



Fellsmere

CITY COUNCIL MEETING
22 S. Orange St., Fellsmere FL
June 6, 2024 – 7:00 P.M.
AMENDED AGENDA

1. CALL TO ORDER:
2. ROLL CALL:
3. PLEDGE OF ALLEGIANCE
4. INVOCATION:
5. APPROVAL OF MINUTES: (a) City Council Meeting of May 16, 2024.
6. PROCLAMATION: (a) Call for Special Election.

7. PUBLIC HEARINGS:
(a) ORDINANCE NO. 2024-20/AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP SERIES AS REQUESTED BY MARIAN ESTATES; AMENDING THE TEXT OF THE COMPREHENSIVE PLAN CHAPTER 1. FUTURE LAND USE ELEMENT, GOAL FLUE A. LAND USE OBJECTIVE FLUE A-3 INFILL DEVELOPMENT AND REDEVELOPMEN, POLICY FLUE A-3.2. OVERLAY DISTRICT BOUNDARIES ANDCHAPTER 1. FUTURE LAND USE ELEMENT GOAL FLUE B. FUTURE LAND USE MAP OBJECTIVE FLUE B-5 GARAFOLLO; FURTHER AMENDING THE FUTURE LAND USE MAP TO ADD 10.34 ACRES MORE OR LESS AS CR512 OLD TOWN OVERLAY DISTRICT; PROVIDING FOR RATIFICATION; AUTHORITY; COMPREHENSIVE PLAN TEXT AND MAP AMENDMENT; TRANSMITTAL PHASE; ADOPTION PHASE; TRANSMITTAL OF DRAFT PLAN AMENDMENT AND FINAL ADOPTION DOCUMENTS; COMPILATION; SEVERABILITY; CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE./ **2nd Reading and 1st Public Hearing for June 6, 2024 at 7:00pm.**

Recess as the City Council and Reconvene as the Board of Adjustments

- (b) RESOLUTION NO. 2024-30/ A RESOLUTION OF THE BOARD OF ADJUSTMENT OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, GRANTING A VARIANCE FOR LOT AREA, LOT DEPTH, FRONT SETBACK, AND SIDEWALK CONSTRUCTION REQUIREMENT ALONG NORTH WILLOW STREET, ALL FOR THE PROPERTY OWNED BY ANTHONY B. BROWN, SR. LOCATED AT 1005 VERNON STREET; PROVIDING FOR RATIFICATION; FINDINGS REQUIRED; APPROVAL OF VARIANCES; CONDITIONS OF APPROVAL; REPEAL OF CONFLICTING PROVISIONS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE./ **1st Reading and Public Hearing for June 6, 2024 at 7:00pm.**

Recess as the Board of Adjustment and Reconvene as the City Council

(c) RESOLUTION NO. 2024-32/ A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, PERTAINING TO THE GRANTING OF CONDITIONAL USE PERMIT AND SITE PLAN APPROVAL FOR ONE (1) MOBILE FOOD VENDING UNIT OWNED BY ANTHONY B. BROWN, SR. AT 1005 VERNON STREET; PROVIDING FOR RATIFICATION; CONSISTENCY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; APPROVAL OF CONDITIONAL USE PERMIT AND SITE PLAN; CONDITIONS OF APPROVAL; REPEAL OF CONFLICTING PROVISIONS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE./ **2nd Reading and Public Hearing for June 6, 2024 at 7:00pm.**

Recess as the City Council and Reconvene as the Community Redevelopment Agency.

(d) RESOLUTION NO. 2024-33/ A RESOLUTION OF THE CITY OF FELLSMERE COMMUNITY REDEVELOPMENT AGENCY INDIAN RIVER COUNTY, FLORIDA, CAUSING THE SUBMITTAL OF THE 2024 UPDATED AND MODIFIED PLAN WHICH CONTAINS AN EXTENSION OF THE COMMUNITY REDEVELOPMENT AGENCY TERM TO FORTY (40) YEARS SUNSETTING ON OCTOBER 1, 2046, TO THE CITY OF FELLSMERE, LOCAL PLANNING AGENCY/PLANNING AND ZONING COMMISSION AND CITY COUNCIL WITH ITS RECOMMENDATION FOR ADOPTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Recess as the Community Redevelopment Agency and Reconvene as the City Council.

8. PUBLIC COMMENTS:

9. MANAGER'S MATTERS:

10. MAYOR'S MATTERS:

11. COUNCIL MEMBER'S MATTERS:

12. CITY ATTORNEY'S MATTERS:

13. NEW BUSINESS:

(a) USDA RESOLUTION/ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FELLSMERE AUTHOURIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTIONG, ENLARGING, IMPROVING, AND/OR EXTENDING ITS 2023 ILF APLHA E SIDE BOOM MOWER AND EQUIPMENT FACILITY TO SERVICE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

(b) Approval of Boromei Contractors Change Order #1 for HLMP Public Works Building hardening project.

(c) Approval of MBV Engineering, Inc. Work Authorization #1 for professional engineering services for the State Street Stormwater Reservoir Expansion.

(d) Approval of Request for Proposals for Trimming and Removal Services.

(e) Discussion and direct course of action for Solid Waste Services.

(f) Discussion on City Clerk yearly review.

(g) RESOLUTION No 2024-63/A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA CALLING FOR A SPECIAL ELECTION IN THE CITY OF FELLSMERE FOR AUGUST 20,2024; STATING WHERE THE ELECTION SHALL BE HELD, NAMING THE OFFICE TO BE FILLED; CAUSING THE NOTICE OF SPECIAL ELECTION TO BE PUBLISHED IN ACCORDANCE WITH FLORIDA LAW; ESTABLISHMENT OF A QUALIFYING PERIOD; DELEGATING ADMINISTRATION

OF THE SPECIAL ELECTION IN MATTERS RELATING TO VOTERS, VOTING METHODS, PROCEDURES AND CANVASSING TO THE SUPERVISOR OF ELECTIONS FOR INDIAN RIVER COUNTY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

14. ADJOURNMENT:

***Courtesy Access to Meeting**

As a courtesy to the public, the city will attempt to provide coverage of the meeting by internet or telephonic means. Due to unforeseen technical or other difficulties access to the meeting may be interrupted or may not be possible at all via internet or by telephonic means, which will result in your inability to participate in the meeting. Should such technical difficulties occur, the meeting will continue without interruption and without your participation. To be assured of participation in the proceedings you must attend the meeting in person. For your information participation by internet or telephone does not constitute "presence" at the meeting under Florida law.

To join meeting from your computer, tablet, or smartphone: <https://meet.goto.com/194502717>
To join meeting using your phone call 1-646-749-3122 Access Code: 194-502-717

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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 based.

In accordance with the Americans with Disabilities Act and Section 286.26 Florida Statutes, any person who may need special accommodations or translators for this meeting must contact the City Clerk's Office at (772) 646-6301 or the TDD Line 772-783-6109 at least 48 hours in advance of the meeting. Copies of the proposed Ordinance and Resolution are available for review in the Office of the City Clerk, 22 S. Orange Street, Fellsmere FL between the hours of 8:30 a.m. and 12 noon and 1:00 p.m. and 5:00 p.m., Monday through Friday. Interested parties may appear at the meeting and be heard with respect to the proposed Ordinance and Resolution. The City Clerk must receive written comments at least 3 days prior to the Council meetings.

De conformidad con la Sección 286.0105 de los Estatutos de la Florida, la Ciudad informa al público de que: Si una persona decide apelar una decisión tomada por la junta, agencia o comisión con respecto a cualquier asunto considerado en dicha reunión o audiencia, necesitará un registro de los procedimientos, y que, para tal fin, él o ella puede necesitar asegurarse de que se realice un registro literal de los procedimientos, registro que incluya el testimonio y la evidencia sobre la cual se basará la apelación.

De acuerdo con la Ley de Estadounidenses con Discapacidades y la Sección 286.26 de los Estatutos de la Florida, las personas con discapacidades que necesiten adaptaciones especiales para participar en esta reunión deben comunicarse con la secretaria municipal al (772) 646-6301 o comunicarse con la Línea TDD 772-783-6109, al menos 48 Horas antes de la reunión. Copias de las propuestas Ordenanzas y / o Resoluciones están disponibles para su revisión en la Oficina de la secretaria municipal de la ciudad, 22 S. Orange Street, Fellsmere FL entre las 8:30 a.m. y 12 mediodía y 1:00 p.m. y 5:00 p.m. de lunes a viernes. Las personas interesadas pueden asistir a la reunión y ser escuchadas con respecto a las propuestas de las Ordenanzas y Resoluciones. La secretaria municipal debe recibir comentarios por escrito al menos tres (3) días antes de las reuniones del Consejo. CO20240606AGENDA.DOC

**CITY COUNCIL MEETING
May 16, 2024 – 7:00 P.M.
MINUTES**

1. **CALL TO ORDER:** Mayor Tyson called the meeting to order at 7:00 p.m.
2. **ROLL CALL:**
PRESENT: Council Member Herrera, Council Member Salgado, Council Member Hernandez, Council Member Renick, City Manager Mathes, and Mayor Tyson
ABSENT:
ALSO, PRESENT: Utility Director Kevin Burge, Public Works Director Andy Shelton, Building Director Kevin Klopec, Grant Administrator Laura Hammer and Police Chief Touchberry.
3. **PLEDGE OF ALLEGIANCE:** The Pledge was recited.
4. **INVOCATION:** Mayor Tyson gave the Invocation.
5. **APPROVAL OF MINUTES:(a)** City Council Meeting of May 2, 2024.

MOTION by Council Member Renick **SECONDED** by Council Member Hernandez to approve the minutes for the City Council Meeting May 2, 2024

ALL AYES:

MOTION CARRIED 5-0

6. **PRESENTATION: (a)** Life Saving Medal to Officer Steven Hellyer.

Chief Touchberry stated that he wanted to recognize one of the Fellsmere Police Officer's for what is arguably the most important service they can provide in public safety and that is saving a human life. On April 9th, 2024, Deputy Ayers was experiencing the onset of a stroke and because of Officer Hellyer's prompt and alert action Deputy Ayers personally credits Officer Hellyer as saving his life.

Chief Touchberry presented a Life Saving Medal to Officer Steven Hellyar. He added that Officer Hellyar will be leaving the Fellsmere Police Department because he has taken a job with the Indian River Shores Public Safety. He will be missed, and his vacancy has already been filled.

The City Council and audience rose to give Officer Hellyar a standing ovation.

Officer Steven Hellyar thanked all for the recognition and proceeded to take a photo with Mayor Tyson.

7. **PROCLAMATION: (a)** National Police Week

Mayor Tyson introduced the Proclamation and Attorney Perez read it in its entirety.

Police Chief Keith Touchberry thanked Council for honoring law enforcement officers that have made the ultimate sacrifice in the line of duty and recognizing National Police Week. This year, they lost three lives in the line of duty in the State of Florida, and one police canine. Last year when he was the President of the Florida Police Chiefs Association, he had the solemn duty of representing the association at the funeral service for one of those fallen officers who happen to be a Police Chief. The Police Chief was from a small rural town, Jasper that is in Hamilton County. He was coming out of his home to assist officers and a couple of deer went out in the road in front of him and eh crashed and burned into a tree. It was a horrible wreck. Police Chief Keith Touchberry represented the association at that service for him and met his wife and on behalf of the FPCA he will never forget that. He thanked Council for truly appreciating support to all Police Officers.

Officer Jesus Guzman and Officer David Dozer accepted the Proclamation and thanked Council for their support.

8. PUBLIC HEARINGS:

(a) ORDINANCE NO. 2024-20/AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP SERIES AS REQUESTED BY MARIAN ESTATES, AMENDING THE TEXT OF THE COMPREHENSIVE PLAN CHAPTER 1. FUTURE LAND USE ELEMENT, GOAL FLUE A. LAND USE OBJECTIVE FLUE A-3 INFILL DEVELOPMENT AND REDEVELOPMEN, POLICY FLUE A-3.2. OVERLAY DISTRICT BOUNDARIES ANDCHAPTER 1. FUTURE LAND USE ELEMENT GOAL FLUE B. FUTURE LAND USE MAP OBJECTIVE FLUE B-5 GARAFOLO; FURTHER AMENDING THE FUTURE LAND USE MAP TO ADD 10.34 ACRES MORE OR LESS AS CR512 OLD TOWN OVERLAY DISTRICT; PROVIDING FOR RATIFICATION; AUTHORITY; COMPREHENSIVE PLAN TEXT AND MAP AMENDMENT; TRANSMITTAL PHASE; ADOPTION PHASE; TRANSMITTAL OF DRAFT PLAN AMENDMENT AND FINAL ADOPTION DOCUMENTS; COMPILATION; SEVERABILITY; CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE./ *2nd Reading and 1st Public Hearing for May 16th, 2024 at 7:00pm.*

Mayor Tyson introduced the Ordinance and Attorney Perez, read Ordinance No. 2024-20 by title only.

Manager Mathes stated that at the request of Mr. Dill, he has coordinated with the applicant to request a continuance of this public hearing until June 6.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Renick **SECONDED** by Council Member Herrera to continue the Public Hearing for Ordinance No. 2024-20 to June 6,2024 at 7:00 pm, Council Chambers 22 S. Orange Street, Fellsmere, Florida.

ALL AYES

MOTION CARRIED 5-0

ROLL CALL: AYES: Council Member Herrera, Council Member Salgado, Council Member Hernandez, Council Member Renick and Mayor Tyson NAYS: None

ALL AYES

MOTION CARRIED. 5-0

City Council recessed and reconvened as the Board of Adjustments

(b) RESOLUTION NO. 2024-30/ A RESOLUTION OF THE BOARD OF ADJUSTMENT OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, GRANTING A VARIANCE FOR LOT AREA, LOT DEPTH, FRONT SETBACK, AND SIDEWALK CONSTRUCTION REQUIREMENT ALONG NORTH WILLOW STREET, ALL FOR THE PROPERTY OWNED BY ANTHONY B. BROWN, SR. LOCATED AT 1005 VERNON STREET; PROVIDING FOR RATIFICATION; FINDINGS REQUIRED; APPROVAL OF VARIANCES; CONDITIONS OF APPROVAL; REPEAL OF CONFLICTING PROVISIONS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE./ *1st Reading and Public Hearing for May 16th, 2024 at 7:00pm.*

Chairman Tyson introduced the Resolution and Attorney Perez, read Resolution No. 2024-30 by title only.

Manager Mathes stated that as a result of the applicant’s failure to provide their notice requirements there was a request for continuance of this public hearing until June 6.

Being no further discussion Chairman Tyson entertained a motion.

MOTION by Council Member Renick **SECONDED** by Council Member Herrera to continue the Public Hearing for Resolution 2024-30 to June 6,2024 at 7:00 pm, Council Chambers 22 S. Orange Street, Fellsmere, Florida.

ALL AYES

MOTION CARRIED 5-0

City Council recessed as the Board of Adjustment and reconvened as the City Council.

(c) RESOLUTION NO. 2024-32/ A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, PERTAINING TO THE GRANTING OF CONDITIONAL USE PERMIT AND SITE PLAN APPROVAL FOR ONE (1) MOBILE FOOD VENDING UNIT OWNED BY ANTHONY B. BROWN, SR. AT 1005 VERNON STREET; PROVIDING FOR RATIFICATION; CONSISTENCY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; APPROVAL OF CONDITIONAL USE PERMIT AND SITE PLAN; CONDITIONS OF APPROVAL; REPEAL OF CONFLICTING PROVISIONS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE./ *1st Reading and Set the 2nd Reading and 1st Public Hearing for May 16th, 2024 at 7:00pm.*

Mayor Tyson introduced the Resolution and Attorney Perez, read Resolution No. 2024-32 by title only.

Manager Mathes stated that this is related to the prior item and again because the applicants are missing the notice requirements, they have requested a continuance of this public hearing until June 6.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Renick **SECONDED** by Council Member Herrera to continue the Public Hearing for Resolution No. 2024-32 to June 6, 2024 at 7:00 pm, Council Chambers 22 S. Orange Street, Fellsmere, Florida.

ALL AYES

MOTION CARRIED 5-0

9. PUBLIC COMMENTS:

Mayor Tyson asked if anyone else from the public had a comment to state their name and address for the record, seeing and hearing none he continued with Manager's Matters.

10. MANAGER'S MATTERS: Chief Touchberry continued with his matters.

- **ACH Payments now available (direct account withdrawals)-** The City is putting a notice on this week's water bill, so it will be available with next month's payments. This allows them to have direct withdrawals from their bank accounts.
- **Utility Land Purchases east of Water Plant** – He asked for permission to continue researching the purchase of land east of the water plant for potential future utility needs. It is unrelated to the 97th Street project. And if it is something that we do find worthy of purchasing it would be through the utility fund, they would start with a wetland delineation, because obviously, there's wetlands, the city does not really want it. And that's permission to continue down that path. It is about a two-acre property immediately east of the water plant. Council agreed.
- **Cemetery Code Changes-** The City has had some requests for some dual burials and the current code does speak to that to some degree, but there needs to be some cleanup.
- **Memorial Day Celebration, 5/27 at 8am** – This will be held at the Kiwana's Park corner of CR512 and N. Broadway St.
- **FACT 5/17/24 at 9am, Auditorium**
- **City Hall Technology updates starting 06/03/24** – The Council Chambers will have sound amplification by mid-June. And the City will also have the Council Chambers connected to all the other shared rooms in City Hall, the auditorium and the community room in case there's overflow, there will be able to hear from those rooms as well.

Mayor Tyson stated that he wished more people from the city would show up for the Memorial Day service, they have that every year. They have it down now where the service lasts about 15 minutes, they get the Honor Guard from Sebastian, they do the 21-gun salute. They have a bugler; it is a nice ceremony that only lasts just a few minutes. He invited all to come out. He would like to see more participation.

Manager Mathes stated that he shared an updated list of all active capital projects. He just wanted to highlight there are three projects that are on hold because of the federal injunction on wetland permitting. The trailhead preserve phase two, State Street Reservoir Expansion, and the Rail Trail Broadway State Park, all of those have minor wetland impacts. Some of those may be federal jurisdiction. And the City had to basically reapply directly to the Federal Government instead of through

the State of Florida because of that court injunction. The City is working with their grantors to keep them up to speed there.

11. MAYOR'S MATTERS:

- (a) Grants Report
- (b) Police Department Report –April
- (c) Public Works Department Report - April
- (d) Water System Monitoring Report

Mayor Tyson stated that he thinks they are doing pretty good under the circumstances, they are under a lot of pressure right now with complaints and our neighbors out the county. They are wanting us to jump through hoops and they want us to stop our progress and the City is not going to do that. They are going to have to learn to live together. There are a lot of things happening, and his heart goes out to everybody that works in the City because he knows everybody is going to be busy and they have not even really started yet. He did ask Mr. Paladin if he had an idea when they would put the first shovel in the ground and his response was hopefully by January. He also asked him about the traffic, and his plan is to sell the first 100 houses and they will take the impact fee from that and that will start widening the road.

Manager Matthes added that they would be widening the road from Park Lateral to Willow. But at that same timeframe, the City would hopefully be finishing the 97th Street, which will come all the way out and then turn south and connect to 512. That street is behind the clinic. And that would give a parallel route. It is all part of the City's master plan, which they have in their comp plan, they have master plan of all the major roads that they will be having in the future to handle the growth. And they will implement them as they need them and as they can afford them.

Mayor Tyson stated that he and Maria attended the Treasure Coast Regional League of Cities Luncheon in Fort Pierce. They never can get our legislators, but their staff always comes out and gives them updates on what is going on.

12. COUNCIL MEMBER'S MATTERS:

- Council Member Herrera-** He stated he had no matters.
- Council Member Salgado-** She stated he had no matters.
- Council Member Hernandez –** She stated he had no matters.
- Council Member Renick –** He stated he had no matters.

13. CITY ATTORNEY'S MATTERS: Attorney Raul Perez reminded Council that Attorney Dill and Attorney Rhodeback are at a conference and that is why they are not present.

MOTION by Council Member Renick **SECONDED** by Council Member Herrera to remove item # 14(c) from the Agenda.

ALL AYES

MOTION CARRIED 5-0

14. NEW BUSINESS:

- (a) Approval of Work Authorization # 2 with Renker Eich Parks Architects for architectural services related to the Recreated Train Village project.

Grant Administrator Laura Hammer stated that architect Paul Palmer is already providing services under a proposal that Council approved on January 4, 2024. He is working to provide updates and compliance for building code changes in connection to three previously designed railroad structures down at the train village, the machine shop, warehouse, blacksmith shop and he is also designing a passenger station which is a forth structure signed and sealed construction documents, budget cost estimating, permitting, bidding services for the improvements in the recreated train village project. He is under master contract at this point. And with the portion that talks about the cultural facility

funds being awarded in summer 2024 is correct, they have been awarded. Unfortunately for the City grants, numbered and rank number one through 15 will be funded anything with a higher number than that will not get any grant funds this year. The City anticipated that that might happen, she believes the City was ranked 26 or 28. And the City had made alternate plans in case they did not receive the grant funding. Later, The City may later want to ask for some money using local and ARPA funds. But at this point at the City's request, alterations were made to the original scope of Paul Palmer's work. And that resulted in the need for additional design services. He submitted his proposal and the amount of \$6,140. The design changes will rotate the machine shop to fully relate to the adjacent outdoor space to make more opportunities for outdoor use, and it also allows for placement of a future electronic message board.

Manager Mathes added that they will be coming back to Council to seek permission to construct what they can afford to construct with local funds and potentially offer funds, but City Council will have a tough decision to make because they will not be able to cobble together enough money to do all of them. They will have to pick which one is most important for them and they cannot just pick a building because once they pick a building, they also have to pick the site infrastructure to support that building. This item is a change order the work order to allow some minor design changes which they think are important because they are creating and designing an outdoor space between the Section Forman's house which is out there, and the Machine Shop is going to be a high-quality outdoor space to expand the use opportunities of the Machine Shop. If that is going to be a community center let us create some outdoor space next to it that can further expand its use and its ability.

Mayor Tyson asked which one will store the generator.

Manager Mathes responded that it would be the Blacksmith Shop or the Warehouse. That has a separate pot of money of \$30,000 that was given to the City by Johnny Perez but that will probably not be enough to do all that building. He estimates the cost for the building to be no less than \$50,000 and no more than \$100,000.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Herrera **SECONDED** by Council Member Salgado to approve Work Authorization #2 with Renker Eich Parks Architects for architectural services.

ALL AYES

MOTION CARRIED 5-0

- (b) **RESOLUTION NO. 2024-53/** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FLORIDA DIVISION OF CULTURAL AFFAIRS CULTURAL FACILITIES PROGRAM REQUESTING \$300,000 FOR THE FELLSMERE HISTORIC TRAIN VILLAGE, AND FURTHER AUTHORIZING AN AMOUNT OF \$300,000 AS THE CITY'S REQUIRED MATCHING FUNDS.

Mayor Tyson introduced the Resolution and Attorney Perez read Resolution No 2024-53, by title only.

Grant Administrator Laura Hammer stated as mentioned, when we were speaking of item A, in anticipation of the announcement of funding, and knowing that the date that they were running up against in order to apply for this application, that they must have the application in by June 3, She prepared this Resolution and request to Council that they have an opportunity to apply for the Florida Division of Cultural Affairs cultural facilities program for the train village. And this will be the City's fourth attempt at grant funding.

Manager Mathes added that the first attempt the City was successful, but they had to give it back about 10 years ago. Second, Third they were not. The unique part about this and if there is an approval, he would like the approval to acknowledge that the local match will be a combination or one of the other infrastructure or ARPA. Because if Council chooses to go locally, since they did not get it the grant this year, they are going to spend the \$300,000 they have now set aside in ARPA

for that it will not be then available if they get the grant next year to do the rest of the buildings. If they use it now it will not be available, then. He wants to have the flexibility to use either ARPA or infrastructure depending on how Council makes their decisions going forward.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Renick **SECONDED** by Council Member Hernandez to approve Resolution No. 2024-53.

ALL AYES

MOTION CARRIED 5-0

- (c) Approval of changes to multiple sections of Part 1 – Standard Operating Procedures. –
Item was removed from the Agenda.

- (d) Approval of Kimley Horn Proposal for creation of required Water Supply Facilities Work Plan.

Manager Mathes stated that there is a State requirement that at any time the State updates the Statewide Water Supply Plan the City is supposed to update their water supply plan. The City has done this once before, back probably 10 years ago when they made their last major update. The City incorporated some references in their Comp Plan. And so that is basically what they have to do again, but they really do not actually have a document that is a water supply plan for Fellsmere so they are going to go ahead and take this opportunity to prepare their own water supply plan that will be consistent with the State Water Supply Plan, but it will be the City's supply plan. And then obviously, they will make amendments to the Comp Plan as required by state law to incorporate the state's stuff. And this be the City's first time doing a formal water supply plan. They always do water supply parts of the permits for City's water plant, but they have never really had a standalone documents. This is just more transparency, more education for our public and others about how the City deals with utilities and water supply. This will be funded through the water fund water department at about \$55,700.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Renick **SECONDED** by Council Member Salgado to approve Kimley Horn Proposal for creation of required Water Supply Facilities Work Plan.

ALL AYES

MOTION CARRIED 5-0

- (e) Award proposal and authorize Mayor to execute contract with sole bidder Dickerson Florida for the Alleyway Grading. (Grant Award is \$1,000,000)

Grant Administrator Laura Hammer stated that in June of 2023, the City entered into an agreement with the State of Florida Department of Environmental Protection for a grant to fund the City of Fellsmere Stormwater Improvement Projects. This project entails constructing a swale stormwater management system for certain north south alleys within the historic plat of Fellsmere to treat stormwater and provide additional flood mitigation. The grant award is \$1 million with no grant, an RFP for design and construction of alleyway grading was issued on March 11, 2024. Dickerson Florida was the sole bidder. The sole bid is acceptable to staff. The Florida Department of Environmental Protection stated that a single bid is sufficient under their bid requirements. The City has confirmed that Dickerson Florida is in good standing regarding debarment. She asked Council to approve Dickerson as the sole bidder, so they may issue a notice of award and authorize the Mayor to sign the contract.

Mayor Tyson asked which alleyways will be done.

Manager Mathes responded that one of the grants is the Northwest quadrant and the other is doing the Southeast quadrant because Public Works Director has indicated those are the worse swales in

town. There are a few places that the City has approved alleyway driveways or alleyway garages. Obviously if they run into those with these projects, the City will have to tweak around it because they cannot take away rights the City has given.

Council Member Renick asked if there are going to be a lot of trees removed and structures.

Manager Mathes stated that the alleys are pretty clean. The City does have an allowance for tree removal if they run into that. And they do have an allowance for modifying the section if they run into like an ATT cabinet or something like that and they have addressed that in the contract.

Grant Administrator Laura Hammer stated that Dickerson attended the pre bid meeting and they did drive around and showed them the alleys. And they indicated to them that they plan to come back in their own time and basically inspect the entire project. She thinks their bid was fairly accurate.

Manager Mathes stated that the hardest part of this project is digging a swale and a 50-foot wide right away and getting the dirt out while you are doing it.

Council Member Renick asked who will be responsible for the maintenance.

Manager Mathes stated the City would be, they already mow but alleyways all become unmowable during the wettest part of the season. Even if we improve the flow and the drainage, they are just too wet. The City mows when they can but there are some months of the year, they just get unmowable because of the water table.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Salgado **SECONDED** by Council Member Hernandez to award proposal and authorize Mayor to execute contract with sole bidder Dickerson Florida for the Alleyway Grading.

ALL AYES

MOTION CARRIED 5-0

- (f) Award proposal and authorize Mayor to execute contract with sole bidder Dickerson Florida for the Alleyway Grading. (Grant Award is \$850,000)

Grant Administrator Laura Hammer stated that in July of 2023, this City entered into an agreement with the State of Florida Department of Environmental Protection Resilient Florida Program for a grant to fund the City of Fellsmere Flood Resiliency Adaptation Alleyway Grading. This project also entails for grading and restoring alleyways to improve drainage. This grant award is \$850,000 with a 50% match the previous grant that Council just approved, the Florida Department of Environmental Protection grant in the amount of \$1 million will serve as that required 50% grant match. An RFP and it was actually the same RFP, the City got permission from both grantors to combine their grant bids into one RFP a design and construction RFP, there only caveat was that they keep the funds and the geography of the alleyways separate. That is another reason we broke it down into the quadrants we did rather than one large area. She was very pleased that the grantors were willing to work with the City to that extent because they could have refused, and the City would have had to go out and do two RFPs and get two contractors and it would have been much more involved. And it may be a little more work for Claudia the Finance Director, but she is going to sit in at the initial preconstruction meeting and ensure that the contractor understands how to submit the bills so that everything will run a lot more smoothly. The sole bid is acceptable to staff and the State of Florida Department of Environmental Protection Resilient Florida stated that a single bid is sufficient under their bid requirements. And as stated before, the City has confirmed that Dickerson Florida is in good standing regarding debarment. Staff is asking Council to approve Dickerson Florida as the sole bidder and authorize the mayor to sign the contract.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Hernandez **SECONDED** by Council Member Renick to award proposal and authorize Mayor to execute contract with sole bidder Dickerson Florida for the Alleyway Grading.

ALL AYES

MOTION CARRIED 5-0

- (g) **RESOLUTION NO. 2024-52/A** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE FLORIDA LOCAL GOVERNMENT CYBERSECURITY FY 24/25 GRANT PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE SUCH GRANT IF AWARDED; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Tyson introduced the Resolution and Attorney Perez read Resolution No 2024-52, by title only.

Grant Administrator Laura Hammer stated that is seeking approval of Resolution 2024 52, which authorizes the Mayor to execute the grant agreement for the Florida Local Government Cybersecurity Grant Program and authorizes the City Manager or his appointed representative to execute grant amendments and other grant administrative documents that will allow the city to accept software, services and solutions that will enhance the city's cybersecurity posture to protect our infrastructure and data. This is a program that is sponsored by the State of Florida. It is in its second year; the City applied and got the grant last year, but the notification never got to the City and the City did not receive the benefits of the grant. The City is reapplying this year, in fact, the City actually already applied, apologies to Council due to the tight application timeline for the grant the application was submitted in expectation of Council's authorization. And the attached Resolution provides such application submission authorization. She was not able to provide the City Manager with the most informative scope of the services that will be provided because it was not entirely clear what the grant program will give the City, what it appears that the City will be provided with as many different types of software that will coordinate with other towns and probably Tallahassee who's overseeing the entire program. The City will be part of a cybersecurity system that many municipalities are participating in. Unified Techs are in support of the grant application filled out a very long application giving choices as to which defense software they would like. And she believes that they will be working with this program once it is instituted. She added that the City of Stuart did get their award letter last year and they implemented the software through their IT department and Stuart is very pleased with the program.

Manager Mathes added that Unified Techs is the City's IT vendor.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Herrera **SECONDED** by Council Member Salgado to approve Resolution No. 2024-52.

ALL AYES

MOTION CARRIED 5-0

- (h) **RESOLUTION NO. 2024-01/** A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, CREATING AN ANTI-FRAUD, WASTE AND ABUSE POLICY FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM; FURTHER PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE

Mayor Tyson introduced the Resolution and Attorney Perez read Resolution No 2024-01, by title only.

Grant Administrator Laura Hammer stated this Resolution is about creating an anti-fraud, waste, and abuse policy. The city has received or intends to receive a grant award from the Florida Department of Economic Opportunity Office of Disaster Recovery. They in turn receive funds from the United States Department of Housing and Urban Development. Housing and Urban Development requires

that recipients of these grant funds develop certain policies and procedures. And one is to detect and prevent fraud, waste, and abuse as a condition of our grant funding. There were many other policies that also needed to be written and adopted. The City's consultant Ronald Vanzant, who does a lot of City's Community Development Block Grant Program items drafted those. This policy is one of the things that need to be adopted so that the City remains in compliance with the requirements of both the Department of Economic Opportunity and the Housing and Urban Development.

Manager Mathes added that the City had done this many times over the last 20 or 25 years, the City has received Community Development Block Grants. The City has Community Development Block Grants related policies in their standard operating procedures. Seems like every time the City gets a new grant, there is a new grant manager from the state, and they are looking at something new. And it is not like the City does not worry about and looks out for fraud, waste and abuse, the City just does not have a policy that says the do. They drafted this up and it is all about protecting whistleblowers and providing confidentiality in your investigation, it is pretty standard stuff, not too onerous. And again, he does not think they are ever going to need it because they are ethical people here, they do their job right, and should not have to worry about it.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Salgado **SECONDED** by Council Member Hernandez to approve Resolution No. 2024-01.

ALL AYES

MOTION CARRIED 5-0

Mayor Tyson stated that they appreciate the Grant Administrator Laura Hammer for all that she is doing.

- (i) Discussion to provide direction on required action for outstanding code enforcement cases.

Manager Mathes stated that he only reports to Council those cases that have actually gone to a violation, he does not bother reporting on courtesy warnings. He discussed that table that included all cases that have gone to Special Master and also those that are waiting to go. A lot of the cases are very old. The cases discussed are still not in compliance. And some are more deleterious to the City than others.

Manager Mathes stated that he is focused only on the cases that were in bold and continued to discuss the violations and showed photos of those specific cases. He stated that what they usually do if they get permission from Council to start a foreclosure process, which is a long process. It's not like the next day they lose their house, the City usually starts with a letter from the City Attorney's office saying, Hey, it's your last chance, the City has done everything they can to get them to come into compliance or if they are in compliance to pay their bill, and if they do not then the City will foreclose. Most of the time they will reach out. He also discussed that if the home is on homestead they City cannot take their house but it would be a court order at that point not a foreclosure and they might take a vehicle or a property somewhere else. The City's goal is not to take their property it is to get them into compliance.

Mayor Tyson asked if the daily fines are still adding up.

Manager Mathes stated that if they do not complaint their daily fines and interest are going up. If they are compliant, their daily fines have stopped, but their interest is still going up. The cases that are 10 years old are going to be over \$100,000 or more. In his 15 years with the City this is the third time he has come to Council asking for foreclosure. He is looking for some guidance and some direction.

Council Member Renick stated yes, and Council Member Herrera agreed that they need to start doing something.

Council Member Salgado asked in regard to homestead are their people living in the house. And can they put something in the water bill.

Manager Mathes stated that if it is homestead, they are supposed to live in the house. They had a brief discussion on which addresses had people living in the homes. And in regard to the putting in the water bill he stated that he thinks that they will get a more fortunate effect by an attorney letter then they would by the water bill. This issues are not city wide, and they usually do not put in water bills if it's not a city-wide issue. He clarified that just because Council authorizes foreclosure, they are going to be foreclosing and Council will be kept up to speed as this comes in. The first step is the letter from the attorney.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Herrera **SECONDED** by Council Member Hernandez to approve foreclosure on the items in bold on this item.

ALL AYES

MOTION CARRIED 5-0

15. ADJOURNMENT: There being no further business Mayor Tyson adjourned the meeting at 8:09 p.m.

These minutes were approved by the City Council of the City of Fellsmere this ____day of June 2024

Maria F. Suarez-Sanchez, CMC, City Clerk
CO20240516MINUTES.DOC

PROCLAMATION

WHEREAS, Section 6.03 of the Charter of the City of Fellsmere, Indian River County, Florida requires that Special Municipal Elections shall be called by proclamation by the Mayor; and

WHEREAS, Section 6.03 of the Charter of the City of Fellsmere, Indian River County, Florida requires that a Special Municipal Election be held for the purpose of electing an elective officer on account of resignation of an Elective Officer;

WHEREAS, Council Member Gerald Renick has submitted his resignation as of June 3, 2024;

WHEREAS, the current term of Council Member Gerald Renick is scheduled to expire in November 2025.

NOW, THEREFORE, I, Joel Tyson by virtue of the authority vested in me, as Mayor, of the City of Fellsmere, Florida, do hereby proclaim that a Special Election be held, in the City of Fellsmere, to elect one (1) Council Member for the remaining unexpired term of fourteen (14) months, and that the election be held on the 20th day of August 2024.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Fellsmere to be affixed this ____ day of June 2024.

CITY OF FELLSMERE, FLORIDA

BY: _____
Joel Tyson, Mayor

ATTEST:

(S E A L)

Maria F. Suarez-Sanchez, CMC, City Clerk

**City of Fellsmere City Council
Agenda Request Form**

Meeting Date: June 6, 2024

Agenda Item No. 7(a)

- | | |
|--|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input checked="" type="checkbox"/> Public Hearing | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Comprehensive Plan Amendment in support of Marian Estates Planned Development.

RECOMMENDED MOTION/ACTION: Conduct first public hearing and authorize transmittal to the State of Florida.

Approved by City Manager Mario Matos Date: 5-30-24

Originating Department:	Costs: Funding Source: Acct. #	Attachments: Ord. 2024-20 Comp Plan
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input checked="" type="checkbox"/> Comm. Dev. _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: 05/2/24 Paper: Indian River Press Journal <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>X</u> or Not applicable in this case ____ Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

Summary Explanation/Background:

Developers of a 78 acre parcel on the south side of CR512 west Myrtle Street are requesting a text amendment to the Comprehensive Plan to increase units from 320 to 332 and to change the mix of units from 152 Townhomes and 168 single-family homes to 150 townhomes and 182 single-family homes. The Amendment also adjusts the boundary of the overlay district along CR512 to include the frontage of this project into the overlay district.

This item was heard extensively at first reading; informational items are not included in this packet.

