approved, and the child care facility has been operational on site since late 2007.

During the 2007 review and approval process, the applicant indicated that 50 children would be the maximum enrollment. That proposed 50 child limit was subsequently made a condition of special exception use approval to establish the scale of the child care/pre-school. After operating for several years and acquiring a more in depth understanding of the State criteria that apply to the facility, the applicant now realizes that under State criteria the campus can accommodate up to 66 children with minor interior renovations and without having to construct additional building area.

The applicant is not proposing to change site improvements or expand existing building area. Because there will be no increase in building area, no concurrency certificate or impact fees are required with respect to the proposed enrollment increase.

The increase in enrollment will raise the required number of paved parking spaces on site from 6 to 10 spaces. There are presently 10 existing paved spaces on site along with 89 stabilized spaces that serve the church use. Because the child care/pre-school use will not operate during peak church events such as Sunday and evening services, peak parking and traffic impacts will not be affected by the proposed enrollment increase. In addition, Traffic Engineering analyzed the traffic impacts related to the proposed 16 child increase and determined that no on-site or off-site traffic improvements are required to accommodate the requested enrollment increase.

Since the child care facility has been operational, staff has received no complaints from surrounding property owners, and no compatibility issues have been raised. Based on a history of compatibility, the small increase in enrollment requested (16 children), and a finding of no increase in peak parking or traffic demands, staff has no objection to the condition being modified to increase the maximum enrollment to 66 children.

RECOMMENDATION

Based on the above analysis, staff recommends that the Board of County Commissioners approve modifying the child care/pre-school special exception use enrollment cap condition, to read as follows:

1. The maximum enrollment at the child care/pre-school facility shall be 66 children.

Attachments:
1. Application
2. Location Map
3. Aerial
4. Minutes from March 6, 2007 BCC Meeting
5. Staff Report from March 6, 2007 BCC Meeting
6. Minutes from September 13, 2012 PZC Meeting
ADDITIONAL PRESCHOOL SPACE

PROJECT NAME (PRINT): ADDITIONAL PRESCHOOL SPACE Grace Lutheran

Description of proposed request (Attach cover letter if necessary): CONVERT CHURCH USE (357 SQFT) TO PRESCHOOL USE FOR 2-YEAR-OLD CLASSROOM, AND INCREASE DAILY CAPACITY FROM 50 CHILDREN TO 60 CHILDREN.

OWNER: (PLEASE PRINT) Grace Lutheran Church

AGENT (PLEASE PRINT) Ann Holmes

PARENT SITE PLAN PROJECT NAME AND NUMBER: Grace Lutheran Church

5PM-04-20

OWNER: (PLEASE PRINT) Grace Lutheran Church

AGENT (PLEASE PRINT) Ann Holmes

NAME

1150 41ST AVENUE

772-562-2904

PHONE NUMBER

EMAIL ADDRESS

grace.lutheran.vb@bellsouth.net

CONTACT PERSON

Rev. Matthew Luttman

SIGNATURE OF OWNER OR AGENT

Ann Holmes

AMOUNT OF NEW IMPERVIOUS SURFACE (SQFT.): 257

ADDRESS

VERO BEACH, FL 32960

CITY, STATE, ZIP

PHONE NUMBER

772-321-2083

EMAIL ADDRESS

grace.vb.preschool@bellsouth.net

CONTACT PERSON

Ann Holmes

PROJECT # 9610946

APPLICATION # 16526

FILE #: AA-12-08-710

Assigned Planner: John McCoy

OVERALL SITE PROJECT PLAN #:

Date:

1801 27th Street, Vero Beach, FL 32960

ATTACHMENT 182
±1,824.33 acres from C-1 to AG-2, and to rezone those
±1,824.33 acres from CON-1 to A-2.

The Chairman called a break 3:10 p.m. and reconvened the meeting at 3:23 p.m.
with Commissioner Davis absent.

9.A.5 GRACE LUTHERAN CHURCH’S REQUEST FOR SPECIAL
EXCEPTION USE APPROVAL FOR A CHILD CARE/PRE-
SCHOOL FACILITY (QUASI-JUDICIAL)

Stan Boling, Planning Director, presented this item pointing out, via a vicinity
map, the area under consideration, which is a little over 3-acres located on the south side of 12th
Street and the east side of 41st Avenue, with an RS-6 zoning. The purpose of the request is to
allow a pre-school childcare use in the existing Church facility for up to fifty (50) students
enrolled in the program. There are specific land use criteria that are met as outlined in staff’s
recommendation (memorandum dated February 26, 2007). Staff and Planning and Zoning
Commission recommended approval with conditions as outlined at pages 313-314 of the backup.

Commissioner O’Bryan inquired if there were any concerns from parents.
Director Boling had not recently had any but initially there were concerns about access to the
entrance and that has since been remedied.

The Chairman opened the Public Hearing.

Former Commissioner John Tippin supported the request.

March 6, 2007
There were no other speakers and the Chairman closed the Public Hearing.

ON MOTION by Commissioner O'Bryan, SECONDED by Commissioner Flescher, the Board by a 3-0 vote (Commissioners Bowden and Davis absent) approved and granted special exception use approval for the childcare/pre-school use with the following conditions: (1) the maximum enrollment at the childcare/pre-school facility shall be 50 children; (2) the Church shall instruct all parents entering and leaving the childcare/pre-school facility to travel north on 41st Avenue directly to 12th Street, rather than south through the residential neighborhood; and, (3) prior to commencement of the use on site, the applicant shall provide to planning staff written acknowledgement from the State that the proposed recreation facilities will meet or exceed applicable State requirements for childcare facilities, all as recommended in the memorandum of February 26, 2007.

9.B. PUBLIC DISCUSSION ITEMS

1. REQUEST TO SPEAK FROM INDIAN RIVER SOCCER ASSOCIATION REGARDING PURCHASE AND INSTALLATION OF LIGHTS FOR SOCCER FIELDS AT HOBART PARK

Daniel Fourmont, 2267 Magans Ocean Walk, gave a brief history on the Soccer Association. He recapped his memorandum of March 2, 2007 seeking funds from the County to

March 6, 2007
Indian River County, Florida

Memorandum

To: Joseph A. Baird, County Administrator

Department Head Concurrence:

Robert M. Keating, AICP; Community Development Director

Through: Stan Boling, AICP; Planning Director

From: Brian Freeman, AICP; Senior Planner, Current Development

Date: February 26, 2007

Subject: Grace Lutheran Church’s Request for Special Exception Use Approval for a Child Care/Pre-School Facility [SP-SE-06-04-20 / 96100146-52668]

It is requested that the data herein presented be given formal consideration by the Board of County Commissioners at its regular meeting of March 6, 2007.

Description & Conditions

MBV Engineering, Inc. has submitted an application for special exception use approval on behalf of Grace Lutheran Church for a child care/pre-school facility. Grace Lutheran Church is located at 1150 41st Avenue, which is at the southwest corner of the 12th Street/41st Avenue intersection. The subject site is zoned RS-6, a zoning district in which special exception use approval is required for child care

and pre-school facilities.

On November 22, 1988, the Board of County Commissioners granted special exception use approval for the church. At that time, site plan approval was granted for the existing 9,450 sq. ft. building as well as a 3,120 sq. ft. future addition (a total of 12,570 sq. ft.). Since then, site improvements for the total building program have been made and the 9,450 sq. ft. building has been constructed. Even though special exception use approval was required for the original church facility and expansion, a separate special exception approval is required for the proposed child care/pre-school facility.

Initially, the child care/pre-school facility will operate within the existing 9,450 sq. ft. building. In the near future, however, the church proposes to construct 1,764 sq. ft. of the previously approved 3,120 sq. ft. future addition discussed above. Once the building addition is completed, the child care/pre-school use will move from the existing building to the new addition. The child care/pre-school facility will have a maximum enrollment of 50 children.
At this time, the Board of County Commissioners is to make a finding that this application satisfies the general and specific criteria for the requested special exception use, and approve, approve with conditions, or deny the special exception use request for the proposed child care/pre-school use. Pursuant to Section 971.05 of the Land Development Regulations (LDRs), the Board of County Commissioners is to consider the appropriateness and compatibility of the requested use for the subject site and surrounding area. The Board may recommend reasonable conditions and safeguards necessary to mitigate impacts and to ensure compatibility of the use with the surrounding area.

Planning and Zoning Commission Action

At its September 14, 2006 public hearing, the Planning and Zoning Commission recommended 5-0 that the Board of County Commissioners approve the special exception use request with the following conditions that were recommended by staff:

1. The maximum enrollment at the child care/pre-school facility shall be 50 children.

2. The church shall instruct all parents entering and leaving the child care/pre-school facility to travel north on 41st Avenue directly to 12th Street, rather than south through the residential neighborhood.

3. Prior to commencement of the use on site, the applicant shall:
   a. Obtain approval of a proportionate share agreement by the Board of County Commissioners and pay all impact and proportionate share fees.
   b. Provide to planning staff written acknowledgement from the state that the proposed recreation facilities will meet or exceed applicable state requirements for child care facilities.

Both the proposed project and staff's recommendation at the end of this report are consistent with the Planning and Zoning Commission's recommendation. As explained in the analysis section of this report, condition 3a. no longer applies to this application and has been eliminated from staff's recommendation.

ANALYSIS

1. Size of Church Parcel: 3.27 acres

2. Zoning Classification: RS-6, Residential Single-Family (up to 6 units/acre)

3. Land Use Designation: L-2, Low Density (up to 6 units/acre)

4. Building Area:  
   Existing: 9,450 sq. ft.  
   Addition (previously approved): 3,120 sq. ft.  
   Total: 12,570 sq. ft.
Note: At this time, the church proposes to construct only 1,764 sq. ft. of the previously approved 3,120 sq. ft. addition. The church will retain the ability to construct the remaining 1,356 sq. ft. of the addition in the future.

5. **Impervious Area:**

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<th>New (previously approved)</th>
<th>Total</th>
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<tr>
<td>Impervious Area</td>
<td>33,528 sq. ft.</td>
<td>2,341 sq. ft.</td>
<td>35,869 sq. ft.</td>
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Note: This new impervious area consists of the proposed 1,764 sq. ft. building addition and adjacent concrete walkways.

6. **Recreation Area:** A 550 square foot temporary outdoor playground area is proposed on the north side of the existing building. This temporary playground will serve the initial child care/pre-school use to be conducted in the existing building. Once the addition is complete, the temporary playground area will be removed and replaced by a 2,000 square foot permanent playground area adjacent to the new building addition. Both recreation areas will be separated from 12th Street by an existing 0.54 acre conservation area along the site’s north boundary.

7. **Traffic Circulation:** The site currently has access to 41st Avenue, and this access location will be used by the child care facility. To minimize the child care facility’s impact upon the residential streets surrounding the site, the church has agreed to instruct parents entering and leaving the child care facility to travel on 41st Avenue directly to 12th Street, rather than through the neighborhood. This will be the most convenient route for most parents.

Prior to the September 14, 2006 Planning and Zoning Commission meeting, the applicant submitted a traffic study for the proposed project. As required at that time, the traffic study assigned trips to all roadway links that received more than 5% of the project’s traffic. Based on these requirements, two trips were assigned to a roadway link that was already over capacity (link 2430S, southbound 27th Avenue between 8th Street and 4th Street). Based on that trip assignment, the applicant was required to enter into a proportionate share agreement in order to meet concurrency requirements. Consequently, one of the Planning and Zoning Commission’s approval recommendations was that the applicant obtain approval of a proportionate share agreement.

Since that time, the county’s traffic study standards have been amended to require the assignment of project trips only to links receiving 8 or more peak-hour project trips for a two-lane road (or 15 or more peak-hour trips for four- and six-lane roads). Because the project assigns fewer than 8 trips to this over-capacity link, a proportionate share agreement is no longer required and the proportionate share condition has been removed from staff’s recommendation.

8. **Off-Street Parking:**

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<td>Off-Street Parking</td>
<td>6 spaces</td>
<td>99 spaces</td>
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9. **Concurrency**: The applicant has applied for both a building permit and an initial/final concurrency certificate. Based on the concurrency requirements that became effective on March 1, 2007, concurrency will be available for the project. After the applicant pays all impact fees for the project, county staff will issue the concurrency certificate for the project.

10. **Landscape Plan**: The proposed landscape plan satisfies LDR landscape requirements for both church and child care uses. Currently, Type “B” buffers exist around the perimeter of the church property. In addition, a 0.54 acre conservation area exists along the north boundary of the site; this conservation area will buffer the proposed recreation areas from 12th Street and surrounding residential properties. Where necessary, existing vegetation will be supplemented by new plant material to satisfy buffer and opaque feature requirements.

11. **Specific Land Use Criteria**: Pursuant to LDR section 971.28(1), the following criteria for child care facilities apply to this project:

1. *The site shall be located on a paved road with sufficient width to accommodate pedestrian and vehicular traffic generated by the use. The facility shall be located near thoroughfares, as designated in the county's major thoroughfare plan, so as to discourage traffic along residential streets in the immediate area;*

   **Note**: The site has frontage on 12th Street, a thoroughfare plan roadway, and has a driveway onto 41st Avenue, a paved street. This connection to 41st Avenue is near 12th Street. To minimize the child care facility's impact upon the residential streets surrounding the site, the church has agreed to instruct parents entering and leaving the child care facility to travel on 41st Avenue directly to 12th Street, rather than through the neighborhood. An existing sidewalk along 41st Street will accommodate pedestrian traffic generated by the child care facility.

2. *Special passenger loading and unloading facilities shall be provided on the same site for vehicles to pick up or deliver clientele. Such facilities shall include driveways that do not require any back-up movements by vehicles to enter or exit the premises;*

   **Note**: A passenger loading/unloading area will be provided and will serve both the existing and future buildings. No back-up movements for vehicles will be necessary.

3. *All regulations of the State of Florida that pertain to the use as presently exists or may hereafter be amended shall be satisfied;*

   **Note**: The facility operator will obtain the appropriate license from the State of Florida.
4. Child care facilities shall provide recreation area(s) and facilities that meet or exceed applicable state standards. The applicant shall supply to the planning division, prior to site plan approval, written acknowledgement from the state that the proposed recreation area(s) and facilities meet or exceed applicable state standards. The applicant shall provide either a six-foot opaque buffer or one hundred fifty-foot setback between all outdoor recreation areas and adjacent residentially designated properties.

Note: As discussed above, an outdoor playground area is to be provided along the north side (12th Street side) of the building. Prior to site plan approval, the applicant shall provide written acknowledgement that these recreation facilities meet or exceed state standards. A 6 ft. opaque buffer is to be provided along the site's north and east boundaries to screen the playground area from residential properties located across 12th Street and 41st Avenue, respectively. The 6 ft. opaque feature will consist of existing vegetation within a conservation easement in the northern part of the site. Existing vegetation will be supplemented with additional plantings where necessary to achieve the 6 ft. opaque feature.

5. A Type "C" buffer will be required, acceptable to the planning department.

Note: An existing Type "B" buffer is located around the perimeter of the site. Therefore, this criterion is satisfied.

12. Surrounding Land Use and Zoning:
North: Sublateral canal, 12th Street, single-family residences / RS-6
East: Single-family residences / RS-6
South: 11th Street, single-family residences / RS-6
West: 41st Avenue, single-family residences / RS-6

RECOMMENDATION

Based on the above analysis, the staff recommends that the Board of County Commissioners find that in conjunction with the recommended conditions:

1. It is empowered under the provisions of Chapter 971 to review the special exception applied for;
2. The granting of the special exception will not adversely affect the public interest;
3. The application satisfies the general and specific criteria required for special exception approval; and
4. The conditions stated below are adequate to ensure compatibility between the special exception
use and surrounding land uses.

Staff further recommends that the Board of County Commissioners grant special exception use approval for the child care/pre-school use with the following conditions:

1. The maximum enrollment at the child care/pre-school facility shall be 50 children.

2. The church shall instruct all parents entering and leaving the child care/pre-school facility to travel north on 41st Avenue directly to 12th Street, rather than south through the residential neighborhood.

3. Prior to commencement of the use on site, the applicant shall provide to planning staff written acknowledgement from the state that the proposed recreation facilities will meet or exceed applicable state requirements for child care facilities.

Attachments:
1. Application
2. Location Map
3. Minutes from September 14, 2007 Planning and Zoning Commission Meeting
4. Site Plan

APPROVED AGENDA ITEM:

FOR: March 6, 2007
BY

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SPECIAL EXCEPTION SITE PLAN
APPLICATION FORM
(SPSE)

COMPUTER ASSIGNED PROJECT #: 96100146-52668
ASSIGNED FILE #: SP-JA-06-04-20

PROJECT NAME (PRINT): Grace Lutheran Church – Day Care
PROPOSED PROJECT USE: Day Care

COORSPONDING PRE-APPLICATION CONFERENCE PROJECT NAME AND IRC ASSIGNED FILE NUMBER (IF ANY):

OWNER: (PRINT)
Grace Lutheran Church
NAME
1150 41st Avenue
ADDRESS
Vero Beach FL
CITY STATE
32960 772-562-2904
ZIP PHONE
Mr. Todd Thompson
CONTACT PERSON

AGENT: (PRINT)
MBV ENGINEERING, INC.
NAME
2455 - 14TH AVENUE
ADDRESS
VERO BEACH FLORIDA
CITY STATE
32960 772-569-0035
ZIP PHONE
Mr. Aaron J. Bowles, P.E.
CONTACT PERSON

PROJECT ENGINEER: (PRINT)
MBV ENGINEERING, INC.
NAME
2455 - 14TH AVENUE
ADDRESS
VERO BEACH FLORIDA
CITY STATE
32960 772-569-0035
ZIP PHONE
Mr. Aaron J. Bowles, P.E.
CONTACT PERSON

PROJECT ARCHITECT: (PRINT)
P.M. Crawford Architect, Inc.
NAME
P.O. Box 6511
ADDRESS
Vero Beach FL
CITY STATE
32961 772-567-1212
ZIP PHONE
Mr. Chris Crawford
CONTACT PERSON

SEE REVERSE SIDE OF THIS FORM
• DOES THE REQUEST INCLUDE A CONCEPTUAL PLAN ONLY OR A CONCEPTUAL AND "FINAL" SITE PLAN? 
  Yes

• AMOUNT OF NEW IMPERVIOUS SURFACE: (SQ.FT) 0

• SITE ADDRESS: 1150 41st Avenue

• SITE TAX ID(S): 33-39-10-00001-0120-00004.0

• IS ALL OR A PORTION OF PROJECT IN ENVIRONMENTALLY SENSITIVE AREA AS DESIGNATED ON THE COMPREHENSIVE PLAN OR ADDRESSED IN A PRE-APP CONFERENCE? YES X NO

• FLOOD ZONE: X

• ZONING: RS-6 CLUP: L-2

• TOTAL (GROSS) ACREAGE OF PARCEL: 3.27

• AREA OF DEVELOPMENT (NET) ACREAGE: 3.27

• PROPOSED CHANGES TO EXISTING DEVELOPMENT (IF APPLICABLE): N/A

A. NUMBER OF UNITS: FROM _______ TO _______

B. DENSITY: FROM _______ UNITS PER ACRE - TO _______ UNITS PER ACRE

• CHANGES IN USES BY SQUARE FEET GROSS BUILDING AREA

  USE: FROM 4125 SQ. FT. Sunday School classes/meeting rooms

  USE TO 4125 SQ. FT. Day Care/Sunday School Classes

• COMMENTS: Building is permitted as Sunday School and is now being proposed to add use of day care also.

FOR OFFICE USE ONLY:
DATE RECEIVED: 1 / 1 /
DATE APPLICATION COMPLETE: 1 / 1 /
REVIEWING PLANNER: 1
Mr. Cahoy wanted to know if there were other stealth towers in IRC. Mr. Boling responded there were two currently within the County.

ON MOTION BY Mr. Hamner, SECONDED BY Mr. Chisholm, the members voted unanimously (5-0) to approve the request for administrative permit use approval as presented.

