



**SEBASTIAN CITY COUNCIL
REGULAR MEETING
AGENDA
WEDNESDAY, SEPTEMBER 23, 2020 - 6:00 P.M.
CITY COUNCIL CHAMBERS
1225 MAIN STREET, SEBASTIAN, FLORIDA**

*ALL AGENDA ITEMS MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK
1225 MAIN STREET, SEBASTIAN, FLORIDA OR ON THE CITY WEBSITE*

Procedures for Public Input are on Back of Agenda

**Administration of Oath of Office to Newly Elected City Council Members
Fred Jones, Bob McPartlan, Christopher Nunn**

1. **CALL TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **ELECTION MATTERS** (Transmittal, Certificate)

20.102
pgs 5-7

- A. Reading of Certificate of Canvassing Board Returns Read by the City Attorney
- B. Call for Nominations for Vice Mayor - Clerk calls roll if more than one nomination

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.*

Brief Announcements

Census deadline is September 30th – Be counted at 2020census.gov or 844-330-2020

8. **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 8-20

- A. Approval of Minutes – August 26, 2020 Regular City Council Meeting

pgs 21-22

- B. Approval of Minutes – August 31, 2020 Special City Council Meeting

pgs 23-28

- C. Approval of Minutes – September 9, 2020 Regular City Council Meeting

9. **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 29-49
- A. Natural Resources Board (Transmittal, Applications, Ad, List)
i. Interview, Unless Waived, Submit Nominations for One Unexpired, Regular Member Term
- 20.103
pgs 50-61
- B. Indian River County and Regional Boards/Committee Assignments (Transmittal, List, Info)
- 20.104
pgs 62-63
- C. Indian River County Commission Monthly Meeting Monitoring (Transmittal, Remaining 2020 Schedule)

10. **PUBLIC HEARINGS** - None

11. **UNFINISHED BUSINESS**

12. **PUBLIC INPUT**

New information or requests to City Council not otherwise on the prepared agenda

13. **NEW BUSINESS**

- 20.105
pgs 64-82
- A. Award Agreement to Ferreira Construction Southern Division Co., Inc. (ITB #20-07) for Fisherman's Landing Shoreline and Parking Improvements in the Amount Not to Exceed \$562,000 and Authorize the City Manager to Execute the Appropriate Documents (Transmittal, Bid Tab, Submittal, Ref Checks, Agreement)

14. **CITY ATTORNEY MATTERS**

15. **CITY MANAGER MATTERS**

16. **CITY CLERK MATTERS**

17. **CITY COUNCIL MATTERS**

- A. Council Member Fred Jones
B. Council Member Bob McPartlan
C. Council Member Chris Nunn
D. Council Member Jim Hill
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)*



HEARING LOOP INSTALLED. SWITCH HEARING AID TO T-COIL.

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

All City Council Meetings are aired live on Comcast Channel 25, ATT UVerse Channel 99 and streamed on City of Sebastian Website www.cityofsebastian.org.

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 GARY HURST AT 388-8251 GHURST@CITYOFSEBASTIAN.ORG AT LEAST 48 HOURS IN ADVANCE OF THIS MEETING.

Future Council Meeting Dates:

September 28, 2020 Final Budget Hearing – Special City Council Meeting

October 14, 2020 Regular City Council Meeting

November 18, 2020 Regular City Council Meeting

December 9, 2020 Regular City Council Meeting

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**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.

## ZOOM PARTICIPATION

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86781676056>

Or iPhone one-tap :

US: +13017158592,,86781676056# or +13126266799,,86781676056#

Or Telephone:

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

US: +1 301 715 8592 or +1 312 626 6799 or +1 929 436 2866 or

+1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833

Webinar ID: 867 8167 6056

International numbers available:

<https://us02web.zoom.us/j/86781676056>



## CITY COUNCIL AGENDA TRANSMITTAL

**Council Meeting Date:** September 23, 2020

**Agenda Item Title:**

- 1) Administer Oath of Office – New City Council Members
- 2) Reading of Results of Sebastian Canvassing Board Certification
- 3) Elect Vice Mayor

**Recommendation:** The City Clerk will swear in newly elected City Council Members just prior to the meeting opening and new members will take their places at the dais. Mayor Dodd will call meeting to order followed by a moment of silence and the Pledge of Allegiance.

The first order of business will be the reading of Sebastian's election results by the City Attorney.

The next order of business will be the election of Vice Mayor.

Mayor Dodd will call for nominations for Vice Mayor. If there is only one nomination, that person is appointed Vice Mayor. If there is more than one nomination, the City Clerk will call the name of each member of Council and each will name their choice. The first nominee receiving a majority vote of Council will be appointed Vice Mayor until the next annual election.

Members may move seats at this time to accommodate new officers.

**Attachments:** Official Results Certificate

City Clerk Authorization: J Williams  
Date: 9-17-2020

**CERTIFICATE OF CANVASSING BOARD**  
**OFFICIAL RETURNS**

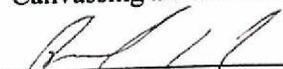
**CITY OF SEBASTIAN**  
**INDIAN RIVER COUNTY, FLORIDA**

We, the undersigned, Jeanette Williams, City Clerk, Paul E. Carlisle, City Manager, and Manny Anon, Jr., City Attorney, constituting the Board of Municipal Canvassers for the City of Sebastian, do hereby certify that we met on the 17<sup>th</sup> day of September, 2020 A.D., and proceeded publicly to canvass the votes given for the office and persons herein specified at the **City of Sebastian Recall Election** held on the 15<sup>th</sup> day of September, 2020 A.D., as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

|                                                   |          |              |       |
|---------------------------------------------------|----------|--------------|-------|
| Damien Gilliams should be removed from office     | RECEIVED | <u>5,921</u> | VOTES |
| Damien Gilliams should not be removed from office | RECEIVED | <u>425</u>   | VOTES |
| Charles Mauti should be removed from office       | RECEIVED | <u>5,781</u> | VOTES |
| Charles Mauti should not be removed from office   | RECEIVED | <u>537</u>   | VOTES |
| Pamela Parris should be removed from office       | RECEIVED | <u>5,936</u> | VOTES |
| Pamela Parris should not be removed from office   | RECEIVED | <u>397</u>   | VOTES |

We certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.

  
\_\_\_\_\_  
Jeanette Williams, City Clerk  
Canvassing Board Member

  
\_\_\_\_\_  
Paul E. Carlisle, City Manager  
Canvassing Board Member

*Manny Anon, Jr.*  
\_\_\_\_\_  
Manny Anon, Jr., City Attorney  
Canvassing Board Member

September 17, 2020

**CERTIFICATE OF CANVASSING BOARD**  
**OFFICIAL RETURNS**

**CITY OF SEBASTIAN**  
**INDIAN RIVER COUNTY, FLORIDA**

We, the undersigned, Jeanette Williams, City Clerk, Paul E. Carlisle, City Manager, and Manny Anon, Jr., City Attorney, constituting the Board of Municipal Canvassers for the City of Sebastian, do hereby certify that we met on the 17<sup>th</sup> day of September, 2020 A.D., and proceeded publicly to canvass the votes given for the office and persons herein specified at the **City of Sebastian Recall Election** held on the 15<sup>th</sup> day of September, 2020 A.D., as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For (One Year Term) **City Council Member Term**, the whole number of ballots cast was 6,401, of which number

(VOTE FOR NO MORE THAN THREE)

|                         |          |              |       |
|-------------------------|----------|--------------|-------|
| Bill Flynn              | RECEIVED | <u>2,058</u> | VOTES |
| Fred Jones              | RECEIVED | <u>2,233</u> | VOTES |
| Louise Kautenburg       | RECEIVED | <u>1,376</u> | VOTES |
| Linda Kinchen           | RECEIVED | <u>1,452</u> | VOTES |
| Sherrie Matthews        | RECEIVED | <u>2,117</u> | VOTES |
| Bob McPartlan           | RECEIVED | <u>2,427</u> | VOTES |
| Dave Newhart            | RECEIVED | <u>1,939</u> | VOTES |
| Christopher Robert Nunn | RECEIVED | <u>2,792</u> | VOTES |

We certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.

  
\_\_\_\_\_  
Jeanette Williams, City Clerk  
Canvassing Board Member

  
\_\_\_\_\_  
Paul E. Carlisle, City Manager  
Canvassing Board Member  
*Manny Anon, Jr.*

\_\_\_\_\_  
Manny Anon, Jr., City Attorney  
Canvassing Board Member



**SEBASTIAN CITY COUNCIL  
REGULAR MEETING  
MINUTES  
WEDNESDAY, AUGUST 26, 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. Cantor Sara Kheel, Temple Beth Shalom, gave the invocation.
3. Vice Mayor Mauti 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 (via Zoom 6:23 pm)

**City Staff Present:**

City Manager Paul Carlisle  
City Attorney Manny Anon, Jr.  
City Clerk Jeanette Williams  
CFO/Administrative Services Director Ken Killgore  
Airport Director Scott Baker  
Community Development Director/CRA Manager Lisa Frazier  
Deputy Police Chief Greg Witt

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

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

Mayor Dodd read and presented the proclamation to Ms. Siegfried who reported the need for food has increased 200% since the pandemic. She invited the public to acquire more information at <https://stophunger.org>.

**Brief Announcements**

*September 5<sup>th</sup> - Fireworks Over the Lagoon – 8:30 p.m.*

Mayor Dodd invited the public to the fireworks presentation scheduled for September 5<sup>th</sup>.

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

20.003 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.

Mayor Dodd opened the public hearing at 6:08 p.m. and the City Attorney read the title of Resolution No. R-20-16.

The Community Development Director said an amendment to the 2020 Action Plan was required to receive the additional \$74,000 from the CARES Act.

Corbett Alday, Guardian Resource Management, said this CDGB public hearing was to receive public input on the amendment to the action plan. He described how the money can be used to benefit low to moderate income people. He displayed a PowerPoint presentation. (See attached) He said the City's two eligible elements included affordable housing and public facilities, which in this case would be the sidewalk replacement underway in the CRA District.

Louise Kautenburg said she was happy to see this as many homes in the Schumann area were built in the 70's and 80's and they have Union Pacific electrical boxes which are a safety hazard.

In response to Council Member Gilliams, Mr. Alday explained the administrative fees included monitoring all aspects of the program in compliance with the HUD guidelines.

The Community Development Director said the previous City Council wanted to include public facility infrastructure improvements, housing, safety aspects, and parks in the Five Year Consolidated Plan. In addition, the previous Council adopted an Annual Action Plan that included improvements to the North Central Sidewalk Program which is part of a pedestrian loop that has a far reaching effect for the community.

She said the additional CARES Act money would go towards housing for the seniors, disabled, and veterans. She also said the work would be done by contractors and the Building Department would ensure the work is done to the code.

Mayor Dodd stated there would be an orientation tomorrow for any contractors who might be interested in being on the list as well as for homeowners that might need assistance.

The Community Development Director stated her department would be taking in the applications.

MOTION by Council Member Hill and SECOND by Mayor Dodd to approve the amended CDBG Action Plan for FY19/20 through the adoption of Resolution No. R-20-16.

Mr. Alday stated the CDBG program was not affiliated with the SHIP Program.

20.003 The Community Development Direct formally announced that CDBG funding was 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; and contractors interested in bidding to provide the home improvement services should be registered with the City.

9. **CONSENT AGENDA**

- A. Approval of Minutes - June 24, 2020 Regular City Council Meeting
- B. Approval of Minutes - July 1, 2020 Special City Council Meeting
- C. Approval of Minutes - July 7, 2020 Special City Council Meeting
- D. Approval of Minutes - July 8, 2020 Regular City Council Meeting
- E. Approval of Minutes – July 13, 2020 Special City Council Meeting
- F. Approval of Minutes - July 22, 2020 Special & Regular City Council Meeting

20.094 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)

MOTION by Council Member Hill and SECOND by Mayor Dodd to approve Consent Agenda Items A – G.

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

Motion carried. 4-1

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.*

Council Member Gilliams reported that he attended the Affordable Housing Committee earlier in the day where he learned there is additional CARES Act funding for those who need assistance in paying rent as well those paying a mortgage. More information could be obtained from the Indian River County website.

He noted the United Way and the Florida Housing Finance Corporation also have funding available.

In the mid-County region, Council Member Gilliams said the County has purchased a piece of property to put up 55 single family homes for low and medium income individuals.

He also reported that at the August County Commission Meeting, the Economic Development Council stated there is a revolving loan available for businesses from the Treasure Coast Regional Planning Council.

20.049 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. Fill One Expired, Alternate Member Position – New Term to Expire July 1, 2023

MOTION by Council Member Hill and SECOND by Council Member Parris to appoint Nicole Mosblech, Charles Stadelman, and Thomas Carrano to the regular member positions; and Marcus Bradley to the alternate member position passed with a voice vote of 5-0.

11. **UNFINISHED BUSINESS**

20.002 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](http://public.cityofsebastian.org/PDFs/2021Budget/20200624_DraftBudgetBook.pdf))

The Chief Financial Officer displayed a PowerPoint presentation with an update to the general fund budget and revenues that he presented on July 22<sup>nd</sup>.

For the FY20/21 draft budget, he explained there would be no changes in personnel; operating expenses would decrease by \$161,000, capital spending would decrease by \$125,000 there would be \$4,691 less to transfer to other funds. Overall the draft budget would decrease \$302,408 in the next fiscal year.

He spoke on the revenue assumptions noting that the City should be cautious as they enter into next year given the coronavirus. He went over the enterprise and special revenue funds and briefly described some of the planned projects by the departments.

On slide 21, he outlined the effect of a 3.1514 vs. 2.9399 millage rate increase on a \$250,000 home. On slides 23 to 26, he outlined other considerations for Council to consider. He noted if the budget needed to be modified, it would likely result in a reduction of services.

He said the City is balanced with a budget of 2.9399, if any concerns happen they may want to consider the 3.1514 millage rate but they didn't have to make a decision until September 14<sup>th</sup> with the second budget hearing to be scheduled within 15 days of the TRIM notice.

Public Input

Andrea Ring asked Council to make the taxes as low as possible for those not making money.

Council Member Hill said he will always get the millage rate as low as he possibly can but is the first time in 16 years that they have so many things hanging out there where we don't know what is going to happen. He said he is looking to keep taxes as low as they possibly can while still looking out for the City.  
Vice Mayor Mauti commended the CFO.

In response to Council Member Gilliams, the CFO explained:

- the \$700,000 from the Building Fund was for improvements to the Golf Course Restaurant*
- the administrative assistant position for the Building Department is to be full-time*
- the \$176,000 local option gas tax will pay for road/street equipment such as a front end loader, sidewalks, school zone lights*
- \$146,000 for the 2002 bond issue was to resurface roads*
- discretionary sales tax will purchase ten police vehicles*
- local option gas tax and DST funds will pay to repair/reconstruct roads*
- the matching funds for Hangar D will come from DST funds*
- \$500,000 is allocated for the parking lot and sea wall and maintain Crabby Bills in the Working Waterfront*
- as each park is upgraded, handicapped equipment will be added*
- the Stormwater Utility Fund will pay for multi heads for the excavators for manual vegetation removal*
- the stormwater utility debt is to continue paying for the Collier Creek seawalls*
- the Stormwater Master Plan will show what needs to be done and help with FEMA and federal funding*

Council Member Gilliams said he was disturbed with the 12% increase in taxes; they should take a leadership role and cut where they can cut.

Mayor Dodd said for three years now they have hit or met rolled-back but this year it won't be possible. He said they should look at 2.9399 to see if they can meet all of their obligations. He thanked the CFO for doing a good job with managing the money.

12. **PUBLIC INPUT**

7:33 pm

Mayor Dodd reminded the public that there is an election coming up and asked everyone not to campaign.

Frank Nolan, Barber Street, said he was thrilled that the CARES Act funding would help the elderly, disabled and veterans.

Russell Herrmann, 586 Redwood Court, said most of the annexation speakers were asking for a slow-down in the process to receive more information; the judicial panel found the annexation seriously wanting. He said the three new council members have been harassed by the recall group.

Mayor Dodd asked Mr. Herrmann not to get into the campaign realm. Council Member Gilliams asked for a Point of Order. Mr. Herrmann continued to say the water quality issue and lack of transparent government have not provided for enough progress.

Kathy Cline, Sebastian, said the contact information for each member is listed in the Sunday paper to find out how they stand on the issues. She will vote to retain Charles Mauti.

The City Attorney noted Ms. Cline began to campaign (which is prohibited) but she moved on.

Michelle Morris said she did write to Vice Mayor Mauti but never heard back from him. She said the facts are the facts, the recall group is concerned with the community, three council members have been charged--two criminally along with two civil infractions.

Patricia Mandrel said the City is in turmoil because there is a recall movement to overturn three candidates who won the November election fairly.

Mayor Dodd advised that Ms. Mandrel was crossing the boundary.

Council Member Gilliams called for a Point of Order stating he would be happy to listen to the recall group speak if Mayor Dodd let all comments be heard. Mayor Dodd announced there would be a donnybrook allowing everyone to speak.

Mayor Dodd called for a break at 7:48 p.m. and reconvened the meeting at 7:58 p.m. All members were present.

Council Member Hill cited Resolution No. R-20-02, Section 3:

*Certain Remarks Prohibited. Personal, impertinent, and slanderous remarks, political campaigning and applauding are not permitted and may result in sanctions imposed by the Chair including expulsion from the meeting. Decisions by the Chair may be appealed in accordance with Section 3 above.*

and asked Mayor Dodd to have the majority of Council overrule him if he chose to gavel a speaker.