**ORDINANCE
NO. 2024-20**

AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP SERIES AS REQUESTED BY MARIAN ESTATES; AMENDING THE TEXT OF THE COMPREHENSIVE PLAN CHAPTER 1. FUTURE LAND USE ELEMENT, GOAL FLUE A. LAND USE OBJECTIVE FLUE A-3 INFILL DEVELOPMENT AND REDEVELOPMEN, POLICY FLUE A-3.2. OVERLAY DISTRICT BOUNDARIES ANDCHAPTER 1. FUTURE LAND USE ELEMENT GOAL FLUE B. FUTURE LAND USE MAP OBJECTIVE FLUE B-5 GARAFOLO; FURTHER AMENDING THE FUTURE LAND USE MAP TO ADD 10.34 ACRES MORE OR LESS AS CR512 OLD TOWN OVERLAY DISTRICT; PROVIDING FOR RATIFICATION; AUTHORITY; COMPREHENSIVE PLAN TEXT AND MAP AMENDMENT; TRANSMITTAL PHASE; ADOPTION PHASE; TRANSMITTAL OF DRAFT PLAN AMENDMENT AND FINAL ADOPTION DOCUMENTS; COMPILATION; SEVERABILITY; CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapters 163 and 166, Florida Statutes (2023), provides authority for the City of Fellsmere to prepare and enforce Comprehensive Plans for the development of the City; and

WHEREAS, Section 163.3161 et. seq. Florida Statutes (2023), established the Community Planning Act, which mandates the preparation of comprehensive plans and unified land development regulations for all units of local government; and

WHEREAS, the Florida Legislature has reconfirmed that Sections 163.3161 through 163.3217, Florida Statutes (2023), provides the necessary statutory direction and basis for city officials to carry out their comprehensive planning and land development regulations powers, duties and responsibilities; and

WHEREAS, the Comprehensive Plan has been found to be in compliance by the Department of Commerce; and

WHEREAS, Sections 163.3184 and 163.3187 Florida Statutes (2023), provide authority to adopt this Ordinance amending the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission acting as the Local Planning Agency has reviewed the proposed changes to the Comprehensive Plan and held an advertised public hearing on _____, 2024 and recommended to the City Council the adoption of the amendments to the Comprehensive Plan; and

WHEREAS, based upon public hearings and due consideration, the City Council believes that the health, safety, welfare, environmental and general conditions of the citizens of the City are furthered by the amendments to the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. RATIFICATION. The above recitals are hereby ratified, adopted and incorporated herein as legislative findings of the City Council.

SECTION 2. AUTHORITY. This Ordinance is being adopted pursuant to Article VIII, Section 2, Constitution of the State of Florida; Chapter 166, Part I, Florida Statutes (2023), and Chapter 163, Part II, Florida Statutes (2023).

SECTION 3. COMPREHENSIVE PLAN TEXT AND MAP AMENDMENT. The Comprehensive Plan Chapter 1. Future Land Use Element, Goal FLUE A, Land Use Objective FLUE A-3 Infill Development and Redevelopment, Policy FLUE A-3.2 Overlay District Boundaries and Goal FLUE B Future Land Use Map Objective FLUE B-5 Garafolo are amended to read as set forth in Composite Exhibit "A" attached hereto and by this reference made a part hereof, and the Future Land Use Map is amended to add 10.34 acres more or less as CR512 Old Town Overlay District (hereinafter the above Text Amendments and Map Amendment are collectively referred to as "Comprehensive Plan Amendments").

SECTION 4. TRANSMITTAL PHASE. The Comprehensive Plan Amendments as set forth above and in Composite Exhibit "A" are approved for transmittal to the review agencies and the State land planning agency (Florida Department of Commerce) as provided in Section 163.3184 Florida Statutes 2023, within ten (10) working days after the initial public hearing.

SECTION 5. ADOPTION PHASE. The State land planning agency (Florida Department of Commerce) and reviewing agencies have reviewed the Comprehensive Plan Amendments as contained herein and had no comments related to important state resources and facilities that would be adversely affected by the amendments. Therefore, the Comprehensive Plan Amendments as set forth in Section 3. above adopted as of the effective date of this Ordinance.

SECTION 6. TRANSMITTAL OF DRAFT PLAN AMENDMENT AND FINAL ADOPTION DOCUMENTS. The City Manager is directed to transmit a certified copy of this Ordinance and the plan amendment and appropriate supporting data and analyses to reviewing agencies designated under Section 163.3184 (3) Florida Statutes 2023 within ten (10) working days after the initial public hearing and proceed in accordance with the provisions of Chapter 163, Part II, Florida Statutes 2023. The adopted plan amendments, along with all supporting data and analysis shall be transmitted within ten (10) working days after the second public hearing to the State land planning agency (Florida Development of Commerce) and any other agency or

government that provided timely comments. See Section 163.3184(3) (b) 1 and (c) 2, Florida Statutes (2023).

SECTION 7. COMPILATION. The provision of this Ordinance may be incorporated into the City of Fellsmere, Florida Comprehensive Plan and the word “ordinance” may be changed to “section”, “article”, “chapter”, or other appropriate word, and the sections of this Ordinance may be re-titled, re-numbered or re-lettered, to accomplish such condition.

SECTION 8. SEVERABILITY. If any section, part of a sentence, phrase or word of this Ordinance is for any reason held to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portions hereof and it shall be construed to have been the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative part. Grammatical, typographical and other like errors may be corrected and additions, alterations and omissions, not affecting the construction or meaning of this Ordinance, the City Land Development Code and the City Code of Ordinances may be freely made.

SECTION 9. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of conflict.

SECTION 10. EFFECTIVE DATE. As set forth in Section 163.3184 Florida Statutes 2023, the effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Florida Department of Commerce notifies the City that the plan amendment is complete. If timely challenged, this amendment shall become effective on the date the Department of Commerce or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

PASSAGE UPON FIRST READING

The foregoing Ordinance was moved for passage upon first reading this ____ day of _____, 2024 by Council Member _____. The motion was seconded by Council Member _____ and, upon being put to a vote, the vote was as follows:

Mayor Joel Tyson	_____
Council Member Fernando R. Herrera	_____
Council Member Inocencia Hernandez	_____
Council Member Gerry Renick	_____
Council Member Jessica Salgado	_____

ATTEST:

Maria Suarez-Sanchez, City Clerk

ADOPTION

The foregoing Ordinance was moved for adoption by Council Member _____ . The motion was seconded by Council Member _____ and, upon being put to a vote, the vote was as follows:

Mayor Joel Tyson	_____
Council Member Fernando R. Herrera	_____
Council Member Inocencia Hernandez	_____
Council Member Gerry Renick	_____
Council Member Jessica Salgado	_____

The Mayor thereupon declared this Ordinance fully passed and adopted this _____ day of _____, 2024.

CITY OF FELLSMERE, FLORIDA

Joel Tyson, Mayor

ATTEST:

Maria Suarez-Sanchez, City Clerk

I HEREBY CERTIFY that Notice of the public hearings on this Ordinance was published in the Press Journal, as required by State Statute, that the foregoing Ordinance was duly passed and adopted on the ____ day of _____, 2024, and the first reading was held on the ____ day of _____, 2024, and that the first public hearing was held on the ____ day of _____, 2024, and that the second and final reading and public hearing was held on the ____ day of _____, 2024.

Maria Suarez-Sanchez, City Clerk

**COMPOSITE
EXHIBIT "A"
TO
ORDINANCE 2024-20**

Comprehensive Plan Amendment

**OBJECTIVE FLUE B-5. MARIAN ESTATES
ORDINANCE NO. 07-25, (AMENDED BY
ORDINANCE NO. 2024-20, ADOPTED ON
_____, 2024)**

The amendment to the Comprehensive Plan Future Land Use Maps as requested by CGV of Fellsmere, LLC is subject to compliance with the following conditions and requirements, which shall run with the land.

1. The density of the residential development on the above-described land shall not exceed 4.85 dwelling units per acre in order to achieve a maximum of Three Hundred Thirty-Two (332) residential units (150 town homes and 182 single-family homes) on Sixty-Eight and Forty-Three One-hundredth (68.43) acres. The commercial activity shall be limited to the Northern Ten and Thirty-Four One Hundredth (10.34) acres and no portion of this land shall be entitled to be used for calculating density within the residential development.
2. The owner/developer shall demonstrate prior to site plan approval that all concurrency provisions have been addressed or met including but not limited to: sanitary sewer, solid waste, drainage, potable water, parks and recreation, and transportation facilities, including mass transit, where applicable.
3. The owner/developer shall enter into a development agreement to provide for payment of fees for construction of public facilities and services demanded by the development.
4. Existing roadways shall be used as the basis for forming a "grid" pattern for new developments to the extent practical based upon the geography and topography.
5. Architectural and site designs standards shall provide for a uniform theme or character of the development, with a mix of styles and range of prices to assure access by various income groups.
6. The development will incorporate Green Building (LEED) buildings and the site standards to the extent feasible.

**COMPOSITE
EXHIBIT "A"
TO
ORDINANCE 2024-20**

Comprehensive Plan Amendment

POLICY FLUE A-3.2 – OVERLAY DISTRICT BOUNDARIES

Policy FLUE A-3.2. - Overlay District Boundaries.

The following infill/redevelopment mixed-use districts are hereby created as future land use map overlays.

1. CR 512 Old Town. This district applies as follows:
 - a. All properties fronting CR 512 between Willow Street and 141st Avenue and those properties that contain corner frontage with CR 512 and 141st Avenue and CR 512 and Willow Street.
2. CR 512 Old Town - Off Road. This district applies as follows:
 - a. All properties not fronting CR 512 that lie as follows:
 - i. Between CR 512 and Oregon Avenue and between N. Willow Street and N. Pine Street but excluding those properties with frontage on N. Willow Street;
 - ii. Between CR 512 and Michigan Avenue and between S. Willow Street and S. Pine Street; and
 - iii. Between CR 512 and California Avenue and containing a Medium Density Residential future land use designation.
3. CR 512 Frontage Road. This district applies as follows:
 - a. To all portions of a site and buildings located to a depth of 450 feet from the edge of the CR 512 right-of-way between Willow Street and 120th Street, excluding those properties otherwise contained within the CR 512 Old Town district.
4. N. Broadway. This district applies as follows:
 - a. All properties fronting N. Broadway Street but excluding those properties that contain corner frontage with CR 512 and N. Broadway Street;
5. N. Broadway - Off Road. This district applies as follows:

- a. All properties fronting the east side of N. Orange Street but excluding those properties that fall within the boundaries of the CR 512 Old Town district and the S. Carolina Avenue district; and
 - b. All properties fronting the west side of N. Pine Street but excluding those properties that fall within the boundaries of the CR 512 Old Town district and the S. Carolina Avenue district; and
6. N. Willow. This district applies as follows:
- a. All properties fronting N. Willow Street south of the former railroad right-of-way as recorded in Special Warranty Deed dated December 9, 2010 in Official Records Book 2463, Page 1625 but excluding those properties that contain corner frontage with CR 512 and N. Willow Street.
7. N. Myrtle. This district applies as follows:
- a. All properties fronting N. Myrtle Street but excluding those properties that contain corner frontage with CR 512 and Myrtle Street or contain corner frontage with S. Carolina Avenue and N. Myrtle Street.
8. S. Carolina. This district applies as follows:
- a. All properties with frontage on the south side of S. Carolina Avenue containing an Old Town future land use designation but excluding those properties that contain corner frontage with S. Carolina Avenue and N. Broadway Street.

The boundary between the CR 512 Old Town district and the CR 512 Old Town - Off Road district shall be determined at time of development application for property fronting CR 512 to allow for parcel aggregation.

**City of Fellsmere City Council- Board of Adjustment
Agenda Request Form**

Meeting Date: June 6, 2024

#7(b)

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input checked="" type="checkbox"/> Other: VARIANCE | |

SUBJECT: The City Council, acting as the Board of Adjustment, to allow site parameter variances for a commercially zoned property, relief from the minimum dimensional standards for the C-1 zoning district.

RECOMMENDED MOTION/ACTION: Approve relief as indicated in Resolution #2024-30.

Approved by City Manager Mark Mathes Date: 05/30/24

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: 1. CC Resolution. #2024-30, 2. Final Site Plan w/ Exhibits
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input checked="" type="checkbox"/> Comm. Dev. _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>X</u> or Not applicable in this case ___ (Please initial one.)

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

Summary Explanation/Background: The applicant, Mr. & Mrs. Brown, owns a property addressed as 1005 Vernon Street. The 0.20-acre site is vacant, with a Commercial Future Land Use designation and a C-1 Commercial Zoning district classification. The property is part of an older subdivision and does not meet the minimum standards for the C-1 district. Site specific design relief is provided for in Section 4 of Resolution 2024-30 and entails the following:

- Section 3.24, Table 3E C-1 Dimensional Standards- Relief from the 100' Lot Depth Requirement by a maximum of 20 feet,
- Relief from the 12,000 sq. ft. requirement by a maximum of 3,288 feet, and
- Relief from the 35' Front Setback by a maximum of 14'.

**RESOLUTION
NO. 2024-30**

A RESOLUTION OF THE BOARD OF ADJUSTMENT OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, GRANTING A VARIANCE FOR LOT AREA, LOT DEPTH, FRONT SETBACK, AND SIDEWALK CONSTRUCTION REQUIREMENT ALONG NORTH WILLOW STREET, ALL FOR THE PROPERTY OWNED BY ANTHONY B. BROWN, SR. LOCATED AT 1005 VERNON STREET; PROVIDING FOR RATIFICATION; FINDINGS REQUIRED; APPROVAL OF VARIANCES; CONDITIONS OF APPROVAL; REPEAL OF CONFLICTING PROVISIONS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council is sitting as the Board of Adjustment as determined by Resolution No. 2012-46; and

WHEREAS, Anthony B. Brown, Sr. (the “Applicant”) has filed an Application for a variance from various sections of the Land Development Code (the “Code”) for vacant land located at 1005 Vernon Street (the “Lot”) and legally described in Exhibit ‘A’ attached hereto and by this reference made a part hereof; and

WHEREAS, pursuant to Sec. 17.18 Variances of the Code the Board of Adjustment is authorized and empowered to consider variances from the terms of the Land Development Code when owing to special conditions, a literal enforcement of the provisions the Code would impose upon a land owner unnecessary hardship that can be mitigated without conferring on the applicant any special privilege; and

WHEREAS, the Lot is a substandard size lot that was acquired by the Applicant by Quitclaim Deed from the City of Fellsmere (the “City”) on April 15, 2021 and later on February 2, 2023 the City removed the reverter provision in the April 15, 2021 deed because the City was not interested in owning the substandard size Lot; and

WHEREAS, the Lot is zoned C-1 which requires a minimum lot size of 12,000 square feet and the Lot is 8,720 square feet in size, thus requiring many of the variances being requested; and

WHEREAS, along with this Resolution for variances the Applicant is also applying for a Conditional Use Permit and Site Plan approval for one Mobile Food Vending Unit for the Lot; and

WHEREAS, the Board of Adjustment has received the input, comments and evidence from all interested persons, citizens, and affected persons; and

WHEREAS, the Board of Adjustment has determined that the approval of the requested variances is consistent with Sec.17.18 D. Standards for Granting Variances of the Land Development Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of Adjustment of the City of Fellsmere, Indian River County, Florida, as follows:

SECTION 1. RATIFICATION. The above recitals are hereby ratified, confirmed and adopted as legislative findings of the Board of Adjustment.

SECTION 2. FINDINGS REQUIRED. Based upon the evidence presented in support of the Applicant's application for variances and the requirements of Section 17.18 D of the Code the Board of Adjustment finds:

1. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other land, structures or building in the same zoning district.

2. That the special conditions and circumstances did not result from the action or negligence of the Applicant.

3. That granting the variance requested will not confer upon the Applicant any special privileges denied by this Code to other lands, buildings or structures in the same zoning district.

4. That literal interpretation of the provisions of the Code would deprive the Applicant of rights commonly enjoyed by other properties in this same zoning district under the terms of this Code and would work unnecessary and undue hardship on the Applicant.

5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

6. That the granting of the variance will be in harmony with the general intent and purpose of this Code and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

7. No nonconforming use of neighboring lands, structures or buildings in the same district, and no permitted use of lands, structures or buildings in the other districts shall be considered grounds for the issuance of a variance.

8. That the granting of the variance desired will not be opposed to the general spirit and intent of the Code or the City of Fellsmere Comprehensive Plan.

SECTION 3. APPROVAL OF VARIANCES. Subject to the requirements and conditions set forth in Section 4 of this Resolution the variances set forth herein for the Lot located at 1005 Vernon Street and more particularly described in Exhibit "A" are hereby approved.

Required by Section 3.24
Table 3E C-1 Dimensional
Standards

Variance Relief Approved

Lot Depth – 100 feet
Lot Area – 12,000 square feet
Front Setback – 35 feet
Sidewalk along East R.O.W.
At Willow LDC Sections
70-27(c)3. and 3.G.

Lot Depth – 80 feet Variance of 20 feet
Lot Area – 8,712.0 square feet Variance of
3,288 feet
Front Setback – 14.0 feet Variance of 21 feet
Sidewalk construction removed due to
future construction by the City along
Willow Street

SECTION 4. CONDITIONS OF APPROVAL.

1. Before commencement of development, the Applicant shall obtain all Federal, State, County and Local permits as may be applicable to any new development, redevelopment, or use of the Property and to continuously keep such permits current and in good standing. Issuance of this development order by the City does not create any right on the part of the Applicant to obtain a permit from a Federal, State, County or Local agency and does not create any liability on the part of the City for issuance of a development order if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a Federal, State, County or Local agency or undertakes actions that result in a violation of Federal, State, County or Local law. See Section 166.033 F. S.
2. After the first year following the issuance of a Certificate of Occupancy or a final inspection for the improvements, the City Council shall have the authority to hold hearings at any time to review the Mobile Food Vending Units activity for compliance with all conditions and requirements of approval and all applicable ordinances and resolutions of the City. If the use of the Property is not in compliance, the City Council may amend the Conditions of Approval, revoke or suspend the Local Business Tax Receipt (occupational license), terminate the Final Site Plan and Conditional Use, or refer the matter to the Code Enforcement Special Master as a code violation for other sanctions as deemed appropriate.
3. The use, occupancy, development, or redevelopment of the Property shall be limited to and in accordance with the Final Site Plan attached hereto as Exhibit 'B' and by this reference made a part hereof. Where specific provisions in this Resolution or in the Land Development Code are not addressed on the Site Plan, the specific provisions of this Resolution or in the Land Development Code shall apply to the development on the Property.
4. All public or private improvements required under the terms of this Resolution shall be constructed at the expense of and by the Applicant as approved by the City.

5. Noncompliance with the following sections of the Land Development Code is approved.
 - A. Section 3.25(C) Relief from the 12,000 square foot minimum area requirement to 8,712 square feet.
 - B. Section 3.23(C) Relief from the one hundred (100') foot minimum depth requirement to eighty (80') feet.
 - C. Section 3.25(D) Relief from the front setback requirement from thirty-five (35') feet to fourteen (14').
 - D. Section 70-27(c) 3, and (c) 3.b. Relief from the sidewalk along N. Willow Street to be constructed by the applicant as the city will be constructing the sidewalk in N. Willow ROW in the future.
6. The Applicant shall install the required landscaping that meets the District standards within six (6) months of the effective date of this Resolution. The applicant shall prepare a landscape plan for review and approval by the City no later than thirty (30) days prior to installation of required landscaping.
7. The Applicant shall install one handicap parking space with ADA path to main entrance to serve the development within ninety (90) days of the effective date of this Resolution.
8. The Applicant shall obtain a driveway/patio permit for the installation of new brick-paver patio and/or concrete parking area.
9. The Applicant shall remove all improvements upon the Property that are in conflict with the Final Site Plan and Landscape Plan and return such areas to sod or landscaping. Concurrent with the construction of any portion of the brick paver or concrete outdoor dining pad, the Applicant shall construct an ADA compliant access to the proposed patio area from Vernon Street and from the parking area to the Mobile Food Vending Unit.
10. The Applicant is proposing to use a stabilized millings surface for the proposed parking area. The Applicant shall maintain the millings surface parking free of grass or weed intrusions and keep the millings surface in a neat and orderly arrangement confined only to the areas shown on the Final Site Plan. At the sole discretion of the City, the Applicant shall convert the millings surface parking spaces to an alternative City-approved stabilized surface within sixty (60) days of receiving written notification from the City.
11. All new signs, site lighting and all site furnishings will require compliance with the City's sign, lighting, and architectural standards to the extent signs, lighting and site furnishings are so regulated. Signage on any umbrellas or street furniture is prohibited.

12. No outdoor sales shall be conducted from a vehicle, trailer, truck, or other device and/or vehicle, with the exception of the singular approved food truck.
13. The Applicant shall subscribe for and maintain solid waste pick up service from a solid waste hauler having a franchise with the City and shall construct the required dumpster enclosure in Phase II of the Final Development Plan.
14. The Owner shall execute a Declaration of Unity of Title across all lots prior to the Public Hearing held by the City Council for the adoption of this Resolution. The Unity of Title shall be recorded in the Public Records at the expense of the Applicant. See Declaration of Unity of Title recorded on 4/22/2021 in Official Records Book 3413, Page 717 that satisfies this condition.
15. The Applicant shall comply with all requirements in Section 5.3 DD Mobile Food Vending Units of the Land Development Code.
16. Applicant shall obtain a Business Tax Receipt (BTR) from the City of Fellsmere for the one (1) mobile food vending unit and all other businesses or vending units on site.
17. If the parking provided on site is determined by the City, at its sole discretion, to be inadequate to serve the demand for parking generated by the use of the Property, the Applicant shall be required to limit the use of the Property commensurate with the available parking to support such use or construct additional parking within sixty (60) days of receipt of written directive of the City.
18. As provided in Section 17.19 I, Land Development Code, the Conditional Use Permit and Site Plan granted by this Resolution may be revoked for:
 - A. Violation of any condition or requirement imposed in this Resolution.
 - B. Upon complaint and proof of adverse effect on adjacent properties.

The Conditional Use Permit and Site Plan may be revoked only after the City Council holds a public hearing, unless the permittee consents to a revocation of the Conditional Use Permit and Site Plan. If the permittee provides written consent to the revocation to the City Manager or designee, he shall revoke the Conditional Use Permit and Site Plan and notify the City Council of the revocation.

19. A violation of any of the conditions or requirements of approval shall constitute a code violation subject to enforcement through the Code Enforcement Special Master, unless a different remedy is specifically provided in any such condition or requirement, in which case such different remedy shall either supersede this provision or be in addition to code enforcement action as determined by the City.

SECTION 5. REPEAL ON CONFLICTING PROVISIONS. All previous resolutions or parts thereof, which conflict with the provisions of this Resolution, to the extent of such conflict, are superseded and repealed.

SECTION 6. SEVERABILITY. If any section, part of a sentence, paragraph, phrase or word of this Resolution is for any reason held to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions hereof and it shall be construed to have been the legislative intent to pass this Resolution without such unconstitutional, invalid or inoperative part.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

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

Chairman, Joel Tyson _____
Member Fernando Herrera _____
Member Inocensia Hernandez _____
Member Gerald W. Renick _____
Member Jessica Salgado _____

The Chairman thereupon declared this Resolution duly passed and adopted this
_____ day of _____, 2024.

**BOARD OF ADJUSTMENT
CITY OF FELLSMERE, FLORIDA**

Joel Tyson, Chairman

ATTEST:

Maria Suarez-Sanchez, CMC, City Clerk

SITE DATA:

ADDRESS 1005 N. VERNON ST.	ZONING: C-1 / GEN. COM.
SITE AREA = 8,712 SQ. FT.	100.0%
DEVELOPED AREA = 8,712 SQ. FT.	100.0%
OPEN AREA = 7,582 SQ. FT.	87.03%

PERVIOUS AREAS	TOTAL= 7,582 SQ. FT.	87.03%
STONE DRIVE AND PARKING = 2,504 SQ. FT.		27.74%
RETENTION POND = 1,780 SQ. FT.		20.43%
LANDSCAPING & OPEN AREAS = 3,298 SQ. FT.		38.86%

IMPERVIOUS AREAS	TOTAL= 1,130 SQ.FT.	12.97%
H/C PARKING & SIDEWALK = 306 SQ.FT.		3.51%
FOOD TRUCK = 464 SQ.FT.		5.33%
FUTURE OUTDOOR SEATING AREA= 360 SQ.FT.		4.13%

SEC. 3.25 TABLE 3E C-1 DEVELOPMENT STANDARDS:

PROPOSED	REQUIRED
LOT WIDTH= 108.50'	100' MINIMUM
LOT DEPTH= 80.0'	100' MINIMUM *
LOT AREA= 8,712.0 S.F.	12,000 S.F. MINIMUM *
FRONT SETBACK = 14.0'	35' MINIMUM *
CORNER SETBACK= 23.0'	15' MINIMUM
SIDE SETBACK = 30.0'	7.5' MINIMUM
REAR SETBACK = 50.0'	25' MINIMUM
MAXIMUM HEIGHT= 15.0'	35' MAXIMUM
MAX. BLDG LENGTH 35.0'	65' MAXIMUM
MIN BLDG SIZE 360 SQ.FT.	NO REGULATION
MAX. COVERAGE +/- 64.78%	85% MAXIMUM

RELIEF REQUESTED: *

LOT DEPTH- 100' MIN. TO 80'
 LOT AREA- 12,000 SQ. FT. MIN. TO 8,712 SQ. FT.
 FRONT SETBACK - 35' MIN. TO 14'
 DEFER FROM SIDEWALK BEING CONSTRUCTED ALONG EAST R.O.W. AT WILLOW STREET.

SCOPE OF WORK:

THE PROJECT CONSISTS OF ONE (1) PERMANENT FOOD TRUCK WITH PARKING, COVERED OUTDOOR SEATING, LANDSCAPING, AND A STORMWATER RETENTION SYSTEM LOCATED ON SITE.

LEGAL DESCRIPTION:

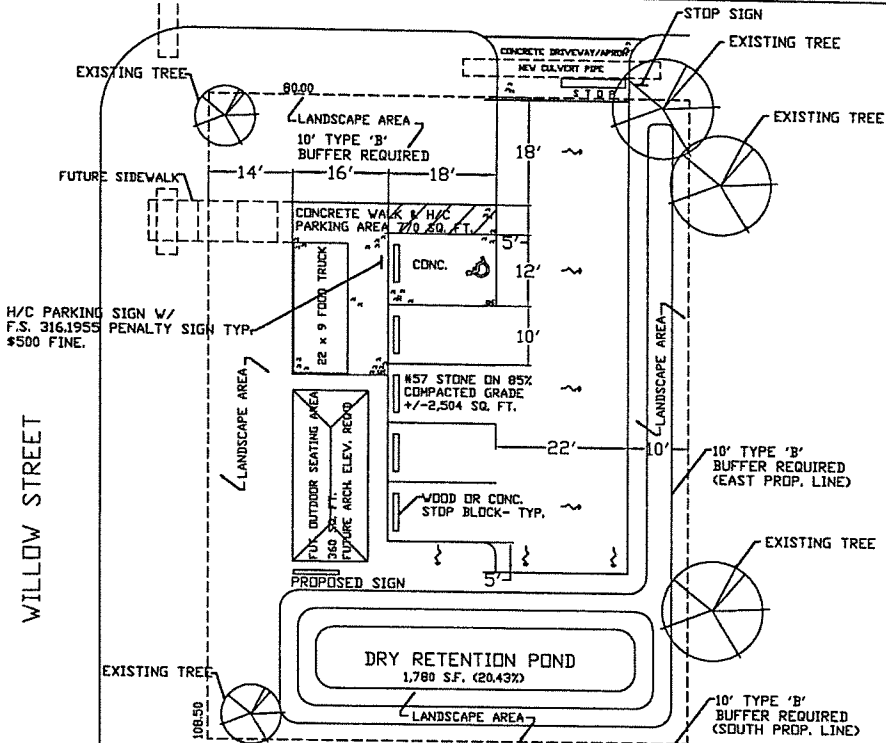
TRACT 1354, BLOCK 6, LOTS 147 & 148

EXHIBIT 'B'

VERNON STREET

TRAFFIC IMPACT STATEMENT:

BASED UPON ITE MANUAL v 11.0 THE TOTAL NUMBER OF DAILY TRIPS IS EXPECTED TO BE UNDER THE CITY'S 100 COUNT THRESHOLD.



LANDSCAPING NOTE:

THE LANDSCAPING AREAS AS SHOWN ARE GENERAL LOCATION AREAS. THE APPLICANT SHALL PREPARE A SEPARATE LANDSCAPING PLAN FOR REVIEW AND APPROVAL BY THE CITY THAT MEETS DISTRICT STANDARDS. LANDSCAPING SHALL BE INSTALLED NO GREATER THAN SIX (6) MONTHS FROM FINAL SITE PLAN APPROVAL.

FINAL SITE PLAN- BROWN'S FOOD TRUCK



**BROWN'S FOOD TRUCK- FINAL SITE PLAN
 VIA CONDITIONAL USE APPROVAL
 1005 N. VERNON STREET**

File Number/Date

ISSUED BY
 R.L. 3/17/2024

Project Name and Address
 CONTACT INFORMATION
 PASTOR ANNIE BROWN
 queenbro571@yahoo.com

Project Sheet
 Title: March 17, 2024
 Date: 1"= 20'-0"
 A-1
 1 OF 1

**City of Fellsmere City Council
Agenda Request Form**

Meeting Date: June 6, 2024

#7(cc)

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> RESOLUTION |
| <input checked="" type="checkbox"/> Ordinance on Second Reading | |
| <input checked="" type="checkbox"/> Public Hearing | <input type="checkbox"/> DISCUSSION |
| <input checked="" type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Conditional Use Permit and Site Plan Approval for one (1) permanent food truck with future outdoor seating.

RECOMMENDED MOTION/ACTION: Approve Resolution #2024-32.

Approved by City Manager Chank Walker Date: 05/30/24

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: 1. CC Resolution. #2024-32 2. Final Site Plan w/ Exhibits
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input checked="" type="checkbox"/> Comm. Dev. _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>X</u> or Not applicable in this case ___ (Please initial one.)

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

Summary Explanation/Background: The applicant, Mr. & Mrs. Brown, owns a property addressed as 1005 Vernon Street. The 0.20-acre site is vacant with a Commercial Future Land Use designation and a C-1 Commercial Zoning classification. The applicant has requested Condition Use approval to allow a permanent food truck to be permanently placed at the site. The project will also contain additional seating areas which will be implemented in future phases. The project is consistent with the Comprehensive Plan and all concurrency requirements of the city have been met. Site specific design relief is provided for in Section 4 of Resolution 2024-32 and entails the following:

- Section 3.24, Table 3E C-1 Dimensional Standards- Relief from the 100' Lot Depth Requirement by a maximum of 20 feet, Relief from the 12,000 sq. ft. requirement by a maximum of 3,288 feet, and Relief from the 35' Front Setback by a maximum of 14'.
- Relief from the LDC Section 70-27©3 and 3G- relief from the sidewalk requirement along Willow Street .
- Defer required landscaping that will meet district standards within six (6) months of the effective date of this resolution.

**RESOLUTION
NO. 2024-32**

A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, PERTAINING TO THE GRANTING OF CONDITIONAL USE PERMIT AND SITE PLAN APPROVAL FOR ONE (1) MOBILE FOOD VENDING UNIT OWNED BY ANTHONY B. BROWN, SR. AT 1005 VERNON STREET; PROVIDING FOR RATIFICATION; CONSISTENCY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; APPROVAL OF CONDITIONAL USE PERMIT AND SITE PLAN; CONDITIONS OF APPROVAL; REPEAL OF CONFLICTING PROVISIONS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Anthony B. Brown, Sr. (the “Applicant”) has applied for a Conditional Use Permit (“CUP”) and Site Plan approval for vacant of land described in Exhibit ‘A’ attached hereto and by this reference made a part hereof (the “Property”); and

WHEREAS, the Applicant has applied for a Conditional Use Permit and Site Plan approval for one (1) Mobile Food Vending Unit for the Property; and

WHEREAS, the Planning and Zoning Commission heard the Applicant’s request and received the input, comments and evidence from all interested persons and determined that the Conditional Use Permit and Site Plan were consistent with the applicable provisions of the Comprehensive Plan and Land Development Code and thereafter recommended approval of the Conditional Use Permit and Site Plan at their _____, 2024 meeting; and

WHEREAS, the City Council has received the input, comments and evidence from all interested persons, citizens, and affected persons; and

WHEREAS, the City Council has determined that the approval of the Applicant's request for a Conditional Use Permit and Site Plan are consistent with the Goals, Objectives, and Policies of the Comprehensive Plan, the Land Development Code (the “Code”) and the Code of Ordinances of the City of Fellsmere as required in Section 17.19C of the Land Development Code (“LDC”); and

WHEREAS, the City Council has determined that the approval of the Site Plan is consistent with Article XIV of the Land Development Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fellsmere, Indian River County, Florida, as follows

SECTION 1. RATIFICATION. The above recitals are hereby ratified, confirmed and adopted as legislative findings of the City Council.

SECTION 2. CONSISTENT WITH COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE. The Conditional Use Permit Application is consistent with the general purpose, goals, objectives, policies and standards of the Comprehensive Plan 2035, Land Development Code and the Code of Ordinance of the City of Fellsmere. The following findings of fact required by Section 17.19 C. of the Code are made:

- a. The proposed conditional use will not have an undue adverse effect upon nearby property.
- b. The proposed conditional use is compatible with the existing or planned character of the neighborhood in which it would be located.
- c. All reasonable steps have been taken to minimize any adverse effect of the proposed conditional use on the immediate vicinity through building design, site design, landscaping, and screening.
- d. The proposed conditional use will be constructed, arranged, and operated so as not to interfere with the development and use of neighboring property, in accordance with applicable district regulations.
- e. The proposed conditional use will be served by adequate public facilities and services, including roads, police protection, fire protection, solid waste disposal, water, sewer, drainage structures, parks, and mass transit.

SECTION 3. APPROVAL OF CONDITIONAL USE PERMIT AND SITE PLAN. Subject to the requirements and conditions set forth in Section 4 of this Resolution, the Conditional Use Permit and Site Plan for one (1) Mobile Food Vending Unit for the Property located at 1005 Vernon Street and more particularly described in Exhibit 'A', are hereby approved.

SECTION 4. CONDITIONS OF APPROVAL. The approval of the Conditional Use Permit and Site Plan are subject to and expressly conditioned on the continuous satisfaction of, and compliance with, the following conditions and requirements:

1. Before commencement of development, the Applicant shall obtain all Federal, State, County and Local permits as may be applicable to any new development, redevelopment, or use of the Property and to continuously keep such permits current and in good standing. Issuance of this development order by the City does not create any right on the part of the Applicant to obtain a permit from a Federal, State, County or Local agency and does not create any liability on the part of the City for issuance of a development order if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a Federal, State, County or Local agency or undertakes actions that result in a violation of Federal, State, County or Local law. See Section 166.033 F. S.

2. After the first year following the issuance of a Certificate of Occupancy or a final inspection for the improvements, the City Council shall have the authority to hold hearings at any time to review the Mobile Food Vending Units activity for compliance with all conditions and requirements of approval and all applicable ordinances and resolutions of the City. If the use of the Property is not in compliance, the City Council may amend the Conditions of Approval, revoke or suspend the Local Business Tax Receipt (occupational license), terminate the Final Site Plan and Conditional Use, or refer the matter to the Code Enforcement Special Master as a code violation for other sanctions as deemed appropriate.
3. The use, occupancy, development, or redevelopment of the Property shall be limited to and in accordance with the Final Site Plan attached hereto as Exhibit 'B' and by this reference made a part hereof. Where specific provisions in this Resolution or in the Land Development Code are not addressed on the Site Plan, the specific provisions of this Resolution or in the Land Development Code shall apply to the development on the Property.
4. All public or private improvements required under the terms of this Resolution shall be constructed at the expense of and by the Applicant as approved by the City.
5. Deferral from Architectural elevations being submitted for the proposed future outdoor seating area until such a time as a building permit is applied for. The existing temporary structure shall be removed within twelve (12) months of the effective date of this resolution.
6. Payment in lieu of planting and maintenance of Street Trees along N. Willow due to future construction. The City will procure, install, and maintain required trees along the roadway at a later date. Payment shall be \$150 of the required caliper for a total cost of \$1,800.00 – this is inclusive for three (3) required trees. Payments shall be made to the City of Fellsmere within twelve (12) months of the effective date of this resolution.
7. Memorializing that no additional Open Space (interior) trees will be required as result of the development provided that the existing trees found on site are kept and maintained in a manner consistent with the Land Development Code.
8. The Applicant shall install the required landscaping that meets the District standards within six (6) months of the effective date of this Resolution. The applicant shall prepare a landscape plan for review and approval by the City no later than thirty (30) days prior to installation of required landscaping.

9. The Applicant shall install one handicap parking space with ADA path to main entrance to serve the development within ninety (90) days of the effective date of this Resolution.
10. The Applicant shall obtain a driveway/patio permit for the installation of new brick-paver patio and/or concrete parking area.
11. The Applicant shall remove all improvements upon the Property that are in conflict with the Final Site Plan and Landscape Plan and return such areas to sod or landscaping.
12. Concurrent with the construction of any portion of the brick paver or concrete outdoor dining pad, the Applicant shall construct an ADA compliant access to the proposed patio area from Vernon Street and from the parking area to the Mobile Food Vending Unit.
13. The Applicant is proposing to use a stabilized millings surface for the proposed parking area. The Applicant shall maintain the millings surface parking free of grass or weed intrusions and keep the millings surface in a neat and orderly arrangement confined only to the areas shown on the Final Site Plan. At the sole discretion of the City, the Applicant shall convert the millings surface parking spaces to an alternative City-approved stabilized surface within sixty (60) days of receiving written notification from the City.
14. All new signs, site lighting and all site furnishings will require compliance with the City's sign, lighting, and architectural standards to the extent signs, lighting and site furnishings are so regulated. Signage on any umbrellas or street furniture is prohibited.
15. No outdoor sales shall be conducted from a vehicle, trailer, truck, or other device and/or vehicle, with the exception of the singular approved food truck.
16. The Applicant shall subscribe for and maintain solid waste pick up service from a solid waste hauler having a franchise with the City and shall construct the required dumpster enclosure in Phase II, as shown on the Final Site Plan.
17. The Applicant shall comply with all requirements in Section 5.3 DD Mobile Food Vending Units of the Land Development Code.
18. Applicant shall obtain a Business Tax Receipt (BTR) from the City of Fellsmere for the one (1) mobile food vending unit and all other businesses or vending units on site.
19. If the parking provided on site is determined by the City, at its sole discretion, to be inadequate to serve the demand for parking generated by the use of the Property, the Applicant shall be required to limit the use of the Property commensurate with the available parking to support such use or construct

additional parking within sixty (60) days of receipt of written directive of the City.

20. The Applicant shall enter into a required payment agreement with the City for the Indian River County Impact Fees requirement for Restaurant Uses prior to issuance of a building permit for each phase of construction as noted below:

PHASE I- Construction of a 22 x 9 Food Truck pad, internal sidewalk, and stabilized parking area (198 sq feet of developed area times \$20.39 equaling a IRC impact fee of \$4,037.22 (\$20,396 per 1000 s.f. of development or \$20.39 per square foot).