Public Hearings

Chairman Keys read the following into the record:

A. **Grace Lutheran Church:** Request for special exception use approval for a childcare/pre-school use. Grace Lutheran Church, Owner. MBV Engineering, Inc., Agent. Located at 1150 41st Avenue. Zoning Classification: RS-6, Residential Single-Family (up to 6 units/acre). Land Use Designation: L-2, Low Density (up to 6 units/acre). (SP-SE-06-04-20/96100146-52668) [Quasi-Judicial]

Mr. Freeman reviewed the information contained in his memorandum, a copy of which is on file in the Commission Office.

Mr. Chisholm inquired how the traffic impact, which would be caused by the daycare with 50 students Monday thru Friday, would be different than church traffic on Sunday. Mr. Freeman responded the peak hours calculating traffic for the church on Sunday was when traffic volumes would be at their lowest, and the peak hour uses for the daycare would be during the higher traffic volumes.

Mr. Hamner asked with the new Proportionate Share Policy, would the applicant being a contributor to the proportionate share funds, increase the time frame for getting road improvements done. Mr. Keating replied negatively, but stated when trips had been vested based on the improvement projects planned, the development to those improvements would then be more committed to be in the Five Year Work Program.

Mr. Cahoy wanted to know if the perimeter buffer proposed as a Type "B" was greater that what was required. Mr. Freeman responded there
were existing buffers for the church that were greater than what was required for the daycare use.

Mr. Cahoy queried if there were any stipulations the building would have to remain strictly for daycare use. Mr. Freeman reported the building was actually going to be used as a multi-purpose building housing the daycare as well as classrooms for the church activities.

Mr. Christopher asked how much the church would be paying for their proportionate share costs. Mr. Chris Mora, IRC Assistant Public Works Director, replied the costs were greater than $11,000, noting there would be impact fees added to that amount.

A lengthy discussion was held regarding how the traffic counts were calculated.

Chairman Keys wondered if there would be a left turn lane on the intersection of 12th Street and 43rd Avenue. Mr. Mora responded when 43rd Avenue was widened, there would be left turn lanes added to all four approaches to all the intersections along with expanding traffic signalization to include left turn green arrows in all four directions. Chairman Keys questioned if the turn lane could extend from 41st Avenue to 43rd Avenue to accommodate the church.

Mr. Brian Good, representing Kimley-Horn and Associates, related he had performed turning movement counts at the intersection of 41st Avenue and 12th Street, and the total counts fell below the County’s count requirements. Chairman Keys requested the possibility be considered for the elongation of the turn lane by the County to assist with the traffic flow to the church.

Chairman Keys opened the public hearing at 7:45 p.m. and since no one cared to speak, the public hearing was closed.

ON MOTION BY Mr. Hamner, SECONDED BY Mr. Chisholm, the members voted unanimously (5-0) to approve the request for special exception use as presented.
A. **Grace Lutheran:** Request to modify a condition of the special exception use approval for the Grace Lutheran child care/pre-school facility, to increase enrollment from 50 to 66 children. Grace Lutheran Church, Owner. Ann Holmes, Agent. Located at the southeast corner of 12th Street and 41st Avenue. Zoning Classification: RS-6, Residential Single-Family (up to 6 units per acre). Land Use Designation: L-2, Low Density 2 (up to 6 units per acre). (AA-12-08-76 / 96100146-68526) [Quasi-Judicial]

Mr. McCoy reviewed the information contained in his memorandum dated August 20, 2012 and gave a PowerPoint presentation, copies of which are on file in the Commission Office. He concluded with staff's recommendation that the PZC recommend that the Board of County Commissioners approve modifying the child care/pre-school special exception use enrollment cap condition to allow a maximum enrollment of 66 children.

Vice-Chairman Tripson inquired if all the neighbors had been notified of his hearing. Mr. McCoy responded all the neighbors within 300 feet of the property had been notified and staff had not been contacted by anyone.

Mr. Rednour asked if the maximum capacity of the facility was based on the building size. Mr. McCoy related with the State criteria the maximum they could service without doing extensive renovations and significant improvements would be 66.

Vice-Chairman Tripson opened the public hearing at 7:20 p.m., and since no one wished to speak the public hearing was closed.

**ON MOTION BY Mr. Emmons, SECONDED BY Mr. Brognano,** the members voted unanimously (5-0) to approve staff's recommendation to recommend that the Board of County Commissioners approve modifying the child care/pre-school special exception use enrollment cap condition to allow a maximum enrollment of 66 children.

**Commissioners Matters**

There were none.
MEMORANDUM

TO: Board of County Commissioners

FROM: Alan S. Polackwich, Sr., County Attorney

DATE: October 2, 2012

SUBJECT: Public Hearing – Ordinance Relating to Supervision of Commissioner Assistants, and Deleting References to Executive Aide

BACKGROUND.

On September 11, 2012, the Board of County Commissioners voted to reorganize the Commissioner assistants in a “pool” arrangement, and to place the assistants under the supervision of the County Administrator, or his designee. This change necessitates an amendment to section 101.08 of the Code of Indian River County, which is based on the assumption that each Commissioner has and supervises his own assistant. Also, in preparing the amendment to section 101.08, it was noted that two related sections, 100.02(4) and 101.05, still contain references to the Executive Aide, although that position was eliminated in 2007.

Thus, the proposed ordinance implements the decision of September 11, 2012, and deletes the remaining references to the Executive Aide position.

FUNDING.

No funding is required by the ordinance. In fact, the decision to reduce the number of assistants and organize them in a pool arrangement will save the County money.
RECOMMENDATION.

The County Attorney recommends that (1) the Chairman open the public hearing, receive input from the public, and then close the public hearing, and (2) the Board adopt the proposed ordinance.

ATTACHMENT(S).

Proposed Ordinance

ASP:LAC
AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, AMENDING SECTIONS 100.02(4), 101.05 AND 101.08 OF THE CODE OF INDIAN RIVER COUNTY; DELETING REFERENCES TO THE EXECUTIVE AIDE; DELETING LANGUAGE REGARDING SUPERVISION OF COMMISSIONER ASSISTANTS; MAKING FINDINGS AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the individual Commissioners are in need of administrative assistance in discharging the responsibilities of their office; and

WHEREAS, the number of assistants assigned to the Commissioners, and the organizational structure of the assistants, has changed over the years, ranging in recent years from three assistants reporting to an Executive Aide, to five assistants reporting directly to the Commissioners (after elimination of the Executive Aide position in 2007), to the most recent arrangement of three assistants reporting directly to the Commissioners; and

WHEREAS, despite elimination of the office of Executive Aide in 2007, references to the position still exist in sections 100.02(4) and 101.05 of the Code of Indian River County ("Code"), which references should be deleted; and

WHEREAS, at its meeting on September 11, 2012, the Board of County Commissioners voted to reorganize the Commissioner assistants in a "pool" arrangement (such that each assistant will be available to assist each Commissioner), and to place the assistants under the supervision of the County Administrator, or his designee; and

WHEREAS, in light of such reorganization, it is necessary to delete certain language from section 101.08 of the Code of Indian River County ("Code") relating to supervision of the Commissioner assistants,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA:

Section 1. Findings.

The Board finds that the above "Whereas" clauses are true and correct, and hereby incorporates such clauses as findings of the Board.

Section 2. Amendment of Section 101.08 of the Code.

Sections 100.02(4), 101.05 and 101.08 of the Code of Indian River County, Florida, are hereby amended to read as follows (new language indicated by underline and deleted language indicated by strikethrough):
ORDINANCE 2012-____

Section 100.02. Construction of Code; definitions.

In the construction of the Code the following rules shall be observed unless this construction would be inconsistent with the clear intent:

1. General rule. The Code is subject to the same rules of construction as are Florida Statutes.

2. Board, commission. The words "board" or "commission" shall mean the board of county commissioners of Indian River County unless some other board or commission reference is evident.

3. County. The word "county" shall mean Indian River County.

4. County officer. The words "county officer" shall mean the county administrator, or the county attorney, or the executive aide to the commission.

* * *

Section 101.05 The county administrator.

1. The county administrator shall be qualified by education, professional public service, and administrative and managerial ability. The administrator shall be responsible for the administration of all departments of the county except constitutional officers and their employees, and the county attorney and staff, and the executive aide and staff. The administrator shall also be responsible for the proper administration of all affairs under the jurisdiction of the county. The administrator's authority and duty shall include, but not be limited to, the following powers and duties for areas under his jurisdiction:

   a. Formulate and initiate overall policies for presentation to the board of county commissioners.

   b. Administer and carry out the directives and policies of the board and enforce all orders, resolutions, ordinances, and regulations of the board in a fair, nondiscriminatory manner.

   c. Provide the board, upon request, with data or information concerning county government and to provide advice and recommendations on county government to the board.

   d. Supervise the care and custody of all county property.

   e. Develop and implement a position classification and pay plan for all positions in county service.

   f. Develop, install, administer, and maintain personnel and purchasing procedures.

   g. Organize the work of county departments and determine the organization of same.
ORDINANCE 2012-____

h. Select, employ, and supervise all personnel and fill all vacancies or positions.

i. Suspend, discharge, or remove any employee subject to applicable personnel rules.

j. Negotiate leases, contracts, and other agreements, including consultant services, for the county subject to the approval of the board and make recommendations concerning the nature and location of county improvements.

k. See that all terms and conditions and all leases, contracts, and agreements are performed and notify the board of any noted violation thereof.

l. Attend meetings of the board with authority to participate in the discussions of any matter.

m. Establish county and employee incentive functions and to expend county funds for such purposes. This authorization shall include the right to spend money for employee awards, payments of the cost of employee functions, incentive programs, cash awards for incentive programs, supplying of materials, supplies, uniforms for county athletic teams, sick leave bonuses, retirement dinners or awards, and longevity awards.

n. Prepare and submit to the commission the annual county budget and capital program which shall include in separate sections the budget prepared and presented by the elected county officers for the annual operations and capital programs of their offices. The administrator shall execute that part of the budget placed in the administrator's charge in accordance with appropriations and ordinances adopted by the commission.

o. Regularly examine the accounts, records, and operations of every county department, office or agency under his direction. The administrator shall make regular monthly reports to the commission on county affairs, keep the commission fully advised on the financial condition of the county, and make recommendations on county affairs as the administrator deems desirable.

p. Represent the county and its interests with other units and levels of government.

q. Perform any other duties as may be required by the board.

r. Prepare the agenda for regular or special meetings of the commission and any workshop sessions.

s. By letter filed with the commission, designate a qualified county administrative officer or county employee to exercise the powers and perform the duties of the administrator during the administrator's temporary absence or disability. Notwithstanding such designation, the commission may by resolution designate a qualified person to perform the duties of the administrator during the absence, disability or suspension of the administrator or during any vacancy in the office of administration.
It is the intent of the commission to delegate no governmental power of the board of county commissioners as the governing body of the county pursuant to section 1(e), article VIII of the state constitution.

u. The county administrator, or his designee, after proper coordination with interested entities and review by the county attorney, may execute on behalf of the county releases of side or rear lot easements that are unnecessary because of the joining of lots to form a building parcel. If the application for release of easement is denied, the applicant may appeal the decision to the board of county commissioners.

* * *

Section 101.08. Board-employee relations.

Except as provided in section 101.03 and with regard to supervision of their commissioner assistant in accordance with personnel rules of the county, neither the board nor any of its members shall in any manner dictate the appointment or removal of any county employee nor shall the board or any of its members give orders or directions to any county employee. The board or its members shall proceed on all matters through the appropriate county officer. Nothing in this section shall preclude a board member from communicating with a county employee for the purpose of inquiry or information.

Section 3. Severability.

If any part of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the remainder of this ordinance shall not be affected by such holding and shall remain in full force and effect.

Section 4. Codification.

It is the intention of the Board of County Commissioners that the provision of this ordinance shall become and be made part of the Indian River County Code, and that the sections of this ordinance may be renumbered or re-lettered and the word ordinance may be changed to section, article or such other appropriate word or phrase in order to accomplish such intention.

Section 5. Effective Date.

This ordinance shall become effective upon enactment by the Board of County Commissioners and filing with the Department of State.
ORDINANCE 2012-__

This ordinance was advertised in the Vero Beach Press Journal, on the __ day of ____________, 2012, for a public hearing to be held on the __ day of ____________, 2012, at which time it was moved for adoption by Commissioner ______________, seconded by Commissioner ______________, and adopted by the following vote:

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

The Chairman thereupon declared the ordinance duly passed and adopted this __ day of ____________, 2012.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: ____________________________
Gary C. Wheeler, Chairman

ATTEST: Jeffrey R. Smith, Clerk of Court and Comptroller

Approved as to form and legal sufficiency:

By: ____________________________
Deputy Clerk

Alan S. Polackwich, Sr., County Attorney

EFFECTIVE DATE: This ordinance was filed with the Department of State on the __ day of ____________, 2012.
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: September 28, 2012

SUBJECT: Notice of Scheduled Public Hearings 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 October 9, 2012.

DESCRIPTION AND CONDITIONS:

Please be advised that the following public hearing items have been scheduled for Board consideration:

October 23, 2012

1. Graves Brothers’ Request: to rezone ± 9.98 Acres located at the southwest quadrant of Old Dixie Highway and C.R. 510 from CH, Heavy Commercial District, to CG, General Commercial District. (Quasi-Judicial)

2. County Initiated Request to amend the text of the Future Land Use, and Recreation and Open Space Elements and the Potable Water Sub-Element of the county’s comprehensive plan. (Legislative)

RECOMMENDATION:

The above referenced public hearing items are provided for the Board’s information. No action is needed at this time.
**APPROVED AGENDA ITEM:**

**FOR:** October 9, 2012

**BY:**

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TO:         Joseph A. Baird; County Administrator  
FROM:       Robert M. Keating, AICP; Community Development Director  
DATE:       October 1, 2012  
SUBJECT:    Presentation of On-Line Permit Search Application  

It is requested that the data herein presented be given formal consideration by the Board of County Commissioners at its regular meeting of October 9, 2012.

DESCRIPTION & CONDITIONS

Recently, County staff completed development of an on-line permit search application. That application has now been installed on the home page of the County's website and is currently functional.

As structured, the on-line permit search application allows the public to search the County's building permit database by address to determine the status of any permits issued for an address. Because the County does building permitting for the City of Vero Beach, the on-line permit search application provides information regarding building permits associated with properties within Vero Beach as well as properties located in the unincorporated county. Since the other municipalities in the County have separate building permit systems, the on-line permit search application does not include information for permits associated with addresses in the other municipalities.

Through the on-line permit search application, someone can determine whether permits have been applied for or issued for a particular property in the unincorporated area or in the City of Vero Beach. For any permit that has been issued, the on-line permit search shows the permit status. As such, the on-line permit search application can identify any expired (open) permits that are associated with a property.

At the October 9, 2012 meeting, staff will provide a brief demonstration of the on-line permit search application.
RECOMMENDATION

This is an informational item. No action is necessary.

APPROVED AGENDA ITEM:

FOR: October 9, 2012
BY: [Signature]

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INDIAN RIVER COUNTY, FLORIDA
DEPARTMENT OF UTILITY SERVICES
AGENDA ITEM

DATE: OCTOBER 3, 2012
TO: JOSEPH A. BAIRD, COUNTY ADMINISTRATOR
FROM: W. ERIK OLSON, DIRECTOR OF UTILITY SERVICES
SUBJECT: DEVELOPER AGREEMENT FOR THE INSTALLATION OF MASTER PLAN WATER MAIN 92ND COURT, VERO LAKE ESTATES

BACKGROUND

In 2005, the utility department had received numerous inquiries regarding the county providing water supply and fire protection within the Vero Lake Estates Community. Subsequently, utility staff made a presentation to the Board of County Commissioners about providing water service along with general improvements to roads and drainage improvements.

Because of the extensive costs to provide the considered services, the Board of County Commissioners, in 2007, approved the design of Master Plan water lines throughout much of the Vero Lake Estates Community rather than the general improvements that had been considered earlier. In Oct. 2008, the Utility Dept. received clearance from FDEP to allow the residents of Vero Lake Estates to connect to the newly constructed water lines. Customers connecting to the water lines would be required to pay standard Line Extension fees as required with Master Plan Lines.

Since the construction of the water lines within Vero Lake Estates, the Utility Dept. has received numerous requests for additional lines and fire protection in roads where water lines had not been constructed. Recently, the Utility Dept. received a request from two property owners on 92nd Ct. for water lines to be constructed. In that there were no immediate plans for the Utility Dept. to construct additional lines on 92nd Ct., the residents offered to act as Developers to construct a Master Plan water line to not only serve their lots, but would also be available for other residents should the line be further extended.

The Utility Dept. has been subsequently working with the residents to allow for the additional water line to be constructed under the same rules as would any Developer when constructing an Offsite Master Plan water line.

The water lines have been constructed and the Utility Dept. and the Developers wish to enter into a Developer Agreement that will reimburse the Developer for the Master Plan lines less the costs of the project obligated to be paid for by the Developer.

RECOMMENDATION

Staff recommends the Board approve the Developer Agreement attached and allow for the reimbursement to the Developer for the cost of the lines ($21,729.24) less Developers share of the line extension fees ($4,275.00) for a net reimbursement of $17,454.24.
**FUNDING**

Funds for this project are derived from the capital fund. Capital fund revenues are generated for impact fees. Furthermore, new growth has created the need for the expansion.

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**ATTACHMENTS**: Exhibits A, B & C

**APPROVED FOR AGENDA:**

By: [Signature]

Joseph A. Baird, County Administrator

Date: October 9, 2012

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AGREEMENT FOR THE CONSTRUCTION OF OFF-SITE UTILITIES

THIS AGREEMENT by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida, the address of which is 1801 27th Street, Vero Beach, Florida 32960 (hereinafter the "COUNTY") and, JESSE ROLAND AND CATHERINE MICHELLE BARTON-ROLAND whose address is 7760 92nd Court, Vero Beach, Florida 32967 and JONATHAN BLAKE GOWEN AND DEBBIE SUE GOWEN whose address is 7805 92nd Court, Vero Beach, Florida 32967, (hereinafter Roland and Gowen shall be referred to as the DEVELOPER) is effective upon execution by all parties.

WHEREAS, the DEVELOPER is desirous of obtaining County drinking water at its residences; and

WHEREAS, the county owns and maintains a water line that runs along 79th Street approximately 800 feet to the north of Developer's residences; and

WHEREAS, the DEVELOPER, is willing to construct the needed improvements necessary in order to bring County water service to its residences located at 7760 and 7805 92nd Court, Vero Beach, Florida, and in so doing, will make County water service available to 10 other residences along 92nd Court, as more specifically described in Exhibit "A" incorporated by reference herein; and

WHEREAS, pursuant to Section 918.05, The Code of Indian River County (Ordinance 90-16, as amended), the COUNTY, requires the DEVELOPER to provide the utility improvements to serve the regional area up front, and agrees to reimburse the DEVELOPER, as provided herein, for the cost of providing these off-site utilities.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the COUNTY and DEVELOPER agree as follows:

1. DEVELOPER OBLIGATIONS FOR CONSTRUCTION OF OFF-SITE UTILITIES:
The DEVELOPER shall construct the necessary off-site utilities described herein as directed by the Indian River County Utilities Department as listed below:

A. 6" Water Main (Part of Master Plan):
The DEVELOPER shall furnish and install a 6" PVC Water Main along the Western Right of Way of 92nd Court from 79th Street to 78th Place (see Exhibit "B").

B. Assignability:
Either party may assign this Agreement. However, the rights granted herein shall run with the land and are not the personal property of the DEVELOPER. Therefore, while the DEVELOPER has the right under this Agreement to freely transfer the rights and obligations granted by this Agreement, the assignee shall not have the right to transfer these rights to another property unless this Agreement is amended in writing by the assignee and the COUNTY.

