

The public is advised to check the City website for up-to-date information on any changes to the manner in which the meeting will be held and the location.



**SEBASTIAN CITY COUNCIL REGULAR MEETING
AGENDA
WEDNESDAY, AUGUST 26, 2020 – 6:00 P.M.
CITY COUNCIL CHAMBERS
1225 MAIN STREET, SEBASTIAN, FLORIDA**

1. **CALL TO ORDER**
2. **INVOCATION** – Cantor Sara Kheel, Temple Beth Shalom
3. **PLEDGE OF ALLEGIANCE** – Led by Vice Mayor Mauti
4. **READING OF CIVILITY PLEDGE**
5. **ROLL CALL**
6. **AGENDA MODIFICATIONS**

Modifications for additions require unanimous vote of City Council Members

7. **PROCLAMATIONS, AWARDS, BRIEF ANNOUNCEMENTS**

Presentations of proclamations, certificates and awards, and brief timely announcements by Council and Staff. No public input or action under this heading.

- 20.095 A. Proclamation – Hunger Awareness Month – September 2020 - Sherry Siegfried, Director of Client Services, Treasure Coast Food Bank

Brief Announcements

September 5th - Fireworks Over the Lagoon – 8:30 p.m.

8. **PUBLIC HEARING – COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2019/2020 AMENDED ANNUAL ACTION PLAN THROUGH ADOPTION OF RESOLUTION NO. R-20-16**

20.003
pgs 8-19

A RESOLUTION OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2019/2020 AMENDED ANNUAL ACTION PLAN, RECOGNIZING RECEIPT OF ADDITIONAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AUTHORIZED BY THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES ACT), AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND TRANSMIT ALL DOCUMENTS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

Procedures for legislative public hearings:

- ✓ Mayor opens hearing
- ✓ Attorney reads resolution
- ✓ Consultant presentation
- ✓ Public input and comment
- ✓ Staff summation
- ✓ Mayor closes hearing
- ✓ Council deliberation and action

20.003
pgs 20-22

Announcement - CDBG funding is available from HUD for the purpose of housing rehabilitation for very low to moderate income individuals and families that reside in owner occupied residences within the legal limits of the City

The City is soliciting applications from eligible home owners and licensed contractors interested in bidding for providing these services.

Please see the attached application information or refer to the City's website for further information.

9. **CONSENT AGENDA**

All items on the consent agenda are considered routine and will be enacted by one motion. There will be no separate discussion of consent agenda items unless a member City Council so requests; in which event, the item will be removed and acted upon separately. If a member of the public wishes to provide input on a consent agenda item, he/she should request a Council Member to remove the item for discussion prior to start of the meeting or by raising his/her hand to be recognized.

pgs 23-37

A. Approval of Minutes - June 24, 2020 Regular City Council Meeting

pgs 38-45

B. Approval of Minutes - July 1, 2020 Special City Council Meeting

pgs 46-51

C. Approval of Minutes - July 7, 2020 Special City Council Meeting

pgs 52-61

D. Approval of Minutes - July 8, 2020 Regular City Council Meeting

pgs 62-63

E. Approval of Minutes – July 13, 2020 Special City Council Meeting

pgs 64-76

F. Approval of Minutes - July 22, 2020 Special & Regular City Council Meeting

20.094
pgs 77-88

G. Approve Agreement between the Sebastian Charter Junior High, Inc. and the City of Sebastian and for a School Resource Officer and Authorize the Mayor to Execute Appropriate Documents (Transmittal, Agreement)

10. **COMMITTEE REPORTS & APPOINTMENTS**

City committee reports and Council Member regional committee reports. No public input or action except for City committee member nominations and appointments under this heading.

20.049
pgs 89-107

A. Natural Resources Board (Transmittal, Applications, Ad, List)

i. Fill One Expired, Regular Member Position – New Term to Expire July 1, 2023

ii. Fill One Expired, Regular Member Position – New Term to Expire July 1, 2023

iii. Fill One Expired, Regular Member Position – New Term to Expire July 1, 2023

iv. File One Expired, Alternate Member Position – New Term to Expire July 1, 2023

11. **UNFINISHED BUSINESS**

20.002
pgs 108-142

A. Presentation of Proposed FY 2020-21 Budget and Capital Improvement Program (Transmittal, PPT, P&Z Minutes)(Draft Plan http://public.cityofsebastian.org/PDFs/2021Budget/20200624_DraftBudgetBook.pdf)

12. **PUBLIC INPUT**

The heading on Regular Meeting agendas "Public Input" provides an opportunity for individuals to bring NEW INFORMATION OR REQUESTS TO CITY COUNCIL NOT OTHERWISE ON THE PREPARED AGENDA. Individuals are asked to attempt to resolve matters with staff prior to meetings. Individuals are asked to provide copies of material for Council one week prior to the meeting if they intend to refer to specific material. City Council will not debate an issue during Public Input but may by consensus direct a Charter Officer in regard to the item if necessary or place a requested item on a future agenda.

13. **NEW BUSINESS**

20.051
pgs 143-166

- A. Resolution No. 20-13 – Accepting the 3rd Quarter Financial Report and Recognizing Necessary Amendments and Adjustments to the FY 2019-2020 Annual Budget (Transmittal, R-20-13, Report)

A RESOLUTION OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA APPROVING AN AMENDMENT AND RECOGNIZING CERTAIN ADJUSTMENTS TO THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020 AS PROVIDED FOR IN EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

20.096
pgs 167-206

- B. Resolution No. R-20-14 – Public Transportation Grant Agreement to Design and Establish Sewer Services on the West Side of the Sebastian Municipal Airport (Transmittal, R-20-14, PTGA)

A RESOLUTION OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE ESTABLISHMENT OF SEWER UTILITY SERVICE AIRPORT WEST SIDE AT THE SEBASTIAN MUNICIPAL AIRPORT; PROVIDING FOR CONFLICT; PROVIDING SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

20.097
pgs 207-246

- C. Resolution No. R-20-15 – Public Transportation Grant Agreement to Design and Conduct Square Hangar Site Development Work at the Sebastian Municipal Airport (Transmittal, R-20-15, Agreement)

A RESOLUTION OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR SQUARE HANGAR SITE ENGINEERING AND DEVELOPMENT AT THE SEBASTIAN MUNICIPAL AIRPORT; PROVIDING FOR CONFLICT; PROVIDING SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

14. **CITY ATTORNEY MATTERS**

15. **CITY MANAGER MATTERS**

16. **CITY CLERK MATTERS**

17. **CITY COUNCIL MATTERS**

- A. Vice Mayor Mauti
B. Council Member Gilliams
C. Council Member Hill
D. Council Member Parris
E. Mayor Dodd

18. **ADJOURN** (All meetings shall adjourn at 9:30 p.m. unless extended for up to one half hour by a majority vote of City Council)

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE PROCEEDINGS AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE HEARD. (F.S.286.0105)

IN COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT (ADA), ANYONE WHO NEEDS A SPECIAL ACCOMMODATION FOR THIS MEETING SHOULD CONTACT THE CITY'S SEATING **COORDINATOR, GARY HURST** AT 388-8251 – GHURST@CITYOFSEBASTIAN.ORG AT LEAST 48 HOURS IN ADVANCE OF THIS MEETING.

HEARING ASSISTANCE HEADPHONES ARE AVAILABLE IN THE COUNCIL CHAMBERS FOR ALL GOVERNMENT MEETINGS.

Future Council Meeting Dates:

September 9, 2020 – Regular City Council Meeting – 6:00 pm

September 14, 2020 – Special Meeting – 1st Public Hearing on Millage & FY20/21 Budget/CIP/Financial Policies

September 23, 2020 – Regular City Council Meeting – 6:00 pm

October 14, 2020 – Regular City Council Meeting – 6:00 pm

October 28, 2020 – Regular City Council Meeting – Cancelled to Accommodate Early Voting

PROCEDURES FOR PUBLIC INPUT IN ACCORDANCE WITH RESOLUTION R-20-02

Regular City Council Meetings

Public input is *ALLOWED* under the headings:

- ✓ Consent Agenda
- ✓ Public Hearings
- ✓ Unfinished Business
- ✓ New Business
- ✓ Public Input

Public input is *NOT ALLOWED* under the headings:

- ✓ Proclamations, Awards, Brief Announcements (*except for individuals giving or accepting proclamations or awards*);
- ✓ Committee Reports and Appointments (*except for committee members giving reports and applicants being interviewed for committee appointments*);
- ✓ City Council Matters
- ✓ Charter Officer Matters

Council may, by majority vote, call upon an individual to provide input if desired.

Workshops and Special Meetings.

Public input is limited to the item on the agenda

Time Limit

Input on agenda items *where public input is permitted* on agendas is FIVE MINUTES; however, City Council may extend or terminate an individual's time by majority vote of Council members present.

Input Directed to Chair

Speakers shall address the City Council IMMEDIATELY PRIOR TO CITY COUNCIL DELIBERATION of the agenda item and ALL INPUT SHALL BE DIRECTED TO THE CHAIR, unless answering a question of a member of City Council or City staff. Individuals shall not address City Council after commencement of City Council deliberation on an agenda item after public input has concluded, provided, however, the Mayor and members of City Council may recall an individual to provide additional information or to answer questions.

Certain Remarks Prohibited

Personal, impertinent, and slanderous remarks, political campaigning and applauding are not permitted and may result in expulsion from the meeting. The Chair shall make determinations on such remarks, subject to the repeal provisions below.

Appealing Decisions of Chair

Any member of Council may appeal the decision of the Chair to the entire Council. A majority vote of City Council shall overrule any decision of the Chair.

Public Input Heading on Agenda

The heading on Regular Meeting agendas "Public Input" provides an opportunity for individuals to bring NEW INFORMATION OR REQUESTS TO CITY COUNCIL NOT OTHERWISE ON THE PREPARED AGENDA. Individuals are asked to attempt to resolve matters with staff prior to meetings. Individuals are asked to provide copies of material for Council one week prior to the meeting if they intend to refer to specific material. City Council will not debate an issue during Public Input but may by consensus direct a Charter Officer in regard to the item if necessary or place a requested item on a future agenda.

Ways To Do Public Input

As of May 14th, 2020, all upcoming board and council meetings held by the City of Sebastian can be held by Virtual Meetings. Some or all elected officials or board members may choose to participate through video conferencing and members of the public will be provided with several options to participate in the meeting.

These meetings will be broadcasted live on Comcast Channel 25, ATT Channel 99, the City's website (www.cityofsebastian.org/live), Facebook (<https://www.facebook.com/cityofsebastian/live>), UStream (<https://video.ibm.com/channel/channel25>), YouTube (<https://www.youtube.com/sebastianflorida/live>).

For members of the public to participate in these virtual meetings, they will have the following options:

To participate in Virtual Meetings (NOT INCLUDING ANY QUASI-JUDICIAL HEARINGS) please use the following methods:

1. Maximum Density Capacity as allowed by the Governor DeSantis Executive Order Number 20-52 & 20-112

Meetings will be conducted in accordance with the Governor DeSantis Executive Order Number 20-52/20-112. Thus, members of the public that want to be heard will be able to do so. Because of social distancing guidelines, there are only 26 seats available within the city council chambers. These seats will have ADA preference given to them. Additionally, will be no available seating in the atrium (Lobby). There will seating will be available outside of the city hall in the courtyard with a television and speakers. Please see a member of staff, when you arrive, if you are planning on speaking or need anything relating to ADA at least 48 hours in advance.

All public speaking will be done inside the chambers using a special microphone setup that will allow public input while making sure that there are no surfaces to be touched. In order to provide an orderly manner of input, we will be giving out numbers. These numbers will be called in order so that we can allow people to queue (line-up) while maintaining appropriate social distancing. There will be marks on the floor where someone can stand while waiting for their turn.

At all times, members of the public must strictly adhere to the mandates of EO 20-83 and must keep the appropriate social distancing of a minimum of six (6) feet at all times.

The City will NOT be providing any face coverings, please bring your own.

2. Zoom Webinar - Audio Participation Possible During The Meeting

Via the Zoom.us Application (must be installed on computer or phone)

When the agenda is published, the Zoom.us information should be included with it, as well as it being listed with the agenda on the city's website.

This information will include a link will be provided for those who wish to view or participate in virtual meetings in a timely manner. There will also be telephone numbers. You can dial any of the numbers provided with the zoom information, and then entering the Webinar ID for the meeting when prompted.

The Webinar ID will be provided in a timely manner for upcoming virtual meetings.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82795926799>

Or iPhone one-tap :

US: +19294362866,,82795926799# or +13017158592,,82795926799#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 929 436 2866 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 827 9592 6799

International numbers available: <https://us02web.zoom.us/j/82795926799>

Attendees may be allowed to speak, when called on, by raising their hands (via the app or by pressing *9 while dialed in) and then waiting for permission to speak. More information can be found on the City's Website at <http://www.cityofsebastian.org/images/ZoomTipsRaiseHand-1587151643835.pdf>

More instructions may follow as needed.

If you are having issues with the online virtual meeting, please contact us at 772-388-8226 or email us at costv@costv.cityofsebastian.com and we will attempt to assist you.

Please visit the website for detailed instructions on how to provide public comment using any of the previously mentioned options.



CITY COUNCIL AGENDA TRANSMITTAL FORM

Council Meeting Date: August 26, 2020

Agenda Item Title: Community Development Block Grant (CDBG) Amended Annual Action Plan for FY 2019/2020 Public Hearing and Adoption of Resolution No. R-20-16

Recommendation: Staff recommends approval of the Community Development Block Grant (CDBG) Amended Annual Action Plan for FY 2019/2020 through adoption of Resolution No. R-20-16

Background:

On April 2, 2020, the City of Sebastian received additional Community Development Block Grant (CDBG) funding in the amount of \$74,778, authorized by the Coronavirus Aid, Relief and Economic Security Act (CARES Act), Public Law 116-136. The supplemental funding will be incorporated into the existing housing rehabilitation program as an extension of assistance to homeowners meeting the outlined needs criteria. The City did not receive an amount that could really make an impact independently so it was decided to include this funding into the existing program to make a greater impact especially during this time of economic need.

AMENDED ACTION PLAN FOR 2019/2020:

The City received \$74,778 from the CDBG Program under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The City is required to amend the 2019/2020 Action Plan to use these funds. The amended total funding for 2019/2020 is \$198,452. The Activities including CARES funding proposed are: Housing Rehabilitation (Veterans, Elderly and Disabled) - \$109,822.40; Public Improvements (Sidewalks) - \$50,000.00; and Administration - \$38,629.60. The estimated amount to benefit low- and moderate-income persons for the CDBG Program is 80%.

The City expects no displacement of families, individuals, or businesses to occur as a result of the activities. Should displacement occur as a result of any project or activity, the City will follow the regulations of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The Action Plan has been developed using an estimate of the amount of 2019 CDBG entitlement funding that the City anticipates receiving from the U.S. Department of Housing and Urban Development (HUD). Funding amount revisions will be made to the activities in the Action Plan should the exact amount of funding awarded by HUD differ from this estimate. Priority activities will remain the same regardless of the amount of funding received from HUD. The City will adhere to the Citizen Participation Plan amendment requirements if an activity will be added to or cancelled from the Action Plan. The City may also use unprogrammed CDBG monies to fund 2019 CDBG activities as needed or/ or until the 2019 funds are made available from HUD.

There were no comments presented to the Community Development Department in regards to the allocation of funds during the 30 day commenting period.

Resolution No. R-20-16 provides for the approval of: (1) Approves the 2019/2020 Amended Annual Action Plan; (2) and authorizes the City Manager to execute and transmit all required documents to the U.S. Department of Housing and Urban Development.

If Agenda Item Requires Expenditure of Funds:

Total Cost: _____

Fund to Be Utilized for Appropriation: _____

Administrative Services Department Review: _____

City Attorney Review: _____

Procurement Division Review, if required: _____

Attachments:

1. Amended Annual Action Plan (FY 2019\2020)
2. Resolution No. R-20-16
3. Public Notice

City Manager Authorization: _____

Date: 8/20/2020



HOME OF PELICAN ISLAND

**AMENDED
ANNUAL ACTION PLAN 2019/2020
CARES ACT**

DRAFT

**Prepared by:
Guardian CRM Inc**



I. EXECUTIVE SUMMARY

The City of Sebastian Community Development Department is pleased to present an amendment to the Annual Action Plan for 2019/20. This plan addresses programs for the Community Development Block Grant (CDBG) funding provided by the U.S. Department of Housing and Urban Development and identifies the first programmatic year specific objectives and outcomes for supplemental funding under the CARES act CDBG funding. This amendment adds funding from the CARES Act to the Annual Action plan for use in responding to the COVID 19 outbreak.

To provide a suitable living environment

This includes improving the safety and livability of neighborhoods; increasing access to quality facilities and services; reducing the isolation of income groups within areas by de-concentrating housing opportunities and revitalizing deteriorating neighborhoods; restoring and preserving natural and physical features of special value for historical, architectural or aesthetic reasons; and conserving energy resources.

To provide decent housing

Included within this broad goal are the following: assist homeless persons in obtaining affordable housing; retain the affordable housing stock; increase the availability of permanent housing that is affordable to low and moderate income residents without discrimination; and increase supportive housing the includes structural features and services to enable persons with special needs to live in dignity. Additionally, code, health and safety repairs will make in home quarantine safer and more livable for the elderly and disabled.

To expand economic opportunities

Within this goal are creating jobs accessible to low and very low-income persons; providing access to credit for community development that promotes long term economic and social viability; and empowering low- income persons in federally assisted or public housing to achieve self sufficiency.

II. CITIZEN PARTICIPATION

This plan was created through consultation with various agencies and public hearings open to the public for comment on the needs of low- to moderate-income persons in the City.

The City has not received any written comments relative to the CDBG program, and if any are received, they will be documented in future Action Plans.

III. RESOURCES

The City is slated to receive an allocation for the CDBG program for FY2019 of \$123,674. Additional funding was received under the CARES act in the amount of \$74,778 (CDBG-CV).

Table 1: Funding Sources

Funding Source	Amount
Community Development Block Grant	\$198,452.00

Utilizing CDBG funds will help leverage other funds, including monies from the tax increment financing district (Community Redevelopment Area) and other dedicated revenue funds for capital improvements.

IV. ANNUAL OBJECTIVES

During the first year, the City wishes to keep the program simple to meet the national objective of benefiting low to moderate income persons through housing and eliminating blighted/deteriorated public facilities.

The goals and objectives to be carried out during the action plan period are indicated by placing a check in the following boxes:

<input checked="" type="checkbox"/>	Objective Category Decent Housing Which includes:	<input checked="" type="checkbox"/>	Objective Category: Suitable Living Environment Which includes:	<input type="checkbox"/>	Objective Category: Expanded Economic Opportunities Which includes:
<input type="checkbox"/>	assisting homeless persons obtain affordable housing	<input type="checkbox"/>	improving the safety and livability of neighborhoods	<input checked="" type="checkbox"/>	job creation and retention
<input type="checkbox"/>	assisting persons at risk of becoming homeless	<input checked="" type="checkbox"/>	eliminating blighting influences and the deterioration of property and facilities	<input type="checkbox"/>	establishment, stabilization and expansion of small business (including micro-businesses)
<input checked="" type="checkbox"/>	retaining the affordable housing stock	<input type="checkbox"/>	increasing the access to quality public and private facilities	<input type="checkbox"/>	the provision of public services concerned with employment
<input type="checkbox"/>	increasing the availability of affordable permanent housing in standard condition to low-income and moderate-income families, particularly to members of disadvantaged minorities without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability	<input type="checkbox"/>	reducing the isolation of income groups within areas through spatial deconcentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods	<input type="checkbox"/>	the provision of jobs to low-income persons living in areas affected by those programs and activities under programs covered by the plan
<input type="checkbox"/>	increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/AIDS) to live in dignity and independence	<input type="checkbox"/>	restoring and preserving properties of special historic, architectural, or aesthetic value	<input type="checkbox"/>	availability of mortgage financing for low income persons at reasonable rates using non-discriminatory lending practices
<input type="checkbox"/>	providing affordable housing that is accessible to job opportunities	<input type="checkbox"/>	conserving energy resources and use of renewable energy sources	<input type="checkbox"/>	access to capital and credit for development activities that promote the long-term economic social viability of the community

Table 2: 2010 CDBG Activities

Activity	Amount
Sidewalk Repair/Replacement ADA CRA	\$50,000.00
Home Repair Program for Veterans, Elderly and Disabled	109,822.40
Administration	38629.60

The City of Sebastian’s Community Development Department staffs are the lead agency for the development and implementation of the Consolidated Plan and the Annual Action Plan. The Staff, stakeholders, and the City Council itself have all worked in cooperation for the development of the plan.

V. DESCRIPTION OF ACTIVITIES

PROJECT 1 – PUBLIC FACILITIES, LMI AREA (CENSUS TRACTS OF 51% LMI)

Sidewalk Repair/Replacement (North Central Avenue)

1. Description: Engineering design and construction of an ADA sidewalk. Replaces a blighted, crumbling downtown sidewalk.
2. National Objective: Slum and Blight Area
3. Completion Date: September 30, 2022
4. Outcome Indicator: Replace blighted sidewalk with new ADA sidewalk within Sebastian’s Community Redevelopment Area (CRA)
5. Outcome Statement: Eliminating blighting influences and the deterioration of property and facilities. Benefit to LMI Census Areas.

PROJECT 2 – HOME REPAIR PROGRAM FOR VETERANS, ELDERLY AND THE DISABLED

City Wide application for LMI Veterans, Elderly and the Disabled

1. Description: Provision of home rehabilitation work targeted for veterans. Home repairs may include rehabilitation to make the improvements for someone with disabilities. Home repairs will be primarily for code, health, safety and disabilities. Repairs to the homes of the elderly and disabled will allow them to quarantine in a safe and code compliant dwelling during the COVID 19 outbreak.
2. Completion date: September 30, 2022
3. Service Area: City-wide
4. Outcome Indicator: Rehab Two LMI Households for Code, Safety and ADA needs
5. Outcome Statement: No major findings, and timely expenditure of funds. Benefit to four LMI households.

VI. GEOGRAPHIC DISTRIBUTION/ALLOCATION PRIORITIES

To further the objectives of the grant, it is necessary to identify the location of neighborhoods by Block Groups where the majority of households are very low, low- or moderate- income households.

The Block Groups that have a population where the percent of low- income households is greater than 50% are illustrated on the map below and are listed as:

- Block Group 3 of Census Tract 508.08 (55.92% LMI)
- Block Group 2 of Census Tract 508.06 (54.75% LMI)
- Block Group 1 of Census Tract 508.08 (60.26% LMI)
- Block Group 1 of Census Tract 508.06 (54.22% LMI)
- Block Group 2 of Census Tract 508.05 (50.51% LMI)

Refer to the Consolidated Plan Chapter 1 for census tract maps

The CRA district qualifies as meeting the national objective of eliminating slum and blighted area as so designated by the City under Chapter 163, Part III, Florida Statutes. Therefore, CDBG funded activities would be eligible under the National Objective for those that “address slums and blight on an area basis” at 24 CFR, 570,208 (b) of the federal Regulations. Most of the CRA area also falls within Census Tracts that are greater than 50% LMI.

VII. ANNUAL AFFORDABLE HOUSING GOALS

For the first year, the City has not established any goals relative to housing. Rather the City seeks to support the County’s use SHIP and other state funded programs developed through Housing Trust Funds for the provision of affordable housing.

VIII. PUBLIC HOUSING

The City will participate in any Public Housing needs assessment process to address needs and planned activities.

IX. HOMELESS AND SPECIAL NEEDS

The City of Sebastian does not receive public or private funds to address homeless needs. However, the City will provide technical assistance and staff support to the Treasure Coast Homeless Services Council.

X. BARRIERS TO AFFORDABLE HOUSING

The City will continue to support Comprehensive Plan and Land Development Code changes that address housing needs identified:

- Regulatory barriers including zoning regulations and impact fees
- Need for additional affordable housing units

Strategies to remove these regulatory barriers include changing regulations to allocate density bonuses for developments that will build affordable units. Also, local municipalities may choose to refund impact fees and other fees like building permit fees. The Shimberg Center projects that over the next five, ten, fifteen years the need for housing, while affordable in Sebastian will continue to grow. The projected needs based upon households paying 50% or more of their income for housing costs.

Refer to the Consolidated Plan Chapter 2 for Shimberg Center the projected affordable housing need.

XI. OTHER ACTIONS

Antipoverty strategy

The City will coordinate with various agencies whenever possible for activities like employment outreach and training to respond to individuals and families.

Lead Based Paint

The City will continue to coordinate with the State Department of Health whenever to ensure that structures in the housing program (as applicable) with lead based painted are properly remediated.

XII. CDBG PROGRAM SPECIFIC REQUIREMENTS

Of primary note, the City does not expect to generate or receive any program income from CDBG funded projects. There is not any program income received in a preceding year program. The City does not have a Section 108 loan.

Surplus funds are not applicable in this annual action plan.

There are no CDBG grant funds unexpended from a prior year.

There is not income from float-funded activities.

None of the projects listed in this action plan are categorized as “Urgent Need” per the HUD regulations.

The City will ensure that over a three-year period, 70% of CDBG funds are utilized for activities that benefit low- and moderate- income persons.

DRAFT

RESOLUTION NO. R-20-16

A RESOLUTION OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2019/2020 AMENDED ANNUAL ACTION PLAN, RECOGNIZING RECEIPT OF ADDITIONAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AUTHORIZED BY THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES ACT), AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND TRANSMIT ALL DOCUMENTS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sebastian adopted Resolution No. R-19-17 in August 2019 approving the CDBG 2019/2020 Annual Action Plan;

WHEREAS, the City of Sebastian has prepared the 2019/2020 Amended Annual Action Plan pursuant to all requirements of the U.S. Department of Housing and Urban Development; and

WHEREAS, the City of Sebastian received additional Community Development Block Grant (CDBG) funding in the amount of \$74,778, authorized by the Coronavirus Aid, Relief and Economic Security Act (CARES Act), Public Law 116-136; and

WHEREAS, the City of Sebastian is required to amend the 2019/2020 Action Plan to use these funds; and

WHEREAS, Notice of the Public Hearing regarding the Amended Annual Action Plan was published in a newspaper of general circulation; and

WHEREAS, the Amended Annual Action Plan was made available for review and comments 30 days prior to the adoption by City Council at City Hall and on the City website; and

WHEREAS, the City of Sebastian conducted a public hearing on August 26, 2020, for citizen review and comment; and

WHEREAS, the proposed CDBG projects and activities are consistent with the U.S. Housing and Urban Development's National Objectives.

NOW THEREFORE, THE CITY OF SEBASTIAN HEREBY DETERMINES, FINDS, AND RESOLVES AS FOLLOWS:

Section 1. (1) Approves the 2019/2020 Amended Annual Action Plan; (2) and authorizes the City Manager to execute and transmit all required documents to the U.S. Department of Housing and Urban Development.

Section 2. CONFLICT. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 3. SCRIVENER'S ERRORS. Sections of this resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of further action of the City Council by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE. This resolution shall become effective upon adoption.

The forgoing Resolution was moved for adoption by _____. The motion was seconded by _____ and, upon being put to a vote, the vote was as follows:

Mayor Ed Dodd	_____
Vice Mayor Charles Mauti	_____
Council Member Jim Hill	_____
Council Member Damien Gilliams	_____
Council Member Pamela Parris	_____

The Mayor thereupon declared this Resolution duly passed and adopted this 26th day of August 2020.

CITY OF SEBASTIAN, FLORIDA

By: _____
Ed Dodd, Mayor

ATTEST:

Jeanette Williams, MMC
City Clerk

Approved as to Form and Content for
Reliance by the City of Sebastian Only:

Manny Anon, City Attorney

CITY OF SEBASTIAN SUMMARY NOTICE

FY 2019 ACTION PLAN AMENDMENT

The City of Sebastian will be adopting an Amendment to the Action Plan for federal fiscal year 2019/2020. The Action Plan is a single funding year planning document that addresses housing and community development needs of the City. This summary is designed to give citizens, local governments, and interested parties of the City an opportunity to comment on the amendment to the 2019/20 Action Plan.

The City anticipates receiving approximately \$74,778 from the CDBG Program under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The City must amend the 2019/20 Action Plan to use these funds. The amended total funding for 2019/20 is \$198,452.

The Activities including CARES funding proposed are: Housing Rehabilitation (Veterans, Elderly and Disabled) - \$109,822.40; Public Improvements (Sidewalks) - \$50,000.00; and Administration - \$38,629.60.

The estimated amount to benefit low- and moderate-income persons for the CDBG Program is 80%.

The City expects no displacement of families, individuals, or businesses to occur as a result of the activities. Should displacement occur as a result of any project or activity, the City will follow the regulations of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The Action Plan has been developed using an estimate of the amount of 2019 CDBG entitlement funding that the City anticipates receiving from the U.S. Department of Housing and Urban Development (HUD). Funding amount revisions will be made to the activities in the Action Plan should the exact amount of funding awarded by HUD differ from this estimate. Priority activities will remain the same regardless of the amount of funding received from HUD. The City will adhere to the Citizen Participation Plan amendment requirements if an activity will be added to or cancelled from the Action Plan. The City may also use unprogrammed CDBG monies to fund 2019 CDBG activities as needed or/and until the 2019 funds are made available from HUD.

Additional information regarding the range of activities that may be undertaken will be provided at the public hearing. **The City is seeking stakeholder and public comments into the draft amended action plans, specifically from community-based organizations, non-profits, local governments and low-income residents of the City.**

The public hearing to receive citizen views concerning the community's draft consolidated and action plans will be held at the City Council Chambers, 1225 Main Street, Sebastian, Florida on **Wednesday August 26, 2019 at 5:30 p.m.**, or as soon thereafter as possible. For information concerning the public hearing, or to review the plans or to submit written comments, contact Ms. Lisa Frazier, Community Development Director at phone: (772) 388-8228 or email: lfrazier@cityofsebastian.org.

The public hearing is being conducted in a disability accessible location. Any non-English speaking person wishing to attend the public hearing or any disabled person requiring special accommodations or

an interpreter for the hearing or visually impaired should contact Ms. Lisa Frazier (above) at least five (5) calendar days prior to the meeting and accommodations will be provided.

City of Sebastian
City Council

Fair Housing/Disability Access Jurisdiction and Equal Opportunity Employer

Announcement:

The City of Sebastian has CDBG funding available from HUD for the purpose of Housing Rehabilitation for very low and low to moderate income individuals and families that are found to be income eligible and reside in owner occupied residences within the legal limits of the City of Sebastian.

The City is soliciting applications from eligible home owners and licensed contractors interested in bidding for providing these services.

- Applications for both are on the website
- An orientation has been scheduled for Thursday August 27 at City Council Chambers
- Contractor orientation will be held from 3:00-4:00
- Homeowner Applicants Orientation will be held between 5:30-6:00

Please refer to the City website for further information regarding this program.

PUBLIC NOTICE

HOUSING ASSISTANCE AVAILABLE FOR INDIVIDUALS

THE CITY OF SEBASTIAN DOES HEREBY ANNOUNCE THAT FUNDS ARE AVAILABLE FOR HOUSING REHABILITATION/REPLACEMENT THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.

THE CITY IS NOW SOLICITING APPLICATIONS FROM VERY LOW, LOW AND MODERATE INCOME (LMI) HOUSEHOLDS FOR THE REHABILITATION OF HOMES WITHIN THE CITY LIMITS.

Program Details

The City of Sebastian is providing housing assistance to owner-occupied households through the CDBG program in order to complete a HUD national objective through the revitalization of conditions in low to moderate income areas. Assistance will be provided in the form of a no interest deferred-payment loan. Only Mobile Homes built after 1996 are eligible. The City has been awarded \$50,000 in entitlement funds and an additional \$59,823 in CDBG-CV funds in accordance with the CARES act. The City is required to assist a minimum of 4 Households. Below is general information on the application process.

(CDBG) Application Process

A Homeowner Applicant Orientation, to be held at City of Sebastian City Hall Council Chambers on August 27, 2020 at 5:30 – 6:00. Attendance of Orientation is not mandatory; however, attendees will have the opportunity to ask any questions they may have regarding the CDBG Housing Rehabilitation program.

Applications are currently available for pick up at the City of Sebastian City Hall located at: 1225 Main Street, Sebastian, FL 32958 or may be downloaded from the website at www.cityofsebastian.org. **A copy of the application may be requested from the City of Sebastian CDBG consultant, Guardian CRM, Inc by calling: 1-888-482-7393. The deadline for receipt of completed applications is 60 days from publication of this ad.** Applications will be accepted at City of Sebastian Community Development Department (CDBG Housing Rehabilitation Office) located at 1225 Main Street, Sebastian, FL 32958 and time and date stamped to ensure compliance with the application acceptance period. Final application ranking shall be determined by the required guidelines set forth in the City of Sebastian CDBG Housing Assistance Plan (HAP).

All projects must benefit very low (VLI), low (LI), and low to moderate income (LMI) households. To qualify for the program, the property must be within the legal City Limits of City of Sebastian, FL; and must not exceed 80% of the Median Family Income (MFI) for the area, as determined by the 2020 Adjusted HOME Income Limits determined by the Department of Housing and Urban Development.

MFI=\$69,600	30% MFI	50% MFI	*80% MFI
	VLI	LI	LMI
1 person	\$14,650	\$24,400	\$39,000
2 persons	\$17,240	\$27,850	\$44,600
3 persons	\$21,720	\$31,350	\$50,150
4 persons	\$26,200	\$34,800	\$55,700
5 persons	\$30,680	\$37,600	\$60,200
6 persons	\$35,160	\$40,400	\$64,650
7 persons	\$39,640	\$43,200	\$69,100
8 persons	\$44,120	\$45,950	\$73,550

*Annual Household Income must not exceed this amount (80% MFI) to be eligible for the program

For More Information, contact Antonio Jenkins with Guardian CRM: 1-888-482-7393
City of Sebastian is a Fair Housing Community and an Equal Opportunity employer.





NOTICE TO HOUSING REHABILITATION CONTRACTORS

The City of Sebastian has received Community Development Block Grant (CDBG) funding from the US Housing and Urban Development for the purpose of Housing Rehabilitation for Very Low and Low to Moderate income individuals and families that are found to be income eligible and reside in owner occupied residences within the legal limits of the City Sebastian. These CDBG funds will be used to assist very low to low median income individuals and families with the rehabilitation of substandard units to bring the units to compliance with code community. The City is seeking licensed, qualified housing rehabilitation contractors to assist in facilitating the City of Sebastian CDBG program.

The CDBG funds allow for minor to substantial repairs to individual housing units qualified as a part of the City of Sebastian CDBG Program. Rehabilitation will include but not be limited to, correcting all Florida Building Code violations, providing cost effective energy conserving and allowable green features, making the dwelling accessible to handicap and elderly occupants as necessary, and correcting any health and/or safety violations that may be present. All rehabilitation repairs must meet all applicable Federal code requirements, including the minimum Section 8 Housing Quality Standards, all Florida Residential Building Codes, and all applicable city or county codes.

If you are a licensed contractor in the State of Florida (general, residential, or other appropriate license for the work) and are interested in bidding for services related to this work, please complete an application packet. (www.cityofsebastian.org). The City of Sebastian will be hosting a contractor orientation to go over the program details on **08/27/2020 at 3:00 to 4:00pm at City of Sebastian City Hall Council Chambers**. You may obtain an application at the orientation, or request a copy of the application from the City of Sebastian CDBG consultant, Guardian CRM, Inc. Should you have specific questions please contact Antonio Jenkins, Project Manager of Guardian at [1-888-482-7393](tel:1-888-482-7393).

Vendors must provide proof of workers compensation and liability insurance to be considered for this program.

City of Sebastian is an equal opportunity employer

City of Sebastian is an equal opportunity employer and encourages its approved contractors to employ W/MBE and Section 3 businesses and individuals:

What is a section 3 business or individual?

(Resident)

- Public housing residents including persons with disabilities.
- Low and very low-income persons who live in the areas where a HUD assisted project are located.

(Business)

- That is owned by Section 3 residents
- Employs Section 3 residents or Subcontracts with businesses that provide opportunities to low and very low-income persons.

How can individuals and businesses find out more about section 3?

- Contact the Fair Housing and Equal Opportunity representative at your nearest HUD Office or:
- Download Section 3 information at: https://www.hud.gov/program_offices/fair_housing_equal_opp/section3/section3



**SEBASTIAN CITY COUNCIL
REGULAR MEETING &
BOARD OF ADJUSTMENT &
COMMUNITY REDEVELOPMENT AGENCY
MINUTES
WEDNESDAY, JUNE 24, 2020 - 6:00 P.M.
CITY COUNCIL CHAMBERS
1225 MAIN STREET, SEBASTIAN, FLORIDA**

1. Mayor Dodd called the Regular City Council Meeting to order at 6:00 p.m.
2. A moment of silence was held.
3. Council Member Gilliams led the Pledge of Allegiance.
4. Mayor Dodd read the Civility Pledge.
5. **ROLL CALL**
Mayor Ed Dodd
Vice Mayor Charles Mauti
Council Member Damien Gilliams
Council Member Jim Hill
Council Member Pamela Parris

City Staff Present:

City Manager Paul Carlisle
City Attorney Manny Anon, Jr.
City Clerk Jeanette Williams

6. **AGENDA MODIFICATIONS** - None
7. **PROCLAMATIONS, AWARDS, BRIEF ANNOUNCEMENTS**

Brief Announcements

Reminder – 4th of July Fireworks have been postponed to September 5th

Mayor Dodd announced the fireworks have been postponed and there will be a residential paper shredding event scheduled for July 18 at Southeast Secure Shredding in Vero Beach.

He also invited the public to participate in the comp plan update noting the meeting dates are available on the City's website. He stated the next element (comp plan section) to be considered will be the Parks, Recreation, and Open Space on July 27th.

The City Manager gave a COVID-19 update noting the number to look at is number of individuals testing positive. He encouraged the public to continue to hand wash, sanitize, wear a mask and practice social distancing.

He said he has been discussing how to enforce a mask mandate with County officials and noted one way is to use the “no shirt, no shoes, no service” idea where customers can chose which businesses they feel comfortable with. He said the mask requirement is a work in progress; the enforcement is a challenge.

Mayor Dodd said an Orlando bar was closed by the Florida Dept. of Alcohol and Tobacco because the people were not social distancing and several individuals became infected. He asked that as patrons, everyone be careful that we don't hurt the owners of the establishments by not wearing masks.

Council Member Gilliams noted the wearing of masks has to be a community effort, statewide.

The City Manager stated Miranda Hawker with the Florida Department of Health has the City on the list to be a test site and will let us know when tests will be available.

8. **Recess the City Council Meeting and Convene the Board of Adjustment Hearing**

Mayor Dodd recessed the City Council meeting and convened the Board of Adjustment meeting at 6:11 p.m.

A. Approval of January 8, 2020 Board of Adjustment Minutes

Motion by Mr. Gilliams and SECOND by Ms. Parris to approve the January 8, 2020 Board of Adjustment meeting minutes passed with a unanimous voice vote of 5-0.

B. **Quasi-Judicial Public Hearing**

JOSEPH AND JULIA SCOZZARI, IN REGARDS TO LOT 26, BLOCK 381, SEBASTIAN HIGHLANDS UNIT 11, LOCATED IN THE RS-10 (RESIDENTIAL SINGLE-FAMILY) ZONING DISTRICT AT 1411 THORNHILL LANE, ARE REQUESTING A VARIANCE TO ALLOW AN EXISTING 1728 SF ACCESSORY STRUCTURE TO BE CONSIDERED THE PRINCIPAL STRUCTURE OF THE LOT FOR STORAGE USE, WHEREAS THE CODE DEFINES A DWELLING UNIT TO BE DEEMED THE PRINCIPAL STRUCTURE IN A RESIDENTIAL ZONING DISTRICT, AND WHEREAS THE CODE DOES NOT ALLOW A STORAGE FACILITY [AS THE PRINCIPAL STRUCTURE] AS A PERMITTED OR CONDITIONAL USE IN THE RS-10 ZONING DISTRICT.