PHASE II- Construction of a outdoor seating area pergola, or pavilion for the use of outdoor seating 360 square feet equaling a IRC impact fee of \$7,340.40.

21. As provided in Section 17.19 I, Land Development Code, the Conditional Use Permit and Site Plan granted by this Resolution may be revoked for:

- A. Violation of any condition or requirement imposed in this Resolution.
- B. Upon complaint and proof of adverse effect on adjacent properties.

The Conditional Use Permit and Site Plan may be revoked only after the City Council holds a public hearing, unless the permittee consents to a revocation of the Conditional Use Permit and Site Plan. If the permittee provides written consent to the revocation to the City Manager or designee, he shall revoke the Conditional Use Permit and Site Plan and notify the City Council of the revocation.

22. A violation of any of the conditions or requirements of approval shall constitute a code violation subject to enforcement through the Code Enforcement Special Master, unless a different remedy is specifically provided in any such condition or requirement, in which case such different remedy shall either supersede this provision or be in addition to code enforcement action as determined by the City.

SECTION 5. REPEAL OF CONFLICTING PROVISIONS. All previous resolutions or parts thereof, which conflict with the provisions of this Resolution, to the extent of such conflict, are superseded and repealed.

SECTION 6. SEVERABILITY. If any section, part of a sentence, paragraph, phrase or word of this Resolution is for any reason held to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions hereof and it shall be construed to have been the legislative intent to pass this Resolution without such unconstitutional, invalid or inoperative part.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

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

Mayor, Joel Tyson _____
Council Member Fernando Herrera _____
Council Member Inocensia Hernandez _____
Council Member Gerald W. Renick _____
Council Member Jessica Salgado _____

The Mayor thereupon declared this Resolution duly passed and adopted this day of _____, 2024.

CITY OF FELLSMERE, FLORIDA

Joel Tyson, Mayor

ATTEST:

Maria Suarez-Sanchez,CMC, City Clerk

EXHIBIT "A"
TO
RESOLUTION NO. 2024-32

Legal Description of Lot (Real Property)

Lot 123 and 124, Block 5, Hall, Carter and James Subdivision, a subdivision plat of Fellsmere Farms Company Tract 1354, in Township 31 South, Range 37 East, according to the plat thereof, as recorded in Plat Book 3, Page 31, of the Public Records of Indian River County, Florida.

EXHIBIT "B"
TO
RESOLUTION NO. 2024-32

Site Plan

SITE DATA:

ADDRESS 1005 N. VERNON ST. ZONING: C-1 / GEN. COM.	
SITE AREA = 8,712 SQ. FT.	100.0%
DEVELOPED AREA = 8,712 SQ. FT.	100.0%
OPEN AREA = 7,582 SQ. FT.	87.03%

PERVIOUS AREAS	TOTAL= 7,582 SQ. FT.	87.03%
STONE DRIVE AND PARKING	= 2,504 SQ. FT.	27.74%
RETENTION POND	= 1,780 SQ. FT.	20.43%
LANDSCAPING & OPEN AREAS	= 3,298 SQ. FT.	38.86%

IMPERVIOUS AREAS	TOTAL= 1,130 SQ.FT.	12.97%
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FOOD TRUCK	= 464 SQ.FT.	5.33%
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SEC. 3.25 TABLE 3E C-1 DEVELOPMENT STANDARDS:

PROPOSED	REQUIRED
LOT WIDTH= 108.50'	100' MINIMUM
LOT DEPTH= 80.0'	100' MINIMUM *
LOT AREA= 8,712.0 S.F.	12,000 S.F. MINIMUM *
FRONT SETBACK = 14.0'	35' MINIMUM *
CORNER SETBACK= 23.0'	15' MINIMUM
SIDE SETBACK = 30.0'	7.5' MINIMUM
REAR SETBACK = 50.0'	25' MINIMUM
MAXIMUM HEIGHT= 15.0'	35' MAXIMUM
MAX. BLDG LENGTH 35.0'	65' MAXIMUM
MIN BLDG SIZE 360 SQ.FT.	NO REGULATION
MAX. COVERAGE +/- 64.78%	85% MAXIMUM

RELIEF REQUESTED: *

LOT DEPTH- 100' MIN. TO 80'
 LOT AREA- 12,000 SQ. FT. MIN. TO 8,712 SQ. FT.
 FRONT SETBACK - 35' MIN. TO 14'
 DEFER FROM SIDEWALK BEING CONSTRUCTED ALONG EAST R.D.W. AT WILLOW STREET.

SCOPE OF WORK:

THE PROJECT CONSISTS OF ONE (1) PERMANENT FOOD TRUCK WITH PARKING, COVERED OUTDOOR SEATING, LANDSCAPING, AND A STORMWATER RETENTION SYSTEM LOCATED ON SITE.

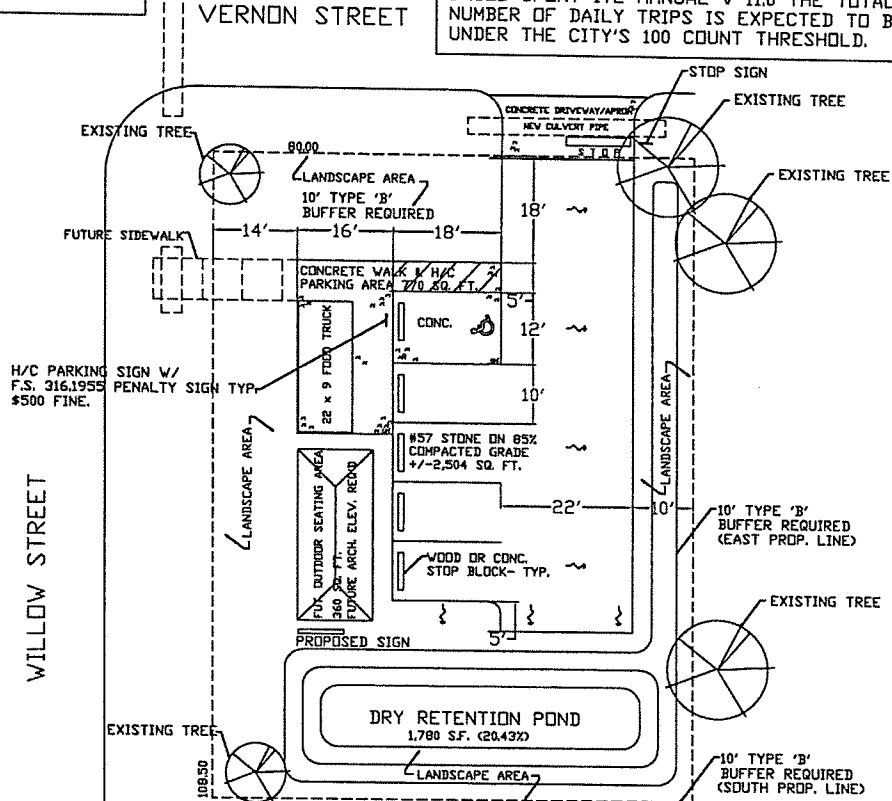
LEGAL DESCRIPTION:

TRACT 1354, BLOCK 6, LOTS 147 & 148

EXHIBIT 'B'

TRAFFIC IMPACT STATEMENT:

BASED UPON ITE MANUAL v 11.0 THE TOTAL NUMBER OF DAILY TRIPS IS EXPECTED TO BE UNDER THE CITY'S 100 COUNT THRESHOLD.



LANDSCAPING NOTE:

THE LANDSCAPING AREAS AS SHOWN ARE GENERAL LOCATION AREAS. THE APPLICANT SHALL PREPARE A SEPARATE LANDSCAPE PLAN FOR REVIEW AND APPROVAL BY THE CITY THAT MEETS DISTRICT STANDARDS. LANDSCAPING SHALL BE INSTALLED NO GREATER THAN SIX (6) MONTHS FROM FINAL SITE PLAN APPROVAL.

**BROWN'S FOOD TRUCK- FINAL SITE PLAN
 VIA CONDITIONAL USE APPROVAL
 1005 N. VERNON STREET**

No.	Revisions/Notes	Date

Issue on:
 R.L. 3/17/2024

Project Name and Address:
 CONTACT INFORMATION:
 PASTOR ANBIE BROWN
 queenbrown571@yahoo.com

Project	Sheet
Date: March 17, 2024	A-1
Scale: 1" = 20'-0"	1 OF 1

FINAL SITE PLAN- BROWN'S FOOD TRUCK



**COMMUNITY REDEVELOPMENT AGENCY
CITY COUNCIL CHAMBERS**

#7(d)

MEETING DATE: June 6, 2024

REQUEST: The City Manager and Planning Consultant have prepared an update and modification to the Community Redevelopment Agency ("CRA") Redevelopment Plan.

The 2024 Community Redevelopment Area Plan (the "Plan") incorporates the following focal points:

1. Extends the time frame per the statutory enabling of 40 years from the time the initial plan was adopted, in this case, to 2046.
2. Acknowledges the accomplishments of the Plan to date and underscores incomplete or desired new projects that will enhance the economic development, infrastructure, housing, and community support services desired in the redevelopment areas.
3. Creates a capital projects program with costs, funding sources, and time frames for completion to give the City's Community Redevelopment Agency guidance and earmarks for successful project completion.
4. Sets forth the desire to expand the district, incorporate enclaves, annex needed adjacent properties, and support public and private development projects.

DESCRIPTION: See the proposed Plan. A presentation will be provided by the City Manager and Planning Consultant.

CONCURRENCY ISSUES: Portions of the Plan are intended to both address or enhance infrastructure and public facility issues as needed.

CONSISTENCY WITH THE CITY'S COMPREHENSIVE PLAN: The Plan is consistent and compatible with the desired goals, objectives and policies of the Comprehensive Plan and will enable the City to implement the Plan across the redevelopment areas of the City.

CONDITIONS OF APPROVAL: NONE

STAFF RECOMMENDATION: Staff requests and recommends that the Community Redevelopment Agency consider the updated and modified Plan and adopt Resolution No. 2024-33 referring the Plan to the Local Planning Agency/Planning and Zoning Commission for recommendation to the City Council and to the City Council for adoption.

RECOMMENDED COMMUNITY REDEVELOPMENT AGENCY MOTION/ACTION: Motion to adopt Resolution No. 2024-33.

RESOLUTION NO. 2024-33

A RESOLUTION OF THE CITY OF FELLSMERE COMMUNITY REDEVELOPMENT AGENCY INDIAN RIVER COUNTY, FLORIDA, CAUSING THE SUBMITTAL OF THE 2024 UPDATED AND MODIFIED PLAN WHICH CONTAINS AN EXTENSION OF THE COMMUNITY REDEVELOPMENT AGENCY TERM TO FORTY (40) YEARS SUNSETTING ON OCTOBER 1, 2046, TO THE CITY OF FELLSMERE, LOCAL PLANNING AGENCY/PLANNING AND ZONING COMMISSION AND CITY COUNCIL WITH ITS RECOMMENDATION FOR ADOPTION; PROVIDING FOR SEVERALITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Fellsmere, Florida by Resolution No. 05-KK adopted a Community Redevelopment Plan on December 15, 2005 (the “Plan”) for the City (the “Initial Community Redevelopment Area”); and

WHEREAS, Resolution No. 09-CC, adopted by the City Council of the City of Fellsmere, Florida on September 17, 2009, determined the existence of blight in an additional area (the “Expansion Area”) of the City of Fellsmere, Florida (the “City”), and that such area was in need of redevelopment and therefore needed to be added to and incorporated in the existing Community Redevelopment Area as provided in Section 163.361, Florida Statutes the boundaries of which compromise the complete and current Community Redevelopment Area which are not changed by this updated Plan; and

WHEREAS, the City Council adopted Ordinance 09-19 on December 3, 2009, expanding the legal boundaries of the Community Redevelopment Area and providing for the inclusion of the legally described Expansion Area into the Fellsmere Community Redevelopment Trust Fund; and

WHEREAS, the City Council’s desire by creating and amending the Plan was to provide for the removal of such blighted areas within the Community Redevelopment Area pursuant to the Community Redevelopment Act of 1969, as amended, or the “Act”, as contained in Florida Statutes, Chapter 163, Part III.

WHEREAS, the same area (Initial Community Redevelopment Area and Expansion Area) is included in the 2024 modified Community Redevelopment Plan and said Trust Fund will continue to accept annual revenues from appropriate taxing authorities for the implementation of the 2024 modified Community Redevelopment Plan; and

WHEREAS, the City has recently caused the Community Redevelopment Plan to be modified by updating the Plan, addressing accomplishments, identifying new projects and capital investment and infrastructure programs, and incorporating prior and new overall strategies needed to arrest the decline in, increase the marketability of, and encourage social and economic investment in the City of Fellsmere; and

WHEREAS, the modified Plan also extended the term of the Community Redevelopment Agency (the “CRA”) and the Plan from Thirty (30) to Forty (40) years, sunsetting on October 1, 2046; and

WHEREAS, the CRA will submit the modified Community Redevelopment Plan to the City Manager or his designee for distribution to the Local Planning Agency/ Planning and Zoning Commission of the City of Fellsmere, Florida, (the “LPA/PZ”) for review for conformity with the City’s Comprehensive Plan and to the City Council for review and adoption; and

WHEREAS, as required by the Act, specifically Section 163.346 and Section 163.361(3)(a) Florida Statutes, the City Council must submit any modification of the Community Redevelopment Plan that extends the term of the CRA to each taxing authority that levies ad valorem taxes on taxable real property contained within the geographic boundaries of the redevelopment area.

NOW, THEREFORE, BE IT RESOLVED, by the Community Redevelopment Agency of the City of Fellsmere, Florida, as follows:

SECTION 1. SUBMITTAL OF THE PLAN.

1. The City Manager or his designee is hereby requested to submit the proposed modified Community Redevelopment Plan for the Community Redevelopment Area, to the City of Fellsmere Local Planning Agency/Planning and Zoning Commission for their review of its conformance with the City’s Comprehensive Plan as a whole and recommendation of adoption to the City Council of the City of Fellsmere..

2. The City Manager or his designee is hereby requested to submit the proposed modified Community Redevelopment Plan for the Community Redevelopment Area, to the City Council of the City of Fellsmere for their review and adoption after duly noticed public hearing by the LPA/PZ.

3. The City Manager or his designee is hereby requested to submit the proposed modified Community Redevelopment Plan for the Community Redevelopment Area to each taxing authority that levies ad valorem taxes on taxable real property contained within the geographic boundaries of the Community Redevelopment Area.

SECTION 2. SEVERABILITY. If any section, part of a sentence, paragraph, phrase, or word of this Resolution is for any reason held to be unconstitutional, invalid, inoperative, or void, such holding shall not affect the validity of the remaining portions hereof and it shall be construed to have been the legislative intent to pass this Resolution without such unconstitutional, invalid, inoperative or void part, thereby causing the remainder to remain in full force and effect.

SECTION 3. CONFLICTS. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent necessary to give this Resolution full force and effect.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

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

Chairman, Joel Tyson	_____
Agency Member Fernando Herrera	_____
Agency Member Inocensia Hernandez	_____
Agency Member Gerald Renick	_____
Agency Member Jessica Salgado	_____

The Chairman thereupon declared this Resolution fully passed and adopted this _____ day of _____, 2024.

CITY OF FELLOSMERE, FLORIDA

Joel Tyson, Chairman

ATTEST:

Maria Suarez-Sanchez, Agency Secretary

REVISED/Substitution

SECTION 4 - FELLSMERE COMMUNITY REDEVELOPMENT AREA PLAN

REDEVELOPMENT OPPORTUNITIES, STRATEGIES AND PLANS

The Fellsmere Community Redevelopment Agency (CRA) is responsible for planning, designing and approving public improvements, and administrative, marketing, or other operational activities to be undertaken within the Fellsmere Community Redevelopment Area (FCRA). Implementation will include prioritizing, planning, and budgeting various programs and engineering and constructing capital projects during any program year. This Plan amendment will serve as an update and pathway for the CRA to make public and private investment decisions.

The 2009 FCRA Plan modified the 2005 Redevelopment Plan to address accomplishments and set forth sound strategies for redevelopment and economic development efforts and expand the district. In 2022, the Community Redevelopment Agency/City Council recognized the need to update the plan, programs, and strategies. By adopting this modified Plan, Fellsmere takes appropriate steps to arrest the decline, with the result being renewed interest in investing in Fellsmere and increasing the marketability of the City.

Many of the reasons that Fellsmere was ready in 2005 and 2009 for carefully planned, quality development and redevelopment are still relevant today. Many of these factors will aid the City in attracting new development and redevelopment. Some of the key factors are:

- Large scale annexations of surrounding farmland provide a root source to meet the demand for 'rural' lifestyles, agri-business, small farms, and small businesses to serve those

farms, and aid the community address problems arising from import/export and supply chain issues as well as other geo-political issues.

- Increased demand to use and convert existing land uses to meet market trends and population demands.
- Increased public transportation through the "GO LINE" transit system gives better access to the city.
- Water Treatment Plant expansion to 1.6 MGD; the existing infrastructure base of water, roadway, and sewer capacity.
- Extension of and designation of CR 512 and Broadway Street, as part of the Indian River Lagoon Scenic By-Way.
- Annexation of large tracts that now link the City directly to Blue Cypress Lake, Lake Egan, C-54 canal, Stick Marsh, Headwaters Lake, and 20,000 plus acres of state-owned St. Sebastian River Preserve State Park enabling eco-tourism, outdoor recreation focused businesses and services, and other entrepreneurship.
- Purchase and creation by the City of Fellsmere of the 86-acre Fellsmere Trailhead Preserve at County Road 512 and I-95.
- Development of the historic railroad linear greenway crossing I-95 at the Fellsmere Trailhead Preserve for use as public recreation and access to the preserves and trails.
- Obtaining the rights-of-way for over 5 miles of former Trans-Florida Railroad, for inclusion in the County's Greenways and Trails, and Rails to Trails program and for use as a multi-modal route.
- The proximity to I-95 and SR 60.
- The proximity to and location of historic resources and areas.

The location of the Stick Marsh, Headwaters Lake, Blue Cypress Lake, the old historic railroad, 20,000+ acres of St. Sebastian River Preserve State Park, the North County Park, St. Sebastian River, and Indian River Lagoon are enormous assets that can become the building blocks of a new economic development, marketing, and promotional effort. They will become the major links in the City's Economic Development Strategies of eco-tourism and community events which brings in new people to the city. New people create a need for commerce, which creates jobs for potential hotel/motel/RV campgrounds, restaurants, banks, retail, and entrepreneurship businesses. These wonderful sources of eco-tourism, paired with the rural nature of the external community, and the enormous amount of public lands, can be a source of revenue generation for the City and CRA.

It takes a certain mix of uses, with the right massing of people and buildings, to create the great mesh of activities, places, and people necessary for success. Emphasis should be placed on enabling, encouraging, and promoting:

1. Small business development, retention, and expansion from within the local community.
2. Eco-tourism places and opportunities to bring in people to the community
3. Special events to focus attention on the City's strengths and things it's known for, such as eco-tourism, fishing, frog legs, etc.

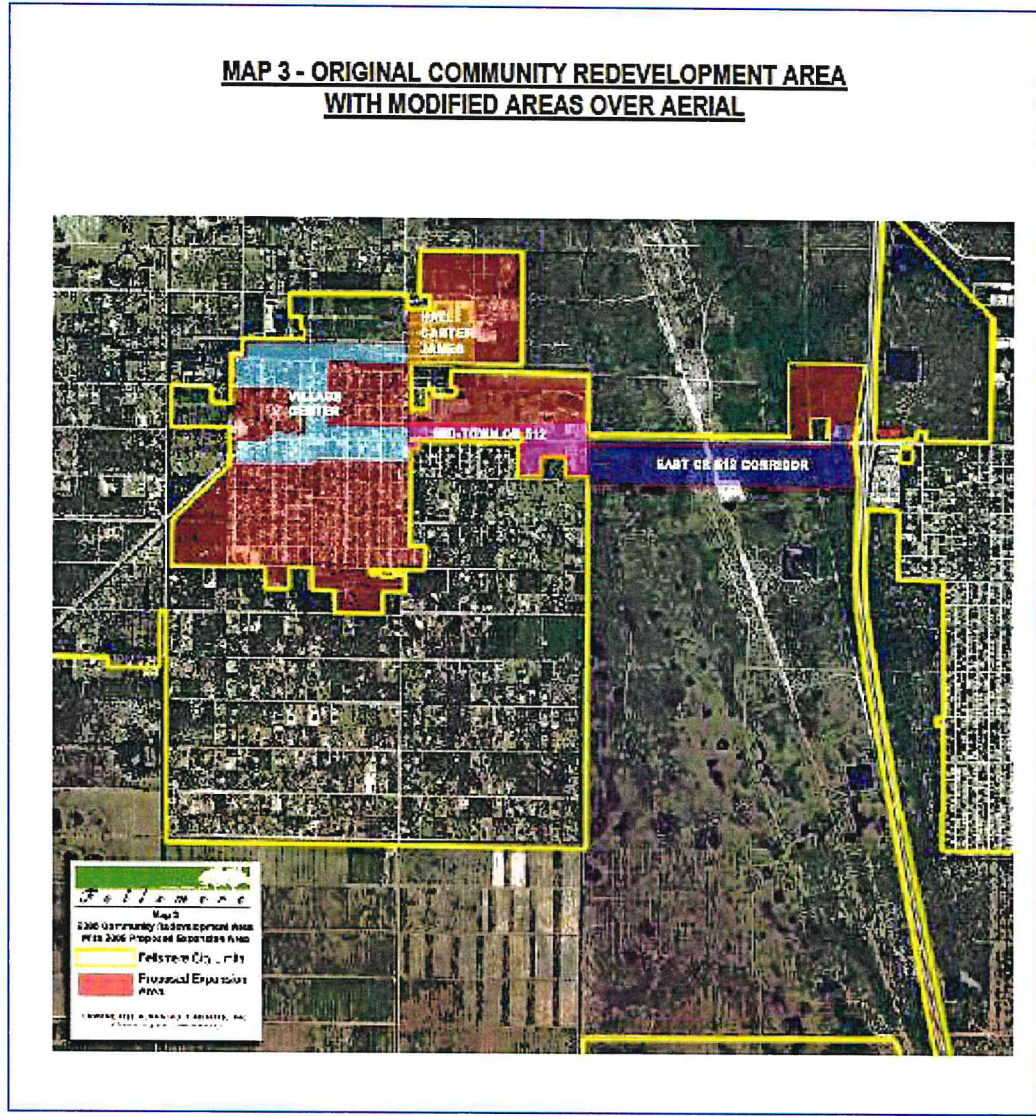
All of these actions specifically seek to bring people and attention back to Broadway Street and the City. As the economic conditions improve, promoting residential projects near the Old Town/Village

Center will create the “mix, mass and mesh” needed to stimulate commercial location and revitalization.

This section of the plan is “THE PLAN.” It identifies a series of public improvements, regulatory, promotional, and other implementation strategies to attract people, encourage local investment, beautify the area, provide better infrastructure, and stimulate broader private sector return and reinvestment into the FCRA. Many of the improvements meet aesthetic, functional or practical needs, such as streetscape, lighting, signage, access, signalization, monumentation or identity features. Other major actions include altering street system patterns, expanding recreational opportunities and stormwater management, as well as regulatory and administrative efforts necessary to facilitate public and private activities and implement a redevelopment program.

PLACEMAKING

The City adopted 4 sub-districts within the CRA as shown on Figure 1, which was formerly Map 3 from the 2009 CRA expansion. To demonstrate a planning history, the maps in the 2009 plan Section 1-3 remain unchanged. Several maps are updated in this new replacement Section 4, along with other maps or exhibits on the following pages. The 2009 CRA expansion boundary sketches and legal descriptions are shown as Figures 2 and 3.



Rochelle W. Lawandales, FAICP

Figure 1 2009 Expanded Area Map adopted in Ordinance 09-19

FELLSMERE COMMUNITY REDEVELOPMENT AGENCY SKETCH AND LEGAL DESCRIPTIONS

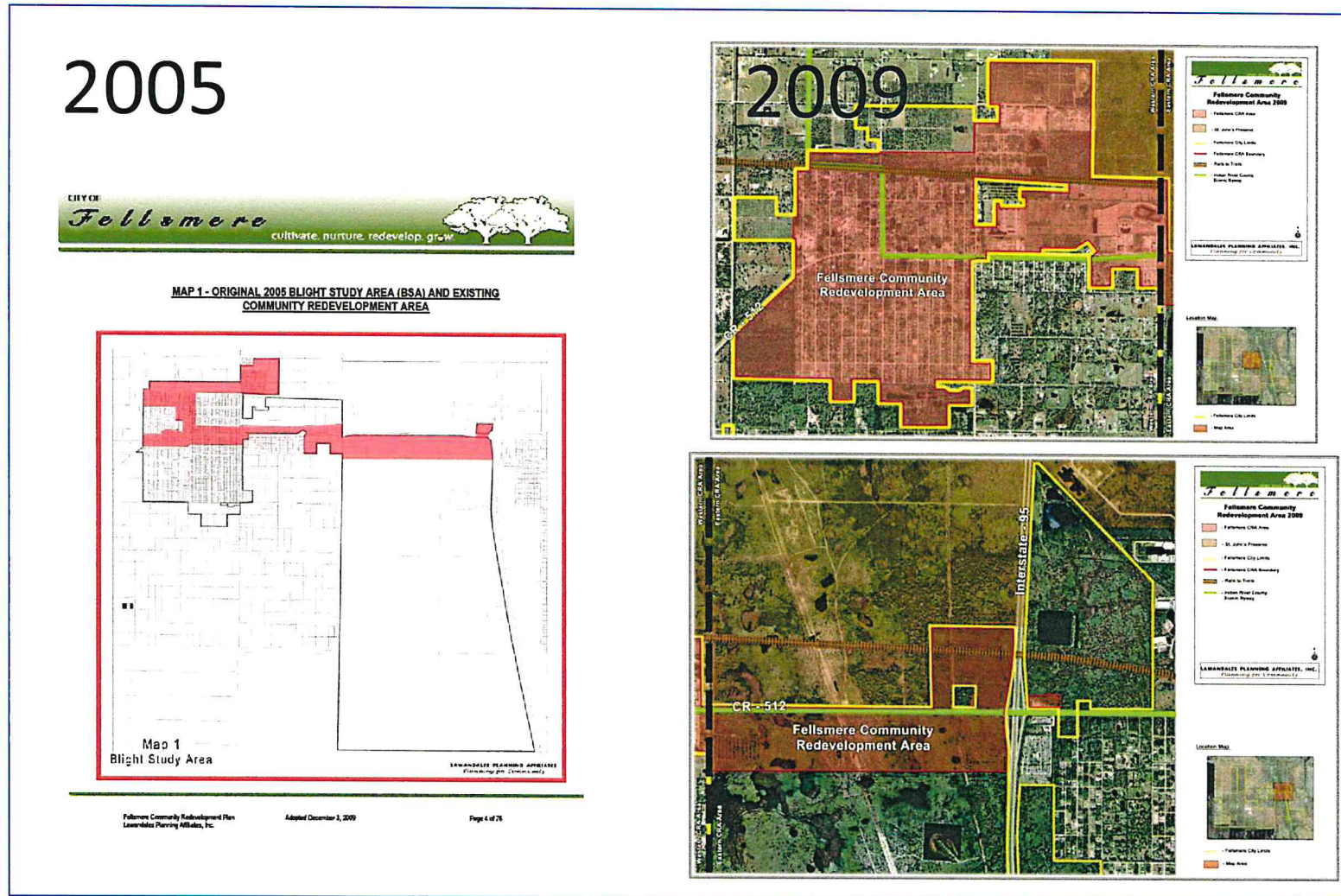
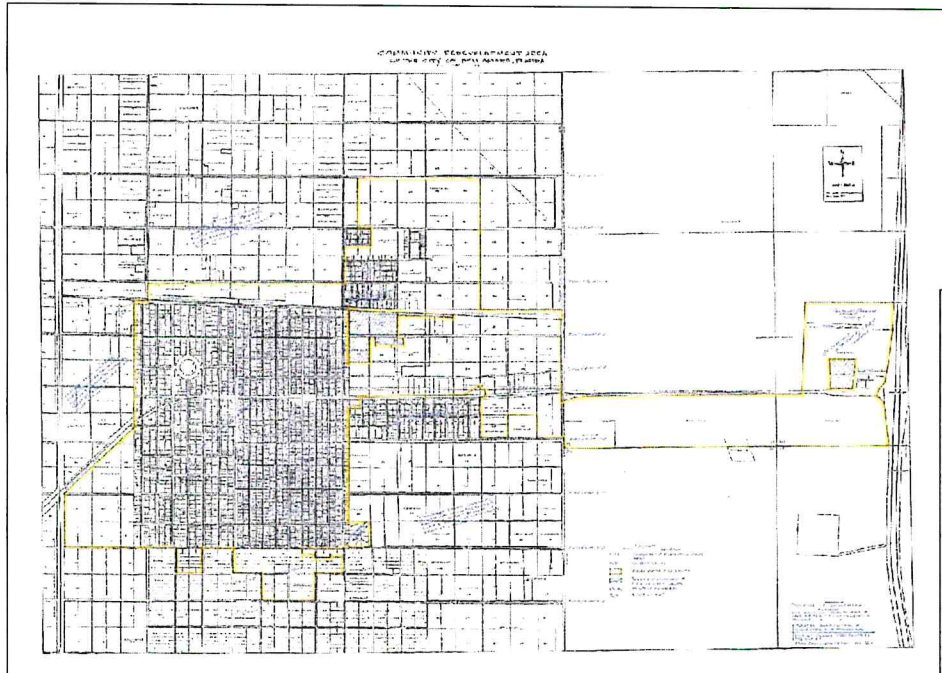


Figure 2 2005 and 2009 CRA BOUNDARIES

2009 CRA EXPANSION AREA SKETCH AND LEGAL



The complete legal description of the 2009 CRA boundary is provided in the Appendix.

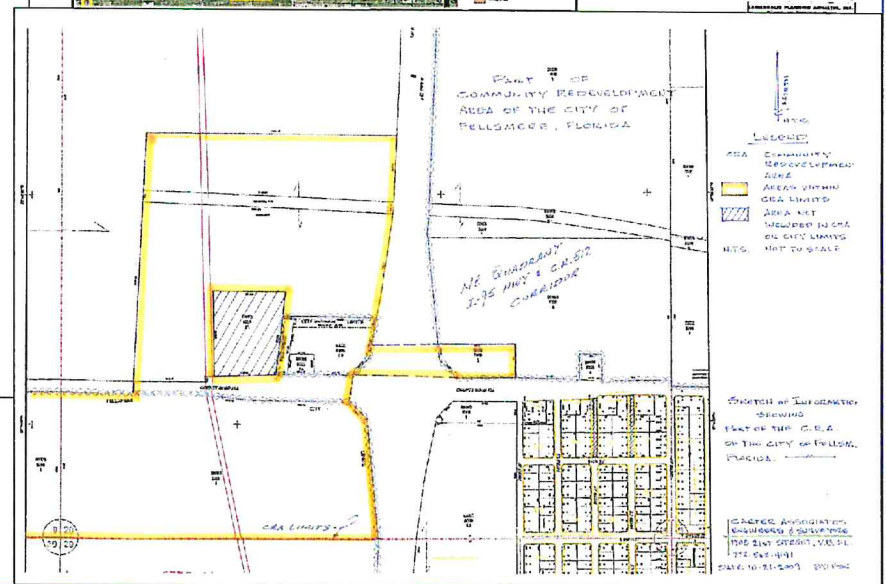
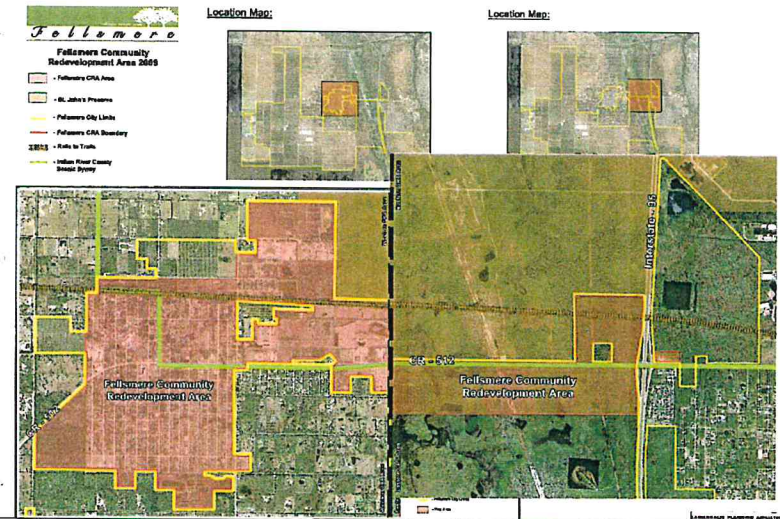
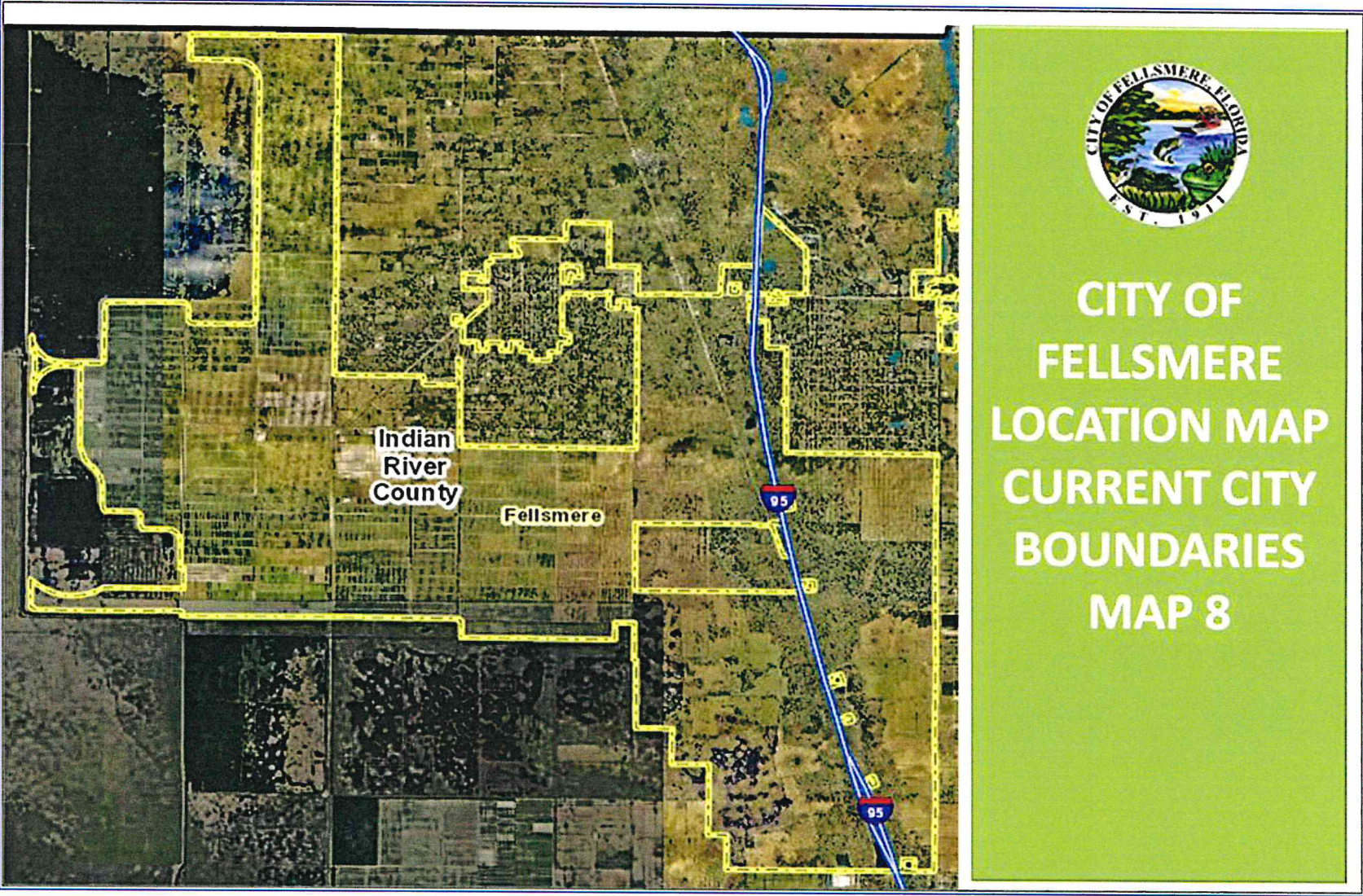