C. Construction Plans, Technical Specifications and Contract Documents:
The DEVELOPER agrees to complete a final set of construction drawings and make submission for a Utilities Construction Permit to the Indian River County Utilities Department and Florida Department
of Environmental Protection (FDEP). The DEVELOPER shall not commence construction until all permits are approved and obtained.

D. DEVELOPER’s Obligations:
The DEVELOPER shall prepare at its own expense, plans, specifications, Agreement, advertisement, general conditions, hereinafter referred to as the “contract documents”, for the lines and facilities necessary to deliver the water utilities from the COUNTY’S facilities. All plans and specifications shall be subject to the COUNTY’s approval prior to the DEVELOPER’s application. The DEVELOPER shall be responsible for all costs associated with the design, permitting and construction of the offsite facilities (which includes but is not limited to transmission lines, valves, fittings, hydrants, meters, and associated appurtenances) whether designed, permitted or constructed by the DEVELOPER or the COUNTY.

The DEVELOPER shall be deemed in possession of the potable water on the DEVELOPER’s side of the water meter, however the DEVELOPER shall not be deemed to own the water, and the transfer or sale of water by the DEVELOPER is prohibited.

The DEVELOPER may not transfer or sell water capacity to any party for use off-site of the property.

E. Easements:
The DEVELOPER shall convey to the COUNTY a utility easement for the water utilities for the COUNTY to install, maintain, operate and monitor the water and utilities, within the private right-of-way including, but not limited to, water lines, services, meters, and related utility structures.

After the COUNTY’S final inspection of the off-site water facilities for conformance with the approved plans and specifications, the DEVELOPER shall convey all the off-site facilities together with an interest in land, as may be required by the COUNTY, to the COUNTY. The conveyance shall include any of the following documents as may be required by the COUNTY, in a form acceptable to the COUNTY:

a) Bill of Sale
b) Grants of Easements
c) Maintenance Bond
d) Record Drawings (hard copy and electronic format – AutoCAD rel. 14.0 or higher)

F. Insurance and Indemnification:
The DEVELOPER hereby releases and holds harmless the COUNTY, and the COUNTY’s officers, employees and agents, from and against any and all claims for damages, costs, third party claims, judgments, and expense to persons or property that may arise out of, or be occasioned by, any work contemplated by this agreement, or from any act or omission of any representative, agent, client, and/or employee of DEVELOPER, and DEVELOPER shall indemnify the COUNTY against any such claims and any judgments that may be entered in connection therewith, including attorney fees. DEVELOPER shall indemnify the COUNTY against any claim for damage that any utility, whether publicly or privately owned, may sustain or receive in connection with any work contemplated by this agreement. DEVELOPER shall not make any claim of any kind or character whatsoever against the COUNTY for damages that may suffer by reason of the installation, construction, reconstruction, operation, and/or maintenance of any public improvement, or utility, whether presently in place or which may in the future be constructed or installed, including but not limited to, any water and/or sanitary sewer mains and/or storm sewer facilities, and whether such damage is due to flooding, infiltration, backflow, and/or seepage caused from the failure of any installation, natural causes, or from any other cause of whatsoever kind or nature. It is the intention of this indemnification
agreement on the part of DEVELOPER, and a condition of this agreement, that it shall be full and
total indemnity against any kind or character of claim whatsoever that may be asserted against the
COUNTY. DEVELOPER hereby agrees to defend any and all suits, claims, and causes of action
brought against the COUNTY arising out of or in connection with any work contemplated by this
agreement, and DEVELOPER agrees to pay any judgment or judgments, including attorney fees, that
may be rendered against the COUNTY or against the COUNTY’s officers, employees or agents in
connection therewith.

G. Maintenance Bond:
The DEVELOPER agrees to convey all right, title, and interest in the aforementioned utility
improvements to INDIAN RIVER COUNTY and provide a Maintenance Bond, subject to the
COUNTY’s approval, issued by a reputable surety company authorized to do business in the State of
Florida, for a period of one year after the COUNTY’s acceptance of the improvements. The value of
the Maintenance Bond shall be 25 percent of the total construction value of the utility improvements.
At the COUNTY’s sole discretion, the COUNTY may accept a Letter of Credit, drawn on a reputable
financial institution located within 200 miles of Vero Beach, Florida, in lieu of a surety bond.

H. Permits:
The DEVELOPER shall be responsible for obtaining all construction and operating permits required
for the construction, delivery, use and monitoring of the water distributed to and collected from the
subject property. If, through no fault of the parties involved, any federal, state or local government or
agency (excluding the COUNTY) fails to issue necessary permits, or fails to grant necessary
approvals, or requires a material change in the system, then to the extent necessary and if possible, the
parties agree to negotiate an amendment to the Agreement to reflect the change in condition. If the
COUNTY determines that it is impossible or impracticable to perform under the terms of this
Agreement because of the above, then this Agreement shall terminate and the parties shall have no
further obligations to each other.

The DEVELOPER shall comply with reasonable request by the COUNTY concerning on-site
operations and maintenance including but not limited to all FDEP regulations relating to
bacteriological and hydrostatic testing, cross connection control, monitoring, color-coding of water and
equipment.

2. COUNTY OBLIGATIONS:

A. Reimbursement:
The COUNTY shall reimburse the DEVELOPER pursuant to the provisions of Section 201.11, The
Code of Indian River County, for funds advanced by DEVELOPER to construct facilities in
accordance with the COUNTY’S Master Plan, less the cost of the DEVELOPER’S front footage Line
Extension Fees, as set forth below. Compensation shall be in the form of a check from the COUNTYN
and shall not exceed the amount of $17,454.24 (see Exhibit “C”).

The COUNTY shall reimburse the DEVELOPER based on an itemized invoice of the installed
material on a complete basis, less the DEVELOPER’S share of Line Extension Fees, after the above-
referenced facilities are dedicated to and accepted by the COUNTY. The DEVELOPER’S share for
this portion is tabulated below:

<table>
<thead>
<tr>
<th>Frontage</th>
<th>Total Frontage</th>
<th>Cost per Front Footage ($/ft.)</th>
<th>Developer Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>380</td>
<td>380</td>
<td>$11.25</td>
<td>$4,275</td>
</tr>
</tbody>
</table>
3. BIDDING AND AWARD:
The DEVELOPER shall cause the DEVELOPER’s consulting engineer to review the bids and to make a written recommendation to the County’s Department of Utility Services for award of the bid to a licensed and qualified utility contractor. The term “qualified” shall be as determined by the County. The COUNTY’s reimbursement of construction costs to the DEVELOPER shall be conditioned upon the approval of all project costs by the County’s Department of Utility Services. Bid proposals and engineering costs related to the work described herein shall be subject to prior approval by County’s Department of Utility Services. The DEVELOPER shall not commence work unless the County’s Department of Utility Services provides written approval of the final construction cost and the final project cost.

4. MISCELLANEOUS:

A. Amendment:
This Agreement may be modified only by a written instrument executed by all parties to the Agreement.

B. Authority:
Each party hereto represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

C. Captions:
Captions, if included, 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.

D. Definition
All pronouns shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the party or parties may require.

E. Entire Agreement
This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there is no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein.

F. Governing Law & Jurisdiction:
This Agreement shall be governed by the laws of the State of Florida and the laws of the United States pertaining to transactions in such state, and all actions arising out of this Agreement shall be brought in Indian River County, Florida, or, in the event of federal jurisdiction, the United States District Court for the Southern District of Florida. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof. Accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

G. Multiple Counterparts:
This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) Agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party to be charged.
H. Recording of Agreement:
This Agreement may be recorded in the official records of Indian River County by the COUNTY. If recorded, the obligations defined in this Agreement shall run with the land and shall bind subsequent owners of the property for the term of this Agreement. The DEVELOPER shall pay for all recording cost.

I. Severability / Invalid Provision:
If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

J. Term:
The term of this Agreement is five (5) years. Unless otherwise agreed to by the parties in writing, this Agreement shall not be renewed automatically for successive terms. Notwithstanding the foregoing, this Agreement shall be coterminous with FDEP Permit for construction and with the County’s Utility Construction Permit, whichever provides a shorter time period, but shall be not more than five (5) years from the date of issuance. The County may terminate this Agreement early in its sole discretion if it determines that the development project intended to be served by the improvements is suspended or discontinued.

K. Time of Essence:
Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

-THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY-
IN WITNESS WHEREOF, the COUNTY and the DEVELOPER have accepted, made, and executed this Agreement as follows:

Sign  
Witness as to Both  
Printed name:  

By  
Jesse Roland

Sign  
Witness as to Both  
Printed name: 

By  
Catherine Michelle Barton-Roland

STATE OF FLORIDA   
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 18th day of September, 2012, by Jesse Roland and Catherine Michelle Barton-Roland, who are personally known to me or who each has produced a Florida Driver’s License as identification.

NOTARY PUBLIC

State of Florida  
County of Indian River

The foregoing instrument was acknowledged before me this 18th day of September, 2012, by Jonathan Blake Gowen and Debbie Sue Gowen, who are personally known to me or who each has produced a Florida Driver’s License as identification.

NOTARY PUBLIC

STATE OF FLORIDA   
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 17th day of September, 2012, by Jonathan Blake Gowen and Debbie Sue Gowen, who are personally known to me or who each has produced a Florida Driver’s License as identification.

NOTARY PUBLIC
EXHIBIT "A"

92nd COURT WATER MAIN EXTENSION

LEGEND

● = BENEFITTING PROPERTIES

★ = DEVELOPERS PROPERTIES
EXHIBIT “C”
Itemized List of Expenses

County Obligation (Master Plan Water Main):

Engineering  = $7,604.24
Permitting   = $1,150.00
Construction = $12,975.00
Total       = $21,729.24*

Developer Obligations (Line Extension Fees):

Gowen Front Footage  = 150 LF
Roland Front Footage = 230 LF
Total Front Footage  = 380 LF
Line Extension Fees = $11.25 x 380' = $4,275.00*

County Obligation ($21,729.24) – Developer Obligation ($4,275) = Reimbursement Amount $17,454.24

*Please refer to the following attachments for project invoices and fee schedules.
INVOICE

For professional services rendered on the above referenced project for the period ending September 19, 2012.
Charges or payments made after closing date are not reflected in this invoice.
Please include invoice number with all payments. A service charge of 1.5% per month will be billed for late payments.

<table>
<thead>
<tr>
<th>Project ID</th>
<th>Project Name</th>
<th>Contract Amount</th>
<th>% Complete</th>
<th>Previously Billed</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-192:COA</td>
<td>92nd Ct. Waterline Extension - CONST ADMIN</td>
<td>$3,550.00</td>
<td>100.00</td>
<td>$2,847.50</td>
<td>$702.50</td>
</tr>
</tbody>
</table>

Reimbursable Expenses:

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Cost</th>
<th>Amount</th>
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<tr>
<td>Delivery Charge</td>
<td>1.00</td>
<td>$15.00</td>
<td>$15.00</td>
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<tr>
<td>Mileage</td>
<td>160.00</td>
<td>$0.55</td>
<td>$88.00</td>
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<tr>
<td>Prints</td>
<td>1.00</td>
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</tr>
<tr>
<td>UPS</td>
<td>1.00</td>
<td>$16.07</td>
<td>$16.07</td>
</tr>
</tbody>
</table>

Total Expenses: $121.57
Sub-Total: $824.07
Current Period Charges: $824.07
Past Invoices: $1,914.47

Total Amount Due Including This Invoice: $2,738.54

To avoid late fees pay before Due Date: 10/19/2012

If you have reason to believe this billing is incorrect please notify us via e-mail; billing@mbveng.com
To: Mr. Jesse Roland  
7760 92nd Court  
Vero Beach FL 32967

Re: 12-192: COA-ADD  
92nd Ct. Waterline Exten CONST ADMIN - ADD SERV

INVOICE

For professional services rendered on the above referenced project for the period ending September 19, 2012.

Charges or payments made after closing date are not reflected in this invoice.

Please include invoice number with all payments. A service charge of 1.5% per month will be billed for late payments.

Total Amount Due Including This Invoice: $1,014.70

To avoid late fees pay before Due Date: 10/19/2012

If you have reason to believe this billing is incorrect please notify us via e-mail: billing@mbveng.com

Aded 9/19/12  
for invoices 12-0884  
and 12-0883

Pay to the order of MBV ENGINEERING $3,753.24
THREE-THOUSAND FIFTY-THREE 24/100 Dollars

Space Coast Credit Union

For ENGINEERING  
Catherine M Barton-Roland

Check 21 requires paper processing of this check.
INVOICE

For professional services rendered on the above referenced project for the period ending June 29, 2012. Charges or payments made after closing date are not reflected in this invoice. Please include invoice number with all payments. A service charge of 1.5% per month will be billed for late payments.

<table>
<thead>
<tr>
<th>Project ID</th>
<th>Project Name</th>
<th>Contract Amount</th>
<th>% Complete</th>
<th>Previously Billed</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-192:</td>
<td>92nd Cl Waterline Ext - CIVIL</td>
<td>$2,750.00</td>
<td>100.00</td>
<td>$2,750.00</td>
<td>$0.00</td>
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</tbody>
</table>

Reimbursable Expenses:

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copies</td>
<td>36.00</td>
<td>$0.25</td>
<td>$9.00</td>
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<tr>
<td>Mileage</td>
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<td>$0.55</td>
<td>$3.30</td>
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<tr>
<td>Postage</td>
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<td>$1.70</td>
<td>$1.70</td>
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<tr>
<td>Prins</td>
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<td>$50.00</td>
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</table>

Total Expenses: $64.00
Sub-Total: $64.00
Current Period Charges: $64.00
Total Amount Due Including This Invoice: $64.00

Account Summary

<table>
<thead>
<tr>
<th>Services BTD</th>
<th>Expenses BTD</th>
<th>Billed To Date</th>
<th>Paid To Date</th>
<th>Late Fees Owed</th>
<th>Balance Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,750.00</td>
<td>$0.00</td>
<td>$2,846.00</td>
<td>$2,782.00</td>
<td>$0.00</td>
<td>$64.00</td>
</tr>
</tbody>
</table>

If you have reason to believe this billing is incorrect, please notify us via e-mail: billing@mbveng.com

Michelle Barton-Roland
Jesse Roland
7750 92nd Court
Vero Beach, FL 32967
Pay To: The Order Of MBV Engineering

[Signature]

SPACE COAST CREDIT UNION

For Engineering Fees

[Signature]

226
To: Mr. Jesse Roland
7760 92nd Court
Sebastian FL 32958

INVOICE

For professional services rendered on the above referenced project for the period ending May 25, 2012.

Charges or payments made after closing date are not reflected in this invoice.

Please include invoice number with all payments. A service charge of 1.5% per month will be billed for late payments.

<table>
<thead>
<tr>
<th>Project ID</th>
<th>Project Name</th>
<th>Contract Amount</th>
<th>% Complete</th>
<th>Previously Billed</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-192:COA</td>
<td>92nd Ct. Waterline Extension - CONST ADMIN</td>
<td>$3,350.00</td>
<td>30.00</td>
<td>$0.00</td>
<td>$1,005.00</td>
</tr>
</tbody>
</table>

Current Period Charges: $1,005.00

Total Amount Due Including This Invoice: $1,005.00

To avoid late fees pay before Due Date: 7/21/2012

If you have reason to believe this billing is incorrect please notify us via e-mail: billing@mbveng.com

Michelle Barton-Roland
MBA
7760 92nd Court
Vero Beach, FL 32966

Pay To
This Order Of MBV ENGINEERING

THREE THOUSAND EIGHTY-SEVEN

SPACE COAST CREDIT UNION

For ENGINEERING WATER SERVICE

1237
INVOICE

For professional services rendered on the above referenced project for the period ending May 25, 2012. Charges or payments made after closing date are not reflected in this invoice. Please include invoice number with all payments. A service charge of 1.5% per month will be billed for late payments.

<table>
<thead>
<tr>
<th>Project ID</th>
<th>Project Name</th>
<th>Contract Amount</th>
<th>% Complete</th>
<th>Previously Billed</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-192:</td>
<td>92nd Ct. Waterline Ext - CIVIL DESIGN PERMITTING</td>
<td>$2,750.00</td>
<td>100.00</td>
<td>$0.00</td>
<td>$2,750.00</td>
</tr>
</tbody>
</table>

Reimbursable Expenses:

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copies</td>
<td>8.00</td>
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</tr>
<tr>
<td>Prints</td>
<td>12.00</td>
<td>$2.50</td>
<td>$30.00</td>
</tr>
</tbody>
</table>

Total Expenses: $32.00
Sub-Total: $2,782.00
Current Period Charges: $2,782.00

Total Amount Due Including This Invoice: $2,782.00

To avoid late fees pay before Due Date: 7/21/2012

If you have reason to believe this billing is incorrect please notify us via e-mail: billing@bmveng.com

Michelle Barcon-Roland
7760 92nd Court
Sebastian FL 32958

If you have reason to believe this billing is incorrect please notify us via e-mail: billing@bmveng.com

Michelle Barton-Roland
Jesse Roland
7760 92nd Court
Vero Beach, FL 32967

To the Order of MBV ENGINEERING $3,787.00

THREE THOUSAND SEVEN HUNDRED & EIGHTY SEVEN DOLLARS 00/100

SPACE COAST CREDIT UNION
(800) 447-7228
WWW.SCCU.COM

For ENGINEERING WATER SERVICE

Jesse Roland

$ 3,787.00

SPACE COAST CREDIT UNION
(800) 447-7228
WWW.SCCU.COM

For ENGINEERING WATER SERVICE
TREASURE COAST CONSTRUCTION MANAGEMENT, L.C.
General Contractor/Project Management

Bill To
Jesse Roland
7760 92nd Court
Vero Beach, FL 32967

Ship To
Water
92nd Court & 79th Street
Vero Beach, FL 32967

<table>
<thead>
<tr>
<th>Term</th>
<th>Due Date</th>
<th>P.O. No.</th>
<th>Project</th>
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</thead>
<tbody>
<tr>
<td>9/14/2012</td>
<td></td>
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</tr>
</tbody>
</table>

Description | Rate       | Amount    |
-------------|------------|-----------|
1. Mobilization | 12,975.00  | 12,975.00 |
2. 12x6 tap, bore and tapping valve wiselce | | |
3. 350 LF water line DR 18 6" installed w/bell returns as needed | | |
4. 2 meter boxes | | |
5. Directional bore | | |
6. Road repair and valve cap | | |
7. 2 1" service lines approx 400 LF ea installed | | |
8. Service for 2 houses w/saddle corp and curb stops | | |

Total | $12,975.00     |
Payments/Credits | $0.00        |
Balance Due | $12,975.00    |
Michelle Barton-Roland
Jesse Roland
7760 92nd Court
Vero Beach, FL 32967

Pay To
The Order Of
Dept. of Environmental Protection $ 150.00

Six-Hundred Fifty $00/00 Dollars

SPACE COAST CREDIT UNION
(800) 447-7263
WWW.SCCU.COM
For Water Permit
Jesse Roland

Michelle Barton-Roland
Jesse Roland
7760 92nd Court
Vero Beach, FL 32967

Pay To
The Order Of
IRC Public Works

Three-Hundred Fifty $00/00 Dollars

SPACE COAST CREDIT UNION
(800) 447-7263
WWW.SCCU.COM
For R O W Permit
Jesse Roland
Receipt Number: 110100
Wednesday, June 6, 2012

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>General Ledger</td>
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<tr>
<td>471-119699 / 901-10100(A)</td>
<td></td>
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<td><strong>Total</strong></td>
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Credit Card: ($250.00)

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<td>Total Transactions</td>
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<tr>
<td>Total Tendered</td>
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<tr>
<td>Change</td>
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<tr>
<td>Outstanding Balance</td>
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</table>

I.R.C. UTILITIES
6/6/2012 12:39:38PM
**** CREDIT CARD ****
S.A.E.