(Transmittal, Report, Criteria, Exhibits, Application, Notice)

6:13 pm

Chairman Dodd opened the hearing and the City Attorney read the title of Mr. and Mrs. Scozzari's request.

Ex Parte Communication

Chairman Dodd indicated he had four telephone conversations and one meeting with the applicant. Vice Chairman Mauti said he spoke to the applicant and met with him at the property. Mr. Gilliams also said he spoke to the applicant. Ms. Parris said she spoke to the applicant on the phone.

In response to the City Attorney's request to identify the subject matter of the board members conversations, they all indicated they spoke in regard to the requested variance.

Andrea Coy, 501 Palm Avenue, asked if Mr. Gilliams had any business activities with the applicant. The City Attorney advised the contrary statement should be regarding the conversations or site visits that were disclosed by the board members.

Mr. Gilliams stated he threw Mr. Scozzari out of his business.

Christopher Nunn asked if there were any promises made to Mr. Scozzari. The City Attorney stated the board member did not indicate any promises.

The City Clerk swore in everyone that was to provide testimony.

Michael Saproun, representing Mr. and Mrs. Scozzari, said he was retained after the March 18th hearing was not held at which time he regrouped with the Scozzaries and discussed what they really wanted. He said they bought the property to enjoy the benefit of the personal storage facility (further referred to as the barn) which was permitted and approved in 1994 but the unity of title was never received by the original owner. The Scozzaries would now like to fence the property with an adjacent lot that they own to protect the property. Mr. Saproun stated the City has acquiesced over time that the storage facility is considered to be the principal structure.

Julie Scozzari said they bought this property a year ago but lived next to it for 17 years and they would like to put up a fence to protect the property and prevent liabilities. She stated they do not intend to run their commercial roofing business out of this building and requested approval.

Joe Scozzari said they have come to the City in good faith, an error was made in 1994, the title is clear to the properties.

Staff Presentation

The Community Development Manager said Mr. and Mrs. Scozzari's request has changed since the March 18 and April 22 Board of Adjustment meetings. In April, they wanted to unify the lot to the house and there were some variances that would have been needed. She asked that the Staff Report dated June 17, 2020 be entered into record.

She said today, she found a note in the file from June 2018 indicating that Mr. Scozzari wanted to join the 1,700 sq. ft. accessory structure onto his double lot which was his initial approach to the City. Council Member Gilliams objected to her entering the note into the record because it was not part of the backup.

The Community Development Manager said at that time staff assumed the barn had been unified to the original permanent structure it was permitted to, because it was a requirement for issuance of the building permit. She let him know that the City would need a survey to see if the unity could be released; there wasn't a fence application until January 2020. Based on the survey submitted, staff determined four variances would be needed.

She noted this barn and a Quonset hut in the area of Brisbane were the two impetuses that prompted the existing code into place.

The Community Development Manager reported the barn did meet all of the required conditions in 1994; the staff report does not state that staff or the court house made an error with the unity of title but just simply it cannot be located. She stated the City did not discover this until Mr. Scozzari made his request which refutes Mr. Saproun's comment that the City acquiesced to this. She also noted if the barn would be allowed to be the principal structure, it would not be in compliance with the comp plan; once the properties are unified, the Scozzaries can begin to install the fence.

Mr. Mauti said he understood people's rights to protect their property as he came before the board to fence his vacant lots at which time he found that his rights were being taken away because he wanted to protect his property. A simple fence should not be denied.

Mr. Saproun said the unity wasn't followed up on in 1994 and it did not appear on the title search when the Scozzari's bought the property and in fairness they should have been noticed they would have a problem. He said he would like the board to say they understand the properties weren't unified, you can have the fence.

Chairman Dodd noted the hearing was to define the barn as the principal structure and was not a decision on the fence.

Ms. Parris asked if there was a grandfather effect to the unity of title. Mr. Saproun said that would be the same as acquiesce.

Mr. Gilliams said this was on March 18 agenda and asked if there was a difference between that agenda and this one. Mr. Saproun said the meeting was adjourned before his client could ask for the unity of title and now that the Scozzari's have thought about their property and would now like to keep the lot separate and have the barn to be considered a principal structure. Mr. Gilliams asked Mr. Saproun if his client was denied his hearing and due process.

In response to Chairman Dodd, Mr. Scozzari stated that Mr. Dodd did call him on March 18 to let him know the why the hearing would not take place and he did not come to the March 18 meeting.

Mr. Gilliams continued to talk about the March 18 meeting and Chairman Dodd called for a ten minute recess at 6:51 p.m. The hearing reconvened at 6:57 p.m. All members were present.

Chairman Dodd stated during the quasi-judicial process, the board is obligated to make their decision based on the evidence presented by the applicant and the staff.

Mr. Gilliams said the application started March 18 and was postponed to April 22 and further because of the pandemic and the lack of meetings; he wanted the board to take everything into consideration.

The City Attorney advised they were at the point in the agenda that questions could be asked of staff and the applicant; Mr. Gilliams could continue his discussion during the deliberations.

In response to Mr. Gilliams, Mr. Saproun stated the applicant would not be using the structure for his commercial business.

There was no one to speak in favor of the request.

In Opposition

Tracey Cole said she was upset that Mr. Saproun's letter addressing the closure of the March 18 meeting was being used to overtake the City; she did not want to see the request approved because every lot could have a two story storage unit.

Grace Reed said she did not know the applicant but her concern is this is not primary structure but storage and should always be.

Sharon Herman, Sebastian, said the zoning was changed to keep this from becoming routine in the City and if this was opened up this could happen anywhere in town which isn't reasonable.

Andrea Coy, Sebastian, said in regard to Mrs. Scozzari's comments, a dumpster should not be allowed on residential lots, she has pictures of three roofing trucks on their property and workers should not be coming and going to a residential site for their work vehicles.

Ms. Coy said at the last time the variance was presented, the City recommended approval because there was unity of title but tonight's request was a different variance. She asked the board to follow the City's rules and do it right.

Applicant's Response

Mr. Scozzari said the dumpster goes on his two lots.

Mr. Saproun said he heard legitimate concerns that if this was granted, structures would pop up everywhere but that is not true. The Scozzaries do not want to unify the lots to have something to fall back on if the world continues to turn upside down (they could sell one of the lots); and the code definition does not limit dwellings as principal structures in residential districts.

Mrs. Scozzari said they have one employee that comes to their house every morning; they have a unified lot next to her house where she keeps her trucks, and a boat. They are trying to do this the right way.

The City Attorney asked for a meeting pause to speak to the Community Development Manager.

Staff Summarization

The Community Development Manager stated the City did not acquiescence to the absent unity of title because the City did not realize there wasn't one and staff proceeded to advise

the applicant on the procedure to correct the unification to eliminate non-conformities on their property. She said Mr. Saproun is correct in that the code does not say, in a residential district that a residence is the only allowed primary structure. The RS40 district allows other uses such as churches to be primary. But it does not allow storage facilities as permitted or conditional uses in the residential districts.

She went over the criteria required by code to approve the variance to which staff felt the request did not meet. (See attached)

7:24 pm

Board Deliberations

Mr. Gilliams asked if conditions of approval could be attached to the variance. The City Attorney advised there could be; as well as restrictions. Mr. Gilliams asked if a condition could be that the lot would stay single but future owners would have to own property within 300 feet. The Community Development Manager stated the lot could be sold to a different owner but she wasn't sure if they could impose restrictions on who a new owner could be.

Ms. Parris said the omission of the word *only* (in definitions) led her to believe that the barn could be considered the principal dwelling; the family is considering safety and liability, it was only fair to vote in favor of their request.

7:27 pm

Mr. Hill stated they cannot grant the request; it is not an allowable use. He noted that staff is willing to work with the applicant to get the fence around their property.

Vice Chairman Mauti asked what the difference was between a storage facility and a garage.

Mr. Hill replied the unity of title is critical so the storage facility becomes the accessory structure to the home.

Vice Chairman Mauti said the applicant could put up a fence on one side, receive a permit from the neighbor in the back and have his fence; he just won't receive his stand alone building; and it could go on for another 20 years.

Chairman Dodd said the one thing the City can't do is to provide exceptions to the code because it is convenient, they should change the code instead of allowing exceptions. He said the code is very clear that every time, a person asks to build a garage or storage facility the property owner is required to have a unity of title. He said he couldn't support this option because a storage facility is not defined as a primary structure; he said they could change the code to open up the residential areas to commercial development.

MOTION by Mr. Hill and SECOND by Chairman Dodd to deny Mr. and Mrs. Scozzari's application.

Mr. Gilliams said he could list three or four properties on Indian River Drive with variances; based on who someone is, there are waivers and favors. He said he would deny Mr. Hill's motion.

Chairman Dodd noted that he didn't believe he ever said he wouldn't support this because he doesn't like the guy but because it doesn't fit the code.

Chairman Dodd called for a break at 7:40 p.m. and reconvened the meeting at 7:46 p.m. All members were present.

The motion was to disapprove the request to define the accessory structure as the principal structure on the lot; a yes is to deny the application.

Roll call: Vice Chairman Mauti - nay
Mr. Gilliams - nay
Mr. Hill - aye
Ms. Parris - nay
Chairman Dodd - aye

Motion failed. 3-2.

MOTION by Mr. Gilliams and SECOND by Ms. Parris to approve the variance for Joseph and Julie Scozzarri in regards to lot 26, block 381, Sebastian Highlands Unit 11.

Roll call: Mr. Gilliams - aye
Mr. Hill - nay
Ms. Parris - aye
Chairman Dodd - nay
Vice Chairman Mauti - nay

Motion failed. 3-2.

Mr. Gilliams started to make a motion to include a condition that if the Scozzaries would sell the property, they would have to sell the lot to someone who lives within 500 feet of the structure.

Chairman Dodd said he wasn't sure how that could be stipulated as the code was clear. The City Attorney advised that the City's position outlined on pages 11-51 of the agenda backup were to be included as part of the record.

7:53 pm

9. **Recess the Board of Adjustment Hearing and Convene the Community Redevelopment Agency Meeting**

Mayor Dodd adjourned the Board of Adjustment Hearing and convened the CRA meeting.

A. MOTION by Mr. Hill and SECOND by Vice Chairman Mauti to approve the February 26, 2020 CRA Meeting Minutes passed with a unanimous voice vote.

20.080

B. Approve Sidewalk Replacement at Riverview Park under the Timothy Rose Contracting, Inc. Concrete Construction Service Agreement in the Amount of \$78,622.36 and Authorize the City Manager to Execute the Appropriate Documents (Transmittal, Quote, Bid, Plan, Minutes Excerpt)

The City Manager said the sidewalk replacement is part of Riverview Park tree protection plan to remove existing sidewalk and replace it with a more substantial sidewalk. In regard to the bidding process, the City Manager explained that the City does multiple year contracts

with contractors to obtain the best price and if each project was to go out to bid, the unsuccessful contractors would eventually stop bidding. He noted upon the rebidding process, all contractors are welcome to bid.

Chairman Dodd said when there are events in the park the vendors fill up the sidewalk space and asked if they should open up Harrison Drive or Indian River Drive for vendor booths.

The City Manager said the plan is to protect the root structure from compaction; and, the ultimate plan is to block off Harrison Street to expand the promenade for booths.

MOTION by Chairman Dodd and SECOND by Mr. Gilliams to approve the sidewalk replacement at Riverview Park under the Timothy Rose Concrete agreement.

Public Input

Ben Hocker, Sebastian, asked if the material will be permeable to get the water to the roots of the trees. Mayor Dodd advised it would be concrete and the park's trees did not have a problem in receiving water.

Bob Bedea said, he too, would like to see pervious surfaces in the park

Charles Stadelman, Sebastian, asked if the plan added additional sidewalk to the area. Mayor Dodd advised it would widen the sidewalks and replace them where they exist now.

Mr. Stadelman noted there wasn't any disability crosswalk at US 1 and CR512; at Indian River Drive and CR512; or on Harrison Street.

Mayor Dodd said FDOT would have to address the crossings on US 1. The Community Development Director said there is not a crosswalk at Indian River Drive because of the drainage structure. She stated she would be open to any suggestions from him or the public.

The City Manager stated sidewalk concrete would be six inches thick without rebar.

Roll call:	Council Member Hill	- aye
	Council Member Parris	- aye
	Mayor Dodd	- aye
	Vice Mayor Mauti	- aye
	Council Member Gilliams	- aye

Motion carried. 5-0

10. **Recess the Community Redevelopment Agency Meeting and Reconvene the Regular City Council Meeting**

Mayor Dodd adjourned the CRA meeting and reconvened the City Council meeting at 8:09 p.m. All members were present.

11. **CONSENT AGENDA**

- 20.081 A. Approve Sole Source Purchase of Police Carport from Carolina Carports in the Amount of \$22,747.50 and Authorize the City Manager to Execute the Appropriate Documents (Transmittal, Letter, Quote)

- 20.082 B. Approve the Sole Source Purchase of Ten (10) Mobile Radio Systems to Install in Police Patrol Vehicles from Communications International in the Amount of \$30,612.11 and Authorize the City Manager to Execute the Appropriate Documents (Transmittal, Letter, Quote)

- 20.083 C. Approve Alcoholic Beverages for Nowlin Family Event at Yacht Club on 7/11/20 from 3:00 p.m. to 7:00 p.m. – Permittee DOB Verified (Transmittal, Application, Receipt)

Council Member Gilliams asked to pull Item B.

MOTION by Council Member Hill and SECOND by Council Member Parris to approve Consent Agenda Items A and C.

Roll call:	Council Member Parris	- aye
	Mayor Dodd	- aye
	Vice Mayor Mauti	- aye
	Council Member Gilliams	- aye
	Council Member Hill	-aye

Motion carried. 5-0

Item B - Police Radios

Council Member Gilliams asked if another city could use the police radios. The City Manager explained all of the law enforcement agencies are going to the same system to communicate on the same frequency so they would not be able to use the radios.

MOTION by Council Member Gilliams and SECOND by Council Member Parris to approve the purchase of ten mobile radio systems to install in police patrol vehicles from Communications International.

There was no public input on this item.

Roll call:	Mayor Dodd	- aye
	Vice Mayor Mauti	- aye
	Council Member Gilliams	- aye
	Council Member Hill	- aye
	Council Member Parris	- aye

Motion carried. 5-0

12. **COMMITTEE REPORTS & APPOINTMENTS**

City committee reports and Council Member regional committee reports. No public input or action except for City committee member nominations and appointments under this heading.

- 20.084 A. IRC Affordable Housing Committee – Council Member Gilliams (Committee Agenda Item, 2019 Report)
- i. Request for municipalities to review/update their regulations to encourage development of more housing that is affordable to various income groups

Council Member Gilliams reported the Committee is looking for areas in the comp plan of Indian River County’s municipalities for affordable housing. The Community Development Director advised the Planning and Zoning Commission will be discussing affordable housing as part of Sebastian’s housing element review on July 30.

Council Member Gilliams also reported that during the distribution of the Tourist Development funds he noticed the Sebastian River Area Chamber of Commerce cut their budget in half.

- 20.085 B. Parks Integrated Pest Management Plan Update (no backup)

The Leisure Service Director stated that the Sub-Committee voted to give final approval on the first five sections of the Integrated Pest Management Plan draft which included the role of the IPM Sub-Committee and the IPM Coordinator. He announced that Kim Haigler, who has been assisting throughout the process, will be the IPM Coordinator. She has taken on the role of putting this plan together and also seeking outside advice from her contacts.

He said another section approved by the Sub-Committee included the Standard Operating Procedures along with the discussion on non-chemical methods that will be utilized at the different city properties according to their use. The uses were separated out in the plan as athletic, active and passive and there is a list of parks in the plan as well.

He continued by saying that the staff and committee members are now focused primarily on the IPM’s chemical methodology which will categorize all chemical controls based on pest population assessment and tolerance thresholds.

He said once the plan is approved by the IPM Sub-Committee it will be presented to the Parks & Recreation Advisory Committee and the Natural Resources Board for approval before presentation to the City Council.

He said Ms. Haigler picked up plants at the Audubon House for the city’s first all native pollinator garden which will begin this weekend at Garden Club Park.

He announced that the next meeting is scheduled for June 30th at 3pm and he invited residents to attend either in the Council Chambers or via Zoom.

8:18 pm

13. **PUBLIC HEARINGS** – None.
14. **UNFINISHED BUSINESS** – None.
15. **PUBLIC INPUT**

Bob Bedea, Sebastian, suggested that the City hold public workshops for the comp plan.

Andrea Coy, 501 Palm Avenue, said she is still waiting for an apology from Council Member Gilliams. She also did not think the recent Facebook post made by Council Member Parris was funny.

Vera Render, 852 Mulberry, said she is waiting for a public apology to the City's former Police Chief Morris for accusations of misconduct.

Michelle Morris, Sebastian, read from a complaint affidavit from two warrants that were obtained for two Council Members last week.

Nicholas Scheskowsky, Sebastian, announced the second petition drive will be in Riverview Park starting tomorrow.

Tracey Cole, Sebastian, wanted to tell citizens there will be a police officer at the park all day for the petition signing. She asked the Council Members honor the resident's word and resign.

Ann Stanley said she is appalled by someone telling her to seek legal advice to sign a petition.

Sharon Herman, Sebastian, said it is inappropriate for a City Council Member to sue the citizens that they are supposed to be representing.

Bob Stephen, 150 Concha, said he would like to see full transparency; he would like to know where tax dollars are being spent.

Ben Hocker, Sebastian, said public input is one thing but personal vendettas during public input are ridiculous.

John Riley, Sebastian, said the statement made about the embarrassment of the uniform was disrespectful to all veterans. He thanked the City Manager for the interview he did regarding the Coronavirus. He asked the Recall Group to reconsider recalling Vice Mayor Mauti. He feels the Vice Mayor deserves a second chance.

Andrea Ring, 407 Quarry Lane, thanked Council for their service.

Len Mon, Sebastian, said he and his wife are new to the city. They love the town, the people and the atmosphere. He said when he saw what has been going on since November he became concerned. He stated that he hasn't been a registered voter in over 30 years but he registered to sign the petition.

Bill Flynn, Main Street, told Council they need to get the canals under control. He said if it can't be done mechanically then they need to start spraying.

Zoom Input

Christopher Nunn, Sebastian, reminded citizens of the second petition signing being held at Riverview Park this weekend.

Dr. Leslie Wayment, Delmonte Street, said Zoom is not user friendly. She was cut off from the meeting last week and was unable to rejoin.

Clinton Fournier commended the Sebastian Police Department for treating citizens with respect.

Jack Harrigan, South Easy Street, said he would like know what happens after the recall. He asked the City Attorney to prepare a report that will explain to the citizens and Council Members what happens if one, two or all three members are removed from office.

MOTION by Mayor Dodd and SECOND by Vice Mayor Mauti to extend the meeting to 10:00 p.m. passed with a voice vote of 4-1. (Gilliams-nay)

Mayor Dodd called for a break at 9:13 p.m. and reconvened the meeting at 9:19 p.m. All members were present.

16. **NEW BUSINESS**

- 20.052 A. Approve a Pre-Construction Services Agreement with Wright Construction Group, Inc. (RFQ #18-09) for the Design Build of the Municipal Garage and Public Facilities Compound near the Sebastian Airport in the Amount of \$446,335.00 and Authorize the City Manager to Execute the Appropriate Documents (Transmittal, Agreement, Proposal, Minutes Excerpt)

The City Manager stated Council received presentations from three firms in April 2019 and subsequently entered into negotiations with Wright Construction to design a building and get to a point to what the budget would be. F.S.287.055 provides that the City should negotiate with the contractor for something fair, competitive, and reasonable and if that was not achieved, he would move onto contractor #2 but could not go back to contractor #1. He said staff has spent a significant amount of time to get a design that is functional, and have reached a reasonable budget.

Scott Loiacano, Wright Construction, displayed a PowerPoint presentation to show where the City is and what has been accomplished. (See attached) The slides included the latest design. He said they are in the design development phase and hope to be back with a Guaranteed Maximum Price (GMP) within three months; they plan to put in for the building permits while they bid the job; they will advertise locally and regionally; they will vet the subcontractors and plug them into the GMP to come in with the lowest cost, qualified contractors.

The City Manager noted this isn't the entire budget for the construction of the building, it was to get them to the point that they know what it's going to cost.

Council Member Gilliams stated Mr. Loiacano wasn't going to sell him a set of drawings for \$480K; he proposed that the project go back to be workshopped because he wasn't sure of the location with all of the vehicles that would be using Roseland Road.

He also mentioned there was a letter of recommendation by the former City Manager for one of the other bidders who was located on the east coast.

Point of Order was called by Council Member Hill. He asked that Mr. Gilliams ask questions of Wright Construction regarding their proposal as opposed to changing the location or discussing the other bidders.

Mayor Dodd ruled in favor of Council Member Hill's Point of Order.

Council Member Gilliams said their proposal should be denied because it could be done under \$200K. Council Member Gilliams offered to give up his seat on Council if the project was put out to bid to the same bidders and came back under \$200K.

Point of Order was called by Council Member Hill. He stated Mr. Gilliams' comments were out of order and asked him to ask questions regarding their proposal.

Mayor Dodd ruled in favor and asked Council Member Gilliams to stay on target.

Council Member Gilliams said there were plenty of contractors in town and asked Mr. Loiacano if he had done work for the City Manager in another county. Mayor Dodd gaveled and advised him that he was stepping over the line.

Mayor Dodd asked Mr. Loiacano not to take any offense for the comments just made and stated the Council has properly selected Wright Construction as the prime candidate and cited the statute that they cannot negotiate with anyone else. He said he preferred their status on change control and it was reasonable.

MOTION by Mayor Dodd and SECOND by Council Member Hill to approve the pre-construction services agreement with Wright Construction Group and authorize the City Manager to finalize the negotiation.

9:43 pm

Council Member Parris said she was concerned with the amount of money being decided on during the pandemic.

Mayor Dodd said the money has been dedicated and they are not obligated to take the next step if they find out this summer and next year there aren't the funds to do the project; at that point the City would deal with how to finance and generate the money.

Council Member Hill said he appreciated the presentation and he looked forward to working with Mr. Loiacano in the future.

Public Input

Andrea Ring, 407 Quarry Lane, spoke in favor of postponing the project.

9:48 pm

Christopher Nunn said he understood the need to build the garage and noted the value of the property at the current location may pay for the project. He said they should move forward and stop insulting the contractors.

Council Member Gilliams said they should look around to other counties and school boards to obtain a set of plans that have already been drawn up instead of spending a half of a million dollars for the drawings. He said this was a job that was being handed off to a friend of a friend.

Council Member Parris said she wasn't comfortable with this. Council Member Hill said she should be comfortable as they have been following this process for years.

Roll call: Vice Mayor Mauti - aye
Council Member Hill - aye
Council Member Parris - nay
Mayor Dodd - aye
Council Member Gilliams - nay

Motion carried. 3-2

- 20.085 B. Approve Piggyback Purchase of Florida State Contract #21100000-15-1, Agriculture and Lawn Equipment to Replace an Athletic Field Groomer in the Amount of \$19,006.59 and Authorize the City Manager to Execute the Appropriate Documents (Transmittal, Quote, Intent, Price List, Contract)

The City Manager stated the groomer is 15 years old and is need of replacement.

There was no public input.

MOTION by Council Member Hill and SECOND by Mayor Dodd to approve of Item 16b.

Roll call: Council Member Hill - aye
Council Member Parris - aye
Mayor Dodd - aye
Vice Mayor Mauti - aye
Council Member Gilliams - nay

Motion carried. 4-1

- 20.086 C. Approve Piggyback Agreement with M.T. Causely, LLC – a SAFEbuilt Company for As Needed Building Inspection and Plan Review Services - Authorize the City Manager to Execute the Appropriate Documents (Transmittal, Proposed Agreement, Intent, Astatula Minutes Excerpt)

MOTION by Council Member Hill and SECOND by Mayor Dodd to approve Item 16c.

The City Manager stated the contractor maintains liability insurance to provide services all over the state for commercial buildings.

Roll call: Council Member Hill - aye
Council Member Parris - aye
Mayor Dodd - aye
Vice Mayor Mauti - aye
Council Member Gilliams - nay

Motion carried. 4-1

The time was 10:00 p.m. and through a unanimous vote Council carried the remaining items to the next normal City Council meeting, July 8, 2020 and Mayor Dodd adjourned the meeting.

20.077 D. Discussion Regarding the Approved and Codified Recycling Ordinance O-19-07 for the Industrial Zoning District – Per Council Member Parris (Transmittal)

17. **CITY ATTORNEY MATTERS**

20.077 A. Warrior Salvage Investigative Packet (Transmittal)

18. **CITY MANAGER MATTERS**

19. **CITY CLERK MATTERS**

20. **CITY COUNCIL MATTERS**

A. Council Member Gilliams
B. Council Member Hill
C. Council Member Parris
20.010 i. Budget Adjustment for Canal Vegetation Removal
D. Vice Mayor Mauti
E. Mayor Dodd

21. **ADJOURN** (*All meetings shall adjourn at 9:30 p.m. unless extended for up to one half hour by a majority vote of City Council*)

Approved at the August 26, 2020 Regular City Council Meeting.

Mayor Ed Dodd

ATTEST:

Jeanette Williams, MMC – City Clerk



**SEBASTIAN CITY COUNCIL
SPECIAL MEETING
MINUTES
WEDNESDAY, JULY 1, 2020 5:00 PM
CITY COUNCIL CHAMBERS
1225 MAIN STREET, SEBASTIAN, FLORIDA**

**SPECIAL MEETING CALLED TO
REQUIRE VOLUNTARY COMPLIANCE OF WEARING FACE COVERINGS**

1. At 5:06 p.m., Mayor Dodd asked to start the meeting at 5:15 p.m. to allow Vice Mayor Mauti to arrive. Council Member Gilliams objected to this postponement.

Roll call to agree with Council Member Gilliams' objection and start the meeting:

Council Member Gilliams	- aye
Council Member Parris	- nay
Council Member Hill	- nay
Mayor Dodd	- nay

Motion failed and Council waited for the Vice Mayor to arrive at 5:15 p.m.

2. A moment of silence was held and the Pledge of Allegiance was recited.

3. **ROLL CALL**

Mayor Ed Dodd

Vice Mayor Charles Mauti

Council Member Damien Gilliams

Council Member Jim Hill

Council Member Pamela Parris (via Zoom Technology)

City Staff Present:

City Manager Paul Carlisle

City Attorney Manny Anon, Jr.

City Clerk Jeanette Williams

4. **SPECIAL MEETING ITEMS**

(In accordance with R-20-02, public input is limited to the item on the agenda.)

- A. **Resolution No. R-20-08 – Requiring the Voluntary Compliance of Wearing Face Coverings When in Public (R-20-08)**

AN EMERGENCY RESOLUTION OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, TO REQUIRE VOLUNTARY COMPLIANCE OF WEARING FACE COVERINGS WHEN IN PUBLIC, REQUIRING THAT ESTABLISHMENTS THAT CANNOT MAINTAIN SOCIAL DISTANCING OF STAFF TO WEAR FACE COVERINGS: PROVIDING FOR CONFLICTS, PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney read the title to Resolution No. R-20-08. Mayor Dodd stated the details began on page four to six of their agenda backup.

Council Member Hill said he would always be opposed to taking away people's rights or trying to legislate personal responsibility but the resolution doesn't do that; it asks people to wear masks in public; and those serving and working closely to each other to wear masks.

He cited the benefits and exceptions outlined in the resolution; noting this was just asking people to be responsible and he would support the resolution.

Vice Mayor Mauti said he was in favor of the resolution.

Council Member Parris said the resolution was well done.

Council Member Gilliams said this was overdue, and fantastic. He encouraged the public to wear a mask whether they are six feet apart or not.

The City Manager said staff and visitors within a City facility must wear a mask unless employees are in their offices.

Mayor Dodd said he supported this and was pleased to see restaurant employees wearing masks.

MOTION by Council Member Hill and SECOND by Mayor Dodd to approve Resolution No. R-20-08.

Public Input

A Sebastian homeowner said that wearing a mask is a reduction of freedom. She stated there are many people that won't go anywhere because they have to wear a mask or many that can't wear a mask due to a disability. Since there hasn't been a scientific study done, if Council mandates mask wearing the City could be held liable.

Grace Reed of Sebastian said she supported the resolution because it says the requirement is voluntary with businesses which may enable them to stay open.

Andrea Ring said she is hard of hearing so was not in support of mandating masks.

Ben Hocker from Sebastian said the City should follow the state guidelines.

Betsy Field Connelly asked how they are going to enforce establishments that cannot provide or maintain social distancing to require face coverings. She also asked what the definition of an establishment is. The City Attorney directed Ms. Connelly to the section of the resolution that she would find her answers.

Nadine Adams asked how long the resolution would be in effect. The Mayor advised her it would be in effect until the declaration of emergency is canceled.

Charles Stadelman said he supported the resolution and thanked Council.

A resident of Sebastian told Council that she cannot wear a mask because her heart rate goes up and her oxygen level goes down to where she almost passes out.

The Mayor explained to her that there is an exemption in the resolution for people who have health issues.

Bob Bedea said if we follow what the CDC says then we are following a corrupt organization because they make vaccines and are not a watch dog for our public safety.

Leslie Wayment said she would like the wording changed from *cloth masks* to *either cloth or medical masks*.

Derek Gary asked if face shields were included because they are more effective than a mask.

5:52 pm

Council Member Gilliams asked if two warnings could be added before a summons is issued. The City Manager asked that it be left up to the Code Enforcement Officer when he arrives at the establishment.

Council Member Hill said he understood the concerns that people are expressing on both sides; he wants people to be free but also healthy. He said the resolution was acceptable and the moment it should be lifted, he would bring it up.

Mayor Dodd said he believed COVID to be as serious as they say it is. He said one thing that turned him on mask wearing was a Discovery Channel presentation that indicated the distance cough droplets fly *with* and *without* a mask. He also noted he is hearing many of us have the virus but don't think they have the virus. He called for the vote.

Roll call:	Vice Mayor Mauti	- aye
	Council Member Gilliams	- aye
	Council Member Hill	- aye
	Council Member Parris	- aye
	Mayor Dodd	- aye

Motion carried. 5-0

5:59 pm

Resolution No. R-20-08

Mayor Dodd said the following was a resolution by City Council to request Governor DeSantis suspend two Council Members based on the actions that they took on April 22 and the charges filed by the State Attorney's Office against the two individuals.

He had known that suspension was possible but hasn't taken action because he was trying to see if they could move forward with business, but the performance with the consultant that gave a project presentation for the new Public Works Facility, as well as the letter requesting items that Council Member Gilliams added to tonight's agenda, made him come to the final realization that there was no rehabilitation.

He said he talked to the City Attorney about putting this on the agenda to see if Council supports it, Council doesn't have to support it, but it is time to take this step to move forward.

Mayor Dodd said this Council has some business before it and over the next three months some extremely serious issues they need to deal with; and he has come to the realization, in his opinion, that it is very difficult to have a civil meeting and deal with serious issues so he asked to put this on the agenda.

B. Resolution No. R-20-09 – Request Governor DeSantis’ Intervention (R-20-09)

A RESOLUTION OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, REQUEST GOVERNOR RON DESANTIS TO INTERVENE AND REMOVE COUNCIL MEMBER DAMIEN GILLIAMS AND COUNCIL MEMBER PAMELA PARRIS IMMEDIATELY AS A RESULT OF COUNCIL MEMBER GILLIAMS ARREST ON JUNE 16, 2020 FOR THREE (3) COUNTS OF VIOLATION OF THE SUNSHINE LAW, F.S. 286.011(3) (A) AND ONE (1) COUNT OF PERJURY; COUNCIL MEMBER PARRIS WAS ARRESTED ON JUNE 16, 2020 FOR ONE (1) COUNT OF VIOLATION OF THE SUNSHINE LAW, F.S. 286.011 (3) (A) AND ONE (1) COUNT OF PERJURY; PURSUANT TO ARTICLE IV, SECTION 7(A), OF THE STATE CONSTITUTION; PURSUANT TO SECTION 112.51 (1) AND (2), FLORIDA STATUTE; AUTHORIZING CITY ATTORNEY TO SEND THE GOVERNOR’S OFFICE A LETTER REQUESTING TO REMOVE TWO (2) COUNCIL MEMBERS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

6:02 pm

The City Attorney read the title of Resolution R-20-08 and noted the correct number was R-20-09.

MOTION by Council Member Hill and SECOND by Mayor Dodd to approve Resolution No. R-20-09.

Public Input

Grace Reed encouraged Council Members to approve the resolution. She said it is time for the Council to get back to the business of the City without having to endure hour long presentations of past business. She said the City needs Council Members who think for themselves and hoped the Governor listens to the request and saves the City from more cost and embarrassment.

Vera Render, 852 Mulberry Street, said she appreciated the Council's efforts to have this done because this has been an embarrassment to the City; and she was very upset over the accusation against the former Police Chief.

Louise Kautenburg said the purpose of the Council is to conduct the business for the citizens of the City. There have been several attempts to hijack the business of this City which is wrong for the Council, the citizens, and the City. She encouraged that Council vote in favor of the resolution.

Michelle Morris said she hopes that at least three of the Council Members vote to remove the two individuals. The City has had to deal with one Councilman that continues to defame people and is trying to bankrupt the community. This Councilman is disruptive, rude, a bully, liar, and he makes things up for sensationalism which seriously impacts how the City does business. She outlined the charges in the State Attorney’s arrest warrant and noted the Council Members have lost the voters’ respect.

Betsy Connelly said she was demanding that the resolution be passed ASAP as the two people mentioned in the resolution do not deserve the honor of their title. They have proven over and over that they are not fit to serve. The citizens deserve better.

Nadine Evans said this meeting was called tonight to discuss the mandating of facemasks for the residents of Sebastian not for one of the Council Members to load the agenda with his own items. Tonight's meeting will probably turn into another four hour comedy show with theatrics and tantrums.

Ruth Kavelsky said she moved away from Sebastian for several years and moved back in February and was shocked to see the change in the Council from when she left to what it is now. She was appalled and embarrassed at what she saw at last week's meeting. She would like to see the Governor remove the two parties as soon as possible.

Christopher Nunn said every member that spoke against an item at the last Council meeting was threatened and harassed by the applicant who is a friend of a Council Member. He said he has proof that this friend was acting as a conduit to another Council Member. He said it was disappointing that they have to do this get their City back.

Nicholaus Scheskowsky, Sebastian, said it was hard to believe that the two Council Members could speak the truth, he realized people are innocent until proven guilty but in the court of public opinion, these two were guilty.

Andrea Coy thanked the Mayor for calling the emergency meeting about masks which was a reasonable and rational special meeting request. She said the only reason the public came to the meeting tonight is because someone decided to add non-essential, non-emergency items for his own personal agenda. She read her letter to Governor DeSantis requesting the removal of the two Council Members.

Ben Hocker said the City is jumping the gun by asking the Governor to step in; the Council Members have been charged but nothing has been proven.

Sharon Herman asked that Council pass the resolution. The citizens have been e-mailing the Governor and state legislators to let them know that they need relief. They deserve to address current and pertinent issues in a timely manner. She noted that tonight was a perfect example of a meeting that should have only taken 15 or 20 minutes was dragged out. There is more than enough evidence to support the resolution.

Charles Stadelman said he was questioned by the State Attorney's office in relation to Council Member Gilliams. He read the definition of perjury as willfully telling a lie after having taken an oath or affirmation. He said the interrogation by the State Attorney's office felt like a colonoscopy; it's prodding done by a professional. He said it's a process he has never experienced before. He was shaking while driving there but he felt really good after he left because he knew he did not commit perjury. He commended Vice Mayor Mauti for owning up to his mistake. He told him that it was a tough thing he did and said he has shown his true character. He told the Vice Mayor this is his opportunity to step up to the plate and end this nonsense once and for all.

Deborah Shellenberger said the charges that are being brought against the Council Members involve their responsibility as part of Council.

Bob Bedea said the responsibility for stability with the Council lies with the Mayor. He told the Mayor that he dropped the ball big time with regards to Roberts Rules of public meetings. He said that Mr. Gilliams was served his legal papers on a Sunday, which violates state laws.

He said all Americans are innocent until proven guilty. He proclaimed Mr. Gilliams and Ms. Parris were not guilty.

Bill Flynn said the decision tonight comes down to judgement. He said a couple Council Members chose poor judgement that night of April 22 and they knew what they were doing was wrong.

Andrea Ring said the people seemed to not be able to get enough signatures on the petition. She said this is not what the vast majority of the citizens want. The vast majority is saying leave them up there until they are proven guilty.

Zoom

Graham Cox supported Andrea Ring's comments. He said the resolution interferes with the election process.

Bob McPartlan thanked the Mayor for doing his best to run the meetings. Every meeting is like a train wreck, yet he handles it with the utmost class and decorum. The behavior exhibited by one Council Member towards peers, staff, the public and anyone addressing the Council is appalling. He said the hundreds of calls and text between certain Council Members is clear and evident. He believes the criminal behavior still continues to this day. He said the Governor needs to step in because of their criminal behavior. He said the city has fallen to the level of a laughing stalk and complete disgrace of a duly elected body.

Bob Stephen, 150 Concha, said the newly elected Council Members were elected for the poisoning of the waterways and the mismanagement of the City's money. He asked why nothing was being done with our stormwater fees.

Danielle Moradian said she understands from a legal standpoint that people are innocent until proven guilty. In any other industry if someone is charged with breaking a law that has to do with your job, that person is pulled from that job until after the case has been decided. She said they are new residents in Sebastian and at the last election never realized how bad this was going to get. From now on she will be more involved. She reminded everyone that every vote does count because after all that's how they are here in the first place.

Victor Young, Ash Street, said he also feels that if a person is charged with a crime that pertains to their job that person should be put on suspension without pay until the legal process is complete.

Sandy Vandermolin thanked the Mayor for doing such a great job. She said if the two Council Members feel that they are innocent then they should welcome the Governor stepping in.

Michelle Peters thanked the Mayor for his extreme patience over the past few months. She fully supports the resolution. The two Council Members lied under oath which shows they will stop at nothing to getting their point across.

6:49 pm

Council Member Hill said the resolution makes sense, the behavior of the two has been abhorrent and asking the Governor to look at the totality of what has taken place over the last several last months is important. The City has a tremendous amount of work to get down over the next several months and they can't get through anything on the agenda. The individuals have been charged with serious crimes, Council Member Gilliams can be convicted and spend up to 18 months in jail.

He said they have too much work to be done, this is asking the Governor to look into the incident and help the citizens of Sebastian. He supports the resolution and hopes the Governor suspends the individuals.

Vice Mayor Mauti said much to the chagrin of the people that supported him, he was going to vote in favor of the resolution.

Council Member Parris thanked everyone for coming out. She said she was for the suspension as long as it was legal and asked who would take their place on the dais.

Mayor Dodd explained that if the Govern suspends the two, they would still has quorum; they would then ask the City Attorney to provide options for them to continue to have a quorum.

Council Member Parris said she was for the suspension, she had nothing to hide. She wasn't sure how long the court procedures would take but whatever happened first, she said "So be it."

6:57 pm

Council Member Gilliams said it was interesting to watch a recall group run by Jim Hill hijack a City Council. He said the six months he has been here, the recall group has not contributed anything to the City; he calls the group a bunch of thugs with Andy Hodges of the *Sebastian Daily* as their leader.

Council Member Gilliams said it wasn't illegal to call someone a thousand times, the charges are allegations. He said there needed to be a consensus to pass the resolution which was unconstitutional and unethical which also goes for the City Attorney. He said he was here for the long haul and he would take everyone to task because he is innocent until proven guilty. He continued to say the people duly elected him to root out the corruption and special interest in City government; he will prevail and justice will be served. He said when there is a conflict of interest and there will be a vote, those who know they have a conflict need to disclose it.

Council Member Gilliams continued to say they couldn't be removed by the recall so they need the help of the Governor and he hoped the Governor will send an investigator. He said he will follow through with the investigation; he understood why they are attacking him.