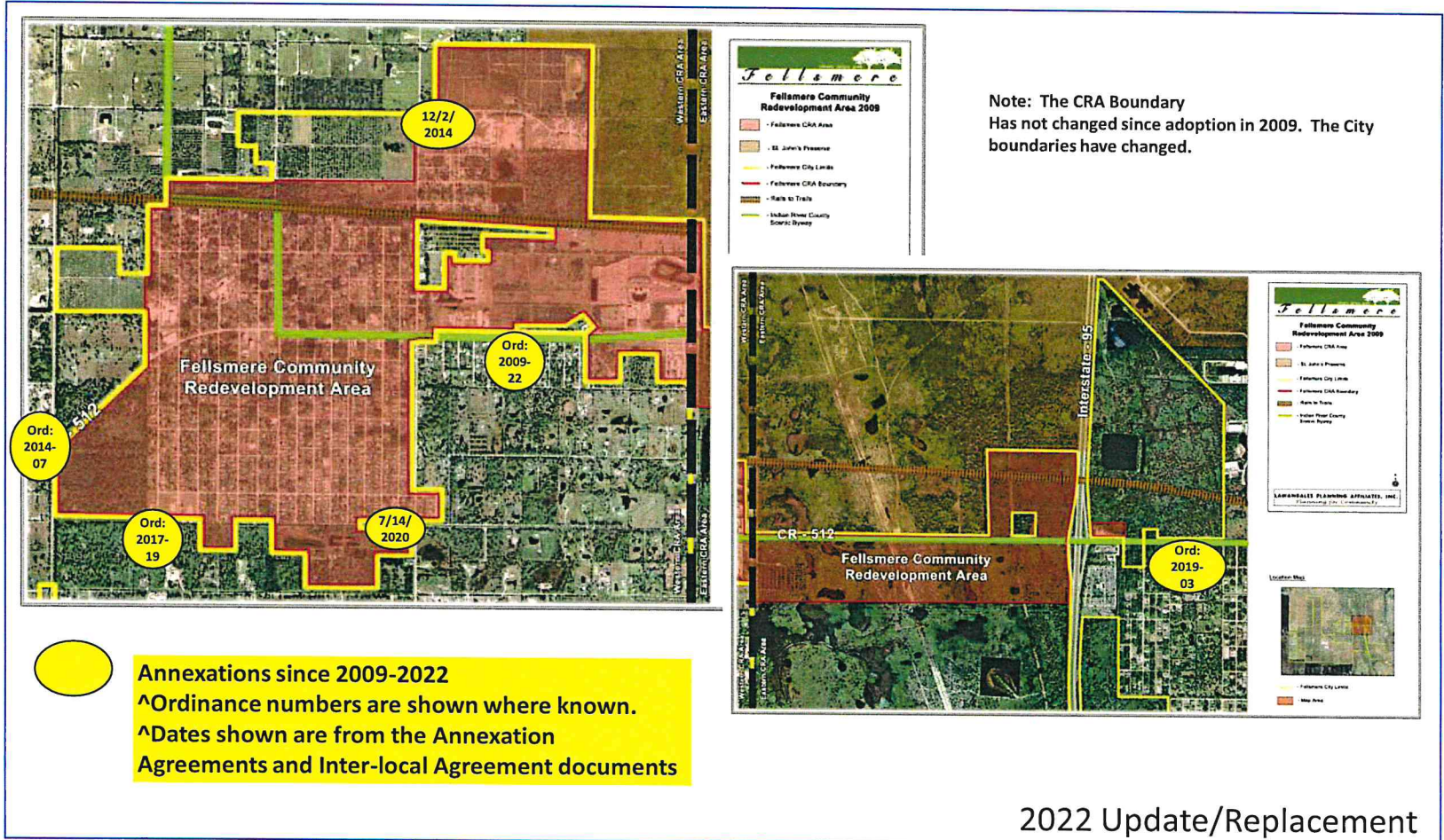
Figure 3 2009 BOUNDARY SKETCH

MAP 8 – 2022 CITY BOUNDARIES

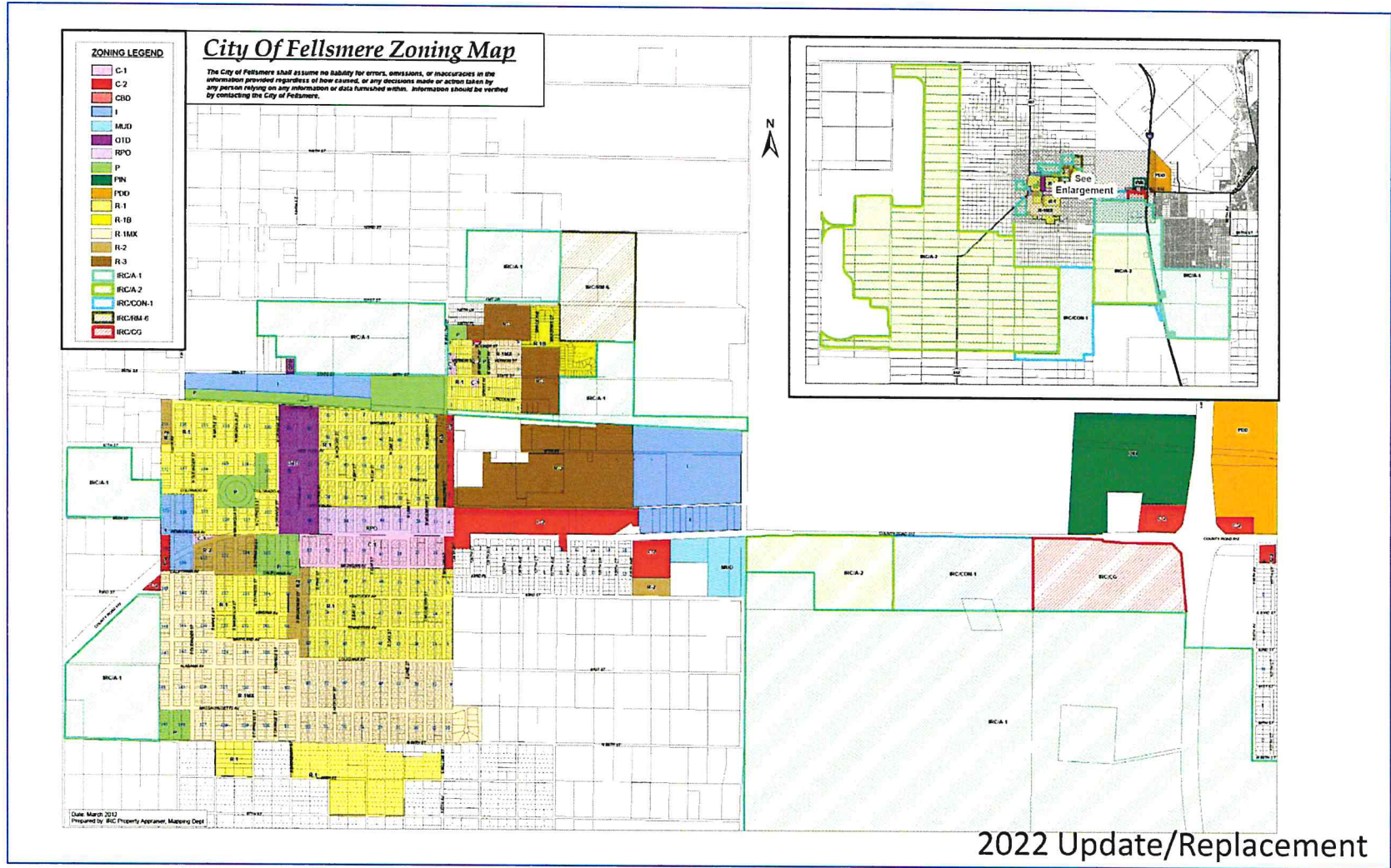


MAP 8A THE ENTIRE REDEVELOPMENT BOUNDARIES PLUS ANNEXATIONS

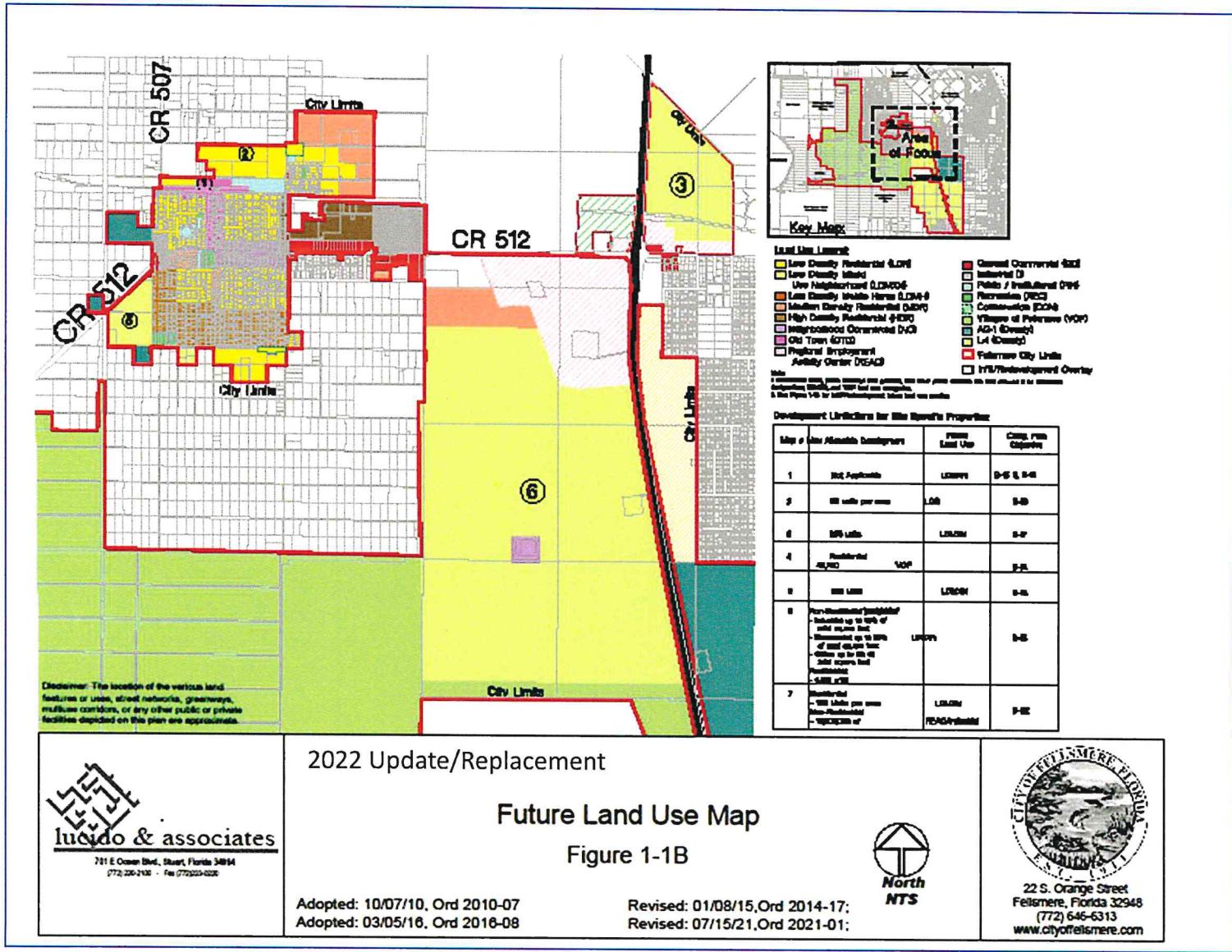
The City has annexed lands in all parts of the City and the new boundaries are shown on Map 8. The 4 Districts with the annexed areas are noted on Map 8A. Some of those new areas may be eligible for inclusion into the CRA once evaluated in a Blight Study. Maps 8B-D show the current Zoning and Future Land Use.



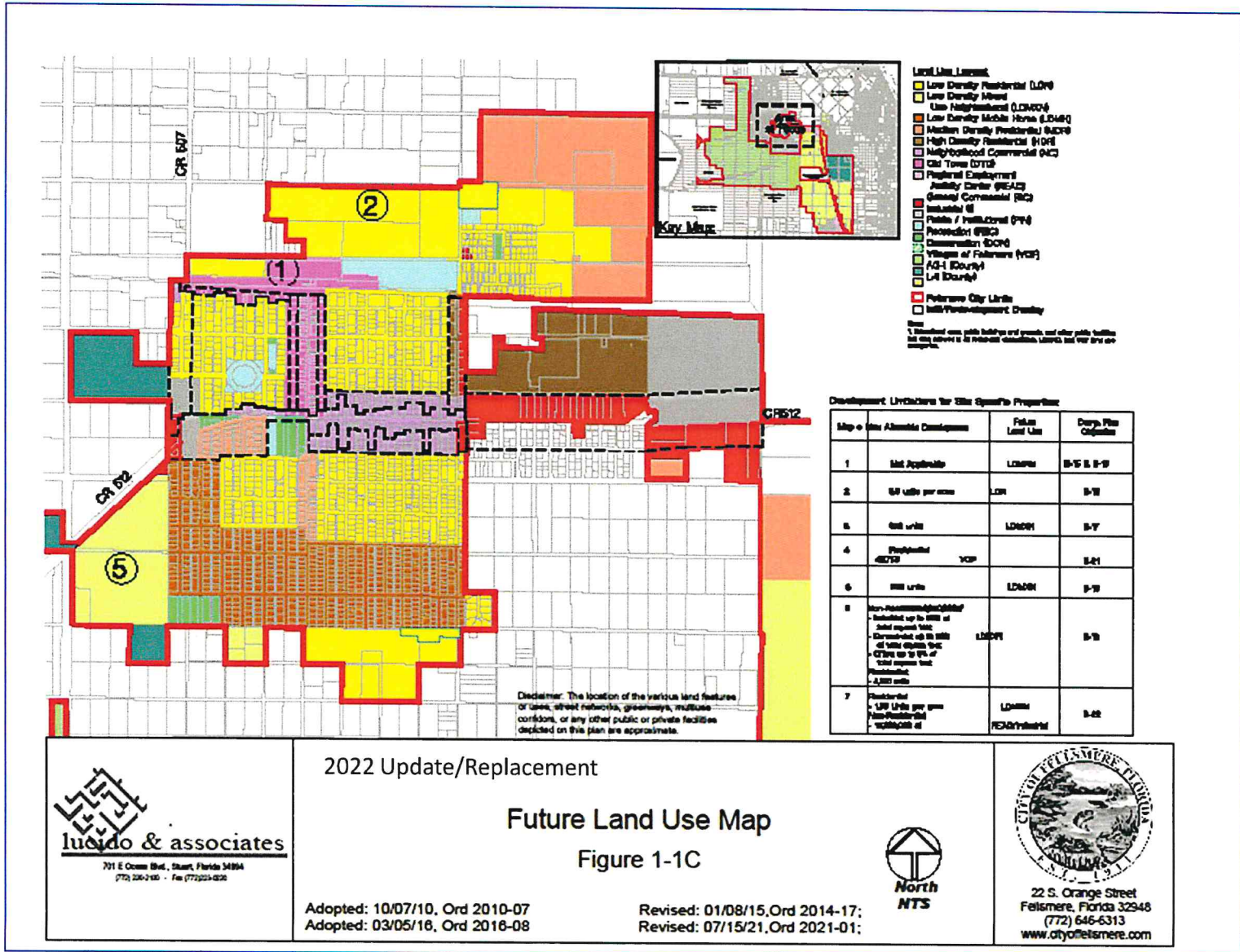
MAP 8B 2022 ZONING



MAP 8C
FUTURE LAND
USE MAP



MAP 8D
FUTURE LAND
USE MAP
CORE CITY
AREA



luccio & associates
701 E Ocean Blvd., Stuart, Florida 34994
(772) 284-2100 • Fax (772)223-0228

2022 Update/Replacement
Future Land Use Map
Figure 1-1C

Adopted: 10/07/10, Ord 2010-07
Adopted: 03/05/16, Ord 2016-08

Revised: 01/08/15, Ord 2014-17;
Revised: 07/15/21, Ord 2021-01;



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2022 COMMUNITY REDEVELOPMENT AGENCY GOALS

With this update, a new set of strategies have been identified that will tie directly to proposed programs and projects for each district as set forth below.

A. Define the Community Redevelopment Area Identity

- Establish an identity, through the public participation process, that reflects the local culture and preferences of the community. The identity may be based on History, being the first city in Indian River County, Agricultural heritage, the historic railroad; environmental features, fishing capital with the Stick Marsh, Headwaters Lake offering the best bass fishing in the world; access to St. Johns River and St. Sebastian River Preserve State Park, Blue Cypress Lake, etc.; or other things that are 'strictly' local elements like the Fellsmere Frog Leg Festival.
- Increase awareness of locations in and near the CRA that reinforce the defined identity; market them; showcase them; support them.

B. Identify Locations for Development and Growth

- The City owns several well located parcels. Identify which of those or which combinations of parcels have the highest potential for development or redevelopment.

C. Stimulate Economic Development through programs and projects that make the CRA attractive for private investment

- Promote the incentives adopted in the Land Development Code (LDC) to help the business community choose

Broadway Street and the large CRA parcels elsewhere, as the preferred location for their businesses.

- Create interest in economic development opportunities by continuing to sponsor major public events (like the Frog Leg Festival) and find new activities to increase visitation to Downtown - Farmer's Markets, antique/art/car shows, music, fun Fridays, national bass fishing tournaments, "Home-made" trade show. This activity can be done solely by the CRA or link into the Main Street efforts for longevity and promotions, and use them to showcase development or redevelopment projects
- Create a Preservation and Education center, at the Community Center or Fire Department building once vacated, which can serve as a major attractor and participant in the overall revitalization efforts, through encouraging eco-tourism, along with marketing the Stick Marsh, St. John's River, and St. Sebastian River Preserve State Park.
- Help assure the necessary infrastructure for businesses to operate, grow, and succeed, for example, internet, fiber optics, power, labor, utilities, public facilities.

D. Invest in projects whose outcome gives the most visible physical and aesthetic improvements

- Improve the visual perception of CRA properties with convenient parking, lighting and landscape, hardscape features, reliable internet and infrastructure.

- Focus on Gateway, way-finding, and unified identification signage that highlights the ‘theme’.

THE CONCEPTUAL PLAN

The prior conceptual plans were evaluated by the consultants and staff to obtain a benchmark of completed items, what items are outdated, what items have been partially completed and what are new ideas from the City Council, Community Redevelopment Agency, Planning and Zoning Commission, public, staff, and the consultant. A meeting was held on (Date to be provided after the hearing) with the public, City Council and Planning Commission, and staff. The highlights from that meeting were:

- * Focus on the local population and culture as the basis for economic development, redevelopment, and new business development
- * Focus on the environmental resources as a way to bring in people and dollars into the community
- * Focus on Broadway as the heart of the community and try to gain interest for another bank, hotel, new restaurants, and grocery and other needed retailers since Fellsmere is , at minimum, a 10 to 15-minute drive from current shopping areas in Sebastian.

This Plan proposes that the FCRA focus on cultivating and nurturing the local residents and existing business community and those wanting to start a business, so they have the tools and places they can development or grow their businesses. These businesses will 'organically' emerge from returning to the roots of the City: agriculture, eco-tourism, Latin culture, the environment and history. The ideas presented herein will mold and change as time, markets, local economies, and development occurs.

Rochelle W. Lawandales, FAICP

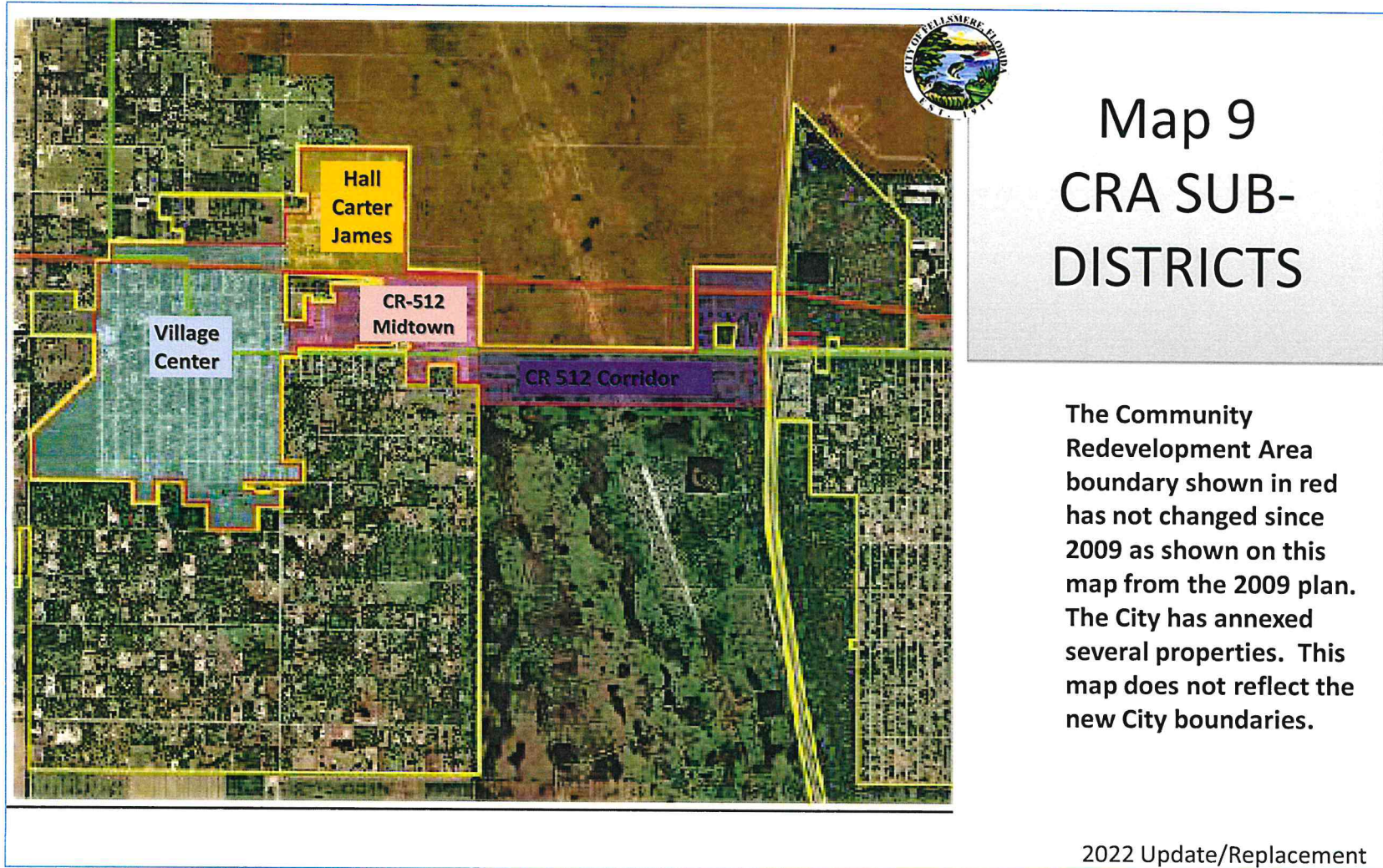
There are several alternative ways to get to the City's desired future, but the best is through generating ideas, thinking creatively and outside the box, taking risks, listening to the community and making that the first step. The market has a way of “finding its way” and the proposed redevelopment projects are strategically designed to bring people to Fellsmere and to showcase its many resources. Once people come, commerce will follow and businesses will grow.

The Fellsmere CRA was broken into 4 Sub-district's, locations of which are shown on Map 9. The remaining maps and exhibits in this section are district specific and used to graphically depict accomplishments and planning and program ideas. Written strategies and the conceptualized plan suggest physical changes, public improvements, administrative actions, and programmatic strategies to foster redevelopment.

1. **East CR 512 Corridor: This is the area of CR 512 that extends from the western boundary of the Ansin parcel east to I-95**
2. **Mid-Town CR 512: This is the CR 512 area from Willow Street to the west boundary line of the 3500 acre parcel, known as the “Ansin” parcel**
3. **The Carter James & Hall a/k/a Hall Carter James (HCJ) subdivision is located in the Northeast section of the City**
4. **Village Center: This area generally includes the current “Old Town” area on Broadway; the area west along South Carolina Street and east to Willow Street; CR 512 from the west City limits to Willow Street**

The following maps and exhibits are graphical depictions of existing FCRA plans, project conceptual ideas, and what components from the plan were accomplished and what the FCRA desires to continue to

implement. Map 10, as taken from the 2009 adopted FCRA Plan, provides a graphic of the existing Concept Plan to provide a starting point for understanding where the FCRA was and where it desires to go.



Map 10 2009 Final Concept Plan

Exhibit 2-A

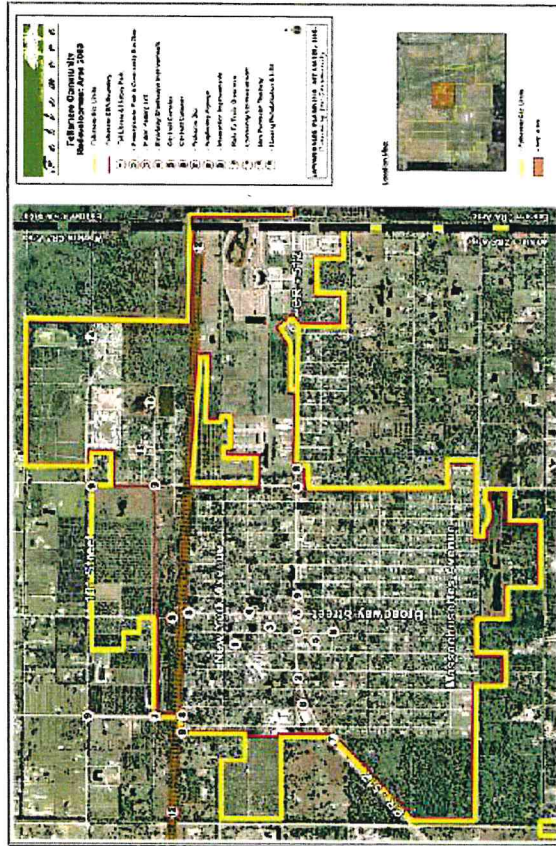
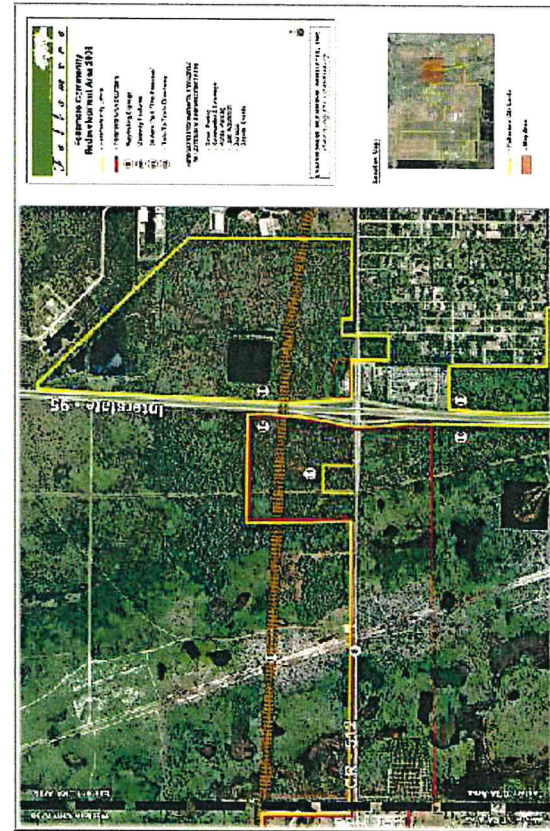


Exhibit 2-B



The 2009 Redevelopment Plan contained a myriad of desired outcomes in each of the four (4) Sub-districts. This evaluation will start at the east side, CR 512 Corridor and move westward through each sub-district. The following discussion shows what has been accomplished in each sub-district and what was not undertaken.



THE PLAN EAST CR 512 CORRIDOR & INTERCHANGE MAP 11

Accomplishments:

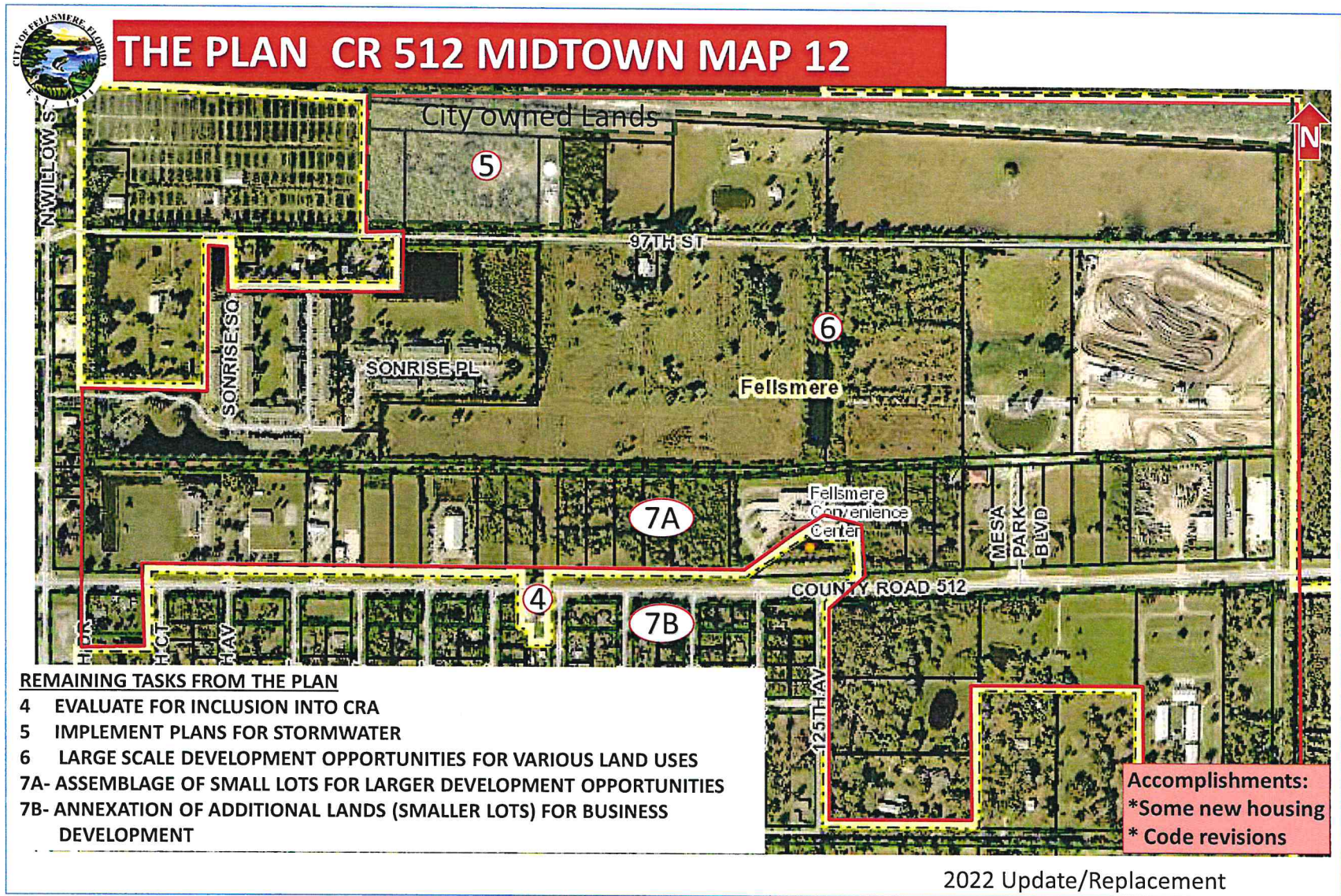
- * Fellsmere Preserve Trail Head
- ^ Gateway Feature and Rails to Trails Greenway
- ② Recent annexations



REMAINING TASKS FROM THE PLAN

- 1 INTERCHANGE LAND USE DEVELOPMENT OPPORTUNITIES
- 2 EVALUATE NEWLY ANNEXED AREA FOR INCLUSION INTO CRA
- 3 PROMOTE AND ENHANCE LINEAR TRAILS/HORSE TRAILS; CORRIDOR IS PART OF IRC SCENIC BY-WAY

2022 Update/Replacement

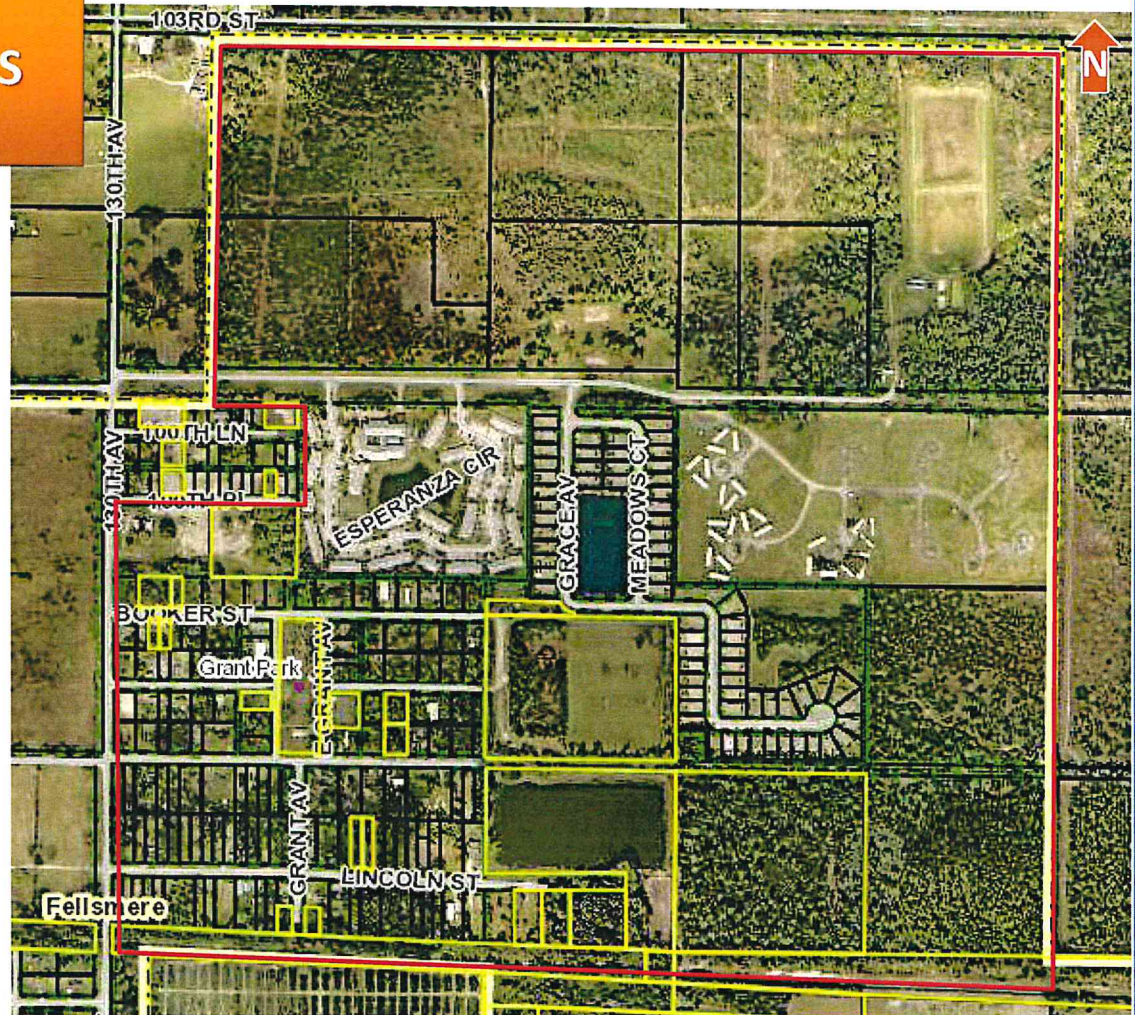




THE PLAN HALL CARTER JAMES MAP 13 A

Accomplishments:

- New single and multi-family housing constructed and being planned
- New stormwater management areas to facilitate better regional drainage
- Plans for a new Community Resource Center in conjunction with FACT and others
- Lot acquisition
- Annexation
- Piping of ditches and road paving
- Improvements and expansion of Grant Park
- Intersection of 101st completed
- Neighborhood Watch group established
- Increased housing rehabilitation



2022 Update/Replacement



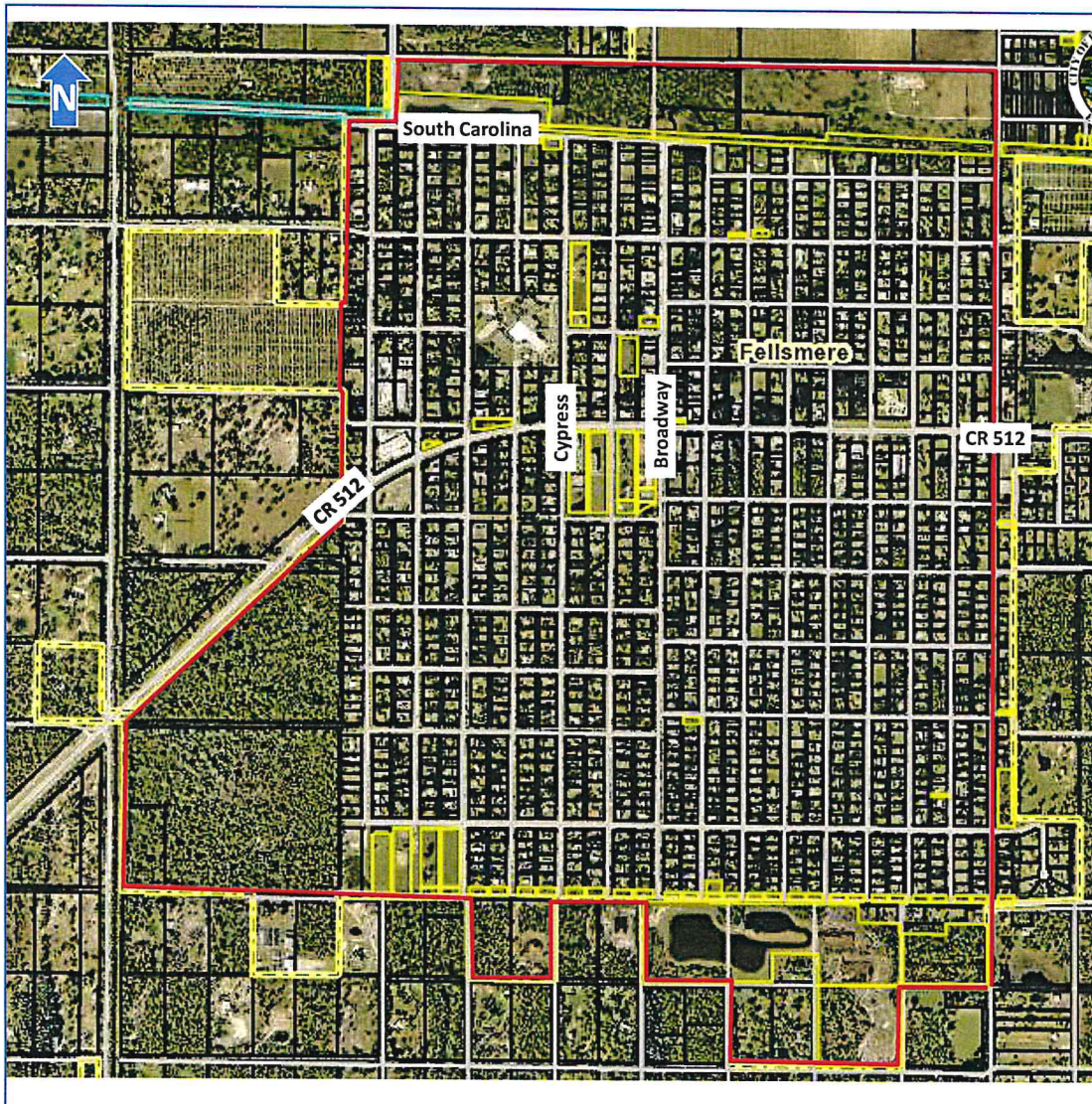
THE PLAN HALL CARTER JAMES MAP 13 B

REMAINING TASKS FROM THE PLAN

- 8 EVALUATE NEWLY ANNEXED AREA FOR INCLUSION INTO CRA
- 9 DEVELOP INTERAGENCY COMMUNITY RESOURCE CENTER
- 10 LARGE SCALE DEVELOPMENT OPPORTUNITIES FOR MIX OF HOUSING BY PUBLIC AND PRIVATE SECTORS AND NORTHERN BY-PASS
- 11 FUTURE STORMWATER PARK
- 12 FELLSMERE TRAILHEAD/EDUCATIONAL/WATER STOP
- 13 INTERSECTION IMPROVEMENTS
- 14 WORK WITH OTHER AGENCIES TO PROMOTE BUSINESS DEVELOPMENT: FOOD STORES, INTERNET CAFÉ, SMALL BOUTIQUES OF HAND MADE GOODS AND PRODUCTS, COMMUNITY KITCHEN
- 15 OFFER INDIVIDUAL PROPERTIES FOR PRIVATE HOME-OWNER PURCHASE THROUGH RFP PROCESS
- 16 MAINTAIN/ENHANCE GRANT PARK AS COMMUNAL FOCAL POINT