CARD NO:
EXP DATE:
CARD TYPE: VIS
APPN CODE: 07699C
RMSCT ID: 366567229

TOTAL: $250.00

SIGN: [Signature]
DIAN RIVER COUNTY
RIGHT-OF-WAY REVIEW/PERMIT APPLICATION

DATE ___________________________ ROW PERMIT NO. ___________________________

APPLICANT Mr. Jesse Roland 772-633-9282
NAME NAME
PHONE

7760 92nd Court; Sebastian, FL 32958
ADDRESS

CONTRACTOR TBD
NAME EMERGENCY PHONE

ADDRESS

LOCATION OF WORK 92nd Court
STREET ADDRESS

31-38-34-00008-0100-0005.0 & 0020-00013.0
LOT BLOCK SUBDIVISION UNIT

DESCRIPTION OF WORK: Installation of approx. 315 LF of 6" water main & 500 LF of (2) 1 1/2" water service lines in the 92nd Court westerly ROW.

TYPE OF RIGHT-OF-WAY: (CIRCLE ONE) RESIDENTIAL COMMERCIAL
LAND DEVELOPMENT SITE PLAN UTILITY

JURISDICTION: (CIRCLE ONE) PUBLIC PRIVATE

TYPE C STORMWATER REVIEW: (CIRCLE ONE) YES NO

CONSTRUCTION TYPE

DRIVEWAY STREET PAVING CABLE TV UNDERGROUND
SIDEWALKS/CURBS ELECTRICITY OVERHEAD
RIGHT-OF-WAY TELEPHONE STORM DRAINAGE
SANITARY SEWER WATER SYSTEMS CLEARING
OTHER

WORK START DATE: July 2012 WORK FINISH DATE: September 2012

NOTE: 1. Detailed drawings shall be submitted with each application.
2. The permit is issued subject to all conditions on reverse side of this application.
3. A signature by the contractor shall be construed as making the contract personally liable for all permit conditions unless contractor attached written proof of authorization to act on behalf of the applicant.
4. All work is subject to final inspection by the Engineering Division. Call 772-770-5455, "AIRS" (automated inspection request system) to schedule inspections for any permit issued after January 1, 2003.

Mr. Jesse Roland
APPLICANT/CONTRACTOR SIGNATURE NAME (PLEASE PRINT)

OFFICE USE ONLY

PERMIT FEE: ___________________________ NOTES: ___________________________
ISSUING OFFICER ___________________________ DATE ISSUED ___________________________
EXPIRATION DATE ___________________________
1. Applicant shall not begin construction of any kind in the County right-of-way prior to application and issuance of a valid permit by the Department of Public Works.

2. Any areas disturbed in the County right-of-way must be restored by applicant to a condition equal to or better than existing just prior to construction, including but not limited to compaction, grading, paving, seed mulching and sodding, etc., as the case may be. The quality of construction, materials, and workmanship shall be in accordance with County standards.

3. Applicant shall notify the Engineering Division at least 48 hours prior to the placement of concrete, paving of asphalt, installation of culverts, or backfilling of trenches, so that the County may inspect installations as necessary. Applicant shall further notify the County in writing of its request for final inspection and approval at the completion of the permitted activity.

4. The permit shall EXPIRE WITH THE ASSOCIATED LAND DEVELOPMENT OR SITE PLAN PERMIT unless otherwise stated in writing on the face of this permit by an authorized representative of the Engineering Division.

5. The applicant shall assume the responsibility for all maintenance, replacement or removal of any right-of-way improvement authorized by this permit; and applicant further agrees by acceptance of this permit to indemnify and save harmless the County, its officers, employees, or agents, from any damages, claims, causes of actions, or losses whether for personal injury, loss of life or property damage, arising from the actions or omissions of applicant, its officers, agents, or employees, associated with the placement, maintenance or removal of installations authorized by the permit. The applicant agrees to use all reasonable care under the given circumstances to assure that members of the traveling public or not unreasonably inconvenienced or endangered by the activities conducted hereunder, including the use of reflectorized barriers, warning signals, flagmen or other prudent measures as described in the Manual on Uniform Traffic Control Devices (MUTCD) 2000 Edition, published by US Department of Transportation, Federal Highway

6. The validity of this permit is contingent upon applicant obtaining necessary permits from any other agencies having jurisdiction. Issuance of this permit does not relieve applicant of liability for trespass to private property.

7. The permit shall be considered a license only, for the limited purpose of installation, placement and maintenance of the improvements specified on the face hereof, and does not convey any other right, title, or interest of the County in the subject right-of-way property.

8. Applicant agrees to remove or alter such installation without objection or cost to the County as the County may direct, at any time and within a reasonable time after receipt of directions by the County Engineer or his authorized representative.

9. Applicant is cautioned that electrical, water and sewer, or other installations or utilities may be located within the construction area, and applicant shall use diligent efforts to first detect and locate all such installations, and shall coordinate construction with all lawful users of said right-of-way. Applicant shall be liable in every manner for all damages proximately resulting from its interference with or interruption of services provided by other lawful right-of-way users.

10. In cases where a concrete driveway is to extend to a paved road, that portion of the driveway from property line to edge of the road pavement shall be a minimum thickness of four inches for residential, local roads only, all others will be six inches, as specified in Chapter 312.18(28) of the County Right-of-way Ordinance. If road is unpaved concrete/asphalt driveway shall not extend beyond the property line.
<table>
<thead>
<tr>
<th>PERMIT/REVIEW TYPE</th>
<th>FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>STORMWATER TYPE C</td>
<td>$100</td>
</tr>
<tr>
<td>SINGLE FAMILY ROW &amp; DRAINAGE REVIEW (PRIVATE)</td>
<td>$45</td>
</tr>
<tr>
<td>SINGLE FAMILY ROW &amp; DRAINAGE REVIEW (PUBLIC)</td>
<td>$75</td>
</tr>
<tr>
<td>UTILITY ROW PERMIT</td>
<td>$350</td>
</tr>
<tr>
<td>LAND DEVELOPMENT ROW PERMIT</td>
<td>$550</td>
</tr>
<tr>
<td>COMMERCIAL ROW PERMIT</td>
<td>$300</td>
</tr>
</tbody>
</table>

**ADDITIONAL FEES**

- RE-INSPECTION AFTER 2 SITE VISITS - CHARGED AT AN HOURLY RATE
- PLAN REVIEW AFTER 3rd RESUBMITAL - CHARGED AT AN HOURLY RATE
NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

INSTRUCTIONS: This notice shall be completed and submitted by persons proposing to construct projects permitted under the "General Permit for Construction of Water Main Extensions for Public Water Systems" in Rule 62-555.405, F.A.C. AT LEAST 30 DAYS BEFORE BEGINNING CONSTRUCTION OF A WATER MAIN EXTENSION PROJECT, complete and submit one copy of this notice to the appropriate Department of Environmental Protection (DEP) District Office or Approved County Health Department (ACHD) along with payment of the proper permit processing fee. (When completed, Part II of this notice serves as the preliminary design report for a water main extension project, and thus, it is unnecessary to submit a separate preliminary design report or drawings, specifications, and design data with this notice.) All information provided in this notice shall be typed or printed in ink. The DEP permit processing fee for projects requiring the services of a professional engineer during design is $650, and the DEP permit processing fee for projects not requiring the services of a professional engineer during design is $500.* Some ACHDs charge a county permit processing fee in addition to the DEP permit processing fee. Checks for permit processing fees shall be made payable to the Department of Environmental Protection or the appropriate ACHD. NOTE THAT A SEPARATE NOTIFICATION AND A SEPARATE PERMIT PROCESSING FEE ARE REQUIRED FOR EACH NON-CONTIGUOUS PROJECT.*

* Except as noted in paragraphs 62-555.320(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers licensed in Florida.

* Non-contiguous projects are projects that are neither interconnected nor located nearby one another (i.e., on the same site, on adjacent streets, or in the same neighborhood).

<table>
<thead>
<tr>
<th>I. General Project Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Name of Project: 92nd Court Waterline Extension</td>
</tr>
<tr>
<td>B. Description of Project and its Purpose: Installation of 315 LF of 6&quot; PVC water main and 500 LF of PVC for (2) 1 ½&quot; water services lines with two residential meters to support private, residential connections for (2) homes.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Location of Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. County Where Project Located: Indian River</td>
</tr>
<tr>
<td>2. Description of Project Location: 92nd Court; Sebastian, Florida</td>
</tr>
</tbody>
</table>

| D. Estimate of Cost to Construct Project: $13,000.00 |

<table>
<thead>
<tr>
<th>F. Permittee</th>
</tr>
</thead>
<tbody>
<tr>
<td>PWS/Company Name: N/A</td>
</tr>
<tr>
<td>PWS Identification No.:</td>
</tr>
<tr>
<td>PWS Type:</td>
</tr>
<tr>
<td>Contact Person: Mr. Jesse Roland</td>
</tr>
<tr>
<td>Contact Person's Mailing Address: 7760 92nd Court</td>
</tr>
<tr>
<td>City: Sebastian State: Florida Zip Code: 32958</td>
</tr>
<tr>
<td>Contact Person's Telephone Number: 772-633-9282</td>
</tr>
<tr>
<td>Contact Person's Fax Number:</td>
</tr>
<tr>
<td>Contact Person's E-Mail Address: captain@<a href="mailto:surfer2003@yahoo.com">surfer2003@yahoo.com</a></td>
</tr>
</tbody>
</table>

* This information is required only if the permittee is a public water system (PWS).

<table>
<thead>
<tr>
<th>G. Public Water System (PWS) Supplying Water to Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>PWS Name: Indian River County Water Distribution System</td>
</tr>
<tr>
<td>PWS Identification No.: 3314052</td>
</tr>
<tr>
<td>PWS Type: Community Non-Transient Non-Community Transient Non-Community Consecutive</td>
</tr>
<tr>
<td>PWS Owner: Indian River County Utilities</td>
</tr>
<tr>
<td>Contact Person: Mr. Gordon Sparks</td>
</tr>
<tr>
<td>Contact Person's Mailing Address: 1891 27th Street</td>
</tr>
<tr>
<td>City: Vero Beach State: Florida Zip Code: 32960</td>
</tr>
<tr>
<td>Contact Person's Telephone Number: 772-226-1823</td>
</tr>
<tr>
<td>Contact Person's Fax Number: 772-770-5143</td>
</tr>
<tr>
<td>Contact Person's E-Mail Address: <a href="mailto:gsparks@ircgov.com">gsparks@ircgov.com</a></td>
</tr>
</tbody>
</table>
NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: 92nd Court Waterline Extension
Permittee: N/A

H. Public Water System (PWS) that Will Own Project After It Is Placed into Permanent Operation
- PWS Name: Indian River County Water Distribution System
- PWS Identification No.: 3314052
- PWS Type: [x] Community [ ] Non-Transient Non-Community [ ] Transient Non-Community [ ] Consecutive
- PWS Owner: Indian River County Utilities
- Contact Person: Mr. Gordon Sparks
- Contact Person's Mailing Address: 1801 27th Street
- City: Vero Beach
- State: Florida
- Zip Code: 32960
- Contact Person's Telephone Number: 772-226-1823
- Contact Person's Fax Number: 772-770-5143
- Contact Person's E-Mail Address: gsparks@ircgov.com

* This information is required only if the owner/operator is an existing PWS.

I. Professional Engineer(s) or Other Person(s) in Responsible Charge of Designing Project
- Company Name: Mbv Engineering, Inc.
- Designer(s): Mr. Aaron J. Bowles, P.E.
- Title(s) of Designer(s): Vice President
- Qualifications of Designer(s):
  [x] Professional Engineer(s) Licensed in Florida - License Number(s): 55313
  [ ] Public Officer(s) Employed by State, County, Municipal, or Other Governmental Unit of State
  [ ] Plumbing Contractor(s) Licensed in Florida - License Number(s):
- Mailing Address of Designer(s): 1835 20th Street
- City: Vero Beach
- State: Florida
- Zip Code: 32960
- Telephone Number of Designer(s): 772-569-0035
- Fax Number of Designer(s): 772-778-3617
- E-Mail Address(es) of Designer(s): mbveng@mbveng.com

* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers licensed in Florida.

* Attach a detailed construction cost estimate showing that the cost to construct this project is $10,000 or less.

* Attach documentation showing that this project will be installed by the plumbing contractor(s) designing this project, documentation showing that this project involves a public water system serving a single property and fewer than 250 fixture units, and a detailed construction cost estimate showing that the cost to construct this project is $50,000 or less.

II. Preliminary Design Report for Project

A. Service Area, Water Use, and Service Pressure Information

1. Design Type and Number of Service Connections, and Average Daily Water Demands and Maximum-Day Water Demands, in the Entire Area to Be Served by the Water Mains Being Constructed Under This Project:

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Type</th>
<th>2</th>
<th>250</th>
<th>500</th>
<th>2,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-Family Home</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile Home</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apartment</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial, Institutional, or Industrial Facility</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>2</td>
<td>250</td>
<td>500</td>
<td>2,000</td>
</tr>
</tbody>
</table>

a. Description of Commercial, Institutional, or Industrial Facilities and Explanation of Method(s) Used to Estimate Average Daily Water Demand for These Facilities; Per IRCUD FRU rates = 250 gpd x 2 = 500 gpd

b. Explanation of Peaking Factor(s) or Method(s) Used to Estimate Maximum-Day Water Demand; Peak Factor = 4 x ADD
   Peak Factor = 4 x 500 gpd = 2000 gpd

DEP Form 62-555.900X(7) 236
NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: 92nd Court Waterline Extension
Permittee: N/A

2. Explanation of Peaking Factor(s) or Method(s) Used to Estimate Design Peak-Hour Water Demand and, for Small Water Systems that Use Hydropneumatic Tanks or that Are Not Designed to Provide Fire Protection, Peak Instantaneous Water Demand:

\[
\text{PHD} = \text{ADD} \times 4/24 \text{ hour} = (500 \times 4)/24 = 83 \text{ gph}
\]

3. Design Fire-Flow Rate and Duration: 750 GPM for 4 hours

4. Design Service Pressure Range: 50-60 psi

B. Project Site Information

1. ATTACH A SITE PLAN OR SKETCH SHOWING THE SIZE AND APPROXIMATE LOCATION OF NEW OR ALTERED WATER MAINS, SHOWING THE APPROXIMATE LOCATION OF HYDRANTS, VALVES, METERS, AND BLOW-OFFS IN SAID MAINS, AND SHOWING HOW SAID MAINS CONNECT TO THE PUBLIC WATER SYSTEM SUPPLYING WATER FOR THE PROJECT.

2. Description of Any Areas Where New or Altered Water Mains Will Cross Above or Under Surface Water or Be Located in Soil that Is Known to Be Aggressive: No known aggressive soils.

C. Information About Compliance with Design and Construction Requirements

1. If this project is being designed to comply with the following requirements, initial before the requirements. If any of the following requirements do not apply to this project or if this project includes exceptions to any of the following requirements as allowed by rule, mark "X" before the requirements and complete Part II.C.2 below. ASWW = Recommended Standards for Water Works as incorporated into Rule 62-555.330, F.A.C.

   a. This project is being designed to keep existing water mains and service lines in operation during construction or to minimize interruption of water service during construction. [ASWW 1.3 a, exceptions allowed under FAC 62-555.330]

   b. All pipe, pipe fittings, pipe joint packing and jointing materials, valves, fire hydrants, and meters installed under this project will conform to applicable American Water Works Association (AWWA) standards. [FAC 62-555.320(21)(b), ASWW 8.0, and AWWA standards as incorporated into FAC 62-555.330; exceptions allowed under FAC 62-555.320(21)(c)]

   c. All public water system components, excluding fire hydrants, that will be installed under this project and that will come into contact with drinking water will conform to NSF International Standard 61 as adopted in Rule 62-555.335, F.A.C., or other applicable standards, regulations, or requirements referenced in paragraph 62-555.320(3)(b), F.A.C. [FAC 62-555.320(3)(b); exceptions allowed under FAC 62-555.320(3)(d)]

   d. All pipe and pipe fittings installed under this project will contain no more than 8.0% lead, and any solder or flux used in this project will contain no more than 0.2% lead. [FAC 62-555.322]

   e. All pipe and pipe fittings installed under this project will be color coded or marked in accordance with subparagraph 62-555.320(21)(b)3, F.A.C., using blue as a predominant color. (Underground plastic pipe will be solid-wall blue pipe, will have a co-extruded blue external skin, or will be white or black pipe with blue stripes incorporated into, or applied to, the pipe wall; and underground metal or concrete pipe will have blue stripes applied to the pipe wall. Pipe striped during manufacturing of the pipe will have continuous stripes that run parallel to the axis of the pipe, that are located at no greater than 90-degree intervals around the pipe, and that will remain intact during and after installation of the pipe. If tape or paint is used to stripe pipe during installation of the pipe, the tape or paint will be applied in a continuous line that runs parallel to the axis of the pipe and that is located along the top of the pipe; for pipe with an internal diameter of 24 inches or greater, tape or paint will be applied in continuous lines along each side of the pipe as well as along the top of the pipe. Aboveground pipe will be painted blue or will be color coded or marked like underground pipe.) [FAC 62-555.320(21)(b)1]

   f. All new or altered water mains included in this project are sized after a hydraulic analysis based on flow demands and pressure requirements. ATTACH A HYDRAULIC ANALYSIS JUSTIFYING THE SIZE OF ANY NEW OR ALTERED WATER MAINS WITH AN INSIDE DIAMETER OF LESS THAN THREE INCHES. [FAC 62-555.320(21)(d) and ASWW 8.1]
NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: 92nd Court Waterline Extension
Permittee: N/A