7:03 pm

Council Member Hill called for the vote:

Roll call:	Council Member Hill	- aye
	Council Member Parris	- aye
	Mayor Dodd	- aye
	Vice Mayor Mauti	- aye
	Council Member Gilliams	- nay

Motion carried. 4-1

Roll on the approval of Resolution No. R-20-09:

	Council Member Gilliams	- nay
	Council Member Hill	- aye
	Council Member Parris	- aye
	Mayor Dodd	- aye
	Vice Mayor Mauti	- aye

Motion carried. 4-1

MOTION by Council Member Hill and SECOND by Mayor Dodd to table the remaining agenda items C, D, E, F, G and H indefinitely.

The City Attorney advised there is no discussion on a motion to table.

Roll call: Council Member Parris - nay
 Mayor Dodd - aye
 Vice Mayor Mauti - aye
 Council Member Gilliams - nay
 Council Member Hill - aye

Motion carried. 3-2

- C. Motion to Require Temperature Check Upon Entry in City Council Chambers (HR Memo)
- D. Motion to Add Health Insurance for City Council Members (Opinion)
- E. Motion to Re-Organize the City Council (Opinion)
- F. Motion to Terminate the City Manager's Position without Cause
- G. Motion to Have the City Attorney Redraft Ordinance (Code Section 2-37).
- H. Motion to Publicly Rebuke Former Chief of Police for Violating the Emergency Declaration of March 17, 2020

5. Being no further business, Mayor Dodd adjourned the Special Meeting at 7:07 p.m.

Approved at the August 26, 2020 Regular City Council Meeting.

Mayor Ed Dodd

ATTEST:

Jeanette Williams, City Clerk



HOME OF PELICAN ISLAND

SEBASTIAN CITY COUNCIL
SPECIAL MEETING
MINUTES

TUESDAY, JULY 7, 2020 5:00 PM
CITY COUNCIL CHAMBERS
1225 MAIN STREET, SEBASTIAN, FLORIDA

**SPECIAL MEETING CALLED BY COUNCIL MEMBER GILLIAMS
REGARDING THE GRAVES BROTHERS COMPANY ANNEXATION**

1. Mayor Dodd called the Special Meeting to order at 5:00 p.m.
2. A moment of silence was held.
3. The Pledge of Allegiance was recited.

4. **ROLL CALL**

Mayor Ed Dodd
Vice Mayor Charles Mauti
Council Member Damien Gilliams
Council Member Jim Hill (via Zoom Technology)
Council Member Pamela Parris (via Zoom Technology)

City Staff Present:

City Manager Paul Carlisle
City Attorney Manny Anon, Jr.
City Clerk Jeanette Williams
Police Chief Dan Acosta
Police Lieutenant Constantine Savvidis

5. **SPECIAL MEETING ITEM**

(In accordance with R-20-02, public input is limited to the item on the agenda.)

Mayor Dodd said the City Attorney has sent an e-mail stating that he intended to request an executive session the following night under his matters pertaining to the active legal action the City is in regarding the Graves Brothers Annexation. He said since it should not be discussed in public he made a MOTION with a SECOND by Council Member Hill to table Item 5.A.

Roll call:	Vice Mayor Mauti	- nay
	Council Member Gilliams	- nay
	Council Member Hill	- aye
	Council Member Parris	- nay
	Mayor Dodd	- aye

Motion failed. 3-2

A. Graves Brothers Company Annexation

Mayor Dodd cautioned that this was not an item they could discuss; they could listen to the people but not discuss the matter.

MOTION by Council Member Gilliams and SECOND by Council Member Parris not to appeal the lawsuit with the Audubon Society.

Public Input

Rene Boisvert, Brookedge Terrace, said he wanted to stop the annexation.

John Christino, SE Sebastian, asked Council not to appeal the ruling; go forward with the Chapter 164 process with public involvement.

John Riley, Sebastian, said the annexation is a terrible deal for City and asked Council to reconsider.

Bob Bedea said the annexation would not retain the City's charm, it would not protect the natural resources, and the public was left out of the process.

Michelle Morris said it would be nice if the City stopped growing 36 years ago and asked what do they do--shut the door after each person moves here. She asked if they were going to not look for any growth, industry or be sustainable; or continue with extra services requiring increased taxes. She said she believed the majority of the citizens are not against this but they are against becoming Miami or Palm Beach County.

Vera Render, 852 Mulberry Street, said if the City stopped the growth they wouldn't have the tax dollars and the beautiful amenities the City has today. She said the County is not going to share the tax dollars to provide the services that the growth will be using. She asked Council not to give up the opportunity to control something that will bring tax dollars to support our beautiful City.

Donna Halloran, 925 Greenbrier Avenue, said it is time to bring all parties together to discuss the future land use plan and include many of recommendations of the six regional agencies that commented on the annexation and land use amendment. They have a second chance of doing it right; it is time to be open, transparent, and honest.

Cathy Kline, Sebastian, said many residents asked the previous Council to reconsider but it was a slam dunk resulting in three new council members last November. She suggested that at the next election that everyone get the vote out. She asked if Council will do the right thing and start over to consider what the constituents were saying in 2019.

Louise Kautenburg, resident, encouraged Council to go ahead with appeal; the rejection was based on a small technicality. She said she has listened since last August to people stating this came through the back door and it will spoil our environment; those people were reacting to half-truths and lies; the annexation doesn't involve anything odious to the City. She has served on almost every committee for the last 25 years, and as in the case here, nobody attends the well-advertised meetings to ask questions or provide comment. She said the City needs to go ahead with the annexation.

Andrea Ring, Quarry Lane, said the City needs to do this annexation smartly. She displayed a picture of an aerobic septic system that could be used. (See attached)

Sharon Herman, Sebastian, asked how many people understand that the property will still be built if the City does not annex the property and the City won't receive the tax money from it. She also asked:

- how long it will be before the Graves Brothers decide they want to build on the land
- are they under obligation to come back to the table
- and does the City have the opportunity to start over

Charles Stadelman, Sebastian, said he commutes for work from Titusville to Miami because Sebastian is a beautiful place to live. He noted there is an exit on I95 that is planned to go to a future giant city; if the City doesn't take control of our area, we end up like Melbourne or Port St. Lucie. He recommended that the City uses all of their resources such as the boards to receive input.

Tracey Cole encouraged Council to move ahead with the annexation so they can have control; citizens are much more for involved now.

Ben Hocker, Sebastian, asked what the verdict was with court case. Mayor Dodd said the judges ruled in favor of the Audubon Society because the City left five acres off map advertising the annexation.

Mr. Hocker said the City shouldn't be spending additional money on appealing the judge's ruling. He suggested that Council ask the Graves Brothers to adjust the annexation and then they vote yay or nay on the changes.

Jeff Bass, Graves Brothers Company, said this was about control, there is no plan for the property—there was a picture distributed for the future land use change. He said the land is going to develop, the question was will it be Sebastian, the County, or Fellsmere that controls it. He said the annexation is not asking for services or to build houses but to come into a municipality's boundary so that municipality can control what happens there. He said the Graves Brothers Company was going to keep the land agriculture until there is a demand for a zoning change. The land use picture was a map showing what the zoning change would allow when the time comes for them to apply for the zoning change.

He explained the annexation was the first step; it is voluntary, he can pull out at any time and if he does, he wasn't sure he was coming back to the table. The Graves Brothers would like to be part of Sebastian but they want to be part of something that wants them.

Mr. Bass said the Graves Brothers used to own the land that is now the City of Sebastian and the City wouldn't be here if their company didn't log it in the 1920's and 1930's. The Graves Brothers would like to be part of the community that everyone wants. He said they weren't trying to do this under the guise of secrecy or anything; there were many meetings that were attended. He encouraged Council to appeal the judge's ruling; it is a good plan to have under Sebastian's control; there shouldn't be anything to prevent this from happening if the appeal is handled correctly.

Grace Reed asked why they would ask someone to come back to the City with a different plan when it would be just as easy for them to go somewhere else. She said the City should say what is going to build and when. She said she has read the

annexation contract and there will be no septic tanks and she asked if anybody that takes it over can guarantee that. It is a great idea for the City to control that growth.

Nicholas Scheskowsky said the fact is this property will be developed--the question is will Sebastian have meaningful input when it is developed. He demanded an apology from the Council Member that referred to him as a thug at the last meeting.

Christopher Nunn said if the annexation moves forward, can the campaign of disinformation stop. If they can control the lies, they can move forward. The fact is people still don't understand; he hoped they can move forward with honesty and integrity.

Zoom Participants

Andrea Coy, 501 Palm Avenue, said they have heard good commentary on why they should appeal and continue with annexation. She thanked Mr. Bass for shining light on what is to come. She said she believed they need to have control over this property. She asked how Council can make a motion on an issue that Council is not allowed to discuss.

Leslie Wayment said she objected to the meeting being to being called tonight as an emergency. She said there is nothing on the agenda for them to look at to provide input; the meeting should have been held after they heard from the lawyer.

Kira Idom, 556 Roanoke Drive said she was familiar with the annexation of land and it needs to go forward to receive the taxes. She stated the whole community needs this.

Joe Scozzari said he has noticed people have come up to speak in favor so more tax dollars go to the Police Department.

Katie Preston said not a lot of people were paying attention when the annexation happened; this is something that Sebastian can control; she did not think they should be discussing this; and didn't agree with the motion.

Mayor Dodd asked the City Attorney if the motion passed, would they no longer need an executive session or to move forward with the process.

The City Attorney stated if it passed, there wouldn't be a need for the executive session.

Mayor Dodd said he was going to go against his advice and open this up for Council comment because if it passed, Council would have made a decision on something that they shouldn't be discussing and if they can't do it correctly, they need to have a discussion.

The City Attorney said he didn't disagree; this is something that should occur during the executive session which is why he sent out an e-mail yesterday, he would like to try to explain what he tried to say before they took the vote.

The City Attorney said he sent an e-mail to Council to caution them that the matter was still confidential and not open to the public at this time. The public comment is something that Council should take into consideration during the executive session; it was not appropriate for Council to make a decision outside of the executive session.

Vice Mayor Mauti asked if Mr. Bass would be present at the executive session. The City Attorney said he would not be allowed to attend by law.

The City Attorney said the purpose is to meet with the attorneys to decide what to do going forward; he was going to ask for their decision tomorrow night.

5:51 pm

Mayor Dodd noted that only the City Attorney can request the executive session.

Council Member Hill said the City Attorney has been clear, therefore, he would not discuss any of this at this time. He said at the executive session three members can say they won't appeal or they will, then they could have Council discussion.

Mayor Dodd said that was what he tried to do; that was why he attempted to table this until after the meeting tomorrow when they schedule the executive session however there is a motion on the floor.

Vice Mayor Mauti asked if they go forward, will they be subject to more litigation. The City Attorney said they should have discussion at the execution session.

Vice Mayor started to make a recommendation. Council Member Gilliams interrupted. Mayor Dodd said he opened this up for debate and he will not stop debating. Council Member Hill said that was the whole problem—in accordance with the advice of the City Attorney they should not have discussion.

Mayor Dodd said if the motion passes, it directs the City Attorney to not appeal and he wouldn't let that happen without input.

Vice Mayor Mauti noted they were going down a slippery slope.

Mayor Dodd agreed, and said the motion greased the slippery slope; the motion should have never been made.

Council Member Gilliams said he doesn't need to debate the issue; he was elected to listen to due process that was not done properly. He said they lost the first round, if it is appealed, they will lose again. He wasn't against the annexation, he was willing to have Mr. Bass come back and meet with the organizations and the community.

Council Member Hill called for a Point of Order. He stated they are discussing whether they should open the discussion. Mayor Dodd said the motion was to direct the City Attorney not to appeal.

Council Member Hill said but they have received advice as to whether or not they should be having this discussion; each Council Member should decide if they want to follow the City Attorney's advice or get them into more litigation.

Council Member Gilliams said he thought this was a ploy to drag this out through the courts until there are new people on the dais, and the annexation will go through without due process. He said they should kill it now and save the tax payers a lot of money.

Council Member Parris said her opinion was irrelevant, she wanted what the people want and they felt there was a *breach of trust*. She likes the idea of controlling the area and until there is a future land use plan that people can understand, there's was breach of trust.

Mayor Dodd called the vote; a yes vote directed the City Attorney not to appeal the annexation.

Vice Mayor Mauti noted they would discuss the same vote in the executive session. Council Member Gilliams responded that he might not be in the executive session if he, Vice Mayor Mauti and Council Member Parris are removed by the Governor.

Roll call:	Council Member Gilliams	- aye
	Council Member Hill	- nay
	Council Member Parris	- aye
	Mayor Dodd	- nay
	Vice Mayor Mauti	- nay

Motion failed. 3-2

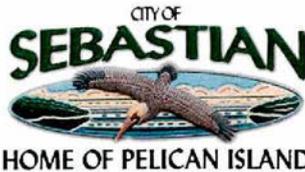
6. Being no further business, Mayor Dodd adjourned the Special Meeting at 6:02 p.m.

Approved at the August 26, 2020 Regular City Council Meeting.

Mayor Ed Dodd

ATTEST:

Jeanette Williams, MMC - City Clerk



**SEBASTIAN CITY COUNCIL
REGULAR MEETING
MINUTES**

**WEDNESDAY, JULY 8, 2020 – 6:00 P.M.
CITY COUNCIL CHAMBERS
1225 MAIN STREET, SEBASTIAN, FLORIDA**

1. Mayor Dodd called the Regular City Council Meeting to order at 6:00 p.m.
2. A moment of silence was held.
3. The Pledge of Allegiance was recited.
4. Mayor Dodd read the Civility Pledge.
5. **ROLL CALL**
Mayor Ed Dodd
Vice Mayor Charles Mauti
Council Member Damien Gilliams
Council Member Jim Hill (via Zoom)
Council Member Pamela Parris

City Staff Present:

City Manager Paul Carlisle
City Attorney Manny Anon, Jr.
City Clerk Jeanette Williams

CONTINUED FROM THE JUNE 24, 2020 REGULAR CITY COUNCIL MEETING:

6. **NEW BUSINESS**

- 20.077 D. Discussion Regarding the Approved and Codified Recycling Ordinance O-19-07 for the Industrial Zoning District – Per Council Member Parris (Transmittal, Map)

Council Member Parris began the discussion stating she believed the ordinance should be modified.

Council Member Hill said because the City is in the process of reviewing the comp plan, they could add a higher industrial use to the land development regulations to allow this type of recycling to take place in Mr. Cook's location without affecting the other industrial sites.

Mayor Dodd stated this was outlined by staff on pages 7 and 8 of the agenda backup.

MOTION by Council Member Hill and SECOND by Mayor Dodd to direct staff through the comp plan update and regulations update to determine the best way to allow salvage yards as recycling within industrial areas. Consider the potential of establishing a heavy industrial land use during the current comp plan update to include land development regulation changes that would allow salvage yards with stipulations pertaining to the recycling of automobiles.

Council Member Parris agreed that Warrior Recycling is in an ideal location.

Council Member Gilliams said since they are doing the comp plan review, the timing is good; he was for the change.

Public Input

Michelle Morris said she has known Mr. Cook for many years; he is man of integrity and great character.

Roll call: Vice Mayor Mauti - aye
Council Member Gilliams - aye
Council Member Hill - aye
Council Member Parris - aye
Mayor Dodd - aye

Motion carried. 5-0

7. **CITY ATTORNEY MATTERS**

A. Warrior Salvage Investigative Packet (Transmittal)

The City Attorney gave credit to Mr. Cook's project manager, Rebecca Grohall, for the timely, comprehensive materials provided for their backup.

8. **CITY MANAGER MATTERS** - None

9. **CITY CLERK MATTERS** - None

10. **CITY COUNCIL MATTERS**

A. Council Member Gilliams

6:13 pm

In response to Council Member Gilliams' request for an update on the following items, the City Manager reported:

- the Human Resources Director was working on forming a Citizens Academy
- the City has a current internship program with the college and if it was the consensus of Council they could shadow the members on the dais. There was consensus to place internship discussion on a future agenda
- the American Legion site plan is scheduled to be reviewed by the Planning and Zoning Commission on July 16th
- there has been some piling testing on the platform structure (Squid Lips) sitting in the river
- several people are interested in the Harbor Lights Hotel property; the City Manager would provide the appraisal to Council for review. There was consensus to have a workshop regarding the property
- Virgin Trains has agreed to put sidewalks at the three crossings within the City

Council Member Gilliams asked that all of the Indian River Drive businesses operate under the same rules and regulations.

The City Manager reported that the stormwater park is running and he has allocated money in the budget to secure a true stormwater master plan to approach the federal government for an annual appropriation.

The City Manager said there is COVID testing at the fairgrounds on Monday and Wednesday and the City remains to be on the list to be a future testing site with the Florida Department of Health.

B. Council Member Hill – None.

C. Council Member Parris

20.010

i. Budget Adjustment for Canal Vegetation Removal (*no backup*)

The City Manager said he has not been able to find a manufacturer to lease equipment to the City.

Council Member Parris invited the public to review the upcoming budget to review the new Public Works Facility expenses.

She thanked the new Police Chief for his extraordinary work and Officer McKenzie for looking out for her personal safety.

D. Vice Mayor Mauti

Vice Mayor Mauti asked the City Manager if he read the County's comments printed in the TC Palm article. The City Manager said he had not reviewed the article.

E. Mayor Dodd

Mayor Dodd thanked the City Manager for negotiating sidewalks and quiet zones at the railroad crossings within the City which were not in the original plan.

11. **AGENDA MODIFICATIONS**

Modifications for additions require unanimous vote of City Council members

6:26 pm

12. **PROCLAMATIONS, AWARDS, BRIEF ANNOUNCEMENTS**

A. Proclamation – Treasure Coast Waterway Clean Up Week – July 19-25, 2020

Mayor Dodd read the proclamation and presented it to Kim Haigler, City of Sebastian Environmental Technician. Ms. Haigler described the virtual clean up to be held week long, where interested participants could register and report their clean up on-line.

13. **CONSENT AGENDA**

A. Approval of Minutes – March 18, 2020 Regular Meeting (with verbatim requested at May 14th meeting)

B. Approval of Minutes - May 14, 2020 Special City Council Meeting

C. Approval of Minutes – May 18, 2020 Continues Special City Council Meeting

D. Approval of Minutes – June 10, 2020 Regular City Council Meeting

20.012

E. Approve Bill of Sale of Utility Facilities to Indian River County for Pickleball Complex (Transmittal, Agreement, Warranty, Estimate, E-mail)

- 20.087 F. Award ITB #20-06 to Chapco Fence, LLC to Replace the Fence at the Barber Street Sports Complex Baseball/Softball Fields in the Amount of \$58,481.38 and Authorize the City Manager to Execute the Appropriate Documents (Transmittal, Bid Tab, Bid Form, References, Agreement)

Council Member Gilliams asked to pull Item E.

Mayor Dodd read the titles of the Consent Agenda Items. MOTION by Mayor Dodd and SECOND by Council Member Gilliams to approve items A-D and F.

Roll call:	Council Member Gilliams	- aye
	Council Member Hill	- aye
	Council Member Parris	- aye
	Mayor Dodd	- aye
	Vice Mayor Mauti	- aye

Motion carried. 5-0

Item E - Bill of Sale of Utility Facilities for the Pickleball Complex

In response to Council Member Gilliams, the City Attorney stated that he had reviewed the documents.

Council Member Gilliams asked that the City Attorney sign future agenda transmittals.

There was no public comment.

MOTION by Council Member Gilliams and SECOND by Vice Mayor Mauti to approve the bill of sale passed with a unanimous voice vote. 5-0

14. **COMMITTEE REPORTS & APPOINTMENTS**

- 20.048 A. Parks and Recreation Advisory Committee
(Transmittal, Applications, Ad, List)

i. Interview Unless Waived, Submit Nominations for Two Expired Regular Member Positions

ii. Interview Unless Waived, Submit Nominations for One Expired Alternate Member Position

Mayor Dodd stated the three incumbents have requested to stay in their positions. MOTION by Mayor Dodd and SECOND by Council Member Gilliams to have Mr. Agudelo, Ms. Webster and Mr. Danise reappointed for another term passed with a unanimous voice vote, 5-0.

15. **PUBLIC HEARINGS** - None

16. **UNFINISHED BUSINESS**

20.063

- A. Approve Resurfacing of Clay Tennis Courts at Friendship Park by Welch Tennis Courts, Inc. in the Amount of \$23,300 and Authorize the City Manager to Execute the Appropriate Documents (Transmittal, Clay Quotes, Asphalt Quote)

The City Manager stated that staff has found that to asphalt the clay courts, the cost would be around \$300K and he reported the Parks and Recreation Advisory Committee has requested to keep the courts clay. He asked Council to approve the clay resurfacing of the court.

Vice Mayor Mauti asked if the rate schedules were changed at the court. The City Manager said they will be completing a study to bring back a city-wide rate schedule resolution at a later date.

Council Member Gilliams asked if there was free play at this time. The City Manager explained that under the Emergency Declaration, he has waived the fees for now to encourage people to exercise and reduce the opportunity of exposing staff to the virus.

Council Member Hill said the courts are a great amenity.

MOTION by Mayor Dodd and SECOND by Vice Mayor Mauti to approve the resurfacing of the clay tennis courts at Friendship Park by Welch Tennis Courts, Inc. and authorize the City Manager to execute the appropriate documents.

Zoom Input

Andrea Coy, 501 Palm Avenue, asked if anyone looked at the cost of labor to maintain the courts. Mayor Dodd said the Parks and Recreation Advisory Committee did discuss raising the rates to help pay for the costs. Council Member Hill noted not everybody uses the courts but the people that use the clay courts need them.

Victor Young, Ash Street, asked if the sprinkler system could be set on a pole with a timer to eliminate the need for staff. The City Manager said the clay surface needed to be watered in certain spots.

Charles Edwards, Bevan Drive, said the clay courts are one of the unique things of the City; his son plays for a USDA tournament and once the USDA gets involved with the courts, people will visit Sebastian restaurants.

John Danise, Parks and Recreation Advisory Committee Member, said he was on the board of directors of the USDA when the courts were installed and they found it would take more than six courts to make money off the courts. The City chose to put in four courts with the understanding they would not pay for themselves, however, they are an asset to the community.

JoAnn Webster, Parks and Recreation Advisory Committee Member, said there were a lot of people that came out in favor of the clay courts to their meeting. She said people are willing to have an increase in fees to offset the cost.

Council Member Gilliams suggested vending machines with hats and tee-shirts to offset the costs.

Roll call: Council Member Hill - aye
Council Member Parris - aye
Mayor Dodd - aye
Vice Mayor Mauti - aye
Council Member Gilliams - aye

Motion carried. 5-0

17. **PUBLIC INPUT**

6:53 pm

Tracey Cole said she appreciated the Charter Officers, Mayor Dodd and Council Member Hill for keeping the meeting civil. She asked Council Member Parris not to use her name to promote her request for workshops.

Michelle Morris thanked Council for one of the nicest Council meetings they have had since November; she hoped it continued.

Bob Stephen, 150 Concha Drive, said hasn't seen any stormwater maintenance for the last two years; he asked the City Manager to look into the stormwater system.

Andrea Coy, 501 Palm Avenue, said the members of the public have gone out of their way to be civil but in the last three months it has only gone one way for a couple of Council Members. She said the residents are waiting for apologies.

Cynthia, Sebastian resident, said because the state of emergency could extend for quite a while, she suggested installing lock boxes to receive payment at the tennis courts to offset some of the cost for maintaining the courts.

Christopher Nunn, thanked Council for being a workable group of five people tonight; if this started in November the Recall Group wouldn't have to do what they are doing. He asked Council to continue.

7:02 pm

18. **NEW BUSINESS**

20.010

A. Approve Piggyback for One-Time Wetland Maintenance Using South Florida Water Management District's Contract #4600003457 with Lake and Wetland Management in the Amount of \$25,782 and Authorize the City Management to Execute the Appropriate Documents (Transmittal, Rate Sched, Intent, Contract Rate, Resolution)

The City Manager said this vegetation removal would be an experimental test to see how to incorporate this type of removal into the overall stormwater master and canal maintenance plan.

He reported as a result of the W.O.W. product testing he has found:

- the water hyacinths are showing significant reduction
- the cat tails show the most suppression with the product
- the duckweed has busted up and staff cannot locate where the mat moved
- the torpedo grass is showing minimal reduction but could be better in a week

Overall, the product is showing promise on some significant areas of the City's vegetation problem.

He explained there is no perfect solution but the manual harvest will remove some invertebrates, fry and will stir up sediment that staff will try to monitor.

Zoom Input

Bob Stephen, 150 Concha Drive, said the canal from CR512 to Hardee Park is not the problem, but its south of 512 where the growth is. He asked why the City isn't paying attention.

Mayor Dodd said the City Manager is paying attention; he has seen the growth in Hardee Park and by doing this the City Manager is trying to determine how effective the mechanical harvesting will be in our waterway to help decide what the long term solution will be.

Council Member Parris asked if the City Manager has consulted with the University of Florida regarding what will settle after the vegetation is removed. The City Manager said he did mention this in his report however they have to get back to a sustainable waterway starting section by section. He said they can put in tepidity systems and littoral shelves to promote wildlife.

He explained Hardee Park is in bad shape because there is a type of weed that doubles in seven days and the lake hasn't been maintained in 15 months.

Council Member Gilliams asked that the City Manager expedite the vegetation removal.

Council Member Hill said the canals are losing their functionality because they haven't been maintained. He asked the residents to remember when they begin to remove the plants it will increase the nutrients that will spill into the lagoon so things need to be thought out. He supported getting the Integrated Management Plan in place and maintaining the canals again.

Mayor Dodd said he agreed with Council Member Hill and he wouldn't support manual harvesting beyond what the City Manager has laid out until they know the true negative impact. He was in favor of this project as presented by staff.

Council Member Gilliams said this was an emergency; he would rather pull up the weeds with the harvester than spray chemicals.

MOTION by Mayor Dodd and SECOND by Council Member Hill to approve the one time wetland maintenance using the South Florida Water Management District's Contract with Lake and Wetland Management.

Roll call:	Council Member Parris	- aye
	Mayor Dodd	- aye
	Vice Mayor Mauti	- aye
	Council Member Gilliams	- nay
	Council Member Hill	- aye

Motion carried. 4-1

7:19 pm

19. **CITY ATTORNEY MATTERS**

The City Attorney stated the court order has come out on the Audubon case; he said they are still in litigation and within the parameters of appellant procedures. He requested an attorney-client session (AKA executive session) to discuss where they would like to go with the matter. He described the procedures of the session. He recommended holding the session on Monday, July 13, 2020 because there is a 15 day potential rehearing deadline and the 30 day appeal deadline to consider.

Council Member Gilliams said this was not an actionable item under City Attorney Matters. He asked who directed the City Attorney to contact the outside attorney before Council decided if they wanted to appeal. Mayor Dodd said during the executive session they will make the decision to appeal or not.

MOTION by Mayor Dodd and SECOND by Council Member Hill to hold an executive session on July 13, 2020 at 5:00 p.m.

7:31 pm

Council Member Gilliams asked if the City Attorney took it upon himself to contact the outside attorney.

Point of Order by Council Member Hill who stated it is the City Attorney's job to protect the City from litigation; there was a motion on the floor with a second and asked if there was any discussion on the motion.

Roll call:	Mayor Dodd	- aye
	Vice Mayor Mauti	- aye
	Council Member Hill	- aye
	Council Member Parris	- aye
	Council Member Gilliams	- nay

Motion carried. 4-1

The City Attorney said he would be out on military orders for annual training from July 13-17, July 20-24, and July 27-31. He stated he would have his cell phone and be available if needed.

20. **CITY MANAGER MATTERS**

The City Manager reported the construction would start next week on the handicapped accessible dock.

21. **CITY CLERK MATTERS** - None

22. **CITY COUNCIL MATTERS**

A. Council Member Hill

Council Member Hill thanked the City Manager for the dock.

He said although the City did not have the annual Freedom Festival, he still felt an amazing sense of patriotism standing on an island in the river watching the fireworks over the water. He thanked the citizens of Sebastian for a wonderful day.

B. Council Member Parris

Council Member Parris reminded everyone the chamber is not an avenue of advertising and asked everyone to respect the civility pledge.

C. Vice Mayor Mauti

Vice Mayor Mauti asked the City Manager and City Attorney to review the comments made by the County posed in paper.

D. Council Member Gilliams

Council Member Gilliams noted the former City Attorney overlooked the Audubon Society lawsuit and the City lost; now they are talking about an appeal; he asked if the City should file a claim against the former City Attorney's errors and omissions insurance.

Point of Order by Council Member Hill who stated they just set an executive session for Monday to discuss this matter.

Mayor Dodd ruled in favor of Council Member Hill.

Council Member Gilliams stated under his matters, he had the right to discuss anything he wanted. He said he wanted to make a point to the community and other Council Members.

Mayor Dodd asked him not to speak on the annexation and asked him if he wanted to appeal his ruling. Council Member Gilliams stated he did want a roll call to uphold the Mayor's ruling.

Roll call:	Vice Mayor Mauti	- aye
	Council Member Gilliams	- nay
	Council Member Hill	- aye
	Council Member Parris	- nay
	Mayor Dodd	- aye

Motion carried to uphold Mayor Dodd's ruling. 3-2

Council Member Gilliams stated the time for them to speak under their matters is when he can find out how Vice Mayor Mauti and Council Member Parris feel about issues. He said if he can educate them, then Council won't have to do something again. He said if the Mayor continues to interrupt him, the Council and community will be held liable.

E. Mayor Dodd

Mayor Dodd responded that Council Member Gilliams will have every opportunity to convince anybody that he wants to how to vote at the executive session on Monday.

In regard to the Declaration of Emergency lawsuit, Mayor Dodd said Council Member Gilliams did not win that case, what the judge said was it is time to start having meetings. In regard to Council Member Gilliams claim that his civil rights were being violated, Mayor Dodd noted his attorney cancelled the civil rights violation provision of his case to move it back to circuit court so he ran from that lawsuit.

In regard to getting money back from the former City Attorney, he asked Council Member Gilliams how he was going to get money back from the Sunshine Law violation case. He wanted Council Member Gilliams to understand that he wasn't going to go for his threats of lawsuits anymore and said he looked forward to November.

23. Being no further business, Mayor Dodd adjourned the Regular City Council Meeting at 7:48 p.m.

Approved at the August 26, 2020 Regular City Council Meeting

Mayor Ed Dodd

ATTEST:

Jeanette Williams, MMC – City Clerk



HOME OF PELICAN ISLAND

**SEBASTIAN CITY COUNCIL
MINUTES
SPECIAL MEETING
ATTORNEY-CLIENT SESSION
MONDAY, JULY 13, 2020 – 5:00 P.M.
CITY COUNCIL CHAMBERS
1225 MAIN STREET, SEBASTIAN, FLORIDA**

1. Mayor Dodd called the public meeting to order at 5:00 p.m.
2. The Pledge of Allegiance was recited.
3. ROLL CALL
Mayor Ed Dodd
Vice Mayor Charles Mauti
Council Member Damien Gilliams
Council Member Jim Hill (via Zoom Technology)
Council Member Pamela Parris

Staff Present:

City Manager Paul Carlisle
City Attorney Manny Anon, Jr.
City Clerk Jeanette Williams

4. **RECESS TO CONVENE ATTORNEY-CLIENT SESSION:** In accordance with F.S.286.011(8) a request was made by City Attorney Manny Anon, Jr. at the July 8,2020 regular City Council meeting to hold an Attorney-Client session to discuss the court's ruling, pending litigation, and strategy in regard to the case:
 - A. Pelican Island Audubon Society, Graham Cox, and Donna Halleran v. City of Sebastian, Case No. 19AP-142

The session will be held in the City Hall 2nd floor conference room.

ESTIMATED LENGTH OF SESSION: 2 hours

NAMES OF PERSONS ATTENDING: Mayor Ed Dodd, Vice Mayor Charles Mauti, Council Member Damien Gilliams, Council Member Jim Hill, Council Member Pamela Parris, City Attorney Manny Anon, Jr., Special Counsel Daniel L. Abbott of Weiss Serota Helfman Cole & Bierman, P.L., City Manager Paul E. Carlisle, and a Certified Court Reporter

Mayor Dodd announced the case to be discussed, reviewed who would be in attendance and the estimated length of time. The City Clerk confirmed the meeting notice was advertised on the corkboard in City Hall's lobby, on the website, and distributed to a standing e-mail list as well as the Council Members.

Council then convened to the 2nd floor conference room at 5:03 p.m.

5. **REOPENING OF PUBLIC MEETING TO ANNOUNCE TERMINATION OF ATTORNEY-CLIENT SESSION - 6:21 pm**

Mayor Dodd announced the executive session was completed.

6. Being no further business, Mayor Dodd adjourned the Special City Council Meeting at 6:22 p.m.

Approved at the August 26, 2020 Regular City Council Meeting.

Mayor Ed Dodd

ATTEST:

Jeanette Williams, MMC – City Clerk



HOME OF PELICAN ISLAND

**SEBASTIAN CITY COUNCIL
MINUTES**

SPECIAL MEETING

**FOR THE PURPOSE OF CONVENING
ATTORNEY-CLIENT SESSION**

WEDNESDAY, JULY 22, 2020 – 5:00 P.M.

**UPON ADJOURNMENT – REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS**

1225 MAIN STREET, SEBASTIAN, FLORIDA

1. Mayor Dodd called the public meeting to order at 5:00 p.m.
2. Pastor Grant Foster, Riverside Church gave the invocation.
3. Council Member Hill led the Pledge of Allegiance.
4. ROLL CALL

Mayor Ed Dodd

Vice Mayor Charles Mauti

Council Member Damien Gilliams

Council Member Jim Hill

Council Member Pamela Parris

Staff Present:

City Manager Paul Carlisle

City Attorney Manny Anon, Jr.

City Clerk Jeanette Williams

Chief Financial Officer/Administrative Services Director Ken Killgore

Leisure Services Director Brian Benton

5. RECESS TO CONVENE ATTORNEY-CLIENT SESSION: In accordance with F.S.286.011(8) a request was made by City Attorney Manny Anon, Jr. at the July 8,2020 regular City Council meeting to hold an Attorney-Client session to discuss the pending litigation and negotiations as noticed below:

- 20.020 A. Pelican Island Audubon Society, Graham Cox, and Donna Halleran v. City of Sebastian.

The session will be held in the City Hall 2nd floor conference room.

ESTIMATED LENGTH OF SESSION: 1 hour

NAMES OF PERSONS ATTENDING: Mayor Ed Dodd, Vice Mayor Charles Mauti, Council Member Damien Gilliams, Council Member Jim Hill, Council Member Pamela Parris, City Attorney Manny Anon, Jr., Special Counsel Daniel L. Abbott of Weiss Serota Helfman Cole & Bierman, P.L., City Manager Paul E. Carlisle, and a Certified Court Reporter

Mayor Dodd announced the case to be discussed, reviewed who would be in attendance and the estimated length of time. The City Clerk confirmed the meeting notice was advertised on the corkboard in City Hall's lobby, on the website, and distributed to a standing e-mail list as well as the Council Members.

Council Member Gilliams asked if they would take a vote on their decision when they returned to the public portion of the meeting. The City Attorney advised that would be discussed in the executive session. Council Member Gilliams stated his attorney advised him that after the executive meeting they were to take a vote. Mayor Dodd stated for the record that Council Member Gilliams' attorney does not represent the City of Sebastian. Council then convened to the 2nd floor conference room at 5:05 p.m.

6. **REOPENING OF PUBLIC MEETING TO ANNOUNCE TERMINATION OF ATTORNEY-CLIENT SESSION – RECONVENE REGULAR CITY COUNCIL MEETING**

Mayor Dodd announced the executive session was adjourned and convened the Regular City Council meeting at 6:39 p.m.

There was unanimous consent to add an agreement between the City of Sebastian and the Indian River County School Board for Two School Resource Officers as New Business Item 13G.

7. **PROCLAMATIONS, AWARDS, BRIEF ANNOUNCEMENTS**

20.089 A. **Presentation by the Gehring Group - Employee Health, Dental, and Vision Insurance Program for FY20/21**

Dustin Kuehn, Senior Benefit Consultant and Marc Rodriguez, Senior Analyst presented a PowerPoint outlining the October 1st renewal with the insurance carriers for the employee's health, dental and vision plan. (See attached)

It was discussed if the City should join a consortium with the County or Sheriff's office. Mr. Kuehn explained that generally consortiums aren't successful because if an organization is doing well they pull out.

Council Member thanked the Gehring Group for keeping the costs down for employees and citizens.

Brief Announcements

The Community Development Department mailed out post cards to remind citizens of the Stormwater Credit Program, Septic to Sewer Grants, and Façade, Sign and Landscape Grants are available. More information is available by calling 589-5518

Mayor Dodd briefly described the programs available through the Community Development Department.

The City Manager stated the County will be reducing the amount they are offering towards the impact fee credit as time goes on. It was the consensus of Council to ask the County to rescind the reduction because of the coronavirus.

Mayor Dodd reported that about 25% of the population hasn't responded to the 2020 Census yet and encouraged the public to respond to ensure Sebastian receives \$1,700 per resident/per year, for the next ten years, to pay for items such as septic to sewer conversions.

The City Manager reported the closest COVID testing was available at the North County Fairgrounds on Monday and Wednesday from 8:30 to 10:30 a.m. He said Sebastian would have to find a lab and pay for the tests to bring a site closer.

8. **CONSENT AGENDA**

- 20.090 A. Resolution No. R-20-11 – Abandonment of Side Yard Easements – 825 Sebastian Boulevard (Transmittal, R-20-11, Site Map, Staff Report, Utility Approvals, Application)
- A RESOLUTION OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, VACATING CERTAIN EASEMENTS OVER LOTS 2 AND 3, BLOCK 188, SEBASTIAN HIGHLANDS UNIT 6, PROVIDING FOR CONFLICTS HEREWITH; PROVIDING FOR RECORDING; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.
- 20.089 B. Formal Approval of Employee Group Health, Dental and Vision Insurance Policies for the Year Beginning October 2, 2020 (Transmittal, Summary, PPT)
- 20.091 C. Authorize the Purchase of One 2020 Nissan Frontier King Cab Truck from Alan Jay Fleet Sales under the Cooperative Sourcewell Contract #120716-NAF for the Building Department in the Amount of \$22,828. and Authorize the City Manager to Execute the Appropriate Documents (Transmittal, Quote, Letters, Quote)

Mayor Dodd asked to pull item B. Vice Mayor Mauti asked to pull item C.

Mayor Dodd read the title of item A for the benefit of the public. MOTION by Council Member Hill and SECOND by Vice Mayor Mauti approved Consent Agenda Item A passed with a unanimous voice vote. 5-0

Item B

Mayor Dodd reported the City Clerk made a typographical error in the agenda title, the beginning date should be October 1 and he made a MOTION with a SECOND by Council Member Hill to approve the item which passed with a unanimous voice vote. 5-0

Item C

Vice Mayor Mauti stated he was concerned that the City was buying a vehicle for an employee that might not make it off probation and suggested that City vehicles might be reconditioned given the unknown impact of the coronavirus on the future budget.

The City Manager explained the vehicle was a budgeted item that will come from the Building Department's Enterprise Fund for whoever makes it off probation and fills the position.

MOTION by Council Member Hill and SECOND by Mayor Dodd to approve Consent Agenda Item C.

Roll call: Vice Mayor Mauti - aye
Council Member Gilliams - aye
Council Member Hill - aye
Council Member Parris - aye
Mayor Dodd - aye

Motion carried. 5-0

9. **COMMITTEE REPORTS & APPOINTMENTS**

20.010 A. **Parks Integrated Pest Management Plan Update** *(no backup)*

The Leisure Services Director reported that staff, sub-committee members, along with the scientific advisors reached a consensus on the Integrated Pest Management's Plan pesticide methodology. This includes a list of approved chemicals which are compared and assessed based on a numerical model called the Environmental Impact Quotient (EIQ). The EIQ creates a score for chemicals based on a variety of human and environmental risk factors. The EIQ is then formulated into an application rate of the product and the area in which it is applied.