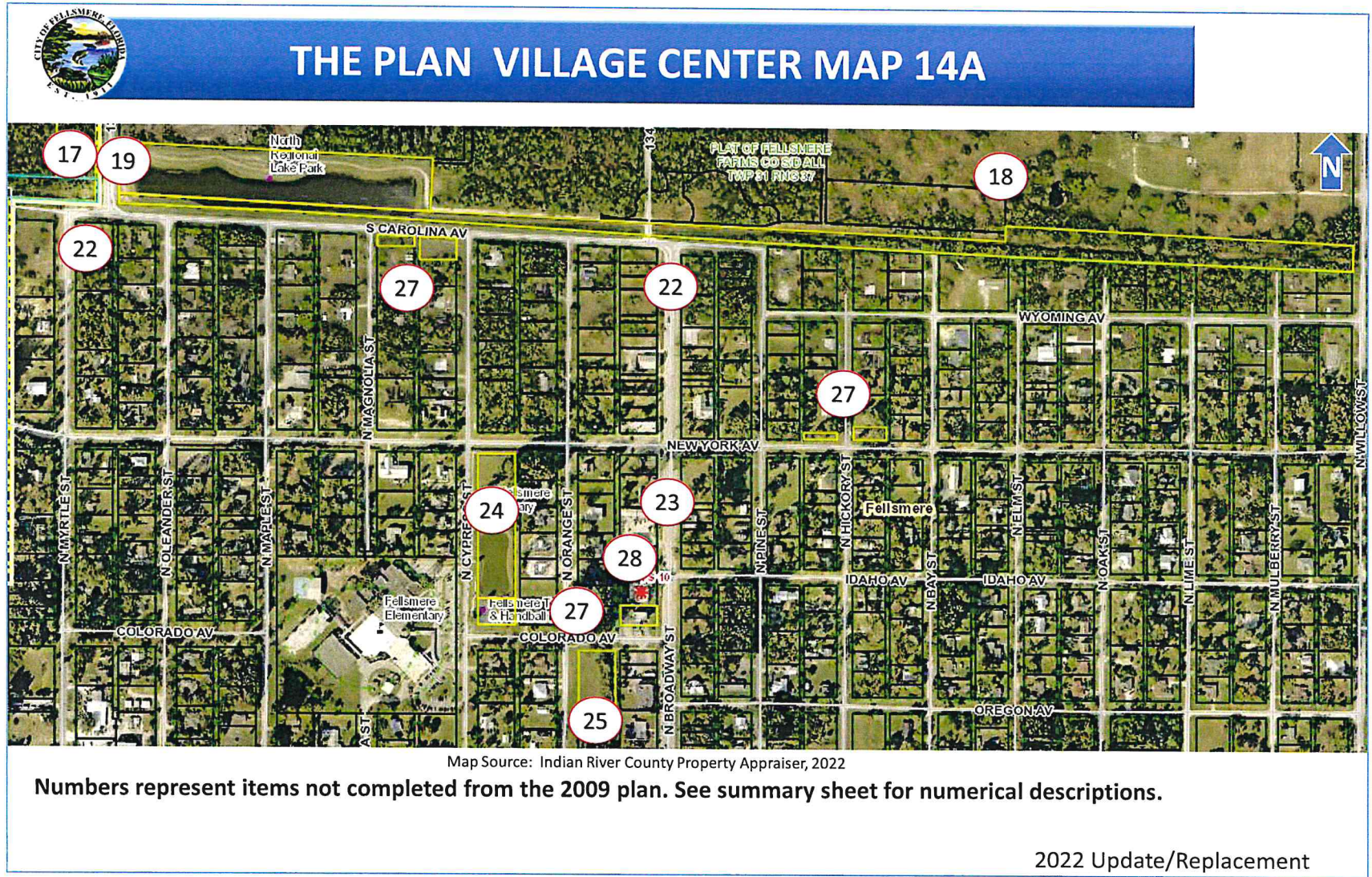
2022 Update/Replacement



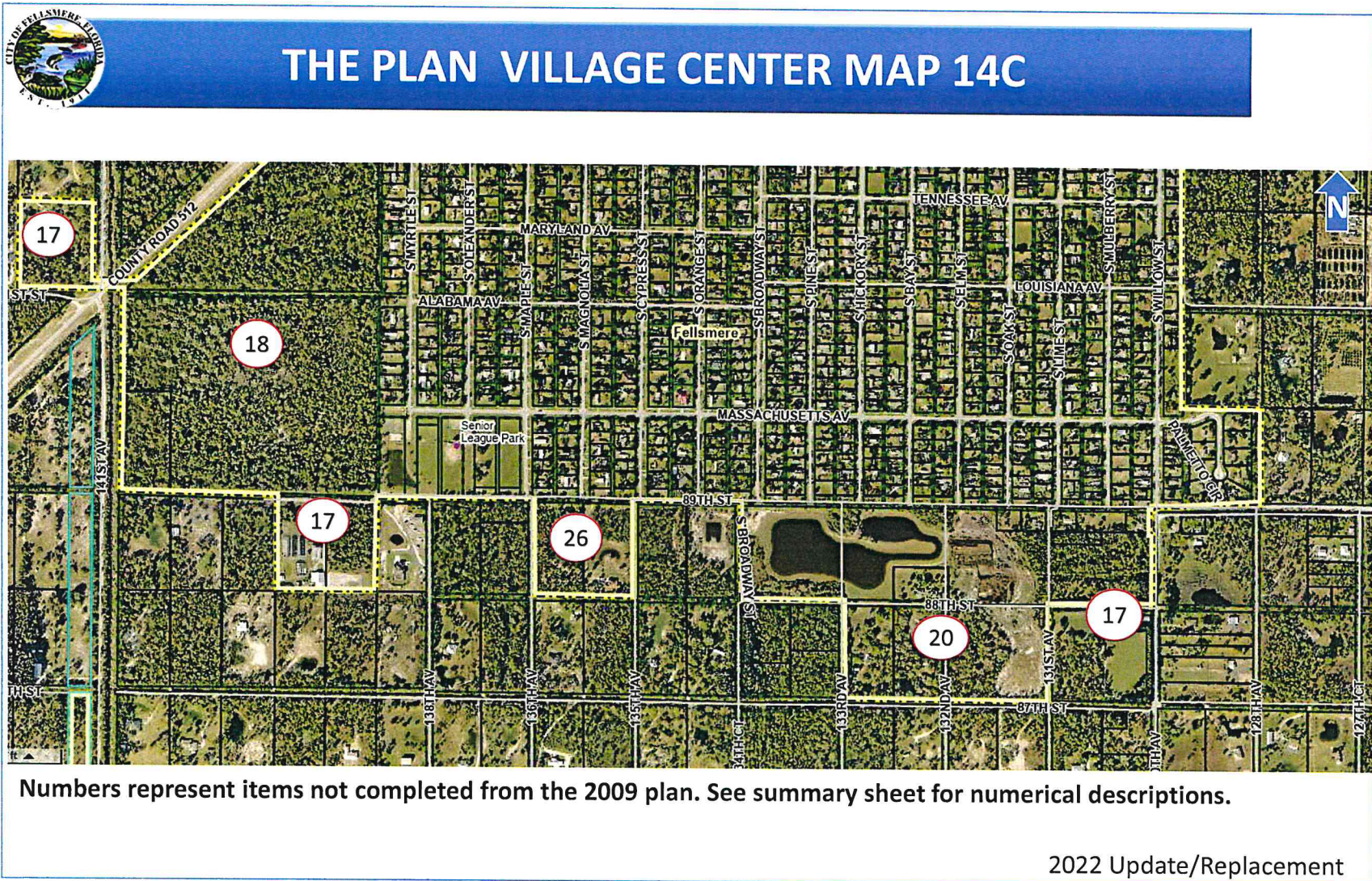
THE PLAN VILLAGE CENTER MAP 14

- Accomplishments:**
- Completion of renovation of historic City Hall at the old Fellsmere School
 - New Broadway Master Plan, Marian Fell Library Plans, and Parking plans
 - Began implementing Marian Fell Library Plans
 - Park improvements at the Little League and Senior League Fields
 - North and South Lake regional stormwater projects
 - Annexation of various lands
 - Adoption of the Overlay Zoning District for Downtown
 - Continued working with the County on alterations to Myrtle and South Carolina/Babcock Street intersection; property acquisition for new right-of way
 - Completed the Skate Park

2022 Update/Replacement









THE PLAN VILLAGE CENTER MAP SERIES SUMMARY

REMAINING ITEMS FROM THE PLAN*:

- 17 EVALUATE NEWLY ANNEXED AREAS FOR INCLUSION INTO CRA
- 18 LARGE SCALE DEVELOPMENT OPPORTUNITIES FOR MIX OF HOUSING BY PUBLIC AND PRIVATE SECTORS
- 19 WELCOME/GATEWAY SIGN
- 20 SOUTH REGIONAL STORMWATER LAKE
- 21 PENNSYLVANIA PARK AND BUS STOP
- 22 INTERSECTION IMPROVEMENTS
- 23 'ON BROADWAY': ESTABLISH MAIN STREET PROGRAM-MARKETING, ECONOMICS, DESIGN, AND ORGANIZATION
- 24 IMPLEMENT MARIAN FELL LIBRARY ARTISTIC VILLAGE
- 25 IMPLEMENT PARKING LOT CREATION ON ORANGE AND OTHER LOTS ON PARALLEL STREETS
- 26 MAINTAIN/ENHANCE SENIOR LEAGUE PARK AS COMMUNAL ACTIVITY SITE
- 27 OFFER SELECTIVE LOTS FOR PRIVATE OWNERSHIP IF SURPLUS THROUGH REQUEST FOR PROPOSAL
- 28 EVALUATE COMMUNITY CENTER AND/OR FIRE STATION RELOCATION FOR BUSINESS INCUBATOR, COMMUNITY USES OR CONVERSION TO PRIVATE SECTOR; WORK WITH OTHER AGENCIES TO PROMOTE BUSINESS DEVELOPMENT: FOOD STORES, RESTAURANTS, COFFEE AND INTERNET CAFÉ, BOUTIQUES OF HAND MADE GOODS AND PRODUCTS, COMMUNITY KITCHEN
- 29 CONTINUE TO IMPLEMENT TOWN CENTER PLANS AT CITY HALL; PARK IMPROVEMENTS, COMMUNITY CENTER, AMPHITHEATRE, GAZEBO
- 30 PROVIDE ADDITIONAL PARKING AND AREAS FOR SPECIAL EVENTS

***Numbers correspond to Maps 14A-C.**

2022 Update/Replacement

The Exhibits on the following pages reflect new conceptual plans, layouts, design ideas, or programs that the City has considered since 2009. They are now brought into this Plan update to reflect current capital or program ideas for budget purposes.

EXHIBIT 3A BROADWAY MASTER PLAN



Existing Buildings		Parking Available		Estimated Development Potential		Drainage Requirements	
Key		Broadway	123	First Floor		Total Study Area	975,000 sf / 22.38 ac
1 Chevron		Oregon	8	Existing	61,825 sf	FWCD 2" Reqt	162,500 cf / 3.73 ac-ft
2 Patel Bldg		Idaho	8	Proposed	114,775 sf	SJWMD 5" Reqt	406,250 cf / 9.33 ac-ft
3 Marsh Landing		New York	32	Second Floor		Subsurface Storage (assumed 2.5' deep)	
4 Gallery		South Carolina	9	Existing	7,000 sf	FWCD 2" Reqt	65,000 sf / 1.49 ac
5 Commnity Center		Colorado	22	Proposed	114,775 sf	SJWMD 5" Reqt	162,500 sf / 3.73 ac
6 Fire Station		Municipal Lot	97	Third Floor		French Drain (assumes squat 18" drain in 8' bed)	
7 Feed Store		Proposed Lot	66	Existing	0 sf	FWCD 2" Reqt	16,250 sf / 14,444 cy
8 Rooming House*		Private Lots	630	Proposed	114,775 sf	SJWMD 5" Reqt	40,625 sf / 36,111 cy
9 La Charo Grocer*		Total	995	Total	413,150 sf	Lake Storage (assume 5' deep)	
10 Grocer						FWCD 2" Reqt	32,500 sf / 0.75 ac
11 Hair Salon*		Parking Required		New Taxable Value		SJWMD 5" Reqt	61,250 sf / 1.87 ac
12 Lucky Strike		1st Floor	627	Total New SF	344,325		
13 Herndon Bldg		2nd Floor	254	Value per SF	\$75		
14 Old Post Office		3rd Floor	89	Estimated Value	\$25,824,375		
15 Fellsmere Inn		Total	969	Estimated Value	\$25,824,375		
16 Fellsmere Church		Surplus	26	Tax Rate	0.00752		
17 Taylor building				Potential TIF	\$194,199 annual		

2022 Update/Replacement
Concept approved by
CRA/City Council July 7, 2011

NTS. Disclaimer: The location of various land uses, buildings, roadway features, sidewalks, parking, driveway connections, landscaping and other facilities depicted on the Broadway Master Plan are conceptual and do not reflect the City's or any Property Owner's existing or proposed plan for the use of the property shown herein.



BROADWAY MASTER PLAN



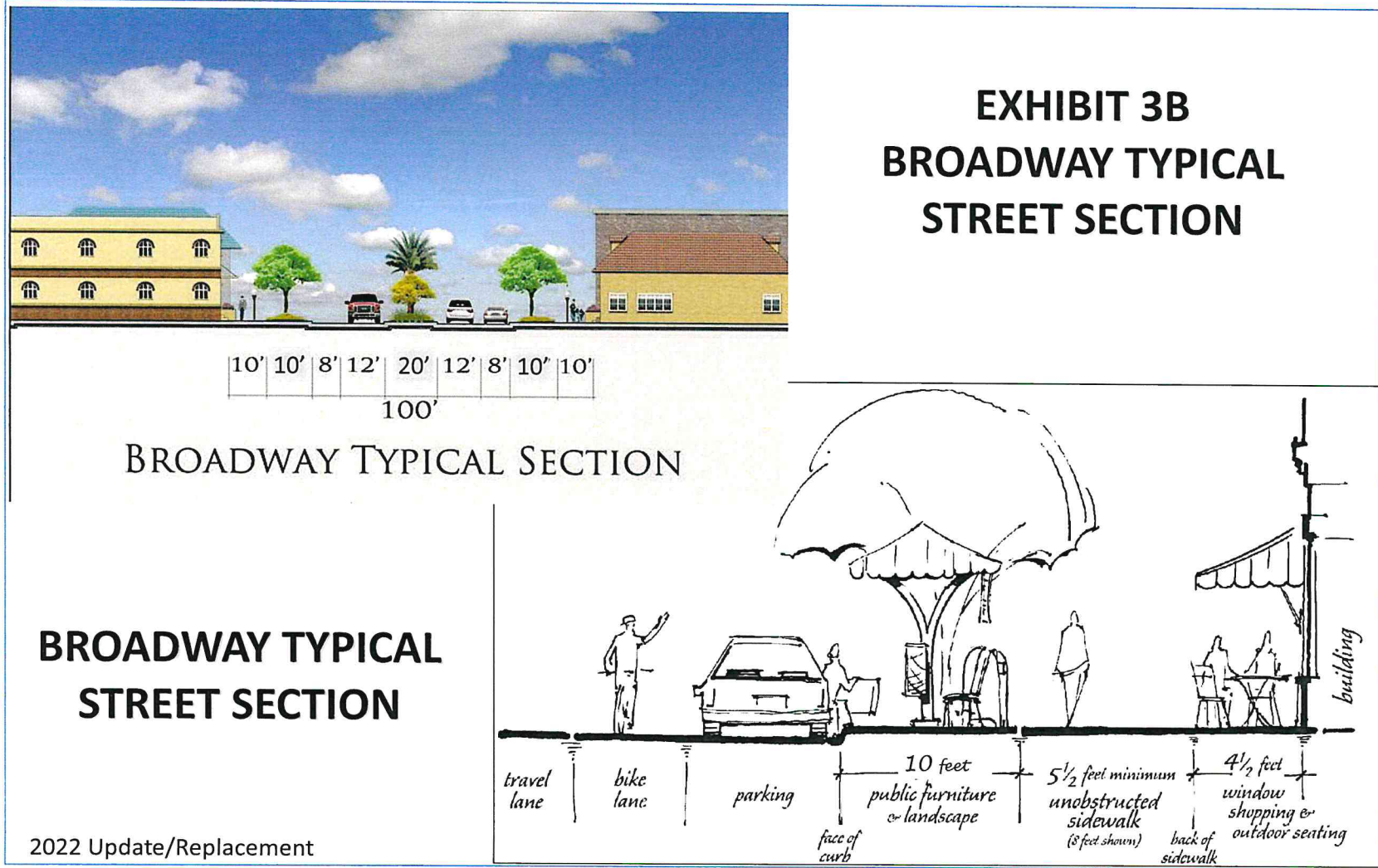
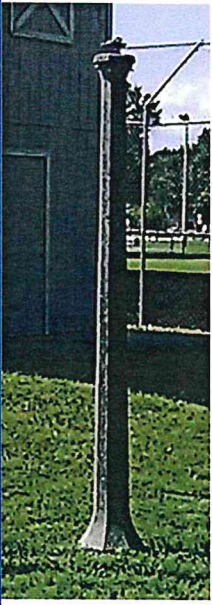




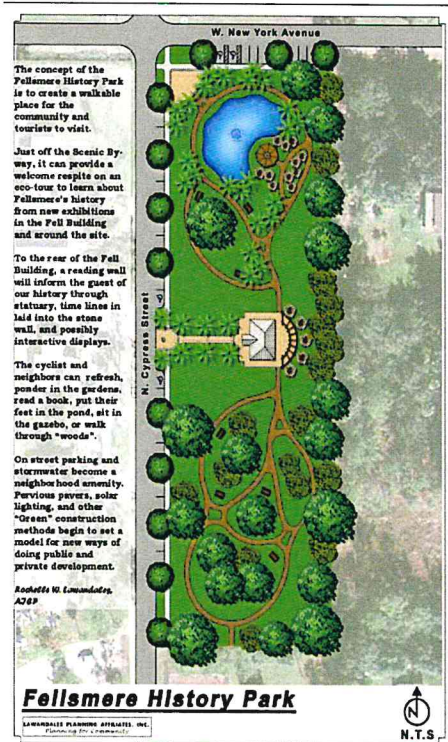
EXHIBIT 3C BROADWAY STREETScape OPTIONS



2022 Update/Replacement

EXHIBIT 4 MARIAN FELL LIBRARY

Approved by the CRA/City Council February 6, 2014



From an idea...

2022 Update/Replacement



MARIAN FELL LIBRARY

Approved by the CRA/City Council February 6, 2014



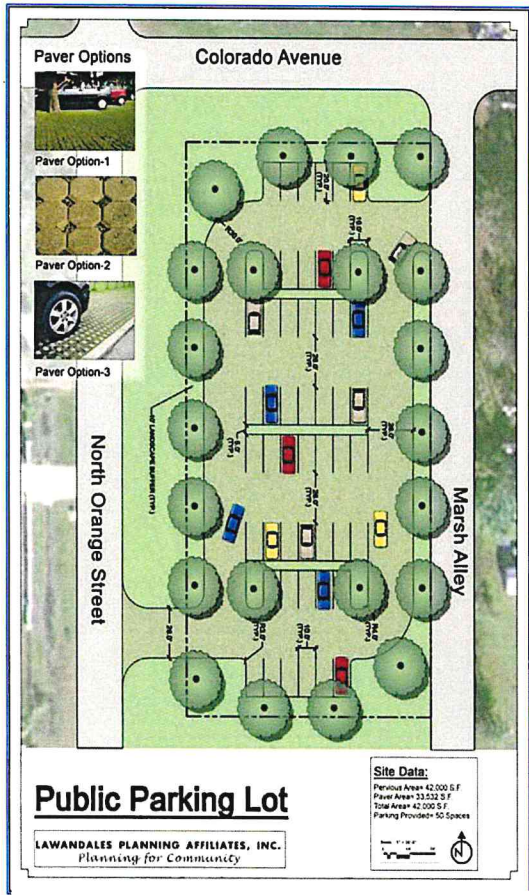


EXHIBIT 5
2009 MUNICIPAL PARKING CONCEPT

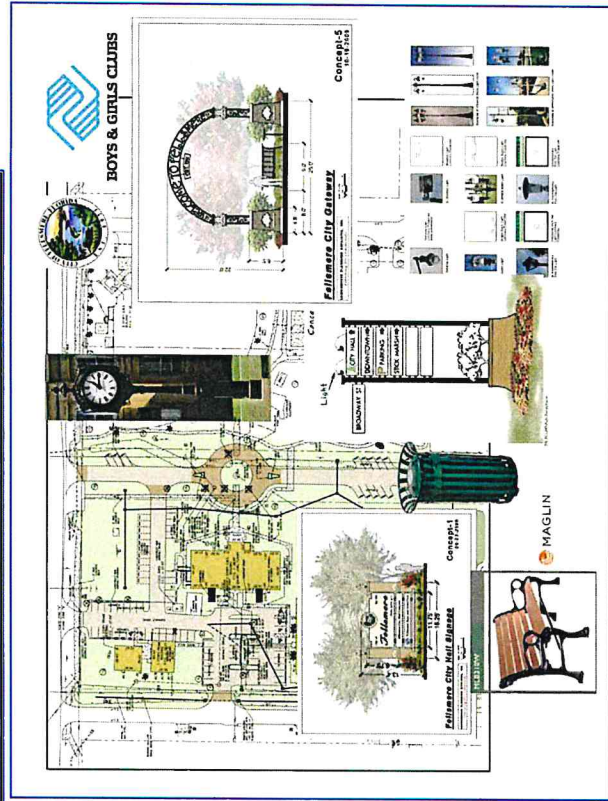


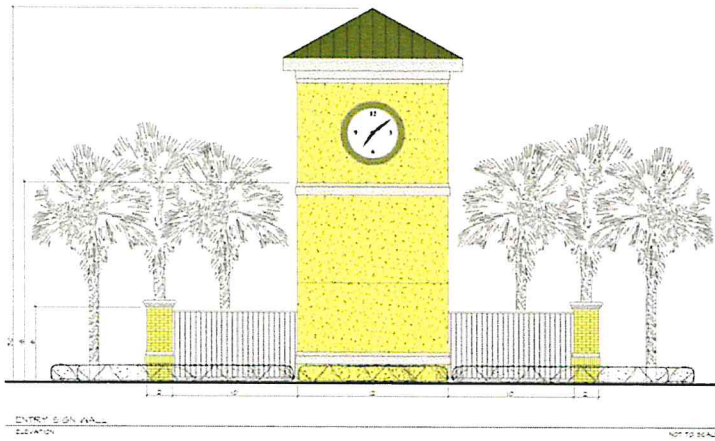
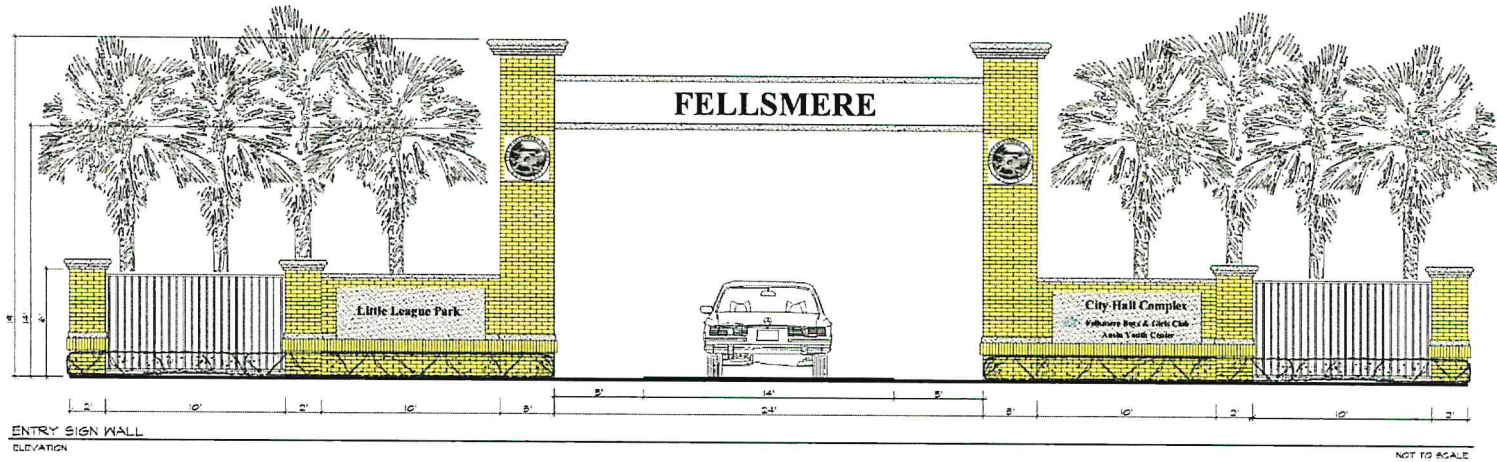
EXHIBIT 6
2009 MUNICIPAL SITE CONCEPTS

Among the projects that the CRA/City have implemented in the Village was the restoration of the historic old school house into a City Hall and Boys and Girls Club is a testament to the tenacity of all of the civic-minded residents, City Council and staff. It stands as a central beacon for civic activities. There are endless ideas for how to continue that success with expansion plans for the vacant lands surrounding the building, maintaining and enhancing the Little League Park, adding events, creating a civic hub, stimulating small business development, and connectivity to the Indian River Scenic By-way and other linear trails and greenways.

A modification to the Orange Street conceptual plan shown in Exhibit 5 from the 2009 Plan is under consideration.

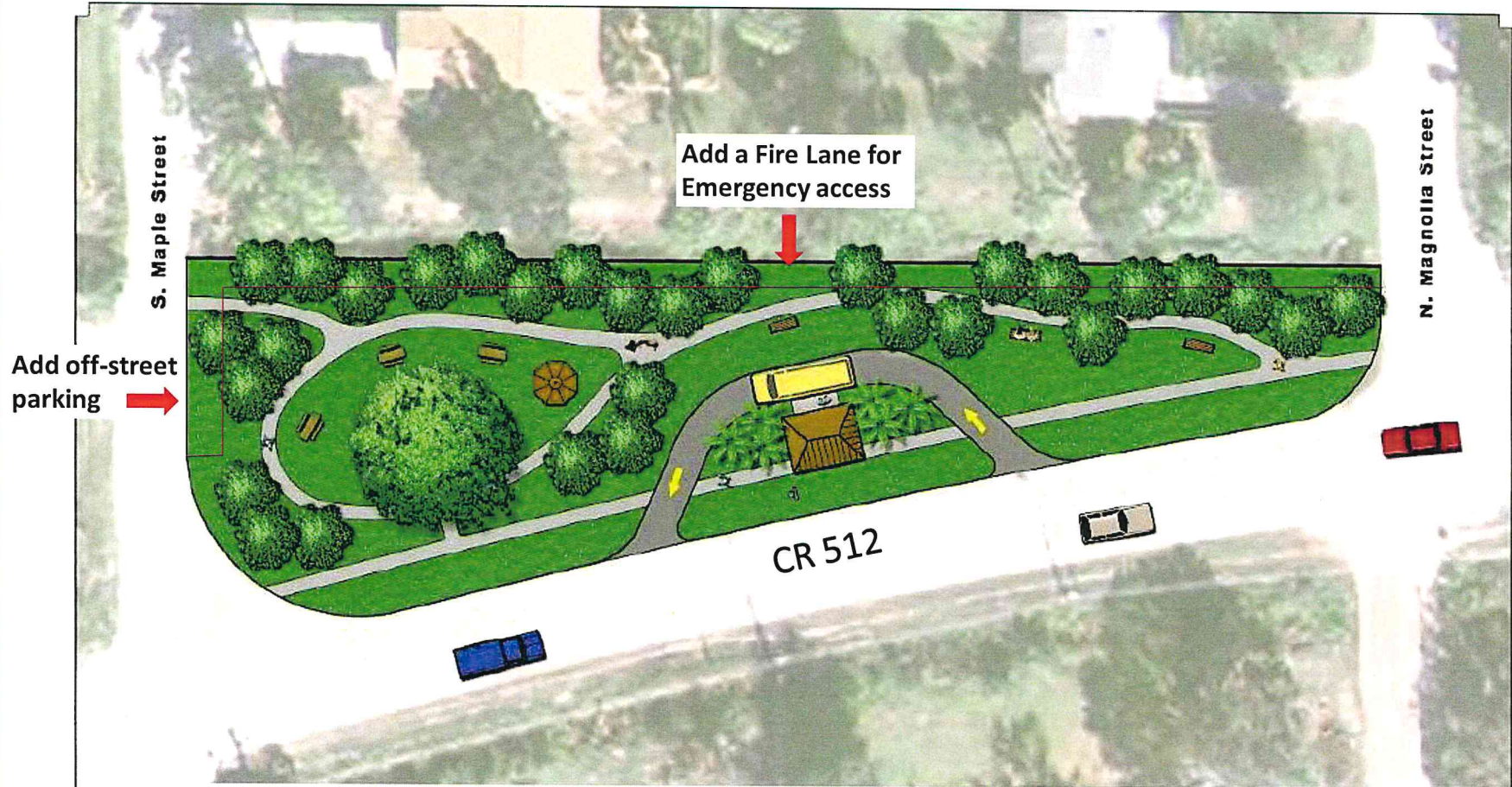
Exhibit 6, taken from the 2009 Plan, is indicative of the many similar improvements which were spawned from those ideas. There are plans for parking on various lots owned by the City in the downtown.

EXHIBIT 7 CITY HALL, GATEWAY AND ENTRY SIGNAGE IDEAS



Original Sign at US 1 and 512

EXHIBIT 8 PENNSYLVANIA PARK MODIFICATIONS



Pennsylvania Park

LAWANDALES PLANNING AFFILIATES, INC.
Planning for Community

2022 Update/Replacement



EXHIBIT 9 I-95 GATEWAY SIGN IDEA FROM 2009

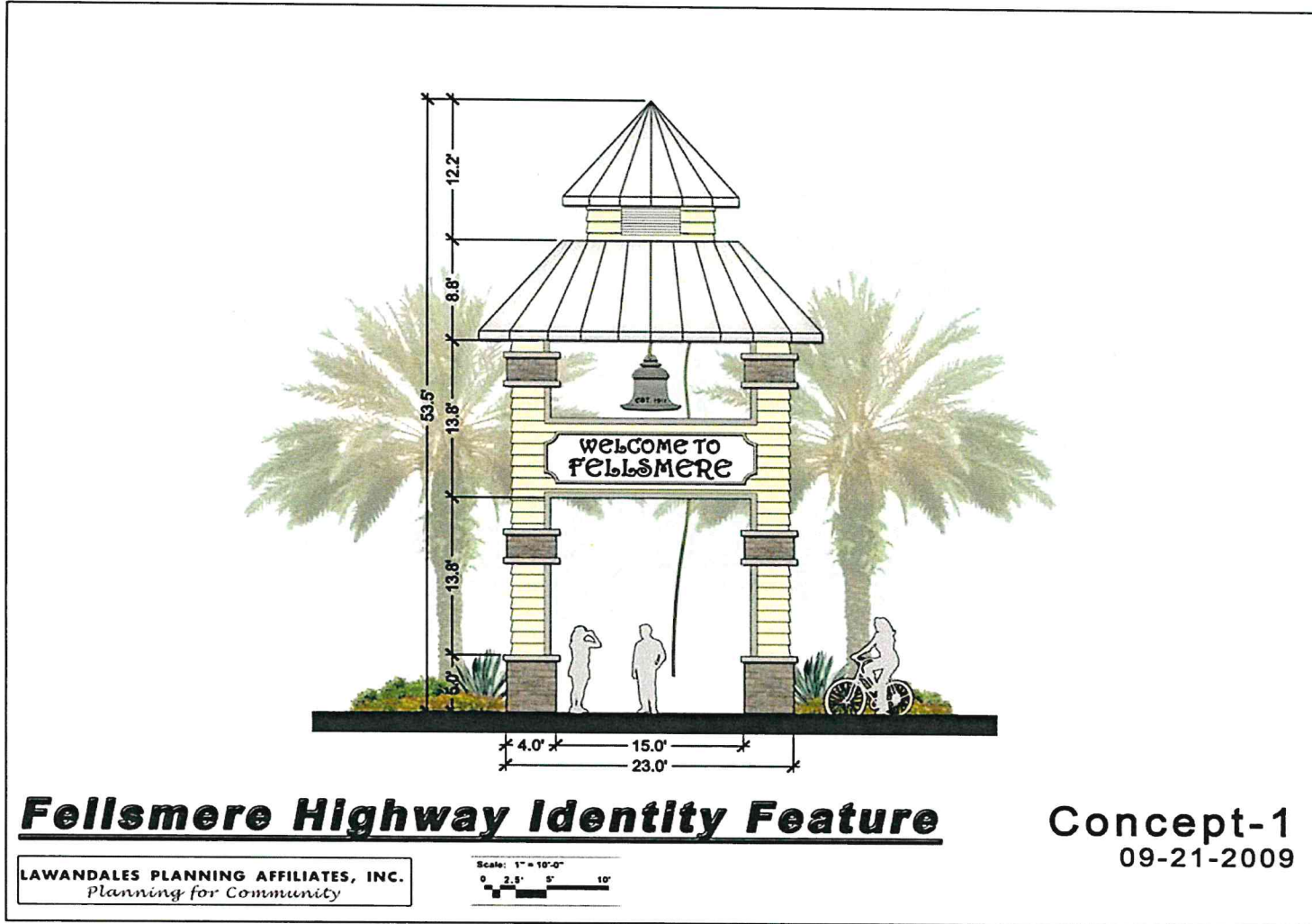
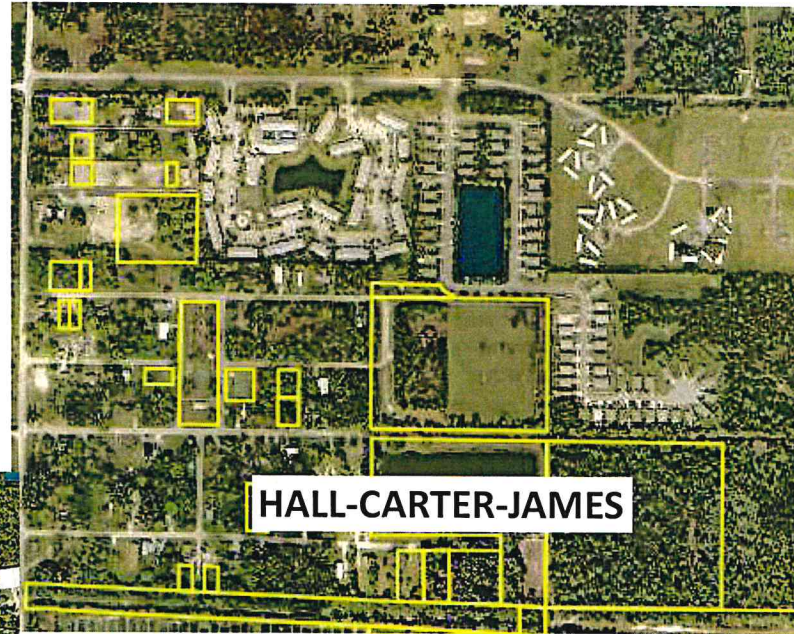


EXHIBIT 10 CITY OWNED LANDS



VILLAGE CENTER



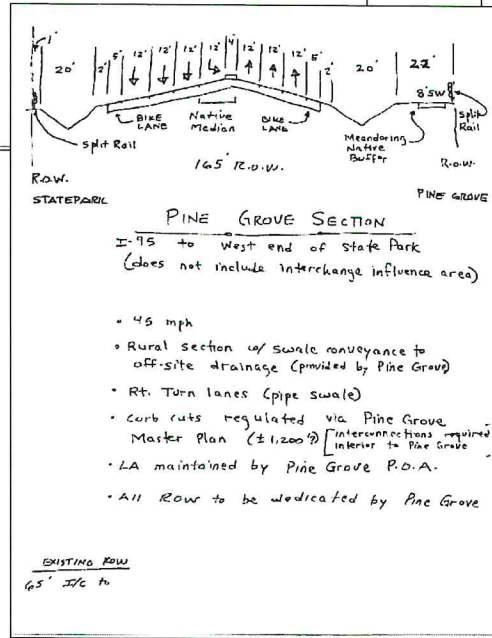
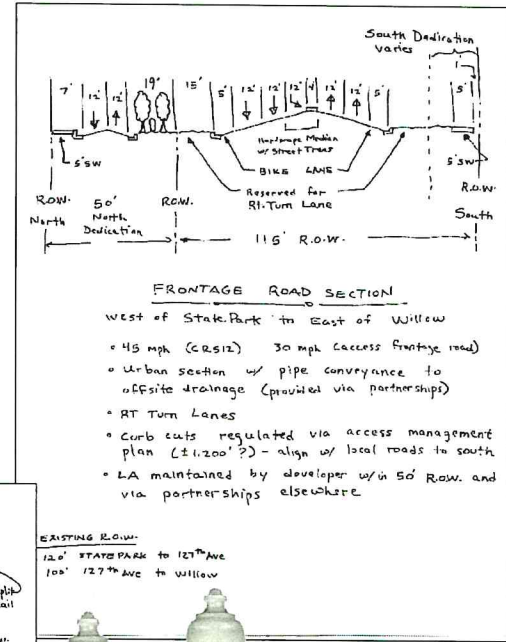
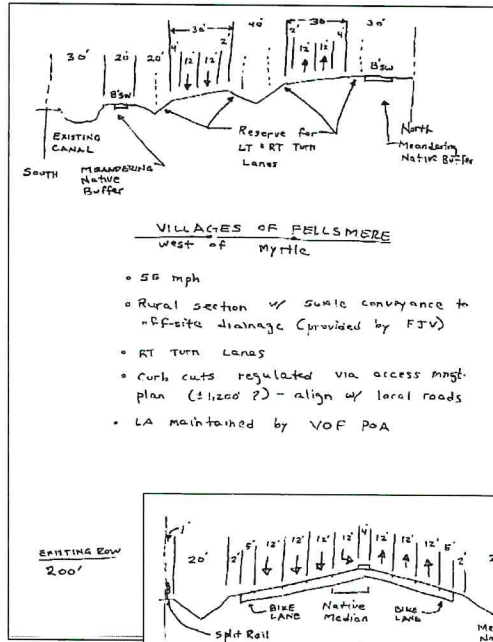
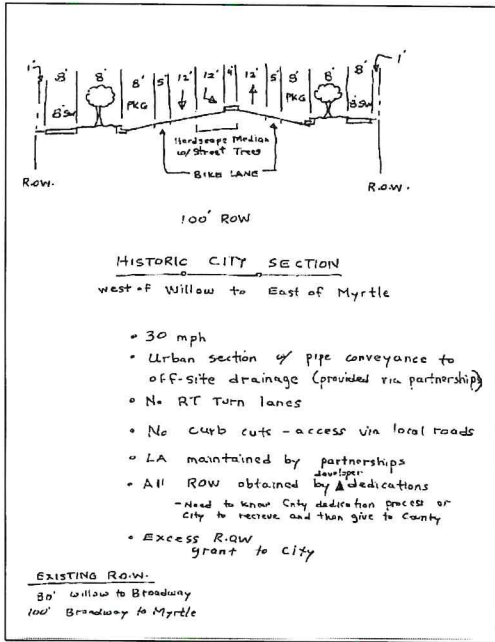
HALL-CARTER-JAMES



CR 512 CORRIDOR-INTERCHANGE

Note: The City of Fellsmere owns no lands in the CR 512 Midtown or CR 512 Corridor west of the Fellsmere Trailhead Preserve at the I-95 interchange.
Source: Indian River County Property Appraiser, 2022

2022 Update/Replacement



2022 Update/Replacement

EXHIBIT 11
EXAMPLES OF DESIRED
CROSS SECTIONS
IN ALL 4 DISTRICTS
PLUS LIGHTING SAMPLES
FOR EAST OF WILLOW ST.