- The inside diameter of new or altered water mains that are included in this project and that are being designed to provide fire protection and serve fire hydrants will be at least six inches. [FAC 62-555.320(21)(b) and RSWW 8.1.2]
- New or altered water mains that are included in this project and that are not being designed to carry fire flows do not have fire hydrants connected to them. [FAC 62-555.320(21)(b) and RSWW 8.1.5]
- This project is being designed to minimize dead-end water mains by making appropriate tie-ins where practical. [FAC 62-555.320(21)(b) and RSWW 8.1.6(a)]
- New or altered dead-end water mains included in this project will be provided with a fire or flushing hydrant or blow-off for flushing purposes. [FAC 62-555.320(21)(b) and RSWW 8.1.6.b]
- Sufficient valves will be provided on new or altered water mains included in this project so that inconvenience and sanitary hazards will be minimized during repairs. [FAC 62-555.320(21)(b) and RSWW 8.2]
- New or altered fire hydrant leads included in this project will have an inside diameter of at least six inches and will include an auxiliary valve. [FAC 62-555.320(21)(b) and RSWW 8.3.3]
- All fire hydrants that will be installed under this project and that will have unplugged, underground drains will be located at least three feet from any existing or proposed storm sewer, stormwater force main, pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., or vacuum-type sanitary sewer; at least six feet from any existing or proposed gravity- or pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-10, F.A.C.; and at least ten feet from any existing or proposed "on-site sewage treatment and disposal system." [FAC 62-555.314(4)]
- At high points where air can accumulate in new or altered water mains included in this project, provisions will be made to remove the air by means of air relief valves, and automatic air relief valves will not be used in situations where flooding of the valve manhole or chamber may occur. [FAC 62-555.320(21)(b) and RSWW 8.4.1]
- The open end of the air relief pipe from automatic air relief valves installed under this project will be extended to at least one foot above grade and will be provided with a screened, downward-facing elbow. [FAC 62-555.320(21)(b) and RSWW 8.4.2]
- New or altered chambers, pits, or manholes that contain valves, blow-offs, meters, or other such water distribution system appurtenances and that are included in this project will not be connected directly to any sanitary or storm sewer, and blow-offs or air relief valves installed under this project will not be connected directly to any sanitary or storm sewer. [FAC 62-555.320(21)(b) and RSWW 8.4.3]
- New or altered water mains included in this project will be installed in accordance with applicable AWWA standards or in accordance with manufacturers' recommended procedures. [FAC 62-555.320(21)(b), RSWW 8.5.1, and AWWA standards as incorporated into FAC 62-555.330]
- A continuous and uniform bedding will be provided in trenches for underground pipe installed under this project; backfill material will be tamped in layers around underground pipe installed under this project and to a sufficient height above the pipe to adequately support and protect the pipe; and unsuitably sized stones (as described in applicable AWWA standards or manufacturers' recommended installation procedures) found in trenches will be removed for a depth of at least six inches below the bottom of underground pipe installed under this project. [FAC 62-555.320(21)(b), RSWW 8.5.2]
- All water main tees, bends, plugs, and hydrants installed under this project will be provided with thrust blocks or restrained joints to prevent movement. [FAC 62-555.320(21)(b) and RSWW 8.5.4]
- New or altered water mains that are included in this project and that will be constructed of asbestos-cement or polyvinyl chloride pipe will be pressure and leakage tested in accordance with AWWA Standard C603 or C605, respectively, as incorporated into Rule 62-555.330, F.A.C., and all other new or altered water mains included in this project will be pressure and leakage tested in accordance with AWWA Standard C600 as incorporated into Rule 62-555.330. [FAC 62-555.320(21)(b) and AWWA standards as incorporated into FAC 62-555.330]
- New or altered water mains, including fire hydrant leads and including service lines that will be under the control of a public water system and that have an inside diameter of three inches or greater, will be disinfected and bacteriologically evaluated in accordance with Rule 62-555.340, F.A.C. [FAC 62-555.320(21)(b) and FAC 62-555.340]
- New or altered water mains that are included in this project and that will be installed in areas where there are known aggressive soil conditions will be protected through use of corrosion-resistant water main materials, through encasement of the water mains in polyethylene, or through provision of cathodic protection. [FAC 62-555.320(21)(b) and RSWW 8.5.7.d]
NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: 92nd Court Waterline Extension  
Permittee: N/A

w. New or relocated, underground water mains included in this project will be laid to provide a horizontal distance of at least three feet between the outside of the water main and the outside of any existing or proposed vacuum-type sanitary sewer, storm sewer, stormwater force main, or pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C.; a horizontal distance of at least six feet between the outside of the water main and the outside of any existing or proposed gravity-type sanitary sewer (or a horizontal distance of at least three feet between the outside of the water main and the outside of any existing or proposed gravity-type sanitary sewer if the bottom of the water main will be laid at least six inches above the top of the sewer); a horizontal distance of at least six feet between the outside of the water main and the outside of any existing or proposed pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.; and a horizontal distance of at least ten feet between the outside of the water main and all parts of any existing or proposed “on-site sewage treatment and disposal system.” [FAC 62-555.314(1); exceptions allowed under FAC 62-555.314(5)]

x. New or relocated, underground water mains that are included in this project and that will cross any existing or proposed gravity- or vacuum-type sanitary sewer or storm sewer will be laid so the outside of the water main is at least six inches above the other pipeline or at least 12 inches below the other pipeline; and new or relocated, underground water mains that are included in this project and that will cross any existing or proposed pressure-type sanitary sewer, wastewater or stormwater force main, or pipeline conveying reclaimed water will be laid so the outside of the water main is at least 12 inches above or below the other pipeline. [FAC 62-555.314(2); exceptions allowed under FAC 62-555.314(5)]

y. At the utility crossings described in Part II.C.1.w above, one full length of water main pipe will be centered above or below the other pipeline so the water main joints will be as far as possible from the other pipeline or the pipes will be arranged so that all water main joints are at least three feet from all joints in vacuum-type sanitary sewers, storm sewers, stormwater force mains, or pipelines conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., and at least six feet from all joints in gravity- or pressure-type sanitary sewers, wastewater force mains, or pipelines conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C. [FAC 62-555.314(2); exceptions allowed under FAC 62-555.314(5)]

z. New or altered water mains that are included in this project and that will cross above surface water will be adequately supported and anchored, protected from damage and freezing, and accessible for repair or replacement. [FAC 62-555.320(21)(b) and RSWW 8.7.1]

aa. New or altered water mains that are included in this project and that will cross under surface water will have a minimum cover of two feet. [FAC 62-555.320(21)(b) and RSWW 8.7.2]

bb. New or altered water mains that are included in this project and that will cross under surface water courses greater than 15 feet in width will have flexible or restrained, watertight pipe joints and will include valves at both ends of the water crossing so the underwater main can be isolated for testing and repair; the aforementioned isolation valves will be easily accessible and will not be subject to flooding; the isolation valve closest to the water supply source will be in a manhole; and permanent taps will be provided on each side of the isolation valve within the manhole to allow for insertion of a small meter to determine leakage from the underwater main and to allow for sampling of water from the underwater main. [FAC 62-555.320(21)(b) and RSWW 8.7.2]

c. This project is being designed to include proper backflow protection at those new or altered service connections where backflow protection is required or recommended under Rule 62-555.360, F.A.C., or in Recommended Practice for Backflow Prevention and Cross-Connection Control, AWWA Manual M14, as incorporated into Rule 62-555.330, F.A.C.; or the public water system that will own this project after it is placed into operation has a cross-connection control program requiring water customers to install proper backflow protection at those service connections where backflow protection is required or recommended under Rule 62-555.360, F.A.C., or in AWWA Manual M14. [FAC 62-555.360 and AWWA Manual M14 as incorporated into FAC 62-555.330]

d. Neither steam condensate, cooling water from engine jackets, nor water used in conjunction with heat exchangers will be returned to the new or altered water mains included in this project. [FAC 62-555.320(21)(b) and RSWW 8.7.2]
NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: 92nd Court Waterline Extension  Permitee: N/A

2. Explanation for Requirements Marked "X" in Part II.C.1 Above, Including Justification, Documentation, Assurances, and/or Alternatives as Required by Rule for Exceptions to Requirements in Part II.C.1:

- n-p: No air release valves
- n: No known aggressive soils
- m: No fire hydrants to be installed
- aa: No underground crossings
- bb: No underwater crossings
- z: No stream crossings
- dd: No heat exchangers

I completed Part II of this notice, and the information provided in Part II and on the attachment(s) to Part II is true and accurate to the best of my knowledge and belief.

Signature, Seal, and Date of Professional Engineer (PE) or Signature and Date of Other Person in Responsible Charge of Designing Project:

Printed/Typed Name: Mr. Aaron J. Bowles, P.E.
License Number of PE or License Number or Title of Other Person in Responsible Charge of Designing Project: 55313

Portion of Preliminary Design Report for Which Responsible:
Entire Project

* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more PEs licensed in Florida. If this project is being designed under the responsible charge of one or more PEs licensed in Florida, Part II of this notice shall be completed, signed, sealed, and dated by the PE(s) in responsible charge. If this project is not being designed under the responsible charge of one or more PEs licensed in Florida, Part II shall be completed, signed, and dated by the person(s) in responsible charge of designing this project.
NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

III. Certifications

A. Certification by Permittee

I, am duly authorized to sign this notice on behalf of the permittee identified in Part I.F of this notice. I certify that, to the best of my knowledge and belief, this project complies with Chapter 62-555, F.A.C. I also certify that construction of this project has not begun yet and that, to the best of my knowledge and belief, this project does not include any of the following construction work:

- construction of water mains conveying raw or partially treated drinking water;
- construction of drinking water treatment, pumping, or storage facilities or conflict manholes;
- construction of water mains in areas contaminated by low-molecular-weight petroleum products or organic solvents;
- construction of an interconnection between previously separate public water systems or construction of water mains that create a "new system" as described under subsection 62-555.525(1), F.A.C.; or
- construction of water mains that will remain dry following completion of construction.

(A specific construction permit is required for each project involving any of the above listed construction work.)

I understand that, if this project is designed under the responsible charge of one or more professional engineers (PES) licensed in Florida, the permittee must retain a Florida-licensed PES to take responsible charge of inspecting construction of this project for the purpose of determining in general if the construction proceeds in compliance with the Department of Environmental Protection construction permit, including the approved preliminary design report, for this project. I understand that the permittee must have complete record drawings prepared for this project. I also understand that the permittee must submit a certification of construction completion to the Department and obtain written approval, or clearance, from the Department before the permittee places this project into operation for any purpose other than disinfection or testing for leaks.

[Signature and Date]

Mr. Jesse Roland
owner

B. Certification by PWS Supplying Water to Project

I, am duly authorized to sign this notice on behalf of the PWS identified in Part I.G of this notice. I certify that said PWS will supply the water necessary to meet the design water demands for this project. As indicated below, the water treatment plant(s) to which this project will be connected has(have) the capacity necessary to meet the design water demands for this project, and I certify that all other PWS components affected by this project also have the capacity necessary to meet the design water demands for this project. I certify that said PWS is in compliance with applicable planning requirements in Rule 62-555.348, F.A.C.; applicable cross-connection control requirements in Rule 62-555.350, F.A.C.; and to the best of my knowledge and belief, all other applicable rules in Chapters 62-550, 62-555, and 62-699, F.A.C.; furthermore, I certify that, to the best of my knowledge and belief, said PWS's connection to this project will not cause said PWS to be in noncompliance with Chapter 62-550 or 62-555, F.A.C. I also certify that said PWS has reviewed the preliminary design report for this project and that said PWS considers the connection(s) between this project and said PWS acceptable as designed.

- Name(s) of Water Treatment Plant(s) to Which this Project Will Be Connected: Indian River County North/South Water Treatment Facility

- Total Permitted Maximum Day Operating Capacity of Plant(s), gpd: 4,249 mgd
- Total Maximum Day Flow at Plant(s) as Recorded on Monthly Operating Reports During Past 12 Months, gpd: 4,547 mgd

[Signature and Date]

Mr. Gordon Sparks
ENVIRONMENTAL ENGINEER

C. Certification by PWS that Will Own Project After It Is Placed into Permanent Operation

I, am duly authorized to sign this notice on behalf of the PWS identified in Part I.H of this notice. I certify that said PWS will own this project after it is placed into permanent operation. I also certify that said PWS has reviewed the preliminary design report for this project and that said PWS considers this project acceptable as designed.

[Signature and Date]

Mr. Gordon Sparks
ENVIRONMENTAL ENGINEER
NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: 92nd Court Waterline Extension
Permittee: N/A

D. Certification by Professional Engineer(s) in Responsible Charge of Designing Project*

I, the undersigned professional engineer licensed in Florida, am in responsible charge of designing this project. I certify that, to the best of my knowledge and belief, the design of this project complies with Chapter 62-555, F.A.C. I also certify that, to the best of my knowledge and belief, this project is not being designed to include any of the following construction work:

- construction of water mains conveying raw or partially treated drinking water;
- construction of drinking water treatment, pumping, or storage facilities or conflict manholes;
- construction of water mains in areas contaminated by low-molecular-weight petroleum products or organic solvents;
- construction of an interconnection between previously separate public water systems or construction of water mains that create a "new system" as described under subsection 62-555.525(1), F.A.C.; or
- construction of water mains that will remain dry following completion of construction.

(A specific construction permit is required for each project involving any of the above listed construction work.)

Signature, Seal, and Date:

[Signature]

Printed/Typed Name:
Mr. Neil J. Bowles, P.E.
License Number: 55313

Portion of Preliminary Design Report for Which Responsible: Entire Project

* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers (PES) licensed in Florida. If this project is being designed under the responsible charge of one or more PEs licensed in Florida, Part III.D of this notice shall be completed by the PE(s) in responsible charge. If this project is not being designed under the responsible charge of one or more PEs licensed in Florida, Part III.D does not have to be completed.
IN INDIAN RIVER COUNTY
DEPARTMENT OF UTILITY SERVICES
MAJOR USER WASTEWATER AND/OR WATER
UTILITIES CONSTRUCTION PERMIT
APPLICATION FORM

A. APPLICANT

NAME Mr. Jesse Roland
ADDRESS 7760 92nd Court
CITY Sebastian STATE FL ZIP 32958
TELEPHONE 772-833-9282

B. OWNER/AUTHORIZED REPRESENTATIVE (IF DIFFERENT FROM APPLICANT)

NAME SAME AS APPLICANT
ADDRESS
CITY STATE ZIP
TELEPHONE

C. PROJECT

PROJECT NAME 92nd Court Waterline Extension
PARCEL ID 31-38-34-00008-0100-00005.0 & 0020-00013.0
LEGAL DESCRIPTION See plan for legal description
TYPE OF PROJECT Waterline extension

HOURS OF OPERATION N/A

ANTICIPATED CONSTRUCTION SCHEDULE
START July 2012
COMPLETION September 2012

HAS PROJECT BEEN REVIEWED BY PLANNING BOARD, PRE-APPLICATION AND
TECHNICAL REVIEW COMMITTEES YES NO X

PRE-APPLICATION AND/OR PROJECT No. ASSIGNED BY PLANNING BOARD
N/A

ALL PROJECTS WILL REQUIRE AN ENGINEERING REPORT SUBMITTED WITH THE
UTILITY APPLICATION PERMIT DEFINING THE PROPOSED PROJECT'S IMPACT ON THE
INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICE SYSTEM

(initial)
THE SCOPE OF THE ENGINEERING REPORT SHALL BE DEPENDENT ON THE COMPLEXITY OF THE PROPOSED PROJECT FOLLOWING CUSTOMARY ENGINEERING STANDARDS. GUIDELINES WILL BE MADE AVAILABLE AT THE INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES (initial)  

D. METHOD(S) OF FLOW DERIVATION (CHECK APPROPRIATE LINE(S))

( x ) EQUIVALENT RESIDENTIAL UNIT DETERMINATION TABLE
(   ) SPECIFIC REQUIREMENTS FOR INDIVIDUAL USE
(   ) EXISTING FACILITY/PREVIOUS RECORDS

1. ERU DETERMINATION TABLE (COPY ATTACHED)

<table>
<thead>
<tr>
<th>Type of Establishment</th>
<th>Residential</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Feet</td>
<td>2 homes</td>
</tr>
</tbody>
</table>

| Applicable "Units"    | 2           |

| Water:                |             |
| PROJECTED FLOW:       | 2 x 250 GALLONS/DAY = 500 GPD (ADF) (ERUs) |

| Wastewater:           |             |
| PROJECTED FLOW:       | N/A x 250 GALLONS/DAY = 0 GPD (ADF) (ERUs) |

2. SPECIFIC INDUSTRIAL USE:

| Type(s) of Use        | N/A         |

| Water:                |             |
| PROJECT FLOW:         |             |

| Wastewater:           |             |
| PROJECT FLOW:         |             |

3. EXISTING FACILITY / PREVIOUS RECORDS:

THE INDIAN RIVER COUNTY UTILITIES DEPARTMENT MAY CONSIDER PAST RECORDS IF AN EXISTING OPERATIONAL FACILITY FOR DETERMINING PROPOSED FLOW REQUIREMENTS FOR A NEW DEVELOPMENT, PROVIDED THE APPLICANT SUBMITS SUFFICIENT INFORMATION TO ALLOW THE DEPARTMENT TO DETERMINE ANTICIPATED FLOW. THIS INFORMATION SHALL INCLUDE, BUT NOT BE LIMITED TO TWENTY-FOUR MONTHS OF PREVIOUS WATER BILLS AND A COMPLETE LISTING OF THE DIFFERENCES IN THE EXISTING AND PROPOSED FACILITY SUCH AS SIZE, HOURS OF OPERATION, TYPE OF USES, NUMBER OF EMPLOYEES, ETC.
E. GENERAL

ADDITIONAL WATER FLOW ANTICIPATED FOR PROJECT PHASING, BUT NOT REQUESTED
(ESTIMATED) N/A

ADDITIONAL WASTEWATER FLOW ANTICIPATED FOR PROJECT PHASING, BUT NOT REQUESTED
(ESTIMATED) N/A

HIGH STRENGTH WASTE - YES* NO X

IF YES, COMPLETE AN INDUSTRIAL WASTE PERMIT APPLICATION

BOD (BIOCHEMICAL OXYGEN DEMAND)

SS (SUSPENDED SOLIDS)

PHOSPHORUS

F. OTHER REQUIREMENTS

1. WILL THE DEVELOPMENT UTILIZE THE FOLLOWING?
   RETROFIT EXISTING PLUMBING FIXTURES WITH WATER SAVING DEVICES
   ____ YES ____ X NO
   IRRIGATION REUSE SYSTEMS
   ____ YES ____ X NO

   IF YES, PLEASE ATTACH A STATEMENT CERTIFIED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA INDICATING THE EXTENT OF SAVINGS, TO INCLUDE SUPPORTING THE DOCUMENTED HISTORICAL DATA.

   PLEASE NOTE: MANUFACTURER'S LITERATURE IS NOT ADEQUATE.

2. ZONING

   EXISTING ZONING ON PROPERTY TO BE DEVELOPED __ RS-3

   IS EXISTING ZONING APPROPRIATE FOR PROPOSED DEVELOPMENT?
   ____ X ____ YES ____ NO

3. PLATTING

   IS THE PROPERTY PLATTED APPROPRIATELY TO SUPPORT THE PROPOSED DEVELOPMENT
   ____ YES ____ NO

   IF YES, PLEASE INDICATE PLAT BOOK AND PAGE NUMBER
   PLAT BOOK _____ PAGE _____

4. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

   IS WATER OR SEWER EXTENSION REQUIRED? ____ X ____ YES ____ NO

   IF YES, THE APPLICANT MUST OBTAIN THE REQUIRED FDEP PERMIT PRIOR TO THE ISSUANCE OF A COUNTY PERMIT
5. **SITE PLAN**

You are required to submit a site plan including any on or off-site sanitary sewer or potable water line construction and the point of connection to the county's existing sanitary water or sewer system.

6. **ITEMS SUBMITTED WITH CHECKLIST**

- X PROPERTY APPRAISER’S MAP/EQUIVALENT (FOR LOCATION)
- X SITE PLAN (REQUIRED)
- X BUILDING PLANS
- X FDEP PERMIT APPLICATION WITH CONSTRUCTION PLANS AND SPECIFICATIONS

7. **SEE ATTACHED PROJECT CHECKLIST OF ITEMS REQUIRED FOR FINAL PROJECT C.O.**

Signed:  

[Signature]

Date: 6/1/02

Print or Type: Mr. Jesse Roland, Owner

Applicant: Name and Title
MEMORANDUM

TO:       Board of County Commissioners
FROM:     Alan S. Polackwich, Sr., County Attorney
DATE:     October 3, 2012

SUBJECT: Revision to Schedule for Water/Wastewater Survey

BACKGROUND.

On May 22, 2012, the Board of County Commissioners voted to conduct a survey of City of Vero Beach water and wastewater customers who live in the unincorporated county. The survey will ask customers who they want to provide water and wastewater service in 2017 when the current franchises expire. As part of the May 22 vote, the Board also approved a schedule for the survey, which ultimately called for survey forms to be mailed to customers on November 9, 2012 and returned for tabulation no later than December 9, 2012.

Meanwhile, County staff has been negotiating with City staff with respect to water and wastewater service on the south barrier island. Also, County staff believes that more customers are likely to complete and return the survey forms if they are mailed in late January 2013 and returned in late February 2013 — when more customers are likely to be present in Indian River County.

Accordingly, a proposed revised schedule is attached which essentially changes the survey mailing date from November 9, 2012 to January 25, 2013, and changes all other dates accordingly.
Board of County Commissioners  
October 3, 2012  
Page 2 of 2

RECOMMENDATION.

County staff and the County Attorney recommend that the Board adopt the attached, revised schedule for the water/wastewater survey.

ATTACHMENT(S).