At the IPM sub-committee meeting on July 20th, the committee unanimously approved the final Integrated Pest Management Plan for Parks and Properties. He thanked the Natural Resources Board Members Kathy Brothers, Brian O'Neill, Thomas Carrano and Jessica Lovell; as well as scientific advisors Dr. Graham Cox, Christine Kelly-Begazo, Sharon Tyson and Ruth Callaghan for their dedication and support in developing this plan. He recognized the City's Environmental Technician Ms. Kim Haigler for all the hard work, time, and effort she put into this plan noting she spent many late nights and weekends putting together all of the input from the committee.

He said Monday July 27th the plan will be presented to the Parks and Recreation Advisory Committee. The plan will then be brought to the Natural Resources Board on August 4th. After review and approval from both of those boards, the final presentation of the Integrated Pest Management Plan for Parks and Properties will be given to the City Council along with a resolution for adoption at the August 26th Council Meeting.

Dr. Graham Cox said it was great to get this far with the plan.

Council Member Hill thanked the Leisure Services Director and the Committee for all the hard work putting this together. He is looking forward to getting everything back to normal in the City of Sebastian and getting the parks taken care of.

10. **PUBLIC HEARINGS** - None

11. **UNFINISHED BUSINESS** - None

12. **PUBLIC INPUT**

Christopher Nunn, Sebastian, said this was the citizen's opportunity to address Council members so they can impress upon them how they feel. The most important job the members have is to listen to all constituents and staff, research agenda items before the meetings, then have discussions legally in the chambers.

Gil Gordian, Sebastian, asked how Sebastian could obtain a fire vessel (boat). Mayor Dodd advised him to check with the County Fire Department.

Mr. Gordian suggested tubing be installed on the state land between the north and south prong of the Sebastian River to cleanse some of the water in that area. The City Manager suggested he approach the St. Johns River Water District or the Sebastian River Improvement District to address that issue.

Michelle Morris said she was proud of the community for coming together to ensure that Sebastian's voice is heard. She noted the public is watching the members to make sure they are representing the community as a whole.

Ben Hocker thanked the City Manager for the handicapped boat ramp at the Yacht Club and asked if the same will be installed at the Main Street ramp. The Mayor advised that one is not planned for the Main Street boat ramp.

7:16 pm

Andrea Coy, 501 Palm Avenue, said in an open letter to the citizens, Council Member Mauti expressed concern that on July 14 he received three calls regarding Council's decision at the executive session while he, himself released the decision in his letter. She asked who leaked the information and was it acceptable for Council Members to discuss executive session material.

Bob McPartlan said in regard to a certain Council Member stating he has his own attorney to advise him, he asked what is the reason behind that Council Member going to his own attorney. He would like to know who the attorney is and what is their written opinion regarding the annexation.

13. **NEW BUSINESS**

20.092

A. Finalize the Citywide Design of the City's Master Sign Project by West Central Signs, Inc. (Transmittal, Details, Minutes Excerpts)

Mayor Dodd stated the sign for the Pickleball Court was in the parking lot for their review and an additional picture was in the agenda packet. The City Manager said the change they wanted to show Council was the color of the post which gives a better portrayal of the faux wood grain.

The Leisure Services Director said while working with the vendor, SignStar, staff didn't feel the gray and black posts worked well with the wood theme so the color was changed to what is before Council tonight.

Council Member Hill said the sign looks beautiful and looked forward to seeing them throughout the City.

In response to Council Member Gilliams, Danny Powell with SignStar, explained different components of the signs have different warranties, they are expected to last 5-10 years, and they will be designed and permitted by a certified engineer.

The City Manager said if it was Council's decision, the discarded signs could be put out to bid but the contract with SignStar includes disassembling and removing the signs. Mr. Pall

noted the signs won't come apart easily and will probably be damaged in the removal process. It was the consensus of Council to have the signs removed as outlined in the contract.

Mr. Powell gave Council Member Gilliams his contact information in case someone wanted to secure one or two of the signs.

MOTION by Council Member Hill and SECOND by Vice Mayor Mauti to approve the color change.

Mayor Dodd stated for the record, the three year financial commitment to replace the City's signs is \$262K.

Roll call: Council Member Gilliams - aye
Council Member Hill - aye
Council Member Parris - aye
Mayor Dodd - aye
Vice Mayor Mauti - aye

Motion carried. 5-0

20.002

B. Approve Proposed Millage Rate at 3.1514 for FY20/21 and Direct the City Manager to Execute and Transmit the Required Forms (Transmittal, DR-420, PPT)

Mayor Dodd explained the City was required to provide a maximum millage rate amount to the Tax Collector for publication on the TRIM notices. It is the practice to adopt a rate higher because the City can't go higher as they move through the budget process without notifying each resident by U.S. Mail, but the City can go lower.

The Chief Financial Officer said the process is outlined in state statute; the draft budget they have recently received is based on current millage rate of 2.9399 and would be a 4.66% increase over rolled-back; staff was recommending that the City goes back to previous year of 3.1514 that will provide a 12.19% increase over rolled-back. He displayed a PowerPoint presentation. (See attached)

He said he outlined his considerations on slide #23. Staff was recommending a millage rate of 3.1514 with the hope for better news on the revenue side.

7:49 pm

The City Manager noted the rate they were about to set was not final and given that the state won't set the revenue share until August, they might want to consider how the state will affect the City if their share is too low.

Mayor Dodd said the Budget Review Advisory Committee and the Chief Financial Officer have done a herculean effort in putting the budget together.

Council Member Hill said he also appreciated the Budget Committee and the CFO but he was concerned there was nothing in the budget for the employees and the pending litigation. He said he was in favor of the budget as presented and they needed to make sure they have some cushion to protect themselves.

Vice Mayor Mauti stated he approved the budget.

Council Member Gilliams said with the property values going up, it was a windfall budget. The Chief Financial Officer said if 30% of the properties fell off the tax rolls because of a hurricane event there would be several years of reduced income.

Council Member Gilliams asked the CFO how the taxpayers would feel with a 12% increase while they are losing their jobs, homes and being evicted because of the coronavirus. The CFO stated from his standpoint he needed to make sure the City could continue to operate with the current income.

Point of Order was called by Council Member Hill. He stated the budget wasn't up to the CFO, he was providing the numbers required to provide the level of service. Mayor Dodd ruled in favor of Council Member Hill' point of order and asked Council Member Gilliams to tone down how he was talking to the CFO.

Council Member Gilliams said he wanted to justify raising the taxes 12% when it would be more realistic at 4%.

Mayor Dodd said there would be a budget hearing on August 26. Council Member Gilliams said he was trying to convince two members they can go to 2.9 instead of 3.14.

MOTION by Mayor Dodd and SECOND by Vice Mayor Mauti to set the millage rate for the TRIM notice at 3.1514.

In response to Council Member Gilliams, the Chief Financial Officer stated the following:

- the franchise fees will be level, as last year
- local option gas tax helps out the general fund
- the discretionary sales tax funds were going to the new Public Works Facility
- the City was paid back from the occupational business tax money
- he did not include the CARES Act revenues in the budget because they are restricted funds
- he was not aware if the County had \$40M in reserves

The City Manager advised the monies allocated for the roadways and culverts were under the road resurfacing plan. The \$200K allocated for the stormwater master plan is to be seed money to procure a grant writer to come up with a true master plan to designate water basins, how water flows and develop a plan on how to drain the water.

Council Member Gilliams asked how the money in the Cemetery Trust Fund was bartered.

Point of Order was called by Council Member Hill. He stated Council Member Gilliams knows that question was ludicrous; there was no contract that was bartered regarding the cemetery's excess sand. Mayor Dodd ruled in favor of Council Member Hill's point of order.

Council Member Gilliams asked if the \$1M in the Capital Improvement Program was to tap the sewer into the County's line at the airport. The CFO responded the project would be using grant funds and DST funds for the matching portion.

Point of Order was called by Council Member Hill. He stated Council Member Gilliams' questions were about the budget itself and the current discussion item was the millage rate; he suggested that Council Member Gilliams talk about the budget at the scheduled hearings

and say no to the proposed millage rate. Mayor Dodd ruled in favor of Council Member Gilliams.

Council Member Gilliams said they should set the millage rate 2.9 and then go back to the rolled-back rate. The CFO said they may wish for some flexibility until the budget is adopted.

Mayor Dodd said for the last three years the City Council set these numbers to or below rolled-back so he and Council Member Hill have not been frivolous in establishing the budget at all; staff has done a herculean job given what is happening without increasing the millage rate and he felt they do need a buffer.

Public Input

Andrea Ring asked if the budget held money to do baffle box at 17th Street. Mayor Dodd said there was not. She asked if the Leisure Services Director had the ability to purchase a piece of equipment that he has been holding off on with the budget. Mayor Dodd said staff was working through that purchase.

8:16 pm

Michelle Morris said she was appalled that only two only two Council Members spoke up in opposition of the grilling of the City's professional department head.

Vera Render, 852 Mulberry Street, said she would rather pay extra taxes and maintain the City that she had without the histrionics from the disrespectful Council Members, particularly for the litigation that is coming.

Tracey Cole, said she was also upset with the way treat Council treats employees, not only at the meetings but in e-mails. She noted the litigation claims against the City's insurance will raise the rates. She asked the Mayor to control the Council Members in the future and find a way to give staff a raise.

Grace Reed, Sebastian, said she was also appalled by the way the CFO was treated tonight; she does not want her taxes to go up; and noted the CARES Act revenue cannot be used to replace the cars.

Christopher Nunn, Sebastian, said the employees should never bear the burden of the City's expenses; the way the CFO was treated was very disrespectful; the City will need money to cover the insurance deductibles.

Bill Flynn said he has been talking to residents about the drainage problems and the City will need a buffer in the budget; a wise man always plans.

8:22 pm

Andrea Coy, Sebastian, said this was a historic moment because this was the first time Council Member Hill was voting to keep the millage rate where it is set; she appreciated his decision. She apologized to the CFO for the way he was treated. She said as a taxpayer she was furious about the lawsuits.

Sharon Herman, Sebastian, said she cannot believe the way the CFO was treated, his presentation was clear and concise; she didn't see any allowance for the lawsuits. She said they will have to allow for variables in the budget. She said if another Council Member needs to be educated by another Member maybe they shouldn't be on Council.

Ben Hocker, Sebastian, said they were here to set the millage rate yet people are badmouthing Council Members.

Joe Scozzari said he appreciated the CFO, in regard to the other public input comments, he noted debate is good.

Bob McPartlan, Sebastian, said the CFO does a fantastic job; the reason the City holds reserves is in case of an emergency noting San Marco was devastated by Hurricane Irma and cost twice as much to come back.

Bob Stephen, 150 Concha Drive, said the environmentalists want Council to do what's right for the community in regard to the annexation lawsuit. He said the City didn't need a new Public Works Facility or new car for employees.

Council Member Gilliams apologized to the CFO if he took his questions as demeaning.

Roll call: Council Member Hill - aye
Council Member Parris - aye
Mayor Dodd - aye
Vice Mayor Mauti - aye
Council Member Gilliams - nay

Motion carried. 4-1

20.093

C. Approve Sub-Grant Agreement between the City of Sebastian and Indian River County for CARES Act Funding in the Amount of \$924,322.00 and Authorize the City Manager to Complete and Sign the Necessary Documents (Transmittal, Request, Agreement, Guidelines, Report)

Mayor Dodd said this was for the City accepting the grant.

The City Manager explained the County has received the money and now the City must be agree with the terms of the grant agreement by July 28th.

MOTION by Mayor Dodd and SECOND by Vice Mayor Mauti to approve the sub-grant agreement between the City of Sebastian and Indian River County for CARES Act Funding and authorize the City Manager to complete and sign the necessary documents.

Council Member Gilliams stated this money could have paid for testing if it was available. The City Manager responded that he has explained to Council Member Gilliams that he has been trying since March to get the COVID-19 testing; the Arizona test that he wants is not available.

Sharon Herman said everyone has the information; the City Manager has done an outstanding job.

Roll call: Council Member Parris - aye
Mayor Dodd - aye
Vice Mayor Mauti - aye
Council Member Gilliams - aye
Council Member Hill - aye

Motion carried. 5-0

D. Resolution No. R-20-10 Approving the COVID-19 Recovery and Stimulus Plan Grant Application Process and Submittal to Indian River County for Pre-Approval (Transmittal, R-20-10, Plan, Documents)

A RESOLUTION OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, ADOPTING A COVID-19 RECOVERY AND STIMULUS PLAN, PROVIDING FOR A GRANT APPLICATION PROCESS; PROVIDING THAT THE CITY SHALL BE REIMBURSED FOR SUCH GRANTS WITH FUNDS FROM THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) ACT FEDERAL STIMULUS PACKAGE SHARED BY INDIAN RIVER COUNTY; AUTHORIZING THE CITY MANAGER TO CAUSE SAID PLAN TO BE PUT INTO EFFECT; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

The City Manager said the CFO has put together the plan to distribute the CARES Act grant monies by December 31st; it will cost about \$10-12K to administer the program; and it will reimburse what the City has already spent to date on personal protection equipment (PPE).

Mayor Dodd asked to change #4 of page 116—the small business must have at least two or no more than 20 independent contractors to small businesses with no more than 20 employees to allow the single proprietors to apply.

Mayor Dodd said on page 117, the employees could apply for the employee grant, even if their employer applied for the business grant.

Also on page 117, he asked to remove the word must from #4 so employees who aren't behind on their rent can apply because there are employees that haven't received any help and they are having a hard time making payments.

Council Member Parris asked that in #1, the requirement to have a storefront be removed because there are people working from home that are suffering as well. The City Manager noted home based businesses were not shut down. Mayor Dodd noted the businesses that aren't served in the first round might be able to be served in the next round.

Council Member Gilliams asked if they should cut the grant to \$3K will make the money go further. The City Manager said the grant has to make a difference in helping the businesses. There was no consensus to divide the \$5K allotments.

MOTION by Mayor Dodd and SECOND by Council Member Hill to approve Resolution No. R-20-10 the COVID-19 Recovery and Stimulus Plan Grant with the following two strikeouts:

Item #4 (page 116) "~~Must be a small business that as of March 1, 2020 had at least 2 employees or independent contractual workers but no more than 20 full time and/or part time employees or independent contractors. . .~~"

Item #4 (page 117) "~~Must Show evidence of being past dues on rent, utilities or other essential expenses . . .~~"

Christopher Nunn, Sebastian, asked if there was any provision that if someone that was behind on their taxes could apply for this grant. Mayor Dodd responded that it does stipulate an applicant cannot have any outstanding code violations.

8:57 pm

Tracey Cole asked what the time frame was that businesses can apply. Mayor Dodd said there would be no applications until it was applied for by the County and advertised by the City Manager.

Sharon Herman, Sebastian, commended Mayor Dodd for his changes and asked if Council Members would have to wait at the end of the line. Mayor Dodd said there were no stipulations.

Roll call: Mayor Dodd - aye
Vice Mayor Mauti - aye
Council Member Gilliams - aye
Council Member Hill - aye
Council Member Parris - aye

Motion carried. 5-0

- 20.003 E. Approve Additional Grant Administration Services by Guardian CRM, Inc. for the Community Development Block Program Utilizing CARES Act Funding in the Amount of \$14,955. (Transmittal, CSA, Letter)

Mayor Dodd stated this item was to provide additional Community Development Block Grant (CDBG) services by utilizing the CARES Act funding.

MOTION by Vice Mayor Mauti and SECOND by Council Member Parris to approve the CARES Act funding to provide additional CDBG services.

There was no public comment.

Roll call: Vice Mayor Mauti - aye
Council Member Gilliams - aye
Council Member Hill - aye
Council Member Parris - aye
Mayor Dodd - aye

Motion carried. 5-0

- 20.036 F. Florida League of Cities Items (Transmittal, FLC Info)
i. Council Appointee Annual Business Meeting

MOTION by Council Member Hill and SECOND by Council Member Gilliams to have Mayor Dodd represent Sebastian at the business meeting passed with a voice vote of 5-0.

Andrea Ring thanked Mayor Dodd for serving.

- Added G. Approve Agreement Between the School Board of Indian River County and the City of Sebastian for the School Resource Officer Program and Authorize the Mayor to Execute Appropriate Documents (Transmittal, Agreement)

MOTION by Council Member Hill and SECOND by Mayor Dodd to approve the School Resource Officer Agreement.

Council Member Gilliams requested that the City Attorney sign off on legal documents. For the record, the City Attorney stated he did review the agreement.

There was no public comment.

Roll call: Vice Mayor Mauti - aye
Council Member Gilliams - aye
Council Member Hill - aye
Council Member Parris - aye
Mayor Dodd - aye

Motion carried. 5-0

14. **CITY ATTORNEY MATTERS** - None

15. **CITY MANAGER MATTERS**

Fireworks on September 4th

The City Manager stated staff was concerned there could still be a lot of positive COVID-19 testing around September 5th which was the date they moved the fireworks display to and he asked if staff should purchase the fireworks or not; they were not storable or refundable.

Council Member Hill was in favor of having the celebration, the fireworks would be outside where they could social distance.

Council Members Gilliams and Parris were against it.

Vice Mayor Mauti noted there were ways to social distance, he supported having the fireworks.

Mayor Dodd stated the cost was minor, he proposed that staff plan the fireworks and check if needed, can they go to December. He did not think the parade would be possible.

Riverview Park Sidewalk Program

The City Manager reported that the contractor would be starting on the sidewalk next week so they will see sections closed down for construction.

Waste Management

The City Manager stated Waste Management operations have been affected by the coronavirus; they have gone to seven days notification to remove bulk trash and the vegetative debris pickup will be a day behind.

16. **CITY CLERK MATTERS** - None

17. **CITY COUNCIL MATTERS**

A. Council Member Parris applauded the community for their city involvement. She said the reason she was interested in health insurance for council members was to attract quality candidates.

She said the old signs might be of interest to sign collectors to use for the upcoming centennial celebration.

She advised the public to expect debate on questions because the dais is the only place Council Members they are allowed to do it.

She asked the public to social distance and wear masks given the spike in positive testing.

Council Member Parris thanked the Chief Acosta for his efforts in making the community feel safe given the state of the nation and the Chief Financial Officer for his budget preparation.

B. Vice Mayor Mauti said in response to comments made at the last meeting that people did not come to the Planning and Zoning annexation meetings, the time limit for each speaker was reduced to hear the number of speakers that were in attendance; in addition, he made a motion to have staff review the items presented by Indian River County Administrator Jason Brown and Utilities Director Vincent Burke to make a recommendation to City Council. He said he looked carefully at the annexation and the statement that some needed education was very upsetting to him because he has followed it from the beginning.

He thanked the Chief Financial Officer for the excellent job.

C. Council Member Gilliams requested Council consensus to have the cameras continue to roll during breaks so people can see the side bar issues. Mayor Dodd asked what side bar issues he was referring to because he could not support him unless he knew what he was talking about. Mayor Dodd said his vote consensus was no.

Council Member Hill said he found his request hilarious when it was him that accosted the City Attorney, got in his face and started yelling at him at a previous meeting.

Council Member Hill and Vice Mayor Mauti did not want the cameras rolling during the break. The consensus was 3-2 to not have the cameras rolling during break.

Council Member Gilliams stated that if the public wanted real news to go to tcpalm.com; if they wanted gossip go to SebastianDaily.com.

D. Council Member Hill congratulated Mayor Dodd for running a meeting that was accomplished. He thanked the Police Officers, the Charter Officers, the CFO and all staff.

He said in response his frequent Zoom attendance lately; he has to travel more and make less money but was grateful to the Governor for allowing the Zoom attendance right now.

E. Mayor Dodd asked Council for consensus to support the City Manager in implementing a mask policy in unison with Indian River County should the County Commission require face masks. Vice Mayor Mauti, Council Member Gilliams, Council Member Parris and he would support the wearing of masks. Council Member Hill was opposed to the mandate.

The City Manager stated he would follow the consensus of City Council.

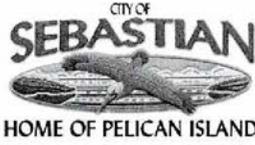
18. Being no further business, Mayor Dodd adjourned the Regular City Council Meeting at 9:27 p.m.

Approved at the August 26, 2020 Regular City Council Meeting.

ATTEST:

Mayor Ed Dodd

Jeanette Williams, City Clerk



CITY COUNCIL AGENDA TRANSMITTAL

Council Meeting Date: August 26, 2020

Agenda Item Title: Agreement between the City of Sebastian and Sebastian Charter Junior High, INC. of Sebastian for one (1) School Resource Officer.

Recommendation: City Council to approve the Agreement between the Sebastian Charter Junior High, INC. of Sebastian for one (1) School Resource Officer.

Background: The City of Sebastian has proposed an agreement between the City and the Sebastian Charter Junior High, INC. of Sebastian for one (1) School Resource Officer.

If Agenda Item Requires Expenditure of Funds:

Total Cost: **Sebastian Charter Junior High**, 50% cost share \$24,800.00

Amount Budgeted in Current FY: \$24,800.00.

Amount of Appropriation Required: \$24,800.00.

Fund to Be Utilized for Appropriation: General Fund

Administrative Services Department Review: _____

[Handwritten signature]

City Attorney Review: _____

[Handwritten signature]

Procurement Division Review, if required: N/A _____

Attachments:

- 1. Agreement

City Manager Authorization: _____

[Handwritten signature]

Date: _____

[Handwritten date: 8/19/2020]

**AGREEMENT BETWEEN
THE SEBASTIAN CHARTER JUNIOR HIGH, INC. OF SEBASTIAN, FLORIDA
AND
CITY COUNCIL OF THE CITY OF SEBASTIAN
FOR
THE SCHOOL RESOURCE OFFICER PROGRAM (SRO)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the SEBASTIAN CHARTER JUNIOR HIGH, INC. OF SEBASTIAN, FLORIDA, (hereinafter referred to as the CHARTER SCHOOL, and THE CITY COUNCIL OF THE CITY OF SEBASTIAN, (hereinafter referred to as the CITY);

WITNESSETH:

- A. The Charter School and the City desire to provide law enforcement, counseling, and law-related educational service programs to the schools of Indian River County as defined in F.S.S. 1006.12.
- B. The provisions of F.S.S. 1006.12 require the Charter School and Principal to assign one or more safe-school officers at each school facility within the district.
- C. It is mutually agreed that a continuation of the School Resource Officer Program is in the best interests of the student population, the Charter School, the City, and the citizens of Indian River County.
- D. The parties agree that the term of this Agreement shall be for a period of one (1) year, with the option to renew the Agreement for an additional one (1) year period upon mutual agreement of the parties.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Charter School and the City hereby agree as follows:

ARTICLE I

A School Resource Officer (SRO) Program is hereby continued with the Sebastian Charter Junior High School of Sebastian, Florida, for twelve months per year.

ARTICLE II
Rights and Duties of the City

The City shall provide School Resource Officers as follows:

- A. Number of School Resource Officers:
 - 1. The City shall assign one regularly employed SRO to the following school:
 - a. Sebastian Charter Junior High School
- B. Regular Duty Hours of School Resource Officers:
 - 1. The SRO's shall be assigned to a school on a full-time basis of eight (8) hours on those days and during those hours that school is in session. This includes designated summer school days and hours as mutually agreed upon by the City and Charter School. The SRO may be temporarily reassigned by the City or designee during school holidays, vacations or during a period of any law enforcement emergency. The SRO shall notify the Principal or Principal's designee when arriving or departing campus.
- C. Duties of School Resource Officers as defined in Section 1006.12, Florida Statutes are:
 - 1. The School Resource Officers shall abide by Charter School policies and shall consult with and advise the Charter School of any conflicts between their policies and the Cities Standard Operating Procedures (SOP's) through the school principal or his/her designee. The SRO shall be responsible to the law enforcement agency in all matters relating to employment. Activities conducted by the School Resource Officer, which are part of the regular instructional program of the school, shall be under the direction of the principal or his/her designee.
 - 2. To perform law enforcement functions within the school setting.
 - 3. To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse and standard protocols as required by Florida Statutes.
 - 4. To foster a better understanding of the law enforcement function.
 - 5. To develop positive concepts of law enforcement.
 - 6. To provide information about crime prevention.

7. To provide assistance and support for crime victims identified within the school setting, including abused children.
8. To promote positive relations between students and law enforcement officers.
9. To enhance knowledge of the fundamental concepts and structure of law.
10. When requested by the principal or his/her designee, the SRO may attend any school-related activity (i.e., faculty, parent meetings, special functions, etc.). The duty must be approved by the unit supervisor, if it is overtime, the cost of the overtime shall be borne by the Charter School where appropriate.
11. The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems. When in a counseling capacity, the SRO will be subject to all confidentiality issues and confidentiality rules and ethics as accepted and defined in State laws and professional standards. City acknowledges and agrees that it will not disclose confidential student information to any other person or entity, and will only use the confidential student information for the purposes of this Agreement and for no other purpose unless otherwise required by State and Federal law. Upon the completion of the non-law enforcement SRO services, City shall return to Charter School all original and any copies of the confidential student information, and shall not retain any confidential student information. As the City will be receiving student information that is otherwise confidential, the City shall fully comply with the requirements of § 1002.22 and § 1002.221, Florida Statutes, and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records unless otherwise required by law. Further, notwithstanding any other provision in this Agreement to the contrary, the City for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall indemnify and hold the Charter School and its officers and employees harmless for the City's own negligence, including, but not limited to defending the Charter School and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Charter School, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Charter School arising out of the negligence by the City, or its officers, employees, agents, representatives, contractors, and subcontractors, , or a negligent violation of § 1002.22 or § 1002.221, Florida Statutes that is not permissible by law. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon City until such time as any proceeding which may be

brought on account of this provision is barred by any applicable statute of limitations.

12. The SRO shall become familiar with all community agencies, which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc. The SRO may make referrals to such agencies, when necessary and appropriate in their sole discretion, thereby acting as a resource person to the students, faculty, and staff of the school. The discretion regarding the method of reporting of an event is the sole discretion of the Officer and the requirements of all State and Federal laws as amended from time to time.
13. The SRO shall assist the principal or his/her designee in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest and emergency situations.
14. Should it become necessary to conduct formal law enforcement investigative interviews with the students, the SRO shall adhere to rules and guidelines set forth in the Florida State Statutes and Federal law.
15. The SRO shall take law enforcement action as required. As soon as practical, the SRO shall make the principal or his/her designee aware of such action. At the Principal or Principal designee's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school or related school functions following the City's SOP's in place.
16. The primary function of the SRO is a campus Law Enforcement Officer. The SRO shall give assistance to other police and deputy sheriffs in matters regarding his school assignment, whenever necessary. The SRO will also act, when necessary, as a liaison between his/her school and other government agencies (i.e., law enforcement, DCF, State's Attorney, etc.).
17. The SRO will submit reports and statistical data, as necessary, to include police department generated reports, to include an Agency Case Number, regarding any on-campus incidents for which an SRO or other police officer prepares reports and documents as allowed by State law.
18. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal or his/her designee believes an incident is a violation of the law, the principal or designee may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. School Resource Officers are not to be assigned lunchroom duties, security posts, hall monitors, truancy, or other monitoring duties. If

there is a problem area, the SRO may assist the school until the problem is solved.

19. The SRO will perform duties outside the school as needed (i.e., court, training, depositions, vacation, etc.).
 20. The SRO will perform his/her duties in their police department duty uniform. Appropriate civilian clothes may be worn with the approval of the unit supervisor.
 21. All law infractions will be reported to the school's resource officer by all school personnel.
 22. The SRO will be involved in summer activity to include, but not be limited to, juvenile case management, gang resistance education training, cyber-safety training, school safety, participation in the Explorer program, and participation in relevant summer camps.
- D. The City and each SRO shall only use the information made accessible to him or her by the Charter School in furtherance of this Agreement, and only for the purposes for which the disclosure was made or as may otherwise be required by law. The City acknowledges and agrees that each SRO will have access to Personally Identifiable Information and Education Records pursuant to section 1002.221, Florida Statutes, 20 U.S.C. 1232g, and the federal regulations issued thereto, and that the SROs shall not disclose such information to any other party unless specifically authorized or required by law.

ARTICLE III

Rights and Duties of the Charter School

The Charter School shall make available to the full-time SRO the following materials and facilities which are deemed necessary for the performance of their duties.

- A. A secure and private office located as close to the principal's or designee's office as possible. The SRO will be the only one assigned to the office due to the sensitive and confidential information maintained within. The office will be voice secure for purposes of interviews and counseling. The office will contain the following materials and equipment.
1. Air conditioning.
 2. Computer with Internet access and VPN, or other connection type, required to connect to the City's network and access software programs and network resources.
 3. Desk and chair.

4. 4-drawer legal locking file cabinet.
5. 6-shelf book shelf.
6. 2 visitor chairs for counseling and interviews.
7. 1 work table.
8. Office supplies as requested.
9. Phone with local and long distance calling capability.
10. Charter School email address.
11. 1 large dry erase board.
12. Secretarial assistance.
13. It is imperative that SRO's be able to communicate with school personnel on their radio frequencies. If the SRO's primary school is utilizing a frequency band not compatible with the SRO's issued radio, the school will provide the SRO with a radio.

ARTICLE IV

Financing of the School Resource Officer Program

- A. The Charter School and the City agree to share in the overall costs associated with the School Resource Officer Program. The Charter School agrees to provide for 50% of the salaries and benefits of the SRO's. Notwithstanding the foregoing, the amount funded by the City for the overall costs of the School Resource Officer Program will be negotiated each year of this Agreement. This does not affect or guide any negotiations the City has regarding its Collective Bargaining unit and those negotiations shall have precedence.
- B. Any vehicle or equipment leased, rented, or donated to the City for use in the SRO Program shall become an asset of the City and; therefore, will be subject to City rules, regulations, and policy governing use.
- C. The City in its sole discretion shall provide the appropriate vehicle and equipment to conduct the duties of the SRO.

ARTICLE V

Employment Status of School Resource Officer

School Resource Officers shall remain employees of the City and shall not be employees of the Charter School. The Charter School and the City acknowledge that the School Resource Officers shall remain responsive to the chain of command of the City.

ARTICLE VI

Appointment and Training of School Resource Officers

- A. Appointment of School Resource Officers will be made solely by the City in accordance with City's policy.
- B. School Resource Officers will receive training in the following schools:
 - 1. Basic SRO Program.
 - 2. Crisis Intervention Training (CIT).
 - 3. The Sebastian Charter Junior High, Inc. should make a reasonable effort to secure state funding for the annual FASRO (Florida Association of School Resource Officer's) Conference or other SRO Training Programs. If such funding is not available, the expense incurred will be mutually agreed upon by the two entities providing the budget appropriations are available (lodging, food, registration and travel). Expenses to the Charter School shall not exceed a total of \$1,000.00 annually for this conference.

ARTICLE VII

Dismissal of School Resource Officer; Replacement

- A. In the event the principal of the school, to which the SRO is assigned, feels that the particular SRO is not effectively performing his or her duties and responsibilities, as outlined in F.S.S.1006.12, the principal shall recommend to the Superintendent who may recommend to the Chief of Police, or designee, that the SRO be removed and shall state the reasons in writing.
 - 1. Upon receipt of such recommendation from the Principal or designee, the Chief of Police and the Principal, or their designees shall meet with the SRO and his immediate supervisors to mediate or resolve any problems, which may exist. At such meeting, specified members of the staff of the school, to which SRO is assigned, may be required to be present.

2. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, then the SRO shall be removed from the program at the school and a replacement shall be obtained at the sole discretion of the City through consultation with the Charter School.
 3. In the event mediation is not sought by the Chief of Police, then the SRO shall be removed from the program at the school and a replacement shall be obtained.
- B. The City may dismiss or reassign an SRO based upon the Cities rules and regulations.
- C. In the event of the resignation, dismissal, or reassignment of a SRO, or in the case of long-term absences by a SRO, the City will provide a temporary or permanent SRO.

ARTICLE VIII
SRO Schedule

- A. SRO's will be assigned to each school designated in Article II from the beginning of the school year to the end of the school year.
- B. The SRO will perform his/her duties at his/her assigned campus under normal conditions. Any duty must be approved by the unit supervisor, if it is overtime.
- C. When extra-duty details are required by the Charter School, the parties shall ensure that the details are first filled by SRO's. If a sufficient number of SRO's are unavailable or, if the need for extra-duty officers exceeds the number of SRO's, then other police officers shall be authorized to work the detail.
- D. SRO's shall also be present for summer school programs as mutually agreed upon by the City and the Principal or their designees.

ARTICLE IX

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SEBASTIAN CHARTER JUNIOR HIGH SCHOOL BOARD'S CUSTODIAN OF RECORDS: Dr. Bill Dodds, 772-388-8838, Bdodds@scjh.org, 782 Wave Street, Sebastian, Florida 32958.

1. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all

records or other writings made by or received by the parties. The City and the Charter School acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.

2. The City and the Charter School shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, required by the Charter School in order to perform the scope of services.
3. Upon request by the City or the Charter School, either party shall provide a copy of any and all requested public records or allow the requested public records to be inspected or copied, within a reasonable time, at a cost that does not exceed the cost allowed by law.
4. The City and the Charter School shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of the Agreement term and following completion of the Agreement if the City does not transfer the public records to the Charter School as indicated below.
5. The City and the Charter School shall comply with all requirements for retaining public records and shall keep and maintain all such public records required by the Charter School to perform the scope of services. Upon request by the City or Charter School , all public records stored electronically must be provided in a format that is compatible with the information technology systems of the City or Charter School.
6. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of the Agreement, without penalty to the City or the School Board. Further, the City and Charter School shall mutually and fully indemnify and hold harmless each other, their officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the City's or Charter School's failure to comply with the requirements of Chapter 119, Florida Statutes.

ARTICLE X

Termination of Agreement

This agreement may be terminated by either party upon a sixty (60) day written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement, but subject to applicable law. This Agreement may be terminated without cause by either party upon a ninety (90) day written notice. Termination of the Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the City for all services performed to the date of termination. The Charter School shall be entitled to prorated refund for that period of time when SRO services are not provided because of termination of this Agreement.

ARTICLE XI
Good Faith

The Charter School, the City, their agents, and their employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Principal's Office and the Chief of Police's Office.

ARTICLE XII
Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

ARTICLE XIV
Non-Assignment

This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the Charter School and the City is obtained.

ARTICLE XV
Sovereign Immunity

No Waiver of Sovereign Immunity. Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes, or any other governmental immunity by any entity or individual to which such immunity may be applicable.

ARTICLE XVI
Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Signed, sealed, and delivered
in the presence of:

Arvita Taylor
Witness

7/31/2020
Date

SEBASTIAN CHARTER JUNIOR
HIGH, INC. OF SEBASTIAN, FLORIDA

By: Amy Banov, pres.
Amy Banov,
President of Board of Directors

Attest: Bill Dodds
Dr. Bill Dodds, Principal

7/31/20
Date

CITY COUNCIL OF THE CITY OF
SEBASTIAN

Witness

Date

Ed Dodd, Mayor

Date



CITY COUNCIL AGENDA TRANSMITTAL

COUNCIL MEETING DATE: August 26, 2020

AGENDA ITEM TITLE: Natural Resources Board

- i. Fill one expired, regular member position – New term to expire July 1, 2023
- ii. Fill one expired, regular member position – New term to expire July 1, 2023
- iii. Fill one expired, regular member position – New term to expire July 1, 2023
- iv. File one expired, alternate member position – New term to expire July 1, 2023

RECOMMENDATION: Interview, unless waived, submit nominations for each expiration.

BACKGROUND: In response to the City Clerk's advertisement, the City Clerk has received requests to serve from:

Nicole Mosblech, Current Incumbent

Charles Stadelman, Current Incumbent

Thomas Carrano, Current Alternate Incumbent

Marcus Bradley, New Applicant

ATTACHMENTS: Applications, Ad, List

Clerk Authorization: J Williams
Date: 8-20-2020



VOLUNTEER BOARD AND COMMITTEE APPLICATION

This application form is a public record under Chapter 119, Florida Statutes, and is open to public inspection. In accordance with FS 119.07 Exemptions, individuals employed or retired from certain professions relating to law enforcement may request that their physical address and phone number remain confidential. Unless requested, that information will be available and not redacted.

Per Section 2-170, all Board and Committee members must be City residents unless otherwise specified in the enacting ordinance or resolution. Board and Committee terms are three years unless otherwise specified in the enacting ordinance or resolution. You may reapply for succeeding terms upon term expiration.

Name: Nicole Mosblech

Address: 813 Gilbert St. City: Sebastian State: FL

Zip: 32958 Telephone: (484) 269-7017

E-Mail Address: NIKKI.MOSBLECHE@GMAIL.COM

Employer: SCHOOL District of Indian River County

City: Vero Beach State: FL Zip: 32960

Business Telephone: (772) 564-5443

I am interested in serving on the following board(s)/committee(s):

1st Choice: Natural Resources Board 2nd Choice: _____

CHARTER REVIEW COMMITTEE (*serves only six months, every five years – next meeting in 2016*)

CITIZENS BUDGET REVIEW ADVISORY BOARD

CONSTRUCTION BOARD* (*permanent*)

DISABILITIES ADVISORY COMMITTEE (*temporary*)

NATURAL RESOURCES BOARD (*permanent*)

PLANNING AND ZONING COMMISSION* ** (*permanent*)

POLICE RETIREMENT BOARD OF TRUSTEES*

PARKS AND RECREATION ADVISORY COMMITTEE (*permanent*)

VETERANS' ADVISORY BOARD (*temporary*)

*Filing of financial disclosure is required following appointment

**Must be resident one year prior to application.

Please summarize special skills, qualifications, or education you have acquired for this appointment:
(Your resume, professional certifications or designations may be attached.)

In 2012, I graduated with my doctorate in ecology from the Florida Institute of Technology. My research focused on the influence of past climate change on forests in the Andes Mountains. My coursework, though, included all areas of environmental science, including the use & conservation of natural resources. Since 2012 I have taught Environmental Science at VBHS, educating students on environmental issues & their solutions.

Why do you want to serve on this board?

When I moved to Sebastian in 2005, it was in part due to the unique habitats & biodiversity found here. As an Environmental Science teacher, I stress to students the importance of being part of the solution to environmental issues. Serving on the Natural Resources Board exemplifies that ideal for me. I wish to play a part in conserving the quality of Sebastian's irreplaceable natural resources.

Do you presently serve on another City Board or Committee? No

If yes, please list: _____

Have you previously served on any other City Board or Committee? No

If yes, please list: _____

I will represent the best interests of the entire City while serving as a board member. I hereby waive and release any and all rights for claims for damages and injuries I may suffer while performing or after performing volunteer services for the City of Sebastian. I give permission for the City of Sebastian to use my photograph for publicity purposes (unless requesting exemption).

If required for this board, I consent to the annual filing of the Statement of Financial Interests.

<http://www.ethics.state.fl.us/ethics/forms.html>

If appointed, I acknowledge that it is my obligation and duty to comply with the following: Code of Ethics for Public Officials (Florida Statutes, Chapter 112, Part III) and Florida Sunshine Law (Florida Statutes, Chapter 286) Statutes may be reviewed at <http://www.flsenate.gov/statutes>

I understand I must contact the City Clerk's office to request reappointment prior to expiration or to be considered for another board. I hereby certify that all the statements made on this application are true and correct. I understand that any false statements or omissions from this application may be cause for my application not to be considered.