Patricia Mandrel continued to say that a lot of her comments are in regard the recall and agreed to let Mayor Dodd stop her if her comments led to influencing people to vote one way or the other. She asked the public to get the other side of the story before voting because the very person that has their best interest in mind, Charlie Mauti, is being recalled.

Mayor Dodd advised her that she has moved into the campaigning mode.

Council Member Gilliams called for a Point of Order claiming that Mayor Dodd had violated the rules.

The City Attorney advised that Mayor Dodd had not violated the rules--Council can vote to suspend the rules--but Ms. Mandrel had crossed the line into campaigning.

Council Member Gilliams stated he wanted Ms. Mandrel to continue with her speech. The City Attorney said he would speak up if he heard Ms. Mandrel cross into campaigning.

Mayor Dodd said the thing he was trying to do was not spend time campaigning in the public arena.

Vice Mayor Mauti asked Ms. Mandrel to continue but refrain from commenting on the election.

Patricia Mandrel said last November she was one of the 45 people who addressed council in opposition on the annexation, the people voted those council members out which is how democracy works. She asked the citizens if they wanted poisons in their waterways, do they want Sebastian to be Pt. St. Lucie North, and continue to be ignored by Council.

Mayor Dodd advised her that in 2018 he proposed that the City stop using glyphosate and began the development of the Integrated Pest Management Plan so it was incorrect for her to say that he was in favor of spraying poisons. Ms. Mandrel's speaking time had expired at this point.

Christopher Nunn thanked the CFO for the wonderful budget presentation and asked the public to pay attention to how long the Council meetings are lasting and how little is getting done.

Clesson Hammond, Columbus Street, said everyone should be held responsible for what they have said.

Patricia Mandel read a letter from Carolyn Sartain-Anderson outlining disability accessibility requests the City's buildings. (See attached)

Bill Flynn, Main Street, said the recall group was started because of the illegal actions of three council members. He is aware that employees in this building are in fear of their lives because certain members have a propensity for violence and threats. He suggested there should be a metal detector at the entranceway.

Andrea Ring, 407 Quarry Lane, said there are many fire hazards in the older houses (as mentioned by Ms. Kautenburg). Mayor Dodd said part of the CARES Act program might include having contractors check those homes.

She said former City Engineer, Frank Watanabe, said he was going to make sure nothing was going to live in the canal system. In regard to the people who keep calling her they need to pay attention and get out to vote.

Vera Render, 852 Mulberry Street, said the budget should be increased as opposed to taking from the \$5M reserve. She said she was an informed resident and she was tired of people saying she was uneducated because they disagreed with her opinion. She invited the public to the candidate's forum tomorrow night to hear it from the candidates themselves.

#### Zoom Input

8:32 pm

Jason Miller, Sebastian, said he had a beautification issue at the corner of CR512 and US1.

Michelle Cambridge, Sebastian, said Mayor Dodd was doing a great job and thanked the CFO for the great budget presentation. She asked that certain members stop questioning the cost of projects and when there are lawsuits going on. She encouraged the citizens to look at how the City has changed since the November election.

Vicky Turner said she wanted to refute a former speaker who said people were coerced in signing the recall petitions; she worked on the committee and at no time were people coerced into signing.

Bob Stephen 150 Concha Drive, asked why the City was contracting with west coast businesses when there are businesses in Sebastian that need work.

Joe Scozzari, 1401 Thornhill Lane, said the former speaker who spoke on shorter meetings noted they don't work when it comes to the budget.

Cathy Clark, Sebastian, said she is receiving warnings for culverts that don't line up along her street. She noted the armadillo machine came through but it isn't helping the water flow which is backed up even more.

She also noted there isn't any handicapped accessible equipment in the parks at the moment for the children. Mayor Dodd asked her to call the City Manager personally.

13. **NEW BUSINESS**

- 20.051 A. Resolution No. R-20-13 – Accepting the 3<sup>rd</sup> 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.

The CFO said each quarter staff comes to Council with the adjustments; there are no additional adjustments that need approval at this time. He said the reserve fund is slightly below \$5M because of the decreased revenues the City has not received because of pandemic. He briefly outlined the fund summaries.

The City Attorney read the title of Resolution No. R-20-03.

Council Member Gilliams cited the number of hours the police volunteers give to the community and noted a citizens academy would help get people educated with their government.

MOTION by Council Member Hill and SECOND by Vice Mayor Mauti to approve Resolution No. R-20-13 passed with a unanimous voice vote of 5-0.

- 20.096 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.

The City Attorney read the title of Resolution No. R-20-14. The City Manager said this was to expand the sewer system line along the west end of the airport that will help make the airport more economically feasible.

MOTION by Council Member Hill and SECOND by Council Member Gilliams to approve Resolution No. R-20-14

Council Member Gilliams suggested that the County provide future matches for sewer improvements.

Council Member Hill noted the importance of installing the sewer system with regard to the development of the airport.

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

20.097 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.

The City Attorney read the title of Resolution No. R-20-15. The City Manager said this was in furtherance of the Airport Master Plan which will bring general aviation into the airport.

MOTION by Council Member Hill and SECOND by Council Member Gilliams to approve Resolution No. R-20-15.

Council Member Gilliams commended the Airport Director and City Manager for receiving this money.

Council Member Hill thanked the Airport Director because this too, is important for the west side of the airport. Mayor Dodd noted since the City won't be annexing anybody on that side, it could be considered the City's commercial development area that will enhance the economy and bring jobs.

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

14. **CITY ATTORNEY MATTERS** - None

15. **CITY MANAGER MATTERS**

9:01 p.m.

The City Manager asked everyone to keep Louisiana and Texas in our thoughts because Hurricane Laura was heading towards them tonight as a category 5 hurricane.

He reported that there is still money available for businesses and their employees from the CARES Act. He said that he and the CFO were looking into expending some of the funds to assist those in foreclosure.

Mayor Dodd asked if a membership club was eligible such as the Italian American Club. The City Manager suggested that they should apply.

Council Member Parris said businesses are having trouble entering information on-line to apply for this grant. The City Manager asked her to let the businesses contact him directly for assistance.

16. **CITY CLERK MATTERS** - None

17. **CITY COUNCIL MATTERS**

A. Vice Mayor Mauti asked to go back in time stating his wasn't sure misinformation was presented by the council members. He read a three page letter into the record. (See attached)

There was no objection to a MOTION by Mayor Dodd and SECOND by Council Member Gilliams to extend the meeting to 10:00 p.m.

B. Council Member Gilliams said if the recall group waited one more day to turn in the petitions, the City could have saved \$40,000 and held the recall election with the November 3 general election.

He said the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) has been called to his business five times when all they had to do was pick up the phone to ask about his food license.

He noted the qualifying period was open for the November 3, 2020 General Election.

As a business owner, he said that he did receive a \$5,000 grant from the CARES Act and wanted the community to know that he has paid his taxes.

He said the meeting that was held on April 22 was scheduled twice, the City Manager said he was entitled to the meeting, it was in the chambers and recorded but everyone is calling him a convicted felon in regard to the meeting. He found it disturbing that the *Sebastian Daily* was helping two members get on the dais. He said he didn't receive an invitation to the *Sebastian Daily's* candidate's forum scheduled for the following night. He thanked Larry Riesman for inviting him to the September 3 *Press Journal* candidate interview.

He asked the City Manager to figure out a plan to help those in the community who are losing their jobs and sleeping in their cars by getting local engineers together to put something together like a small tent city on the airport property where the people can be processed and given something to eat.

He said Michelle Morris was incorrect in stating the April 22 was illegal meeting. In addition, he noted that he has a liquor license, real estate company, and property management company which cannot be owned by convicted felons so he asked that people quit slandering him.

He said he welcomed Mr. Bass with the Graves Brothers Company to come back to Sebastian to be annexed and suggested that the City Manager waive the application fees.

9:25 pm

C. Council Member Hill stated if they didn't have Council Members violating the law, they wouldn't be having a special election that is costing \$40,000.

He said on July 22, 2020 City Council approved Resolution No. R-20-10, outlining the COVID-19 Recovery and Stimulus Plan application process and submittal to the County for pre-approval. He noted the last paragraph of the agenda transmittal stated, "assuming pre-approved by Indian River County, staff will quickly advertise availability and promptly accept applications and issue checks on a first come, first serve basis." There were two changes by Council to the application that evening. There was a citizen that asked what the time frame was that businesses could apply to which Mayor Dodd indicated there would be no applications until it was applied for to the County and advertised by the City Manager. Damien Gilliams voted yes. Council Member Hill read:

F.S.112.3143(3)(a) No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(2); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer. Such public officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

He clarified if one of the Council Members were going to vote on something and there's a possibility that they will benefit financially, prior to the vote publicly state the nature of the Council Member's interest in the matter, then they have to abstain, let the attorney know, and file a memorandum with City Clerk within 15 days of the vote. He also read:

F.S. 112.313(6) No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. This section shall not be construed to conflict with s. 104.31.

He clarified if a Council Member has an agenda that isn't public yet, they can make copies of the agenda and distribute it for the benefit of himself and others. He also read:

F.S. 112.313(8) A current or former public officer, employee of an agency, or local government attorney may not disclose or use information not available to members of the general public and gained by reason of his or her official position, except for information relating exclusively to governmental practices, for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

He said he was glad that Council Member Gilliams received his five thousand dollars but he believed all three statutes were violated and asked the Mayor, at direction of Council, draft a letter to Commission on Ethics asking for their opinion on the violation of the three statutes by Council Member Gilliams and ask them to impose any penalty they see fit.

Mayor Dodd asked Council if there is a sense of Council to ask the City Attorney to develop a legal opinion on this issue.

The City Attorney advised since he represents all members of Council, if they wanted to direct him to draft something to the Commission it would be better than an opinion coming from him.

Mayor Dodd asked the members if they would like the Attorney to request an opinion from the Commission on Ethics:

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

There was unanimous consent to request an opinion.

The City Clerk stated that Council Member Gilliams did file a depository statement to receive contributions and make expenditures to retain his seat in the recall effort.

D. In response to Ms. Morris' comment that she does not hear from certain members, Council Member Parris stated prior to sitting on Council, she did not receive responses from Council Member Hill.

Council Member Parris incorrectly thought that Council Member Hill worked for the Sebastian Municipal Golf Course or the company that manages the Golf Course, International Golf Maintenance.

Council Member Parris asked why the Planning and Zoning Commission was asked if they approved the Public Works Facility. The City Manager said it wasn't approval but if the building fit into the Comprehensive Plan from a planning prospective.

She suggested they use some of the CARES Act for the homeless.

E. Mayor Dodd apologized for outburst but he gets sensitive when someone calls him a liar and misinterprets his intentions.

He said he did meet with Carolyn Anderson and another individual who stated the City had to bring every building in the City up to the 2010 ADA Code which is not a correct statement.

At the meeting, he and the City Manager were being told that the City had to spend hundreds of thousands which is not required unless modifications for repairs or a replacement is planned.

At the meeting they agreed that adding push button doors on City Hall and the Police Department would be valid but they were not willing to reconstitute the Disabilities Advisory Committee, which was sunset by City Council, with that individual in charge who believes that hundreds of thousands of dollars are needed to be spent to meet Code which the City doesn't have to meet.

Mayor Dodd said he was not opposed to Council Member Gilliams applying for the grant but it was improper for him to apply prior to the City receiving approval from the County.

In regard to the annexation comments, he noted the only thing the judicial panel could find wrong was the absent five acres in the map published prior to the public hearing. He noted the panel did not find the procedures violated, each side was given ample time to present their case, including Mr. Bass. He also said he and the previous Council was aware that the annexation agreement provided for the attorney's fees to be paid by the applicant if there was a challenge. He said it was disjointed and discourteous for people to continue with the fallacy that started last August—the annexation is done. Even though the Vice Mayor used his name, he was not aware of who put out the number of houses the annexation would bring.

Mayor Dodd said on April 22 of this year, three council members held a meeting illegally, it's that simple and anybody that doesn't believe that was the case is not looking at the facts as he was present. He was hoping they could get past the bickering and move-on with business, it bothers him that people use his name with untruths and misrepresenting the facts.

18. Being no further business Mayor Dodd adjourned the Regular City Council Meeting at 9:47 p.m.

*Approved at the September 23, 2020 Regular City Council Meeting*

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*Mayor Ed Dodd*

ATTEST:

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*Jeanette Williams, MMC – City Clerk*



**SEBASTIAN CITY COUNCIL  
SPECIAL MEETING  
MINUTES  
MONDAY, AUGUST 31, 2020 5:00 PM  
CITY COUNCIL CHAMBERS  
1225 MAIN STREET, SEBASTIAN, FLORIDA**

**CALLED BY VICE MAYOR MAUTI  
EXPENDITURE OF FUNDS FOR RECALL ELECTION**

1. Mayor Dodd called the Special 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  
Council Member Pamela Parris (via Zoom)

City Staff Present:

City Manager Paul Carlisle  
City Attorney Manny Anon, Jr.  
City Clerk Jeanette Williams  
Deputy Police Chief Greg Witt  
Police Lieutenant Tim Wood

4. **EXPENDITURE OF FUNDS FOR RECALL ELECTION**  
*(In accordance with R-20-02, public input is limited to the item on the agenda.)*

Mayor Dodd noted there is another meeting scheduled in the chambers for 6:00 p.m. and asked everyone to keep their comments brief.

Vice Mayor Mauti said he had several questions for the City Manager regarding the \$40,000 recall election expenditure. Over the weekend, he said the City Manager had sent documentation to him regarding his spending authority under the COVID emergency declaration for the procurement of supplies, equipment, or services without formal bid. He asked if there was a need to come before Council for the recall election expenditure.

The City Manager explained the emergency declaration was part of his authority; the other part was that the City has a contract with the Supervisor of Elections for fees and services which allows staff to expend the funds based on terms of the contract without coming back to Council. He said the recall statute circumvents any laws, rules, or charter of a municipality to carry out the special election, in addition the City had order by the chief judge.

The City Manager cited the contract with the supervisor stating elections not held in conjunction with a state or county election will be \$2.00 per registered voter and noted that staff does not bring payments made with regard to a contract back to Council.

Vice Mayor Mauti recalled a discussion that he had with him and the City Attorney regarding the functionality of Council if he resigned at an earlier point. The City Manager stated during that private conversation, he did give his opinion that it would be beneficial for the City to have a full Council to conduct business instead of 2-2 votes if he left, but it was his choice.

Council Member Gilliams stated he wanted to speak about the \$40,000 expenditure that could have been avoided.

Mayor Dodd read F.S. 100.361(11) *It is the intent of the Legislature that the recall procedures provided in this act shall be uniform statewide. Therefore, all municipal charter and special law provisions which are contrary to the provisions of this act are hereby repealed to the extent of this conflict.* He said nothing in the City's charter or procedures could be in conflict with the statute. He also said the statute clearly stated when the petitions came in, the City Clerk was required to immediately turn them into the Supervisor so if she held onto them for one day, she would have been in violation of the statute.

Council Member Gilliams said he was not against the recall but he had the Supervisor's and Clerk's e-mails which indicate if the City waited one day, there could have been \$40,000 saved (by having the election in November) and the whole community could have had the opportunity to weigh in on the election.

Council Member Gilliams asked why the expense wasn't reported to Council on the following agenda. The City Manager stated he was operating under agreement, the judge's order, and the recall statute.

Council Member Gilliams noted the Clerk did not spell his name correctly on the ballot. The City Clerk stated the question on the ballot was very clear as to what is happening; there are not two Damien Gilliams on the Council.

In response to Council Member Parris inquiring as to waiting 30 days to pay the invoice, the City Manager said the quick payment law requires the City to pay for expenses.

Mayor Dodd read F.S.100.361(11) again with a special emphasis that provisions which are contrary to the provisions of the act are hereby repealed to the extent of the conflict. He noted the City processed the payment and the petitions under the provisions of this act.

This was not an actionable item. The City Attorney invited anyone that may have questions to call him.

5. Being no further business, Mayor Dodd adjourned the Special City Council Meeting at 5:32 p.m.

*Approved at the September 23, 2020 Regular City Council Meeting*

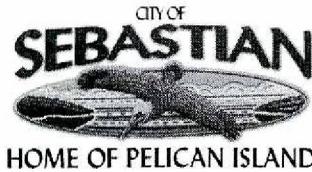
ATTEST:

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Mayor Ed Dodd

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Jeanette Williams, MMC – City Clerk



**SEBASTIAN CITY COUNCIL  
REGULAR MEETING  
MINUTES  
WEDNESDAY, SEPTEMBER 9, 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. Pastor Seth Goldsmith, Coastal Community Church of Sebastian, gave the invocation.
3. Council Member Parris 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 (via Zoom)

**City Staff Present:**

City Manager Paul Carlisle  
City Attorney Manny Anon, Jr.  
City Clerk Jeanette Williams  
CFO/Administrative Services Director Kenneth Killgore  
Police Chief Dan Acosta  
Police Lieutenant Tim Wood

5. **AGENDA MODIFICATIONS** - None

6. **PROCLAMATIONS, AWARDS, BRIEF ANNOUNCEMENTS**

- A. Proclamation - Suicide Awareness and Prevention Month – September – Accepted by Colleen Phillips, Community Relations Specialist – Treasure Coast 211 Helpline

Mayor Dodd read the proclamation. Ms. Phillips thanked Council for recognizing that help is available so no one will have to suffer in silence.

- B. Proclamation – Constitution Week - September 17 – 23 - Accepted by Dr. Holly Hamilton, Treasure Coast Society Children of the American Revolution & Pelican Island Chapter, Daughters of the American Revolution

Mayor Dodd read the proclamation and presented it to Delilah Daley, Emilia Daley, and Dr. Hamilton.

- C. Proclamation - Inflammatory Breast Cancer Awareness Month – October – Accepted by Dr. Holly Hamilton

Mayor Dodd read the proclamation and Dr. Hamilton invited the public to participate in the virtual Hunt for Hope this year to help fund research.