Proposed Revised Schedule

ASP:LAC  
Attachment(s) as noted
PLAN FOR IMPLEMENTATION OF WATER/WASTEWATER SURVEY

General Objective: To conduct a survey of owners of properties which (1) are located in the unincorporated County, and (2) receive water or wastewater (including irrigation and fire lines) service from the City of Vero Beach; to identify the owners/properties by utilizing City service address data and Property Appraiser ownership data, and reconciling the data as necessary; to conduct the survey by mail through the County’s third party mail vendor; to tabulate the results of the survey through an independent, local accounting firm; and, ultimately, to produce a survey result which is accurate and not subject to reasonable dispute.

[all dates below are approximations]

1. Prepare the preliminary survey form, instructions, outgoing envelope language and return envelope language. May 1 – 31

2. Identify the independent, local accounting firm to receive and tabulate the completed survey forms. May 1 – 31

3. Present this plan and the proposed survey form, instructions and envelope language to the BCC for approval. May 15 – June 15

4. Advise the City Council of the County’s general plans with respect to the survey. June 1 - June 30

5. Conduct a “dry run” using the City’s data, the Property Appraiser’s data and the third party mail vendor to ensure that the process works as expected; and correct the process as necessary. June 15 – August 15

6. If necessary, present this plan and the proposed survey form, instructions and envelope language to the BCC for final approval. August 21

7. Obtain the actual City and Property Appraiser data to be used in the survey. September 1 – November 15 - 25

8. Reconcile the actual data for presentation to the third party mail vendor. September 10 – 17 November 25 – December 5

9. Present the actual data to the third party mail vendor. September 18 December 6

10. The third party mail vendor verifies the mailing addresses and prepares for mailing, with County assistance as necessary. September 18 – November 8 December 6 – January 24, 2013
11. The County posts information on the its website explaining the survey process and stating the its position in support of County service starting in March 2017. **October 15 January 5, 2013**

12. The third party mail vendor mails the survey forms, instructions and envelopes to property owners. **Nov-9 January 25, 2013**

13. The BCC (and hopefully the City Council) publicizes the survey in public meetings, and encourages the local media to publicize the survey through media outlets. **Nov-9—Dec-9 January 25, 2013 — February 25, 2013**

14. Property owners complete the survey forms and mail or deliver the completed forms to the independent, local accounting firm. **Nov-9—Dec-9 January 25, 2013 — February 25, 2013**

15. The independent local accounting firm opens the survey envelopes, and tabulates and announces the survey results. **Dec-10—14 February 25, 2013 — March 1, 2013**
MEMORANDUM

TO: Board of County Commissioners
FROM: William K. DeBraal, Deputy County Attorney
THROUGH: Alan S. Polackwich, Sr., County Attorney
DATE: October 2, 2012
SUBJECT: Request for Lease Amendment with St. Francis Manor

St. Francis Manor, Inc., a not-for profit corporation has leased property from the County for over 35 years. The lease began back in 1973 when St. Francis Manor (SFM) proposed to build a complex of apartments on County owned land that would be leased to low income senior citizens who are residents of Indian River County. The original lease term called for St. Francis Manor to pay $1,000 per year to the County. After a recent review of County leases it was determined that St. Francis Manor has not paid rent to the County since 2005. In 2004, St. Francis Manor tendered its $1,000 annual lease payment only to have the Board vote to approve to contribute $999 back to the St. Francis Manor food fund.

A bill for 2012-13 rent was recently sent to St. Francis Manor. Officers of St. Francis Manor have approached the County and seek to have the annual rental payment reduced in the lease with the County to $1.00 per year. The officers claim that this would be a similar rental fee paid to the City of Vero Beach for property it leases from the City.

Discussion: It is doubtful the County would be able to collect any rent that is due prior to 2007 as the statute of limitations prevents collection of past due rent of more than 5 years. Also, Mr. Frank Zorc has contacted staff claiming that a “handshake agreement” to terminate rent payments by St. Francis Manor to the County was reached years ago.

St. Francis Manor serves a valuable purpose in the community. The property is privately maintained in good condition and the facility is well run and well managed. Other not for profits pay nominal rental fees to the County for County owned property so long as the County has no maintenance obligation.

Recommendation: Staff recommends amendment of the lease with St. Francis Manor to reduced the annual rental payment to $1.00 per year.

c: Louis Schacht

APPROVED FOR 10/9/12
B.C.C. MEETING - REGULAR AGENDA
COUNTY ATTORNEY
SEVENTH AMENDMENT AND MODIFICATION
OF
NINETY-NINE YEAR LEASE

THIS AGREEMENT made and entered into by and between INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as Lessor, and ST. FRANCIS MANOR OF VERO BEACH, FLORIDA, INC., a Florida non-profit corporation hereinafter referred to as Lessee:

WITNESSETH:

WHEREAS, on the 8th of August, 1973, the Lessor did execute a Ninety-Nine Year Lease to the Lessee covering certain lands therein described, which Lease has been duly recorded in the public records of Indian River County, Florida in Official Record Book 516, at page 305; and

WHEREAS, an Amendment and Modification was executed on February 6, 1980; and a Second Amendment and Modification was executed on July 27, 1993; and a Third Amendment and Modification was executed on September 19, 1994; and a Fourth Amendment and Modification was executed on October 12, 1999; and a Fifth Amendment and Modification was executed on February 7, 2006; and a Sixth Amendment and Modification was executed on May 1, 2012; and

WHEREAS, the Lessor and Lessee desire to execute a Seventh Amendment and Modification to said Lease in the manner hereinafter set forth; and

WHEREAS, the execution of the Seventh Amendment and the Modification has been duly authorized by the Lessor and accepted by the Lessee;

NOW, THEREFORE, upon the good and valuable consideration set forth in said original Lease, the Lease is hereby Amended and Modified as followed:

A. Any reference from the original Lease or previously executed Amendments and Modifications requiring the payment of One Thousand ($1,000) Dollars per year by Lessee to Lessor shall be amended to read One ($1.00) per year upon execution of this Seventh Amendment.

B. All rent Lessee currently owes to Lessor and all past rent which has become due to Lessor according to the original Lease but has not been paid by Lessee is hereby eliminated. Said unpaid rent shall no longer be considered debt to the Lessor and the payment of any debt derived from rent owed to Lessor shall not be required from Lessee.

This Seventh Amendment and Modification is subject to all of the terms and conditions of the original Lease executed on August 8, 1973, and the six previous amendments approved and ratified by the parties, except as amended by this agreement, so that the same shall constitute one Lease.
IN WITNESS WHEREOF, the undersigned have approved and executed this Seventh Amendment and Modification to Ninety-Nine Year Lease, to take effect on this ____ day of ____, 2012.

BOARD OF COUNTY
COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: __________________________
    Gary C. Wheeler, Chairman

Date Approved by BCC __________

Approved:

[Signature]
Joseph A. Baird
County Administrator

Approved as to form and legal sufficiency:

[Signature]
William K. DeBraal
Deputy County Attorney

Attest: Jeffrey R. Smith, Clerk of Court

By: __________________________
   Deputy Clerk
ST. FRANCIS MANOR OF VERO BEACH, FLORIDA, INC.

By: ________________________________
Print: Louis Schacht ________________

Witness: ____________________________
Date ______________________________

Printed Name: _______________________

Witness: ____________________________
Date ______________________________

Printed Name: _______________________

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing was acknowledged before me this _____ day of _____, 2012, by Louis Schacht, President of ST. FRANCIS MANOR OF VERO BEACH, INC., a Florida non-profit corporation, on behalf of said corporation.

NOTARY PUBLIC:

Signature of Notary Public - State of Florida

Stamped Commissioned Name of Notary Public with Commission Expiration Date and Seal:

______ Personally Known _____________ OR
Produced Identification

Type of Identification Produced

______________________________
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AUGUST 21, 2012

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## 13. COUNTY ATTORNEY MATTERS

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REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners of Indian River County, Florida, met in Regular Session at the County Commission Chambers, 1801 27th Street, Vero Beach, Florida, on Tuesday, August 21, 2012. Present were Chairman Gary C. Wheeler, Vice Chairman Peter D. O’Bryan, and Commissioners Wesley S. Davis, Joseph E. Flescher, and Bob Solari. Also present were County Administrator Joseph A. Baird, County Attorney Alan S. Polackwich, Sr., and Deputy Clerk Maureen Gelfo.

1. CALL TO ORDER
   Chairman Wheeler called the meeting to order at 9:00 a.m.

2. INVOCATION
   Jeffrey R. Smith, Clerk of the Court and Comptroller, delivered the Invocation.

3. PLEDGE OF ALLEGIANCE
   Chairman Wheeler led the Pledge of Allegiance to the Flag.
4. ADDITIONS/DELETIONS TO THE AGENDA/EMERGENCY ITEMS

Vice Chairman O’Bryan requested the following change to the Agenda:

**WITHDRAWN: ITEM 10.B.3. REQUEST TO SPEAK BY STEVEN PHILIPSON REGARDING IMPACT FEE PER PARKING SPACE FOR R.V. CAMPGROUND**

ON MOTION by Commissioner Davis, SECONDED by Commissioner Flescher, the Board unanimously approved the Agenda as amended.

5. PROCLAMATIONS AND PRESENTATIONS

5.A. **PRESENTATION OF PROCLAMATION DESIGNATING SEPTEMBER AS NATIONAL RECOVERY MONTH IN INDIAN RIVER COUNTY**

Commissioner Solari read and presented the Proclamation to Robin Dapp, Executive Director, and David Cavell, Prevention Coalition Coordinator, for the Substance Abuse Center of Indian River County. Mr. Cavell provided information on the first annual recovery event, Recovery Works, which will be held on September 15, 2012 from 8:00 a.m. to 1:00 p.m. at Riverside Park. He stated that further information was available at the website, http://www.sacirc.org, or by calling 770-4811.

5.B. **PRESENTATION OF PROCLAMATION DESIGNATING SEPTEMBER 7, 2012 AS LITERACY DAY**

Vice Chairman O’Bryan read and presented the Proclamation to Board Member Barbara Hammond of the Learning Alliance, who was accompanied by Helene Caseltine, Lenora Ritchie, and Michael Kint. Ms. Hammond relayed that the School District has set a goal of having 90% of all third graders reading at grade level by the year 2018.
5.C. Presentation of Proclamation Honoring Glenn R. Schuessler
On His Retirement From Indian River County Health Department

Commissioner Flescher read and presented the Proclamation to Glenn R. Schuessler.

5.D. Presentation on First Annual Treasure Coast Birding Festival
By Debbie Avery, Events & Fundraising Volunteer for the Cultural Council of Indian River County

Debbie Avery presented information on the First Annual Treasure Coast Birding Festival which will take place on October 26 through 28, 2012, with Bethel Creek House to be the staging location. She explained that festival goers will be shuttled to various sites around the County, and reported that there was a need for transport vans.

Commissioner Davis observed that the festival would be a great opportunity to stimulate the local economy.

County Administrator Joseph Baird asked Ms. Avery to meet with him to see what arrangements could be made regarding transportation needs.

6. Approval of Minutes
6.B. Regular Meeting of July 3, 2012

The Chairman asked if there were any corrections or additions to the minutes. There were none.
ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Solari, the Board unanimously approved the minutes of the June 19 and July 3, 2012 meetings, as written.

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

7.A. **Proof of Publication of Unclaimed Monies for Cash Bonds Deposited with the Clerk of the Circuit Court Prior to January 1, 2011, is on File in the Office of the Clerk to the Board**

7.B. **Properties Recently Auctioned at Tax Deed Sale Where No Bids Were Received**

Noted for the record were the properties auctioned at a tax deed sale, as listed on page 4 of the agenda package.

8. **Consent Agenda**

Commissioner Flescher requested to pull Items 8.M., 8.N., and 8.O., from the Consent Agenda for discussion.

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, Board unanimously approved the Consent Agenda, as amended.
8.A. **APPROVAL OF WARRANTS AND WIRES – JULY 6, 2012 TO JULY 12, 2012**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved the list of Warrants and Wires issued by the Comptroller’s Office for the time period of July 6, 2012 to July 12, 2012, as requested in the memorandum of July 12, 2012.

8.B. **APPROVAL OF WARRANTS AND WIRES – JULY 13, 2012 TO JULY 19, 2012**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved the list of Warrants and Wires issued by the Comptroller’s Office for the time period of July 13, 2012 to July 19, 2012, as requested in the memorandum of July 19, 2012.

8.C. **APPROVAL OF WARRANTS AND WIRES – JULY 20, 2012 TO JULY 26, 2012**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved the list of Warrants and Wires issued by the Comptroller’s Office for the time period of July 20, 2012 to July 26, 2012, as requested in the memorandum of July 26, 2012.


ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved the list of Warrants and Wires issued by the Comptroller’s

8.E. **APPROVAL OF WARRANTS AND WIRES – AUGUST 3, 2012 TO AUGUST 9, 2012**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved the list of Warrants and Wires issued by the Comptroller’s Office for the time period of August 3, 2012 to August 9, 2012, as requested in the memorandum of August 9, 2012.

8.F. **INDIAN RIVER COUNTY INVESTMENT ADVISORY COMMITTEE QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDING 06-30-2012**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously accepted the Investment Advisory Committee Quarterly Report for April 1, 2012 through June 30, 2012, as recommended in the memorandum of July 27, 2012.

8.G. **QUARTERLY SUMMARY REPORT FOR ASSESSMENT OF ADDITIONAL COURT COSTS IN ACCORDANCE WITH 318.18 (13) FLORIDA STATUTES**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously accepted the Assessment of Additional Court Costs Quarterly Summary Report for the quarter ending June 2012, as recommended in the memorandum of July 27, 2012.
8.H. **DORI SLOSBERG DRIVER EDUCATION SAFETY ACT INDIAN RIVER COUNTY TRAFFIC EDUCATION PROGRAM TRUST FUND**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously accepted the Statement of Revenues, Expenditures, and Changes in Fund Balances for the Traffic Education Program, as recommended in the memorandum of July 27, 2012.

8.I. **OPEB TRUST REPORT FOR THE PERIOD 10/01/11 THROUGH 06/30/12**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved the Other Post Employment Benefits (OPEB) Trust Report for the period ending June 30, 2012, as recommended in the memorandum of July 27, 2012.

8.J. **APPLICATION FOR BOARD OF COUNTY COMMISSIONER APPOINTEE TO THE METROPOLITAN PLANNING ORGANIZATION BICYCLE & PEDESTRIAN CITIZENS ADVISORY COMMITTEE (MPO BAC)**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously appointed Christy Joan Northfield to fill the vacant position on the Metropolitan Planning Organization Bicycle & Pedestrian Citizens Advisory Committee (MPO BAC), as requested in the memorandum of August 2, 2012.
8.K. **OUT OF COUNTY TRAVEL TO ATTEND THE NATIONAL CONFERENCE ON BEACH PRESERVATION TECHNOLOGY AT THE OMNI JACKSONVILLE DOWNTOWN**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved out-of-County travel for Commissioners and staff to attend the National Conference on Beach Preservation Technology at the Omni Jacksonville Downtown from February 13, 2013 through February 15, 2013, as requested in the memorandum of August 3, 2012.

8.L. **VERO BEACH SPORTS VILLAGE UTILITY EASEMENTS AND BILL OF SALE FOR UTILITIES RELATED TO THE CLOVERLEAF SITE**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved the two utility easements and the Bill of Sale of Utility Facilities to the City of Vero Beach, and authorized the Chairman to execute the documents on behalf of the Board, as recommended in the memorandum of July 27, 2012.

DOCUMENTS ON FILE IN THE OFFICE OF THE CLERK TO THE BOARD
8.M. **PROCLAMATION AND RETIREMENT AWARD HONORING WILLIAM P. STAPLES ON HIS RETIREMENT FROM INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS DEPARTMENT OF GENERAL SERVICES PARKS DIVISION FOR TEN YEARS SERVICE**


Commissioner Flescher recognized William P. Staples, Crestial E. Stansel, and Harry F. Hicks for their dedication to the General Services Parks Division.

ON MOTION by Commissioner Flescher, SECONDED by Commissioner Davis, the Board unanimously approved the Retirement Award honoring William P. Staples on his retirement from Indian River County Board of County Commissioners Department of General Services Parks Division.

8.N. **PROCLAMATION AND RETIREMENT AWARD HONORING CRESTIAL E. STANSEL ON HIS RETIREMENT FROM INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS DEPARTMENT OF GENERAL SERVICES PARKS DIVISION FOR THIRTEEN YEARS SERVICE**

ON MOTION by Commissioner Flescher, SECONDED by Commissioner Davis, the Board unanimously approved the Retirement Award honoring Crestial E. Stansel on his retirement from Indian River County Board of County Commissioners Department of General Services Parks Division.
8.0. **Proclamation and Retirement Award Honoring Harry F. Hicks**

**On His Retirement From Indian River County Board of County Commissioners Department of General Services Parks Division**

**For Seventeen Years Service**

ON MOTION by Commissioner Flescher, SECONDED by Commissioner Davis, the Board unanimously approved the Retirement Award honoring Harry F. Hicks on his retirement from Indian River County Board of County Commissioners Department of General Services Parks Division.

8. P. **M.A.C.E. (Multi-Agency Criminal Enforcement Unit) Project**

**Generated Income (PGI) Miscellaneous Budget Amendment 015**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved: (1) the utilization of Project Generated Income (PGI) totaling $15,664; and (2) Resolution 2012-065, amending the fiscal year 2011-2012 budget.

8. Q. **Resolution Requesting Funding Assistance from State of Florida Beach Erosion Control Program – FY 2013/14**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved Resolution 2012-066, requesting assistance from the State of Florida Beach Erosion Control Program – FY 2013/14.
8.R. **Work Order No. 1 Final Pay and Release of Retainage, Carter Associates, Inc. Old Dixie Highway Right-of-Way Mapping Oslo Road North to East Bound Sr 60, IRC Project No. 1101**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved payment of Carter Associates, Inc., Invoice No. 11204-5, dated July 19, 2012, in the amount of $15,437.50 for final payment and release of retainage for Work Order No. 1, as recommended in the memorandum of July 24, 2012.

8.S. **Release of Retainage – Design Services, Agreement for Professional Civil Engineering Services with Bridge Design Associates, Inc. for IRC Project No. 0517, Oslo Road Phase III from 43rd Avenue to 58th Avenue**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved payment of Bridge Design Associates, Inc., Invoice No. 11-583/R, dated June 4, 2012, for return of retainage in the amount of $4,443.51, as recommended in the memorandum of July 23, 2012.
8.T. **RELEASE OF RETAINAGE, WORK ORDER NO. 1 WITH BRIDGE DESIGN ASSOCIATES, INC., 13TH STREET S.W. BRIDGE OVER THE SUB-LATERAL B-CANAL, IRC PROJECT NO. 0530**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved payment of Bridge Design Associates, Inc. Invoice No. 06-624/Ret, dated 07/24/2012 in the amount of $1,602.50 for release of retainage and authorized staff to cancel the balance of Work Order No. 1, as recommended in the memorandum of July 31, 2012.

8.U. **RELEASE OF RETAINAGE, WORK ORDER NO. 1 WITH BRIDGE DESIGN ASSOCIATES, INC., FOR 66TH AVENUE BRIDGE OVER THE IRFWCD MAIN RELIEF CANAL, IRC PROJECT NO. 98110-B**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved payment of Bridge Design Associates, Inc., Invoice No. 12-525/R, dated May 1, 2012, in the amount of $198.00 for return of retainage, as recommended in the memorandum of July 26, 2012.

8.V. **AMENDMENT NO. 17 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CARTER ASSOCIATES, INC., IRC PROJECT NO. 9810B, 66TH AVENUE PAVING IMPROVEMENTS (4TH STREET TO SR 60)(ADDITIONAL UTILITY IMPROVEMENTS)**
ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved and authorized the Chairman to execute Amendment No. 17 for a lump-sum amount of $4,040.00 for Carter Associates, Inc., as outlined in the Scope of Services (Exhibit “A”) dated July 27, 2012, as recommended in the memorandum of July 27, 2012.