Signature of Applicant: N.D.A.S. Me Date: 5/12/2017

Date Received by City Clerk's Office 5-12-17 by: JW

Nicole Alana Sublette Mosblech

873 Gilbert St
Sebastian, FL 32958
Mobile: (484) 269-7017
nikki.mosblech@gmail.com

EDUCATIONAL BACKGROUND

Ph.D., Biological Sciences (Emphasis in Ecology) 2007-2012
Florida Institute of Technology, Melbourne, FL
Dissertation Advisor: Dr. Mark B. Bush

Bachelor of Science, Psychology *summa cum laude* 1999-2003
University of Scranton, Scranton, PA

PROFESSIONAL & TEACHING EXPERIENCE

Teacher Current-2012
Vero Beach High School, Vero Beach, FL
Taught Environmental Science & Advanced Placement Environmental Science courses

Graduate Research Fellow (National Science Foundation) 2012-2009
Department of Biology, Advisor: Dr. Mark B. Bush
Florida Institute of Technology, Melbourne, FL
Investigated the nature of plant community response to rapid climate changes in the Central Andes over the last 95,000 years

Teaching Assistant Workshop Facilitator Aug 2011
Department of Science Education
Florida Institute of Technology, Melbourne, FL
Mentored new graduate student teaching assistants in pedagogy and presentation skills

Graduate Student Teaching Assistant 2009
Department of Biology
Florida Institute of Technology, Melbourne, FL
Taught lectures and supervised laboratory exercises in community ecology and microbiology laboratory courses

Graduate Student Teaching Assistant 2008
Department of Biology
Florida Institute of Technology, Melbourne, FL
Developed inquiry-based lab modules for use in undergraduate general ecology laboratory course

- Graduate Teaching Fellow** 2007-2008
National Science Foundation GK-12 Program
Florida Institute of Technology & Brevard Public Schools, Melbourne, FL
Created and implemented inquiry-based activities in high school science classrooms;
Participated in and led community science outreach activities
- Science Teacher** 2005-2007
Vero Beach High School, Vero Beach, FL
Designed and taught curriculum for three levels of the interdisciplinary Integrated Science course
- Fulbright Fellow: English Teaching Assistant** 2003-2004
Fulbright English Teaching Assistantship Program
Jeju Dong Girls Middle School, Jeju City, South Korea
Created and implemented English as a Second Language courses for 7th and 8th grade classes

PUBLICATIONS & PRESENTATIONS

- Mosblech, N.A.S.** & M.B. Bush. In prep. *A 3,300 year history of vegetation change and human occupation in the montane cloud forests of northern Peru*. Quaternary Research.
- Mosblech, N.A.S.**, M.B. Bush, W.D. Gosling, L.E. Thomas, P. van Calsteren, A. Correa-Metrio, B. Valencia, J. Curtis, & R. van Woesik. Submitted. *Synchrony of abrupt climate events over 89,000 years: a view from Amazonia*. Nature Geoscience.
- Mosblech, N.A.S.**, A. Chepstow-Lusty, B. Valencia, & M.B. Bush. In review. *Anthropogenic control of Late Holocene landscapes in the Cuzco region*. The Holocene.
- Bush, M.B. & **N.A.S. Mosblech**. 2011. Quaternary tropical plant extinction: A paleoecological view from the Neotropics. In L. Hannah & T.E. Lovejoy (eds.) *Saving a million species: Extinction risk from climate change*. p. 199-214. Island Press, Washington DC.
- Bush, M.B., **N.A.S. Mosblech**, B.G. Valencia, D.A. Hodell, W.D. Gosling, P.W. van Calsteren, L.E. Thomas, & J.H. Curtis. *Atlantic forcing of Amazonian climates in the last ice age*. Presented at: American Geophysical Union Fall Meeting 2011. 5-9 December, 2011: San Francisco, California.
- Mosblech, N.A.S.**, M.B. Bush & R. van Woesik. 2011. *On metapopulations and microrefugia: paleoecological insights*. Journal of Biogeography 38(3): 419-429.
- Valencia, B.G., **N.A. Sublette**, & M.B. Bush. *Historia de la vegetacion, cambio climatico e influencia humana durante el holoceno tardio en los andes centrales*. Presented at: XV Congreso Peruano de Geologia, Oct 2010: Cuzco, Peru.

Sublette, N.A., B.G. Valencia, A. Correa-Metrio, A. Chepstow-Lusty, & M.B. Bush. *Regional-scale agricultural shifts in southern Peru (Cuzco)*. Presented at: Ecological Society of America Annual Meeting 2010. 1-6 Aug, 2010: Pittsburgh, Pennsylvania.

Sublette, N.A., E.M. Torlak, R.A. Tankersley, & M.B. Bush. *Climate detectives: Investigating past climate variability in the classroom with paleoecological laboratory techniques*. Poster presented at : Ecological Society of America Annual Meeting 2008. 2-7 Sep, 2008; Milwaukee, Wisconsin.



17 AOU 15 #08:54

VOLUNTEER BOARD AND COMMITTEE APPLICATION

This application form is a public record under Chapter 119, Florida Statutes, and is open to public inspection. In accordance with FS 119.07 Exemptions, individuals employed or retired from certain professions relating to law enforcement may request that their physical address and phone number remain confidential. Unless requested, that information will be available and not redacted.

Per Section 2-170, all Board and Committee members must be City residents unless otherwise specified in the enacting ordinance or resolution. Board and Committee terms are three years unless otherwise specified in the enacting ordinance or resolution. You may reapply for succeeding terms upon term expiration.

Name: Charles S.J. Stadelman J.R.

Address: 146 Mabry St City: Sebastian State: FL

Zip: 32958 Telephone: (772) 584-5522

E-Mail Address: Stadelman@hellsouth.net

Employer: Breathe Klean Air - Ac contractor *Special Needs Home, LLC*

City: Sebastian State: FL Zip: 32958

Business Telephone: (772) 584-5499
453-7032

I am interested in serving on the following board(s)/committee(s):

1st Choice: Disabilities Adv. Com. 2nd Choice: Charter Review Com.

CHARTER REVIEW COMMITTEE (*serves only six months, every five years - next meeting in 2016*)

CITIZENS BUDGET REVIEW ADVISORY BOARD (*temporary*)

CONSTRUCTION BOARD* (*permanent*)

DISABILITIES ADVISORY COMMITTEE (*temporary*)

NATURAL RESOURCES BOARD (*permanent*)

PLANNING AND ZONING COMMISSION* ** (*permanent*)

POLICE RETIREMENT BOARD OF TRUSTEES*

PARKS AND RECREATION ADVISORY COMMITTEE (*permanent*)

VETERANS' ADVISORY BOARD (*temporary*)

3) Citizens Budget Rev Board

4) Concerned citizen Alt.

5) Natural Resources Board *

b) Citizens Budget Review Board

*Filing of financial disclosure is required following appointment

**Must be resident one year prior to application.

Or Next Available please.

Thank you.

Please summarize special skills, qualifications, or education you have acquired for this appointment:
(Your resume, professional certifications or designations may be attached.)

N/A
Citizen of Sebastian, Indian River, State of FL, United States

Why do you want to serve on this board?

To better serve my community

Do you presently serve on another City Board or Committee? no yes

If yes, please list: N/A

Have you previously served on any other City Board or Committee? no

If yes, please list: N/A

I will represent the best interests of the entire City while serving as a board member. I hereby waive and release any and all rights for claims for damages and injuries I may suffer while performing or after performing volunteer services for the City of Sebastian. I give permission for the City of Sebastian to use my photograph for publicity purposes (unless requesting exemption).

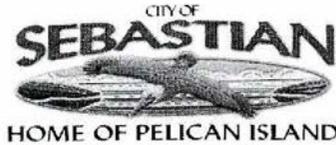
If required for this board, I consent to the annual filing of the Statement of Financial Interests.
<http://www.ethics.state.fl.us/ethics/forms.html>

If appointed, I acknowledge that it is my obligation and duty to comply with the following: Code of Ethics for Public Officials (Florida Statutes, Chapter 112, Part III) and Florida Sunshine Law (Florida Statutes, Chapter 286) Statutes may be reviewed at <http://www.flsenate.gov/statutes>

I understand I must contact the City Clerk's office to request reappointment prior to expiration or to be considered for another board. I hereby certify that all the statements made on this application are true and correct. I understand that any false statements or omissions from this application may be cause for my application not to be considered.

Signature of Applicant: [Handwritten Signature] Date: Aug. 15, 2017

Date Received by City Clerk's Office 8-15-17 by: J Williams



VOLUNTEER BOARD AND COMMITTEE APPLICATION

This application form is a public record under Chapter 119, Florida Statutes, and is open to public inspection. In accordance with FS 119.07 *Exemptions*, individuals employed or retired from certain professions relating to law enforcement may request that their physical address and phone number remain confidential. Unless requested, that information will be available and not redacted.

Per Section 2-170, all Board and Committee members must be City residents unless otherwise specified in the enacting ordinance or resolution. Board and Committee terms are three years unless otherwise specified in the enacting ordinance or resolution. You may reapply for succeeding terms upon term expiration.

Name: Thomas Carrano

Address: 1558 Esterbrook Lane City: Sebastian State: FL

Zip: 32958 Telephone: (631) 561-5891

E-Mail Address: Carrano.T1956@gmail.com

Employer: Retired

City: _____ State: _____ Zip: _____

Business Telephone: (____) _____ - _____

I am interested in serving on the following board(s)/committee(s):

1st Choice: Natural Resources 2nd Choice: Planning + Zoning Commission

CHARTER REVIEW COMMITTEE (*serves only six months, every five years – next meeting in 2021*)

CITIZENS BUDGET REVIEW ADVISORY BOARD

CONSTRUCTION BOARD* (*permanent*)

DISABILITIES ADVISORY COMMITTEE (*temporary*)

NATURAL RESOURCES BOARD (*permanent*)

PLANNING AND ZONING COMMISSION* ** (*permanent*)

POLICE RETIREMENT BOARD OF TRUSTEES*

PARKS AND RECREATION ADVISORY COMMITTEE (*permanent*)

SEBASTIAN YOUTH ADVISORY COUNCIL (*temporary*)

VETERANS' ADVISORY BOARD (*temporary*)

*Filing of financial disclosure is required following appointment

**Must be resident one year prior to application.

Please summarize special skills, qualifications, or education you have acquired for this appointment:
(Your resume, professional certifications or designations may be attached.)

See Attached Resume

Why do you want to serve on this board?

I have 31 years experience in environmental protection. I believe my skill set could be a positive influence on this board.

Do you presently serve on another City Board or Committee? NO

If yes, please list: _____

Have you previously served on any other City Board or Committee? NO

If yes, please list: _____

I will represent the best interests of the entire City while serving as a board member. I hereby waive and release any and all rights for claims for damages and injuries I may suffer while performing or after performing volunteer services for the City of Sebastian. I give permission for the City of Sebastian to use my photograph for publicity purposes (unless requesting exemption).

If required for this board, I consent to the annual filing of the Statement of Financial Interests.

<http://www.ethics.state.fl.us/ethics/forms.html>

If appointed, I acknowledge that it is my obligation and duty to comply with the following: Code of Ethics for Public Officials (Florida Statutes, Chapter 112, Part III) and Florida Sunshine Law (Florida Statutes, Chapter 286) Statutes may be reviewed at <http://www.flsenate.gov/statutes>

I understand I must contact the City Clerk's office to request reappointment prior to expiration or to be considered for another board. I hereby certify that all the statements made on this application are true and correct. I understand that any false statements or omissions from this application may be cause for my application not to be considered.

Signature of Applicant: [Signature] Date: 11/5/2019

Date Received by City Clerk's Office 11-6-19 by: J Williams

Thomas Carrano

1558 Esterbrook Lane
Sebastian, FL 32958
(631) 561-5895 (cell)
)

Objective: To secure a position in the field of Planning or Environmental Protection

Work Experience: Town of Brookhaven
Div. Of Environmental Protection
One Independence Hill
Farmingville, NY 11738
June 1987 to June, 2018
June 2018 through October 2018 (Private Consultant)
Title: Assistant Waterways Management Supervisor

Job Duties: Regulatory Duties:
Review applications for multiple types of development that occur within the regulatory jurisdiction of a wetland or waterway. Identify and through regulatory authority mitigate those impacts identified as part of the review. Prepare the necessary State documents under SEQRA. Prepare a Statement of Findings to support approval or denial of the application.

Review applications for multiple types of development that occur within the regulatory jurisdiction of the Coastal Erosion Hazard Area. Review proposed projects along the oceanfront of Fire Island, an area decimated by Hurricane Sandy, and the bluffs adjacent to Long Island Sound, both areas of high energy coastal waves. Approve or deny applications based upon their impacts to the natural features found in these areas. Prepare the necessary State documents under SEQRA. Prepare a Statement of Findings to support approval or denial of these applications.

Compose code changes to the Town Code that are controlled by the Division of Environmental Protection. Chapter 81 (Wetlands and Waterways) was first vided in 1993 and once again in 2011, adopting a living shoreline policy among other changes. The Coastal Erosion Hazard Area was rewritten in 2011. Bays and Harbor Bottoms was written in 1998. Amendments were also prepared for the Town's Shellfish Management regulations (Chapter 57) to allow leasing of underwater lands to private entities to grow shellfish.

Budgetary Duties:

Prepare budgets for the Division of Environmental Protection. The Division of Environmental Protection has discretionary spending in excess of \$100,000.00 and capital spending, that in 2017 exceeded \$15,000,000.00. Capital projects include the restoration of the Mount Sinai Jetty, the Dredging of Lilly Lake, the construction of a ferry terminal at Fire Island Pines, and the construction of the ferry dock and public dock at Cherry Grove.

Manage the Town's five Beach Erosion Control Districts and their budgets and spending, the Town's two Fire Island Dock Districts and the Town's Park District in Ocean Bay Park.

Grants:

Apply for grants from Federal, State and County agencies. Secure the necessary matching funding from the Town as needed. Carry out all work and prepare final documentation for each grant. In 2017 I wrote and received a grant for \$275,000 to upgrade the Town's pump-out stations in three locations. I also completed a grant for \$400,000.00 to expand the Town's shellfish grow-out facility (this grant was approved and funded by NY State). In the past ten years I have secured and/or completed over \$1,000,000.00 in Federal and State grants.

Shellfish Management:

I was responsible for the Town's grow-out facility that grew out juvenile shellfish and then seeded on Town-owned underwater lands commercially valuable shellfish such as scallops, oysters, clams, and soft-shelled clams. I designed the facility that is currently being used and in my tenure with the Town increase production from 100,000 animals to over three million animals per year using a land-based upweller system, floating and stationary intertidal cages, and most recently, a FLUPSY.

Community Outreach:

I have managed the Town of Brookhaven's educational programs at its Stewardship Center at Cedar Beach for over 25 years. In the past three years the Center was upgraded with grant money adding touch-screen interactive monitors and several living displays to the building. I have trained the Town's Environmental Educators. I have also appeared with the elected officials in television programs advocating for visitors to attend our educational programs. When asked, I have also appeared in local news programming regarding various environmental issues within the Town and have been quoted in the local papers regarding environmental issues.

The Town has partnered with four not-for profit environmental groups. These groups grow shellfish provided by the Town to improve water quality in their prospective areas and also provide the Town with volunteers for beach clean-ups, shellfish grow out programs and eel grass restoration projects.

**Other
Experience:**

Suffolk Community College
533 College Road
Selden, NY 11784
631-451-4207
September 1991 to May 2018
Title: Adjunct Assistant Professor of Biology
Job Duties: Teaching of BY 101, Biology for non-science majors and BY 44, Microbiology

IRS

1040 Waverly Avenue

Holtsville, NY 11742

March 1991 to June 2009

Title: Customer Service Representative

Job Duties: Assist tax payers with problems concerning the current tax status, refunds and the answering of general tax questions.

Education:

Jacksonville University

Jacksonville, Florida

B.A. Biology

L.I. University

C.W.Post Campus

MS Medical Microbiology

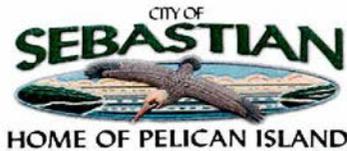
Other

Skills:

Erosion Control Inspection

Septic System Inspection

Boat Operator



VOLUNTEER BOARD AND COMMITTEE APPLICATION

This application form is a public record under Chapter 119, Florida Statutes, and is open to public inspection. In accordance with FS 119.07 *Exemptions*, individuals employed or retired from certain professions relating to law enforcement may request that their physical address and phone number remain confidential. Unless requested, that information will be available and not redacted.

Per Section 2-170, all Board and Committee members must be City residents unless otherwise specified in the enacting ordinance or resolution. Board and Committee terms are three years unless otherwise specified in the enacting ordinance or resolution. You may reapply for succeeding terms upon term expiration.

Name: Marcus Bradley

Address: 202 Zane Ave City: Sebastian State: FL

Zip: 32958 Telephone: (772) 713 - 5448

E-Mail Address: bradley.marcus.j@gmail.com

Employer: CMS/Nextech

City: Melbourne State: FL Zip: 32904

Business Telephone: (_____) _____ - _____

I am interested in serving on the following board(s)/committee(s):

1st Choice: Natural Resources Board 2nd Choice: _____

CHARTER REVIEW COMMITTEE (*serves only six months, every five years – next meeting in 2021*)

CITIZENS BUDGET REVIEW ADVISORY BOARD

CONSTRUCTION BOARD*

NATURAL RESOURCES BOARD

PLANNING AND ZONING COMMISSION* **

POLICE RETIREMENT BOARD OF TRUSTEES*

PARKS AND RECREATION ADVISORY COMMITTEE

VETERANS' ADVISORY BOARD

**Filing of financial disclosure is required following appointment*

***Must be resident one year prior to application.*

Please summarize special skills, qualifications, or education you have acquired for this appointment:
(Your resume, professional certifications or designations may be attached.)

Although I no longer work in the field, I hold a Bachelor of Science in Marine Biology and am
an avid outdoorsman. I have worked in various fishery related industries and am a published
author in a peer-reviewed scientific journal. I was a Scout in the Scouts, BSA organization from
age 7 through age 18 and I am the Assistant Cubmaster for a local Sebastian Cub Scout Pack.

Resume attached

Why do you want to serve on this board?

I would like to serve on this board to provide a service to my local community. As Sebastian grows, our natural
resources may dwindle and become the target for additional development. I want to ensure that the citizens
both current and future have continued public access to our limited natural resources and that these resources
are maintained and sustained properly for the integrity of the local environment.

Do you presently serve on another City Board or Committee? No

If yes, please list: _____

Have you previously served on any other City Board or Committee? No

If yes, please list: _____

I will represent the best interests of the entire City while serving as a board member. I hereby waive and release any and all rights for claims for damages and injuries I may suffer while performing or after performing volunteer services for the City of Sebastian. I give permission for the City of Sebastian to use my photograph for publicity purposes (unless requesting exemption).

If required for this board, I consent to the annual filing of the Statement of Financial Interests.

<http://www.ethics.state.fl.us/ethics/forms.html>

If appointed, I acknowledge that it is my obligation and duty to comply with the following: Code of Ethics for Public Officials (Florida Statutes, Chapter 112, Part III) and Florida Sunshine Law (Florida Statutes, Chapter 286) Statutes may be reviewed at <http://www.flsenate.gov/statutes>

I understand I must contact the City Clerk's office to request reappointment prior to expiration or to be considered for another board. I hereby certify that all the statements made on this application are true and correct. I understand that any false statements or omissions from this application may be cause for my application not to be considered.

Signature of Applicant:  Date: 7/9/2020

Date Received by City Clerk's Office 7-9-2020 by: J Williams

Marcus J. Bradley

Professional Experience

Database Developer; June 2018 to Present

CMS/Nextech; Melbourne, FL

Responsible for **SQL Server** database high availability administration for 2500+ user database system handling client help requests, scheduling, technician reporting operations, and payroll. Maintain database to ensure full accessibility of all functionality with zero downtime. Provide support and recovery functions in the event of system failure or attack. Develop new reports (**SSRS/SSIS/C#**) and data analysis procedures as requested by corporate management. Optimize existing database jobs and procedures (**SSMS**). Provide data support to system users.

Consultant; September 2005 to Present

Bradley Information Technology Consulting; Vero Beach, FL

Scope of consulting includes data collection and ETL, development of databases, applications, and GIS maps according to clients' requirements. Clients include BinaryBus LTD, Community Champions, ProAquatix, MBV Engineering, City of Vero Beach

Senior Database Administrator; May 2013 to June 2018

Community Champions, Melbourne, FL

Responsible for the **SQL Server** and **MySQL** database design and implementation of nationwide property assessment data in support of vacant and foreclosed property registration required to grow the company into the \$40M + annual revenue entity it is today. Developed automatic data intake system (**SSIS/Python/C#/Talend**) correlating millions of daily records with existing records and creating individual real property foreclosure record hierarchies while minimizing record duplication. This system generated 85% of registration leads in day-to-day operations. Developed geospatial system (**ArcGIS/ArcGIS Server/Python**) to accurately and automatically determine jurisdiction of real properties in foreclosure to determine if an obligation to register said property with government entity exists. Managed business intelligence team (**PowerBI**) as liaison between C-level officers and data analysts providing revenue stream forecasting models and foreclosure trends in the nation.

GIS Specialist; September 2005 to May 2013

City of Vero Beach, Dept. of PW & E, GIS Div.; Vero Beach, FL

Responsible for **SQL Server** and **MS Access** database structure design, spatial data maintenance (**ArcGIS**) and management of internship program. Digitized (**ArcGIS**) City electrical grid from main power plant to meter drops allowing near real-time mapping or power outages during emergency related events. Developed program (**MS Access/ArcGIS**) studying City traffic patterns and traffic crash history to improve traffic flow and emergency/evacuation routes. Created PW&E Work Ticket tracking and billing system (**MS Access**) which allowed FEMA reimbursement report generation in less than 10 minutes from a weeklong process. Developed PW&E time sheet system from a manual non-tracked sheet-based system to a tracked database-centric model (**MS Access/MS Outlook/MS Excel/VBA**) with automatic emailers decreasing the man-hours required in reporting by 80%. Developed automatic database-centric system (**MS Access/VBA**) allowing daily reporting of fuel consumption logs for all City equipment by Department, Division, and User decreasing reporting man-hours by 100%. Trained interns on software and data stores used by City and verified work performed and data accuracy.

Information Technology Manager; February 2001 to September 2005

Dyer Aqua L.L.C.; Sebastian, FL

Responsible for all things IT including purchasing, support, and maintenance. Initially hired as a Research Biologist during the transition from R&D to commercial and grew into the sole IT person for the company generating \$1M in annual sales revenue. From ground-up, developed the live animal inventory system (**MS Access/VBA**) tracking spawning success rates through grow-out and marketable product. Developed cloud based (**MS Access/RDP**) in-house sales tracking system with customer facing ordering system integrated with inventory tracking system. Developed biological assessment reports and sales forecasting models (**MS Access/MS Excel**). Provide help desk support for all employees from the CEO to order pullers.

Professional Organizations and Certifications

Wood Badge Advanced Leadership Training, Scouts, BSA; August 2019
OutSystems Associate Developer Certification; December 2013
FLURISA Treasure Coast Regional Director; October 2011 – May 2013
Treasure Coast GIS User Group Steering Committee Member; August 2011 – May 2013
GIS Professional (GISP, Certification Number: 1290), GIS Certificate Institute; July 2011-July 2019
South Florida GIS Expo Committee Member; September 2010

Technology Experience

ArcGIS 8.x, 9.x, 10.x, ArcGIS Server 9.x, 10.x, ArcObjects, Python, MapInfo, MS SQL Server TSQL, SSIS, SSRS, PowerBI, Talend Open Studio, MySQL, OutSystems Agile, MS Access, VBA, VB .NET, Oracle 9i PL/SQL, DOS, Microsoft Windows, LINUX, Microsoft Office Suites, Html, Java, C++, Visual C++, C#, SPSS, SigmaScan, Adobe Photoshop, Adobe Acrobat, video capture and digital imaging, hardware installation, troubleshooting, and repair.

Education and Internships

Associate of Science in Computer Programming and Analysis; May 2005

Associate of Science in Computer Information Technology – GIS Option; August 2005

Eastern Florida State College (formerly Brevard Community College)

Internship: Geographic Information Systems Internship for the City of Vero Beach, PW & E Dept., GIS Div.; April 2005 to July 2005 (0.3y)

Created thematic maps of the city. Digitized vector data from aerial imagery. Created city electrical grid geodatabase. Assessed and redesigned city cemetery database. Created custom VBA scripts for ArcGIS.

Bachelor of Science in Marine Biology; May 1997

The University of North Carolina at Wilmington

ΦΣΠ, National Honors Fraternity

Internships: Data analysis of North Carolina mid-shelf macroalgae communities for the National Undersea Research Center; January 1997 to May 1997 (0.25y)

Recorded raw field data. Graphically analyzed algae/thermal datasets to determine correlations.

Examination of the pre-molt cuticle of the Sand Fiddler Crab, *Uca pugilator*, *in vitro* for the University of North Carolina at Wilmington; August 1996-May 1997 (0.75y)

Development of culture media and subsequent culture of integument samples. Maintained chemical stock solutions. Performed histological analysis of fixed integument samples.

Volunteer Experience

Indian River District Advancement Chairperson; August 2019 to February 2020

Scouts BSA, Gulf Stream Council

Volunteer Role with Indian River District of Scouts, BSA. Responsible for maintaining advancement standards and records in the District as part of Scouts, BSA. Maintain lists of available Eagle Scout projects, merit badge counselors. Ensure Scout advancement in each of the District's units.

Assistant Cubmaster, Sebastian Pack 589; December 2014 to Present

Scouts BSA, Gulf Stream Council

Volunteer Role beginning as Assistant Den Leader with local Cub Scout pack providing outdoor education and character development to Indian River County youths. Support the Cubmaster and Committee Chairperson with the day-to-day operations of the Pack to ensure integrity in accordance of National Scouts, BSA guidelines. Provide an educational environment and mentoring for youths so they may become the leaders of tomorrow.



July 8, 20, 2020

Contact: Jeanette Williams
388-8215

PRESS RELEASE

NATURAL RESOURCES BOARD VACANCIES

The City of Sebastian is seeking applicants to fill the following expired positions on the Natural Resources Board. The terms will expire July 2023:

Three (3) Regular Member Positions
One (1) Alternate Member Position

This board holds the City's annual Earth Day event and advises City Council on environmental issues with a three-pronged focus on preservation, regulatory programs and asset management. The Board meets on the first Tuesday of each month at 6:00 p.m. in the Council Chambers, 1225 Main Street, Sebastian.

These are volunteer positions and applicants must be City residents. If Council fills a regular member position with an alternate member, Council reserves the right to fill the alternate position with the remaining applicants.

Applications are available in the City Clerk's office, City Hall, 1225 Main Street, Sebastian, between the hours of 8:00 am and 4:30 pm or at www.cityofsebastian.org and will be accepted until July 22, 2020.

###

NATURAL RESOURCES BOARD

Nicole Mosblech 873 Gilbert Street Sebastian, FL 32958 Nikki.mosblech@gmail.com (484) 269-7017	Apptd reg member 5/24/17	Term expires 7/1/2020
Jessica Lovell 419 Joy Haven Drive Sebastian, FL 32958 Jnlovell00@hotmail.com (276) 732-9023	Apptd reg 11/20/10 Apptd alt 10/9/19	Term expires 7/1/2022
Kathy Brothers 569 Ray Street Sebastian, FL 32958 kathybrothers@me.com (615) 438-3632	Apptd 8/28/19	Term expires 7/1/2021
Ruth Callaghan 202 Barbossa Drive Sebastian, FL 32958 Rforman32@gmail.com (610) 304-9973	Apptd reg member 1/23/19	Term expires 7/1/2022
Donna Ware 781 Tuxedo Terrace Sebastian, FL 32958 djwares@gmail.com (757) 999-0331	Apptd 4/10/19	Term expires 7/1/2022
Brian O'Neill 790 Beard Avenue Sebastian, FL 32958 sdbfo@yahoo.com (310) 403-1675	Apptd 9/13/17	Term expires 7/1/2020
Charles Stadelman 146 Mabry Street Sebastian, FL 32958 stadelman@bellsouth.net (772) 584-5522	Apptd 9/13/17	Term expires 7/1/2020
Patrick Powers – Alternate 252 Barbosa Drive Sebastian, FL 32958 pmpowers@att.net (828) 200-9826	Apptd 5/27/2020	Term expires 7/1/2022
Thomas Carrano – Alternate 1558 Esterbrook Lane Sebastian, FL 32958 Carrano.T1956@gmail.com (631) 561-5891	Appt 11/20/19	Term expires 7/1/2020

Revised 5.28.2020

4 regular members are needed to make a quorum. In the event a regular member cannot make the meeting, an alternate steps in.



2021 Budget and Capital Program

Presentation on Draft 2021 Budget ~~And Recommendation on Proposed Millage~~

Prepared By:

Ken Killgore

Administrative Services Director/CFO



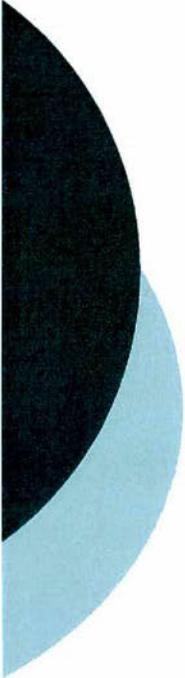
2021 Budget and Capital Program

- Changes to General Fund Budgets.
- Changes to General Fund Revenues.
- Enterprise and Other Funds.
- Other Considerations and Proposed Millage Recommendation.



General Fund Personnel Additions/Deletions

- No Full-time Additions
- No Full-time Deletions
- No Part-time Additions
- Part-time Deletions:
 - Leisure Services - Asst. Recreation Supervisor
 - Leisure Services – Maintenance Worker I



Draft FY2021 General Fund Budget Versus Current FY2020 Budget

\$ (11,060)	Personnel Costs
(161,429)	Operating Expenses
(125,228)	Capital Spending
<u>(4,691)</u>	Transfers to Other Funds
\$ (302,408)	Decrease in Budget



Personnel Down \$11,060

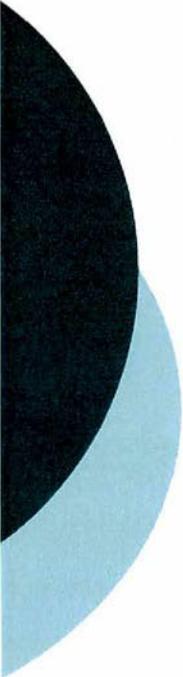
- Zero Provided for Pay Increases.
- Health Insurance Premiums Down 3%.
- No Increase in Full-Time Employees.
- Decrease of 2 Part-time Employees.
- \$37,600 Provided for Retirement Payout.
- \$51,632 Provided for Added Responsibilities.
- Zero Funding for Holiday Bonus or Incentives.



What's Included? – Revenue Assumptions

**Revenue
Sharing Up
Significantly.**

- Franchise Fees and Utility Taxes Looking to be Equal to 2019 This Year. Assuming Collections Improve and 4.5% More is Received for 2021.
- State Revenues - ~~½ Cent is 35% Less than Same Month in Prior Year (April)~~. Assuming This Improves and 4.5% More Received for 2021.
- Assumed \$50K Reimbursement for COVID-19.
- 33% Property Tax, 11% Franchise Fees, 18% Utility Taxes and 18% State Revenues Equal 80% of Total Revenues.



Enterprise Funds: Golf Course

- Assuming 4.5% More Revenue than 2020.
- \$30,000 for Restaurant Lease.
- \$106,135 for Airport Rent.
- Paying \$38,366 Principal and Interest on \$700,000 Building Fund Loan.
- Paying \$35,000 Toward General Fund Loans.
- Forecasting Long-term Reduction in Deficit.



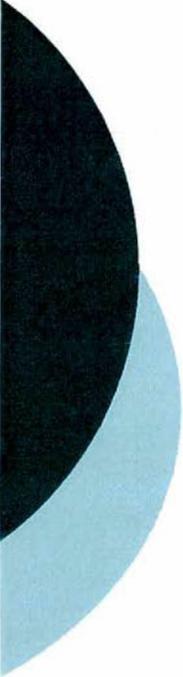
Enterprise Funds: Airport

- Added Revenue from Property Rentals.
- Covering Personnel and Operational Cost.
- Paying off \$150,000 General Fund Loan.
- Paying Scheduled Amortization of Loans from Discretionary Sales Taxes.
- DST Funds for Matching Requirements on Grants for a Taxi Lane and to Establish Sewer Service on West Side of Airport.



Enterprise Funds: Building

- Budgeting Minor Decrease in Revenues.
- Adding Administrative Assistant.
- Covering Personnel and Operational Cost.
- Making Improvements to Front Counter.
- Expecting \$38,368 for Principal and Interest on Golf Course Loan.



Special Revenue and Other Funds: Special Revenue Funds

○ Local Option Gas Tax:

**Now Looking
More Normal**

- ~~31% Less than Same Month Prior Year (March).~~
Assuming Collections Improve and Equal 2020.
- \$400,000 Allocated for Road Resurfacing.
- \$100,000 Allocated for Sidewalks.
- \$81,000 Allocated for Roadway Signs.
- \$176,000 Allocated for Equipment.
- \$243,340 for Payment on Notes. (\$591,000 Outstanding at 9/30/2020. Matures in 2022.

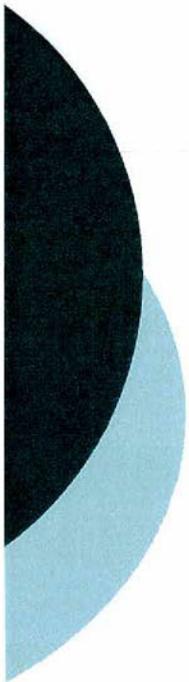


Special Revenue and Other Funds: Special Revenue Funds

○ Discretionary Sales Tax:

**Collections Down But
Should Meet Estimates**

- ~~37% Less in April vs. Same Month Prior Year.~~
Assuming Collections Better & Up 4.5% 2021.
- Allocations to MIS and Police Vehicles.
- \$500,000 for Road Reconstruction Work.
- Harrison St. Plaza/Design of N. Central Plaza.
- Tree Protection Plan.
- Canal Restoration.
- Slip Lining
- Economic Development Hangar.
- May Defer Projects If Collections Not Adequate.



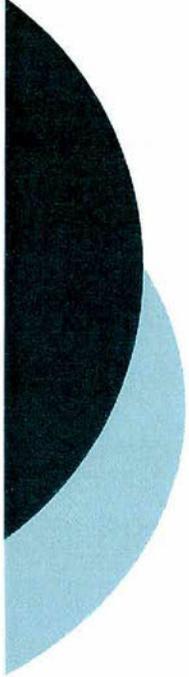
Special Revenue and Other Funds: Special Revenue Funds

- Riverfront CRA Fund:
 - 4% Increase in Taxable Values.
 - Landscaping/Parking Improvements and Repairs at Working Waterfront.
 - Special Events and Sign Grants.
 - Expecting No New Sewer Connection Grant Funds Needed for 2021.
 - Allocation of CRA Manager Cost.
 - ½ of Landscaping Contract.



Special Revenue and Other Funds: Special Revenue Funds

- Recreation Impact Fee Fund:
 - Fully Allocating the Available Collections.
 - Unspecified Improvements (\$5K per Zone).
 - Additional Park Signage.
 - Completing Barber Street Bleachers.
 - Playground Improvements (Including All Inclusive Features).
 - Future Projects Dependent on Collections.



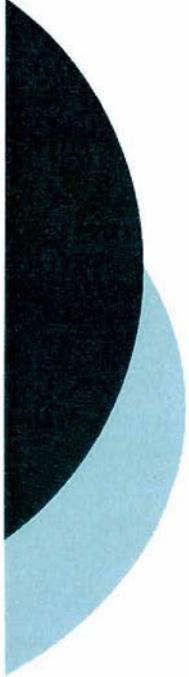
Special Revenue and Other Funds: Special Revenue Funds

- Stormwater Utility Fund:
 - Fees Covering Ongoing Personnel and Operational Cost.
 - Includes Equipment Replacements.
 - \$100,000 Allocated for Roadway Swales and Culverts Work.
 - ½ of Landscaping Contract.
 - \$200,000 Allocated for Developing an Updated Stormwater Master Plan.



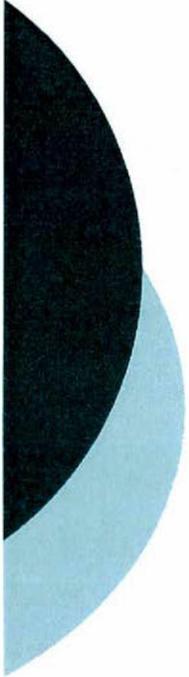
Special Revenue and Other Funds: Special Revenue Funds

- Law Enforcement Forfeiture Fund:
 - Used Only for Unbudgeted Items.
 - Specific Items Need City Council Approval.
 - Current Balance is \$32,700.
- Parking In Lieu Of Fund:
 - Expecting \$57,835 Year End 2020 Balance.
 - \$3,000 in 2021 on Crab Stop Agreement.



Special Revenue and Other Funds: Special Revenue/Trust Funds

- Cemetery Trust Fund:
 - ½ of Sales Expendable on Expansions or Cost Incidental to Adding Future Sites.
 - Funding Columbarium Niches.
 - ½ of Sales on Operations and Maintenance.
 - Allocation for Equipment, Driveway Resurfacing and Grounds Improvements.
 - Transferring \$85K to General Fund, Then \$90K in Future Years.



Special Revenue and Other Funds: Debt Service Funds

- Stormwater Utility Debt Service:
 - Includes Required Bank Note Payments Which are Paid by Discretionary Sales Tax.
 - \$782,000 Outstanding as of 9/30/20.
 - Final Maturity on 5/01/22.



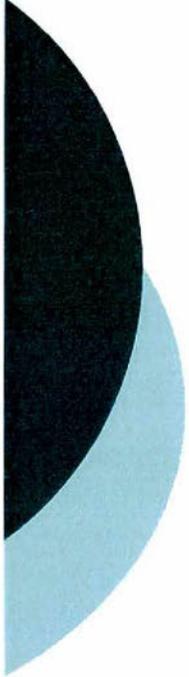
Capital Improvement Program

- \$27.6 Million Over 6 Years. \$5.8 Million Next Fiscal Year. \$23.2 Million Last Year.
- Largest Items for Next Fiscal Year:
 - \$900,000 Street Repaving/Reconstruction.
 - \$200,000 Stormwater Master Plan.
 - \$500,000 Canal Restoration.
 - \$569,264 New Taxi Way at Airport.
 - \$1,000,000 Sewer Services at Airport.



Property Values and Millage: Certified Taxable Values

- Rolled-Back Millage is 2.8091. Budget Assumes Same 2.9399 as This Year, A 4.66% Increase.
- Total Certified Taxable Property Values Increased \$99,290,047 or 7.18% Above 2020.
 - Additions Account for \$33,685,698 or 2.44% of the Increase.
 - Reassessments Account for \$65,604,349 or 4.74% of the Increase.
- Last Year's Millage of 3.1514 Would Increase Revenues by \$300,917 Over the 2.9399 Millage Currently Assumed in 2021 Budget Draft.



Property Values and Millage: Taxable Value Additions

Dollar Value of Tax Roll Additions:

2020	33,685,698	2016	25,763,700
2019	23,351,814	2015	25,492,245
2018	15,998,366	2014	19,914,805
2017	35,951,704	2013	9,435,090

Tax Roll Additions Yield \$95,071 of Added Revenue for 2021 at the 2.9399 Millage).