FOCUSED EFFORTS

Too many activities strain both human and economic resources. It is recommended that the CRA needs to now be selective and use a targeted approach for securing quick victories and causing catalytic changes. To that end, the following are recommended to be the focal points for the Agency in all 4 sub-districts.

#1 FOCUS AREA: VILLAGE CENTER/DOWNTOWN

All roads lead to Broadway, the city's 'main street', the historic roots, and once life blood supporting the commerce needs of the community and the passengers on the historic railroad.

WHEN: Now, ongoing

WHY: It's the heart and soul of the City. If the heart is pumping, life giving blood will flow to all other parts of the City.

FUNDING SOURCES: CRA, grants, CDBG, private sector

HOW: By targeting resources to this district, the CRA can target resources to create quick victories that will be of lasting social and economic value. **The priority strategies are:**

➤ PROGRAMMING:

1. Establish a MAIN STREET program and use its 4-pronged approach: Organizational, Marketing/Promotion, Economic, and Design components. This will help to implement the master plan and assure that new projects meet key design elements, are marketed properly, are collaborative and bring together the village community. (**#1 --AS SOON AS POSSIBLE**)

➤ ECONOMIC DEVELOPMENT, ENVIRONMENTAL STEWARDSHIP, MARKETING/PROMOTIONAL:

1. Create and promote a community hub at the Community Center, Fire Station, or other location preferably on Broadway; however, a location at City Hall would also work.
 - a. This can be in the form of an incubator, which offers internet access, perhaps concessions out an internet cafe, is a local business center where local vendors can 'rent' or lease space or access educational or physical resources to establish or grown their business. It could be a 'trade' post, where markets are held and 'trading/bartering' for services can be organized. This is viewed differently from the center envisioned and being constructed in Hall Carter James, which will be a neighborhood resource center, as well as facilitator of economic development.
 - b. The Community Hub could also be an ecotourism and sustainable outdoor recreation education station and resource facility. Kiosks could focus on Fellsmere's rich outdoor, environmental and agricultural history and resources. Where are places to hike, fish, trail ride, horseback ride, exercise, provide information about the local parks and activities? Need a fishing license or know where

a boat rental or kayak rental is? This becomes a visitor center and environmental showcase.

➤ **CAPITAL INVESTMENT:**

1. Implement the physical aspects of the downtown Master Plan, Figure 5, by annual programming of capital facilities as funding becomes available: parking, stormwater, lighting, landscape, streetscape, signage, and other projects. This is done as money can be saved, bonded, or allocated from the Tax Increment Fund revenues.
2. Improve lands along CR 512 known as Pennsylvania Avenue Park as shown in Figure 4.
3. Create an Artists Village with medium density housing through public private partnerships on lands owned by the City currently known as Marion Fell Library property on North Cypress Street. (See Figure 6)

CAPITAL INVESTMENT PROJECT EXAMPLES:

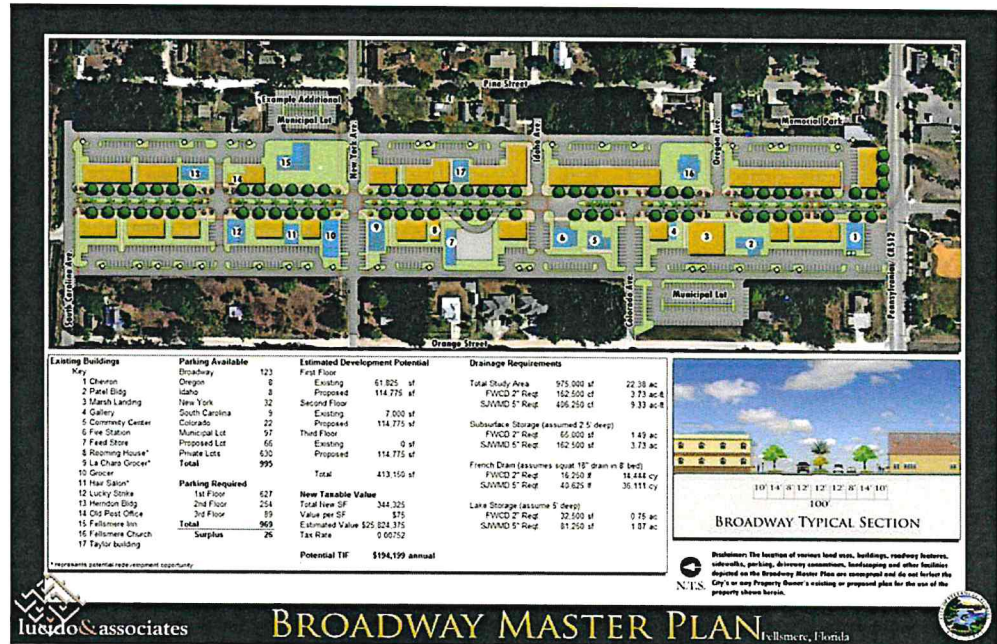
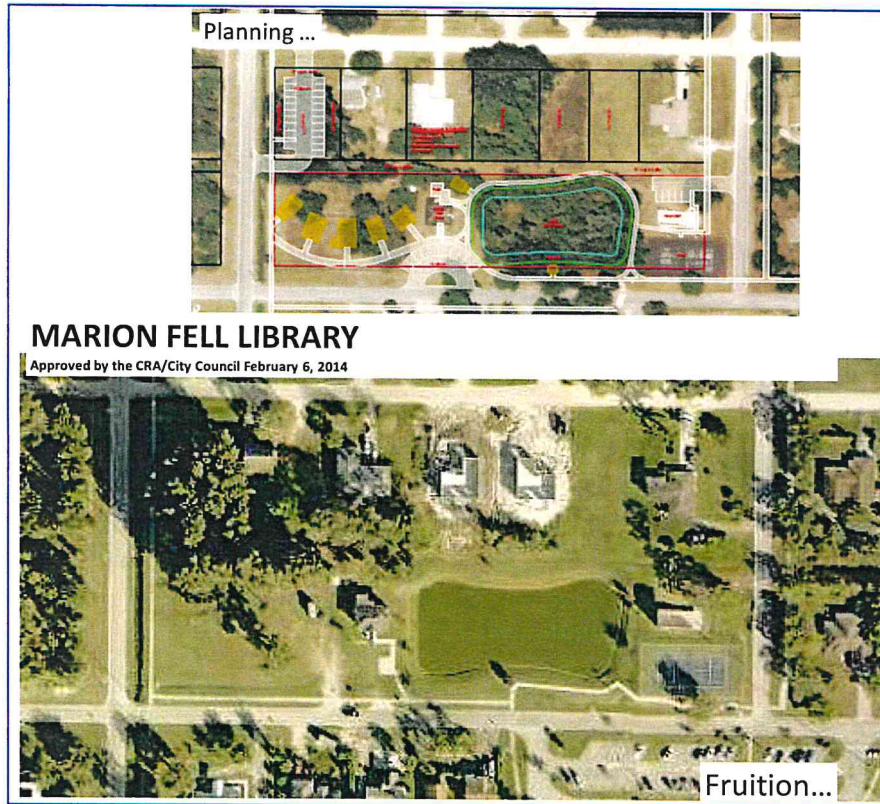


Figure 5 Broadway Master Plan



MARION FELL LIBRARY

Approved by the CRA/City Council February 6, 2014

Figure 6 Marian Fell Library

#2 FOCUS AREA: HALL CARTER JAMES (HCJ)

This is a historically African American and migrant farm worker subdivision, which expanded in 2009 with a 157-acre annexation of lands owned by Fellsmere Joint Venture, one of the largest agricultural conglomerates in Indian River County. The area is not

only is part of the FCRA, but it is also the area of the city most eligible for Community Development Block Grant (CDBG) funding. The Fellsmere Action Community Team (FACT) is preparing a site to become an economic development community resource center. The City has partnered with Fellsmere Joint Venture (FJV), Habitat for Humanity, local non-profits, and others to increase the supply of affordable owner occupied housing, multi-family rental housing, and enhance stormwater management and provide regional parks in this District.

Most importantly, over the past 15 years, the community residents have become more actively engaged in decision making, project development, and neighborhood safety through a neighborhood watch program. This area should be a parallel focus for the next several years of targeted resources, programming, and project implementation for the greatest benefit to both the residents and the local economy.

WHEN: Ongoing

WHY: To foster community inclusion and participation will result in greater community support for programs that lessen crime, enhance safety and aesthetics, improve properties, further diversify housing opportunity.

FUNDING SOURCES: CRA, grants, CDBG, private sector funding

HOW: Focused actions to nurture collaborative efforts that are already in place with FACT, Habitat for Humanity, and others, to undertake the following high impact projects and programs.

➤ **PROGRAMMING:**

1. Engage the community in preparing a Neighborhood Master Plan or Strategic Plan to identify what they want to see happen in their community.
2. Continue to engage local law enforcement for greater community policing and neighborhood watch.
3. Continue to target and provide alternative housing options and opportunity through housing assistance and incentives. Change the Comprehensive Plan and Land Development Codes as needed to encourage this and provide incentives.

*Sustainable Tourism – tourism which meets the needs of the present tourists & host communities while protecting & enhancing the needs of future generations.
Ecotourism – responsible travel to natural areas that conserves the environment & improves the well-being of local people.*

➤ **ECONOMIC DEVELOPMENT, ENVIRONMENTAL STEWARDSHIP, MARKETING/PROMOTIONAL:**

1. Support and assist in the creation and continued operation of the community resource center as a source for job training, education on community farming for local food sourcing, job training, helping with a trade and barter economy, and small business assistance.

➤ **CAPITAL INVESTMENT:**

1. Program available funding to the lighting, sidewalks, park maintenance/enhancements, stormwater management, and other physical improvements.

#3 FOCUS AREA: CR 512 INTERCHANGE-GATEWAY TO ADVENTURE



Fellsmere's east side gateway is now I-95 and CR 512. But long before there was an I-95, there was a railroad, The Dinky Line, or better known as the Trans- Florida Central Railroad. Opening in 1911, it brought people, goods

and services to Fellsmere Joint Venture agricultural lands and to them back and forth to Sebastian. Closed in 1952, the area where the lines used to sit is now a large greenway system that not only connects Sebastian to Fellsmere, but reaches into the St. Johns Buffer Preserve State Park, with a myriad of trails and trail heads. Fellsmere has had enormous success in this district with the construction and opening of the Railroad Trail, the FIT training area, and the beautiful Fellsmere Trailhead Preserve just west of the I-95 Interchange.

The confluence of these areas creates an 'ecotourism hub', which in turn is part of a greater eco-system of preserves, parks, and natural areas that meander and connect this area of Fellsmere to the world and to the St. Johns



River, C-51 Canal, Stick Marsh, Blue Cypress Lake, and Fellsmere Trailhead Preserve. These natural resources are a gift, and extraordinary resource for the CRA and City. Eco-tourism promotes sustainable environmental resource development for future generations.

For these reasons, this project rises to be a top priority for the next 3-5 years and beyond. It has the potential to bring vast results and positive benefit to the City and CRA. By getting people to come to Fellsmere, the CRA creates the mix and mass of people needed to attract commercial and business development. All the streetscape in the world will not ripple change. Bringing in new people, new dollars, to foster new entrepreneurship, local business growth, and brick and mortar will.

WHEN: Now, ongoing

FUNDING SOURCES: CRA, Tourist taxes, environmental agencies, Grants, Private Sector sponsorships

WHY: As the gateway to the City, this entry is bounded on 3 sides by major eco-tourism focal points that can bring great attention and tourists to the community.

HOW: By branding and using the natural environmental and historical elements of the city to market and promote outdoor recreation, special events, and healthy lifestyles, the CRA will attract visitors and dollars.

➤ **PROGRAMMING:**

1. Identify a theme and create a branded marketing effort; identify targets to promote to for sports, outdoor, agricultural and tourism providers; create new special events-trail races, bass fishing tournaments, kayaking events, to name a few to create new gathering options.
2. Evaluate expanding the boundaries of the FCRA to incorporate the newly annexed areas.

➤ **ECONOMIC DEVELOPMENT, ENVIRONMENTAL STEWARDSHIP, MARKETING/PROMOTIONAL:**

1. Create cooperative and collaborative relations with Tourism Agencies, Travel Agents, Visit Florida, or others for ecotourism entrepreneurship and small business assistance.
2. Determine what if any Comprehensive Plan and Land Development Code changes are needed to enable ecotourism businesses, agricultural pursuits within the urban setting, horse riding and keeping, and business licensing options.

➤ **CAPITAL INVESTMENT:**

1. Create a preservation and education center to showcase the history, environment, resource conservation and habitat management areas; areas for hunting and fishing; providing licenses; creation of concession opportunities for tourist services and providers of boat/kayak rentals, fishing licenses, snacks, water, etc.
2. Invest in a marketing and promotional campaign and in the necessary soft infrastructure to support expanded tourism and tourist related activities and business.

#4 CR 512 MID-TOWN

The 'MID-TOWN' area is the link between the historic core of the City and I-95 gateway area. Platted many years ago, scattered lots have been developed on the north side of CR 512. These lands are currently in the city limits. One annexation on the south side has occurred. The remaining platted lands south of CR 512 are in Indian River County.

WHY: This is the central pass-through to the City. The area creates a visible impression of the City and affects the desirability of investment and relocation to the City by potential buyers and investors.

WHEN: Over the long term, and as funds are allocated from the Indian River County Metropolitan Planning Organization (IRMPO)

FUNDING SOURCES: CRA, Tourist taxes, environmental agencies, Grants, Private Sector sponsorships

HOW: Marketing and Promotion; Economic Development; Implementing the Long-Range Transportation Plan

➤ **PROGRAMMING:**

1. Market and promote of the large tracts for infill development.
2. Aim for the industrial park for private investment and working with land owners to the south of CR 512 to annex into the City.

➤ **ECONOMIC DEVELOPMENT, ENVIRONMENTAL STEWARDSHIP, MARKETING/PROMOTIONAL:**

1. In the future, when resources are more plentiful from accomplishing the near term priorities, the CRA can assess providing small business assistance, doing zoning changes, and constructing capital projects.
2. Eliminating truck traffic through downtown will aid economic development efforts.
3. Annexing south side of CR 512 to promote business development and opportunity.

➤ **CAPITAL INVESTMENT:** Cooperative efforts with the IRC MPO on transportation improvements, including traffic lights, new roadways, alternative truck routes, shrinking certain areas of CR 512, traffic calming, stormwater management projects, and complete streets programs, along with pedestrian safety measures will follow from added resources in the tax increment financing (TIF).

REVISED/SUBSTITUTION

SECTION 5 - GETTING THERE

The prior Section 3 identified general goals and objectives for the FCRA redevelopment program. Section 4 defined the Conceptual Plan and specific ideas for capital improvements. This section provides the basis for Capital Improvement Programs. It elaborates on cost estimates, time frames, and agency involvement for improvement projects identified in the plan. The FCRA can use the following implementation strategies to achieve a successful redevelopment program.

**CITY OF FELLSMERE COMMUNITY REDEVELOPMENT AREA
PROPOSED CAPITAL IMPROVEMENT PROJECTS (CIP)**

The following projects are directly linked to the City of Fellsmere Community Redevelopment Area (CRA) Plan and the four (4) Sub-Districts as found in the City's CRA Plan, more particularly described in Section 4 (as may be amended from time to time). These projects are a baseline and may be added to or removed from the City's adopted Capital Improvement Program from time to time by recommendation of the Community Redevelopment Agency to the Fellsmere City Council. Other projects may be approved by the Community Redevelopment Agency for each or any of the sub-districts in the Capital Improvement Program as shown herein. The time frame for each of the projects is anticipated to start within the next 5 years or as otherwise stated.

VILLAGE CENTER/DOWNTOWN

#1 - Main Street Program

DESCRIPTION: Use Main Street's to help downtown businesses via the 4-pronged approach: Organizational, Marketing/Promotion, Economic, and Design components to implement the CRA plan and assure that new projects meet key design elements, are marketed

Rochelle W. Lawandales, FAICP

properly, are collaborative and bring together the community. Process required application through the Main Street Program; establish an advisory board; hire a part-time Main Street Director when funds are available; implement program for community benefit.

WHEN: FY2025/26

FUNDING SOURCES: CRA

COST ESTIMATE: \$40,000 Startup plus \$30,000 Annually

#2 – Community Hub

DESCRIPTION Redevelop the old fire station (once dedicated to the City) into a "Community Hub" for use as a micro business incubator offering office space, retail bays, internet access, and internet café where local start-up business can lease space to establish or grown their business. The Community Hub would also be an ecotourism resource facility. Kiosks could identify places to hike, fish, trail ride, horseback ride, exercise, and provide information about the local parks and activities. Possibly even provide access to fishing license, boat, bike, or kayak rental. This becomes a visitor center and environmental showcase. It could also be used as a trade post where markets are held and trading/bartering for services can be organized. Hub may become the home of the Main Street Program.

WHEN: FY2024/25

FUNDING SOURCES: Grant/CRA

COST ESTIMATE: \$250,000 for construction, education/marketing, and volunteer or professional staffing plus \$10,000 Annually

#3 – N Broadway Revitalization

DESCRIPTION: Reconstruct N Broadway roadway segment to improve public service capacity, community, economic and

environmental enhancement; improve traffic flow; make needed stormwater/sidewalk/underground/ paving/landscaping or other infrastructure and streetscape improvements that are needed as an inducement for private investment; and, for developing vacant lands as well as redevelopment and expansion of existing businesses. Project will improve drainage thus reduce potential for flooding events. Obtain engineering, permitting, and construction services.

WHEN: FY2024/25

FUNDING SOURCES: Grants

COST ESTIMATE: \$1,250,000 Startup plus \$10,000 Annually for maintenance (only \$171,878 non-grant funds shown in CRA CIP)

#4 – N Broadway Public Parking

DESCRIPTION: Improve the existing grass public parking lot serving N Broadway at N Orange at Colorado; and purchase and develop a second municipal lot at a site to be determined. Increase available parking to support existing and proposed businesses while enhancing pedestrian connectivity of lot to N Broadway corridor. Obtain engineering, permitting, and construction services to construct public parking and related pedestrian enhancements.

WHEN: FY2024/25

FUNDING SOURCES: Grant/CRA

COST ESTIMATE: \$200,000 Startup plus \$2,000 Annually for maintenance (for each lot)

#5 – North Broadway Alleyway Development

DESCRIPTION: N Broadway is a thoroughfare for regional traffic. Limiting the number of friction points and potential stoppages by deliveries can lead to better economic development and business

success. The project seeks to convert existing grass alleys to drive-able alleys for services deliveries and rear business parking to clear roadway conflicts. Procure engineering design, permits, and construct alley improvements.

WHEN: FY2025/26

FUNDING SOURCES: Grant/CRA

COST ESTIMATE: \$150,000 Startup plus \$5,000 Annually per alley block

#6 – CR 507 Realignment

DESCRIPTION: Reassign CR507 traffic from N Broadway to N Myrtle to eliminate truck traffic through downtown. To support expanded and retain existing and proposed businesses along N Broadway. This project requires coordination with IRC to swap N Broadway/S Carolina with N Myrtle and construct the required modifications to Babcock/N Myrtle intersection and other corridor adjustments to meet county standards.

WHEN: FY2024/25

FUNDING SOURCES: Developer funded

COST ESTIMATE: \$500,000 Startup plus \$0 Annually

#7 -- Marion Fell Library Master Site Plan

DESCRIPTION: Create an opportunity for medium density (6-7) housing where artists can live, work, and sell/display their creations.

WHEN: FY2024/26

FUNDING SOURCES: Grant/Private/CRA funds

COST ESTIMATE: \$350,000 Startup plus \$2,500 Annually

HALL CARTER JAMES (HCJ)

#1 – FACT Community Resource Center

WHAT: Partner with Fellsmere Action Community Team (FACT) to construct a Resource Center on N Willow and Booker Street that will contain lease space for service providers, community events, a gymnasium for youth sports and after school activities that will serve the HCJ community. Tenants may include, but not be limited to nonprofit, government, private, and religious organizations to serve the residents of Fellsmere. This Center may also be used for the creation of job training and continuing education and small business assistance.

WHEN: 2024/25 years

FUNDING SOURCES: ARPA/CRA/GRANTS/DONATIONS

COST ESTIMATE: \$250,000

#2 – Meadows Field Park Improvements

DESCRIPTION: To allow greater utilization of the park by the public, incorporate State Street Reservoir into Meadows Field at the end of Vernon Street and provide the following additional amenities: Lake Pier, Lake Trail, Trailhead Structure, Public Parking, and picnic facilities.

WHEN: FY2025/26

FUNDING SOURCES: Grant/Infrastructure

COST ESTIMATE: \$400,000 Startup plus \$10,000 Annually

CR 512 INTERCHANGE

#1 – Interchange Beautification

DESCRIPTION: To provide an identity to Fellsmere as you enter from the main gateway to the City, the CRA should design and install enhanced interchange landscaping, gateway, wayfinding, and “Welcome to Fellsmere” signage.

WHEN: FY2025/26

FUNDING SOURCES: Developer funded/CRA

COST ESTIMATE: \$100,000 design/\$400,000 installation plus \$30,000 Annually

#2 – Preservation Center

DESCRIPTION: Develop a Preservation and Education Center at Trailhead Preserve Park to support expanded tourism and tourist related activities and business, by constructing a center that will showcase the history, environment, resource conservation and habitat management areas; be a safety and focal area for hunting and fishing; provide hunting and fishing licenses; offer concession opportunities for tourist services and providers of boat/kayak rentals, fishing licenses, snacks, water, etc.

WHEN: FY2026/27

FUNDING SOURCES: Grant/CRA

COST ESTIMATE: \$400,000 Startup plus \$10,000 Annually

CR 512 MID-TOWN

#1 – Frontage Road

DESCRIPTION: To provide the capacity required to support continued business growth along the corridor, the CRA will undertake completing the development of the CR512 parallel facility from Willow to west end of State Park by obtaining required dedications or easements and constructing road enhancements with continuous sidewalks, bike lanes, and access management.

WHEN: FY2025/26

FUNDING SOURCES: Grant/CRA

COST ESTIMATE: \$1,000,000 Startup plus \$5,000 Annually

#2 – Street Lights

DESCRIPTION: Install street lights for public safety, traffic and pedestrian mobility and safety, and business enhancement along the CR 512 corridor. The CRA will have to coordinate with FPL for light installations.

WHEN: FY2027/28

FUNDING SOURCES: CRA

COST ESTIMATE: \$400,000 Startup plus \$15,000 Annually

DISTRICT WIDE CAPITAL PROJECTS

#1 – Business Directional Signage

DESCRIPTION: Create a directional sign program to allow businesses on and off of CR 512 and N Broadway to obtain more visibility and economic viability which will support expansion and retention of existing and proposed business. This will require coordination with

IRC to obtain right-of-way permits to install directional and wayfinding at strategic locations to direct travelers to businesses located on and off of CR512 and N Broadway.

WHEN: FY2024/25

FUNDING SOURCES: Developer funded/CRA

COST ESTIMATE: \$50,000 Startup plus \$1,000 Annually

WHEN: 1-5 years

#2 – Property Acquisition/Aggregation

WHAT: Purchase land on the open market when it becomes available and meets the location and potential use needs of the CRA to support expanded business or strategic residential opportunities.

WHEN: FY2024/25

FUNDING SOURCES: ARPA/CRA

COST ESTIMATE: \$200,000 Startup plus \$0 Annually

#3 – Marketing Program

WHAT: Create cooperative and collaborative relations with Tourism Agencies, Travel Agents, Visit Florida, or others for ecotourism entrepreneurship and small business assistance and to support expanded tourism and tourist related activities and business within the CRA. Identify a theme and create a branded marketing effort; identify targets to promote to for sports, outdoor, agricultural and tourism providers; create new special events-trail races, bass fishing tournaments, kayaking events, to name a few to create new gathering options.

WHEN: FY2026/27

HOW: FUNDING SOURCES: Grant/CRA

COST ESTIMATE: \$100,000 Startup plus \$20,000 Annually

#4 – Business Incentives

DESCRIPTION: Provide various business incentives to existing and new businesses to encourage expansion and location with the Fellsmere CRA and to reduce the burdens of regulatory action in all CRA sub-districts. Adopt specific incentive programs through proper legal actions for use in all CRA designated areas.

WHEN: FY2023/24 through FY2027/28

FUNDING SOURCES: CRA

COST ESTIMATE: \$5,000 Startup plus \$5,000 more each additional fiscal year

OTHER ACTION/EXPENSE OPPORTUNITIES

Developer Solicitations and Selections

Redevelopment areas' successes are measured by the amount of private investment and reinvestment made in an area. The funding stream only comes from private investment and increased values. The private sector puts its money into projects where there is a known market, or where the public sector has shown commitment in and willingness to invest in the area. Sometimes the public sector will “buy-down” the cost or risk of private investment, through installing such things as parking, landscape, stormwater or other needed infrastructure, as the board and agency deem appropriate or desirable.

Should the CRA acquire or assemble land or have land for disposition, they could proffer a developer solicitation in order to choose the right developer or investor for the land or project. The solicitation process

begins with the preparation of a detailed Request for Proposals (RFP) for the desired private redevelopment projects. The RFP must specifically detail all of the conditions and requirements that pertain to the developer/development process. Once selected, a general development agreement should be drafted and adopted by the Agency to assure that all terms and conditions are met.

Administration

Implementation of the Plan will require both human and financial resources. Until the Tax Increment fund accumulates resources, the City should assess its manpower needs, internal funding sources, and other resources, such as grants and loans, in order to promote and market the area, review redevelopment plans, leverage investment, assist small business, provide for special events, provide day to day management and review for the implementation of this important program. Only with a dedicated staff and revenue stream can the City make this work to its highest capability. Left to “plug-along” on its own, the area will languish further. Thus the following actions are suggestions to aid the plan's success:

- 1) Permanent staff or consultant designation for responsibility of activities and plan implementation within the target areas.
- 2) Operating and day-to-day activity budgetary needs.
- 3) Planning for special events and marketing/promotional efforts.

Cost: \$5-10,000 annually

Performance and Evaluation measures

Continued evaluation of the Plan and the performance of the Plan are necessary to monitor implementation efforts to understand the success or failure of various projects or programs. At a minimum, the CRA should:

- 1) Use two meetings per year to evaluate the goals, objectives, and implementation plan to identify changes or additions.
- 2) Obtain feedback from the community periodically during the year.
- 3) Conduct internal staff and peer review for project assessment and evaluation:
 - a. Rank or change the ranking of priorities and projects for consideration during budget cycles and inclusion in the Capital Improvements Plan.
 - b. Prepare checklists and master project scheduling tools to identify start and completion cycles, budget targets, and associated tasks to stay on target.
 - c. Set measurable objectives for the year with an assessment at year's end to understand problems, progress and pitfalls.
 - d. Evaluate/update the plan every 3-5 years.

CRA Capital Improvement Projects Proposed Program 2023-2029					
Revenue	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
CRA Carry Forward	\$111,170				
CRA Revenue	\$85,708	\$100,000	\$120,000	\$140,000	\$160,000
APRA Funds (FACT)	\$250,000	\$250,000			
Developer Contributions		\$650,000	\$400,000		
Grants/Loans		\$1,450,000	\$2,250,000	\$500,000	\$400,000
CRA/OTHER Revenue Subtotal	\$446,878	\$2,450,000	\$2,770,000	\$640,000	\$560,000
Expense	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Transfer - CRA to General Fund	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Main Street Program			\$40,000	\$30,000	\$30,000
N Broadway Revitalization	\$171,878	\$1,200,000	\$34,000	\$12,000	\$2,000
Community Hub		\$250,000	\$10,000	\$10,000	\$10,000
N Broadway Public Parking			\$300,000	\$2,000	\$2,000
N Broadway Alleyways		\$150,000	\$5,000	\$5,000	\$5,000
CR507 Realignment		\$500,000			
Meadows Field Enhancements			\$700,000	\$10,000	\$10,000
I/C Beautification		\$100,000	\$400,000	\$25,000	\$25,000
Preservation Center				\$400,000	\$5,000
Street Lights					\$400,000
Directional Signage		\$50,000	\$1,000	\$1,000	\$1,000
CRA Grants/Business Incentives	\$5,000	\$10,000	\$10,000	\$20,000	\$25,000
Marketing Program				\$100,000	\$20,000
APRA Funds (FACT)	\$250,000				
Property Acquisition		\$100,000			
Marian Fell Artist Village		\$70,000	\$250,000		
Frontage Road			\$1,000,000	\$5,000	\$5,000
Sub Total	\$446,878	\$2,450,000	\$2,770,000	\$640,000	\$560,000
Carry Over	\$0	\$0	\$0	\$0	\$0
CRA/OTHER Expense Total	\$446,878	\$2,450,000	\$2,770,000	\$640,000	\$560,000

REVISED/SUBSTITUTION

SECTION 6: Dollars and Sense

Unchanged, except for updated Estimates

New estimates for the 2005 Original Boundary of FCRA:

2005 ORIGINAL BOUNDARY REMAINING YEARS ESTIMATED REVENUES 2022-2045^								
YEAR	BASE YEAR	CURRENT YEAR (ESTIMATED)	INCREMENTAL VALUES (ESTIMATED)	% FOR CRA	ESTIMATED REVENUES	MILLAGE**	ESTIMATED \$ TO THE FCRA	
BASE YEAR 2005	18,723,335.00							
19-20	18,723,335.00	24,132,174.00	5,408,839.00	0.95	5,138,397.05	0.005221	26,827.57	
20-21	18,723,335.00	23,991,818.00	5,268,483.00	0.95	5,005,058.85	0.005323	26,639.93	
21-22	18,723,335.00	24,863,709.00	6,140,374.00	0.95	5,833,355.30	0.005326	31,068.45	
22-23	Estimates*	18,723,335.00	25,360,983.18	6,637,648.18	0.95	6,305,765.77	0.005326	33,584.51
23-24		18,723,335.00	25,868,202.84	7,144,867.84	0.95	6,787,624.45	0.005000	33,938.12
24-25		18,723,335.00	26,385,566.90	7,662,231.90	0.95	7,279,120.31	0.005000	36,395.60
25-26		18,723,335.00	27,177,133.91	8,453,798.91	0.95	8,031,108.96	0.005000	40,155.54
26-27		18,723,335.00	27,992,447.92	9,269,112.92	0.95	8,805,657.28	0.005000	44,028.29
27-28		18,723,335.00	28,832,221.36	10,108,886.36	0.95	9,603,442.04	0.005000	48,017.21
28-29		18,723,335.00	29,408,865.79	10,685,530.79	0.95	10,151,254.25	0.005000	50,756.27
29-30		18,723,335.00	30,585,220.42	11,861,885.42	0.95	11,268,791.15	0.005000	56,343.96
30-40		18,723,335.00	31,808,629.24	13,085,294.24	0.95	12,431,029.53	0.005000	62,155.15
40-45		18,723,335.00	33,399,060.70	14,675,725.70	0.95	13,941,939.42	0.005000	69,709.70
NOTES:								
1	ACTUAL VALUES AND INCREMENT PAYMENTS KNOWN IN YEARS 2019-2022							
2	* ESTIMATES ARE MADE USING CONSERVATIVE % INCREASES IN VALUATIONS BASED UPON HISTORICAL INFORMATION.							
3	** ESTIMATES ARE MADE USING VERY CONSERVATIVE % INCREASES IN VALUATIONS BASED UPON HISTORICAL INFORMATION.							
4	^ CRA SUNSET YEAR BEING EXTENDED TO THE FULL 40 YEARS ALLOWED BY STATUTE.							

New estimates for the 2009 expansion area:

REMAINING YEARS ESTIMATED REVENUES 2022-2045^							
YEAR	BASE YEAR	CURRENT YEAR (ESTIMATED)	INCREMENTAL VALUES (ESTIMATED)	% FOR CRA	ESTIMATED REVENUES	MILLAGE**	ESTIMATED \$ TO THE FCRA
BASE YEAR 2009	64,922,570.00						
21-22	64,922,570.00	54,880,528.00	(10,042,042.00)	0.95	(9,539,939.90)	0.005326	(50,809.72)
22-23	64,922,570.00	55,978,138.56	(8,944,431.44)	0.95	(8,497,209.87)	0.005326	(45,256.14)
23-24	64,922,570.00	57,097,701.33	(7,824,868.67)	0.95	(7,433,625.24)	0.005000	(37,168.13)
24-25	64,922,570.00	58,239,655.36	(6,682,914.64)	0.95	(6,348,768.91)	0.005000	(31,743.84)
25-26	64,922,570.00	59,986,845.02	(4,935,724.98)	0.95	(4,688,938.73)	0.005000	(23,444.69)
26-27	64,922,570.00	61,786,450.37	(3,136,119.63)	0.95	(2,979,313.65)	0.005000	(14,896.57)
27-28	64,922,570.00	63,640,043.88	(1,282,526.12)	0.95	(1,218,399.81)	0.005000	(6,092.00)
28-29	64,922,570.00	64,912,844.76	(9,725.24)	0.95	(9,238.98)	0.005000	(46.19)
29-30	64,922,570.00	67,509,358.55	2,586,788.55	0.95	2,457,449.12	0.005000	12,287.25
30-40	64,922,570.00	70,209,732.89	5,287,162.89	0.95	5,022,804.75	0.005000	25,114.02
40-45	64,922,570.00	73,720,219.53	8,797,649.53	0.95	8,357,767.06	0.005000	41,788.84
NOTES:							
1 ACTUAL VALUES AND INCREMENT PAYMENTS KNOWN IN YEARS 2022 PER IRC PROPERTY APPRIASER							
2 * ESTIMATES ARE MADE USING CONSERVATIVE % INCREASES IN VALUATIONS BASED UPON HISTORICAL INFORMATION.							
3 ** ESTIMATES ARE MADE USING VERY CONSERVATIVE % INCREASES IN VALUATIONS BASED UPON HISTORICAL INFORMATION.							
4 ^ CRA SUNSET YEAR BEING EXTENDED TO THE FULL 40 YEARS ALLOWED BY STATUTE.							

The City will need to consider all available funding resources, including bonding, grants, special taxing district, business improvement districts, and targeted allocations to fund the various projects on an annual basis.

REVISED/SUBSTITUTION

SECTION 8 - STATUTORY REQUIREMENTS

Pursuant to Chapter 163, this section confirmed compliance with statutory requirements and showed in what section a topic was contained. Those have not changed. Therefore, the only change to this Section 8 will be to substitute a new time frame:

J. Provide a time certain for completing all redevelopment financed by increment revenues. Such time certain shall occur no later than 30 40 years after the fiscal year in which the plan is approved, adopted, or amended pursuant to s. 163.361(1), which in this case is the original date in 2005. Therefore, the Plan will sunset on the 1st day of October, 2046, unless allowed by the Laws of Florida to be extended thereafter. However, for any agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years after the fiscal year in which the plan is approved or adopted. (2045) (See Plan Duration in Section 9 Legal framework)

REVISED/SUBSTITUTION

SECTION 9 - CONCLUSIONS AND RECOMMENDATIONS

The City of Fellsmere has made many substantial accomplishments within the CRA since 2005's original plan boundaries and the expanded 2009 boundary. There are many tasks that remain in the plan which the City desired to keep in the plan and continue. However, with the limited resources that the CRA has, it is recommended that the CRA focus on a few targeted strategies. Those are outlined in the new Section 4.

A Community Redevelopment Plan provides opportunities for the community to design a new future for and create opportunities for public and private investment. A CRA can aid the market in finding and directing the right kinds of development, installing infrastructure, providing rehabilitation assistance to businesses and homes, preserving neighborhoods and quality residential areas, retaining and supporting existing businesses, and expanding new business opportunities through the new expanded area. By encouraging new public and private investment and other physical and social improvements, crime rates decrease, values increase, and a true sustainable community with a strong sense of place emerges.