AMENDMENT ON FILE IN THE OFFICE OF THE CLERK TO THE BOARD

8.W. CHANGE ORDER NO. 1 – FINAL PAYMENT AND RELEASE OF RETAINAGE, ROAD WIDENING OF 20TH AVENUE SW FROM 25TH STREET SW TO 21ST STREET SW, IRC PROJECT NO. 0541

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved Change Order No. 1 and payment of Timothy Rose Contracting, Inc. Application for Payment No. 8 in the amount of $40,002.92 for final payment and release of retainage, as recommended in the memorandum of August 3, 2012.

8.X. PURCHASE ORDER RATIFICATION, BRACKETT LIBRARY

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously ratified the Purchase Order to Belfor Property Restoration for books/content remediation in the amount of $71,250.00, as well as the previous Purchase Orders listed (page 147 of the agenda package) that are integral to this restoration
project, as recommended in the memorandum of August 7, 2012.


ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved final payment and full release of retainage for Work Order No. 18 with Applied Technology and Management, Inc. (ATM), in the amount of $17,212.85, as recommended in the memorandum of August 7, 2012.

8.Z. **State Aid Application/Agreement**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously authorized the Chairman to execute the State Aid to Libraries Grant Agreement with the Florida Department of State, Division of Library and Information Services, and return them to the Library Services Director to be forwarded to the appropriate State Library staff, as recommended in the memorandum of August 7, 2012.

AGREEMENT ON FILE IN THE OFFICE OF THE CLERK TO THE BOARD
8.AA. **APPROVAL OF RENEWAL FOR A CLASS E1 CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR THE PLACE AT VERO BEACH, INC. TO PROVIDE NON-EMERGENCY WHEELCHAIR SERVICES**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved renewal of the Class E1 Certificate of Public Convenience and Necessity for The Place at Vero Beach, Inc., to be effective for a period of two (2) years from August 10, 2012 to August 10, 2014, as recommended in the memorandum of July 19, 2012.

8.BB. **APPROVAL OF 2012/2013 STATE FUNDED SUBGRANT AGREEMENT TO UPDATE INDIAN RIVER COUNTY’S HAZARDS ANALYSIS**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved the State-Funded Subgrant Agreement with the State of Florida, Division of Emergency Management and acceptance of the funding provided in the agreement, as recommended in the memorandum of July 30, 2012.

AGREEMENT ON FILE IN THE OFFICE OF THE CLERK TO THE BOARD

8.CC. **MISCELLANEOUS BUDGET AMENDMENT 016**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved Resolution 2012-067, amending the fiscal year 2011-2012 budget.
8.DD. Approval of Remainder of Release of Retainage for Task 2 of Work Order No. L-1 and Change Order No. 3 to Work Order No. L-1 with G.K. Environmental, Inc. for Egret Marsh Stormwater Park

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved: (1) Alternative A1, release of remaining retainage from Work Order No. L-1, Task 2, with G.K. Environmental, Inc., and partial retainage release for landscape maintenance and exotic control service work; and (2) Alternative B1, Change Order No. 3 to Work Order No. L-1 with G.K. Environmental, Inc., and authorized the Chairman to execute it on behalf of the County, all as recommended in the memorandum of July 24, 2012.

CHANGE ORDER ON FILE IN THE OFFICE OF THE CLERK TO THE BOARD

8.EE. J.T. Wakeland & Jordan Lynn Wakeland’s Request for Partial Release of an Easement at 1300 River Ridge Drive (River Ridge Estates Subdivision)

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved Resolution 2012-068, releasing a portion of an easement on Lot 9, River Ridge Estates Subdivision.
8.FF. **Highlands Manhole Repair on 21st Street SW at 4th Avenue SW,**

**Approval of Application for Final Payment No. 1 to Labor Contractor, Melvin Bush Construction, Inc., UCP #4091**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved: (1) the total cost of the installation of the manhole repair in the amount of $8,396.52; and (2) Application for Final Payment No. 1 to the labor contractor, Melvin Bush Contracting, Inc., for $8,396.52, as presented, and as recommended in the memorandum of August 15, 2012.

8.GG. **16th Street 8” Water Main Replacement from 58th Avenue to Rosewood Court, Approval of Application for Final Payment No. 1 to Labor Contractor, Melvin Bush Construction, Inc., UCP #4074**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved: (1) the total cost of the water main replacement in the amount of $113,244.60; and (2) Application for Final Payment No. 1 to the labor contractor, Melvin Bush Contracting, Inc., for $81,348.24 as presented, and as recommended in the memorandum of August 15, 2012.
8.HH. **Thompson Elementary School Fire Hydrant Addition, Approval of Application for Final Payment No. 1 to Labor Contractor, Melvin Bush Construction, Inc., UCP #4089**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved: (1) the total cost for the installation of the fire hydrant in the amount of $4,685.76; and (2) Application for Payment No. 1 to the labor contractor, Melvin Bush Contracting, Inc., for $2,796.16, as presented, and as recommended in the memorandum of August 15, 2012.

8.II. **Release of Retainage under a Contract Agreement with Timothy Rose Contracting, Inc. for Construction of Public Access Improvements on the Flinn Tract of the Lagoon Greenway**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved: (1) release of retainage under the Lagoon Green Phase I Construction Agreement with Timothy Rose Contracting, Inc., and (2) authorized staff to process a retainage payment of $1,595.10 to Timothy Rose Contracting using funding from the account referenced on page 276 of the agenda package, as recommended in the memorandum of August 13, 2012.
8.JJ.  **POINTE WEST EAST VILLAGE PHASE 1 PD – TERMINATION OF COVENANT DEFERRING MAINTENANCE SECURITY FOR DEVELOPMENT**

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved the Termination of Covenant Deferring Maintenance Security for Development with Pointe West of Vero Beach, Ltd., and The Links at Pointe West, L.L.C., and authorized the Chairman to execute same for recordation in the Public Records of Indian River County, as recommended in the memorandum of August 9, 2012.

DOCUMENT ON FILE IN THE OFFICE OF THE CLERK TO THE BOARD

9.  **CONSTITUTIONAL OFFICERS AND GOVERNMENTAL AGENCIES**

9.A.  **INDIAN RIVER COUNTY SHERIFF DERYL LOAR:**

9.A.1.  **REQUEST THAT $63,000 FROM LAW ENFORCEMENT TRUST FUND BE APPLIED TO PURCHASE OF A RadPro SECURPASS WHOLE BODY SECURITY SCANNING SYSTEM**

MOTION WAS MADE by Commissioner Flescher, SECONDED by Commissioner Davis, to approve the application of $63,000.00 from the Law Enforcement Trust Fund to the purchase of a RadPro SECURPASS Whole Body Security Scanning System, with the total cost of the system at $195,000.00, as requested in the memorandum of August 13, 2012.
Sheriff Loar described the scanning system, which he said would prevent contraband from being brought into the jail. He noted that the system would be used on inmates as well as certain professional visitors.

The Chairman CALLED THE QUESTION and the Motion carried unanimously.

9.A.2. REQUEST THAT $69,974.00 FROM CRIMINAL AND SEX OFFENDER REGISTRANT FEE ACCOUNT BE APPLIED TO PURCHASE OF A RADPRO SECURPASS WHOLE BODY SECURITY SCANNING SYSTEM

ON MOTION by Commissioner Solari, SECONDED by Commissioner Flescher, the Board unanimously approved to apply $69,974.00 from the Criminal and Sex Offender Registrant Fee account to the purchase of a RadPro SECURPASS Whole Body Security Scanning System, with the total cost of the system at $195,000.00, as requested in the memorandum of August 13, 2012.

9.A.3. REQUEST THAT PROCEEDS FROM PUBLIC AUCTION OF SURPLUS PROPERTY AND EQUIPMENT BE APPLIED TO PURCHASE OF A RADPRO SECURPASS WHOLE BODY SECURITY SCANNING SYSTEM

ON MOTION by Commissioner Solari, SECONDED by Commissioner Flescher, the Board unanimously approved to apply $62,026.00 from the public auction of surplus property and equipment to the purchase of a RadPro SECURPASS Whole Body Security Scanning System,
with the total cost of the system at $195,000.00, as requested in the memorandum of August 13, 2012.

10. PUBLIC ITEMS

10.A. PUBLIC HEARINGS

10.A.1. STEVE SHIEDER’S REQUEST TO ABANDON A PORTION OF 1ST COURT SW LYING SOUTH OF 22ND STREET SE BETWEEN LOT 5 BLOCK 6 AND LOTS 1 & 2, BLOCK 2 OF THE PLAT OF FLORIDA RIDGE NO. 2 (LEGISLATIVE)

PROOF OF PUBLICATION OF ADVERTISEMENT FOR HEARING IS ON FILE IN THE OFFICE OF THE CLERK TO THE BOARD.

Planning Director Stan Boling provided background and analysis on the request of Steve Shieder for the County to abandon a 70’ right-of-way located at the south end of the Florida Ridge Subdivision in the south part of the County. He revealed that the subject right-of-way is not needed by the County; however, the Utilities Department has requested that a 15’ wide utility easement be retained. He thereafter recommended Board approval of the proposed Resolution which provides for the right-of-way abandonment and stipulates the retention of the 15’ utility easement.

The Chairman opened the Public Hearing. There being no speakers, the Chairman closed the Public Hearing.

ON MOTION by Commissioner Davis, SECONDED by Vice Chairman O’Bryan, the Board unanimously approved Resolution 2012-069, providing for the closing, abandonment, vacation and discontinuance of a portion of 1st Court SE (Avenue D) lying south of 22nd Street SE (Waters Street) between Lot 5 Block 6 and Lots 1 & 2
Block 2 as shown on the plat of Florida Ridge No. 2, recorded in Plat Book 4, Page 80, public records of Indian River County, Florida, and amended plat recorded in OR BK 8, Pages 178 and 179, of the public records of Indian River County, Florida.

10.A.2. **PUBLIC HEARING TO AMEND INDIAN RIVER COUNTY ORDINANCE NO. 98-27 PERTAINING TO SURETY BOND REQUIREMENTS FOR CERTAIN CONSTITUTIONAL OFFICERS (LEGISLATIVE)**

PROOF OF PUBLICATION OF ADVERTISEMENT FOR HEARING IS ON FILE IN THE OFFICE OF THE CLERK TO THE BOARD

County Attorney Alan Polackwich, Sr. explained that this matter relates to an old regulation found in Ordinance 98-27, which states that certain constitutional officers who are required to post a surety bond must pay for it out of their own budgets. He conveyed that Ordinance 98-27 needs to be amended to bring it into compliance with the current statute and practice of paying the bond premiums out of County funds.

The Chairman opened the Public Hearing. There being no speakers, the Chairman closed the Public Hearing.

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously adopted **Ordinance 2012-033**, amending Ordinance No. 98-27 pertaining to surety bond requirements for certain Constitutional Officers.
10.B. PUBLIC DISCUSSION ITEMS

10.B.1. REQUEST TO SPEAK BY IMPACT FEE CONSULTANTS REGARDING IMPACT FEE DENIAL 8770 65TH STREET VERO BEACH

(Clerk’s Note: The following two items were heard after Item 10.B.4. and are placed here for continuity).

Charles Wilson, representing Impact Fee Consultants, addressed the Board concerning a situation involving his clients, Tammy and Ryan Haffield, who had been notified by the County that they were eligible for an impact fee refund. He explained that due to a processing delay on the County’s end, Impact Fee Consultants decided to advance the refund money to the Haffields. Subsequently, Impact Fee Consultants was notified that the County had already paid the refund associated with the Haffields’ property, and the Haffields were therefore not eligible for the compensation. He declared that the County made a mistake by putting the Haffields on the refund list, and wondered: (1) what action the Board would take to mitigate the error; and (2) whether the refund that did not go to the Haffields would be returned to the impact fee balance and enable another fee payer to receive a refund.

A lengthy discussion followed, with input from Attorney Polackwich and Director Keating, regarding the timelines for the impact fee refund process.

Director Keating explained why denying an impact fee refund to the Haffields would not affect the number of people who qualify for a refund. He also clarified that the impact fee payment associated with the Haffield property had been refunded to the Haffields’ contractor.

Director of Budget and Management Jason Brown emphasized that the Haffields’ refund money had already been disbursed and removed from the impact fee fund balance, and the County cannot refund the money twice.
Mr. Wilson wished to know how the County will handle future mistakes, and what he should tell the Haffields.

Vice Chairman O’Bryan responded that the Haffields did not really pay the impact fees, and although he was sorry the notice was sent, if they never paid the money, they did not lose it.

Director Keating relayed that staff is running an additional report to identify all refunds that have been given in a particular time frame. Additionally, the notification letter no longer states that an individual is eligible for refund; it states that an individual may be entitled to a refund.

Administrator Baird pointed out that the key to this matter is that the Haffields did not remit the impact fee, their contractor had paid it.

No Board Action Required or Taken

10.B.2. REQUEST TO SPEAK BY OPEN PERMIT SEARCH REGARDING OPEN PERMIT SOLUTION

Mr. Wilson brought up an issue that he feels is negatively impacting the economy, specifically in the area of home sales. He stated that building permits that have expired and never been closed out (“open permits”) create problems for home sellers and real estate professionals, because an existing open permit gets passed onto the homebuyer. He relayed that his new company, Open Permit Search, helps individuals look for open permits, and that other Florida counties have a searchable computer database. He deemed the County Building Department’s database largely unusable because it requires information that is available only to the person who pulled the permit. He also observed that because the computer systems used by the Building Department and Property Appraiser are incompatible, taxable improvements might not appear on the Property Appraiser’s database.
Director Keating disclosed that currently, the public can access the County’s permitting database by entering an address into the computer in the Building Department’s lobby. He reported that staff is trying to facilitate an online permit search application, but some difficulties have arisen due to security issues. He noted that Mr. Wilson and his staff have been given training to access the information from the County’s computer.

The Board acknowledged the importance of ensuring that the County and the Property Appraiser’s computer systems are compatible after the Property Appraiser gets his new computer system and upgrades have been made to the Building Department’s system. Several Commissioners also expressed concerns about homeowners not realizing they are ultimately responsible for closing out a permit, and suggested that the homeowners sign an informational statement acknowledging that it is their responsibility to do so if the contractor does not.

ON MOTION by Commissioner Solari, SECONDED by Commissioner Davis, the Board unanimously directed staff to review the problems that are associated with open permits, with the goal of upgrading within the next few months, the Community Development Department’s E-Permitting system to provide an online permit search application that will be compatible with the Property Appraiser’s computer system.

10.B.3. WITHDRAWN: REQUEST TO SPEAK BY STEVEN PHILIPSON REGARDING IMPACT FEE PER PARKING SPACE FOR R.V. CAMPGROUND

Commissioner Flescher relayed that Mr. Philipson had withdrawn his request to speak.
10.B.4. REQUEST TO SPEAK BY BRIAN CARMAN, MARINE RESOURCES COUNCIL REGARDING FERTILIZER ORDINANCE

Brian Carman, 1190 Ainsley Avenue SW, Indian River Neighborhood Association and Marine Resources Council Board Member, played a videotape featuring Sarasota County Commissioner Jon Thaxton reporting on the beneficial impacts that adopting a fertilizer ordinance has had upon Sarasota County waterways and marine life. After the video presentation, Mr. Carman relayed the request of the Marine Resources Council for the Board to adopt a similar fertilizer ordinance, which he felt would educate the public and set the standard for fertilizer use. He stressed that the proposed ordinance would not solve all the pollution issues affecting the Indian River Lagoon, but many Counties have found that enacting the ordinance has resulted in cleaner waterways. Mr. Carman implored the Commissioners to have staff draft the proposed ordinance and hold a public hearing before making their decision.

Commissioner Davis observed that although he did not disagree with the intent of the ordinance, he deemed it unenforceable. He preferred to use education, rather than regulation, to inform the public about the best practices for fertilizer usage.

Commissioner Solari pointed out that Scotts Miracle-Gro Company is voluntarily removing phosphorous from their fertilizer, and did not feel an ordinance was warranted. He outlined some projects that the County has successfully implemented to remove nutrients and prevent contamination from entering the Lagoon, and noted that today’s Agenda Item, 12.J.1, (pages 369-376 of the agenda package) is related to another pollution control project. He affirmed the Commissions’ dedication to preserving the Lagoon, but stressed that education, not regulation, is the best way to accomplish that goal.

Chairman Wheeler believed that the ordinance would be unenforceable, and would create conflict between those following the law and those ignoring it. He remarked that education would work better, with less conflict between people, and that much more focus has been placed on the fertilizer ordinance than on what the County has already accomplished.
Mr. Carman proposed that the Commissioners talk to Commissioner Thaxton and/or other people in counties such as Hillsborough, who have successfully implemented the ordinance.

Commissioner Solari offered to visit Sarasota and speak with Commissioner Thaxton in the upcoming months.

Vice Chairman O’Bryan also advocated using education to help people develop environmentally sound practices, and suggested mailing out flyers (copy on file) developed by Scotts Miracle-Gro, outlining best practices for lawn care and fertilizer use. He affirmed that there is concrete evidence that the County’s pollution control projects have enhanced the health of the Lagoon.

Commissioner Flescher agreed with fellow Commissioners that Sarasota’s ordinance was unenforceable. He advocated utilizing instead, the Florida Department of Environmental Protection’s (FDEP) Model Ordinance for Florida-Friendly Use of Fertilizer on Urban Landscapes.

Attorney Polackwich advised that the FDEP encourages, but does not mandate, local governments to adopt and enforce an ordinance based upon their model.

County Administrator Joseph Baird felt that it would be beneficial to have a workshop meeting highlighting the projects that the County has undertaken to clean up the Lagoon.

Commissioner Davis requested that information be relayed at the workshop on how much pollution is being kept out of the Lagoon.

Commissioner Flescher supported the idea of holding a workshop meeting, and welcomed further input on the fertilizer ordinance at that session.
MOTION WAS MADE by Commissioner Flescher, for the Board to hold a Workshop Meeting relative to preservation of the Indian River Lagoon, outlining projects that have been undertaken, and continuing to explore the feasibility of implementing a fertilizer ordinance. MOTION DIED for lack of a second.

Chairman Wheeler was in favor of having staff make a presentation at a regular County Commission meeting. He wished to have the report include information on what has been done towards Lagoon restoration, why it was successful, and projections for future accomplishments.

ON MOTION by Commissioner Davis, SECONDED by Commissioner Solari, the Board unanimously directed staff to give a presentation at a future County Commission meeting on the pollution control projects undertaken by the County relative to the conservation of the Indian River Lagoon, and what staff’s projections are for future conservation measures.

The Chairman called a recess at 10:33 a.m., and reconvened the meeting at 10:46 a.m., with all members present.

10.C. PUBLIC NOTICE ITEMS - NONE

11. COUNTY ADMINISTRATOR MATTERS - NONE
12. DEPARTMENTAL MATTERS

12.A. COMMUNITY DEVELOPMENT

12.A.1. CONSIDERATION OF A REQUEST FOR A LOCAL JOBS GRANT BY A TARGET INDUSTRY COMPANY (BRIDGEVINE, INC.)

Community Development Director Robert Keating provided background on Bridgevine, Inc.’s request for a local jobs grant. He stated that Bridgevine is an existing information technology company that intends to create 25 new jobs, which are all eligible for the jobs grant. He revealed that County staff and the Chamber of Commerce have performed the due diligence process and found no indications that the company should not receive the grant. He thereafter confirmed that in accordance with the Economic Development Council, staff recommends that the Board approve the local jobs grant to Bridgevine, in the amount of $129,000, and authorize the Chairman to execute the agreement after approval by appropriate County staff and the County Attorney’s office.

Helene Caseltine, Economic Development Director, Indian River County Chamber of Commerce, 1216 21st Street; revealed that Bridgevine has been in the community for about 10 years, as well as maintaining an office in Atlanta. She stated that with the jobs that will be created, over $1 million in paychecks will be circulating in the local economy.