7. **CONSENT AGENDA**

A. Approval of Minutes – July 15, 2020 Special City Council Meeting

MOTION by Council Member Hill and SECOND by Vice Mayor Mauti to approve the July 15, 2020 minutes passed with a voice vote of 5-0.

8. **COMMITTEE REPORTS & APPOINTMENTS** - None

9. **UNFINISHED BUSINESS** - None

10. **PUBLIC INPUT**

6:13 pm

Grace Reed, Sebastian, thanked Mayor Dodd and Council Member Hill for the wonderful fireworks show this last Saturday night. She noted that Council works for the residents and to ensure Council is working in their best interests, residents should become involved by attending board and council meetings and let their voice be heard during public input but most importantly to go out and vote.

Russell Herrmann, 586 Redwood Court, reminded everyone why it is important to vote in the two elections that are looming. He said all eyes expect to see continued progress.

Michelle Morris said they wouldn't be here if it wasn't for the April 22<sup>nd</sup> closed door meeting and lack of transparency; she said September 15<sup>th</sup> election is a very important day and that she will see everyone at the polls.

Andrea Ring, 407 Quarry Lane, said she was not afforded the ability to speak at the last budget meeting. She said she was afraid that if the council members change, the Integrated Pest Management Subcommittee would go nowhere. She urged everyone to vote "no." Council Member Gilliams, apologized on behalf of himself, to Mrs. Ring that she wasn't able to speak.

Malcolm McCollum said if Sebastian doesn't grow, it will die; growth is inevitable. He also said the County has no plan to provide water and sewer to the Graves Brothers' property which is not contiguous to Fellsmere. He asked the voters to make their choice carefully on September 15<sup>th</sup> because it will decide the population two decades from now.

Sharon Herman, Sebastian, noted the sudden stop of the spraying of chemicals in the City's waterways have put the City back; she asked the public not to mix the annexation into the recall election because it is not on the table. She said if a property owner wants to sell and there is someone to buy, it's going to happen; the property will be developed.

Zoom Input

Robert Stephen said on the April 22<sup>nd</sup> meeting was not closed door meeting; he asked the Mayor if he was going to charge the taxpayers for the lawsuits when they start suing because the City is spraying more chemicals.

6:31 pm

Christopher Nunn, Sebastian, said the 6,600 people that responded to the recent annexation poll was twice of the 3,300 that chose the Council members in last the election. He said people understand what is going on and encouraged everyone to do their research and go out to vote.

Andrea Coy said Mr. Stephen needs to talk to the State Attorney's Office because the State Attorney thinks something was wrong with the April 22<sup>nd</sup> meeting, in addition to Judge Croom. She encouraged everyone to get out to vote. She thanked the Mayor for the fireworks.

Patty Sullivan said she represents families with children who are planning to get more involved. She thanked the recall group for making an impact on the community. She encouraged everyone to vote yes on Tuesday.

11. **NEW BUSINESS**

- 20.093 A. Approve Revised Spending Plan for the Initial \$924,322 Allocation from the Coronavirus Aid Relief & Economic Security (CARES) Act Fund (Transmittal)

The City Manager said this was an amendment to the City's original spending plan. He noted the City wasn't receiving many grant applications which is leading to the possibility that the funds would not be expended by their due date. He outlined the revised spending plan.

The CFO reported that there are 12 outstanding business grant applications to process.

Mayor Dodd asked if the City Manager would buy additional test kits and noted he distributed a contract tracing flyer because testing without tracing doesn't do too much. (See attached)

Council Member Hill said he would rather see the money go towards rent and mortgage assistance than test kits right now. The City Manager advised these funds must be expended by September 30 and the next allotment would need to be spent by December 31.

Council Member Hill said he would rather help people from losing their homes. With regard to helping with utilities, the City Manager explained that the funds are prohibited from being used towards a municipal utility but could be used towards for example, a FPL bill.

Council Member Hill asked if it would be feasible to allow the City Manager the ability to adjust the funding in these categories as he deems appropriate, based on the need going forward, so if they get to September and they used less funds for rent or business grants could they buy more test kits.

The City Manager responded that if he reallocated funds and the County signed off on the amendment that is all he would need to satisfy the grant requirements.

Council Member Gilliams said he could see the funds used for food delivery, distance learning, technology improvements, and expenses for the homeless population. He said he did not think sending the money to the County for mortgage and rent distribution would come back to Sebastian. He said he would also like to find a way to help businesses that don't have a storefront.

6:53 pm

MOTION by Council Member Hill and SECOND by Mayor Dodd to move approval of the revised spending plan while allowing for some leeway with the City Manager to make adjustments as he sees fit going forward and requiring at the last meeting of the month report back on what he has spent and how.

Council Member Parris said the testing kits are expensive and she liked the idea of reviewing the expenditures on the 23<sup>rd</sup>.

Sherrie Matthews, Sebastian, said she applauded the efforts that Council is putting forward because the City is in need of relief.

Christopher Nunn asked if a modification could be made for the businesses in Sebastian whose owners were not residents. The CFO explained a Sebastian business owner with a physical location is eligible for the business grant however, employees of the Sebastian businesses applying for the worker grant must be residents.

6:57 pm

Zoom Input

Andrea Coy, Sebastian, said the last time they were voting on grants, a couple of council members filed for the grant and noted if they are considering to apply, they may want to declare a conflict of interest.

Council Member Hill restated his motion: to approve the revised spending plan while allowing the City Manager to make adjustments to the line items based on the need of the public and return back to Council on September 23<sup>rd</sup> with a report on the revised plan.

The City Manager stated what he was hearing from Council is to put the testing kit money towards the rent and mortgage relief and if that doesn't transpire bring it back to testing kits. He stated currently, he will need to move some funds into the small business grants.

Mayor Dodd said he was comfortable with the City Manager moving the funds. He said a third party organization was administering the County's rent and affordable housing program.

|            |                         |       |
|------------|-------------------------|-------|
| 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

7:08 pm

Council Member Gilliams stated he filled out a conflict of interest form and was abstaining from the vote.

The City Attorney stated that was the incorrect procedure, prior to the vote Council Member Gilliams should have stated the nature of the conflict, refrained from participating in the discussion, and subsequently has 14 days to file a form with the clerk.

MOTION by Mayor Dodd and SECOND by Council Member Hill to recall the previous motion.

|            |                         |       |
|------------|-------------------------|-------|
| 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

MOTION by Council Member Hill and SECOND by Mayor Dodd to approve the revised spending plan while allowing the City Manager to make adjustments to the line items based on the need of the public and return back to Council with a report on the revised plan.

Council Member Gilliams stated that he has already received funds for his business and if additional funds become available; he did not want to have a discrepancy therefore he was abstaining.

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

Motion carried. 4-0

12. **CITY ATTORNEY MATTERS**

A. Report on Commission on Ethics

The City Attorney stated he was asked at the last Council meeting to obtain an opinion from the Commission on Ethics to which he received several options.

He said the Commission does not issue formal opinions on acts that have already occurred; after something has occurred a complaint is filed by using Form CE50. He did not recommend filing a complaint because if anyone files a complaint against an officer and it fails, the respondent has the opportunity to argue to have their attorney fees paid and there is a high burden of proof. He suggested they may wish to censure however he would do whatever they recommend.

Council Member Hill said the City Attorney's advice is a lot more than what he believed; there was no need to potentially put them in line for more litigation in the future. There was a consensus of Council not to take this matter any further at this time.

13. **CITY MANAGER MATTERS** - None

14. **CITY CLERK MATTERS** - None

15. **CITY COUNCIL MATTERS**

A. Council Member Gilliams stated he wanted to respond to a few comments made during public input regarding the April 22 meeting. There were two scheduled meetings on April 22, the public was invited, the doors were open, and the meeting was taped and available on YouTube. He said he has operated under the Charter rules from day one.

He apologized to Ms. Ring saying people should show appreciation to those that participate in City meetings.

With regard to the annexation, he said there were a lot of environmental and conservation organizations that wanted to have say in the agreement. He said all parties, including the County, should have had a say in that annexation and he was in favor of bringing it back to the table.

He noted the City is 80-85% built out with roads that need repaired before adding 1,100 acres of agriculture which won't bring in any revenue for 10-20 years. He thanked the City Manager for starting the stormwater master plan on track.

He said he might have upset a few people in the community because he made a promise to get to bottom of the sugar sand surplus property and wanted those to know he wasn't done yet. He noted he kept his word on the spraying.

He said everyone knows how he feels about developing on 60 ft lots; the lots should be a minimum of 80 ft. He was in favor of the new hangars at the airport. He would have liked to workshopped the engineering for the new Public Works Facility but he understood that he was out-voted.

He thanked the community for giving him the opportunity to bring attention and people to the chamber to discuss the problems.

B. Council Member Hill thanked everyone for showing up for the fireworks which was a shot in the arm to get them where they should be.

C. Council Member Parris said she did fill out the CARES Act grant application but refrained from completing it when she found out that she didn't qualify.

She said she would continue to work for the health and wealth of the community whether on dais or on the other side.

D. Vice Mayor Mauti thanked everyone for showing up and for their support.

E. Mayor Dodd said he also enjoyed fireworks.

He said the comment that business was being done behind closed doors is completely false; he was here on April 22<sup>nd</sup> when the door was locked and people were not allowed to come in. He agreed that they have generated a massive amount of interest in the community and he hoped it doesn't die.

7:32 pm

He said the annexation went through seven public hearings and no one showed up. He was excited about the level of public input and he congratulated the citizens for doing that.

He said the Integrated Pest Management process will continue; it started in 2018 when Council directed the City Manager to make a plan, to which he did, and as a result a task force was implemented that has produced the first version. He stated they chose to direct the City Manager to use as little of glyphosate as possible to produce the best management practices which is where they are heading.

Mayor Dodd said the recall would not have happened if there wasn't an illegal meeting on April 22<sup>nd</sup>; they have to forward and consolidate the City and the Council.

16. MOTION Council Member Hill and SECOND by Vice Mayor Mauti to adjourn the Regular City Council Meeting at 7:35 p.m. passed with a unanimous voice vote.

*Approved at the September 23, Regular City Council Meeting*

ATTEST:

\_\_\_\_\_  
Mayor Ed Dodd

\_\_\_\_\_  
Jeanette Williams, MMC - City Clerk



## CITY COUNCIL AGENDA TRANSMITTAL

**COUNCIL MEETING DATE:** September 16, 2020

**AGENDA ITEM TITLE:** Natural Resources Board

Fill one unexpired, regular member position with a term expiring July 1, 2021

**RECOMMENDATION:** Interview, unless waived, submit nominations for the unexpired, regular member position.

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

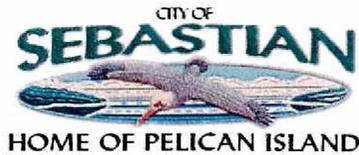
*Patrick Powers, Current Alternate*

*Marcus Bradley, Current Alternate*

*Jeffrey Carrier, New Applicant*

**ATTACHMENTS:** Applications, Ad, List

Clerk Authorization: J. Williams  
Date: 9-16-2020



## VOLUNTEER BOARD AND COMMITTEE APPLICATION

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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: PATRICK JOSEPH POWERS

Address: 252 BARBOSSA DRIVE City: SEBASTIAN State: FL

Zip: 32958 Telephone: (828) 200-9826

E-Mail Address: PMPOWERS@ATT.NET

Employer: SOUTHERN STAR RESTAURANT MANAGEMENT - DUNKIN DONUTS

City: BREVARD COUNTY State: FL Zip: \_\_\_\_\_

Business Telephone: (321) 557-2027

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

1<sup>st</sup> Choice: NATURAL RESOURCES 2<sup>nd</sup> Choice: PARKS AND RECREATION

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.)

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Why do you want to serve on this board?

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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: \_\_\_\_\_

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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: 3-04-2020

Date Received by City Clerk's Office 3-4-2020 by: J Williams

# Patrick Powers

Sebastian, FL

To utilize my strong customer service skills, management training and life experience in professional environment.

Authorized to work in the US for any employer

## Work Experience

### **Maintenance Supervisor**

Southern Star Restaurants- Dunkin' - Brevard County, FL  
March 2019 to Present

Repairs and preventative maintenance for Dunkin' Donuts largest franchise.

### **Facilities Supervisor**

LA Fitness - Port Saint Lucie, FL

Responsible for all aspects of facilities maintenance for America's Largest Health and Fitness Center.

### **Owner/Operator**

Patrick Powers Properties - Port Saint Lucie, FL

Landscape/Pools/Pest Control service: Maintenance of commercial and residential properties including general labor and handyman services.

### **Superintendent**

PGA Golf Club - Port Saint Lucie, FL

Assistant to Director of Agronomy for PGA of America PGA Golf Club is a four course golf resort. Direct supervision over Wanamaker course and practice range. Prepared courses for tournaments and management of course set up for PGA of America. Management of all outside operation's for PGA Center for Learning and Performance practice and teaching facility. PGA: Champion green's, 419 Bermuda

City of Port Saint Lucie, St. Lucie, FL. - Utilities

Installation, repair and maintenance of the city water and sewer system

### **Superintendent**

The Polo Club of Boca Raton - Boca Raton, FL

Operation of a class A private golf club. Responsibilities included hiring, inventory, maintenance and member relations of one of Boca's premier private communities.

### **Administrative Manager**

Home Depot, Inc., South Florida Market

Responsibilities for Administrative Store Manager position were in areas of operation. Controlling operating expenses and the ability to read and interpret profit and loss statements; hiring and termination of over 500+ associates. Additional responsibilities included but were not limited to investigation of internal and external theft, worker's compensation, general liability claims and overall safety of store and operational programs.

## Education

### **High school or equivalent in Business Management**

Clemson University - Clemson, SC

June 1981 to August 1985

### **Certification in Principles of Turfgrass Management**

University of Georgia

## Skills

- Maintenance
- Troubleshooting
- Electrical
- Project Management
- Hand Tools
- Plumbing

## Certifications/Licenses

### **Driver's License**



## VOLUNTEER BOARD AND COMMITTEE APPLICATION

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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):

1<sup>st</sup> Choice: Natural Resources Board 2<sup>nd</sup> 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).

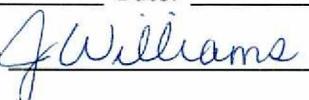
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<http://www.ethics.state.fl.us/ethics/forms.html>

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: 

## Marcus J. Bradley

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### 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**

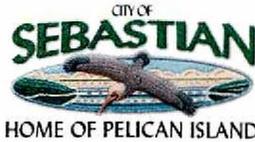
**Scouts BSA, Gulf Stream Council**

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.



# VOLUNTEER BOARD AND COMMITTEE APPLICATION

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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: Jeffrey C. Carrier

Address: 461 Lanfair Avenue City: Sebastian State: FL

Zip: 32958 Telephone: (517) 414-8322

E-Mail Address: icarrier88@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 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.

'20 SEP 16 AM08:40

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

I possess a Master's Degree and a Ph.D. from the University of Miami with degrees in Marine Biology and a minor in Chemistry. I have studied elements of conservation and management for more than 50 years with research based in the Florida Keys. I have published more than 25 papers in the scientific literature, have completed six books, and have presented more than 50 papers to national and international scientific meetings. I have recently moved my research from the Keys to the Indian River Lagoon and have an abiding interest in the health and wise management of our local resources and natural environments. A current resume is appended.

Why do you want to serve on this board?

Maintaining healthy environmental systems through wise use of natural resources and management strategies that recognize best practices is the only prudent strategy to insure the continued healthy existence of the unique ecosystem that is the Indian River Lagoon system. Recent changes in the City's management of biological pests have created and even compounded environmental insults. These actions combined with questionable management of South Florida water management systems have imperiled the health of the local aquatic resources. My continuing research depends upon a healthy environment and I believe my experience and expertise could contribute to developing strategies to successfully address these concerns.

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: While I have not served on Sebastian boards or committees, I have served previously as a City Council member in Albion, MI, and served on numerous boards and committees associated with that position.

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.

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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: 9/16/20

Date Received by City Clerk's Office 9-16-2020 by: J Williams

**Jeffrey C. Carrier, Ph.D.**

**Professor Emeritus of Biology - Albion College**

**Adjunct Research Scientist – Mote Marine Laboratory**

**Courtesy Professor of Marine Science – Florida International University**

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**EDUCATION:**

- B.S. University of Miami, (FL), 1971
- M.S. University of Miami, (FL), 1973
- Ph.D. University of Miami, (FL), 1974

Thesis and dissertation topics:

- MASTER'S: Physiological and ecological studies of salt and water balance in marine sharks and freshwater stingrays.
- DOCTORAL: Physiological effects of calcium in promotion of survival of marine fish in freshwater.

**MILITARY SERVICE**

- United States Coast Guard and Coast Guard Reserve, 1964-1971

**EMPLOYMENT:**

Retired from Albion College: 1979-2010

- Department Chair: 1988-93
- Associate Provost: 1993-94
- Vice-President for Academic Affairs and Dean of the Faculty: 1996-2001

**GRADUATE STUDIES:**

- CARRIER, J.C. 1973. Elasmobranch osmoregulation: a comparative study. Master's Thesis, University of Miami.
- CARRIER, J.C. 1974. The role of environmental calcium in freshwater survival and sodium kinetics in the stenohaline marine teleost *Lagodon rhomboides*. Doctoral Dissertation, University of Miami.