Property Values and Millage: 3.1514 Mills Versus 2.9399

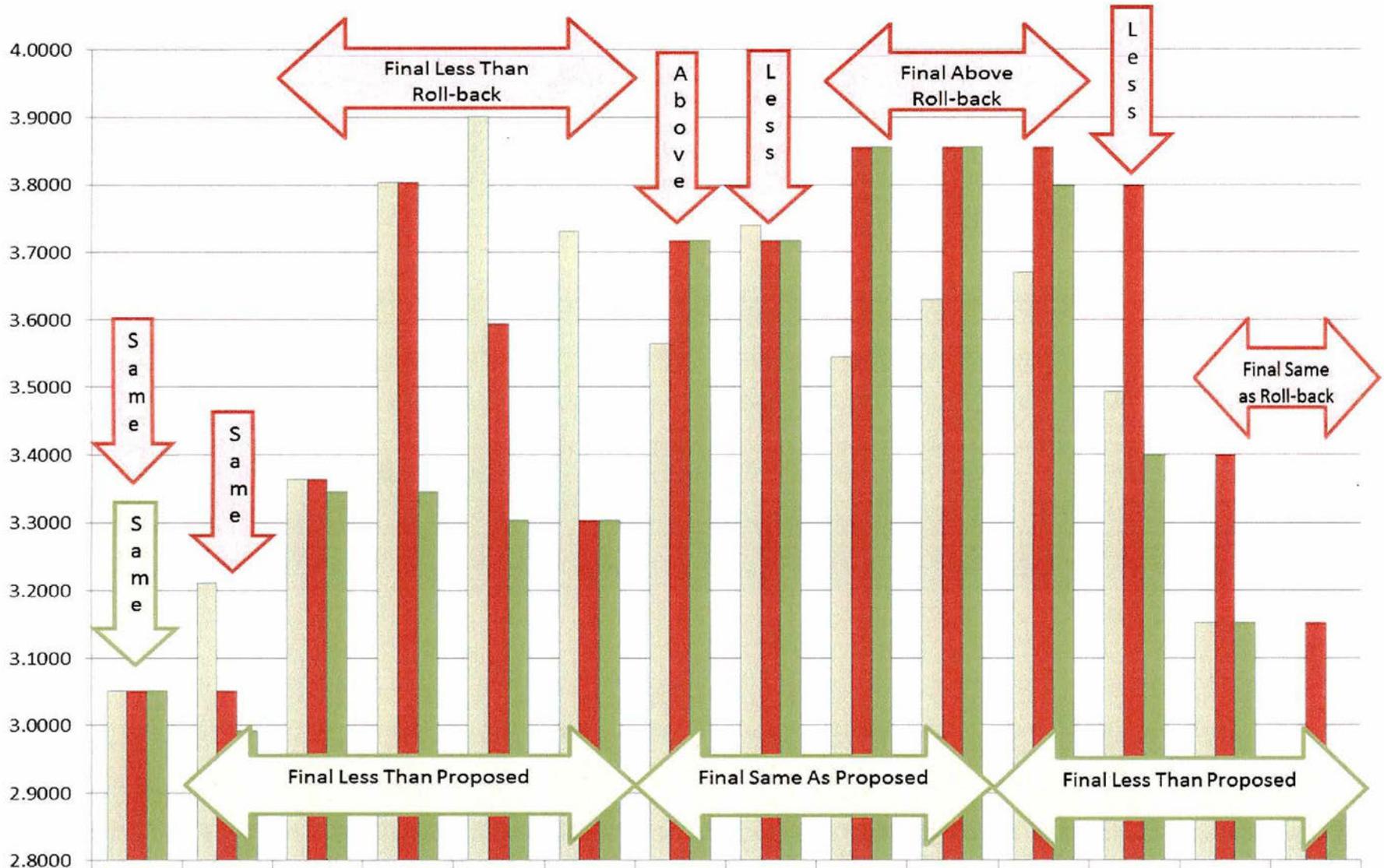
**Green = Changed
Taxes at 2.9399**

1. 0322% On Homestead:

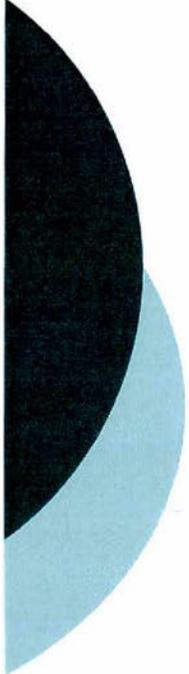
10% On Others:

	<u>2.9399</u>	<u>3.1514</u>	<u>2.9399</u>	<u>3.1514</u>
ASSESSED VALUES	\$200,000	\$202,064	\$200,000	\$220,000
TAXABLE VALUES	\$150,000	\$152,064	\$200,000	\$220,000
TAXES <u>\$6 and \$59</u>	\$441	\$479	\$588	\$693
CHANGE (8.6% - 17.9%)		\$38		\$105
.....				
ASSESSED VALUES	\$250,000	\$252,581	\$250,000	\$275,000
TAXABLE VALUES	\$200,000	\$202,581	\$250,000	\$275,000
TAXES <u>\$8 and \$73</u>	\$588	\$638	\$735	\$867
CHANGE (8.5% - 18.0%)		\$50		\$132
.....				
ASSESSED VALUES	\$300,000	\$303,097	\$300,000	\$330,000
TAXABLE VALUES	\$250,000	\$253,097	\$300,000	\$330,000
TAXES <u>\$9 and \$88</u>	\$735	\$798	\$882	\$1,040
CHANGE (8.6% - 17.9%)		\$63		\$158

City of Sebastian Yearly Millage Setting

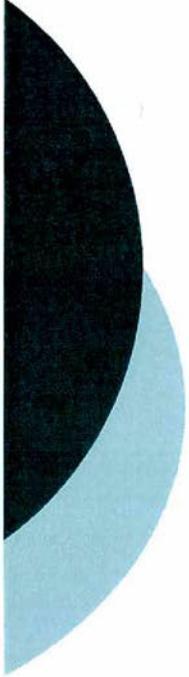


	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
■ Rolled- Back	3.0519	3.2121	3.3646	3.8038	3.9019	3.7311	3.5646	3.7398	3.5446	3.6290	3.6700	3.4939	3.1514	2.9399
■ Proposed	3.0519	3.0519	3.3646	3.8038	3.5940	3.3041	3.7166	3.7166	3.8556	3.8556	3.8556	3.8000	3.4000	3.1514
■ Final	3.0519	2.9917	3.3456	3.3456	3.3041	3.3041	3.7166	3.7166	3.8556	3.8556	3.8000	3.4000	3.1514	2.9399



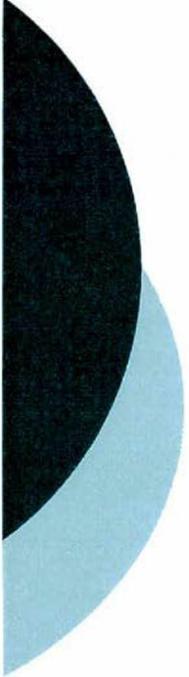
Other Considerations

- Labor Agreements Negotiations.
- Hurricane Season.
- Legal Settlements.
- Additional Experience of Virus Effect Revenues – Might Adjust Revenue Estimates.
- Assumed Better Revenues by October 2020.
- Balanced by Optimistic Revenue Estimates, Cutting Pay Increases, Cutting Operating Accounts and Funding Capital Items with Other Funds or Deferring Them to Next Year.



Options on Millage

- Levy Rolled-Back Millage of 2.8091 – 0%:
 - Requires \$186,240 of Expense Cuts - No Pay Increases and Reduction in Level of Service.
 - Balance Budget by Using Reserves.
- Levy Same 2020 Millage of 2.9399 – 4.7%:
 - Draft Budget is Balanced With No Reserves.
 - No Provision for Pay Increases.
- Levy Same 2019 Millage of 3.1514 – 12.2%:
 - Allows \$300,917 Contingency for Less Revenues.
 - Room for Labor Negotiations/Pay Increases.
 - Some Cushion for Legal Fees/Settlements.



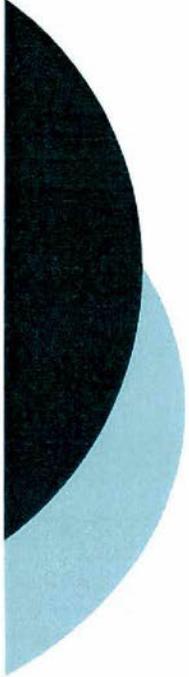
Options on Pay Increases

- 2.0% - \$145,471 Added to General Fund:
 - Requires \$145,471 of Expense Cuts and Reduction in Level of Service.
 - Or Balance Budget by Using Reserves.
- 2.5% - \$183,307 Added to General Fund:
 - Requires \$183,307 of Expenditure Cuts and Reduction in Level of Service.
 - Or Balance Budget by Using Reserves.
- 3.0% - \$215,024 Added to General Fund:
 - Requires \$215,024 of Expenditure Cuts and Reduction in Level of Service.
 - Or Balance Budget by Using Reserves.



Concerns Regarding Proposed Millage

- Budget Balanced at 2.9399 – 4.66% Tax Increase But There Are Concerns:
 - Projected Revenues May Be Optimistic.
 - No Room For Labor Negotiations.
 - No Allowance For Legal Actions.
 - Further Cuts May Reduce Levels of Service.
- Only Option Will Be Using Reserves:
 - Now Close to \$5 Million Level.
 - Could View Virus in Same Light as Hurricanes.
 - But...With Hurricanes, FEMA Replaces Reserves.
 - Must Avoid Use of Reserves for Recurring Cost.



Recommendation on Proposed Millage

- ~~Recommend~~ Proposed Millage ~~Be~~ Approved at 3.1514 (2019 Rate).
- ~~Will be~~ Advertised as a 12.19% Tax Increase.
- May Still Need Expenditure Cuts or Need to Use Some Reserves. At Least Offers Some Ability to Cover Uncertainties Between Now and the Public Hearings Held in September.
- Budget Balanced at 2.9399 Millage. Labor Negotiations and Revenue Projections **May** Require the Higher 3.1514.
- No Votes Needed on Budget Until 9/14/2020.

Ms. Bosworth stated that was included in this agenda in case at last week's meeting all the elements on the agenda were not addressed. Since all those elements were addressed at that time, there is no unfinished business tonight.

8. Public Input -- None

9. New Business

A. **Accessory Structure Review** -- LDC Section 54-2-7.5 -- 402 Quarry Lane -- 999 SF Detached Garage (27' X 37') -- Thomas Klooz

Mr. Reyes asked the applicant to present his case. Mr. Thomas Klooz, Sebastian, stated the purpose of this accessory structure is to garage a boat and a truck. He also wants to put some trees in. Mr. Reyes asked the City staff to present their findings.

Mr. Robert Loring stated that the accessory structure as proposed meets all the requirements of the Code. Some additional items for the Commissioners' consideration would be that the applicant will need to amend the building permit to reflect a metal roof to match the roof on the existing home. The garage shall be painted to match the existing home. The applicant shall keep and maintain a minimum of 15 trees on the property. Perimeter landscaping will be needed around the proposed garage. A \$100.00 review fee for the accessory structure will be required prior to issuance of a building permit. Mr. Loring called for questions or comments from the Commissioners.

Mr. Qizilbash is concerned that the height of the accessory structure will be higher than the height of the house. He asked how the measurements were arrived at. Mr. Loring explained that staff verified that the height of the proposed structure will be lower than the height of the house.

Mr. Hughan stated that, according to the plan there should be 15 trees. He only counts 10 by looking at the red markings on the plan. Mr. Loring stated there are 15 trees shown on the plan, including the trees shown at the bottom of the plan. Mr. Hughan had no more questions.

Mr. Simmons asked if there is anything inside the building. Mr. Klooz stated it is just a shell.

Mr. Reyes stated there is still a question about the height of the proposed structure as it relates to the height of the existing home. Mr. Anon suggested asking the applicant regarding that matter. Mr. Klooz said he thinks the garage height will be approximately a foot lower than the house height. Mr. Reyes called for a motion. Mr. Qizilbash stated he is still concerned about the height of the two structures. Mr. Anon called for a point of order, in that Mr. Reyes had called for a motion, and so discussion is over unless Mr.

Reyes wants to withdraw his request for a motion and allow more discussion. Mr. Reyes withdrew his request for a motion and asked Ms. Bosworth to speak on this question. Ms. Bosworth reviewed that there have been scenarios in the past where, because of the grade difference on the second lot, there has been a little wiggle room. She stated staff will verify the height of the house. If the house is 17 feet, because of the grade elevation between the house and the proposed structure, the visual will be that the house and the structure will be the same, and staff has approved those structures in the past. She suggested that a motion can be made with the caveat that the height of the house is not higher than 17 feet.

Mr. Reyes called for input from the public either for or against this project. Hearing none, Mr. Reyes called for a motion.

A motion to approve the accessory structure at 402 Quarry Lane subject to the four elements indicated as staff recommendations with verification that the actual height of the house from the concrete pad is not greater than 17 feet or meets the code was made by Ms. Kautenburg and seconded by Mr. Qizilbash.

Roll Call:

Mr. Hughan -- Yes

Mr. Qizilbash -- Yes

Ms. Kautenburg (a) -- Yes

Mr. Simmons -- Yes

Mr. Alvarez -- Yes

Mr. Reyes -- Yes

Vote is 6-0 in favor. Motion passes.

- B. Recommendation to City Council -- **Review of Capital Improvement Program (CIP) and Capital Outlay Items Greater than \$50,000.00 -- 6-year Schedule FY 2020-2021 through 2025-2026**

Mr. Reyes called upon City staff for their recommendation.

Mr. Killgore made a PowerPoint presentation (SEE ATTACHED) setting forth the Capital Improvement Program (CIP) for the fiscal years 2021 to 2026. This CIP proposal will go before City Council on August 26th. The public hearings will be on September 14th and September 23rd. This proposal has been reviewed by the Budget Advisory Committee, who had no items of particular comment. Staff develops this based on what they know the City can afford and what are projected to be the operational needs of the City. He outlined and explained the major expenditures. Mr. Killgore called for questions or comments from the Commission, after which he is requesting this Commission to approve the proposed Capital Improvement Program as is or with any recommendations they may make, after which it will be presented to City Council.

Mr. Hughan:

- Inquired regarding the audio/visual equipment where it states \$75,000.00 for the fiscal year 2020-2021. He questioned whether the City is going to buy the equipment or subscribe to the service based on \$130.00 per hour. Ms. Brooke-Reese answered that the City is purchasing the equipment outright.
- Mr. Hughan asked what the graphic wrap is that goes around the police vehicles. Mr. Killgore explained that is for the community-oriented policing. That is a special insignia explaining what that particular vehicle is.
- Under the Leisure Services Department there is an entry to replace a vehicle for \$16,000.00 and an entry to replace a mower for \$13,000.00. He is wondering why a mower would cost so much. Mr. Killgore said these are the large mowers that are used at the parks for large-scale mowing. The vehicle is actually a utility cart somewhat like a golf cart.
- There are items for restoring the canal sides and bottom and another entry for seawalls. He questioned whether those canals belong to the Water Management District. Mr. Killgore stated they are the City's responsibility.

Mr. Simmons:

- Asked what the definition of operating impact is. Mr. Killgore stated he has some formulas set up that, if a vehicle or a piece of office equipment is purchased, those items are assigned a useful life of maybe five years. If it is something like a roadway or a stormwater system, that may be extended out to 30 years. That gives staff an indication of whether there is value in keeping the equipment or the improvements up to date and in good working condition. It is an entirely subjective formula. His goal is to figure out when it would be to the City's advantage to replace the items.
- Asked, once a project is finished and is moved to the airport and the property is up for sale, will there be additional costs required for environmental remediation. Mr. Killgore stated he is not able to answer that question. He opined it would probably be based on how a potential buyer would plan to use the property.
- Regarding the Sebastian Police Department vehicles, they run approximately \$62,000.00 apiece according to the budget. He inquired as to what the vehicle itself costs. Mr. Killgore stated those vehicles are funded from the Discretionary Sales Tax fund, which has special provisions that apply to the Discretionary Sales Taxes. They allow for purchase of police vehicles and to fully equip them. The vehicles themselves cost around \$32,000.00 to \$33,000.00, but all the special equipment that is needed drives up the cost.
- Asked if a comparison of what is budgeted to what is actually spent is made. Mr. Killgore stated that is not actually looked at until he is doing the year-end financial statements. It depends on the grants as well. He stated that information is in the City's records.
- Regarding funding, for 2019-2020 it was \$5.4 million from Discretionary Sales Tax, and this year the Discretionary Sales Tax is \$2.5 million. He asked if there is a limitation on discretionary. Mr. Killgore stated the funds are allocated, regardless

of how they are spent and whether they are spent this year or are saved towards future projects. As long as the purpose of this fund is adhered to, there is no timing requirement.

- Regarding the public facilities compound, he asked for an explanation as to why there is another \$1,250,000.00 for fiscal year 2022-2023 being asked for. In 2019-2020 there was \$3,351,000.00 budgeted. He asked if that amount was spent. Mr. Killgore stated that the staff and consultants who were involved in designing that project took a closer look, and the result was needing to allocate more money. The anticipated budget at this point is higher than was first thought.
- Inquired when this proposed budget is scheduled to go before City Council. Mr. Killgore stated that the entire budget, including the Capital Improvement Program, will be presented in a workshop setting on August 26th. They actually have the first hearing on the budget and approval of the Capital Improvement Program on September 14th.

Mr. Reyes:

- Asked what is done with the City's old equipment. Is it auctioned off? Mr. Killgore stated there is an entity called Government Deals. They have an auction program that they advertise nationwide. When the City places items with them, it is basically a consignment. The items are posted on their website, and they do other advertising. Mr. Killgore states the City has done quite well with people from other states coming long distances to buy the items. Mr. Reyes stated he knows of an auction business that deals with several cities in this area and sells all their old equipment. He was curious as to how much money the City has gotten in the past with doing that, or even if the City is doing it. Mr. Killgore said the City is consistently doing it. Mr. Reyes asked where those funds go when they are received. Mr. Killgore stated it depends on the department that had originally purchased the items. Mr. Reyes asked if the City leases any vehicles. Mr. Killgore stated the City did a detailed study regarding leasing versus purchasing vehicles and found that it was not cost effective to lease vehicles. Mr. Reyes commented that the City's fleet maintenance department is costing a lot of money.
- Regarding the Police Department's requests for various equipment such as rifles, ballistic plates, etc., he asked if Sebastian has a SWAT team. Mr. Killgore stated yes. Mr. Reyes commented that the department is asking for a lot of money for equipment that he questions if it is being used. He stated this is military equipment, and he has a problem okaying much of that equipment.
- Regarding the Roads Department and the contract to repair sidewalks, he asked if this is just for repairing sidewalks, or is it for adding sidewalks. Mr. Killgore stated it is just for repairing sidewalks. He understands there is no program presently for adding sidewalks. The repairs are mostly to eliminate the trip-and-fall complaints that are received every month. Mr. Reyes asked if these trip-and-fall complaints are about sidewalks mainly along the major roadways such as US-1 and CR-512, for which the City would not be responsible. Mr. Killgore said that most of the ones

he has seen have been for the Indian River Drive area. Mr. Reyes said those were just installed over the last few years and asked if they are failing already. Mr. Killgore said he cannot speak to that.

- Asked regarding the \$13,000.00 mower for the Leisure Services Department. He thought that was in last year's budget also. Mr. Killgore said there are several of those mowers. This mower is going to replace one that has been out of service. Mr. Reyes asked how many mowers the City is using and are those mowers just for the golf course or all the parks. Mr. Killgore said he is not equipped to answer those kinds of details.
- Regarding restoring some of the canals to their original contours, he stated that is a huge task and asked who would be responsible for doing that work. Mr. Killgore stated he is not privy to the decisions made on that at this point. Mr. Reyes commented that the work that has been done already on the canals and waterways has not been done correctly. Mr. Reyes also mentioned Ocean Cove. He further asked if these canals are failing because of their original design. Mr. Killgore stated he could not answer that.
- Commented that, if this Commission is supposed to make decisions on these things for the different departments, maybe staff from those departments should be at these meetings. He cannot see voting on this proposed budget tonight without having a lot of answers. Mr. Killgore stated that the function of the Planning Commission is to look at the overall big picture. Mr. Reyes opined that there are a lot of items in this proposed budget that have been in past budgets, and they just keep appearing.
- Inquired if all the hangars at the airport are leased out. Mr. Killgore said they are, yes.

Ms. Kautenburg:

- Wanted to comment about the canals, as the question was raised as to who is responsible for the work on them. She said all of those canals were laid out and designed by General Development, and they were not done well. Over the years there have been attempts to improve the canals, but that work was done sort of haphazardly. She stated that several years ago there was much discussion about the canal that runs along Main Street where it turns into Wim brow. At that time there was a lot of work and investigation into who owns the canal and who is responsible for it. She said after months, it was found that the City does own the canals. She opined that the City has not been approaching the canal work from the right perspective. It was not in-house personnel that worked on that canal, and the people who worked on it did a good job. She thinks it is a good idea that the City is coming up with a long-range plan to take care of these canals.

Mr. Hughan:

- Is of the opinion that the Water Management District should be contributing to the work on the canals. He asked if anyone has gone out and actually surveyed the

bottom on the canal to see what the canal bottom looks like and how it can be restored to a normal slope. He agrees with Mr. Reyes.

Mr. Reyes:

- Commented that his main concern is that it does get designed properly and that the Commission gets to see some sections of what is proposed, and that the contractor does the job correctly. He does not think the City should take on those sorts of tasks in-house.

Mr. Reyes called for input from the public. Hearing none, Mr. Reyes closed public input and called for a motion. A motion recommending the proposed Capital Improvement Program to City Council with the understanding that they would review this Commission's comments and make some modifications on their own was made by Mr. Simmons and seconded by Mr. Hughan.

Roll Call:

Mr. Qizilbash -- Yes
Mr. Reyes -- No
Mr. Simmons -- Yes

Mr. Hughan -- Yes
Ms. Kautenburg (a) -- Yes
Mr. Alvarez -- Yes

Vote was 5-1 in favor. Motion passes.

10 Commissioner Matters

Mr. Reyes noted that Mr. Roth was not present at this meeting.

11. City Attorney Matters -- None

12. Staff Matters -- None

13. Adjourn

There being no further business, Mr. Reyes adjourned the meeting at 7:10 p.m.

ig



CITY COUNCIL AGENDA TRANSMITTAL FORM

COUNCIL MEETING DATE: August 26, 2020

AGENDA ITEM TITLE: Resolution Accepting the 3rd Quarter Financial Report and Recognizing Necessary Amendments and Adjustments to the FY 2019-2020 Annual Budget.

RECOMMENDATION: Move to approve Resolution R-20-13.

BACKGROUND: Pursuant to City financial policies, budget reviews and any necessary adjustments are presented to the City Council quarterly. A capital project status report, investment report and accomplishments are also included.

Formal approval by the City Council was already given for an adjustment using the General Fund R&R Account to replace a field groomer machine. There are no further adjustments during the quarter requiring City Council approval.

In accordance with the authority given by the Annual Budget Resolution, the City Manager has approved other budget transfers between accounts within Departments and made adjustments necessary to "implement programs, projects and expenditures authorized by the City Council". Thus, the City Manager's adjustments included budget changes to reflect a reimbursement for paving work resulting from damages caused by a contractor, budget a donation from the Art Club for new carpeting, adjust accounts to cover the 2nd quarter incentive payments, adjustment to Recreation Impact Fee projects and to consolidate several project budgets into one allocation for the Riverview sidewalk project. All of the above described adjustments are listed in Exhibit "A" that is an attachment to the Resolution.

IF AGENDA ITEM REQUIRES EXPENDITURE OF FUNDS:

Total Cost: As per Exhibit "A" of Resolution

Fund to Be Utilized for Appropriation: N/A

Administrative Services Department Review: *Kenneth W. Cillgore*

City Attorney Review: *[Signature]*

Procurement Division Review, if required: N/A _____

ATTACHMENTS:

1. Resolution No. R-20-13 and Exhibit "A"
2. Quarterly Financial Report for the Quarter Ended June 30, 2020

City Manager Authorization: <u><i>[Signature]</i></u>	Date: <u><i>8/19/2020</i></u>
---	-------------------------------

RESOLUTION NO. R-20-13

A RESOLUTION OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA APPROVING AN AMENDMENT AND RECOGNIZING CERTAIN ADJUSTMENTS TO THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020 AS PROVIDED FOR IN EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an analysis of the revenues and expenditures for the nine (9) months that ended on June 30, 2020 indicated that no budget adjustments required formal approval by the City Council and that previously approved amendments and adjustments by the City Manager should be recognized; and

WHEREAS, the City Council and City Manager have previously approved any other necessary amendments and adjustments in accordance with the Annual Budget Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, THAT:

Section 1. The budget of the City of Sebastian, Indian River County, Florida for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020 has been amended and adjusted as necessary within the quarter ending June 30, 2020; a summary of such amendments and adjustments being attached hereto and more particularly identified as Exhibit "A"; the revised appropriations, if any, are set out therein and are recognized as having been made to maintain and carry on the government of the City of Sebastian, Indian River County, Florida.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 3. Sections of this resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of further action of the City Council by filing a corrected copy of same with the City Clerk.

Section 4. This Resolution shall become effective immediately upon its adoption.

It was moved for adoption by Councilmember _____.

The motion was seconded by Councilmember _____ and, upon being put to a vote, the vote was as follows:

Mayor Ed Dodd	_____
Vice Mayor Charles M. Mauti	_____
Councilmember Damien H. Gilliams	_____
Councilmember Jim Hill	_____
Councilmember Pamela Parris	_____

The Mayor thereupon declared this Resolution duly passed and adopted this 26th day of August 2020.

CITY OF SEBASTIAN, FLORIDA

By: _____
Mayor Ed Dodd

ATTEST:

Approved as to form and content for
reliance by the City of Sebastian only:

Jeanette Williams, MMC
City Clerk

Manny Anon
City Attorney

**EXHIBIT "A" OF RESOLUTION R-20-13
SUMMARY OF BUDGET CHANGES
FOR THE QUARTER ENDED JUNE 30, 2020**

ADJUSTMENTS PREVIOUSLY APPROVED BY CITY COUNCIL:

Project/Account	Budget Before Change	Budget Adjustment	Budget After Change	Reason for Adjustment
Appropriation from R&R Account	(\$93,378)	(\$19,007)	\$112,385	6/24/20 Approved use of R&R Account to replace an athletic field groomer.
Vehicles and Equipment	\$110,080	\$19,007	\$129,087	

ADJUSTMENTS BEING SUBMITTED FOR CITY COUNCIL APPROVAL:

Project/Account	Budget Before Change	Budget Adjustment	Budget After Change	Reason for Adjustment
No adjustments requiring approval during this quarter.				

ADJUSTMENTS PREVIOUSLY AUTHORIZED BY THE CITY MANAGER:

Project/Account	Budget Before Change	Budget Adjustment	Budget After Change	Reason for Adjustment
Claims	\$9,964	\$19,000	\$28,964	To account for costs to repair damaged pavement and record reimbursement from the contractor.
Insurance Proceeds	(\$35,000)	(\$18,653)	(\$53,653)	
R&M Operating Equipment	\$15,000	(\$347)	\$14,653	
Contributions and Donations	(\$9,719)	(\$500)	(\$10,219)	To record donation from the Art Club to help cover the costs of new carpeting.
R&M Buildings	\$79,000	\$500	\$79,500	
Various Regular Salaries Accounts	\$6,774,650	\$3,550	\$6,778,200	Adjustment between accounts to cover the 2 nd Quarter one time incentive awards.
Group Insurance	\$1,293,819	(\$2,250)	\$1,291,569	
Additional Compensation	\$1,300	(\$1,300)	0	
BSSC Baseball Dugouts Project	\$40,000	\$40,000	\$80,000	Adjustment between accounts in the Recreation Impact Fee Fund, moving 2021 portion of projects to 2020 and shifting Playground Improvements to 2021.
BSSC Field Fencing	\$18,000	\$75,000	\$93,000	
Playground Improvements	\$30,000	(\$30,000)	0	
Appropriation from Recreation Impact Fee Reserves	(\$439,770)	(\$85,000)	(524,770)	
Riverview Park Sidewalks	0	\$78,623	\$78,623	Consolidating accounts in the CRA Fund and Local Option Gas Tax Fund into the Riverview Sidewalks project.
Riverfront CRA Fund Projects	\$322,944	(\$32,042)	\$290,902	
Local Option Gas Tax Fund Project	\$100,000	(\$46,581)	\$53,419	

CITY OF SEBASTIAN QUARTERLY FINANCIAL REPORT THIRD QUARTER ENDING JUNE 30, 2020 SUMMARY

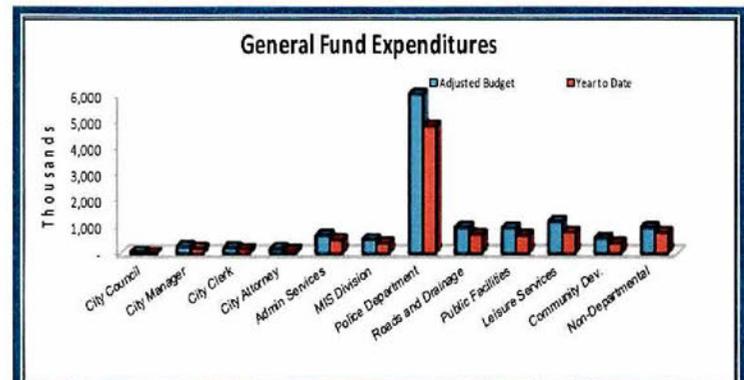
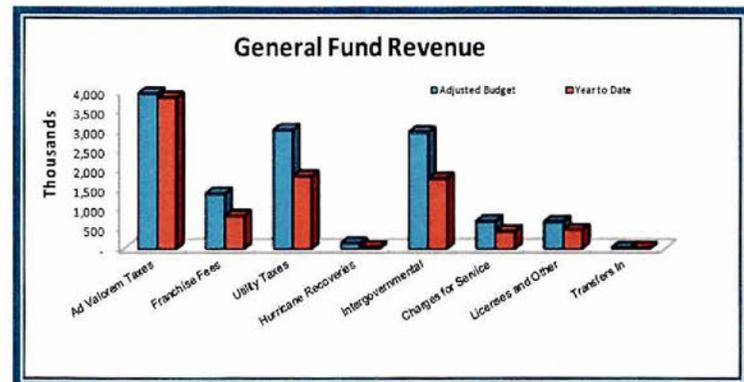
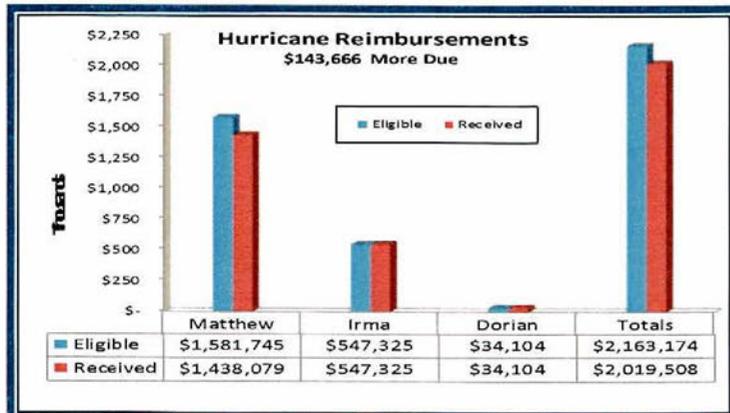
THE THIRD QUARTER FOR GENERAL FUND ENDED WITH 72% OF TOTAL BUDGETED REVENUES BEING RECEIVED. DEPARTMENTS SPENT 74% OF THE BUDGETED AMOUNTS. WE ARE SEEING THE EFFECTS OF THE COVID-19 REDUCTIONS. ACCORDINGLY, PROJECTED NET UNASSIGNED RESERVES ARE EXPECTED TO BE LESS THAN ORIGINALLY PROJECTED AND BELOW THE \$5,000,000 MINIMUM WE INTEND TO MAINTAIN FOR DECLARED NATURAL DISASTERS. THIS IS ALSO JUST BELOW THE AMOUNT PROJECTED WHEN THE 2020 BUDGET PROJECTIONS WERE MADE.

ENDING RESERVES CURRENTLY TOTAL \$5,498,660. AFTER DEDUCTING \$810,621 FOR LOANS TO GOLF COURSE AND AIRPORT, INVENTORIES, PREPAYMENTS & RESTRICTED LAW ENFORCEMENT FUNDS, PROJECTED UNASSIGNED RESERVES ARE PROJECTED TO DECLINE TO \$4,792,631.

GENERAL FUND SUMMARY			
	Budget	YTD	%
Beginning Balance	\$ -	\$ 6,199,061	
Ad Valorem Taxes	3,951,497	3,846,985	97.4%
Franchise Fees	1,401,716	831,233	59.3%
Utility Taxes	3,017,973	1,842,626	61.1%
Hurricane Recoveries	143,666	48,809	34.0%
Intergovernmental	2,962,206	1,787,634	60.3%
Charges for Service	698,866	445,518	63.7%
Licenses and Other	687,717	487,081	70.8%
Transfers In	25,000	18,750	75.0%
Total Revenues	\$ 12,888,641	\$ 9,308,636	72.2%
From Fund Balance	273,096	(273,096)	-100.0%
Total Sources	\$ 13,161,737	\$ 9,035,540	68.7%
City Council	63,080	35,663	56.5%
City Manager	276,527	198,731	71.9%
City Clerk	229,861	175,374	76.3%
City Attorney	181,738	138,349	76.1%
Admin Services	696,417	522,703	75.1%
MIS Division	539,572	406,570	75.4%
Police Department	6,419,875	4,810,633	74.9%
Roads and Drainage	991,900	730,417	73.6%
Public Facilities	968,718	701,918	72.5%
Leisure Services	1,213,427	812,205	66.9%
Community Dev.	590,024	397,876	67.4%
Non-Departmental	990,598	805,502	81.3%
Total Uses	\$ 13,161,737	\$ 9,735,941	74.0%
Ending Unappropriated Fund Balance		\$ 5,498,660	

GENERAL FUND BALANCE FORECAST		
	Fund Balance	R&R Account
Beginning Reserves 10/01/19	\$ 5,924,061	\$ 275,000
Year to Date Revenue	9,308,636	
Fund Balance/R&R Changes to Date:		
Unfinished 2019 Projects	(85,264)	
Failed MIS Equipment		(912)
Replace Lightning Protection		(12,000)
Replace Splash Pad Pump		(10,505)
Replace Parks Mower		(36,580)
Hire Annexation Attorney	(34,412)	
Hired Full-time City Attorney	(41,035)	
Complete Sign Compliance		(1,530)
Replace Security Trailer A/C		(4,691)
Replace MIS A/C		(27,160)
Replace Grooming Machine		(19,007)
Year to Date Uses	\$ (160,711)	\$ (112,385)
Other Expenditures	(9,735,941)	
Current Reserves	\$ 5,336,045	\$ 162,615
Expected Changes to Year End:		
Additional Revenues	2,994,146	-
Additional Expenditures	(2,889,554)	-
Ending Reserves	\$ 5,440,637	\$ 162,615
Adjust R&R to \$275,000	(112,385)	112,385
Adjusted Reserves	\$ 5,328,252	\$ 275,000
Assigned Funds	(810,621)	-
Net Unassigned Reserves	\$ 4,517,631	\$ 275,000
Total Unassigned Reserves	\$ 4,792,631	
Projected in 2020 Budget		\$ 5,046,649

\$143,666 ON HURRICANE MATTHEW REMAINS UNPAID. WE HAVE RECEIVED FULL REIMBURSEMENTS ON BOTH HURRICANES IRMA AND DORIAN.



**CITY OF SEBASTIAN QUARTERLY FINANCIAL REPORT
THIRD QUARTER ENDING JUNE 30, 2020 SUMMARY**

STORMWATER FEES ARE ALMOST FULLY COLLECTED AND OPERATING EXPENDITURES LOOK WELL WITHIN BUDGETED AMOUNTS. NET AVAILABLE FUNDS ARE ANTICIPATED TO BE ABOVE AMOUNTS PROJECTED WHEN THE 2020 BUDGET PROJECTIONS WERE MADE, DUE TO DELAYS ON PROJECTS.

STORMWATER FUND SUMMARY			
	Budget	YTD	%
Beginning Fund Balance	\$ 799,532	\$ 889,713	
Stormwater Fees	1,940,000	1,912,151	98.6%
Sale of Fixed Assets	37,800	38,250	n/a
Interest	36,083	17,630	48.9%
Total Revenues	\$ 2,013,883	\$ 1,968,031	97.7%
Total Sources	\$ 2,813,415	\$ 2,857,744	101.6%
Operating Expenditures	1,550,647	848,090	54.7%
Capital Outlay	182,800	-	0.0%
Transfer to Capital Projects	275,000	20,860	7.6%
Total Uses	\$ 2,008,447	\$ 868,950	43.3%
Ending Fund Balance	\$ 804,968	\$ 1,988,794	
Expected Change to Year End:			
Additional Revenues		144,970	
Additional Expenditures		(455,732)	
Additional Capital Outlay		(182,800)	
Transfers to Capital Projects		(254,140)	
9/30/20 Net Available Funds		\$ 1,241,092	
Projected in 2020 Budget		\$ 804,968	

GOLF COURSE BALANCES ARE AFFECTED BY LOANS FROM THE GENERAL FUND AND BUILDING FUND THAT WERE COMMITTED FOR IRRIGATION/CLUBHOUSE WORK. ENDING RESOURCES ARE NOT QUITE AS GOOD AS PROJECTED WHEN THE 2020 BUDGET PROJECTIONS WERE MADE.

GOLF FUND SUMMARY			
	Budget	YTD	%
Beginning Resources	\$ -	\$ (672,196)	
Charges for Service	1,371,368	1,117,860	81.5%
Rent	30,000	22,501	75.0%
Miscellaneous	9,460	8,292	87.7%
Total Revenues	1,410,828	1,148,653	81.4%
Pro Shop Sales	100,000	85,012	85.0%
Pro Shop Purchases	(70,000)	(65,257)	93.2%
Sales vs. Cost of Sales	30,000	19,755	65.9%
Total Sources	\$ 1,440,828	\$ 1,168,408	81.1%
Operating Expenses	\$ 1,346,070	\$ 1,013,365	75.3%
Cart Loan Payments	56,391	51,691	91.7%
Total Operating Expense	1,402,461	1,065,056	75.9%
General Fund Payment	-	-	n/a
Building Fund Payment	38,367	28,776	75.0%
Total Uses	\$ 1,440,828	\$ 1,093,832	75.9%
Total Ending Resources	\$ -	\$ (597,620)	
Expected Change to Year End:			
Additional Sources		267,970	
Additional Uses		(342,546)	
9/30/20 Ending Resources		\$ (672,196)	
Projected in 2020 Budget		\$ (625,944)	

REVENUES AND EXPENSES FOR THE AIRPORT DO NOT INCLUDE GRANT RECEIPTS AND EXPENSES HANDLED IN THE AIRPORT CONSTRUCTION FUND. PROJECTED TOTAL ENDING RESOURCES ARE LESS THAN PROJECTED WHEN 2020 BUDGET PROJECTIONS WERE MADE.

AIRPORT FUND SUMMARY			
	Budget	YTD	%
Beginning Resources	\$ -	\$ (143,566)	
Rents	483,973	360,433	74.5%
Investment Income	-	2,827	n/a
Miscellaneous	85,710	66,126	77.2%
Total Revenues	569,683	429,386	75.4%
Transfer from General Fund	4,691	4,691	100.0%
Total Sources	\$ 574,374	\$ 290,511	
Operating Expenses	343,135	260,302	75.9%
General Fund Advance	25,000	18,750	75.0%
DST Fund Loans	30,500	-	0.0%
Capital Outlay	52,421	10,516	20.1%
Contingency	123,318	-	0.0%
Total Uses	\$ 574,374	\$ 289,568	50.4%
Total Ending Resources		\$ (3,748)	
Expected Change to Year End:			
Additional Revenues		125,423	
Additional Uses		(159,721)	
9/30/19 Ending Resources		\$ (38,046)	
Projected in 2020 Budget		\$ 5,626	

BUILDING FUND ENDING RESOURCES REMAIN AT GOOD LEVELS, EVEN WITH THE LOANS TO THE GOLF FUND. THEY ARE WELL ABOVE AMOUNTS PROJECTED WHEN THE 2020 BUDGET PROJECTIONS WERE MADE.