Terence Channon, representing Bridgevine, through a PowerPoint presentation, provided an overview of his company. He said that clients include Comcast, AT&T, ADT Security, and Bounce Energy, and explained how Bridgevine helps them attract customers.

Commissioner Davis discussed with Mr. Channon the opportunities for local residents to find jobs with Bridgevine. Mr. Channon relayed the company’s intention to hire local residents, and said that employment information is available at their website, http://bridgevine.com.

Commissioner Flescher endorsed Bridgevine as a great place to work, and voiced his support for the jobs grant.
Vice Chairman O’Bryan relayed that Ms. Caseltine has set up a meeting between Bridgevine and Indian River State College, relative to training students. He also mentioned that outside visitors coming into the local Bridgevine offices will have a positive impact on the economy.

ON MOTION by Vice Chairman O’Bryan, SECONDED by Chairman Wheeler, the Board unanimously approved:
(1) a local jobs grant of up to $129,000 for Company (Bridgevine, Inc.); and (2) authorized the Chairman to execute the Jobs Grant Agreement with Company (Bridgevine, Inc.) after approval of the agreement by appropriate County staff and the County Attorney’s office, as recommended in the memorandum of August 8, 2012.

AGREEMENT ON FILE IN THE OFFICE OF THE CLERK TO THE BOARD

12.A.2. CONSIDERATION OF A REQUEST FOR A LOCAL JOBS GRANT BY A TARGET INDUSTRY

Director Keating provided background information on a new company’s request for a local jobs grant. He reported that because the company (“the Company”) has requested confidentiality, he cannot reveal their name; however, the business is related to the aquaculture industry. He stated that 52 new jobs will be created, 23 of which are eligible for a jobs grant in the amount of $73,000. He affirmed that County staff and the Chamber of Commerce have performed their due diligence, with no indications that the County should not proffer the jobs grant. He thereafter advised that the Economic Development Council supports the jobs grant, and gave staff’s recommendation for the Board to approve the local jobs grant to the Company in the amount of $73,000, and authorize the Chairman to execute the agreement after approval by appropriate County staff and the County Attorney’s office.
Ms. Caseltine reported that the Chamber of Commerce has been working with the Company, which will be located in Fellsmere, for the last three years. She stated that their primary focus will be on producing restaurant quality shrimp, and invited the Board and public to visit their demonstration site at the Tracking Station Park.

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Flescher, the Board unanimously: (1) approved a local jobs grant of up to $73,000 for the Company; and (2) authorized the Chairman to execute the Jobs Grant Agreement with the Company after approval of the agreement by appropriate County staff and the County Attorney’s office, as recommended in the memorandum of August 8, 2012.

AGREEMENT ON FILE IN THE OFFICE OF THE CLERK TO THE BOARD

Commissioner Davis mentioned that Martin County was considering the installation of a customs facility at Witham Field Airport in Stuart, and wondered if there was a way for this County to pursue that facility. He also mentioned that Martin County was discussing doing some defunding of their Business Development Board, and wondered if the County could “buy that number” and have it forwarded.

12.B. Emergency Services - None

12.C. General Services - None

12.D. Human Resources - None

12.E. Human Services - None
12.F. LEISURE SERVICES - NONE

The Chairman called a recess at 12:11 p.m., and reconvened the meeting at 12:19 p.m., with all members present.

12.G. OFFICE OF MANAGEMENT AND BUDGET

12.G.1. HB 5301 – MEDICAID BACKLOG UPDATE AND RECOMMENDATION

Management and Budget Director Jason Brown provided background and analysis pertaining to House Bill 5301 (HB 5301), which authorizes the State to collect back payments on Medicaid bills that were disputed and not paid by Florida counties. He explained that the Agency for Health Care Administration (AHCA) was directed to verify the accuracy of the State’s claims, and after reviewing Indian River County’s bills, the original backlog amount of $1,395,169 was reduced to $997,851. Staff then submitted further challenges on claims that were deemed incorrect; after AHCA reviewed the figures again, they agreed to make another adjustment after August 1, 2012, bringing the County’s new total to $939,270. Director Brown thereafter presented staff’s recommendation for the Board to approve the Medicaid Backlog certified amount of $939,269.58, which will come to $790,433.61 after the 15% credit for full payment is applied.

ON MOTION by Commissioner Solari, SECONDED by Commissioner Flescher, the Board unanimously approved the payment of 85% of the Agency of Health Care Administration’s (AHCA) August 1, 2012 certification figure (less subsequent credits), in the amount of $790,433.61. This amount will be deducted from the County’s State Revenue Sharing payments over a five-year period, as stated and recommended in the memorandum of August 14, 2012.
12.H. RECREATION - NONE

12.I. PUBLIC WORKS - NONE

12.J. UTILITIES SERVICES

12.J.1. REQUEST TO PURCHASE 13 ACRES OF LAND, PARCEL ID # 33-39-23-00001-0090-00001.0, ADJACENT TO THE SOUTH WATER PLANT, BEALE ENTERPRISE HOLDINGS, INC. OWNER

Director of Utilities Erik Olson, referencing Item 10.B.4. (related to Marine Resources Council’s request for a fertilizer ordinance), elaborated on the County’s commitment with respect to restoration of the Indian River Lagoon. He described pollution control projects that are situated at the Main Relief Canal; the Egret Marsh Regional Stormwater Park (“Egret Marsh”), and Spoonbill Marsh, and affirmed that the three projects have proven effective in enhancing the water quality of the Lagoon.

Director Olson recalled that at the July 17, 2012 County Commission meeting, the Board approved (conditioned upon a property appraisal and Phase I Environmental Audit) the purchase from Beale Holdings, Inc., of 13 acres of land adjacent to the South County Reverse Osmosis Water Treatment Plant. He explained that the land would be used to construct the Pollution Control (PC) South Phase 1 Algal Turf Scrubber Project, which will be identical to the PC project at Egret Marsh. He revealed that subsequent to the July 17, 2012 meeting, Beale Holdings decided to increase their purchase price from $650,000 to $750,000. Director Olson explained why it still made economic sense to acquire the property, and recommended that the Board move forward with the land acquisition and development of the pollution control project.

MOTION WAS MADE by Commissioner Solari, SECONDED by Vice Chairman O’Bryan, to approve staff’s recommendation.
Commissioner Solari requested that staff incorporate additional pollution control measures at the site, such as polishing ponds and plant mats. He observed that people would enjoy touring the water treatment facility, and asked staff to investigate the cost for installing a path between the site and the future South County Regional Park Intergenerational Recreation Facility, which is being constructed adjacent to the area.

Director Olson affirmed that staff had plans to incorporate polishing ponds in the new PC project.

Commissioner Davis wondered if it would be possible to also provide an opportunity for the public to do some fishing onsite.

Director Olson responded that staff would explore that possibility.

Administrator Baird affirmed that the County was planning to have pedestrian trails at the new recreational facility. He agreed that the public would enjoy viewing the water operations, but advised that staff would have to ensure compliance with Homeland Security regulations.

Bob Johnson, Coral Wind Subdivision, requested information on the funding sources for the project.

Administrator Baird revealed that 80% of the revenue will come from the Utility Fund; grant money will provide the remaining 20%.

The Chairman CALLED THE QUESTION and the Motion carried unanimously. The Board: (1) found that the pollution control project is needed to accommodate new growth in the County, and that new growth will benefit from the cleaner water in the Indian River Lagoon.
which will result from the project; and (2) approved the contract to purchase the property owned by Beale Holdings, Inc., as recommended in the memorandum of August 13, 2012.

CONTRACT ON FILE IN THE OFFICE OF THE CLERK TO THE BOARD

13. COUNTY ATTORNEY MATTERS

13.A. REQUEST FOR CLOSED ATTORNEY-CLIENT SESSION RELATING TO INDIAN RIVER COUNTY VS. TURNER CONSTRUCTION COMPANY, ET AL (ROOF CASE)

Attorney Polackwich provided background information on the lawsuit between the County and Turner Construction Company, et al. He explained that there has been an ongoing problem with roof leaks at the County Administrative Complex, and the defendants in the lawsuit have come up with a scope of services to permanently remedy the problem. He reported that staff would be meeting with all the interested parties on Monday, August 27, 2012, to see if the lawsuit can be settled based on the proposed remediation plan, and requested that a closed attorney-client session be scheduled on Tuesday, September 18, 2012 at 10:30 a.m., so staff can obtain input from the Board regarding this matter.

ON MOTION by Commissioner Flescher, SECONDED by Commissioner Solari, the Board unanimously approved to hold a closed Attorney-Client session regarding Indian River County vs. Turner Construction Company, et al (Roof Case), to occur at 10:30 a.m., on Tuesday, September 18, 2012, as recommended in the memorandum of August 14, 2012.
13.B. **REQUEST FOR ATTORNEY-CLIENT SESSION CONCERNING EMINENT DOMAIN LITIGATION FOR THE MARY CHARLENE BROWN CASE**

Deputy County Attorney William DeBraal relayed the request of the County’s outside counsel, Anthony Policastro and John LeRoux, to meet with the Board to discuss the results of the mediation session that was held on the Mary Charlene Brown case. He recalled that the case is associated with property located at 5145 and 5115 66th Avenue that was owned by Ms. Brown and acquired by the County through eminent domain. He thereafter requested that the Board approve the request and hold a closed attorney-client session on Tuesday, September 11, 2012 at 10:30 a.m., with Attorneys Policastro and LeRoux participating by telephone.

ON MOTION by Commissioner Davis, SECONDED by Vice Chairman O’Bryan, the Board unanimously approved to hold a closed Attorney-Client session between the Board and its attorneys concerning the Indian River County vs. Mary Charlene Brown lawsuit, and schedule the session for September 11, 2012 at 10:30 a.m., as recommended in the memorandum of August 15, 2012.

13.C. **REQUEST FROM PNC FINANCIAL SERVICES RE SUBSTITUTION OF SECURITY ON DEFAULTED DEVELOPMENT PROJECTS**

Attorney DeBraal provided background and conditions on PNC Financial Service’s (“PNC”) request, which pertains to required sidewalk improvements that were never made at two foreclosed subdivisions, Citrus Springs Village G and Serenoa Phase 1. He conveyed that PNC has two prospective buyers for the subject properties and would like the County to return to PNC the security funds that were collected and intended for the sidewalk improvements (but never used), and allow the new purchasers to post substitute security for the sidewalks. He suggested that the Board allow the substitution of acceptable security, provided that the deed restrictions stipulate that the sidewalk improvements must be constructed before the projects receive the
Certificate of Occupancy. He noted that some lots are still privately owned, and PNC and the new developers will see if those owners will agree to the aforesaid deed restriction. He thereafter clarified that staff’s recommendation would include directing the bank and the new developers to get approval from the lot owners about the deed restriction stipulating the construction of the sidewalks prior to the Certificate of Occupancy.

(Clerk’s Note: During his presentation, Attorney DeBraal pointed out that his recommendation was a fourth option that was not included with the three options provided on page 381 of the agenda package).

Commissioner Davis wanted to see the deed restriction structured so that it would become null and void upon completion of the sidewalk improvements.

Attorney DeBraal agreed that the deed restriction could include language to that effect, as long as the remaining deed restrictions and covenants provide for maintenance of the sidewalk.

MOTION WAS MADE by Commissioner Flescher, SECONDED by Commissioner Davis, to: (1) allow the substitution of acceptable security from the successor developers, based upon inclusion of a stipulation in the deed restriction that the required sidewalk improvements at Citrus Springs Village G and Serenoa Phase 1 must be constructed before the projects receive the Certificate of Occupancy, with the deed restriction becoming null and void upon completion of the sidewalks; and (2) direct PNC Financial Services and the new developers to seek approval from the lot owners in Citrus Springs Village G and Serenoa Phase 1 whose properties have not been acquired by PNC, to agree to said deed restriction.
Commissioner Davis addressed a question about whether PNC was obligated to take on the sidewalk improvements.

Vice Chairman O’Bryan felt the deed restriction was rather open-ended, and suggested imposing a 10-year deadline for the developers to build the sidewalk improvements.

Barry Segal P.A., representing developer, GHO Homes, spoke in support of Attorney DeBraal’s recommendation. He assured the Board that it is in his clients’ economic interest to move this project forward quickly.

A brief discussion ensued among the Commissioners, staff, and Attorney Segal, during which it was decided to give the successor developers 10 years and a five-year grace period to complete the sidewalk construction.

MOTION WAS AMENDED by Commissioner Flescher, SECONDED by Commissioner Davis, to stipulate a timeframe of 10 years and a five-year grace period for the successor developers to complete the sidewalk improvements.

Attorney Segal stated that the deal breaker would be if his clients decide they cannot make the required improvements in 15 years.

Commissioner Davis told Attorney Segal to let the Board know if it is a deal breaker.

Commissioner Solari suggested stipulating the time frame as 15 years, omitting the verbiage about the five-year grace period.

AMENDED MOTION was changed by Commissioner Flescher, SECONDED by Commissioner Davis, to
stipulate a timeframe of 15 years for the successor developers to complete the sidewalk improvements.

The Chairman CALLED THE QUESTION, and the final amended Motion carried unanimously. The Board: (1) approved the substitution of acceptable security from the successor developers, based upon inclusion of a stipulation in the deed restriction that the required sidewalk improvements at Citrus Springs Village G and Serenoa Phase 1 must be constructed before the projects receive the Certificate of Occupancy, AND within the timeframe of 15 years, with the deed restriction becoming null and void upon completion of the sidewalks; and (2) directed PNC Financial Services and the new developers to seek approval from the lot owners in Citrus Springs Village G and Serenoa Phase 1 whose properties have not been acquired by PNC, to agree to said deed restriction.

13.D. NOTICE OF INTENT TO SELL SURPLUS STATE LAND – INDIAN RIVER CORRECTIONAL INSTITUTION

Attorney DeBraal provided background and analysis regarding the State’s intention to sell surplus land at the site of the former Indian River Correctional Institution, consisting of approximately 99 acres adjacent to Interstate 95. He advised that the County had a 40-day window in which to act, and recommended that the Board obtain the required appraisal and then render a decision on whether or not to purchase the subject property.

Attorney Polackwich explained that the State allows educational institutions, State agencies, and counties to bid on the land before the public. He told Board members that they would not be making a decision on whether to purchase the land today, but on whether they
would commit to pay for the required appraisal. He reiterated that this was a time-sensitive matter.

Chairman Wheeler wished to know whether the County would be allowed to purchase a portion of the property.

Attorney Polackwich responded that the State was looking for a buyer for the entire parcel.

Vice Chairman O’Bryan wanted to know whether, if the County purchases the land, there would be any restrictions on what can be done with the parcel, and if the County would be allowed to sell the land.

Attorney Polackwich stated the property must be used for a public purpose, and explained the regulations relative to the resale of the property.

Vice Chairman O’Bryan suggested that the County consider selling some of the land to a non-profit organization to be used for shelter-type housing.

Chairman Wheeler felt that a part of the facility could be used for law enforcement activities, such as training sessions.

Attorney Polackwich clarified that the Board’s action today would be to approve a Resolution expressing the County’s desire to move forward with a purchase of the State’s surplus property, subject to the appraisal. He advised that there would not be time for staff to return with the Resolution, but that it would encapsulate today’s discussion.

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously authorized staff to draft and send to the State of Florida, Bureau of Public Land Administration, Division of State
Lands, Resolution 2012-070, proposing to acquire State-owned lands from the Board of Trustees of the Internal Improvement Trust Fund.

13.E. AGREEMENT FOR WITHDRAWAL FROM PARTICIPATION IN THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP)

Attorney DeBraal provided background on the request of the Indian River County Housing Authority to withdraw as the County’s subgrantee/subrecipient in the Neighborhood Stabilization Program (NSP). He related that the Housing Authority was in possession of three remaining properties which would be conveyed to the County for sale to a qualified buyer, and that the County would pay their attorney’s outstanding fees for work that has already been performed. Attorney DeBraal thereafter relayed staff’s recommendation for the Board to approve the Housing Authority’s withdrawal from the NSP Program.

ON MOTION by Vice Chairman O’Bryan, SECONDED by Commissioner Davis, the Board unanimously approved and authorized the Chairman to execute the Agreement for Withdrawal from Participation in the Neighborhood Stabilization Program by the Indian River County Housing Authority, as recommended in the memorandum of August 15, 2012.

AGREEMENT ON FILE IN THE OFFICE OF THE CLERK TO THE BOARD

13.F. PERMISSION TO ADVERTISE FOR AMENDMENTS TO INDIAN RIVER COUNTY CODE CHAPTER 302 – ANIMAL CONTROL

ON MOTION by Commissioner Flescher, SECONDED by Vice Chairman O’Bryan, the Board unanimously approved amending Indian River Code Section 302.04, to
include an exemption from the licensure requirement of an animal from rabies vaccination due to age or medical condition when verified in writing from a veterinarian, as recommended in the memorandum of August 15, 2012.

14. COMMISSIONER ITEMS

14.A. COMMISSIONER GARY C. WHEELER, CHAIRMAN - NONE

14.B. COMMISSIONER PETER D. O’BRYAN, VICE CHAIRMAN - NONE

14.C. COMMISSIONER WESLEY S. DAVIS - NONE

14.D. COMMISSIONER JOSEPH E. FLESCHER - NONE

14.E. COMMISSIONER BOB SOLARI

14.E.1. RESIDENTIAL BEST MANAGEMENT PRACTICES

Commissioner Solari reported that he and Vice Chairman O’Bryan have individually been working on developing Best Management Practices for residential use of yard fertilizer. He was seeking the Board’s consensus to compile information with regards to yard care, recycling, water resources, and septic tanks, and make it available as an educational resource on the County’s website. He requested that this matter be brought up again at the County Commission meeting of September 18, 2012, and asked staff to report at that meeting on a price for inserting a Best Management Practices flyer into the County’s utility bills.

Vice Chairman O’Bryan noted that he had a flyer on Best Management Practices from Scotts Miracle-Gro Company that contained some excellent information, and he would provide a copy (on file) to the Commissioners.
ON MOTION by Commissioner Solari, SECONDED by Commissioner Davis, the Board unanimously: (1) approved to develop and promulgate a set of Best Management Practices for County residents with regards to yard care, recycling, water resources, and septic tanks, and make it available on the County’s website; and (2) directed staff to report at the September 18, 2012 County Commission meeting on the costs of including a Best Management Practices flyer with the utility bills.

15. SPECIAL DISTRICTS AND BOARDS

15.A. EMERGENCY SERVICES DISTRICT - NONE

15.B. SOLID WASTE DISPOSAL DISTRICT

The Regular Board of County Commissioners reconvened as the Board of Commissioners of the Solid Waste Disposal District. Those Minutes are available separately.

15.B.1. APPROVAL OF MINUTES MEETING OF JULY 3, 2012

15.B.2. AMENDMENT NO. 2 TO WORK ORDER NO. 2 TO GEOSYNTEC TO UTILIZE KESSLER CONSULTING FOR TECHNICAL ASSISTANCE WITH RECYCLING AGREEMENT

15.B.3. APPROVAL FOR BID AWARD TO MANCIL’S TRACTOR SERVICE, INC. FOR CUSTOMER CONVENIENCE CENTER PAVEMENT IMPROVEMENTS (BID NO. 2012047)
15.B.4. **RECYCLABLES TRANSFER, PROCESSING, AND MARKETING SERVICES AGREEMENT**

15.C. **ENVIRONMENTAL CONTROL BOARD - NONE**

All backup documentation, resolutions, and ordinances are on file in the office of the Clerk to the Board and are hereby made a part of these minutes.

16. **ADJOURNMENT**

There being no further business, the Chairman declared the Board of County Commission meeting adjourned at 1:22 p.m.

ATTEST:

Jeffrey R. Smith             Gary C. Wheeler, Chairman
Clerk of Circuit Court & Comptroller

Minutes Approved: _________________

BCC/MG/2012 Minutes