**MAJOR GRANT FUNDING SUPPORT:**

- 2003- 2005: \$257,000: *Development of an advanced video telemetry and data collection instrument for remote observations of aquatic organisms and underwater equipment. NOAA Sea Grant R/MI-12, OMB Control No. 0648-0362*
- 2005-2006: \$600,000: *Implantable neural interface and physiological sensing system for the elasmobranch. Defense Advanced Research Projects Agency (D.A.R.P.A.)/ato # P073*

**BOOKS**

- Carrier, J.C., M. Heithaus, C. Simpfendorfer. 2018. *Shark Research: Emerging Technologies and Applications for Field and Laboratory*. CRC Press, LLC. Boca Raton. 650 pp. ISBN-978-1138-032927.
- Carrier, J.C. 2017. *Sharks of the Shallows: Coastal Species in Florida and the Bahamas*. Johns Hopkins University Press. Baltimore. 195 pp. ISBN 978-1-4214-2294-7.
- Carrier, J. C., J. Musick, and M. Heithaus. 2012. *Biology of Sharks and Their Relatives*, 2nd Edition. CRC Press, LLC. Boca Raton. 666 pp. ISBN 9781439839249.
- Carrier, J. C., J. Musick, and M. Heithaus. 2010. *Sharks and Their Relatives II: Biodiversity, Adaptive Physiology, and Conservation*. CRC Press, LLC. Boca Raton. 713 pp. ISBN-13: 978-1420080476.
- Carrier, J.C. 2006. *Discovering Sharks*. Voyageur Press. St. Paul. 48 pp. ISBN 10-0-7603-2562-6.
- Carrier, J. C., J. Musick, and M. Heithaus. 2004. *Biology of Sharks and Their Relatives*. CRC Press, LLC. Boca Raton. 596 pp. ISBN 0-8493-1514-X.

**PUBLICATIONS (Peer-reviewed)**

- MacNeil... **J. CARRIER**... *et al.* 2020. Global Status and Conservation Potential of Reef Sharks. *Nature* 583: 801-806.
- Shiffman, D., M. J. Ajemian, **J. CARRIER**, T. S. Daly-Engel, M. M. Davis, N. K. Dulvy, R. D. Grubbs, N. A. Hinojosa, J. Imhoff, M. A. Kolmann, C. S. Nash, E. W. M. Paig-Tran, E. E. Peele, R. A. Skubel, B. M. Wetherbee, L. B. Whitenack, and J. T. Wyffels. 2020. Trends in Chondrichthyan Research: An Analysis of Three Decades of Conference Abstracts. *COPEIA* Volume: 108 Issue: 1 Pages: 122-131.
- Yopak, K.E., **J.C. CARRIER**, A.P. Summers. 2018. Imaging Technologies in the Field and Laboratory. *IN: Carrier, J. C., J. Musick, and M. Heithaus (Eds.) Shark Research: Emerging Technologies and Applications for the Field and Laboratory*. CRC Press, LLC. Boca Raton.
- Pratt HL Jr., Pratt TC, Morley D, Lowerre-Barbieri S, Collins A, **CARRIER JC**, Hart KM, and NM Whitney. 2018. Partial migration of the nurse shark, *Ginglymostoma cirratum*, from the Dry Tortugas Islands. *Environmental Biology of Fishes* 101: 515-530.
- Heist, E.J., **J. C. CARRIER**, H.L. Pratt, and T. C. Pratt. 2011. Exact Enumeration of Sires in the Polyandrous Nurse Shark (*Ginglymostoma cirratum*). *COPEIA* 2011: 539-544.
- Whitney, N.M., H.L. Pratt, Jr., T. Pratt, and **J.C. CARRIER**. 2010. Identifying shark courtship and mating behavior using three-dimensional acceleration loggers. *Endangered Species Research* 10: 71-82.

- Pratt, H.L. and **J. C. CARRIER**. 2007. The Nurse Shark, Mating and Nursery Habitat in the Dry Tortugas, Florida. *IN* C. McCandless, N. Kohler, and H.L. Pratt (Eds.) *Shark Nursery Grounds of the Gulf of Mexico and the East Coast Waters of the United States*. American Fisheries Society. Baltimore, MD.
- Marshall, G; Bakhtiari, M; Shepard, M; Tweedy, J; Rasch, D; Abernathy, K; Joliff, B; **CARRIER, JC**; Heithaus, MR. 2007. An advanced solid-state animal-borne video and environmental data-logging Device ("CRITTERCAM") for marine research. *Marine Technology Society Journal* 41(2): 31-38
- Heithaus, Michael R., Derek Burkholder, Robert E. Hueter, Linda I. Heithaus, Harold L. Pratt, Jr., and **JEFFREY C. CARRIER**. 2007. Spatial and temporal variation in shark communities of the lower Florida Keys and evidence for historical population declines. *Can. J. Fish. & Aq. Sci.* 64(10): 1302-1313.
- Pratt, H.L., Jr. and **J. C. CARRIER**. 2005. Elasmobranch Courtship and Mating Behavior *IN*: William Hamlett (Ed.) *Reproductive Behavior and Phylogeny of Elasmobranchs*. Science Publishers, Inc. Queensland, Australia.
- Whitney, N., H.L. Pratt, Jr. and **J. CARRIER**. 2004. Group courtship, mating behavior, and siphon sac function in the whitetip reef shark, *Triaenodon obesus*. *Animal Behaviour*.68(6): 1435-1442.
- Carrier, J., H.L. Pratt, Jr., and J.I. Castro. 2004. Elasmobranch Reproduction *IN*: Carrier, J. C., J. Musick, and M. Heithaus (Eds.) *Biology of Sharks and Their Relatives*. CRC Press, LLC. Boca Raton.
- Carrier, J., F. Murru, M. Walsh, and H.L. Pratt, Jr. 2004. Assessing reproductive potential and gestation in nurse sharks (*Ginglymostoma cirratum*) using ultrasonography and endoscopy: an example of bridging the gap between field research and captive studies. *IN*: Warmolts, D. and M. Smith (Eds.) *Manual of Elasmobranch Husbandry*. Association of Zoos and Aquariums. Columbus, OH.
- Carrier, J., F. Murru, M. Walsh, and H.L. Pratt, Jr. 2003. Assessing reproductive potential and gestation in nurse sharks (*Ginglymostoma cirratum*) using ultrasonography and endoscopy: an example of bridging the gap between field research and captive studies. *Zoo Biology* 22(2): 179-187.
- Saville, K, A. Lindley, N. Maries, **J. CARRIER**, H. Pratt, Jr. 2002. Multiple paternity in the nurse shark (*Ginglymostoma cirratum*). *Environ. Biol. of Fishes* 63(3): 347-351.
- Pratt, H.L., Jr. and **J.C. CARRIER**. 2001. A review of elasmobranch reproductive behavior with a case study on the nurse shark, *Ginglymostoma cirratum*. *Environ. Biol. of Fishes* 60(1-3): 157-188.
- Carrier, J.C. and H.L. Pratt, Jr. 1998. Habitat management and closure of a nurse shark breeding and nursery ground. *Fisheries Research* 39:209-213.
- Carrier, J.C., H.L. Pratt, Jr., and L.K. Martin. 1994. Group reproductive behaviors in free-living nurse sharks, *Ginglymostoma cirratum*. *Copeia* 1994: 646-656.
- Carrier, J.C. and C. A. Luer. 1990. Growth rates in the nurse shark *Ginglymostoma cirratum*. *Copeia* 1990: 676-682.
- Carrier, J.C. 1985. Nurse sharks of Big Pine Key: comparative success of three types of external tags. *J. Fla. Acad. Sci.* 48(3): 146-154.

- Carrier, J. C. 1985. Nurse sharks of Big Pine Key, Florida (USA): an investigation of growth and movements, and a comparison of several types of external tags, p.655-660. In: Proc. 5th Internat Coral Reef Congr., C. Gabrie and V. Harmeli, (eds.). vol. 6, Tahiti, French Polynesia, Antenne-Museum-EPHE, Moorea, French Polynesia.
- Carrier, J.C. and D.H. Evans. 1976. The role of environmental calcium in the freshwater survival of the marine teleost *Lagodon rhomboides*. J. Experimental Biol. 65: 529- 538.
- Evans, D.H., J.C. CARRIER, and M. Bogan. 1974. The effect of external potassium ions on the electrical potential measured across the gills of the teleost *Dormitator maculatus*. J. Experimental Biol. 61: 277-283.
- Carrier, J.C. and D.H. Evans. 1973. Ion and water turnover in the freshwater elasmobranch *Potamotrygon sp.* Comparative Biochemistry and Physiology 45A: 667-670.
- Carrier, J.C. and D.H. Evans. 1972. Ion, water and urea turnover rates in the nurse shark, *Ginglymostoma cirratum*. Comparative Biochemistry and Physiology 41A: 761-764.

#### PRESENTATIONS TO STATE, NATIONAL, AND INTERNATIONAL SOCIETIES

- Partial Migration of the Nurse shark, *Ginglymostoma cirratum*, from the Dry Tortugas Islands. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 2017. (with HAROLD L. PRATT, Jr., Theo Pratt, Dani Morley, Susan Lowerre-Barbieri, Angela Collins, Jeffrey Carrier, Kristen Hart).
- Expanding Opportunities for Young Women in Shark Research. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 2016. (with Jillian Morris, Derek Burkholder, Judith Gregoire, Sarah Maschal, and Alena Ellerbee).
- It's 3 A.M., Do you know what your shark is doing? Fine-scale ethograms from accelerometers. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 2010 (with N. WHITNEY, H.L.Pratt, Jr., T. Pratt)
- Major Histocompatibility (MHC) Class II $\alpha$  gene variation in nurse shark (*Ginglymosotma cirratum*). 2010. (with E.J. HEIST, H. L. Pratt Jr.) 2010. Sharks International Conference, Cairns Australia.
- Biologging love: identifying shark mating behavior using a three-dimensional acceleration data logger. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 2009 (with N. WHITNEY, H.L.Pratt, Jr., T. Pratt)
- Evidence for behavioral thermoregulation after mating by wild-living adult female nurse sharks, *Ginglymostoma cirratum*. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 2008 (with T. PRATT and H.L. Pratt, Jr.)
- Why is there Multiple Paternity of nurse shark? American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 2008(E.J. HEIST, H.L.Pratt, Jr.)
- Diel movements of adult nurse sharks, *Ginglymostoma cirratum*, in the Dry Tortugas, Florida reproductive refuge. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 2006(with H.L. PRATT, Jr, A.L. Hupp, T.C. Pratt)
- Implantable neural interfaces for characterizing population responses to odorants and electrical stimuli in the nurse shark (*Ginglymostoma cirratum*). Association for Chemoreception Sciences. 2006 (with M. LEHMKUHLE, R.J. Vetter, H. Parikh, and D.R. Kipke).

- Estimating the number of sires and inferring paternal genotypes in Nurse Shark (*Ginglymostoma cirratum*) litters. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 2004 (with E. HEIST and H.L. Pratt, Jr.)
- Reproductive competition and cooperation in male *Ginglymostoma cirratum*: patterns and strategies. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 2004 (with H.L. PRATT, Jr.)
- Group courtship, mating behavior, and siphon sac function in the Whitetip Reef Shark, *Triaenodon obesus*. (Poster) American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 2004 (with N. WHITNEY and H.L. Pratt, Jr.)
- Principles of management for nurse shark *Essential Fish Habitat*. American Fisheries Society, 2002 (with H.L. Pratt, Jr.).
- DNA microsatellites and multiple paternity in the nurse shark (*Ginglymostoma cirratum*). American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 2002 (with E. HEIST and H.L. Pratt, Jr.).
- Reproductive biology of nurse sharks: captive studies as an adjunct to field studies. American Zoo and Aquarium Association. International Elasmobranch Husbandry Symposium, 2001 (with F. Murru and H.L. Pratt, Jr.).
- Wild mating of the nurse sharks *Ginglymostoma cirratum*: courtship behaviors, possible cooperation, and mechanisms of mate choice in elasmobranchs. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 2001 (with H.L. PRATT, Jr.).
- GPS-Supplemented tracking and plotting of the movement of reproductively active male nurse sharks, *Ginglymostoma cirratum*. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 2000 (with H.L. Pratt, Jr., N. Whitney, and J. Beck).
- The use of PCR-RFLP and DNA sequence analysis of major histocompatibility class II alpha genes for paternity testing in the nurse shark, *Ginglymostoma cirratum*. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 1999 (with K. SAVILLE, A. Lindley, N. Maries).
- Courtship, mating, and gestation in nurse sharks: the complete story American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 1998 (with F.L. Murru, R.L. Davis, M.T. Walsh, S. Dover, and H.L. Pratt, Jr.).
- The Reproductive Behavior of Elasmobranchs: A Review. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 1998 (with H.L. PRATT, Jr.).
- Studies of nurse shark reproduction: bridging the gap between field investigations and captive research. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 1997 (with F.L. Murru, R. Davis, H.L. Pratt, Jr.).
- Studies of nurse shark reproduction: uses of endoscopy, ultrasound, and serial blood chemistry in the evaluation and monitoring of presumed pregnancy in captive nurse sharks. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 1997 (with F.L. Murru, R.L. Davis, M.T. Walsh, S. Dover, and H.L. Pratt, Jr.).
- Mating behaviors of male nurse sharks: use of ultrasonic telemetry for tracking animals between mating events. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 1997 (with H.L. Pratt, Jr. and J. P. Beck).
- Nurse shark breeding grounds: sanctuary designation and site. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 1996 (with H.L. Pratt, Jr.).

- Tagging methods for diver identification of sharks. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 1996 (with H.L. PRATT, Jr.).
- Nurse shark breeding studies: bridging the gap between field research and the captive facility. American Association of Zookeepers, 1996.
- Identification of mating and nursery grounds for nurse sharks (*Ginglymostoma cirratum*) in the Florida Keys and initial habitat management planning. American Fisheries Society, 1995.
- Studies of elasmobranch physiology: an historical retrospective. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 1994.
- Group mating behaviors in free-living nurse sharks *Ginglymostoma cirratum*: Pre-coupling and coupling behaviors . American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 1993 (with H.L. Pratt, Jr. and L.K. Martin).
- Group mating behaviors in free-living nurse sharks *Ginglymostoma cirratum*: positioning and alignment, and insertion and copulation. (American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 1993 (with H.L. PRATT, Jr. and L.K. Martin).
- Prehospital Patient Assessment: A Review and Comparison of Trauma Triage Scoring Methods. Michigan Emergency Services Annual Conference, May, 1992.
- An analysis of shark attacks in Florida (with G. BURGESS, S. Haas, and L. Kozuch of the Florida Museum of Natural History). Australian Dept. of Agriculture, Fisheries and Food Conference "Sharks Down Under", February, 1991.
- Prehospital Patient Assessment: A Review and Comparison of Trauma Triage Scoring Methods. Society of Michigan Emergency Medical Technician Instructors, Spring, 1991.
- Prehospital Emergency Medical Education in Michigan: Characterization and Demographics. Society of Michigan Emergency Medical Technician Instructors, Fall, 1991.
- Making the Department's Case: Sources of Data, Types of Data, Presentation of Data. Great Lakes College Association Chair Conference, Fall, 1990.
- A comparison of growth between captive and free nurse sharks, *Ginglymostoma cirratum* . Florida Academy of Sciences, 1989 (with C. Luer, Mote Marine Laboratory, Sarasota, Florida).
- A comparison of growth between captive and free nurse sharks, *Ginglymostoma cirratum*. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 1989 (with C. Luer, Mote Marine Laboratory, Sarasota, Florida).
- Database management of the International Shark Attack File using Oracle American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 1989 (with C. Hall and S. Steinhauer, Albion College).
- Estimates of age and growth in juvenile nurse sharks (*Ginglymostoma cirratum*) using visual and electron microprobe assessment of vertebral centra. Florida Academy of Sciences, 1988 (with R. Radtke, University of Hawaii).
- Preliminary evaluation of age and growth in juvenile nurse sharks (*Ginglymostoma cirratum*) using visual and electron microprobe assessment of tetracycline-labeled vertebral centra. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 1988 (with R. Radtke, University of Hawaii).
- Contributions to the Biology of the Nurse Shark (*Ginglymostoma cirratum*): Growth, Movement, and Ectoparasites. American Society of Ichthyologists & Herpetologists and American Elasmobranch Society, 1987.

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- 
- Nurse sharks of Big Pine Key, Florida (USA): an investigation of growth and movement and a comparison of several types of external tags. 5th International Coral Reef Symposium, Papeete, French Polynesia. 1985.
  - Nurse sharks of Big Pine Key: evaluation of the success of three types of external tags. Florida Academy of Sciences, 1984.
  - Nurse sharks of Big Pine Key: population dynamics and growth rates. Florida Academy of Sciences, 1983.
  - Marine Science Education at Newfound Harbor Marine Institute: an adjunct to basic educational systems. Florida Academy of Sciences, 1978.

**MULTIMEDIA:**

- Carrier, J.C. 2000. *Sharks*. Microsoft Encarta 2000. Microsoft Corp.

**RECENT & CURRENT PROFESSIONAL MEMBERSHIPS & ORGANIZATIONS:**

- Omicron Delta Kappa National Leadership Honorary
- Sigma Xi National Research Honorary
- American Society of Ichthyologists and Herpetologists
- American Elasmobranch Society
- Council for Undergraduate Research (C.U.R.)
- Society for Animal Behavior

**PROFESSIONAL OFFICES & APPOINTMENTS:**

- Adjunct Research Scientist, Mote Marine Laboratory, Sarasota, FL
- Courtesy Professor of Biology, Fla. International Univ.
- American Elasmobranch Society: President: 2004-2006; 2006-2008
- American Elasmobranch Society: Secretary/Editor; elected; 1989-1994; 1997-2000
- Curator, *International Shark Attack File Database*, Office of Naval Research and Smithsonian Institution data files maintained on computer at Albion College. 1989-1993 (now maintained by the Florida Museum of Natural History, Gainesville, FL).
- Deputy Chair, Shark Specialist Group, Species Survival Commission of the International Union for the Conservation of Nature, 1992-93.
- Secretary/Editor, Society of Michigan Emergency Medical Technician Instructor/Coordinators, 1992-1994.
- Endangered and Threatened Species Advisory Council, Game and Freshwater Fish Commission, State of Florida, 1977-79.