BUILDING FUND SUMMARY			
	Budget	YTD	%
Beginning Resources	\$ -	\$ 573,806	
Licenses and Permits	770,500	640,482	83.1%
Charges for Service	12,200	12,199	100.0%
Fines and Forfeits	6,500	4,048	62.3%
Miscellaneous	13,770	8,400	61.0%
Golf Fund Loan Payments	38,367	28,776	75.0%
Total Sources	841,337	693,905	82.5%
Operating Expenses	812,343	552,074	68.0%
Capital Outlay	22,573	-	0.0%
Contingency	6,421	-	n/a
Total Uses	\$ 841,337	\$ 552,074	65.6%
Total Ending Resources		\$ 715,637	
Expected Change to Year End:			
Additional Revenues		232,062	
Additional Uses		(205,558)	
9/30/20 Ending Resources		\$ 742,141	
Projected in 2020 Budget		\$ 518,466	

**CITY OF SEBASTIAN
FUND SUMMARIES
QUARTER ENDING 06/30/20**

	2016/2017 3rd Qtr ACTUALS	2017/2018 3rd Qtr ACTUALS	2018/2019 3rd Qtr ACTUALS	2019/2020 3rd Qtr ACTUALS	2019/2020 Annual BUDGET	2019/2020 Percent of Budget
GENERAL FUND						
TAXES	-6,247,654.62	-6,443,086.70	-6,414,431.78	-6,520,843.74	-8,371,186.00	77.90%
LICENSES & PERMITS	-124,481.87	-148,557.23	-129,646.66	-127,799.85	-162,200.00	78.79%
INTERGVT'L REVENUE	-1,731,592.45	-3,290,626.32	-2,461,725.97	-1,836,443.48	-3,105,872.00	59.13%
CHARGES FOR SERVICE	-231,325.27	-303,708.80	-444,951.03	-445,517.76	-698,866.00	63.75%
FINES AND FORFEITS	-40,082.53	-33,063.77	-45,155.16	-44,094.67	-39,800.00	110.79%
MISC. REVENUE	-205,116.52	-253,287.11	-317,441.11	-318,255.61	-485,717.00	65.52%
TRANSFERS IN	-494,999.91	-543,749.94	-29,999.97	-18,749.97	-25,000.00	75.00%
FROM FUND BALANCES	0.00	0.00	0.00	0.00	-273,096.00	0.00%
GENERAL FUND REVENUE	-9,075,253.17	-11,016,079.87	-9,843,351.68	-9,311,705.08	-13,161,737.00	70.75%
CITY COUNCIL	36,222.30	37,146.78	35,275.53	35,663.34	63,080.00	56.54%
CITY MANAGER	195,881.30	351,925.97	217,785.09	198,730.64	276,527.00	71.87%
CITY CLERK	137,714.27	162,181.66	154,638.56	175,374.46	229,861.00	76.30%
LEGAL	56,559.23	75,298.77	81,062.20	138,349.21	181,738.00	76.13%
ADMINISTRATIVE SERVICES	414,998.25	483,082.19	507,182.85	522,703.04	696,417.00	75.06%
M.I.S. DIVISION	124,416.50	290,236.70	348,210.72	406,569.90	539,572.00	75.35%
AUDIO VISUAL	78,204.03	0.00	0.00	0.00	0.00	0.00%
POLICE ADMINISTRATION	631,102.59	683,916.92	655,353.84	845,157.88	1,095,279.00	77.16%
POLICE PATROL	1,979,766.22	2,269,535.03	2,657,802.75	2,571,733.43	3,430,304.00	74.97%
CODE ENFORCEMENT DIVISION	123,238.85	131,501.55	135,246.63	137,633.85	191,648.00	71.82%
POLICE INVESTIGATIONS	523,686.37	591,453.81	617,566.22	810,730.04	1,048,951.00	77.29%
POLICE COMMUNICATIONS	443,876.44	447,006.72	447,334.90	445,377.30	653,693.00	68.13%
ENGINEERING	427,361.56	0.00	0.00	0.00	0.00	0.00%
ROADS AND DRAINAGE	336,319.62	627,652.30	679,794.88	730,416.57	991,900.00	73.64%
STORMWATER UTILITY DIVISION	507,741.01	791,738.67	0.00	0.00	0.00	0.00%
CENTRAL GARAGE	154,203.48	160,714.22	176,708.99	147,759.12	212,349.00	69.58%
FACILITIES MAINTENANCE	323,337.53	302,592.86	273,340.82	418,870.53	576,693.00	72.63%
LEISURE SERVICES	688,675.89	651,203.41	875,285.56	812,204.76	1,213,427.00	66.93%
CEMETERY	121,174.69	140,255.83	134,031.65	135,288.61	179,676.00	75.30%
COMMUNITY DEVELOPMENT	137,293.84	275,703.41	257,128.01	397,876.39	590,024.00	67.43%
NON-DEPARTMENTAL	1,248,363.97	872,708.89	864,791.20	805,502.30	990,598.00	81.31%
GENERAL FUND EXPENDITURES	8,690,137.94	9,345,855.69	9,118,540.40	9,735,941.37	13,161,737.00	73.97%

**CITY OF SEBASTIAN
FUND SUMMARIES
QUARTER ENDING 06/30/20**

	2016/2017 3rd Qtr ACTUALS	2017/2018 3rd Qtr ACTUALS	2018/2019 3rd Qtr ACTUALS	2019/2020 3rd Qtr ACTUALS	2019/2020 Annual BUDGET	2019/2020 Percent of Budget
<u>LOCAL OPTION GAS TAX</u>						
TAXES	-437,541.84	-468,071.00	-463,994.87	-454,512.16	-736,320.00	61.73%
INTERGVTL REVENUE	-12,532.00	-12,908.00	0.00	-13,693.92	-13,694.00	100.00%
MISC. REVENUE	-602.17	-4,120.77	-6,388.71	-1,894.98	-5,347.00	35.44%
TRANSFERS IN	-200,000.00	0.00	0.00	0.00	0.00	0.00%
FROM FUND BALANCES	0.00	0.00	0.00	0.00	-442,314.00	0.00%
LOGT FUND REVENUE	-650,676.01	-485,099.77	-470,383.58	-470,101.06	-1,197,675.00	39.25%
OPERATING EXPENSES	22,716.63	13,834.70	29,384.24	5,400.00	5,400.00	100.00%
CAPITAL OUTLAY	12,010.50	27,570.45	0.00	105,554.31	106,000.00	99.58%
DEBT SERVICE	242,635.30	242,444.90	239,186.60	238,886.27	243,802.00	97.98%
TRANSFERS OUT	597,098.25	74,456.36	424,060.55	606,893.40	653,474.00	92.87%
TO FUND BALANCES	0.00	0.00	0.00	0.00	188,999.00	0.00%
LOGT EXPENDITURES	851,744.05	358,306.41	692,631.39	956,733.98	1,197,675.00	79.88%
<u>DISCRETIONARY SALES TAX</u>						
TAXES	-2,154,327.21	-2,305,098.74	-2,379,465.56	-2,295,077.85	-3,659,032.00	62.72%
MISC. REVENUE	-11,922.38	-23,354.22	-68,482.78	-42,844.90	-73,272.00	58.47%
FROM FUND BALANCES	0.00	0.00	0.00	0.00	-4,910,725.00	0.00%
DST FUND REVENUE	-2,166,249.59	-2,328,452.96	-2,447,948.34	-2,337,922.75	-8,643,029.00	27.05%
OPERATING EXPENSES	0.00	0.00	1,500.00	4,830.00	21,275.00	22.70%
TRANSFERS OUT	2,301,839.71	1,904,517.84	1,193,106.26	1,237,760.81	8,621,754.00	14.36%
DST FUND EXPENDITURES	2,301,839.71	1,904,517.84	1,194,606.26	1,242,590.81	8,643,029.00	14.38%
<u>RIVERFRONT REDEVELOPMENT FUND</u>						
MISC. REVENUE	-30,905.70	-34,943.41	-41,331.60	-31,747.83	-54,750.00	57.99%
TRANSFERS IN	-342,240.96	-366,531.86	-404,673.34	-403,239.68	-397,816.00	101.36%
FROM FUND BALANCES	0.00	0.00	0.00	0.00	-198,458.00	0.00%
RRD REVENUE	-373,146.66	-401,475.27	-446,004.94	-434,987.51	-651,024.00	66.82%
OPERATING EXPENSES	62,002.55	141,469.51	292,627.74	219,810.68	335,982.00	65.42%
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	113,000.00	0.00%
GRANTS AND AIDS	0.00	34,676.03	0.00	15,000.00	70,000.00	21.43%
TRANSFERS OUT	219,495.57	279,494.90	30,000.00	14,964.75	132,042.00	11.33%
RRD EXPENDITURES	281,498.12	455,640.44	322,627.74	249,775.43	651,024.00	38.37%
<u>PARKING IN LIEU OF FUND</u>						
MISC. REVENUE	-21,839.60	-10,930.79	-1,057.12	-3,629.59	-1,342.00	270.46%
PARKING IN LIEU OF REVENUE	-21,839.60	-10,930.79	-1,057.12	-3,629.59	-1,342.00	270.46%
CAPITAL OUTLAY	44,703.00	0.00	0.00	0.00	0.00	0.00%
TRANSFERS OUT	13,792.00	0.00	0.00	0.00	0.00	0.00%
TO FUND BALANCES	0.00	0.00	0.00	0.00	1,342.00	0.00%
PARKING IN LIEU OF EXPENDITURES	58,495.00	0.00	0.00	0.00	1,342.00	0.00%

**CITY OF SEBASTIAN
FUND SUMMARIES
QUARTER ENDING 06/30/20**

	2016/2017 3rd Qtr ACTUALS	2017/2018 3rd Qtr ACTUALS	2018/2019 3rd Qtr ACTUALS	2019/2020 3rd Qtr ACTUALS	2019/2020 Annual BUDGET	2019/2020 Percent of Budget
RECREATION IMPACT FEE FUND						
MISC. REVENUE	-74,543.44	-116,126.68	-101,692.72	-102,660.95	-146,184.00	70.23%
FROM FUND BALANCES	0.00	0.00	0.00	0.00	-524,770.00	0.00%
REC. IMPACT FEE REVENUE	-74,543.44	-116,126.68	-101,692.72	-102,660.95	-670,954.00	15.30%
OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00%
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00%
TRANSFERS OUT	35,621.84	440,096.10	212,663.94	330,180.72	670,954.00	49.21%
REC. IMPACT FEE EXPENDITURES	35,621.84	440,096.10	212,663.94	330,180.72	670,954.00	49.21%
STORMWATER UTILITY FUND						
MISC. REVENUE	-987,521.11	-999,784.57	-1,958,411.29	-1,968,092.80	-2,013,883.00	97.73%
TRANSFERS IN	-100,000.00	0.00	0.00	0.00	0.00	0.00%
STORMWATER REVENUE	-1,087,521.11	-999,784.57	-1,958,411.29	-1,968,092.80	-2,013,883.00	97.73%
PERSONAL SERVICES	0.00	0.00	661,094.89	496,418.82	735,344.00	67.51%
OPERATING EXPENSES	10,248.15	139,990.31	387,319.09	351,671.78	815,303.00	43.13%
CAPITAL OUTLAY	0.00	0.00	18,198.16	0.00	182,800.00	0.00%
TRANSFERS OUT	942,747.32	524,999.97	14,168.50	20,859.72	275,000.00	7.59%
TO FUND BALANCE	0.00	0.00	0.00	0.00	5,436.00	0.00%
STORMWATER EXPENDITURES	952,995.47	664,990.28	1,080,780.64	868,950.32	2,013,883.00	43.15%
LAW ENFORCE FORFEITURE FUND						
FINES AND FORFEITS	-26,061.00	-100.00	-150.00	-133.33	-1,000.00	13.33%
MISC. REVENUE	-405.64	-587.41	-2,310.50	-1,633.62	-250.00	653.45%
FORFEITURES FUND REVENUES	-26,466.64	-687.41	-2,460.50	-1,766.95	-1,250.00	141.36%
OPERATING EXPENSES	2,475.61	5,007.03	2,566.04	5,062.00	0.00	0.00%
CAPITAL OUTLAY	9,293.50	0.00	0.00	0.00	0.00	0.00%
GRANTS AND AIDS	3,000.00	1,500.00	2,500.00	1,000.00	0.00	0.00%
TO FUND BALANCES	0.00	0.00	0.00	0.00	1,250.00	0.00%
FORFEITURE FUND EXPENDITURES	14,769.11	6,507.03	5,066.04	6,062.00	1,250.00	484.96%
DST DEBT SERVICE FUND						
MISC. REVENUE	236.28	0.00	0.00	0.00	0.00	0.00%
TRANSFERS IN	-264,695.22	0.00	0.00	0.00	0.00	0.00%
DST DEBT SERVICE REVENUE	-264,458.94	0.00	0.00			0.00%
DEBT SERVICE	354,517.90	0.00	0.00	0.00	0.00	0.00%
DST DEBT SERVICE EXPENDITURES	354,517.90	0.00	0.00	0.00	0.00	0.00%
STORMWATER DEBT SERVICE FUND						
MISC. REVENUE	-847.76	-2,971.97	-4,663.92	-2,079.16	-3,500.00	59.40%
TRANSFERS IN	-302,222.25	-302,843.97	-302,185.53	-301,016.25	-401,355.00	75.00%
STORMWATER DEBT REVENUE	-303,070.01	-305,815.94	-306,849.45	-303,095.41	-404,855.00	74.87%
DEBT SERVICE	402,357.50	404,077.60	403,659.30	402,137.20	402,138.00	100.00%
TO FUND BALANCES	0.00	0.00	0.00	0.00	2,717.00	0.00%
STORMWATER DEBT EXPENDITURES	402,357.50	404,077.60	403,659.30	402,137.20	404,855.00	99.33%

**CITY OF SEBASTIAN
FUND SUMMARIES
QUARTER ENDING 06/30/20**

	2016/2017 3rd Qtr ACTUALS	2017/2018 3rd Qtr ACTUALS	2018/2019 3rd Qtr ACTUALS	2019/2020 3rd Qtr ACTUALS	2019/2020 Annual BUDGET	2019/2020 Percent of Budget
<u>GOLF COURSE FUND</u>						
INTERGOVERNMENTAL REVENUE	0.00	-50,000.00	0.00	0.00	0.00	0.00%
CHARGES FOR SERVICE	-925,120.86	-1,002,571.94	-1,157,913.35	-1,203,086.17	-1,331,368.00	90.36%
MISC. REVENUE	-44,554.94	-67,488.66	-30,776.74	-30,578.47	-39,460.00	77.49%
TRANSFERS IN	-96,075.00	-11,320.00	0.00	0.00	0.00	0.00%
GOLF COURSE FUND REVENUE	-1,065,750.80	-1,131,380.60	-1,188,690.09	-1,233,664.64	-1,370,828.00	89.99%
ADMINISTRATION	532,117.16	753,455.38	476,527.82	465,478.31	636,198.00	73.17%
MAINTENANCE	464,286.76	424,469.51	426,640.39	436,737.23	579,948.00	75.31%
GOLF COURSE CARTS	114,574.96	138,513.71	123,437.10	126,359.14	154,682.00	81.69%
GOLF COURSE FUND EXPENSE	1,110,978.88	1,316,438.60	1,026,605.31	1,028,574.68	1,370,828.00	75.03%
<u>AIRPORT</u>						
CHARGES FOR SERVICE	-12,293.71	-12,963.03	-3,332.79	0.00	0.00	0.00%
MISC. REVENUE	-317,381.05	-376,978.83	-429,843.41	-429,385.92	-569,683.00	75.37%
TRANSFERS IN	-5,526.00	0.00	0.00	-4,691.00	-4,691.00	100.00%
AIRPORT REVENUE	-335,200.76	-389,941.86	-433,176.20	-434,076.92	-574,374.00	75.57%
ADMINISTRATION	300,279.61	299,134.44	379,306.97	289,568.31	574,374.00	50.41%
AIRPORT EXPENSE	300,279.61	299,134.44	379,306.97	289,568.31	574,374.00	50.41%
<u>BUILDING FUND</u>						
LICENSES & PERMITS	-534,545.90	-683,716.05	-623,986.52	-640,481.82	-770,500.00	83.13%
CHARGES FOR SERVICE	-9,061.34	-10,908.43	-10,384.94	-12,198.72	-12,200.00	99.99%
FINES AND FORFEITS	-3,721.00	-4,786.00	-5,933.50	-4,048.00	-6,500.00	62.28%
MISC. REVENUE	-8,053.99	-8,386.45	-12,664.42	-8,400.02	-13,770.00	61.00%
TRANSFERS IN	-23,293.97	-31,744.00	-28,775.97	-28,775.97	-38,367.00	75.00%
BUILDING REVENUES	-578,676.20	-739,540.93	-681,745.35	-693,904.53	-841,337.00	82.48%
PERSONAL SERVICES	318,234.17	382,717.49	416,741.07	437,848.10	656,691.00	66.67%
OPERATING EXPENSES	86,374.80	80,200.36	72,766.39	114,226.33	155,652.00	73.39%
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	22,573.00	0.00%
TRANSFERS OUT	119,187.02	0.00	0.00	0.00	0.00	0.00%
TO FUND BALANCES	0.00	0.00	0.00	0.00	6,421.00	0.00%
BUILDING EXPENSE	523,795.99	462,917.85	489,507.46	552,074.43	841,337.00	65.62%

**CITY OF SEBASTIAN
GENERAL FUND DEPARTMENTS
QUARTER ENDING 06/30/20**

	2016/2017 3rd Qtr ACTUALS	2017/2018 3rd Qtr ACTUALS	2018/2019 3rd Qtr ACTUALS	2019/2020 3rd Qtr ACTUALS	2019/2020 Annual BUDGET	2019/2020 Percent of Budget
<u>CITY COUNCIL</u>						
PERSONAL SERVICES	17,056.37	17,054.81	17,062.83	17,055.46	22,738.00	75.01%
OPERATING EXPENSES	19,165.93	20,091.97	18,212.70	18,607.88	40,342.00	46.13%
TOTALS	36,222.30	37,146.78	35,275.53	35,663.34	63,080.00	56.54%
<u>CITY MANAGER</u>						
PERSONAL SERVICES	191,053.44	314,379.01	208,984.60	189,868.09	260,782.00	72.81%
OPERATING EXPENSES	4,827.86	37,546.96	8,800.49	8,862.55	15,745.00	56.29%
TOTALS	195,881.30	351,925.97	217,785.09	198,730.64	276,527.00	71.87%
<u>CITY CLERK</u>						
PERSONAL SERVICES	109,095.50	117,424.37	122,895.69	126,206.19	175,111.00	72.07%
OPERATING EXPENSES	28,618.77	44,757.29	17,760.12	49,168.27	54,750.00	89.81%
CAPITAL OUTLAY	0.00	0.00	13,982.75	0.00	0.00	0.00%
TOTALS	137,714.27	162,181.66	154,638.56	175,374.46	229,861.00	76.30%
<u>LEGAL</u>						
PERSONAL SERVICES	0.00	0.00	0.00	55,724.43	98,150.00	56.77%
OPERATING EXPENSES	56,559.23	75,298.77	81,062.20	82,624.78	83,588.00	98.85%
TOTALS	56,559.23	75,298.77	81,062.20	138,349.21	181,738.00	76.13%
<u>ADMINISTRATIVE SERVICES</u>						
PERSONAL SERVICES	325,240.68	383,214.88	398,094.57	407,728.25	558,801.00	72.96%
OPERATING EXPENSES	89,757.57	99,867.31	109,088.28	114,974.79	137,616.00	83.55%
TOTALS	414,998.25	483,082.19	507,182.85	522,703.04	696,417.00	75.06%
<u>M.I.S. DIVISION</u>						
PERSONAL SERVICES	79,255.31	181,359.41	226,741.25	256,043.14	350,248.00	73.10%
OPERATING EXPENSES	45,161.19	108,877.29	103,663.31	149,614.65	188,412.00	79.41%
CAPITAL OUTLAY	0.00	0.00	17,806.16	912.11	912.00	100.01%
TOTALS	124,416.50	290,236.70	348,210.72	406,569.90	539,572.00	75.35%
<u>AUDIO VISUAL DIVISION</u>						
PERSONAL SERVICES	67,111.38	0.00	0.00	0.00	0.00	0.00%
OPERATING EXPENSES	11,092.65	0.00	0.00	0.00	0.00	0.00%
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00%
TOTALS	78,204.03	0.00	0.00	0.00	0.00	0.00%
<u>POLICE ADMINISTRATION</u>						
PERSONAL SERVICES	535,276.68	571,357.02	552,901.99	720,148.47	919,839.00	78.29%
OPERATING EXPENSES	95,825.91	93,059.90	102,451.85	105,315.41	155,440.00	67.75%
CAPITAL OUTLAY	0.00	19,500.00	0.00	19,694.00	20,000.00	98.47%
TOTALS	631,102.59	683,916.92	655,353.84	845,157.88	1,095,279.00	77.16%
<u>POLICE PATROL</u>						
PERSONAL SERVICES	1,757,302.80	2,052,270.37	2,410,348.72	2,374,935.29	3,079,499.00	77.12%
OPERATING EXPENSES	203,090.62	197,552.63	229,575.78	164,240.27	304,489.00	53.94%
CAPITAL OUTLAY	19,372.80	19,712.03	17,878.25	32,557.87	46,316.00	70.30%
TOTALS	1,979,766.22	2,269,535.03	2,657,802.75	2,571,733.43	3,430,304.00	74.97%
<u>CODE ENFORCEMENT DIVISION</u>						
PERSONAL SERVICES	111,448.97	117,864.63	122,638.85	126,382.73	171,610.00	73.65%
OPERATING EXPENSES	11,789.88	13,636.92	12,607.78	11,251.12	20,038.00	56.15%
TOTALS	123,238.85	131,501.55	135,246.63	137,633.85	191,648.00	71.82%
<u>POLICE INVESTIGATIONS</u>						
PERSONAL SERVICES	439,965.59	515,937.36	501,266.29	688,184.12	891,625.00	77.18%
OPERATING EXPENSES	78,532.62	75,516.45	86,002.98	95,436.64	131,773.00	72.43%
CAPITAL OUTLAY	5,188.16	0.00	30,296.95	27,109.28	25,553.00	106.09%
TOTALS	523,686.37	591,453.81	617,566.22	810,730.04	1,048,951.00	77.29%
<u>POLICE COMMUNICATIONS</u>						
PERSONAL SERVICES	435,008.43	440,650.66	439,637.93	437,568.29	642,853.00	68.07%
OPERATING EXPENSES	8,868.01	6,356.06	7,696.97	7,809.01	10,840.00	72.04%
TOTALS	443,876.44	447,006.72	447,334.90	445,377.30	653,693.00	68.13%

CITY OF SEBASTIAN
GENERAL FUND DEPARTMENTS
QUARTER ENDING 06/30/20

	2016/2017 3rd Qtr ACTUALS	2017/2018 3rd Qtr ACTUALS	2018/2019 3rd Qtr ACTUALS	2019/2020 3rd Qtr ACTUALS	2019/2020 Annual BUDGET	2019/2020 Percent of Budget
<u>ENGINEERING</u>						
PERSONAL SERVICES	216,809.89	0.00	0.00	0.00	0.00	0.00%
OPERATING EXPENSES	179,253.07	0.00	0.00	0.00	0.00	0.00%
CAPITAL OUTLAY	31,298.60	0.00	0.00	0.00	0.00	0.00%
TOTALS	427,361.56	0.00	0.00	0.00	0.00	0.00%
<u>ROADS AND DRAINAGE</u>						
PERSONAL SERVICES	278,838.17	361,884.30	374,165.40	432,096.94	600,579.00	71.95%
OPERATING EXPENSES	53,842.10	258,224.00	249,886.53	259,129.38	351,771.00	73.66%
CAPITAL OUTLAY	3,639.35	7,544.00	55,742.95	39,190.25	39,550.00	99.09%
TOTALS	336,319.62	627,652.30	679,794.88	730,416.57	991,900.00	73.64%
<u>STORMWATER UTILITY DIVISION</u>						
PERSONAL SERVICES	261,235.67	448,527.52	0.00	0.00	0.00	0.00%
OPERATING EXPENSES	246,505.34	340,948.20	0.00	0.00	0.00	0.00%
CAPITAL OUTLAY	0.00	2,262.95	0.00	0.00	0.00	0.00%
TOTALS	507,741.01	791,738.67	0.00	0.00	0.00	0.00%
<u>CENTRAL GARAGE</u>						
PERSONAL SERVICES	134,331.24	141,135.75	148,251.84	133,895.26	186,004.00	71.99%
OPERATING EXPENSES	17,537.25	19,578.47	18,862.14	13,863.86	26,354.00	52.61%
CAPITAL OUTLAY	2,334.99	0.00	9,595.01	0.00	0.00	0.00%
TOTALS	154,203.48	160,714.22	176,708.99	147,759.12	212,358.00	69.58%
<u>FACILITIES MAINTENANCE</u>						
PERSONAL SERVICES	70,327.02	90,960.87	120,150.05	207,088.86	279,793.00	74.02%
OPERATING EXPENSES	172,458.63	161,648.49	148,485.77	169,255.67	254,235.00	66.57%
CAPITAL OUTLAY	80,551.88	49,983.50	4,705.00	42,526.00	42,665.00	99.67%
TOTALS	323,337.53	302,592.86	273,340.82	418,870.53	576,693.00	72.63%
<u>LEISURE SERVICES</u>						
PERSONAL SERVICES	390,877.88	367,936.02	558,575.12	566,117.56	819,797.00	69.06%
OPERATING EXPENSES	292,641.01	281,917.39	176,070.93	160,112.94	229,455.00	69.78%
CAPITAL OUTLAY	5,157.00	1,350.00	140,639.51	85,974.26	164,175.00	52.37%
TOTALS	688,675.89	651,203.41	875,285.56	812,204.76	1,213,427.00	66.93%
<u>CEMETERY</u>						
PERSONAL SERVICES	100,297.54	111,421.07	108,168.54	114,287.57	151,217.00	75.58%
OPERATING EXPENSES	20,877.15	20,343.80	25,863.11	21,001.04	28,459.00	73.79%
CAPITAL OUTLAY	0.00	8,490.96	0.00	0.00	0.00	0.00%
TOTALS	121,174.69	140,255.83	134,031.65	135,288.61	179,676.00	75.30%
<u>COMMUNITY DEVELOPMENT</u>						
PERSONAL SERVICES	124,077.73	257,245.35	241,494.02	285,901.51	424,845.00	67.30%
OPERATING EXPENSES	13,216.11	18,458.06	15,633.99	97,325.38	148,705.00	65.45%
CAPITAL OUTLAY	0.00	0.00	0.00	14,649.50	16,474.00	88.92%
TOTALS	137,293.84	275,703.41	257,128.01	397,876.39	590,024.00	67.43%
<u>NON-DEPARTMENTAL</u>						
PERSONAL SERVICES	212,925.68	213,125.38	216,311.41	179,690.08	284,350.00	63.19%
OPERATING EXPENSES	574,925.57	590,346.07	625,235.84	621,121.22	701,557.00	88.53%
CAPITAL OUTLAY	1,765.00	0.00	0.00	0.00	0.00	0.00%
TRANSFERS OUT	458,747.72	69,237.44	23,243.95	4,691.00	4,691.00	100.00%
TOTALS	1,248,363.97	872,708.89	864,791.20	805,502.30	990,598.00	81.31%
TOTAL GENERAL FUND	8,690,137.94	9,345,855.69	9,118,540.40	9,735,941.37	13,161,746.00	73.97%

**CITY OF SEBASTIAN
CAPITAL PROJECT STATUS REPORT AS OF June 30, 2020**

<u>Project Number</u>	<u>Description</u>	<u>Budget Sources</u>	<u>Budget Share</u> <u>(in Thousands of \$)</u>	<u>Project Budget</u>	<u>Expenditures</u> <u>To Date</u>	<u>Percent</u> <u>Expended</u>	<u>Encumbrances</u>	<u>Funds</u> <u>Remaining</u>
FY2017								
A1765	Oyster Bag Program (COMPLETE)	IRLC	12.5	12,530	12,530	100.00%	-	-
				\$ 12,530	\$ 12,530	100.00%	\$ -	\$ -
FY2018								
A1811	Generators	DST	175.2	175,247	109,677	62.58%	65,570	-
A1820	Pickleball (COMPLETE)	DST	16	16,062	16,062	100.00%	-	-
A1823	Cemetery Improvements	CTF	150	150,000	11,988	7.99%	6,265	131,747
A1824	Working Waterfront Phase 3	DST	26	25,700	19,875	77.34%	5,825	-
A1860	Stonecrop Drainage	DST	19	19,145	12,313	64.31%	6,833	-
A1854	Taxiway C Construction	FAA/FDOT/DST	2,216/109.6/178	2,503,596	2,550,074	101.86%	-	(46,478)
TOTAL				\$ 2,889,750	\$ 2,719,989	94.13%	\$ 84,492	\$ 85,269
FY2019								
A1920	Working Waterfront Phase 3	FIND/DST	170/250	420,000	19,671	4.68%	2,997	397,332
A1921	Pickleball	DST/RIF	197/423	619,762	546,408	88.16%	61,493	11,861
A1922	Bark Park Shade Structures (COMPLETE)	RIF	14	14,000	14,000	100.00%	-	-
A1925	Park Signage	RIF	125	125,000	22,990	18.39%	102,010	-
A1928	Yacht Club Pier	RIF	40	40,000	-	0.00%	27,820	12,180
A1930	Indian River Drive Corridor Improvements	LOGT	53.4	53,419	53,419	100.00%	-	-
A1931	Street Repaving & Reconstruction (COMPLETE)	LOGT	8	8,000	8,000	100.00%	-	-
A1932	CavCorp Parking Lot (COMPLETE)	DST	47.5	47,545	47,545	100.00%	-	-
A1960	Stonecrop Drainage	DST	14.5	14,500	12,000	82.76%	2,500	-
A1952	Construct Hangar D	FDOT/DST	1,800/450	2,250,000	135,241	6.01%	2,127,290	(12,530)
TOTAL				\$ 3,592,226	\$ 859,273	23.92%	\$ 2,324,111	\$ 408,842
FY2020								
A2000	Server Host/Update (COMPLETE)	DST	43.2	43,196	43,195	100.00%	-	1
A2001	PD & City Computers	DST	85	85,000	80,951	95.24%	-	4,049
A2002	Audio Visual Equipment	DST	5	5,000	3,780	75.60%	-	1,220
A2003	Network Infrastructure	DST	26.8	26,804	9,984	37.25%	-	16,820
A2004	PD Vehicles & Equipment	DST	355	355,000	14,670	4.13%	337,875	2,456
A2005	PD Dispatch Radios & Equip	DST	203	203,000	151,049	74.41%	14,721	37,230
A2006	Evidence Compound Paving & Carport	DST	40	40,000	-	0.00%	10,046	29,954
A2007	CDBG Grant Program	CDBG	123.7	123,674	4,250	3.44%	19,424	100,000
A2008	COVID-19 Expenses	0	0	-	23,690	n/a	-	(23,690)
A2020	BSSC Football Bleachers	RIF	20	20,000	14,237	71.18%	-	5,763
A2021	BSSC Baseball Dugouts	RIF	80	80,000	-	0.00%	-	80,000
A2022	BSSC Field Fencing	RIF	93	93,000	-	0.00%	-	93,000
A2024	Park Improvements	RIF	20	20,000	-	0.00%	-	20,000
A2025	Community Center Office	DST	40	40,000	-	0.00%	-	40,000
A2026	Renovate Golf Tees	DST	50	50,000	8,000	16.00%	-	42,000
A2027	GC Clubhouse Water Hookup	DST	60	60,000	54,438	90.73%	-	5,562
A2028	Riverview Park Sidewalks	LOGT / CRA	46.5 / 32	78,623	-	0.00%	78,622	-
A2030	Relocate Public Facilities Compound	DST	5088.9	5,088,899	-	0.00%	-	5,088,899
A2031	Street Reconstruction (COMPLETE)	LOGT/DST	108.8/320.5	429,319	429,319	100.00%	-	-
A2032	Cape & MicroSeal Roadways (COMPLETE)	LOGT	304	303,971	303,971	100.00%	-	-
A2033	Cape Seal Roadways (COMPLETE)	LOGT	52	52,046	52,046	100.00%	-	-
A2034	Milling & Paving (COMPLETE)	LOGT	142	142,026	142,026	100.00%	-	-
A2050	Construct Taxi Lane	FAA/FDOT/DST	462/25.6/25.6	513,246	-	0.00%	69,883	443,363
A2060	Roadway Swale Work	SW	60	60,000	20,860	34.77%	39,140	-
A2061	Canal Improvements	SW	500	500,000	-	0.00%	-	500,000
A2062	Stonecrop Drainage	FEMA/DST	645/215	860,000	-	0.00%	2,500	857,500
A2063	Septic to Sewer Grant Program	IRLC/CRA	100/100	200,000	44,347	22.17%	-	155,653
GRAND TOTAL				\$ 9,472,804	\$ 1,400,812	14.79%	\$ 572,211	\$ 7,499,780
				\$ 15,967,310	\$ 4,992,604	31.27%	\$ 2,980,814	\$ 7,993,891

QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED JUNE 30, 2020

At June 30, 2020, the total of the City's cash and investments were \$17,009,096.55. Of this, \$12,581,270.88 was held in an interest bearing checking account at Seacoast National Bank, \$3,882,596.58 was invested with the State Board of Administration and \$545,229.09 is deposited with Florida Trust, which invest in short-term bonds. The City did not purchase any new securities during the quarter and does not hold any direct investments in government securities. Returns at the end of the quarter were .43% for the Bank and .57% for the State Board. The average annualized return over the 3 months of this quarter from the deposit with Florida Trust was 6.22%. The Bank returns and State Board dropped primarily due to reactions of the bond market and Federal Reserve.

SEACOAST NATIONAL BANK			STATE BOARD OF ADMINISTRATION (SBA)		
<u>CASH BALANCE ALLOCATION</u>	<u>CURRENT BALANCE</u>	<u>PERCENT</u>	<u>INVESTMENT ALLOCATION</u>	<u>CURRENT BALANCE</u>	<u>PERCENT</u>
General Fund	\$ 3,757,619.88	29.87%	General Fund	\$ 911,088.84	23.47%
Local Option Gas Tax Fund	52,467.52	0.42%	Local Option Gas Tax Fund	-	0.00%
Discretionary Sales Tax Fund	4,944,427.23	39.30%	Discretionary Sales Tax Fund	1,197,055.68	30.83%
Riverfront Redevelopment Fund	450,474.19	3.58%	Riverfront Redevelopment Fund	108,987.83	2.81%
Parking In-Lieu-Of Fund	-	0.00%	Parking In-Lieu-Of Fund	59,593.16	1.53%
Recreation Impact Fee Fund	216,950.21	1.72%	Recreation Impact Fee Fund	52,642.10	1.36%
Stormwater Utility Fund	1,595,433.19	12.68%	Stormwater Utility Fund	387,510.74	9.98%
Law Enforcement Forfeiture Fund	1,430.17	0.01%	Law Enforcement Forfeiture Fund	31,316.05	0.81%
Stormwater Series 2003 Debt Service Fund	110,607.41	0.88%	Stormwater Series 2003 Debt Service Fund	-	0.00%
Capital Projects Fund	(23,667.36)	-0.19%	Capital Projects Fund	-	0.00%
Capital Improvements Fund	-	0.00%	Capital Improvements Fund	-	0.00%
Transportation Fund	(0.10)	0.00%	Transportation Fund	-	0.00%
Stormwater Projects Fund	232,755.85	1.85%	Stormwater Projects Fund	-	0.00%
Golf Course Fund	193,120.62	1.53%	Golf Course Fund	-	0.00%
Airport Fund	308,282.15	2.45%	Airport Fund	-	0.00%
Airport Projects Fund	(183,327.64)	-1.46%	Airport Projects Fund	-	0.00%
Building Department Fund	628,750.36	5.00%	Building Department Fund	226,041.71	5.82%
Cemetery Trust Fund	295,197.20	2.35%	Cemetery Trust Fund	816,020.47	21.02%
Performance Deposits Fund	750.00	0.01%	Performance Deposits Fund	92,340.00	2.38%
Total Bank Balance	\$ 12,581,270.88	100.00%	Total SBA Balance	\$ 3,882,596.58	100.00%

INTERFUND LOANS REPORT

Fund Making Loans	Purpose	10/01/19 Balance	Scheduled Payments	Balance at 9/30/2020	Remarks/Terms
<u>GENERAL FUND:</u>					
Due from Golf Course	Cash Flow Loan	\$500,000	None	\$500,000	Pay \$25K/Year or More Starting FY 20/21.
Due from Airport Fund	Grant Match Loan	\$150,000	None	\$150,000	Pay \$150K in FY 20/21.
<u>DISCRETIONARY SALES TAX:</u>					
Due from Airport Fund	\$285,000 Hangar A	\$275,020	\$6,999	\$268,021	5 Years @ 3%, Then 4% for 25 Years.
Due from Airport Fund	\$267,511 Hangar B	\$261,894	\$2,024	\$259,870	5 Years @ 3%, Then 4% for 25 Years.
<u>BUILDING FUND:</u>					
Due from Golf Course	\$700,000 Irrigation	\$645,610	\$30,154	\$615,456	20 Year, Each 5 Years Adjust to T-Bond Minus 1%.
Due from Golf Course	\$559,684 Other Repairs	\$559,684	None	\$559,684	Pay When Possible, Maybe After \$700,000 is paid.



To: Mayor and City Council
Thru: Paul Carlisle, City Manager
From: Kenneth W. Killgore, Administrative Services Director
Date: July 29, 2020
Re: 3rd Quarter Accomplishments Fiscal Year 2020

The following are the 3rd Quarter Accomplishments for City Departments as assembled and edited by the Administrative Services Department for the three months ended June 30, 2020.

CITY CLERK

Legislative Support Matters

- City Clerk prepared agenda, attended/recorded three Regular City Council meetings, three special meetings.
- Completed follow up of approved Council matters – contracts, letters, e-mails, scanned to LF and indexed.
- Five resolutions adopted by Council.
- Four proclamations prepared for presentation by Mayor.
- Provided monthly City calendars and revisions to Council, City staff and press.
- Coordinated attendance of clergy for Council meeting invocations.
- Distributed one Code and one LDC supplement.
- Responded to 99 public records requests.
- 116 cubic feet of paper records met retention along with duplicate and OSA records destroyed by shredding vendor.
- Transferred and documented two bid records and eighteen Finance boxes for storage.

Election Matters

- Pre-qualified two candidates for 2020 Election.
- Accepted two campaign treasurer's reports.
- Process and delivered first round petitions for Recall Campaign.
- Printed 18,000 Petition Recall Defense Statements.

City Board Matters

- Noticed vacancies, prepared five board appointments, notified and provided info to appointees, updated Board Handbook and distributed pages.
- City Clerk prepared agenda, attended/recorded one CRA, one BOA within Council Meetings.
- Records Clerk published all scanned City board packets to City website, Facebook, Laserfiche and also provided to press and Council.

Cemetery Matters

- Certificates of Interment Rights issued for 16 locations for a total of \$17,200.00.
- Scanned all cemetery records as sold or amended for permanent retention.

Personnel/Educational Matters

- Records Clerk attended one project management meetings.
- City Clerk and Records Clerk attended CivicPlus Website Redesign Training.

Community Matters

- Responded to or forwarded CITYSEB emails to appropriate departments.
- Installed sneeze guards, practicing CDC guidelines to prevent coronavirus infection.

ADMINISTRATIVE SERVICES

- Worked with the State and FEMA to pursue remaining reimbursements due on Hurricane Matthew.
- Provided administrative support to the Police Pension Board.
- Prepared drafts of the FY2021 Budget and Capital Program.
- Presented Recommended FY2021 Budget and Capital Program to the Budget Committee..
- Prepared 2nd Quarter Budget Amendment and made presentation to Budget Committee and City Council.
- Handled normal processing of payroll, accounts payable and cashiering.
- Maintained listing of current capital projects and held frequent meetings with project managers to monitor progress.
- Coordinated the quarterly employee investment meetings with the ICMA representative.
- Monitored and completed required grant paperwork on Airport and other grants.
- Monitored and approved payments on major contracts.
- Recruited, interviewed and hired replacements for vacant positions.
- Worked on review and updating of records on City contracts and agreements.
- Completed review and made amendments for cyber liability insurance on agreements with consultants to the Police Pension Board.
- Worked on review and updating of the purchasing procedures.