The 2009 Plan- integrated ideas, strategies, and projects from the community, professionals, staff, Council, Planning and Zoning Commission, the consultant, and residents. It also included observations and recommendations for priority strategies, actions and projects from Lawandales Planning Affiliates (the consultant) based upon years of experience in the field.

EVALUATION

An assessment was made of the prior recommendations to reflect on actions from 2009 to date:

1. Amend the land development codes and zoning map to promote mixed-use developments within the Blight Study Area(BSA).

THIS WAS DONE THROUGH THE OVERLAY DISTRICT AND OTHER COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE CHANGES.

2. Allow for expanded recreational, tourism, lodging, and special event opportunities.

THIS WAS PARTIALLY DONE.

3. Continue to focus/target efforts at creating a City Center, which is occurring with the conversion of the 'OLD SCHOOL' to a new City Hall/Boys and Girls Club, along with upgraded site features, public parking, drainage enhancements, decorative lighting, landscaping, and public art.

THIS WAS COMPLETED WITH THE BEAUTIFUL NEW CITY HALL AND CIVIC COMPLEX. THIS SITE PRESENTS MANY OPPORTUNITIES FOR GATHERING AND CIVIC SPACES.

4. Create community policing programs, with sub-stations in satellite areas, officers on horseback, bicycles, walking the beat, all paid for through tax increment financing.

THIS HAS BEEN PARTIALLY DONE IN THE HALL CARTER JAMES AREA, BUT NEEDS TO BE EXPANDED AND CREATIVELY BROUGHT TO OTHER AREAS OF THE CITY.

5. Apply for additional grants, such as Brownfield’s designation and obtain funding for site assemblage and redevelopment.

THERE WERE NO RESOURCES AVAILABLE TO DO THIS.

6. Identify and market incentives for development bonuses to capture market demands, eco-tourism opportunities, and aggregate parcels, particularly if eco-tourism, public access to the St. Sebastian River

Preserve State Park, equestrian features, historic preservation and natural landscapes are enhanced or included.

THE CITY IDENTIFIED AND CREATED INCENTIVES, BUT A TARGETED MARKETING EFFORT NEEDS TO BE ACTIVATED.

7. Amend the CR 512 Overlay district for clarity and consistent enforcement.

THIS WAS COMPLETED

8. Apply architectural and site design guidelines through adoption of a Pattern Book, to promote a style or quality of new construction that would maintain the desired theme and scale of development in the City.

THE CITY HAS DESIGN STANDARDS WITHIN THE CODE. HOWEVER, DESIGN STANDARDS AND A PATTERN BOOK CAN BE AN OUTGROWTH OF A MAIN STREET PROGRAM.

9. Create a system of strategic, planned improvements of publicly owned lands and rights-of-way to maximize their usefulness for the residents of the City and surrounding community, such as with trailheads, greenways, riding trails, special areas for hiking, cycling, horseback riding, and eco- tours; a pedestrian system for walking and bicycling to the City center and environs. These would be superb amenities and attractors to bring people to the area to support existing and new businesses. Using the lands that are off the tax rolls as people generators provides remuneration from the loss of tax revenue through sales taxes, fair-share contributions through leases, user fees, and/or rentals, such as canoe, kayaks, building leases, walking tours, historic tours, educational classes, etc.

THIS IS PARTIALLY DONE THROUGH THE TRANS-FLORIDA CENTRAL RAILROAD, THE FELLSMERE TRAILHEAD PRESERVE AT I-95, NEW PARKS,

AND OTHER AMENITIES OUTSIDE THE FCRA. NOW IS THE TIME TO CATAPULT THESE ECO-TOURISM AMENITIES INTO THE WORLD WITH A MAJOR MARKETING AND PROMOTIONAL CAMPAIGN. THERE ARE MYRIADS OF ENTREPRENEURSHIP OPPORTUNITIES THAT COULD RIPPLE FROM BRINGING AWARENESS TO THESE NATURAL RESOURCES.

10. Provide protections for historic structures and historic neighborhoods where there are opportunities for market forces to improve and upgrade existing structures or features.

THE CITY WORKS WITH EACH OWNER ON A CASE BY CASE BASIS.

11. Allow for smaller lots where neighborhoods can be preserved and rehabilitated.

THE CITY HAS INCORPORATED ALLOWANCES FOR THIS IN THE CODE. MORE CHANGES TO THE CODE CAN INCENTIVIZE QUALITY HOUSING THROUGHOUT THE COMMUNITY.

12. Provide resources for residential, commercial and industrial façade and infrastructure grants to upgrade existing buildings, retain existing business, or aid in business location.

FACADE GRANT PROGRAM WAS DEACTIVATED AFTER THE 2008 ECONOMIC CRASH AND HAS NOT BEEN REINSTATED DUE TO FUNDING CONSTRAINTS.

13. Amend the zoning maps to remove inconsistencies and conform to logical property boundaries and work with property owners to eliminate non-conforming uses.

THIS IS A WORK IN PROCESS.

14. Target and strengthen code enforcement efforts to handle initial clean-up of the areas.

THIS IS ONGOING.

Rochelle W. Lawandales, FAICP

15. Create a business development program to aid, expand or retain existing businesses and promote new business opportunities; consider a small business administration loan program to aid small business start-ups from the community; create incentives for business location and retention.

THIS CITY HAS EXPANDED ITS ECONOMIC DEVELOPMENT EFFORTS. AN ECONOMIC ELEMENT WAS ADDED TO THE COMPREHENSIVE PLAN. THE CITY IS PARTNERED WITH THE 'FACT' TO PROVIDE AN ECONOMIC RESOURCE CENTER IN THE HALL CARTER JAMES AREA.

16. Implement plans to improve Broadway through infrastructure and beautification improvements, including water/wastewater, drainage, parking, traffic lights, sidewalks, landscaping, new signage, approve industrial and heavy commercial opportunities for lands along CR 512, where compatible with nearby residential and general commercial uses (phasing out incompatible uses).

THE CITY HAS ADOPTED A BROADWAY MASTER PLAN AND WILL IMPLEMENT AS FUNDS ARE AVAILABLE.

17. Create a system of waivers for parking, setbacks, or other elements, where owners can do site and building improvements that can upgrade existing properties and retain business.

THE CITY HAS IDENTIFIED SEVERAL LOTS WHERE 'REGIONAL' PARKING CAN BE PROVIDED.

18. Promote private projects on development sites throughout the area: vacant lands; derelict properties; historic sites; and other by offering incentives for reducing impact fees, water/sewer connection charges, or other buy-downs using the TIF to supplement those costs.

THIS HAS NOT BEEN DONE, AND CANNOT BE DONE UNTIL THERE ARE ADEQUATE TIF RESOURCES TO FUND AND MAINTAIN SUCH INCENTIVES.

19. Identify a phased streetscape program for each of the north-south streets; when paving and drainage project are being planned- include sidewalks, on-street parking, piping the ditches, lighting, and landscaping as feasible.

THE CITY HAS AN ACTIVE STREET IMPROVEMENT PROGRAM AND ALLOCATES FUNDING FOR IT EACH YEAR IN ITS CAPITAL IMPROVEMENTS PROGRAM.

20. Continue plans to improve the gateways into the City to solidify and create Fellsmere’s image/theme as you enter the City.

THE CITY HAS IDENTIFIED GATEWAY SIGNAGE AS A NEED WHEN FUNDING IS AVAILABLE.

21. Identify new parking areas, access management controls for existing locations, and other transportation solutions, including an alternative truck route along Myrtle Street to eliminate truck traffic through downtown.

THE CITY HAS IDENTIFIED LOTS ON ORANGE STREET AND PINE STREET FOR NEW PARKING AREAS. THE CITY IS WORKING WITH THE INDIAN RIVER COUNTY METROPOLITAN PLANNING ORGANIZATION TO UPGRADE MYRTLE STREET AND PROVIDE ALTERNATIVE ROUTES FOR TRUCK TRAFFIC.

22. Create a series of special events to complement the existing Fellsmere Frog Leg Fellsmere and Fellsmere Day, such as closing Broadway for a Farmers Market once per month, Friday Fests, and other events as appropriate.

THE CITY IS WELL KNOWN FOR ITS FROG LEG FESTIVAL EVERY JANUARY. WITH THE AMOUNT OF NATURAL RESOURCES IN THE REGION, THERE ARE OPPORTUNITIES TO CREATE NEW EVENTS AND BRING PEOPLE TO THE CITY. BRINGING PEOPLE TO THE CITY IS THE GOAL. ONCE HERE, THEY WILL SPAWN ECONOMIC OPTIONS AND DEVELOPMENT BENEFITTING ALL.

Rochelle W. Lawandales, FAICP

MOVING FORWARD

By continuing to implement the CRA Plan, extending its sunset dates, and focusing on the following top priorities as discussed in Section 4, the CRA will successfully accomplish its mission. To reiterate, the following are the suggested priorities:

PRIORITY #1: The Village Center

- Evaluate creating a Main Street program. This will aid in overall management and implementation of the CRA program; create an organizational system focused on collaborations and coalitions to not only aid the businesses on Broadway, but also throughout the Village Center; help with economic development activities; and derive and implement marketing, events and promotions for the CRA.

PRIORITY #2: Eco-Tourism/History/Business Development

- Focus efforts on promoting the Historical/environmental/ outdoor/eco-tourism resources in the region which includes identifying another special event to attract people to the City: fishing tournament; farmer's market day for all local farmer/bakers/crafters to bring and trade their wares; horse day in the City and trail rides; or bike and foot races. The ideas are limitless.
- Cultivate and grow locally owned and other entrepreneurial businesses related to eco-tourism resources by starting a resource center that would help the local businesses or start-ups identify the resources and how to access them. The Center would also showcase where the historic and tourism areas are located by creating educational tools such as kiosks or visual aids to show their significance. The Center would be an incubator, offering office or business spaces and assistance growing small businesses and

provide an area for some to offer 'concessions' as simple as fishing licenses, hiking gear, kayaks, bicycles, snacks, drinks, etc. This center could house the Main Street or CRA staff whose functions would be to implement these priorities.

PRIORITY # 3: Capital Improvements to Broadway

- Make improvements to Broadway Street per the master plan on a limited basis to start, perhaps with simple landscaping, wayfinding/gateway signage, and lighting in key locations. Once more people and businesses are forming, proceed with other aspects of the master plan, for example, parking lots, hardscape, streetscape, and other elements can be constructed when more funding is available.

PRIORITY #4: Hall Carter James

- Provide assistance to the Hall Carter James community by:
 1. Engaging the community in creating a Neighborhood Strategic Plan which becomes a road map for the community's desired needs and changes.
 2. Work with FACT and others to complete the community center as a resource for a variety of needs and services to the residents.
 3. Program continual maintenance and improvements of public properties, including parks, stormwater areas, streets, etc.

PRIORITY #5: Gateway and beyond

- Create the City and Gateway identity for signage and promote the eco-tourism resources at the interchange, which ties into Priorities #1 and #2.

However, all these activities take time, dedicated personnel, funding, patience and steady course. Events and people equate to additional dollars into the TIF, along with increased property values from beautification and

maintenance programs. ***Bringing new people into the City and providing assistance to existing residents for local business start-ups and entrepreneurship must happen first.*** Once there are resources, the capital projects can be programmed.

CONCLUSION

This evaluation and minor update to the 2009 Plan provides an assessment of prior CRA actions and poses new priorities that the Council and CRA can use to increase the numbers of people and dollars coming to the City. It is intended to focus attention on the local population, local culture, local resources and use those inherent strengths to build on for the success of this program from the Gateway, to Hall Carter James, to the Village Center. When people come, the needs and demands for new business such as banks, hotels, restaurants, grocers, and others will find the City a desirable place for investment bringing economic development.

A rising tide lifts all boats, and when the heart of the community, the Village Center, is healthy, the rest of the community will be too. A renewed, focused effort will be a successful receipt for redevelopment and economic development.

Respectfully submitted,

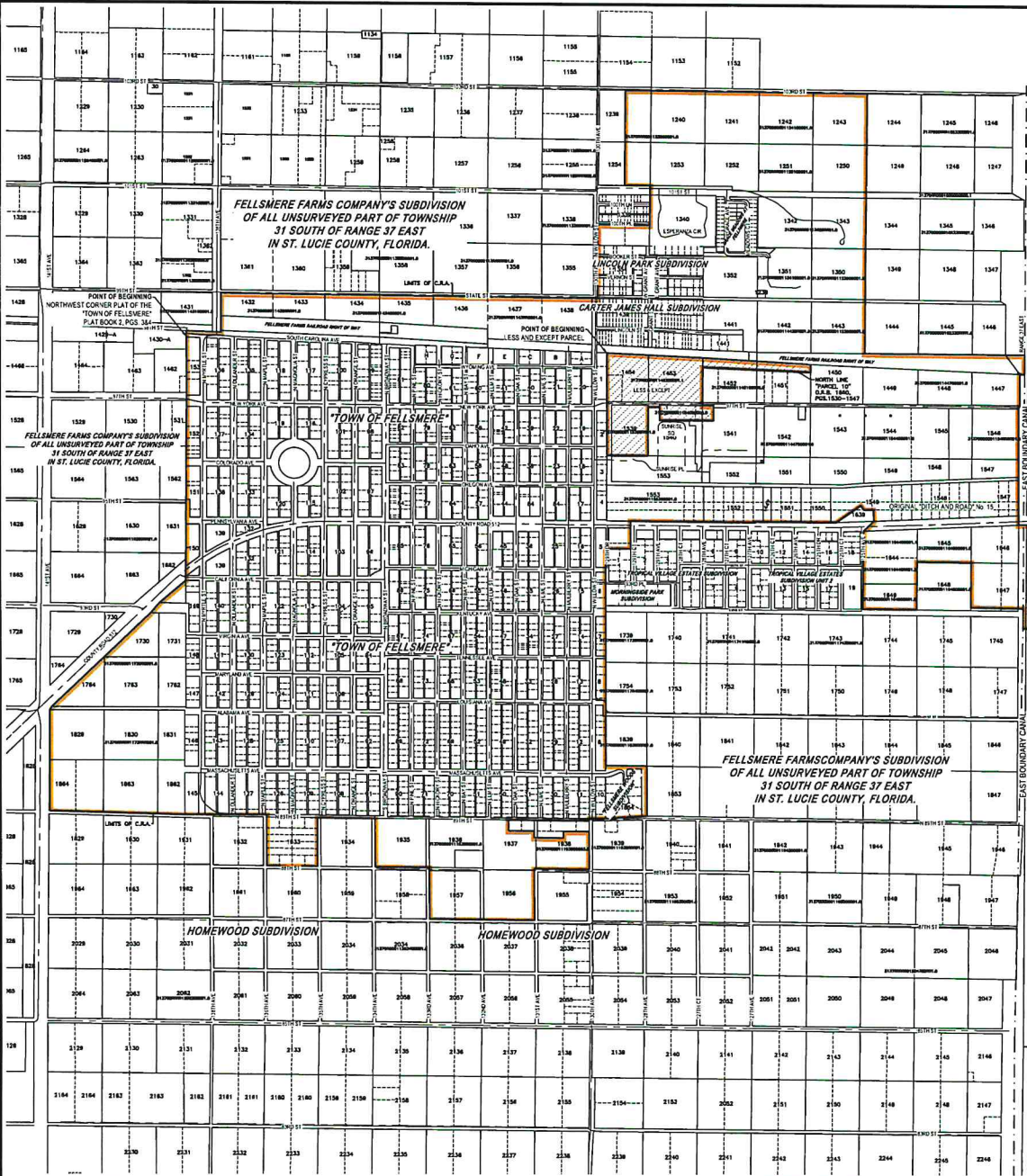
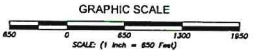


Rochelle W. Lawandales, FAICP

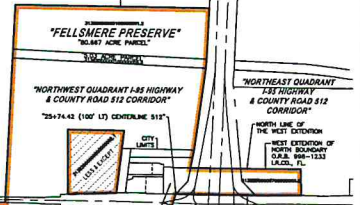
Appendix:

1. 2009 CRA Expansion legal description and sketch

COMMUNITY REDEVELOPMENT AREA OF THE CITY OF FELLSMERE



'DITCH AND ROAD' No. 11
'DITCH AND ROAD' No. 12
'DITCH AND ROAD' No. 13
'DITCH AND ROAD' No. 14
'DITCH AND ROAD' No. 15
'DITCH AND ROAD' No. 16
'DITCH AND ROAD' No. 17
'DITCH AND ROAD' No. 18
'DITCH AND ROAD' No. 19



- LEGEND**
- C.R.A. - COMMUNITY REDEVELOPMENT AREA
 - LIMITS OF COMMUNITY REDEVELOPMENT AREA
 - AREAS NOT INCLUDED IN COMMUNITY REDEVELOPMENT AREA OR CITY LIMITS
 - P.O.B. - POINT OF BEGINNING
 - R.O.W. - RIGHT OF WAY
 - O.R.B. - OFFICIAL RECORDS BOOK
 - PG. - PAGE
 - I.R.CO., FL. - INDIAN RIVER COUNTY FLORIDA

SKETCH OF INFORMATION SHOWING
THE COMMUNITY REDEVELOPMENT AREA OF
THE CITY OF FELLSMERE, FLORIDA.

DATED APRIL 24, 2023

C&A Survey Florida
CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET, VERO BEACH, FL 32960
TEL: (772) 562-4191 FAX: (772) 562-7180

Exhibit "A"

REVISED APRIL 26, 2023

LEGAL DESCRIPTION FOR
CITY OF FELLSMERE
PROPOSED COMMUNITY REDEVELOPMENT AREA BOUNDARY

BEGINNING AT THE NORTHWEST CORNER OF THE PLAT OF THE "TOWN OF FELLSMERE" ACCORDING TO THE PLAT THEREOF FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, AND RECORDED IN PLAT BOOK 2 ON PAGES 3 AND 4 OF THE PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA, (NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA) SAID POINT OF BEGINNING BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SOUTH CAROLINA AVENUE AND THE NORTHERLY EXTENSION OF THE WEST BOUNDARY LINE OF BLOCK 153 OF SAID PLAT OF THE "TOWN OF FELLSMERE";

THENCE, RUN EASTERLY ALONG THE NORTH BOUNDARY LINE OF THE PLAT OF THE "TOWN OF FELLSMERE" TO ITS INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY LINE OF TRACT 1432, AS SHOWN ON THE "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED PART OF TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN THE ST. LUCIE COUNTY, (NOW INDIAN RIVER COUNTY) STATE OF FLORIDA" AS RECORDED IN PLAT BOOK 2, PAGES 1 AND 2, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA (NOW INDIAN RIVER COUNTY, FLORIDA);

THENCE, RUN NORTHERLY ON THE SOUTHERLY PROJECTION AND ALONG THE WEST BOUNDARY LINE OF, AND TO THE NORTHWEST CORNER OF SAID TRACT 1432;

THENCE, RUN EASTERLY ALONG THE NORTH BOUNDARY LINE OF TRACTS 1432, 1433, 1434, 1435, 1436, 1437, 1438 AND TRANSECTING "130TH AVENUE" / NORTH WILLOW STREET TO THE NORTHWEST CORNER OF TRACT 1439 ALL AS SHOWN ON SAID PLAT OF THE "FELLSMERE FARMS COMPANY'S SUBDIVISION";

THENCE, RUN NORTHERLY ON THE SOUTHERLY PROJECTION OF TRACT 1354, TRANSECTING "DITCH AND ROAD" NO. 13 (40' WIDE RIGHT OF WAY) AND ALONG THE WEST BOUNDARY LINE OF SAID TRACT 1354 AND THE SOUTH 1/2 OF TRACT 1339, TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID TRACT 1339, AS SHOWN ON SAID PLAT OF "FELLSMERE FARMS COMPANY'S SUBDIVISION";

THENCE, RUN EASTERLY ALONG THE NORTH BOUNDARY LINE OF SAID SOUTH 1/2 OF TRACT 1339 TO THE WEST BOUNDARY LINE OF TRACT 1340 AS SHOWN ON SAID PLAT OF "FELLSMERE FARMS COMPANY'S SUBDIVISION";

THENCE, RUN NORTHERLY ON THE WEST BOUNDARY LINE OF SAID TRACT 1340 AND THE NORTHERLY PROJECTION, TRANSECTING 101ST STREET / "DITCH AND ROAD" NO.12 (60' WIDE RIGHT OF WAY), TO THE SOUTHEAST CORNER OF TRACT 1254 AS SHOWN ON SAID PLAT OF "FELLSMERE FARMS COMPANY'S SUBDIVISION";

THENCE, RUN WESTERLY ON THE SOUTH BOUNDARY LINE OF SAID TRACT 1254, AND NORTH RIGHT-OF-WAY LINE OF 101ST STREET / "DITCH AND ROAD" NO. 12, AS SHOWN ON PLAT OF "FELLSMERE FARMS COMPANY'S SUBDIVISION", TO THE INTERSECTION WITH THE WEST BOUNDARY LINE OF THE EAST 1/2 OF SAID TRACT 1254;

THENCE, RUN NORTHERLY ON SAID WEST BOUNDARY LINE OF EAST 1/2 OF TRACT 1254 AND THE EAST 1/2 OF TRACT 1239 TO THE NORTHWEST CORNER OF SAID EAST 1/2 OF TRACT 1239 AND SOUTH RIGHT-OF-WAY LINE OF 103RD STREET / "DITCH AND ROAD" NO. 11 (40' WIDE RIGHT OF WAY) AS SHOWN ON SAID PLAT OF "FELLSMERE FARMS COMPANY'S SUBDIVISION";

THENCE, RUN EASTERLY ON SAID SOUTH RIGHT-OF-WAY LINE OF 103RD STREET / "DITCH AND ROAD" NO. 11 AND NORTH BOUNDARY LINE OF THE EAST ½ OF TRACT 1239, TRACTS 1240, 1241, 1242 AND 1243, TO THE NORTHEAST CORNER OF SAID TRACT 1243 ALL AS SHOWN ON SAID PLAT OF "FELLSMERE FARMS COMPANY'S SUBDIVISION";

THENCE, RUN SOUTHERLY ON THE EAST BOUNDARY LINE OF TRACTS 1243, 1250, 1343, 1350 AND 1443, AND TRANSECTING SAID 101ST STREET / "DITCH AND ROAD" NO. 12 AND "DITCH AND ROAD" NO. 13, TO THE SOUTHEAST CORNER OF SAID TRACT 1443 AND NORTH RIGHT-OF-WAY LINE OF THE "FELLSMERE FARMS RAILROAD" ALL AS SHOWN ON SAID PLAT OF "FELLSMERE FARMS COMPANY'S SUBDIVISION";

THENCE, RUN EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF THE "FELLSMERE FARMS RAILROAD" AND SOUTH LINE OF

TRACTS 1444, 1445 AND 1446 TO THE EAST BOUNDARY LINE OF SAID PLAT OF "FELLSMERE FARMS COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGES 1 AND 2, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA (NOW INDIAN RIVER COUNTY, FLORIDA) AND COMMON RANGE LINE OF RANGE 37 AND 38 EAST;

THENCE, RUN SOUTHERLY ALONG SAID EAST BOUNDARY LINE OF THE PLAT OF "FELLSMERE FARMS COMPANY SUBDIVISION" AND SAID COMMON RANGE LINE, TO THE SOUTH RIGHT OF WAY LINE OF SAID "FELLSMERE FARMS RAILROAD" AND NORTHEAST CORNER OF TRACT 1447 AS SHOWN ON SAID PLAT OF "FELLSMERE FARMS COMPANY'S SUBDIVISION";

THENCE, RUN WESTERLY ALONG THE NORTH BOUNDARY LINE OF SAID TRACT 1447 AND SAID SOUTH RIGHT OF WAY LINE OF THE "FELLSMERE FARMS RAILROAD", TO THE WEST RIGHT-OF-WAY LINE OF THE "EAST BOUNDARY CANAL" OF THE FELLSMERE WATER CONTROL DISTRICT, SAID WEST RIGHT-OF-WAY LINE BEING 600 FEET EAST OF, NORMAL TO, AND PARALLEL WITH THE WEST BOUNDARY LINE OF SAID TRACT 1447 OF SAID PLAT OF "FELLSMERE FARMS COMPANY'S SUBDIVISION";

THENCE, RUN SOUTHERLY ALONG SAID WEST BOUNDARY LINE OF THE "EAST BOUNDARY CANAL" AND THE SOUTHERLY PROJECTION THROUGH TRACTS 1447, 1546, 1547, 1646 AND TRANSECTING 97TH STREET / "DITCH AND ROAD" NO.14, "DITCH AND ROAD" NO.15, COUNTY ROAD 512 RIGHT OF WAY, TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 512, AS IT NOW EXISTS;

THENCE, RUN EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 512 TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY LINE OF THAT CERTAIN PROPERTY OWNED BY THE "CITY OF FELLSMERE", FLORIDA, LYING IN PART OF SECTION 20, TOWNSHIP 31 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY, FLORIDA, SITUATED IN THE NORTHWEST QUADRANT OF THE INTERSECTION OF INTERSTATE HIGHWAY 95 AND COUNTY ROAD 512 CORRIDOR, IDENTIFIED BY THE INDIAN RIVER COUNTY, FLORIDA PROPERTY APPRAISER'S TAX ROLL, PARCEL NO. 31382000000100000001.2 (AS RECORDED IN OFFICIAL RECORDS BOOK 2326, PAGE 1256, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA), ALSO KNOWN AS THE "FELLSMERE PRESERVE" "80.667 ACRE PARCEL";

THENCE, RUN NORTHERLY ALONG SAID SOUTHERLY EXTENSION OF THE WEST BOUNDARY LINE OF THAT CERTAIN PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 2326, PAGE 1256 AND THAT CERTAIN PROPERTY IDENTIFIED BY INDIAN RIVER COUNTY, FLORIDA PROPERTY APPRAISER'S TAX ROLL PARCEL NO. 31382000000100000005.0 (AS RECORDED IN OFFICIAL RECORDS BOOK 1848, PAGE 148, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA), ALSO KNOWN AS THE "FELLSMERE PRESERVE" "5.03 ACRE PARCEL", TRANSECTING COUNTY ROAD 512 STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY MAINTENANCE MAP, STATE ROAD NO. 512, SECTION 88081-2512, INDIAN RIVER COUNTY, TO THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 512 AND SOUTHWEST CORNER OF SAID CERTAIN PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 2326, PAGE 1256;

THENCE, CONTINUE NORTHERLY ALONG AFORESAID WEST BOUNDARY LINE OF THAT CERTAIN PROPERTY OWNED BY THE "CITY OF FELLSMERE", FLORIDA, HAVING A BEARING OF NORTH 02 DEGREES 58 MINUTES 49 SECONDS EAST A DISTANCE OF 2192.26 FEET TO THE NORTHWEST CORNER OF SAID CERTAIN PROPERTY;

THENCE, RUN SOUTH 89 DEGREES 18 MINUTES 23 SECONDS EAST A DISTANCE OF 2,192.63 FEET ALONG SAID NORTH BOUNDARY LINE OF SAID CERTAIN PROPERTY TO THE INTERSECTION WITH THE WEST LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95, STATE OF FLORIDA, STATE ROAD DEPARTMENT, RIGHT-OF-WAY MAP, STATE ROAD NO. 9, SECTION 88081-2403 INDIAN RIVER COUNTY;

THENCE, RUN SOUTHERLY ALONG SAID WEST LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 95 TO THE POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH BOUNDARY LINE OF THAT CERTAIN PROPERTY IDENTIFIED BY THE INDIAN RIVER COUNTY, FLORIDA PROPERTY APPRAISER'S TAX ROLL PARCEL NO. 31382000000700000003.0, LYING AND BEING IN THE NORTHEAST QUADRANT OF THE INTERSECTION OF I-95 AND COUNTY ROAD 512 CORRIDOR (AS RECORDED IN OFFICIAL RECORDS BOOK 998, PAGE 1233, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA);

THENCE, RUN EASTERLY ALONG SAID WESTERLY EXTENSION, TRANSECTING THE AFORESAID INTERSTATE HIGHWAY 95, STATE ROAD NO. 9, RIGHT OF WAY TO THE NORTHWEST

CORNER OF SAID CERTAIN PROPERTY (AS RECORDED IN OFFICIAL RECORDS BOOK 998, PAGE 1233, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA) AND EAST LIMITED ACCESS RIGHT OF WAY LINE OF SAID INTERSTATE HIGHWAY 95;

THENCE, CONTINUE EASTERLY ALONG SAID WESTERLY EXTENSION OF THE NORTH BOUNDARY LINE INTO AFORESAID NORTHEAST QUADRANT OF THE INTERSTATE HIGHWAY 95 AND COUNTY ROAD 512 CORRIDOR, SOUTH 89 DEGREES 15 MINUTES 23 SECONDS EAST A DISTANCE OF 684.43 FEET TO THE NORTHEAST CORNER OF SAID CERTAIN PROPERTY;

THENCE, RUN SOUTH 00 DEGREES 44 MINUTES 37 SECONDS WEST ALONG THE EAST BOUNDARY LINE OF SAID CERTAIN PROPERTY A DISTANCE OF 300.00 FEET TO THE AFORESAID NORTH RIGHT OF WAY LINE OF COUNTY ROAD 512 STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAINTENANCE MAP, STATE ROAD NO. 512 SECTION 88081-2512, INDIAN RIVER COUNTY;

THENCE, RUN NORTH 89 DEGREES 15 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE OF COUNTY ROAD 512, A DISTANCE OF 526.33 FEET TO THE INTERSECTION WITH THE AFORESAID EAST LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 95;

THENCE, CONTINUE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF COUNTY ROAD 512, TRANSECTING SAID INTERSTATE HIGHWAY 95, STATE ROAD NO. 9 RIGHT OF WAY TO THE AFORESAID WEST LIMITED ACCESS RIGHT OF WAY LINE OF

INTERSTATE HIGHWAY 95, SAID POINT OF INTERSECTION INDICATED AS "25+74.42 (100'LT.) CENTERLINE 512" OF THE INTERSTATE HIGHWAY 95 RIGHT OF WAY MAP;

THENCE, RUN SOUTHERLY TRANSECTING SAID COUNTY ROAD 512 TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 512, INDICATED ON SAID RIGHT-OF-WAY MAP OF INTERSTATE 95 HIGHWAY BY RIGHT-OF-WAY STATION "25+46.31 (100' RT) CENTERLINE 512";

THENCE, CONTINUE SOUTHERLY ALONG SAID WEST LIMITED ACCESS RIGHT-OF-WAY LINE TO THE INTERSECTION WITH THE SOUTH LINE OF AFORESAID SECTION 20, TOWNSHIP 31 SOUTH, RANGE 38 EAST;

THENCE, RUN WESTERLY ON SAID SOUTH LINE OF SECTION 20 AND THE SOUTH LINE OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY, FLORIDA TO THE SOUTHWEST CORNER OF SAID SECTION 19 AND AFORESAID COMMON RANGE LINE BETWEEN RANGES 37 AND 38 EAST;

THENCE, RUN NORTHERLY ALONG SAID COMMON RANGE LINE, TO A POINT 35 FEET NORTH OF THE SOUTHEAST CORNER OF TRACT 1647 OF SAID PLAT OF "FELLSMERE FARMS COMPANY'S SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGES 1 AND 2, ST. LUCIE COUNTY, FLORIDA (NOW INDIAN RIVER COUNTY, FLORIDA);

THENCE, RUN WESTERLY ALONG SAID LINE BEING 35 FEET NORTH OF, AND PARALLEL WITH THE SOUTH BOUNDARY LINE OF TRACT 1647, AND NORTHERLY ALONG THE WEST BOUNDARY LINE OF

SAID TRACT 1647, TO THE SOUTHEAST CORNER OF TRACT 1645;

THENCE, RUN WESTERLY ALONG THE SOUTH BOUNDARY LINE OF SAID TRACT 1645, TO THE SOUTHWEST CORNER OF SAID TRACT 1645, SAME BEING THE NORTHEAST CORNER OF TRACT 1649 AS SHOWN ON SAID PLAT OF "FELLSMERE FARMS COMPANY'S SUBDIVISION";

THENCE, RUN SOUTHERLY ALONG THE EAST BOUNDARY LINE OF SAID TRACT 1649 TO A POINT 35 FEET NORTH OF THE SOUTHEAST CORNER OF SAID TRACT 1649;

THENCE, RUN WESTERLY ON SAID LINE BEING 35 FEET NORTH OF, AND PARALLEL WITH THE SOUTH BOUNDARY LINE OF SAID TRACT 1649, TO THE WEST BOUNDARY LINE OF SAID TRACT 1649;

THENCE, RUN NORTHERLY ALONG THE WEST BOUNDARY LINE OF SAID TRACT 1649 AND TRACT 1644 TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 512 AS SHOWN ON WAYSIDE PARK, STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 88040-2508, INDIAN RIVER COUNTY;

THENCE, RUN NORTHEASTERLY ACROSS SAID COUNTY ROAD 512 TO THE SOUTHEAST CORNER OF THE INDIAN RIVER COUNTY-FELLSMERE TRANSFER STATION ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 512 (SAID SOUTHEAST CORNER OF TRANSFER STATION LYING SOUTH 87 DEGREES 00 MINUTES 39 SECONDS WEST, A DISTANCE OF 1,926.56 FEET, ALONG SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD

512 FROM THE EAST BOUNDARY OF TOWNSHIP 31 SOUTH,
RANGE 37 EAST;

THENCE, RUN AROUND THE NORTHERN LIMITS OF THE INDIAN RIVER
COUNTY-FELLSMERE TRANSFER STATION THROUGH THE
FOLLOWING FOUR COURSES: NORTH 02 DEGREES 59 MINUTES
21 SECONDS WEST, A DISTANCE OF 139.69 FEET; SOUTH 89
DEGREES 58 MINUTES 05 SECONDS WEST, A DISTANCE OF
120.66 FEET; NORTH 34 DEGREES 31 MINUTES 07 SECONDS
WEST, A DISTANCE OF 63.23 FEET; SOUTH 55 DEGREES 28
MINUTES 53 SECONDS WEST, A DISTANCE OF 307.73 FEET TO A
POINT ON SAID NORTH RIGHT-OF-WAY LINE OF COUNTY
ROAD 512;

THENCE, RUN WESTERLY ON SAID NORTH RIGHT-OF-WAY LINE OF
COUNTY ROAD 512 TO A POINT OF INTERSECTION WITH THE
NORTHERLY EXTENSION OF THE EAST LINE OF BLOCK 1 OF
“TROPICAL VILLAGE ESTATES SUBDIVISION-UNIT 1”, AS
RECORDED IN PLAT BOOK 4, PAGE 94 ½, PUBLIC RECORDS OF
INDIAN RIVER COUNTY, FLORIDA;

THENCE, RUN SOUTHERLY ALONG THE NORTHERLY PROJECTION AND
ALONG THE EAST BOUNDARY LINE OF LOT 2, BLOCK 1 OF
SAID “TROPICAL VILLAGE ESTATES SUBDIVISION-UNIT 1”, TO
THE SOUTHEAST CORNER OF SAID LOT 2;

THENCE, RUN WESTERLY ALONG THE SOUTH BOUNDARY LINE OF SAID
LOT 2, AND SOUTH BOUNDARY LINE OF LOT 1, BLOCK 1,
“TROPICAL VILLAGE ESTATES SUBDIVISION-UNIT 1” AND THE
WESTWARD PROJECTION THEREOF TO THE EAST BOUNDARY
LINE OF THE AFORESAID PLAT OF THE “TOWN OF FELLSMERE”

AS RECORDED IN PLAT BOOK 2, PAGES 3 AND 4, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA (NOW INDIAN RIVER COUNTY, FLORIDA);

THENCE, RUN SOUTHERLY ALONG THE EAST BOUNDARY LINE OF SAID PLAT OF THE "TOWN OF FELLSMERE", TO THE NORTHWEST CORNER OF TRACT 1854 AS SHOWN ON AFORESAID PLAT OF "FELLSMERE FARMS COMPANY'S SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGES 1 AND 2, ST. LUCIE COUNTY, FLORIDA (NOW INDIAN RIVER COUNTY, FLORIDA), ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF "FELLSMERE WOODS SUBDIVISION" AS RECORDED IN PLAT BOOK 13, PAGES 66-66A OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA;

THENCE, RUN EASTERLY ALONG THE NORTH BOUNDARY LINE OF SAID PLAT OF "FELLSMERE WOODS SUBDIVISION" AND EASTERLY PROJECTION THEREOF TO THE NORTHEAST CORNER OF SAID TRACT 1854 AND EAST LINE OF "FELLSMERE WATER CONTROL DISTRICT - 60' RIGHT-OF-WAY", AS SHOWN ON SAID PLAT OF "FELLSMERE WOODS SUBDIVISION";

THENCE, RUN SOUTHERLY ALONG SAID EAST LINE OF "FELLSMERE WATER CONTROL DISTRICT - 60 FOOT RIGHT-OF-WAY" AND EAST BOUNDARY LINE OF SAID TRACT 1854, TO THE SOUTHEAST CORNER OF SAID TRACT 1854;

THENCE, RUN WESTERLY ALONG THE SOUTH LINE OF SAID TRACT 1854, ALSO BEING THE SOUTH BOUNDARY LINE OF SAID PLAT OF "FELLSMERE WOODS SUBDIVISION" AND NORTH RIGHT OF WAY LINE OF NORTH 89TH STREET / DITCH AND ROAD NO.18

(40' WIDE RIGHT OF WAY), TO THE SOUTHWEST CORNER OF SAID PLAT OF "FELLSMERE WOODS SUBDIVISION" AND INTERSECTION WITH THE EAST BOUNDARY LINE OF AFORESAID PLAT AND SOUTHEAST CORNER OF "BLOCK 10" OF THE "TOWN OF FELLSMERE" AS RECORDED IN PLAT BOOK 2, PAGES 3 AND 4, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA (NOW INDIAN RIVER COUNTY, FLORIDA);

THENCE, RUN WESTERLY ALONG THE SOUTH BOUNDARY LINE OF SAID "BLOCK 10" AND WESTERLY PROJECTION THEREOF, TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST BOUNDARY LINE OF TRACT 1938 OF THE PLAT OF "HOMWOOD" SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 15, ST. LUCIE COUNTY, FLORIDA (NOW INDIAN RIVER COUNTY, FLORIDA);