**HONORS & AWARDS:**

- CHOICE Award, 2004. Amer. Lib. Assoc. for *The Biology of Sharks and Their Relatives*
- American Elasmobranch Society Distinguished Service Award: 2001; 2008
- Albion College Scholar of the Year, 2008
- Lifetime Achievement Award, Huron Valley Ambulance Service, 2005

- Albion College Athletic Hall of Fame, 1999
- A. Merton Chickering Professor of Biology, 1994-98
- W.W. Diehl Trustees' Professor of Biology, 2001-2005; 2005-2009
- Albion College Scholar of the Year, 1996, 2008
- CAPHE Fellow, Fall 1990
- Honors Program *Teacher of the Year*, 1986
- Omicron Delta Kappa National Leadership Honorary, 1983



August 31, 2020

Contact: Jeanette Williams  
388-8215

## **PRESS RELEASE**

### **NATURAL RESOURCES BOARD VACANCY**

The City of Sebastian is seeking applicants to fill one unexpired, regular member position on the Natural Resources Board. The term is set to expire July 2021:

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.

This is a volunteer position 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](http://www.cityofsebastian.org) and will be accepted until September 16, 2020.

###

## NATURAL RESOURCES BOARD

|                                                                                                                                                                      |                                                 |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|--------------------------|
| Nicole Mosblech<br>873 Gilbert Street<br>Sebastian, FL 32958<br><a href="mailto:Nikki.mosblech@gmail.com">Nikki.mosblech@gmail.com</a><br>(484) 269-7017             | Reapptd 8/26/20<br><br>Apptd reg member 5/24/17 | Term expires<br>7/1/2023 |
| Jessica Lovell<br>419 Joy Haven Drive<br>Sebastian, FL 32958<br><a href="mailto:Jnlovell00@hotmail.com">Jnlovell00@hotmail.com</a><br>(276) 732-9023                 | Apptd reg 11/20/10<br>Apptd alt 10/9/19         | Term expires<br>7/1/2022 |
| vacant                                                                                                                                                               |                                                 | Term expires<br>7/1/2021 |
| Ruth Callaghan<br>202 Barbossa Drive<br>Sebastian, FL 32958<br><a href="mailto:Rforman32@gmail.com">Rforman32@gmail.com</a><br>(610) 304-9973                        | Apptd reg member 1/23/19                        | Term expires<br>7/1/2022 |
| Donna Ware<br>781 Tuxedo Terrace<br>Sebastian, FL 32958<br><a href="mailto:djwares@gmail.com">djwares@gmail.com</a><br>(757) 999-0331                                | Apptd 4/10/19                                   | Term expires<br>7/1/2022 |
| Thomas Carrano<br>1558 Esterbrook Lane<br>Sebastian, FL 32958<br><a href="mailto:Carrano.T1956@gmail.com">Carrano.T1956@gmail.com</a><br>(631) 561-5891              | Apptd reg 8/26/20<br><br>Appt alt 11/20/19      | Term expires<br>7/1/2023 |
| Charles Stadelman<br>146 Mabry Street<br>Sebastian, FL 32958<br><a href="mailto:stadelman@bellsouth.net">stadelman@bellsouth.net</a><br>(772) 584-5522               | Reappt 8/26/20<br><br>Apptd 9/13/17             | Term expires<br>7/1/2023 |
| Patrick Powers – Alternate<br>252 Barbosa Drive<br>Sebastian, FL 32958<br><a href="mailto:pmpowers@att.net">pmpowers@att.net</a><br>(828) 200-9826                   | Apptd 5/27/2020                                 | Term expires<br>7/1/2022 |
| Marcus Bradley – Alternate<br>202 Zane Avenue<br>Sebastian, FL 32958<br><a href="mailto:Bradley.marcus.j@gmail.com">Bradley.marcus.j@gmail.com</a><br>(772) 713-5448 | Apptd 8/26/2020                                 | Term expires<br>7/1/2023 |

Revised 8.27.2020

4 regular members are needed to make a quorum. In the event a regular member cannot make the meeting, an alternate steps in.



## CITY COUNCIL AGENDA TRANSMITTAL

**COUNCIL MEETING DATE:** September 23, 2020

**AGENDA ITEM TITLE:** Council Appointees to Indian River County and Regional Boards

**BACKGROUND:** Each year the Mayor requests volunteers and assigns City Council members to various Indian River County and regional boards and committees.

A complete updated list of regional boards is attached for your review listing the existing members. The highlighted section indicates an appointee is needed.

**Attachments:** Liaison List, Committee Descriptions

City Clerk Authorization: J Williams

Date: 9-17-2020

**SEBASTIAN CITY COUNCIL MEMBERS  
LIAISONS TO COUNTY AND REGIONAL BOARDS  
2020**

**AFFORDABLE HOUSING ADVISORY COMMITTEE** (Indian River County)

Current Member: [REDACTED]  
Location: IRC County Admin Building - Room B1-501  
Time: 9:30 am  
Frequency: Twice per year as scheduled – 3<sup>rd</sup> Wednesday  
Secretary: Meighan Alexander - 226-1440

**BEACH AND SHORE PRESERVATION COMMITTEE** (Indian River County)

Current Member: [REDACTED]  
Alternate: **Council Member Hill**  
Location: IRC Admin Building B - Vero Beach - Room B1-501  
Time: 3<sup>rd</sup> Monday of Each Month – 3 pm  
Secretary: Ed Offutt - 226-1919

**EXECUTIVE ROUNDTABLE OF INDIAN RIVER COUNTY**

Current Member: City Manager Paul Carlisle  
Location: 1836 14th Ave, Vero Beach, FL 32960  
Time: last Thursday of each month – 9 am  
Executive Director: Aimee Hill

**ECONOMIC DEVELOPMENT COUNCIL** (Indian River County)

Current Member: [REDACTED]  
Alternate: **Council Member Jim Hill**  
Location: IRC Administration Building B - Vero Beach – Rm B1-501  
Time: 3<sup>rd</sup> Tuesday of Each Month – 3:30 pm  
Secretary: Meighan Alexander - 226-1440

**METROPOLITAN PLANNING ORGANIZATION (2 MEMBERS)**

Current Members: **Mayor Dodd & Council Member Hill**  
Alternates: [REDACTED] *only one alternate needed*  
Location: IRC Administration Building B - Vero Beach - Rm B1-501  
Time: 2nd Wednesday of each month - 10:00 am

**MPO Citizen Adv. Comm.** **Bruce Hoffman (1), Deryl Seemayer (2)**  
**Amber Cerda (alt) (1), Judy Bewersdorf (alt) (2)**  
1<sup>st</sup> Tuesday of month - 2 pm

**MPO Tech. Adv. Comm.** **Lisa Frazier - Planning Position;**  
**Paul Carlisle - Engineering Position;**  
**Scott Baker - Airport Position**  
4th Friday of month - 10:00 am

**MPO Bikepath Comm.** **Resident Chris McCarthy**  
Quarterly – 2:00 pm  
Secretary/agenda packet: Patti Johnson - 226-1672







## Affordable Housing Advisory Committee

Nov 2020  
meeting

Resolution 2008-038 (Resolution2008-038.pdf) approved March 18, 2008 reestablishes the Affordable Housing Advisory Committee adopted by Ordinance 1993-013 and codified as Chapter 308 of the Indian River County Code and in conformance with the 2007 Florida Legislature's revision of Section 420.9076 of the Florida Statutes.

The Affordable Housing Advisory Committee shall consist of seventeen (17) members. Sixteen (16) members shall be voting members, and nine (9) of those voting members shall constitute a quorum.

The Indian River County Board of County Commissioners shall appoint the voting members of the affordable housing advisory committee in conformance with the following representational criteria:"

- (1) One citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- (2) One citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- (3) One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- (4) One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- (5) One citizen who is actively engaged as a for-profit provider of affordable housing.
- (6) One citizen who is actively engaged as a not-for-profit provider of affordable housing.
- (7) One citizen who is actively engaged as a real estate professional in connection with affordable housing.
- (8) One citizen who actively serves on the local planning agency pursuant to s. 163.3174.
- (9) One citizen who resides within the jurisdiction of the local governing body making the appointments.
- (10) One citizen who represents employers within the jurisdiction.
- (11) One citizen who represents essential services personnel, as defined in the local housing assistance plan.
- (12) A representative appointed by the City of Fellsmere.
- (13) A representative appointed by the City of Vero Beach.
- (14) A representative appointed by the City of Sebastian.
- (15) A representative appointed by the Town of Indian River Shores.
- (16) A representative appointed by the Town of Orchid.

# Indian River County Florida

Board of County Commissioners



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Home > Other Boards, Committees and Councils > **Beach and Shore Preservation Advisory Committee**

Oct, Nov,  
Dec 2020  
meetings

Resolution 2003-126 dated October 21, 2003 reestablished and restructured the Beach and Shore Preservation Advisory Committee. This resolution repeals and replaces Resolution 93-68. Ordinance 2003-010 approved March 11, 2003 provides that Commissioners serve as a non-voting liaison.

The Committee shall elect from among its voting members a chairman and a vice chairman annually at its first meeting in January, or at its next meeting if no meeting is held in January. A County Commissioner shall serve as a non-voting liaison to the committee. Each chair and vice chair shall serve for a one-year term and may be reelected but shall be limited to two successive annual terms, at which point they would be ineligible to chair the committee for at least one year.

The Beach and Shore Preservation Advisory Committee shall have eleven (11) voting members, each member must be a resident of Indian River County and appointed as follows:

Six (6) members shall be appointed by the Board of County Commissioners

One (1) member appointed by the city council of the City of Fellsmere

One (1) member appointed by the town council of the Town of Orchid

One (1) member appointed by the city council of the City of Sebastian

One (1) member appointed by the city council of the City of Vero Beach

One (1) member appointed by the town council of the Town of Indian River Shores

The term of office for each member shall be two (2) years with the appointments staggered so that as near as possible one half of the committee shall conclude their term each year.

Meetings are held the third Monday of each month at 3:00 p.m. at the County Administration Building B, 1800 27th Street, Vero Beach, FL in Conference Room B1-501.

# Indian River County Florida

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[Home](#) > [Other Boards, Committees and Councils](#) > **Economic Development Council**

Oct 2020  
meeting

Resolution 2003-127 approved October 21, 2003 reestablished and restructured the Economic Development Council. Ordinance 2003-010 approved March 11, 2003 provides that Commissioners serve as a non-voting liaison. Resolution 2018-049 changed the position of local citrus industry to local agriculture representative. Resolution 2019-011 added the position of health care industry representative.

The Committee shall elect from among its voting members a chairman and a vice chairman annually at its first meeting in January, or at its next meeting if no meeting is held in January. A County Commissioner shall serve as a non-voting liaison to the committee. Each chair and vice chair shall serve for a one-year term and may be reelected but shall be limited to two successive annual terms, at which point they would be ineligible to chair the committee for at least one year.

The EDC shall have twenty three (23) voting members. Members must be residents of Indian River County with membership as follows:

- One (1) representative from the City of Vero Beach City Council
- One (1) representative from the City of Sebastian City Council
- One (1) representative from the City of Fellsmere City Council
- One (1) representative from the School Board of Indian River County
- One (1) representative appointed by the Board of County Commissioners
- One (1) representative from the Indian River County Chamber of Commerce
- One (1) representative from the Sebastian River Chamber of Commerce
- One (1) representative from local industry
- One (1) representative from the local tourist industry
- One (1) representative from the local agriculture industry
- One (1) representative from a local developer
- One (1) representative from the real estate industry
- One (1) representative from the Gifford community
- One (1) representative from the local banking industry
- One (1) representative from the local manufacturing industry
- One (1) representative from the Town of Indian River Shores
- One (1) representative from the Town of Orchid
- One (1) representative from the Work Force Development Board
- One (1) representative from Indian River State College (Does not have to be IRC resident)
- One (1) representative from the healthcare industry
- Three (3) members from the county at-large appointed by the Board of County Commissioners

Members serve a 2-year term.

Meetings are held on call at the County Administration Building B, 1800 27th Street, Vero Beach, FL in Conference Room B1-501.



## Indian River County

Board of County Commissioners

(<http://www.ircgov.com/>)

*ircgov.com*



## Metropolitan Planning Organization (MPO)

The Indian River County Metropolitan Planning Organization (MPO), formed in April 1993, is a legislative agency responsible for transportation planning in the urbanized area of Indian River County. It has the power to develop and adopt plans and to set priorities for the programming of improvements to the County's transportation system. The MPO consists of Twelve voting members representing the local governments within the County, two non-voting representatives from the Florida Department of Transportation (FDOT), and a non-voting representative from the Town of Orchid. Funding is through a Joint Participation Agreement for Federal PL/Section 112 funding. This is an agreement between FDOT and the MPO, which provides for the pass through of these federal funds. Dollars are approved on an annual basis. The percentage of Federal, State and local dollars varies from year to year. Two advisory committees provide direction and recommendations to the MPO Board. These are the Technical Advisory Committee (TAC) and the Citizens Advisory Committee (CAC). The TAC provides technical expertise to the MPO Board regarding matters to be considered by the MPO and on planning issues being undertaken by MPO staff. The CAC provides citizen input into the MPO planning process and ensures a high degree of public involvement in that process. Another advisory committee, the Bicycle/Pedestrian Advisory Committee, meets on an as-needed basis to advise the MPO regarding bicycle and pedestrian issues.

12 voting members: (5) County Commissioners, (2) City of Vero Beach, (2) City of Sebastian, (1) Town of Indian River Shores, (1) City of Fellsmere. (1) School Board - Total of 3 ex-officio non-voting members: (1) Town of Orchid; (1) FDOT District 4 Secretary; (1) FDOT State Transportation Planner. Term of office 4-years.

Meetings are held on the second Wednesday of each month at 10:00 a.m. at the County Administration Building B, 1800 27th Street, Vero Beach, FL in Conference Room B1-501.

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Mayor's  
Assignment

The Indian River County Board of County Commissioners, City Council of the Cities of Fellsmere, Sebastian and Vero Beach, and the School Board of Indian River County entered into an [Interlocal Agreement](#) for public school planning effective January 1, 2004. Not participating in this Agreement because they qualify for exclusion pursuant to the provision of Chapter 163.3177(12)(b), Florida Statutes is the Town of Orchid.

Per Section 2.2 of the agreement, the County Commission Chairman, the Mayors of Vero Beach, Sebastian, Indian River Shores and Fellsmere, the Regional Planning Council Chairman, and the School Board Chairman, will be appointed to the Elected Officials Oversight Committee (EOOC). The County Planning Director will be responsible for making meeting arrangements and providing notification

Per Section 3.2 the meetings will be opportunities for representatives to set direction, discuss issues, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities.

The EOOC meets at a minimum, once a year during June or July at the County Administration Building, 1800 27th Street, Building B, Room B1-501, Vero Beach, FL. Minutes of meetings are taken by the Board of County Commissioners Office.

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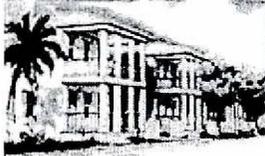
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Dec 2020  
meeting

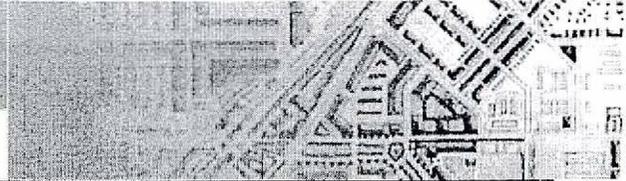
Resolution #92-57 of April 7, 1992 approved first amendment to agreement designating the Chamber of Commerce as the Official County Tourist Bureau (amended Resolution #89-9 of January 17, 1989); Ordinance #90-20 of September 21, 1990 established Chapter 103-commissions and Boards; Ordinance #87-11 of February 4, 1987 appointed membership, established taxing district and tourist development tax; Resolution #86-102 of November 18, 1986 indicated intention to consider enactment of an ordinance imposing a tourist development tax, appointing the membership and the purpose of the TDC

Total of 9 Members: (1) County Commissioner, (2) Municipal Officers, (3) Owners or operators of motels, hotels, recreational vehicle parks or other tourist accommodations, (3) Persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, but who are not owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations. Members serve a 4-year term.

Meetings are held on call at the County Administration Building A, 1801 27th Street, Vero Beach 32960 in the Commission Chambers.



# About the Council



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TREASURE COAST REGIONAL PLANNING COUNCIL

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## Treasure Coast Regional Planning Council

421 SW Camden Avenue  
Stuart, Florida 34994

Telephone 772-221-4060  
Fax 772-221-4067

[link to TCRPC staff](#)

**Annual Reports**   [Council's 2016 Annual Report](#)   [Council's 2017 Annual Report](#)   [Council's 2018 Annual Report](#)

**What is TCRPC** It is the Treasure Coast's only regional forum where elected and appointed leaders regularly come together to discuss complex regional issues; develop strategic regional responses for resolving them; and build consensus for setting and accomplishing regional goals. Elected officials serve annual terms, and gubernatorial appointees serve three-year terms. TCRPC is made up of nineteen elected officials and nine gubernatorial appointees.

[See list of current members and their alternates >>](#)

Council operates a number of programs and services for regional planning and economic development designed to satisfy the needs of its public and private sector customers and foster the healthy and orderly growth of the Region.