POLICE DEPARTMENT

Administration

- Continued review of agency policies per accreditation standards.
- Participated in Mock Accreditation Assessment.
- Conducted several interviews for 911 dispatcher positions on ZOOM.
- Attended 4 additional ZOOM Meetings.
- Continued our quarterly auditing and inspection of the police building and equipment.
- Administration attended 7 Council meetings.
- Responded to 7 public records requests.
- Submitted 2020/2021 Budget Proposals.
- Held Change of Command Ceremony to replace outgoing Chief of Police.
- Participated in numerous countywide conference calls for COVID-19. Continued review of agency policies per accreditation standards.

Volunteers

- The Community Service Volunteers worked a total of 1,117 hours during this quarter.
- 7 bank deposit details were made. This service is done for City Hall so employees do not have to leave their assigned duties.
- 0 traffic control details were assigned. These consist of directing traffic at city events, road closures, etc.
- 332 house watches/close patrols were completed.
- 24 vehicle transports were made consisting of taking the vehicles to different locations for repairs, etc.
- 273 business checks were made. These business checks are conducted to help patrol officers keep an eye on the business community which helps reduce crime.
- 82 area checks of banks were made. Visual marked units around the banks at various times helps to deter crime.
- 21 Airport checks were made. The visibility helps to deter crime.
- 10 special details were assigned.
- 4 miscellaneous assists for law enforcement personnel.
- 56 paper runs, i.e.: State Attorney's Office, Sheriff's Office, etc. The volunteers pick up and deliver packages such as council packages, State Attorney paperwork, and miscellaneous items as needed.
- Assisted with traffic control on 1 traffic crash scene.
- 0 warnings for handicapped parking tickets issued and 0 warnings for other parking infractions issued.
- 26 citizen contacts.
- 238 miscellaneous jobs.
- 17 hours of Escorts were completed.
- Volunteer services resumed on May 18, 2020, after being ended March 13th due to COVID-19.

School Resource Officers

The SRO Quarterly is not available because the officers were reassigned to patrol duties due to COVID-19.

Road Patrol and Special Operations

- Officers were dispatched to 7738 calls for service, and self-initiated 5152 events.
- 60 adult and 0 juvenile arrests were made.
- Officers issued 115 citations, 22 parking citation, and 230 written warnings.
- Officers completed 427 offense reports and 64 crash reports.

Special Operations

	<u>Citations</u>	<u>Warnings</u>	<u>Incident Reports</u>	<u>Arrests</u>
Traffic Unit	44	29	22	2
Boat Officers	(Assigned to shift coverage.)			
K-9 Ofc's (41/38/59/42)	16	53	19	4

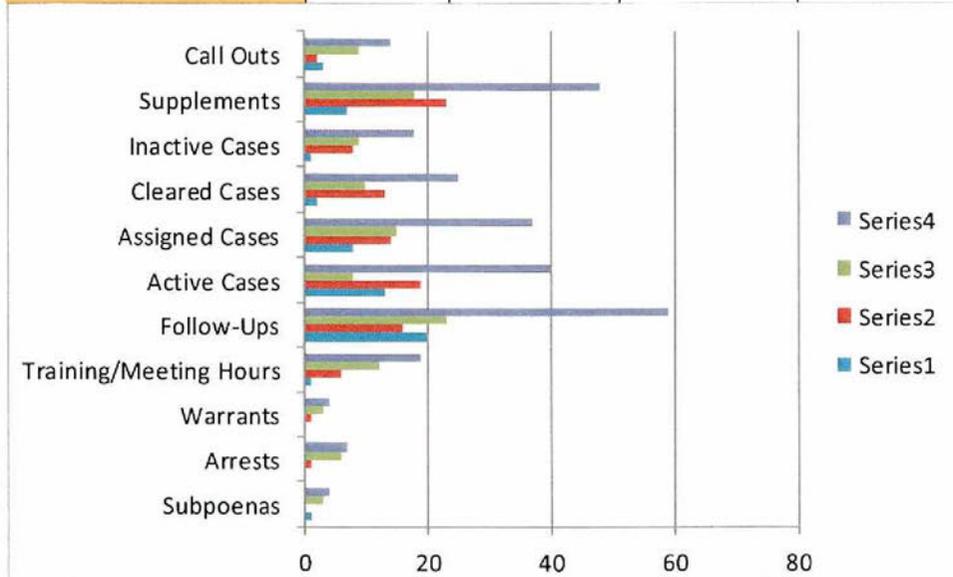
K-9 Unit

- K-9 Training Hours: 272
- Misdemeanor Arrests: 2
- Felony Arrests: 4
- Narcotic Searches: 19
- Activity Reports: 4
- K-9 Demonstrations: 0
- Schools Attended: K-9 Narcotic Certification.
- Additional Training Hours: 0
- Agency Assisted: Indian River County K-9 Training Hours: 410

Road Patrol and Special Operations have continued to professionally serve the community by patrolling the city in order to deter crime and maintain the community policing philosophy. Officers and sergeants maintain their skills by attending mandatory and advanced training throughout the year.

Detectives

Quarter 2	April	May	June	Totals
Subpoenas	1	0	3	4
Arrests	0	1	6	7
Warrants	0	1	3	4
Training/Meeting Hours	1	6	12	19
Follow-Ups	20	16	23	59
Active Cases	13	19	8	40
Assigned Cases	8	14	15	37
Cleared Cases	2	13	10	25
Inactive Cases	1	8	9	18
Supplements	7	23	18	48
Call Outs	3	2	9	14



Community Policing & Crime Prevention Officer

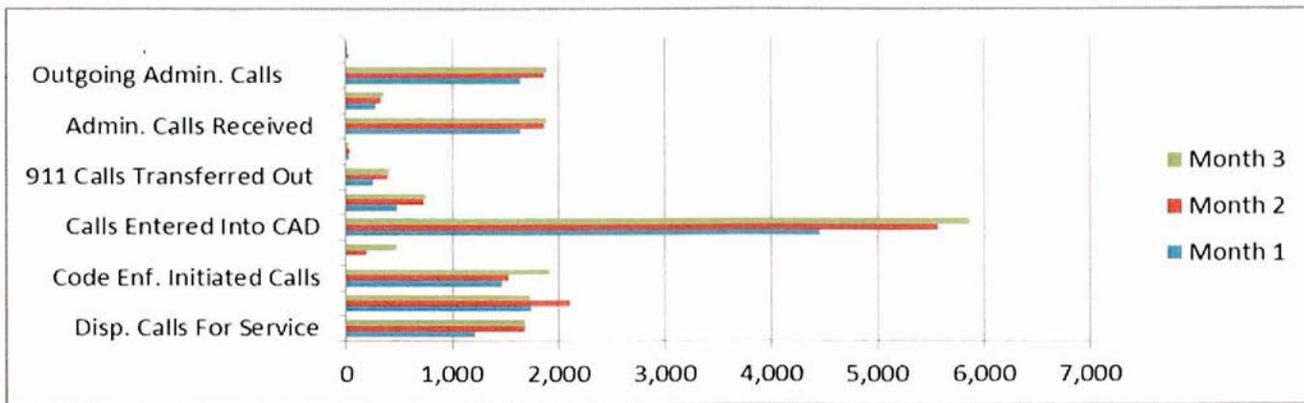
	April	May	June	TOTALS
SUBPOENAS	1	0	1	2
ARRESTS	2	1	0	3
WARRANTS	2	1	0	3
TRAINING/MEETINGS (hours)	4	10	8	26
FOLLOW-UPS	4	5	5	14
ACTIVE CASES	0	8	3	11
ASSIGNED CASES	4	5	5	14
CLEARED CASES	4	4	2	10
INACTIVE CASES	0	0	0	0
SUPPLEMENTS	7	10	9	26
SURVEILLANCE (HOURS)	15	15	20	50

COPE QUARTERLY REPORT

ACTIVITY	HOURS				
COMMUNITY EVENTS	0	Community Events: Honor Flight - 6 SO BBQ - 10 Bagged by Cops - 6 MLK Parade - 4 Read To Students - 3 Night to Shine - 6	Community Meetings zoom: Exchange Club -2 Rotary Club-2 EOC-2	Training and Schools: Crime prevention - 0 EOC - 0 Rifle - 0 Vehicle Operation - 0 FCPA Meeting - 0	In-Service Inst New hire - 2 Firearms - 0 Tactical Build - 0 Rifle - 0
AGENCY OUTREACH EVENTS	4				
COMMUNITY MEETINGS	6				
SCHOOL-RELATED EVENTS	0				
PUBLIC TRAINING CLASSES	0				
REGIONAL OUTREACH	0	Public Training Classes: S.A.F.E. Women Class -0	School Related Events: Pelican Island Elem- 0 Sebastian Elem-0 Sebastian Charter Jr-0	Admin & Research: Pension Board -2 Special Events -6 Monthly Chief's Brief Leadership Meeting SRO -0 Awards	Social Media Management: Facebook -6 Twitter Instagram Sebastian PD App TV Interviews PSA - 2 Radio-
SRO Coverage	2				
EXPLORER POST ACTIVITIES	6	Agency Outreach: Trailer - 4	Regional Outreach: Crime Stoppers -0		
TRAINING AND SCHOOLS	0				
IN-SERVICE INSTRUCTION	2	Explorer Post Activities: 6	SRO: - 32		
SOCIAL MEDIA MANAGEMENT	40				
ADMINISTRATION & RESEARCH	8				
ROAD PATROL COVERAGE	600				

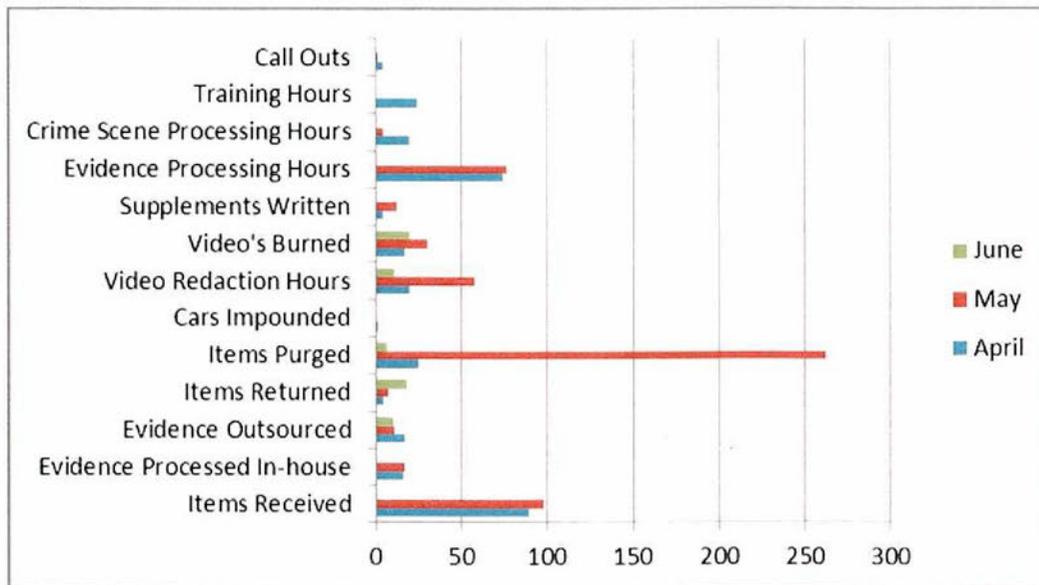
Communications Division

Quarter	April	May	June	Totals
Disp. Calls For Service	1,215	1,676	1,684	4,575
Officer Initiated Calls	1,738	2,104	1,735	5,577
Code Enf. Initiated Calls	1,459	1523	1,913	4,895
Volunteer Initiated Calls	0	189	486	675
Calls Entered Into CAD	4,451	5,570	5,864	15,885
911 Calls Received	483	736	757	1,976
911 Calls Transferred Out	249	395	408	1,052
911 Hang-up Calls	29	38	30	97
Admin. Calls Received	1,641	1,869	1,889	5,399
Admin. Calls Transferred	277	327	354	958
Outgoing Admin. Calls	1,641	1,869	1,889	5,399
Training/Meeting Hours	25	18	16	59



Crime Scene/Evidence

Quarter 2	April	May	June	Totals
Items Received	89	98	0	187
Evidence Processed In-house	16	17	0	33
Evidence Outsourced	17	11	10	38
Items Returned	4	7	18	29
Items Purged	25	262	6	293
Cars Impounded	1	0	0	1
Video Redaction Hours	20	58	11	89
Video's Burned	17	30	20	67
Supplements Written	4	12	0	16
Evidence Processing Hours	74	76	0	150
Crime Scene Processing Hours	20	4	0	24
Training Hours	24	0	0	24
Call Outs	4	1	0	5



Code Enforcement

Of the 4,925 code calls for the quarter the following is a breakdown of some specific calls made:

- Issued 1,128 written warnings. This range from grass and weeds too high, trailers parked in front of the property line, trash and debris, yard sale permits, overgrowth of adjoining lot, no permit for a fence install, etc.
- 84 property inspections for title companies and 71 sign violations.
- 752 Code Services.
- 814 re-inspections, 86 violations were not complied with, 66 were posted for abatement, 2 abated by vendors.
- 658 violations complied.
- 1 Lien filed, 10 liens released.
- 61 violation letters sent for various reasons such as grass and weeds too tall, trash and debris, overgrown lots, etc. to gain compliance.
- There were no calls for water violation during the third quarter.

Alarm Assessment

- \$240.00 in alarm permits (new and renew)
- \$0.00 in false alarms fines
- 126 alarm responses by officers, 57 of these were false.
- 14 New permits issued.

ROADS

Asphalt

- Filled various pothole complaints around town with cold patch as complaints come in.
- Unable to get hot mix due to covid-19 shutdowns.

Concrete

- Cut out and re-poured broken curb and gutter in South Easy St. community.
- Poured small pad around back flow preventer at golf course.
- Cut and re-poured two sections of broken sidewalk on Bailey Ave.
- Dug out and poured four concrete footers in various locations for speed radar signs installed by the sign shop.
- Formed and poured new walkways at Riverview Park with new walk bridge installations.
- Poured four headwalls near walk bridges at Riverview Park.
- Poured 40 headwalls for Stormwaters replacement project.
- Grinded trip hazard complaints along city sidewalks.

Miscellaneous

- Scraped road edge with skid steer along Bob Circle.
- Dug out old base in the sign shop parking lot.
- Hauled millings and installed new parking lot for sign shop.
- Milled parking spot at compound with crushed millings.
- Laid sod near walk bridges at Riverview Park.
- Repaired and replaced guard rail along Indian River Dr. near Riverview Park.
- Used front loader to grind debris at dump site in the airport.
- Edged and cleaned curb and gutter along powerline road and sidewalks.
- Installed new planks and rails to replace broken ones along city walk bridges.
- Pressure washed metal frames on city walk bridges.
- Built 20 forms for Stormwater headwalls project.
- Dug out Main St. boat ramp (2).
- Cleaned out back of building of Public Works compound.
- Stripped old grass and laid new sod at football fields and installed milling pads for new bleachers.
- Removed old bleachers from football fields.
- Advanced M.O.T Training.

Right of ways

- Mowed all city owned bridges and other right of ways multiple times.
- Mowed back side of Harbor lights hotel multiple times.
- Trimmed hedges along powerline road.
- Cut empty lot right of ways everyday with John Deere side arm tractor on south side of county road 512.

Sign Shop

- Signage and Installation.
 - Created; 71
 - Signs Installed: 62
 - Signs Straightened: 55
- Traffic Studies: 3
- GIS Location: 31
- Decals: 7
- **Pavement Markings**
 - Stop Bars: 102
 - Yellow Line Striping: 19,101 Ln ft.
 - White Line Striping: 16,080 Ln ft.
 - Parking Lots: 0
 - Cross Walks: 20
- **Special Projects**
 - Stop bar and crosswalk painting Section 1: (95% Completed).
 - City Bridges: (75% Completed).
 - Laconia St./Roseland Rd. Island: (10% Completed).
- **New Projects**
 - Parking Lot Painting River Front Park: (Complete).
 - Painting Barber St. from US1 to Bristol: (Complete).
 - Traffic Island Laconia and Roseland: (In Progress).
 - Paint Schumann Dr. US1 to Englar: (80% Complete).
 - Regulatory signs on Stonecrop St. for Stormwater : (In Progress).
- **M.O.T Special Events – 4**
- **School Light Issues – 0**
- **Citizen Request – 11 (1 open 10 closed).**
- **Work Orders – 38 (38 have been completed).**
- **Created Signs Breakdown.**
 - Street Signs: 10
 - Regulatory: 22
 - Warning: 13
 - Guide: 2
 - Wayfind: 0
 - Wildlife: 0
 - Park: 10
 - Golf Course: 0
 - Aviation: 1
 - Construction Zone Warning: 3

Facilities Maintenance

- Maintain City Flags.
- Maintain and monitor all lift stations.
- Monthly A/C maintenance all City Buildings.
- Assist with Splash pad operations.
- Daily Monitoring of City Marquees.
- Monthly monitoring and supplies AED Stations.
- Daily Maintenance and repairs City Buildings.
- Monitor Nash Janitorial.
- Art/Quilt: Install Ceiling fans.
- Senior Center: Convert Septic to Sewer.
- Community Center: Install 40 inch man door.
- Police Dept: Repaint Lobby and restrooms.
- City wide: Restroom Maintenance Log Sheet.
- Airport: A/C replacement Unit #4.
- City Hall: Install Diakin Mini Split MIS Server Room & replace Liebert A/C Unit #4A.
- Working Water Front: Replace Lift Station Pump.
- Football Field: Replace Lift Station Pump and Floats.
- Sports Complex: Resurface Re-coat restroom floors.
- City: Fire extinguisher recertification & Fire Protection Backflow testing.

Cemetery

- Pressure wash sidewalks.
- Cones and signs out for service.
- Paperwork.
- Graves ready for sod.
- Routine mowing, weed eating and edging.
- Show public cemetery property.
- Enhancements – Tru Green.
- Moratorium is still in effect.
- Burials - 6
- Cremations - 11
- Rain Gauge – 17.5
- Trim Trees.
- Dug cremation holes.
- Work on Survey Pins.
- Cleaned niches.
- Process plaque.
- Filled in low spots.
- Fixed irrigation all units.
- Covered existing well up on u5 expansion.

Construction Specialist

MIS

- Repairs throughout the city and ordering for upcoming projects.

Police Department

- Install electrical outlets & TV mounts.
- Install exterior lighting.
- Repair lot lighting.

Parks

- Lighting repair Hardee Park.
- Remove and rebuild bridges Riverside lighting, repair park.
- Yacht Club Pavilion, replace toilet seat.

Golf Course

- Install waterline (CH).
- Install waterline (CB).
- Install waterline (MB).
- Repair main water leak.

Airport

- Pad Lighting.
- Ballard Lighting.
- Brushfoot Lighting.

Fleet Management:

- The Fleet Management Staff completed 298 repair work orders, 47 preventive maintenance services 12 service calls and 0 road trips to pic up parts.
- In addition to in-house vehicle/equipment work orders, 15 vehicle and equipment repairs were scheduled and completed by outside vendor
- Fuel Cost as of July 2020 is as follows:
 - \$1.36 per gallon of gasoline increase .55 increase over the past 90 days.
 - \$1.39 per gallon of diesel fuel increase of .11% increase over the past 90 days.

LEISURE SERVICES

April 2020

- Maintain the area by trimming hedges and removing debris at US1, Shumann, medians, Bryant Ct., Park, Filbert Park, Friendship Park.
- Install banner at Barber St. Sports complex.
- Remove the tire swing from the playground at Filbert Park.
- Maintain the area by disinfecting the playground for the four main parks.
- Install closure signs for the playground at all of our parks.
- Install parking curbs at Riverview Park.
- Install mulch at Riverview Park City Hall, tennis courts at Friendship Park.
- Repair irrigation lines and fittings at dog park, City Hall, Barber St. Sports Complex.
- Pressure wash the picnic tables at Riverview Park.

LEISURE SERVICES (Continued)

- Inspect playgrounds at all of our parks.
- Repair pavers at tennis court at Friendship Court.
- Repaired the walking path at Friendship Park.
- Install sod at the Barber St. Sports Complex.

May 2020

- Remove graffiti at Filbert Park, Easy St. Park,
- Trim palm trees at medians,
- Install half of pallet at City Hall.
- Install bracket for exercise equipment at Hardy Park,
- Repair irrigation lines and fittings at Hardy Park, Friendship Park, Boys & Girls Club,
- Haul in two truckloads of mulch at the airport.
- Repair walkway and docks for the twin piers at Riverview Park.
- Repair the concrete wall at community center.
- Install new pieces of tiles for the kitchen area at the community center.
- Paint the back room at the community center.
- Repair fence at Filbert Park.
- Maintain the area by trimming tree branches at Hardee Park.
- Install chains to secure the benches at Hardee Park.
- Paint the storage rooms at community center.
- Maintain the area by removing old wax and cleaning the doors at the community center.

June 2020

- Repair irrigation lines and fittings at City Hall, Schumann medians.
- Install plants in the courtyard at City Hall.
- Install mulch at 512 medians, City Hall.
- Maintain area by disinfecting the playgrounds for all of our parks.
- Installed 3 pallets of sod at City Hall.
- Uprooting and removing shrubbery and bushes at Garden Club Park.
- Install the bricks at the Memorial Park.
- Install two pallets of sod on the football field at Barber St. Sports Complex.
- Installed borders at garden area at the Garden Club Park.
- Trim hedges in the medians.

Continue maintenance on all parks, median and incorporated areas. This involves mowing, edging, weed eating, trimming hedges, pulling weeds, emptying and picking up trash.

RECREATION

The Recreation Division – Continued city run programs.

STORMWATER DEPARTMENT

- Eric's Inspections: 463
- Armadillo Work: 1061 ft.
- Road Crossing Pipes: 6
- Swale pipes owned by city: 2
- Inspected all Stormwater retention/detention ponds.
- Inspected all structures/assets.
- Repaired various city Stormwater property: 4
- All Illicit discharge inspection forms on going swale work and paving :20 driveways 5000+ ft. of swale.
- Vac Truck cleared all baffle boxes River and Potomac.
- Contract mowers all R.O.W mowing and ditch mowing.
- Ditch cleaning : 3000+ ft.
- Slip lining of pipes: 4

- **Citizen Request Line**
 - **April 2020- 53 Requests:**
 - 24 Stormwater,
 - 11 Other
 - 16 Roads
 - 2 Parks
 - **May 2020 – 62 Request:**
 - 30 Stormwater
 - 21 Other
 - 9 Roads
 - 2 Parks
 - **June 2020-101 Requests:**
 - 58 Drainage
 - 16 Other
 - 19 Roads
 - 8 Parks

GOLF COURSE

• Revenue	19-20	18-19	Difference+/-
• 3rd Quarter Rev.	\$341,719	\$291,498	+\$50,221
• YTD Tot. Rev.	\$1,294,188	\$1,242,095	+\$52,093
• 3rd Quarter Rounds	14,545	11,602	+2,943
• YTD Tot. Rds.	41,523	38,711	+2,812
• 3rd Q. Green Fee	\$122,645	\$98,276	+\$24,369
• 3rd Q. Cart Fee	\$170,670	\$152,393	+\$18,277
• 3rd Q. Annual Member	\$1,733	\$1,168	+\$565
• YTD Ann. Mem.	\$101,540	\$96,305	+\$5,235
• 3rd Q. USGA Hdcp.	\$198	\$120	+\$78
• YTD USGA Hdcp.	\$5,390	\$4,940	+\$450
• 3rd Q. Disct. Card	\$561	\$281	+\$280
• YTD Disct. Cd.	\$32,338	\$32,151	+\$187
• 3rd Q. Driving Range	\$15,682	\$11,095	+\$4,587
• YTD Dr. Rge.	\$44,323	\$40,715	+\$3,608
• 3rd Q. Club Rental	\$309	\$776	-\$467
• 3rd Q. Club Storage	\$14	\$0	+\$14
• YTD CR & CS	\$4,966	\$5,705	-\$739
• 3rd Q. Golf Shop Retail	\$21,385	\$19,083	+\$2,302
• YTD Shop Retail	\$81,266	\$76,186	+\$5,080
• 3rd Q. PGA Pro Lesson	\$120	\$740	-\$620
• YTD Lesson	\$2,210	\$1,460	+\$750
• 3rd Q. Restaurant Rent	\$7,500	\$7,575	-\$75
• YTD Rest. Rent	\$22,501	\$19,922	+\$2,579
• 3rd Q. Rain amount	18.11"	9.93"	-8.99"

Comments: Increases in overall golf course revenue with green & cart fees, golf shop sales, driving range revenue and overall golf rounds all showing increased numbers when compared to 3rd quarter of Fiscal 18-19. All increases have been accomplished (even) with many Covid rules in place, including single use carts and spread-out tee times. Rain prevented even more revenue and round increases, as the majority fell in the month of June, which produced 8.36 inches.

- Charity, Corporate and special Golf Tournaments for the 3rd quarter were cancelled due to the Covid Pandemic. For the 4th quarter, the Indian River Airboat Association and Sebastian River High School Football have dates selected, all depending on the Covid Pandemic.
- Since the entire 3rd quarter was in the Covid Pandemic, many adjustments were made in order to safely keep the golf course open, all of which are still occurring. Highlights of the adjustments include single-use carts unless related & residing together, limit of 3 customers in golf shop at once, standing in designated locations and elimination of signing sales receipts. Regarding outside, bunker rakes have been removed and golfers are encouraged to putt without removing the flag stick, therefore; "no touch" of many items. Lastly, the golf carts are wiped-down after each use with germ-killing Covid-approved cleaner. Golf has proven to be a safe activity during the Covid pandemic and the game and fresh air certainly has helped many of our residents with their mental outlook during this trying time. The number of positive and thankful comments for remaining open was overwhelming.

GOLF COURSE (Continued)

- Bids for a tee construction project came in, with Express Reel Grinding of Vero Beach, FL selected as the contractor, providing the low-bid of \$14,285 for the project, which entails enlarging #3 & #15 tee and constructing a new tee on #10. The project will start in late July and will not impact golfer play.

AIRPORT

- Painted terminal building sidewalk lights.
- Refurbished terminal building sign.
- Pressure washed terminal buildings sidewalks.
- Routine landscape maintenance.
- Repaired gate 21 electrical issues.
- Sprayed & edged runways.
- Hangar C door leak repair.
- Installed new bush hog mower.
- Removed excessive trees/vegetation behind building maintenance shed.
- AP Website design.
- Pole 3 & 4 security camera repairs.
- Delivered pallets to Melbourne.

BUILDING DEPARTMENT

- In the third quarter of this fiscal year, a total of 33 new single-family homes were issued building permits. New single family residence permits have decreased by approximately 30%. Other permits of significance include 1 new manufactured home, 0 new commercial buildings, 0 commercial additions, 4 commercial alterations, 0 commercial build outs, 2 residential additions and 101 residential alterations. In all, 920 building permits were issued in the third quarter. Overall permitting in the third quarter has increased by 9%.
- Total number of inspections for the third quarter was 2634 for an average of 42 building inspections per working day. The number of inspections for the third quarter has decreased by 20%.
- The number of Certificates of Occupancy issued for the third quarter included 55 new single family residences, 1 manufactured home, 1 commercial certificate of occupancy, 1 commercial temporary certificate of occupancy and 0 commercial certificates of completion.
- The following lists the Business Tax Receipt activity for the third quarter: new businesses-19, renewals -16, transfers-1, duplicates 2, home based businesses-10, commercial businesses-9, insurance companies- 1 and solicitor registrations-0. There were 56 new Contractors registrations. In addition, there have been 21 requests for permit records on properties within the city from lien/title companies.
- The Building Department was faced with some challenges as the COVID 19 pandemic took hold of our State and Community. Steps were taken to allow construction and building department functions to continue. These steps included a drop box at our entrance to place completed applications and documents in, an attached locked mailbox is used for check deposits. A new web address; permits@cityofsebastian.org was created for submittals of completed applications. Payment notifications and any plan review comments are sent directly to the customers. Payments are made and accepted through the building department MGO program. We also unveiled our new video inspection program. The video inspections were designed to allow the contractor to video tape an inspection of an installation in a private residence once the work is completed, the video is then uploaded through the MGO program. This allowed the contractor and the Building Department to continue to provide inspection services in residences. This has been a win, win for the citizens, customers and the Building Department.



CITY COUNCIL AGENDA TRANSMITTAL

Council Meeting Date: August 26, 2020

Agenda Item Title: Public Transportation Grant Agreement Approval to Establish Sewer Utility Service Airport West Side at Sebastian Municipal Airport.

Recommendation: Council approval of Resolution R-20-14 and authorize City Manager to execute a Public Transportation Grant Agreement (PTGA) covering 80% of the projected \$1,000,000 cost to design and establish sewer services on the west side of the Sebastian Municipal Airport..

Background: Indian River County Utilities Division has plans to extend sewer force mains along Roseland Road adjacent to Sebastian Municipal Airport. Endeavoring to connect to the IRC sewer system, Airport Staff was successful in acquiring a grant from the Florida Department of Transportation – Aviation Division that will pay up to \$800,000 towards the estimated \$1,000,000 design and infrastructure cost to bring sewer utilities to the west side of the Airport. The funds will cover the cost of converting nine (9) existing septic systems to sewer service – in so doing reducing harmful Nitrogen discharges in the St. Sebastian River. These funds will also bring sewer infrastructure to other areas of the airport to help support future economic development.

This Agenda Item Requires the Following Expenditure of Funds:

Total Cost: \$1,000,000.00

Fund to Be Utilized for Appropriation:	FDOT 80%	\$ 800,000.00
	CITY 20%	\$ 200,000.00 < Source DST

Administrative Services Department Review: *Kenneth W. Tully*

City Attorney Review: *[Signature]*

Procurement Division Review, if required: N/A _____

Attachments:

1. Resolution R-20-14
2. PTGA for FM#447623-1-94-01

City Manager Authorization: *[Signature]*

Date: August 26, 2020

RESOLUTION NO. R-20-14

A RESOLUTION OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE ESTABLISHMENT OF SEWER UTILITY SERVICE AIRPORT WEST SIDE AT THE SEBASTIAN MUNICIPAL AIRPORT; PROVIDING FOR CONFLICT; PROVIDING SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the Florida Department of Transportation has extended a Public Transportation Grant Agreement (PTGA), FM Project Number 447623-1-94-01 to establish sewer utility service Airport west side at Sebastian Municipal Airport (SMA) providing for 80% of the actual project cost, project cost not to exceed \$1,000,000.00 and

Whereas, the City of Sebastian agrees to the conditions of such funding,

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SEBASTIAN, as follows:

Section 1. AUTHORIZATION. The City Manager is hereby authorized to execute said FDOT PUBLIC TRANSPORTATION GRANT AGREEMENT on behalf of the City.

Section 2. CONFLICTS. All resolutions or parts of resolutions in conflict are hereby repealed.

Section 3. SCRIVENER'S ERRORS. Sections of this resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of further action of City Council by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

The foregoing Resolution was moved for adoption by Council Member _____.

The motion was seconded by Council Member _____ and, upon put to a vote, the vote was as follows:

Mayor Ed Dodd _____

Vice Mayor Charles Mauti _____
Council Member Damien Gilliams _____
Council Member Jim Hill _____
Council Member Pamela Parris _____

The Mayor thereupon declared this resolution duly passed and adopted this
26th day of August 2020.

CITY OF SEBASTIAN, FLORIDA

Mayor Ed Dodd

ATTEST:

Jeanette Williams, City Clerk

Approved as to form and legality for
reliance by the City of Sebastian only:

Manny Anon, Jr., ESQ City Attorney

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 447623-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55042010429 Vendor Number: VF596000427008
Contract Number: CFDA Number: CFDA Title: CSFA Number: CSFA Title:	Federal Award Date: Agency DUNS Number: N/A N/A 55.004 Aviation Grant Program		

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Sebastian, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Establish Sewer Utility Service Airport West Side, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2022. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a. __ If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.
9. **Project Cost:**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

- a. The estimated total cost of the Project is \$1,000,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$800,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
 - b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d.** If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e.** If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
 - g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement.”

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Sebastian

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: Paul E. Carlisle

Name: Steven C Braun, P.E.

Title: City Manager

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Establish Sewer Utility Service Airport West Side

B. Project Location (limits, city, county, map): Sebastian Municipal Airport/Sebastian, FL/Indian River

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, drainage, installation of Sanitary Sewer Force Main, excavation; embankment; ground preparation; culvert installation; stormwater inlet improvements; sodding; seeding, signage, pavement improvements, including all materials, equipment, labor, tools, expendable equipment, transportation services, and all incidentals required to complete the Sewer Utility Service Airport West Side project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.



**Project = Bring Sewer
Utility Service to west
side of airport**

**Sebastian
Municipal Airport
X26**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
447623-1-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$800,000
447623-1-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$200,000
Total Financial Assistance							\$1,000,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$800,000	\$200,000	\$0	\$1,000,000	80.00	20.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$800,000	\$200,000	\$0	\$1,000,000			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Laurie McDermott

Department Grant Manager Name

Signature

Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Laurie McDermott (email: laurie.mcdermott@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ___.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

- b. Florida Administrative Code (FAC)**
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
 - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
 - Section 62-256.300, FAC, Open Burning, Prohibitions
 - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
- c. Local Government Requirements**
- Airport Zoning Ordinance
 - Local Comprehensive Plan
- d. Department Requirements**
- Eight Steps of Building a New Airport
 - Florida Airport Revenue Use Guide
 - Florida Aviation Project Handbook
 - Guidebook for Airport Master Planning
 - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
- FAA AC 70/7460-1, Obstruction Marking and Lighting
 - FAA AC 150/5300-13, Airport Design
 - FAA AC 150/5370-2, Operational Safety on Airports During Construction
 - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
- b. Local Government Requirements**
- Local Building Codes
 - Local Zoning Codes
- c. Department Requirements**
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
 - Manual on Uniform Traffic Control Devices
 - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
 - Standard Specifications for Construction of General Aviation Airports
 - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
 - National Environmental Policy of 1969
 - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
 - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
- b. Florida Requirements**
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
 - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
 - Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

24. Noise Mitigation Projects. The Agency assures that it will:

- a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

- b. **Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** \$800,000

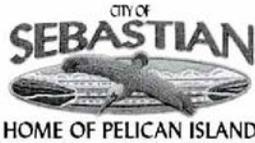
*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



CITY COUNCIL AGENDA TRANSMITTAL

Council Meeting Date: August 26, 2020

Agenda Item Title: Public Transportation Grant Agreement Approval for Square Hangar Site Design and Property Development at Sebastian Municipal Airport.

Recommendation: Council approval of Resolution R-20-15 and authorize City Manager to execute a Public Transportation Grant Agreement (PTGA) covering 80% of the projected \$277,516.00 cost to design and conduct Square Hangar site development work at Sebastian Municipal Airport.

Background: Sebastian Municipal Airport (SMA) lacks hangars large enough to hold general aviation aircraft with wide wing spans. Sometimes called "corporate hangars", these measure approximately 60' X 60' square. Airport Staff was successful in acquiring grant money from the Florida Department of Transportation to cover 80% of the estimated \$277,516 cost to design and install a parking lot, public restrooms, electricity, security lighting and fencing to host the future placement of twelve (12) Square Hangars. The master plan calls for the Airport to construct two (2) Square Hangars for lease to future businesses and provide site ready ground for private individuals and businesses to build their own hangar of a similar design on the remaining 10 spots. The Airport plans to charge an enhanced land lease rent for the site-ready plots. This project will bring needed revenue to the Airport's Operating Fund. Note: the Airport's construction of 2-Square Hangars will be covered by a separate, future grant.

This Agenda Item Requires the Following Expenditure of Funds:

Total Cost: \$277,516.00

Fund to Be Utilized for Appropriation:	FDOT 80%	\$ 222,013.00
	CITY 20%	\$ 55,503.00 < Source DST

Administrative Services Department Review: 

City Attorney Review: 

Procurement Division Review, if required: N/A _____

Attachments:

1. Resolution R-20-15
2. PTGA for FM#445948-1-94-01

City Manager Authorization: 

Date: August 26, 2020

RESOLUTION NO. R-20-15

A RESOLUTION OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR SQUARE HANGAR SITE ENGINEERING AND DEVELOPMENT AT THE SEBASTIAN MUNICIPAL AIRPORT; PROVIDING FOR CONFLICT; PROVIDING SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the Florida Department of Transportation has extended a Public Transportation Grant Agreement (PTGA), FM Project Number 445948-1-94-01 to complete square hangar site engineering and development at Sebastian Municipal Airport (SMA) providing for 80% of the actual project cost, project cost not to exceed \$277,516.00 and

Whereas, the City of Sebastian agrees to the conditions of such funding,

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SEBASTIAN, as follows:

Section 1. AUTHORIZATION. The City Manager is hereby authorized to execute said FDOT PUBLIC TRANSPORTATION GRANT AGREEMENT on behalf of the City.

Section 2. CONFLICTS. All resolutions or parts of resolutions in conflict are hereby repealed.

Section 3. SCRIVENER'S ERRORS. Sections of this resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of further action of City Council by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

The foregoing Resolution was moved for adoption by Council Member _____.

The motion was seconded by Council Member _____ and, upon put to a vote, the vote was as follows:

Mayor Ed Dodd _____

RESOLUTION 20-15
Page 2

Vice Mayor Charles Mauti _____
Council Member Damien Gilliams _____
Council Member Jim Hill _____
Council Member Pamela Parris _____

The Mayor thereupon declared this resolution duly passed and adopted this
26th day of August 2020.

CITY OF SEBASTIAN, FLORIDA

Mayor Ed Dodd

ATTEST:

Jeanette Williams, City Clerk

Approved as to form and legality for
reliance by the City of Sebastian only:

Manny Anon, Jr., ESQ City Attorney

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 445948-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55042010429 Vendor Number: VF596000427008
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency DUNS Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Sebastian, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in X26 Square Hangar Site Engineering and Development, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2022. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a. __ If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.
9. **Project Cost:**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

- a. The estimated total cost of the Project is \$277,516. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$222,013 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
 Travel expenses are NOT eligible for reimbursement under this Agreement.
 Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
 - b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d. If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e. If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
 - g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement.”

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Sebastian

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: Paul E. Carlisle

Name: Steven C Braun, P.E.

Title: City Manager

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): X26 Square Hangar Site Engineering and Development

B. Project Location (limits, city, county, map): Sebastian Municipal Airport/Sebastian, FL/Indian River

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the X26 Square Hangar Site Engineering and Development project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
445948-1-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$222,013
445948-1-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$55,503
Total Financial Assistance							\$277,516

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$222,013	\$55,503	\$0	\$277,516	80.00	20.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$222,013	\$55,503	\$0	\$277,516			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Laurie McDermott

Department Grant Manager Name

Signature

Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Laurie McDermott (email: laurie.mcdermott@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ___.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

- b. Florida Administrative Code (FAC)**
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
 - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
 - Section 62-256.300, FAC, Open Burning, Prohibitions
 - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
- c. Local Government Requirements**
- Airport Zoning Ordinance
 - Local Comprehensive Plan
- d. Department Requirements**
- Eight Steps of Building a New Airport
 - Florida Airport Revenue Use Guide
 - Florida Aviation Project Handbook
 - Guidebook for Airport Master Planning
 - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
- FAA AC 70/7460-1, Obstruction Marking and Lighting
 - FAA AC 150/5300-13, Airport Design
 - FAA AC 150/5370-2, Operational Safety on Airports During Construction
 - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
- b. Local Government Requirements**
- Local Building Codes
 - Local Zoning Codes
- c. Department Requirements**
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
 - Manual on Uniform Traffic Control Devices
 - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
 - Standard Specifications for Construction of General Aviation Airports
 - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
 - National Environmental Policy of 1969
 - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
 - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
- b. Florida Requirements**
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
 - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
 - Section 286.23, F.S., Public Business: Miscellaneous Provisions

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

24. Noise Mitigation Projects. The Agency assures that it will:

- a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

- b. **Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$222,013

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>