**Who it Serves** A not-for-profit organization created by and for local governments to provide planning and technical assistance services and assist in carrying out Florida's growth management programs. It was established in 1976 through an interlocal agreement between Indian River, St. Lucie, Martin, and Palm Beach counties. Membership includes all four counties and 52 municipalities.

**Why TCRPC** It works quickly and efficiently in bringing communities together to:

- provide a forum and mechanism by which local governments can avoid and resolve inter-jurisdictional conflicts in a positive manner

- allow for cost sharing and savings between local governments and minimize the need for duplicative efforts
- assure that state and federal goals and objectives are carried out with respect for local and regional desires and conditions
- establish a local government think tank for early identification of opportunities
- respond to local government requests for assistance. Council responds to over 1,000 requests annually for planning assistance

**TCRPC is by, of and for Local Government**

It provides the necessary leadership to develop coherent policy and strategies by which different agencies and levels of government can act cooperatively. It provides both state and local policy makers with information they need to solve problems and build a better future for their residents. It is a strong advocate for local governments in issues where federal and state involvement and interest are a concern.

**TCRPC is Effective**

It works exactly as it was intended, and it does its job well. It is a nationally recognized leader in grass roots community involvement, education and urban design programs aimed at revitalizing communities and keeping the Region competitive.

This regional council is not afraid to raise new issues and has the unique ability to address them. It is difficult to influence except by facts and logic. It represents the conscience of its local jurisdictions.

**Services to Citizens and Local Government**

- Local and Regional Comprehensive Planning Assistance
- Urban Design, Town Planning and Redevelopment Initiatives
- Emergency Preparedness
- Economic Development Initiatives
- Dispute Resolution
- Public Event Planning and Facilitation Services
- Computer Imaging
- Visioning and Community Preference Surveys
- Transportation Planning
- Natural Resource and Energy Planning
- Affordable Housing Initiatives
- Census 2000 Resources

**Mission Statement**

To encourage and enable local units of government and citizenry to assemble and cooperate with one another and with representatives of major economic interests, to promote health, safety, and general welfare of the citizenry, and to plan for future development of the Region that will keep it competitive and afford a high quality of life.

Regional planning councils are recognized as Florida's only multipurpose regional entity in a position to plan for and coordinate intergovernmental solutions to growth-related problems on greater-than-local issues, provide technical assistance to local governments, and meet other needs of its communities. Chapter 186.502 (4) *Florida Statutes*



## CITY COUNCIL AGENDA TRANSMITTAL

**COUNCIL MEETING DATE:**

September 23, 2020

**AGENDA ITEM TITLE:**

Indian River County Commission Meeting  
Monthly Monitoring Assignments

**BACKGROUND:**

Each year City Council sets up a monthly Indian River County Commission monitoring schedule. This enables a member of Council to monitor the agendas and meetings for items affecting the City and report back to Council.

Attached are the remaining, unassigned 2020 dates for the Commission

**Attachments:**

Calendar of meeting dates

City Clerk Authorization: \_\_\_\_\_

*J. Williams*

Date: 9-17-2020

**INDIAN RIVER COUNTY  
BOARD OF COUNTY COMMISSION  
2020 MEETING DATES**



**9:00 A.M.**

|                   |
|-------------------|
| January 7, 2020   |
| January 14, 2020  |
| January 21, 2020  |
| February 4, 2020  |
| February 11, 2020 |
| February 18, 2020 |
| March 3, 2020     |
| March 10, 2020    |
| March 17, 2020    |
| April 7, 2020     |
| April 14, 2020    |
| April 21, 2020    |
| May 5, 2020       |
| May 12, 2020      |
| May 19, 2020      |
| June 2, 2020      |
| June 9, 2020      |

|                    |
|--------------------|
| June 16, 2020      |
| June 23, 2020      |
| July 7, 2020       |
| July 14, 2020      |
| August 18, 2020    |
| September 15, 2020 |
| September 22, 2020 |
| October 6, 2020    |
| October 13, 2020   |
| October 20, 2020   |
| November 3, 2020   |
| November 10, 2020  |
| November 17, 2020  |
| December 1, 2020   |
| December 8, 2020   |
| December 15, 2020  |

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## CITY COUNCIL AGENDA TRANSMITTAL

**Council Meeting Date:** September 23, 2020

**Agenda Item Title:** Approval to Award Invitation to Bid (ITB) #20-07 Fisherman's Landing Shoreline Protection & Parking Improvements.

**Recommendation:** The Procurement Division, on behalf of the Community Development Department, recommends that the Council AWARD ITB #20-07 for Fisherman's Landing Shoreline & Parking Improvements to **FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.**

**Background:** An ITB soliciting these services was advertised via the local newspaper and released on July 14, 2020 via the City's website; DemandStar.com and VendorLink.com. All bids were due on August 21, 2020, in which three (3) responsive bids were received. Bidder's had the option of submitting physical bid packages or conveniently submitting electronically online. All bids were reviewed for responsiveness by the Procurement Division and reviewed by the end-user department to ensure all requirements were met as provided in the solicitation documents and specifications. It is recommended to award ITB #20-07 to the lowest, responsive and responsible Bidder, **FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.** for Fisherman's Landing Shoreline & Parking Improvements.

The shoreline and parking improvements were designed by Applied Technology & Management and Schulke, Bittle & Stoddard LLC. The design for construction considered the City's relationship with Fisherman's Landing Sebastian, Inc. and ensured to incorporate space needed to allow no disruption to their operation. Collaboration with the Fisherman's Landing group resulted in the agreement of some cost being paid by them.

The bid amount of \$560,635.56 includes all labor, materials, supervision, equipment, tools, transportation, supplies and expertise necessary for providing shoreline protection and parking lot improvements at Fisherman's Landing located at 1540 Indian River Drive, Sebastian, FL 32958. The option to replace asphaltic concrete with heavy duty concrete would increase the bid amount to \$561,999.31.

**If Agenda Item Requires Expenditure of Funds:**

Total Cost: not to exceed **\$562,000**

Fund to Be Utilized for Appropriation: **FIND Grant / DST / Fisherman's Landing Sebastian, Inc.**

Administrative Services Department Review: *Kenneth W. Gilgore*

City Attorney Review: \_\_\_\_\_

Purchasing Department Review, if required: *Kenneth W. Gilgore for ADAM MARE FOSBER*

**Attachments:**

1. Bid Tabulation ITB 20-07
2. Bid Form submitted by Recommended Bidder
3. Reference Checks for Recommended Bidder
4. Proposed Agreement

City Manager Authorization: *[Signature]*

Date: *9/17/2020*



## BID TABULATION

**ITB #20-07 Fisherman's Landing Shoreline Protection &  
 Parking Improvements (Re-Bid)**  
Bid Opening: August 21, 2020 at 2:00 PM EST

**Date:** August 21, 2020

| <b>Bids Received</b>                     | <b>BASE BID TOTAL</b>                     | <b>TOTAL W/<br/>ALTERNATE OPTION</b>      |
|------------------------------------------|-------------------------------------------|-------------------------------------------|
| DOUG WILSON ENTERPRISES, INC.            | \$ <del>778,666.80</del><br>\$ 778,650.89 | \$ <del>784,747.71</del><br>\$ 784,724.19 |
| FERREIRA CONSTRUCTION DIVISION CO., INC. | \$ 560,635.56                             | \$ 561,999.31                             |
| RUSH MARINE, LLC                         | \$ <del>903,211.05</del><br>\$ 903,211.98 | \$ <del>961,754.85</del><br>\$ 961,755.20 |

 : Correction made due to Bidder calculation error(s)

**Notes:**

1. The above list of bids received is made available for information purposes only, requested in the form of a Public Records Request in accordance with Chapter 119, Florida Statutes.
2. The City of Sebastian has a pending review of the bids by the Procurement Division and end-user department to determine lowest, most responsive and responsible Bidder.
3. The City of Sebastian shall have no liability to any successful Bidder unless and until the City executes a contract with such Bidder.
4. If additional information is requested, Bidder(s) will be contacted and such notice will be provided.
5. Any and all notices will be posted on the City's website, DemandStar.com and VendorLink.com.

If there are any questions or request for clarification regarding this list of bids received, please contact **Ann-Marie Fraser, CPPB, MBA – Procurement/Contracts Manager** at [afraser@cityofsebastian.org](mailto:afraser@cityofsebastian.org).

Thank you for your interest in doing business with the City of Sebastian.



**FISHERMAN'S LANDING SHORELINE PROTECTION & PARKING IMPROVEMENTS (RE-BID)**

|                         |                                                   |               |                                      |
|-------------------------|---------------------------------------------------|---------------|--------------------------------------|
| <b>COMPANY NAME:</b>    | Ferreira Construction Southern Division Co., Inc. |               |                                      |
| <b>COMPANY ADDRESS:</b> | 13000 SE Flora Ave., Hobe Sound FL 33455          |               |                                      |
| <b>CONTACT PERSON:</b>  | John Ciabattari                                   | <b>TITLE:</b> | Vice President                       |
| <b>PHONE:</b>           | (772) 286-5123                                    | <b>EMAIL:</b> | iciabattari@ferreiraconstruction.com |

Work includes shoreline protection and parking lot improvements at Fisherman's Landing located at 1540 Indian River Drive, Sebastian, FL 32958. The awarded Contractor agrees to furnish all labor, materials, supervision, equipment, tools, transportation, supplies and expertise necessary for providing services in a good, firm, substantial and workmanlike manner, in accordance with the specifications listed in Attachment A – Site Construction Plans. Bidder is responsible for confirming exact lengths for bidding.

| SHORELINE PROTECTION BID              |                                   |          |      |            |                      |
|---------------------------------------|-----------------------------------|----------|------|------------|----------------------|
| Item                                  | Description                       | Quantity | Unit | Unit Price | Total                |
| S-1                                   | Site Clearing/Demo/Debris Removal | 250      | LF   | 65.45      | 16,362.50            |
| S-2                                   | Erosion and Sediment Control      | 1        | LS   | 754.15     | 754.15               |
| S-3                                   | Excavation and Disposal           | 1        | LS   | 5,337.70   | 5,337.70             |
| S-4                                   | Armor Stone                       | 880      | TONS | 129.45     | 113,916.00           |
| S-5                                   | Filter Stone                      | 240      | TONS | 136.45     | 32,748.00            |
| S-6                                   | Geotextile Fabric                 | 1000     | SY   | 4.50       | 4,500.00             |
| S-7                                   | Compacted Fill                    | 73       | CY   | 11.05      | 806.65               |
| S-8                                   | Site Restoration and Cleanup      | 1        | LS   | 16,541.40  | 16,541.40            |
| <b>SHORELINE PROTECTION BID TOTAL</b> |                                   |          |      |            | <b>\$ 191,068.40</b> |

| PARKING IMPROVEMENTS BID (BASE) |                                                        |          |      |            |            |
|---------------------------------|--------------------------------------------------------|----------|------|------------|------------|
| Item                            | Description                                            | Quantity | Unit | Unit Price | Total      |
| P-1                             | Mobilization <sup>*1</sup>                             | 1        | LS   | 102,188.75 | 102,188.75 |
| P-2                             | Maintenance of Traffic                                 |          |      |            |            |
|                                 | P-2.1 -M.O.T.                                          | 1        | LS   | 7,428.26   | 7,428.26   |
| P-3                             | Erosion Control & Stormwater Pollution Prevention Plan | 1        | LS   | 1,267.85   | 1,267.85   |
| P-4                             | Clearing, Grubbing, & Demo                             |          |      |            |            |
|                                 | P-4.1 Clearing & Grubbing                              | 1        | LS   | 962.30     | 962.30     |
|                                 | -Clear & Grub Site - 0.35 AC±                          |          |      |            |            |
|                                 | -Clear & Grub R-O-W - 0.07 AC±                         |          |      |            |            |
|                                 | P-4.2 Demo --- All                                     | 1        | LS   | 18,460.90  | 18,460.90  |
|                                 | -Apron (offsite) - 1563 SF±                            |          |      |            |            |
|                                 | -Curb (offsite) - 142 LF±                              |          |      |            |            |
|                                 | -Concrete (on-site) - 1210 SF±                         |          |      |            |            |
|                                 | -Demo/Remove 6" Drainage/Cap Exist 6" Drainage         |          |      |            |            |
|                                 | -Demo all other Pavement & Structures on-site          |          |      |            |            |
|                                 | -Demo Asphalt Millings (also see bid no. P-5.1)        |          |      |            |            |
|                                 | P-4.3 Tree Protection                                  | 1        | LS   | 744.95     | 744.95     |
| P-5                             | Earthwork; Excavation & Grading (Standard Bid)         |          |      |            |            |
|                                 | P-5.1 -Regular Excavation and Removal <sup>*2</sup>    | 805      | CY   | 18.55      | 14,932.75  |
|                                 | P-5.2 -Borrow Excavation (Import) <sup>*3</sup>        | 239      | CY   | 25.35      | 6,058.65   |
|                                 | P-5.3 -Grading, all surfaces                           | 1922     | SY   | 0.55       | 1,057.10   |
| P-6                             | Pavement, Parking Areas, and Sidewalks (standard bid)  |          |      |            |            |
|                                 | P-6.1 Asphalted Concrete Pavement                      | 6056     | SF   | 7.35       | 44,511.60  |
|                                 | -2" Asphaltic Concrete                                 |          |      |            |            |
|                                 | -10" Coquina Shell                                     |          |      |            |            |
|                                 | -Compacted Sub-Grade                                   |          |      |            |            |
|                                 | P-6.2 Concrete Pavement                                | 4878     | SF   | 7.75       | 37,804.50  |
|                                 | -6" Heavy Duty Concrete                                |          |      |            |            |
|                                 | -8" Stabilized Sub-Grade                               |          |      |            |            |
|                                 | P-6.3 Concrete Sidewalk                                | 853      | SF   | 5.30       | 4,520.90   |
|                                 | -5" Concrete Sidewalk                                  |          |      |            |            |
|                                 | -Compacted Sub-Grade                                   |          |      |            |            |

| CONTINUED: PARKING IMPROVEMENTS BID (BASE)                       |                                                                                                                                                                                                                                                                           |          |      |            |                   |
|------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|-------------------|
| Item                                                             | Description                                                                                                                                                                                                                                                               | Quantity | Unit | Unit Price | Total             |
| P-7                                                              | <b>Pavement Markings &amp; Signs</b>                                                                                                                                                                                                                                      |          |      |            |                   |
| P-7.1                                                            | <b>Pavement Markings</b>                                                                                                                                                                                                                                                  |          |      |            |                   |
| A.                                                               | -6" WHT (Paint)                                                                                                                                                                                                                                                           | 193      | LF   | 1.30       | 250.90            |
| B.                                                               | -6" DBL YL Thermo                                                                                                                                                                                                                                                         | 43       | LF   | 9.30       | 399.90            |
| C.                                                               | -12" WHT Thermo                                                                                                                                                                                                                                                           | 57       | LF   | 18.60      | 1,060.20          |
| D.                                                               | -24" WHT Thermo                                                                                                                                                                                                                                                           | 13       | LF   | 27.90      | 362.70            |
| E.                                                               | -Handicap Parking (Paint; 1 Location)                                                                                                                                                                                                                                     | 1        | EA   | 224.80     | 224.80            |
| F.                                                               | -"Loading" (Paint; 3 Locations)                                                                                                                                                                                                                                           | 3        | EA   | 30.40      | 91.20             |
| G.                                                               | -"No Parking" (Paint, 1 Location)                                                                                                                                                                                                                                         | 1        | EA   | 36.45      | 36.45             |
| P-7.2                                                            | <b>Signs</b>                                                                                                                                                                                                                                                              |          |      |            |                   |
| A.                                                               | -FTP-21-06                                                                                                                                                                                                                                                                | 1        | EA   | 109.35     | 109.35            |
| B.                                                               | -FTP-22-06                                                                                                                                                                                                                                                                | 1        | EA   | 115.45     | 115.45            |
| C.                                                               | -R1-1                                                                                                                                                                                                                                                                     | 1        | EA   | 297.70     | 297.70            |
| D.                                                               | -R7-1                                                                                                                                                                                                                                                                     | 2        | EA   | 224.80     | 449.60            |
| E.                                                               | -R7-6                                                                                                                                                                                                                                                                     | 3        | EA   | 224.80     | 674.40            |
| F.                                                               | -"BIKE PARKING ONLY"                                                                                                                                                                                                                                                      | 1        | EA   | 297.70     | 297.70            |
| G.                                                               | -"NO ENTRY FISHERMAN ONLY"                                                                                                                                                                                                                                                | 1        | EA   | 297.70     | 297.70            |
| P-7.3                                                            | - Wheel Stops                                                                                                                                                                                                                                                             | 6        | EA   | 36.45      | 218.70            |
| P-8                                                              | <b>Drainage</b>                                                                                                                                                                                                                                                           |          |      |            |                   |
| P-8.1                                                            | -M.E.S.                                                                                                                                                                                                                                                                   | 2        | EA   | 385.00     | 770.00            |
| P-8.2                                                            | <b>Inlets</b>                                                                                                                                                                                                                                                             |          |      |            |                   |
|                                                                  | -Type 'C' Inlet                                                                                                                                                                                                                                                           | 2        | EA   | 2,420.20   | 4,840.40          |
| P-8.3                                                            | <b>Pipe</b>                                                                                                                                                                                                                                                               |          |      |            |                   |
|                                                                  | -12" ADS                                                                                                                                                                                                                                                                  | 120      | LF   | 31.20      | 3,744.00          |
| P-9                                                              | <b>Miscellaneous</b>                                                                                                                                                                                                                                                      |          |      |            |                   |
| P-9.1                                                            | -Wood Pier                                                                                                                                                                                                                                                                | 1        | LS   | 5,047.10   | 5,047.10          |
| P-9.2                                                            | -Fire Main Location, Permitting, & Relocation                                                                                                                                                                                                                             | 1        | LS   | 11,803.12  | 11,803.12         |
| P-9.3                                                            | -4' Aluminum Gate                                                                                                                                                                                                                                                         | 1        | EA   | 595.45     | 595.45            |
| P-9.4                                                            | -4' Aluminum Fence                                                                                                                                                                                                                                                        | 83       | LF   | 48.00      | 3,984.00          |
| P-9.5                                                            | -5' C.L. Gate                                                                                                                                                                                                                                                             | 1        | EA   | 461.75     | 461.75            |
| P-9.6                                                            | -4' C.L. Fence                                                                                                                                                                                                                                                            | 55       | LF   | 41.10      | 2,260.50          |
| P-9.7                                                            | -Rope Fence                                                                                                                                                                                                                                                               | 176      | LF   | 48.25      | 8,492.00          |
| P-9.8                                                            | -2" Gray PVC                                                                                                                                                                                                                                                              | 73       | LF   | 2.00       | 146.00            |
| P-9.9                                                            | -2" White PVC                                                                                                                                                                                                                                                             | 73       | LF   | 2.00       | 146.00            |
| P-9.10                                                           | -Sod per plans                                                                                                                                                                                                                                                            | 1120     | SY   | 3.05       | 3,416.00          |
| P-10                                                             | <b>Survey &amp; Testing</b>                                                                                                                                                                                                                                               |          |      |            |                   |
| P-10.1                                                           | -Stake-out/As Builts                                                                                                                                                                                                                                                      | 1        | LS   | 6,449.15   | 6,449.15          |
| P-10.2                                                           | -Testing (Geotechnical)                                                                                                                                                                                                                                                   | 1        | LS   | 2,454.70   | 2,454.70          |
| P-11                                                             | <b>Site Electric**</b>                                                                                                                                                                                                                                                    |          |      |            |                   |
|                                                                  |                                                                                                                                                                                                                                                                           | 1        | LS   | 36,455.60  | 36,455.60         |
|                                                                  | -(1) Lumec DMSS0-55W32LED4K-T-LE4F-HS Heads mount on (1) 18' Ameron VEF5.5 Pole (5A) (4 total)<br>-20 AMP, Single Phase Breaker to be installed in existing panel<br>-3/4" PVC Electrical Conduit (200± LF)<br>-#10 THHN Wire (600± LF)<br>-PhotoCell<br>-Tork Time Clock |          |      |            |                   |
| P-12                                                             | <b>Water Service</b>                                                                                                                                                                                                                                                      |          |      |            |                   |
| P-12.1                                                           | -Hose Bibs                                                                                                                                                                                                                                                                | 4        | EA   | 43.95      | 175.80            |
| P-12.2                                                           | -3/4" PVC Water Line                                                                                                                                                                                                                                                      | 93       | LF   | 6.95       | 646.35            |
| P-12.3                                                           | -1" RPZ                                                                                                                                                                                                                                                                   | 1        | EA   | 1,570.20   | 1,570.20          |
| P-12.4                                                           | -Misc. Plumbing**5                                                                                                                                                                                                                                                        | 1        | EA   | 607.60     | 607.60            |
| P-12.5                                                           | -Water Service**6                                                                                                                                                                                                                                                         | 1        | EA   | 3,981.25   | 3,981.25          |
| <b>PARKING IMPROVEMENTS BID TOTAL</b>                            |                                                                                                                                                                                                                                                                           |          |      |            | <b>342,872.28</b> |
| <b>SHORELINE PROTECTION &amp; PARKING IMPROVEMENTS BID TOTAL</b> |                                                                                                                                                                                                                                                                           |          |      |            | <b>533,938.63</b> |
| Contingency (5% of Bid Total)                                    |                                                                                                                                                                                                                                                                           |          |      |            | 26,696.93         |
| <b>BASE BID TOTAL</b>                                            |                                                                                                                                                                                                                                                                           |          |      |            | <b>560,635.56</b> |



|    |                                                                                                                                                                                                                                                                                                                              |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| *1 | Shall include, in addition to contractors overhead, administrative costs, general conditions costs; those costs associated with all requirements including labor and material to implement the phasing of construction; labor and material to install temporary fence and gates, signs, walkways; and other incidental work. |
| *2 | Includes asphalt millings and contaminated surface materials.                                                                                                                                                                                                                                                                |
| *3 | All fill provided to be imported clean material (type 3 select). All excavated material (millings/surface soil) are unsuitable for on-site embankment and shall be removed from the site at contractor's expense.                                                                                                            |
| *4 | Shall include all necessary labor & materials to install parking lot lighting - including modifications to and connection to the electrical control panel in the existing bathroom structure, and all other work necessary in accordance with the site power plan sheet number E1.1 prepared by KAMM Consulting.             |
| *5 | Misc. plumbing shall include taps, connections, disconnections, testing, and all else required to complete plumbing installation.                                                                                                                                                                                            |
| *6 | Shall include service top/corp stop, P.E. line, curb stop, meter box, and all other items to install a complete water service in accordance with I.R.C.D.U.S. standard specifications                                                                                                                                        |

**(ALTERNATE) PARKING IMPROVEMENTS BID OPTION:  
Replace 3631 SF Asphaltic Concrete with Heavy Duty Concrete**

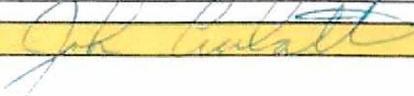
| Description                       | Quantity | Unit | Unit Price         | Total                    |
|-----------------------------------|----------|------|--------------------|--------------------------|
| <u>Delete:</u>                    |          |      |                    |                          |
| P-5.2 -Borrow excavation (Import) | 17       | CY   | <del>(23.20)</del> | <del>(\$394.74)</del>    |
| P-6.1 Asphalted Concrete Pavement | 3631     | SF   | <del>(87.36)</del> | <del>(\$26,687.85)</del> |
| -2" Asphaltic Concrete            |          |      |                    |                          |
| -10" Coquina Shell                |          |      |                    |                          |
| -Compacted Sub-Grade              |          |      |                    |                          |

|                                       |      |    |         |             |
|---------------------------------------|------|----|---------|-------------|
| <u>Add:</u>                           |      |    |         |             |
| P-5.1 -Regular Excavation and Removal | 13   | CY | \$18.55 | \$241.15    |
| P-6.2 Concrete Pavement               | 3631 | SF | \$7.75  | \$28,140.25 |
| -6" Heavy Duty Concrete               |      |    |         |             |
| -8" Stabilized Sub-Grade              |      |    |         |             |

|                                                                            |                               |  |  |              |
|----------------------------------------------------------------------------|-------------------------------|--|--|--------------|
| <b>ALTERNATE PARKING IMPROVEMENTS BID OPTION TOTAL</b>                     |                               |  |  | \$1,298.81   |
| <b>SHORELINE PROTECTION BID TOTAL</b>                                      |                               |  |  | \$51,066.80  |
| <b>SHORELINE PROTECTION &amp; ALTERNATE PARKING IMPROVEMENTS BID TOTAL</b> |                               |  |  | \$535,237.44 |
|                                                                            | Contingency (5% of Bid Total) |  |  | \$26,761.87  |
| <b>BID TOTAL WITH ALTERNATE BID OPTION</b>                                 |                               |  |  | \$561,999.31 |

The Bid Total shall remain in full force and effective for a period of sixty (60) days after the time bids are due. During this time, Bidder will not revoke or cancel this bid or withdraw from the competition. The Bidder further attests that the Bid Total herein proposed represents and includes the entirety of the work, fees, profit, overhead, general requirements, general conditions, etc., of the project per the ITB documents.

The Bidder, if awarded, agrees to the following:  
 - Contractor is responsible for submission of completed permit documents to City's Building Department. City will be responsible for all permit costs.  
 - Shall maintain a neat and orderly job site, clean up and consolidation for site storage is a must on a daily basis  
 - Contractor shall provide a one (1) year warranty against defects on all workmanship and materials

SIGNATURE:  DATE: 8/21/20  
August 21, 2020



FISHERMAN'S LANDING IMPROVEMENTS (RE-BID)

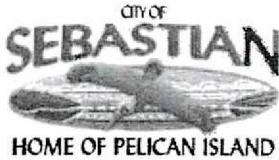
**REFERENCE LIST**

**Bidder's Name:** Ferreira Construction Southern Division Co. Inc.

List a minimum of three (3) client references that can speak to the Bidder's experience and performance, within the last five (5) years. The City will send Reference Check Surveys via email to the references provided. If the contact information is incorrect or the reference does not respond, the Bidder will lose points awarded for this criterion.

| Reference #1                   |                                                                       |
|--------------------------------|-----------------------------------------------------------------------|
| <b>Company Name:</b>           | <del>City of Stuart</del> Sailfish Point Property Owners' Association |
| <b>Location (City, State):</b> | Stuart, FL                                                            |
| <b>Contact Person:</b>         | <del>Mr. Marc Regolino</del> Mr. Richard Marx                         |
| <b>Contact Number:</b>         | <del>(772) 221-4700</del> (772) 225-1615                              |
| <b>Email Address:</b>          | <del>mregolino@ci.stuart.fl.us</del> engineer@sailfishpoint.com       |
| <b>Dates of Service:</b>       | <del>January 2018</del> 2010 - Present                                |
| <b>Services Provided:</b>      | <del>Shopards Park Seawall Improvements</del> Seawall Construction    |
| Reference #2                   |                                                                       |
| <b>Company Name:</b>           | Martin County Board of County Commissioners                           |
| <b>Location (City, State):</b> | Stuart Florida                                                        |
| <b>Contact Person:</b>         | Ms Kathy Fitzpatrick                                                  |
| <b>Contact Number:</b>         | (772) 260-4702                                                        |
| <b>Email Address:</b>          | kfitzpat@martin.fl.us                                                 |
| <b>Dates of Service:</b>       | February 2018                                                         |
| <b>Services Provided:</b>      | Bathtub Beach / Sailfish Point Renourishment 2018                     |
| Reference #3                   |                                                                       |
| <b>Company Name:</b>           | Florida Power and Light Company                                       |
| <b>Location (City, State):</b> | Juno Beach, Florida                                                   |
| <b>Contact Person:</b>         | Mr. Joel Jones, P.E.                                                  |
| <b>Contact Number:</b>         | (561) 339-5349                                                        |
| <b>Email Address:</b>          | joel.jones@fpl.com                                                    |
| <b>Dates of Service:</b>       | January 2020                                                          |
| <b>Services Provided:</b>      | St. Lucie Fairgrounds Site Development Storm Recovery Staging Area    |

**Failure to fully complete and submit this List may result in rejection of the submittal**



Administrative Services Department  
 Procurement Division  
 1225 Main Street  
 Sebastian, FL 32958  
 (772) 388-8231

**REFERENCE CHECK SURVEY**  
**SUBMIT VIA EMAIL: REFERENCES@CITYOFSEBASTIAN.ORG**

DATE: 09/04/2020

FIRM BEING SURVEYED: FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

1. Describe the scope of work performed by this firm for your organization or Provide Project Name. Seawall Construction, Seawall Restoration, Dredging, Marine Infrastructure Repairs, Bridge Repairs, Underground Utility Construction

2. Rate each of the criteria on a scale of 1-5, 5 being very satisfied and 1 being very unsatisfied. Please rate each criterion to the best of your knowledge.

**If you do not have sufficient knowledge of past performance in a particular area, please say N/A.**

| ITEM | CRITERIA                                               | SCORE |
|------|--------------------------------------------------------|-------|
| 1    | Provided services in a timely manner                   | 5     |
| 2    | Professionalism of Firm                                | 5     |
| 3    | Customer Service and Response Time to Client Inquiries | 5     |
| 4    | Quality of Work Performed                              | 5     |
| 5    | Ability to Maintain Accurate Documentation - Invoices  | 5     |
| 6    | Overall Client Satisfaction                            | 5     |

4. Were there any problems encountered with this firm during performance of the project? If so, how were they resolved?

This company is committed for the long haul and takes responsibility for extended period. The managers & employees show professionalism and consideration to the community.

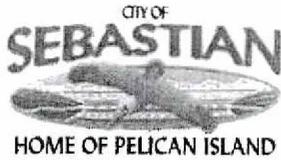
5. Would you re-hire this firm?

Yes:

No:

Maybe:

| <b>PERSON COMPLETING THE SURVEY</b> |                                                                                                               |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------|
| <b>COMPANY NAME:</b>                | <u>Sailfish Point Property Owners' Association</u>                                                            |
| <b>NAME:</b>                        | <u>Richard Marx (Project Engineer / Utility Director)</u>                                                     |
| <b>CONTACT INFORMATION:</b>         | <u>engineer@sailfishpoint.com</u>                                                                             |
| <b>SIGNATURE:</b>                   | <u>Richard Marx</u><br><small>Digitally signed by Richard Marx<br/> Date: 2020.09.04 09:26:45 -04'00'</small> |



Administrative Services Department  
Procurement Division  
1225 Main Street  
Sebastian, FL 32958  
(772) 388-8231

**REFERENCE CHECK SURVEY**  
**SUBMIT VIA EMAIL: [REFERENCES@CITYOFSEBASTIAN.ORG](mailto:REFERENCES@CITYOFSEBASTIAN.ORG)**

DATE: 8/25/2020

FIRM BEING SURVEYED: FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

1. Describe the scope of work performed by this firm for your organization or Provide Project Name.

Multiple dredging and beach construction projects in 2016, 2017 and 2018

2. Rate each of the criteria on a scale of 1-5, 5 being very satisfied and 1 being very unsatisfied. Please rate each criterion to the best of your knowledge.

**If you do not have sufficient knowledge of past performance in a particular area, please say N/A.**

| ITEM | CRITERIA                                               | SCORE |
|------|--------------------------------------------------------|-------|
| 1    | Provided services in a timely manner                   | 4     |
| 2    | Professionalism of Firm                                | 4     |
| 3    | Customer Service and Response Time to Client Inquiries | 5     |
| 4    | Quality of Work Performed                              | 4     |
| 5    | Ability to Maintain Accurate Documentation - Invoices  | 5     |
| 6    | Overall Client Satisfaction                            | 5     |

4. Were there any problems encountered with this firm during performance of the project? If so, how were they resolved?

There were minor timing and production production issues as the projects progressed, but their open lines of communication and willingness to work for the common goal always lead to a good resolution. I don't think you can ask for more.

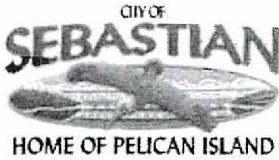
5. Would you re-hire this firm?

Yes:

No:

Maybe:

| <b>PERSON COMPLETING THE SURVEY</b> |                                 |
|-------------------------------------|---------------------------------|
| COMPANY NAME:                       | <u>Martin County BOCC</u>       |
| NAME:                               | <u>Kathy FitzPatrick</u>        |
| CONTACT INFORMATION:                | <u>kfitzpat@martin.fl.us</u>    |
| SIGNATURE:                          | <u><i>Kathy FitzPatrick</i></u> |



Administrative Services Department  
 Procurement Division  
 1225 Main Street  
 Sebastian, FL 32958  
 (772) 388-8231

**REFERENCE CHECK SURVEY**  
**SUBMIT VIA EMAIL: [REFERENCES@CITYOFSEBASTIAN.ORG](mailto:REFERENCES@CITYOFSEBASTIAN.ORG)**

DATE: August 25, 2020

FIRM BEING SURVEYED: FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

1. Describe the scope of work performed by this firm for your organization or Provide Project Name.
  - a. Storm Staging Site Paving Project. St. Lucie Fairgrounds - Earthwork excavation, storm drainage, limerock base, concrete curbing and flumes, asphalt paving and landscaping.
  - b. PDC Cfort Storage: Earthwork excavation and approx. 39,000 SF of 8" concrete paving.
2. Rate each of the criteria on a scale of 1-5, 5 being very satisfied and 1 being very unsatisfied. Please rate each criterion to the best of your knowledge.

**If you do not have sufficient knowledge of past performance in a particular area, please say N/A.**

| ITEM | CRITERIA                                               | SCORE |
|------|--------------------------------------------------------|-------|
| 1    | Provided services in a timely manner                   | 5     |
| 2    | Professionalism of Firm                                | 5     |
| 3    | Customer Service and Response Time to Client Inquiries | 5     |
| 4    | Quality of Work Performed                              | 5     |
| 5    | Ability to Maintain Accurate Documentation - Invoices  | 5     |
| 6    | Overall Client Satisfaction                            | 5     |

4. Were there any problems encountered with this firm during performance of the project? If so, how were they resolved?  
 Construction will always have issues but through good communication and a pro-active attitude on the part of Ferreira's staff we have not had any problems.

5. Would you re-hire this firm?

Yes:

No:

Maybe:

| <b>PERSON COMPLETING THE SURVEY</b> |                     |
|-------------------------------------|---------------------|
| <b>COMPANY NAME:</b>                | <u>FPL</u>          |
| <b>NAME:</b>                        | <u>Joel Jones</u>   |
| <b>CONTACT INFORMATION:</b>         | <u>561-339-5349</u> |
| <b>SIGNATURE:</b>                   | <u>Joel Jones</u>   |

*Note: FPL does not endorse one vendor over another. This information is provided based on past history and experience with this particular company.*

**FISHERMAN'S LANDING SHORELINE AGREEMENT**  
**ITB #20-07: Fisherman's Landing Shoreline Protection & Parking Improvements (RE-BID)**

This Agreement is entered into by the parties this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**1. Parties:**

City of Sebastian, a municipal corporation of the State of Florida, **(City)**.

and

Ferreira Construction Southern Division Co., Inc. **(Contractor)**.

**2. Designated Contact Person as to City:**

Lisa Leger Frazier, AICP **(PROJECT MANAGER)**  
 Community Development Director  
 1225 Main Street  
 Sebastian, Florida 32958  
Phone: 772-228-8228  
Cell: 772-404-1646  
Email: lfrazier@cityofsebastian.org

**3. Designated Contact Person as to Contractor:**

John Ciabattari **(PROJECT MANAGER)**  
 Vice President  
 13000 SE Flora Avenue  
 Hobe Sound, FL 33455  
Phone: 772-286-5123  
Cell: 772-286-5139  
Email: jciabattari@ferreiraconstruction.com

**4. Agreement Document.** In resolving conflicts, errors, discrepancies, and disputes concerning the scope of services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Amendment to this Agreement, (2) provisions of this Agreement, (3) provisions of the Invitation to Bid, (4) provisions of Contractor's Bid Submission, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

1. Exhibit "A" – Bid Form and Schedule submitted by Contractor
2. Exhibit "B" – Contractor's Bid Submission
3. Exhibit "C" – ITB #20-06 Solicitation Documents, including any addenda, plans and specifications

**5. Services.** Contractor shall furnish all labor, materials, supervision, equipment, tools, transportation, supplies and expertise necessary for providing shoreline protection and parking lot improvements at Fisherman's Landing located at 1540 Indian River Drive, Sebastian, FL 32958, in accordance with the specifications listed in Exhibit "C".

**6. Term and Completion Time.** The duration of the Agreement shall be for the completion of the work stated in Section 5. The project duration is 120 calendar days from the Notice to Proceed (NTP) for full completion of the project, including Punchlist items, and ready for final payment in accordance with the Agreement Documents. Refer to Exhibit "A" for Contractors intended schedule.

**NOTE: The City reserves the right to allow for any approved extensions. To remain compliant with receipt of grant funds, the project shall be completed on or before September 30, 2021.**

**7. Compensation.** City shall pay Contractor for the performance of the work, in accordance with the Bid Form set forth on the attached Exhibit "A" in the amount not to exceed **FIVE HUNDRED SIXTY-TWO THOUSAND DOLLARS AND ZERO CENTS (\$562,000.00)**. Item quantities can be modified as determined by the City, unit prices shall be consistent with Bid Form - Exhibit "A". Completed work must be inspected and accepted by the City of Sebastian's designated Project Manager.

**NOTE: The City reserves the right to request additional information or documentation to detail items on payment request.**

8. **COVID-19 Disclaimer.** Due to the public health and safety concerns relating to the COVID-19 Virus, the Stakeholder may, in their sole discretion, unilaterally alter the Term or other terms of the Agreement(s) or purchase order(s) to ensure the safety and welfare of the Stakeholders residents and employees. No prior written notice shall be necessary to modify the Term pursuant to this paragraph. Unless otherwise explicitly stated, all other provisions of the Agreement or Purchase Order shall be binding upon the parties.
9. **Notices.** All notices between City and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
10. **Modification of Agreement.** The Agreement may only be modified or amended upon mutual written agreement of City and Contractor. No oral agreements or representations shall be valid or binding upon City or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against City. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to City for payment. City's acceptance of product or processing of documentation on forms furnished by Contractor to City for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
11. **Services Provided by Contractor.** The Services to be provided by Contractor are summarized in Exhibit "C", attached to this Agreement. If City identifies any additional Services to be provided by Contractor that are not covered under the original Agreement, such additional services shall be made a part of this Agreement by a written Amendment.
12. **City's Project Manager.** City shall designate a Project Manager. All work done by the Contractor shall be subject to the review, inspection and acceptance of the Project Manager and the City. Any and all technical questions which may arise as to the quality, completeness and acceptability of work performed, or work to be performed, interpretation of plans/specifications and all technical questions as to the acceptable fulfillment of the Agreement on the part of the Contractor, shall be referred to the City Manager who will resolve such questions. All work shall be subject at all times to inspection and review by the Project Manager and the City.
13. **Projection Coordination.** Contractor must commit to participating in regularly scheduled (i.e. weekly or bi-weekly) project coordination meetings with the project's CEI and City's Project Manager throughout the duration of the project. A Pre-Construction Meeting will be held with the CEI, City's Project Manager, Contractor and all Sub-Contractors.
14. **Materials, Services, and Facilities:** It is understood that, except as otherwise specifically stated in the Agreement, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time. The City will provide Contractor with access to the Facilities so as to permit Contractor to meet its obligations herein.

**THIS PAGE INTENTIONALLY LEFT BLANK**

**15. Insurance.** During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide City a certificate(s) of insurance, evidencing such coverage. It is the Contractor's responsibility to ensure that the City has current Certificate(s) of Insurance at all times during the duration of the agreement, including renewal terms.

**15.1 Minimum Insurance Requirements.** The coverage's, limits or endorsements required herein protect the primary interests of City, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

|                                    |                                                                                                                                                                                     |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>General Liability Insurance</b> | Not less than \$2,000,000 Combined Single Limit per each occurrence.                                                                                                                |
| <b>Automobile Liability</b>        | Not less than \$1,000,000 Combined Single Limit                                                                                                                                     |
| <b>Worker's Compensation</b>       | In accordance with Florida Statutes 440, maintain worker's compensation insurance to the extent required by law for all their employees to be engaged in work under this Agreement. |

**15.2 Other Insurance Provisions:**

**15.2.1** City of Sebastian, its council members, officers, employees and agents are to be covered as an Additional Named Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the City, its council members, officers, employees and agents. Contractor shall provide a Certificate of Insurance to City with a thirty (30) day notice of cancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form.

**15.2.2** Contractor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed \$10,000, Contractor shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

**15.2.3** Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

**15.2.4** For all policies of insurance: Contractor and its insurance carrier waive all subrogation rights against City for all losses or damages that occur during the agreement and for any events occurring during the agreement period, whether the suit is brought during the agreement period or not. The City requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

- 16. Change Orders.** City may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Bid Price(s), or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order.
- 17. Indemnification.** The Contractor shall indemnify and hold the City harmless from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise out of the use and occupancy of the property by the Contractor, its family, associates, Contractors, agents, employees, customers and attendees. Nothing in this agreement shall be construed as the City waiving its immunity pursuant to §768.28, et seq., Florida Statutes, or any other sovereign or governmental immunity. The selected Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The selected Proposer expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.
- 18. Termination of Agreement.** Either party may terminate this Agreement by giving the other party thirty (30) days written notice. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-defaulting party may, at its option, terminate this Agreement by giving written notification thereof to the defaulting party. In the event of termination, City will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.
- 19. Licenses and Certifications.** Contractor, or its sub-Contractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as stipulated by the State of Florida and The City of Sebastian.
- 20. Public Records:** Contractor will keep and maintain public records required by the City to perform the service. Upon request from the City's custodian of public records, Contractor will provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the City. Upon completion of the Agreement, Contractor will transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology system of the City. If Contractor does not comply with the City's request for public records, the City shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT JEANETTE WILLIAMS, CUSTODIAN OF PUBLIC RECORDS, AT 1225 MAIN STREET, SEBASTIAN, FL 32958; EMAIL: [jwilliams@cityofsebastian.org](mailto:jwilliams@cityofsebastian.org); PHONE: 772-388-8215.**

**21. Liquidated Damages.** The City shall be entitled to **liquidated damages in the amount of One Hundred Dollars (\$100.00) per day for every day that the Contractor is late in completing the work requirements** as stipulated in the agreement, and solicitation documents. Said damages shall be deducted by the City from monies due to Contractor. If the Contractor fails to achieve full completion of the work by the timeframe established in the NTP (with an exception of any approved extensions set forth by the Project Manager), then liquidated damages will apply. **NOTE: The Contractor's recovery of damages and sole remedy for any delay caused by the City shall be an extension of time on the Agreement.**

**22. Payment of Payment Requests:**

22.1 **Prompt Payment.** City shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a properly received payment request/invoice is recorded as received by City, for Services completed to the satisfaction of City.

22.2 **Form of Request.** If the payment request is not received in proper order, City may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by City. City shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, City shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act", or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by City.

22.3 **Resolution of Payment Request Disputes.** In the event of a dispute between Contractor and City concerning the full or partial payment of a payment request, such disagreement shall be finally determined by City. If the dispute between Contractor and City involves a portion of a payment request, the undisputed portion shall be paid by City in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by City. The proceedings may include meetings between the parties, telephone conferences or such other measures to clarify the dispute and attempt to resolve the problem; they will be concluded by a final written decision by City within sixty (60) business days after the date on which the payment request was recorded as being received by City. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

22.4 **Payments to Subcontractors.** When Contractor receives from City any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

## 23. Warranties:

- 23.1 **Warranty of Ability to Perform.** Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.
- 23.2 **Warranty Against Defects in Workmanship.** Contractor shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by City. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from City, at no additional expense to City. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by City.
- 23.3 **Warranty of Standard Care.** In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and City notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to City the benefits of any of Contractor's sub consultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to City under this Agreement.
- 23.4 **Warranty of Title.** Title to any work product furnished by Contractor under the Agreement shall pass to City to the extent of the payments made for such by City, or on the date that City accepts the completed Services of Contractor. When title passes to City in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

## 24. Additional Terms and Conditions (alphabetically listed):

- 24.1 **Assignment.** Neither City nor Contractor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless City expressly waives such secondary liability.
- 24.2 **Bankruptcy or Insolvency.** Contractor shall promptly notify City in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Services under this Agreement.
- 24.3 **Compliance with Laws.** Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.
- 24.4 **Conflict of Interest.** Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any agreement, sub-agreement, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect.

- 24.5 **Correction of Services.** Contractor shall promptly remove from the premises all Services rejected by City for failure to comply with the Agreement, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Agreement, without additional expense to City, and shall bear the expense of making good all Services of other Contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from City, City may remove such Services on their own and store the materials at the expense of Contractor.
- 24.6 **City Funds.** If sufficient funding is not available for Contractor to complete the Services, City reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any City funds for the purpose of lobbying the legislature, or local, state or federal agencies.
- 24.7 **Debarment.** Contractor certifies to the best of their knowledge and belief, that they and their principals **1)** are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, City, State or Federal department or agency, **2)** have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, **3)** are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, **4)** have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and **5)** will advise City immediately if their status changes and will provide an explanation for the change in status.
- 24.8 **Discriminatory Vendor.** Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/bid on an agreement to provide any goods or services to a public entity, may not submit a Bid/Bid on an agreement with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Contractor, supplier, sub-Contractor, or consultant under an agreement with any public entity, and may not transact business with public entity.
- 24.9 **Dispute Resolution.** For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of agreement, mistake, misrepresentation, or other cause for agreement modification or rescission, City shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, City shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.
- 24.10 **Disposal of Wastes.** Contractor shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of City. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that City has the right to reject, for any reason, Contractor's use of any particular disposal facility. All unusable materials and debris shall be disposed of in an appropriate manner.
- The use of a roll off is permitted. Upon final completion, the Contractor shall thoroughly clean up all areas where Work was done as mutually agreed upon with the Project Manager. Contractor shall at all times, during the performance of Services, keep the Worksite free and clear of all rubbish and debris. Any material or waste generated by Contractor or its employees, agents and Subcontractors shall be removed and disposed of by the Contractor at its expense, to the satisfaction of the City. In the event Contractor fails to remove all rubbish, debris, materials and waste from the Worksite, the City may employ labor and equipment necessary to clear the site and charge Contractor for the City's cost incurred cleaning the site.
- Contractor shall restore in an acceptable manner or replace all property, both public and private, which has been displaced or damaged by the Contractor during the execution of the work. Contractor shall leave the Worksite unobstructed and in a neat and presentable condition. The term "property" shall include, but is not limited to, roads, sidewalks, curbs, driveways, walls, fences, landscaping, awnings, utilities, footings and drainage structures.
- 24.11 **Documentation.** All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of City upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to City of said document(s), City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of City.
- 24.12 **Drug Free Workplace:** Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706). Refer to Form F submitted with Bid.
- 24.13 **Electronic Signature(s).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

- 24.14 **Employees, Subcontractors and Agents.** All Contractor employees, subcontractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Contractor must comply with all security and administrative requirements of City. City may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, sub-Contractor, and agent of Contractor. City may refuse access to, or require replacement of, any of Contractor's employee, subcontractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with City's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. City may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents. City shall have the right to review and approve any sub-Contractor used by Contractor. Contractor shall be fully responsible to City for the acts and omissions of its subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and City of Sebastian, as required by law.
- All workmen must have sufficient knowledge, skill and experience to properly perform the work assigned to them. All workmen must have proper FDOT safety vest or safety shirts during any mowing, staging of MOT or clean-up operation.
- 24.15 **Environmental Issues.** All notifications regarding environmental issues or requirements shall be sent immediately to City's Contact Person. Unless directed otherwise by City, Contractor is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.
- 24.16 **Equal Employment Opportunity.** Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or City may require. The above shall be required of any sub-Contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-agreements entered into by Contractor. Sub-agreements entered into by Contractor shall also include all other applicable labor provisions. No sub-agreement shall be awarded to any non-complying sub-Contractor. Additionally, Contractor shall insert in its sub-agreements a clause requiring subcontractors to include these provisions in any lower tier sub-agreements that may in turn be made. Contractor shall comply with all state laws and local ordinances.
- 24.17 **E-Verification System.** Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of: (1) all persons employed by Contractor during the agreement term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Agreement. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
- 24.18 **Force Majeure Event.** Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.
- 24.19 **Governing Law and Venue.** The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Indian River County, Florida.
- 24.20 **Governmental Restrictions.** If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify City in writing, indicating the specific restriction. City reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to City.
- 24.21 **Immigration and Nationality Act:** Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. City will not intentionally award City agreements to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with City may result in immediate termination of the Agreement. City will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by City, if Contractor knowingly employs unauthorized aliens.

- 24.22 **Inspection, Performance, Supervision.** City reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by City for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by City, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. City reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. City reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by City, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon City to make an investigation either before or after award of the Agreement, but should City elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction and operations. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Services.
- 24.23 **Lawful Claims and Demands.** Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Services materialize after City has made Payment to Contractor, Contractor will indemnify and save City harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to City of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of City and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.
- 24.24 **Lobbying.** Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any City officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any City officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or agreements of any kind.
- 24.25 **Non-Collusion.** Contractor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Contractor intends to do the work with its own bona fide employees or subcontractors and has not provided a response for the benefit of another Contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public agreement.
- 24.26 **Non-Funding Clause.** In the event sufficient budgeted funds are not available or depleted, City shall notify Contractor of such occurrence and agreement shall terminate without penalty or expense to the City.
- 24.27 **Non-Performance Clause.** The Contractor recognizes that due to the nature of the services to be performed under this Agreement, it is essential that the Work be completed in a timely manner in accordance with the schedules approved by the City. Non-performance/deficiencies as identified by the City to the Contractor shall be addressed 1. Verbally 2. Written Notice. If the deficiency has not been corrected to the satisfaction of the City within the time frame provided, the City may have the work performed by either its internal personnel or a third party and charge the cost against payments due the Contractor. Repeated deficiencies may result in the termination of this Agreement.
- 24.28 **Permits.** The Contractor shall apply for all required building permits from City of Sebastian and is responsible for any associated fees.
- 24.29 **Project Site Conditions.** Contractor shall be deemed to have examined Project Site(s), if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.
- 24.30 **Protection of Persons.** Contractor will be responsible for the safety of its employees and the employees of its subcontractors, during the provision of the Services. Contractor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to City any accident or unusual occurrence during performance of the Services, including personal injury or death to any Contractor employee, sub-Contractor employee or any member of the public, or any damage to any of City's property, the Project Site, or adjacent property.
- 24.31 **Public Entity Crime.** 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, bid, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, bid, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- 24.32 **Relationship.** Contractor is an independent Contractor to City in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of City.
- 24.33 **Remedies.** If any event of default occurs, City shall have the right, at the option of City, to pursue all remedies available at law or equity, including the termination of this Agreement and all rights of Contractor hereunder. Notwithstanding City's termination of the Agreement, Contractor shall remain liable to City for all claims for damages, costs or attorney's fees arising prior to such termination.
- 24.34 **Risk of Loss.** Until the Services have been accepted by City, risk of loss or damage to any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the Services shall remain with Contractor.
- 24.35 **Schedules, Reports and Records.** Contractor shall submit to City cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, City reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by City. All schedules, reports and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement.
- 24.36 **Security and Confidentiality.** Contractor shall comply fully with all security procedures of City in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of the provision of the Services without the written consent of City. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on City's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Contractor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.
- 24.37 **Severability.** If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- 24.38 **Survival.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of the Agreement for any reason.
- 24.39 **Taxes.** Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. City will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. City is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by City directly from a dealer, distributor or manufacturer for materials, equipment or supplies ("direct purchase") instead of through the Contractor are exempt from sales, consumer, use and other similar taxes.
- 24.40 **Waiver.** The delay or failure by City to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of City's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude the City of any other or further exercise thereof or the exercise of any other right.

**25. Authority.** Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**IN WITNESS WHEREOF,** the parties hereto have caused these presents to be executed, the day and year noted above.

**ATTEST (SEAL):**

**THE CITY OF SEBASTIAN, FLORIDA:**

\_\_\_\_\_  
Jeanette Williams, MMC  
CITY CLERK

BY: \_\_\_\_\_  
Paul E. Carlisle,  
CITY MANAGER

Approved as to form and legality for  
reliance by the City of Sebastian only:

**FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.**

\_\_\_\_\_  
Manny Anon, Jr.  
CITY ATTORNEY

BY: \_\_\_\_\_  
John Ciabattari  
VICE PRESIDENT