THENCE, RUN SOUTHERLY ALONG SAID NORTHERLY EXTENSION OF THE EAST BOUNDARY LINE OF TRACT 1938, TRANSECTING "NORTH 89TH STREET" / "DITCH AND ROAD" NO.18 RIGHT-OF-WAY TO THE NORTHEAST CORNER OF LOT 1 OF SAID TRACT 1938;

THENCE, RUN WESTERLY ALONG THE NORTH LINE OF SAID TRACT 1938 AND WESTERLY PROJECTION, TO THE NORTHWEST CORNER OF LOT 2, TRACT 1937 OF SAID "HOMWOOD" SUBDIVISION, SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF SAID "NORTH 89TH STREET" / "DITCH AND ROAD" NO.18;

THENCE, RUN SOUTHERLY ALONG THE WEST LINE OF SAID LOT 2 OF TRACT 1937, TO THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE, RUN EASTERLY ALONG THE SOUTH LINE OF SAID LOTS 2 AND 1 OF TRACT 1937, TO THE SOUTHEAST CORNER OF SAID LOT 1, ALSO BEING THE NORTHEAST CORNER OF LOT 3 OF SAID TRACT 1937;

THENCE, RUN SOUTHERLY ALONG THE EAST LINE OF SAID LOT 3 OF TRACT 1937, TO THE SOUTHEAST CORNER OF SAID LOT 3 OF TRACT 1937 OF SAID PLAT OF "HOMEWOOD" SUBDIVISION;

THENCE, RUN EASTERLY ALONG THE EASTERLY PROJECTION OF THE SOUTH LINE OF SAID LOT 3, TRANSECTING THAT CERTAIN "40' ROAD" AND EASTERLY ALONG THE SOUTH LINE OF LOT 14 OF TRACT 1938, TO THE SOUTHEAST CORNER OF LOT 14 OF SAID TRACT 1938 ALL AS SHOWN ON SAID PLAT OF "HOMEWOOD SUBDIVISION";

THENCE, RUN NORTHERLY ALONG THE EAST LINE OF SAID LOT 14 OF TRACT 1938, TO THE NORTHEAST CORNER OF SAID LOT 14, ALSO BEING THE NORTHWEST CORNER OF LOT 3 OF SAID TRACT 1938;

THENCE, RUN EASTERLY ALONG THE NORTH LINE OF SAID LOT 3 OF TRACT 1938, TO THE NORTHEAST CORNER OF SAID LOT 3, ALSO BEING THE SOUTHEAST CORNER OF AFORESAID LOT 1, TRACT 1938 OF "HOMEWOOD" SUBDIVISION AND INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF 130TH AVENUE / "SOUTH WILLOW STREET" (40 FOOT WIDE RIGHT-OF-WAY), "40' ROAD" AS SHOWN ON SAID PLAT OF "HOMEWOOD SUBDIVISION";

THENCE, RUN SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE OF 130TH AVENUE / "SOUTH WILLOW STREET" AND EAST BOUNDARY LINE OF SAID TRACT 1938, TO THE SOUTHEAST CORNER OF SAID TRACT 1938;

THENCE, RUN WESTERLY ALONG THE SOUTH BOUNDARY LINE OF SAID TRACT 1938 AND THE WESTERLY PROJECTION THEREOF, TRANSECTING THE "40' ROAD", TO THE SOUTHEAST CORNER OF AFORESAID TRACT 1937 ALL AS SHOWN ON SAID PLAT OF "HOMWOOD" SUBDIVISION;

THENCE, RUN SOUTHERLY ALONG THE NORTHERLY EXTENSION OF THE EAST BOUNDARY LINE OF TRACT 1956, TRANSECTING 88TH STREET / "40' ROAD" OF SAID PLAT OF "HOMWOOD" SUBDIVISION TO THE SOUTHEAST CORNER OF SAID TRACT 1956;

THENCE, RUN WESTERLY ALONG THE SOUTH BOUNDARY LINE OF TRACTS 1956 AND 1957, AND TRANSECTING THE "40' ROAD" ALL AS SHOWN ON SAID PLAT OF "HOMWOOD" SUBDIVISION, TO THE SOUTHWEST CORNER OF SAID TRACT 1957;

THENCE, RUN NORTHERLY ALONG THE WEST BOUNDARY LINE OF SAID TRACT 1957 AND THE NORTHERLY PROJECTION, TRANSECTING SAID 88TH STREET / "40' ROAD", TO THE SOUTHWEST CORNER OF TRACT 1936 OF SAID PLAT OF "HOMWOOD" SUBDIVISION;

THENCE, RUN WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH BOUNDARY LINE OF TRACT 1935, TRANSECTING THE "40'

ROAD” OF SAID PLAT OF “HOMEWOOD” SUBDIVISION, TO THE SOUTHWEST CORNER OF SAID TRACT 1935;

THENCE, RUN NORTHERLY ALONG THE WEST BOUNDARY LINE OF SAID TRACT 1935, AND EAST RIGHT OF WAY LINE OF “SOUTH BROADWAY STREET / “40’ ROAD”, TO THE NORTHWEST CORNER OF SAID TRACT 1935 AND THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF “NORTH 89TH STREET” / “DITCH AND ROAD” NO.18;

THENCE, RUN WEST ALONG THE EASTERLY EXTENSION OF THE NORTH BOUNDARY LINE OF TRACT 1934 AND THE WESTERLY PROJECTION THEREOF ALONG SAID SOUTH RIGHT-OF-WAY LINE OF “NORTH 89TH STREET” / “DITCH AND ROAD” NO.18, TO THE NORTHEAST CORNER OF TRACT 1933 OF SAID PLAT OF “HOMEWOOD” SUBDIVISION;

THENCE, RUN SOUTHERLY ALONG SAID EAST BOUNDARY LINE OF TRACT 1933 TO THE SOUTHEAST CORNER OF SAID TRACT 1933;

THENCE, RUN WESTERLY ALONG THE SOUTH BOUNDARY LINE OF SAID TRACT 1933 TO THE SOUTHWEST CORNER OF SAID TRACT 1933;

THENCE, RUN NORTHERLY ALONG THE WEST BOUNDARY LINE OF SAID TRACT 1933 AND THE NORTHERLY PROJECTION THEREOF, TRANSECTING “NORTH 89TH STREET” / DITCH AND ROAD NO.18”, TO THE AFORESAID NORTH RIGHT-OF-WAY LINE OF “NORTH 89TH STREET” / “DITCH AND ROAD” NO.18 AS SHOWN ON THE PLAT OF “FELLSMERE FARMS COMPANY’S SUBDIVISION”, RECORDED IN PLAT BOOK 2, PAGES 1 AND 2,

ST. LUCIE COUNTY, FLORIDA (NOW INDIAN RIVER COUNTY, FLORIDA) AND THE SOUTH BOUNDARY LINE OF BLOCK 126 OF THE PLAT OF THE "TOWN OF FELLSMERE" AS RECORDED IN PLAT BOOK 2, PAGES 3 AND 4, ST. LUCIE COUNTY, FLORIDA (NOW INDIAN RIVER COUNTY, FLORIDA);

THENCE, RUN WESTERLY ALONG THE SOUTH BOUNDARY LINE OF BLOCK 126, 127, 144 AND 145, TRANSECTING "SOUTH MAPLE STREET", SOUTH OLEANDER STREET" AND "MYRTLE STREET" / 138TH AVENUE" RIGHTS OF WAYS, TO THE SOUTHWEST CORNER OF SAID BLOCK 145 AND THE WEST BOUNDARY LINE OF SAID PLAT OF THE "TOWN OF FELLSMERE", SAID SOUTHWEST CORNER OF BLOCK 145 ALSO BEING THE SOUTHEAST CORNER OF TRACT 1862 AND AFORESAID EAST BOUNDARY LINE OF THE PLAT OF "FELLSMERE FARMS COMPANY'S SUBDIVISION", RECORDED IN PLAT BOOK 2, PAGES 1 AND 2, ST. LUCIE COUNTY, FLORIDA (NOW INDIAN RIVER COUNTY, FLORIDA);

THENCE, RUN WESTERLY ALONG THE SOUTH BOUNDARY LINE OF TRACTS 1862, 1863, AND 1864, TO THE SOUTHWEST CORNER OF SAID TRACT 1864, AS SHOWN ON SAID PLAT OF "FELLSMERE FARMS COMPANY'S SUBDIVISION", AND EAST RIGHT-OF-WAY LINE OF THE "PARK LATERAL CANAL" OF THE FELLSMERE WATER CONTROL DISTRICT;

THENCE, RUN NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF THE "PARK LATERAL CANAL" AND WEST BOUNDARY LINE OF SAID TRACT 1864 AND THE WEST BOUNDARY LINE OF TRACT 1829, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 512 AS SHOWN ON STATE OF FLORIDA, STATE ROAD

DEPARTMENT RIGHT-OF-WAY MAP, SECTION 8802-101, INDIAN RIVER COUNTY;

THENCE, RUN NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 512, TRANSECTING “DITCH AND ROAD” NO.17 AND “DITCH AND ROAD” NO.16, TO THE INTERSECTION WITH THE AFORESAID EAST BOUNDARY LINE OF THE PLAT OF “FELLSMERE FARMS COMPANY’S SUBDIVISION” AS RECORDED IN PLAT BOOK 2, PAGES 1 AND 2, ST. LUCIE COUNTY, FLORIDA (NOW INDIAN RIVER COUNTY, FLORIDA) ALSO BEING THE WEST BOUNDARY LINE OF AFORESAID PLAT OF THE “TOWN OF FELLSMERE” AS RECORDED IN PLAT BOOK 2, PAGES 3 AND 4, ST. LUCIE COUNTY, FLORIDA (NOW INDIAN RIVER COUNTY, FLORIDA);

THENCE, RUN NORTHERLY ALONG SAID WEST BOUNDARY LINE OF THE PLAT OF THE “TOWN OF FELLSMERE” AND SAID EAST BOUNDARY LINE OF THE PLAT OF “FELLSMERE FARMS COMPANY’S SUBDIVISION” TO THE POINT OF BEGINNING;

LESS AND EXCEPT THOSE CERTAIN PARCELS OF LAND LYING IN AND BEING A PORTION OF TRACT 1451, 1452, 1453, 1454, 1539, 1540 AND 1541 OF THE “PLAT OF FELLSMERE FARMS COMPANY’S SUBDIVISION OF ALL UNSURVEYED PART OF TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN THE ST. LUCIE COUNTY, FLORIDA” AS RECORDED IN PLAT BOOK 2, PAGES 1 AND 2, ST. LUCIE COUNTY, FLORIDA (NOW INDIAN RIVER COUNTY, FLORIDA), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 1454, ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF THE “FELLSMERE FARMS

RAILROAD” AS SHOWN ON SAID PLAT OF “FELLSMERE FARMS COMPANY’S SUBDIVISION” WITH THE EAST BOUNDARY LINE OF THE PLAT OF THE “TOWN OF FELLSMERE” AS RECORDED IN PLAT BOOK 2, PAGES 3 AND 4, ST. LUCIE COUNTY, FLORIDA (NOW INDIAN RIVER COUNTY, FLORIDA), RUN EASTERLY ALONG THE NORTH BOUNDARY LINE OF SAID TRACT 1454 AND SOUTH RIGHT OF WAY LINE OF THE “FELLSMERE FARMS RAILROAD”, TO THE NORTHEAST CORNER OF AFORESAID TRACT 1451, ALSO BEING THE NORTHWEST CORNER OF AFORESAID TRACT 1450;

THENCE, RUN SOUTHERLY ALONG THE EAST BOUNDARY LINE OF SAID TRACT 1451, ALSO BEING THE WEST BOUNDARY LINE OF SAID TRACT 1450, TO THE INTERSECTION WITH THE NORTH BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND KNOWN AS “PARCEL 10” AS DESCRIBED IN WARRANTY DEED PER OFFICIAL RECORDS BOOK 1660, PAGE 1530 THRU 1547, AT PAGE 1537, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA;

THENCE RUN WESTERLY ALONG THE NORTH BOUNDARY LINES OF THOSE CERTAIN PARCELS OF LAND DESCRIBED IN WARRANTY DEED PER OFFICIAL RECORDS BOOK 1660, PAGE 1530 THRU 1547 AT PAGE 1537 AS “PARCEL 10”; WARRANTY DEED PER OFFICIAL RECORDS BOOK 852, PAGE 509 THRU 510; WARRANTY DEED PER OFFICIAL RECORDS BOOK 990, PAGE 1259 THRU 1260; WARRANTY DEED PER OFFICIAL RECORDS BOOK 1688, PAGE 981 THRU 982; AND WARRANTY DEED PER OFFICIAL RECORDS BOOK 859, PAGE 2780 THRU 2781 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, TO THE NORTHWEST CORNER OF SAID CERTAIN PARCEL

DESCRIBED IN OFFICIAL RECORDS BOOK 859, PAGE 2780 THRU 2781, SAID POINT ALSO BEING ON THE WEST BOUNDARY LINE OF AFORESAID TRACT 1452;

THENCE, RUN SOUTHERLY ALONG SAID WEST BOUNDARY LINE OF TRACT 1452, ALSO BEING THE WEST BOUNDARY LINE OF SAID CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 859, PAGE 2780 THRU 2781, TRANSECTING 97TH STREET / "DITCH AND ROAD" NO.14 AS SHOWN ON AFORESAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED PART OF TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN THE ST. LUCIE COUNTY, (NOW INDIAN RIVER COUNTY) STATE OF FLORIDA", AND THE SOUTHERLY PROJECTION ALONG THE WEST BOUNDARY LINE OF AFORESAID TRACT 1541, TO THE SOUTH BOUNDARY LINE OF THAT CERTAIN ADDITIONAL RIGHT OF WAY PARCEL FOR 97TH STREET / "DITCH AND ROAD" NO.14 AS DESCRIBED IN OFFICIAL RECORDS BOOK 1639, PAGE 2167 THRU 2170;

THENCE, RUN EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF THAT CERTAIN ADDITIONAL RIGHT OF WAY PARCEL FOR 97TH STREET / "DITCH AND ROAD" NO.14, TO THE EAST BOUNDARY LINE OF THE NORTH 192.03 FEET OF THE WEST 140.02 FEET OF AFORESAID TRACT 1541 AS MENTIONED IN THAT CERTAIN WARRANTY DEED PER OFFICIAL RECORDS BOOK 755, PAGE 1995 THRU 1996, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA;

THENCE, RUN SOUTHERLY ALONG SAID EAST BOUNDARY LINE OF THE NORTH 192.03 FEET OF THE WEST 140.02 FEET, TO THE

SOUTHEAST CORNER OF SAID NORTH 192.03 FEET OF THE WEST 140.02 FEET OF TRACT 1541;

THENCE, RUN WESTERLY ALONG THE SOUTH LINE OF SAID NORTH 192.03 FEET OF THE WEST 140.02 FEET OF TRACT 1541, AND THE WESTERLY PROJECTION, TO THE SOUTHWEST CORNER OF THE NORTH 192.03 FEET OF THE EAST 540.50 FEET OF AFORESAID TRACT 1540 AS MENTIONED IN THAT CERTAIN WARRANTY DEED PER OFFICIAL RECORDS BOOK 755, PAGE 1995 THRU 1996, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA;

THENCE, RUN NORTHERLY ALONG THE WEST BOUNDARY LINE OF SAID NORTH 192.03 FEET OF THE EAST 540.50 FEET OF SAID TRACT 1540, TO THE SOUTH RIGHT OF WAY LINE OF AFORESAID 97TH STREET / "DITCH AND ROAD" NO.14 (40' WIDE RIGHT OF WAY) AS SHOWN ON AFORESAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION"

THENCE, RUN WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF 97TH STREET / "DITCH AND ROAD" NO.14 (40' WIDE RIGHT OF WAY), AND ALONG THE NORTH BOUNDARY LINE OF TRACT 1540, TO THE NORTHWEST CORNER OF SAID TRACT 1540, ALSO BEING THE NORTHEAST CORNER OF TRACT 1539 AS SHOWN ON SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION";

THENCE, RUN SOUTHERLY ALONG THE EAST BOUNDARY LINE OF SAID TRACT 1539, TO THE SOUTHEAST CORNER OF SAID TRACT 1539;

THENCE, RUN WESTERLY ALONG THE SOUTH BOUNDARY LINE OF SAID TRACT 1539, TO THE SOUTHWEST CORNER OF SAID TRACT 1539 AND EAST BOUNDARY LINE OF THE AFORESAID PLAT OF THE "TOWN OF FELLSMERE" AS RECORDED IN PLAT BOOK 2, PAGES 3 AND 4, ST. LUCIE COUNTY, FLORIDA (NOW INDIAN RIVER COUNTY, FLORIDA);

THENCE, RUN NORTHERLY ALONG THE WEST BOUNDARY LINE OF SAID TRACT 1539 AND THE NORTHERLY PROJECTION ALONG THE WEST BOUNDARY LINE OF AFORESAID TRACT 1454, TRANSECTING SAID 97TH STREET / "DITCH AND ROAD" NO.14 (40' WIDE RIGHT OF WAY) AS SHOWN ON SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION", SAID WEST BOUNDARY LINES ALSO BEING THE EAST BOUNDARY LINE OF SAID PLAT OF THE "TOWN OF FELLSMERE", TO THE NORTHWEST CORNER OF SAID TRACT 1454, AND SOUTH RIGHT OF WAY LINE OF AFORESAID "FELLSMERE FARMS RAILROAD" RIGHT OF WAY AS SHOWN ON SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION" AND POINT OF BEGINNING;

AND ALSO, LESS AND EXCEPT THAT CERTAIN PARCEL OF LAND LYING IN PART OF SECTION 20, TOWNSHIP 31 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY, FLORIDA, SITUATED IN THE NORTHWEST QUADRANT OF THE INTERSECTION OF INTERSTATE HIGHWAY 95 AND COUNTY ROAD 512 CORRIDOR, AS DESCRIBED IN THE "AGREEMENT FOR DEED" AS RECORDED IN OFFICIAL RECORDS BOOK 777, PAGE 1012 THRU 1014 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

ALL OF THE ABOVE-DESCRIBED COMMUNITY REDEVELOPMENT AREA BOUNDARY LYING AND BEING WITHIN THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA.

THE ABOVE OVERALL DESCRIPTION OF THE COMMUNITY REDEVELOPMENT AREA IS BASED ON VARIOUS FURNISHED RECORDED INSTRUMENTS OF PARCELS, ORDINANCES AND CHARTER OF THE CITY OF FELLSMERE.

**City of Fellsmere City Council
Agenda Request Form**

Meeting Date: June 6, 2024

Agenda Item No. 13(a)

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: United States Department of Agriculture ("USDA") – Community Facility Direct Loan Program Grant ("CFDLP") Purchase of ILF Aspen Mower with Attachments

RECOMMENDED MOTION/ACTION: Authorize Mayor to sign Resolution issued by USDA regarding Bond Information

Approved by City Manager *Mark Motta* Date: 5-30-24

Originating Department: Grant	Costs: \$0	Attachments: Loan Resolution (Public Bodies)
Department Review: <input checked="" type="checkbox"/> City Attorney Warren Dill <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u> Please initial one.

Submittal information: Council meets on the first and third Thursdays of each month. Agenda submittal deadline to the City Clerk is 12:00 noon of the last and second Wednesday of each month. Therefore, the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Wednesday deadline.

Summary Explanation/Background:

Staff seeks approval of the attached USDA Loan Resolution (Public Bodies). Council previously approved an application to the USDA Commercial Facility Direct Loan Program for a grant to fund 55% of the cost of One (1) ILF Alpha Mower with attachments, which is a professional brush cutter machine suitable for working on roadside foliage clearance maintenance. The 55% of the purchase price at the time of the original application was \$165,900.00.

After the application was submitted, the purchase price of the ILF Alpha increased. Staff requested that USDA increase the grant amount to \$176,135.00. That request is currently being processed by USDA. For the purpose of completeness of USDA records, USDA has now requested that Council approve the attached Loan Resolution for the original request amount of \$165,900.00.

Staff requests that Council approve the attached Resolution to comply with USDA requirements as there is zero cost involved and doing so will fulfill the current outstanding paperwork requirement so that the new request amount of \$176,135.00 continues to be processed by USDA.

Actual terms of the grant/loan will not be known until grant award. Submittal of this Resolution does not commit City to a loan offering. A separate agenda will be brought before Council to enter into any grant/loan combination given terms that may be offered.

USDA
Form RD 1942-47
(Rev. 12-97)

LOAN RESOLUTION
(Public Bodies)

FORM APPROVED
OMB NO. 0575-0015

A RESOLUTION OF THE City Council

OF THE Fellsmere City of

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING
A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

2023 ILF Alpha E Side Boom Mower & equipment

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Fellsmere City of
(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of
\$0.00

pursuant to the provisions of Florida Statutes Sections 159.03, 159.08, and 166.11; and

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U. S. C. 1983 (c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$ 10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established and maintained, disbursements from that account may be used when necessary for payments due on the bond if sufficient funds are not otherwise available. With the prior written approval of the Government, funds may be withdrawn for:
 - (a) Paying the cost of repairing or replacing any damage to the facility caused by catastrophe.
 - (b) Repairing or replacing short-lived assets.
 - (c) Making extensions or improvements to the facility.

Any time funds are disbursed from the reserve account, additional deposits will be required until the reserve account has reached the required funded level.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain the Government's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ 165,900

under the terms offered by the Government; that the City Manager
 and City Clerk of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee

The vote was: Yeas _____ Nays _____ Absent _____.

IN WITNESS WHEREOF, the City Council of the
Fellsmere City of has duly adopted this resolution and caused it
 to be executed by the officers below in duplicate on this _____ day of _____, _____.

(SEAL)

By Joel Tyson
 Title Mayor

Attest:

 Title

**City of Fellsmere City Council
Agenda Request Form**

Meeting Date: June 6, 2024

Agenda Item No. **13(b)**

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> CONSENT AGENDA |
| <input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM | |
| <input type="checkbox"/> Other: | |

SUBJECT: Change Order #1 with Boromei Contractors for costs associated with purchase of larger size louvers

RECOMMENDED MOTION/ACTION: Approve Change Order #1 for HLMP Public Works Building hardening project

Approved by City Manager Mason M. [Signature] **Date:** 5-30-24

Originating Department: Grants	Costs: \$ 7,554.82 Funding Source: Grant	Attachments: Change Order #1
Department Review: <input checked="" type="checkbox"/> City Attorney Warren Dill <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone ____ or Not applicable in this case <u>X</u> Please initial one.

Submittal information: Council meets on the first and third Thursdays of each month. Agenda submittal deadline to the City Clerk is 12:00 noon of the last and second Wednesday of each month. Therefore, the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Wednesday deadline.

Summary Explanation/Background:

On March 7, 2024, Council approved the contract between City of Fellsmere and Boromei Contractors for storm hardening work to be done to the Public Works Building on 97th Street.

This agenda seeks approval of Change Order #1 to provide for an additional \$7,554.82 for additional costs associated with louver measurement changes, as the measurements on the original plans did not reflect the actual field measurements made by Boromei. Boromei forwarded the correct measurements to the louver supplier, who issued a revised quote for additional costs for larger louvers.

Supporting explanatory documentation is included as part of attached Change Order 1. [Please note that the address block on the letter dated May 13, 2024 is incorrect/a typographical error, but the salutation of that letter and all other information in that letter is correct.]

CHANGE ORDER

Project: Public Works Building Hardening

Change Order Number: One

Change Order Date: May 22, 2024

Contractor: Boromei Construction Inc.

Contract Date: March 19, 2024

Contract #: DEM-HL00080

The Contract is changed as follows:

(Include if applicable, any undisputed amount attributable to previously executed Work Change Directives)

The original Contract Price was \$ 180,528.00

The net change by previously authorized Change Orders \$ 0.00

The Contract Price prior to this Change Order was \$ 180,528.00

The Contract Price will be ***(increased)***(decreased)(unchanged)
by this Change Order in the amount of \$ 7,554.82

The new Contract Price including this Change Order will be \$ 188,082.82

The Contract Time will be (increased)(decreased)***(unchanged)***
_____ () days

The date all of the Work shall be completed for the entire Project and ready for final
payment as a result of this Change Order is _____.

Note: This Change Order does not include changes in the Contract Sum or Contract Time which have been authorized by Work Change Directive until the cost and time has been determined as per the Contract, in which case a Change Order is executed to supersede the Work Change Directive. Time is of the essence for this Change Order.

NOT VALID UNTIL SIGNED BY THE ARCHITECT/ENGINEER, CONTRACTOR, AND OWNER.
The effective date of this Change Order will be the date when the last one of Architect/Engineer, City and Contractor has signed.

Tsark Architecture, LLC
Engineer *(firm name)*

Boromei Construction Inc.
Contractor *(firm name)*

City of Fellsmere
Owner

1990 W. New Haven Ave., Ste. 306
Address

420B NW 3rd Street
Address

22 S. Orange Street
Address

Melbourne, FL 32904

Okeechobee, FL 34972

Fellsmere, FL 32948

By *(signature)*

By *(signature)*

By *(signature)*

(typed name)

(typed name)

(typed name)

(date)

(date)

(date)



May 13, 2024

Seminole Tribe of Florida
Attn: Tanya McMillion
6300 Stirling Road
Hollywood, FL

Re: City of Fellsmere HLMP Public Works Hardening
Proposed Change Order 1 – Louver Measurement Changes

Mr. Shelton:

Please let this letter serve as our Proposed Change Order 1 in the amount of \$7,554.82 for the additional costs due to louver measurement changes.

When performing the field measurements after contract award we found that the measurements on the plans for the louvers did not reflect the actual field measurements. We sent the revised measurements to our louver supplier and received a revised quote for additional costs for the larger louvers.

There were other changes in measurements from bid day to field measure but the louvers were the only ones that had a cost increase.

Upon review, if you have any questions or need anything additional to process, please advise.

Sincerely;

Melissa Stone,
Corporate Secretary

Quotation for Project

Quote Request#:

Original

Job Name: FELLSMERE - WTP IMPROVEMENTS - REV 1

CUSTOMER: 111 BUDGET PRICING
1511 PROSPERITY FARMS ROAD
SUITE 300
LAKE PARK, FL 33403
United States
Phone #: (561)844-9767
Fax #: (561)844-9792

Sales Office: STAN WEAVER & COMPANY - 163
1511 PROSPERITY FARMS ROAD SUITE 300
LAKE PARK, FL 33403
US
Phone #: (561)844-9767
Fax #: (954)458-3702
Priced By: Gina Joyner
Email: gina@stanweaver.com

Design Criteria

Elevation: (ft) 20
Power: 60 Cycle

Destination Country: United States

***Name and Location of end user is required for all Export orders.*

TERMS

Program Type: Standard
Order Terms: Standard Terms
Freight Terms: Prepaid

STANDARD BUILD (5 weeks): \$12,761.00
25-27 DAY BUILD: \$14,546.00
10-12 DAY BUILD: \$15,638.00
This pricing includes 4 Louvers.

Sales Tax not included.
Includes LTL Ground transit to South Florida.
Allow 3 to 7 days for transport.

Standard Terms and Conditions of Sales Apply.
Sales Tax is the responsibility of the buyer, unless tax exempt certificate is provided.
Payment Terms are Net - 30 Days, subject to credit approval.

PRICES ARE VALID FOR 60 DAYS

*Prices are subject to change due to a change in product selection, product mix, or price increases.
Standard terms and conditions apply to all orders.*

Created in CAPS: 4.43.1068
Job Creation Date: 02/09/24

K:\Jobs\Gina\BOROMEI CONSTRUCTION - MISC 2024.gfcj

Quotation for Project

Quote Request#:

Revised

Job Name: FELLSMERE - WTP IMPROVEMENTS - REV 4

CUSTOMER: 111 BUDGET PRICING
1511 PROSPERITY FARMS ROAD
SUITE 300
LAKE PARK, FL 33403
United States
Phone #: (561)844-9767
Fax #: (561)844-9792

Sales Office: STAN WEAVER & COMPANY - 163
1511 PROSPERITY FARMS ROAD SUITE 300
LAKE PARK, FL 33403
US
Phone #: (561)844-9767
Fax #: (954)458-3702
Priced By: Gina Joyner
Email: gina@stanweaver.com

Design Criteria

Elevation: (ft) 20
Power: 60 Cycle

Destination Country: United States

***Name and Location of end user is required for all Export orders.*

TERMS

Program Type: Standard
Order Terms: Standard Terms
Freight Terms: Prepaid

STANDARD BUILD (5 weeks): \$19,644.00
25-27 DAY BUILD: \$22,776.00
10-12 DAY BUILD: \$24,501.00
This pricing includes 4 Louvers.

Sales Tax not included.
Includes LTL Ground transit to South Florida.
Allow 3 to 7 days for transport.

Standard Terms and Conditions of Sales Apply.
Sales Tax is the responsibility of the buyer, unless tax exempt certificate is provided.
Payment Terms are Net - 30 Days, subject to credit approval.

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Created in CAPS: 4.43.1068
Job Creation Date: 02/09/24

K:\Jobs\Gina\BOROMEI CONSTRUCTION - MISC 2024.gfcj

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The Contract Price prior to this Change Order was	\$ 180,528.00
The Contract Price will be (increased) (decreased)(unchanged) by this Change Order in the amount of	\$ 7,554.82
The new Contract Price including this Change Order will be	\$ 188,082.82
The Contract Time will be (increased)(decreased) (unchanged) _____ () days	

The date all of the Work shall be completed for the entire Project and ready for final payment as a result of this Change Order is _____.

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NOT VALID UNTIL SIGNED BY THE ARCHITECT/ENGINEER, CONTRACTOR, AND OWNER. The effective date of this Change Order will be the date when the last one of Architect/Engineer, City and Contractor has signed.

Tsark Architecture, LLC
Engineer (firm name)

Boromei Construction Inc.
Contractor (firm name)

City of Fellsmere
Owner

1990 W. New Haven Ave., Ste. 306
Address

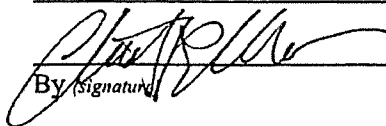
420B NW 3rd Street
Address

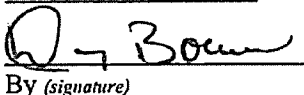
22 S. Orange Street
Address

Melbourne, FL 32904

Okeechobee, FL 34972

Fellsmere, FL 32948


By (signature)


By (signature)

By (signature)

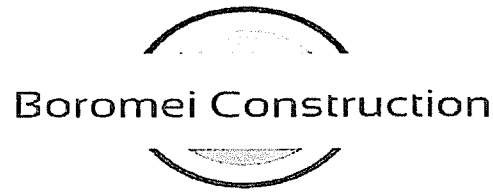
Christopher Rhoden, Assoc. AIA
(typed name)

Danny Boromei, Pres
(typed name)

5/23/2024
(date)

5/23/24
(date)

(date)



May 13, 2024

Seminole Tribe of Florida
Attn: Tanya McMillion
6300 Stirling Road
Hollywood, FL

Re: City of Fellsmere HLMP Public Works Hardening
Proposed Change Order 1 – Louver Measurement Changes

Mr. Shelton:

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There were other changes in measurements from bid day to field measure but the louvers were the only ones that had a cost increase.

Upon review, if you have any questions or need anything additional to process, please advise.

Sincerely;

Melissa Stone,
Corporate Secretary



3/22/2024

Quotation for Project

Quote Request#:

Original

Job Name: **FELLSMERE - WTP IMPROVEMENTS - REV 1**

CUSTOMER: 111 BUDGET PRICING
1511 PROSPERITY FARMS ROAD
SUITE 300
LAKE PARK, FL 33403
United States
Phone #: (561)844-9767
Fax #: (561)844-9792

Sales Office: STAN WEAVER & COMPANY - 163
1511 PROSPERITY FARMS ROAD SUITE 300
LAKE PARK, FL 33403
US
Phone #: (561)844-9767
Fax #: (954)458-3702
Priced By: Gina Joyner
Email: gina@stanweaver.com

Design Criteria

Elevation: (ft) 20
Power: 60 Cycle

Destination Country: United States
***Name and Location of end user is required for all Export orders.*

TERMS

Program Type: Standard
Order Terms: Standard Terms
Freight Terms: Prepaid

STANDARD BUILD (5 weeks): \$12,761.00
25-27 DAY BUILD: \$14,546.00
10-12 DAY BUILD: \$15,638.00
This pricing includes 4 Louvers.

Sales Tax not included.
Includes LTL Ground transit to South Florida.
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Created In CAPS: 4.43.1068
Job Creation Date: 02/09/24

K:\Jobs\Gina\BOROMEI CONSTRUCTION - MISC 2024.gfcj



Quotation for Project

Quote Request#:

Revised

Job Name: FELLSMERE - WTP IMPROVEMENTS - REV 4

CUSTOMER: 111 BUDGET PRICING
1511 PROSPERITY FARMS ROAD
SUITE 300
LAKE PARK, FL 33403
United States
Phone #: (561)844-9767
Fax #: (561)844-9792

Sales Office: STAN WEAVER & COMPANY - 163
1511 PROSPERITY FARMS ROAD SUITE 300
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STANDARD BUILD (5 weeks): \$19,644.00
25-27 DAY BUILD: \$22,776.00
10-12 DAY BUILD: \$24,501.00
This pricing includes 4 Louvers.

Sales Tax not included.
Includes LTL Ground transit to South Florida.
Allow 3 to 7 days for transport.

Standard Terms and Conditions of Sales Apply.
Sales Tax is the responsibility of the buyer, unless tax exempt certificate is provided.
Payment Terms are Net - 30 Days, subject to credit approval.

PRICES ARE VALID FOR 60 DAYS

Prices are subject to change due to a change in product selection, product mix, or price increases.
Standard terms and conditions apply to all orders.

Created in CAPS: 4.43.1068
Job Creation Date: 02/09/24

K:\Jobs\Gina\BOROMEI CONSTRUCTION - MISC 2024.gfcj

**City of Fellsmere City Council
Agenda Request Form**

Meeting Date: June 6, 2024

Agenda Item No. 13(c)

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> CONSENT AGENDA |
| <input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM | |
| <input type="checkbox"/> Other: | |

SUBJECT: Professional Engineering Services for City of Fellsmere State Street Stormwater Reservoir Expansion

RECOMMENDED MOTION/ACTION: Approve Work Authorization #1 with MBV Engineering, Inc.

Approved by City Manager *Ma. Adlene* Date: 5-30-24

Originating Department: Grants	Costs: \$4,300.00 Funding Source: Infrastructure	Attachments: Work Order #1 Proposal/Scope of Services
Department Review: <input checked="" type="checkbox"/> City Attorney Warren Dill <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone ___ or Not applicable in this case <u>X</u> Please initial one.

Submittal information: Council meets on the first and third Thursdays of each month. Agenda submittal deadline to the City Clerk is 12:00 noon of the last and second Wednesday of each month. Therefore, the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Wednesday deadline.

Summary Explanation/Background:

MBV Engineering, Inc. is currently providing professional survey, environmental study, design, and permitting services relative to expansion of the existing wet retention pond to allow for additional stormwater storage and retention to support the surrounding area (the existing wet retention pond is located at 1100 State Street).

Due to unforeseen conditions with regards to the State 404 program being removed from the jurisdiction of the Florida Department of Environmental Protection agency, MBV Engineering, Inc. must now submit a new application to the US Army Corps of Engineers (USACOE) to obtain a permit from that agency in lieu of the FDEP 404 permit. This federal ruling was not anticipated or included in the original scope of work and will require additional services resulting in additional fees to MBV Engineering, Inc.

The additional environmental and permitting services outlined in Work Order #1 result in a cost of \$4,300.00. Work Order #1 outlines the scope of these additional services.

Staff requests that Council approve Work Order #1 in the amount of \$4,300.00.

CITY OF FELLSMERE

WORK ORDER NO. 1 (UNDER MASTER CONTRACT DATED 9/27/2023)

ADDENDUM 1 TO ORIGINAL CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR STATE STREET STORMWATER RESERVOIR EXPANSION (MBV PROJECT NO. 22-0422)

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

Professional: MBV Engineering, Inc.

Project Title: State Street Stormwater Reservoir Expansion

Type of Work (check all that apply):

- General Consulting
- Code Plan Review
- Ordinance/Rule Development
- Studies and Reports
- Expert Witness
- Preliminary Design (30%)
- Design Development (60%)
- Construction Documents (100%)
- Bid Services
- Construction Engineering Inspection
- Surveying

Attachments:

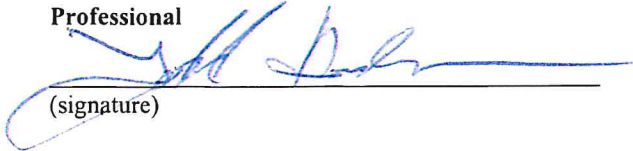
- Scope of Work
- Costs
- Schedule

Acknowledgements

- Professional is in receipt of the project-related Program Statement
- Professional is in receipt of the project-related Total Project Budget

The Professional shall assist the City of Fellsmere with professional services for the Project. This Work Order authorizes the work described herein in accordance with the terms of the Non-Exclusive Professional Services Agreement. The work is outlined in the attached Scope of Work, schedule and costs and shall not exceed \$4,300.00 without prior written consent.

Professional



(signature)

Todd Howder - V.P.

(print Name & Title)

City of Fellsmere

(signature)

(print name & Title)

Date: _____

April 23, 2024

Mr. Mark Mathes, City Manager
City of Fellsmere
22 S. Orange Street
Fellsmere, FL 32948

Via E-mail (citymanager@cityoffellsmere.org)

Subject: Addendum to Original Contract for Professional Engineering Services for
City of Fellsmere State Street Stormwater Reservoir Expansion
Fellsmere, Florida
Engineer's Project Number: 22-0422 ADD1

Dear Mr. Mathes:

As per our coordination, we are hereby submitting our proposal to provide additional professional services for the above subject project. This proposal, along with the original contract conditions, shall be considered an addendum to the original executed proposal.

Due to unforeseen conditions with regards to the State 404 program being removed from the jurisdiction of the Florida Department of Environmental Protection agency, the project must now submit a new application to the US Army Corps of Engineers (USACOE) to obtain a permit from that agency in lieu of the FDEP 404 permit. As such, this federal ruling was not anticipated or included in the original scope of work and will require additional services as described in further detail below.

Task 1 – ACOE NWP43 Stormwater Management Facilities

This task includes the below services as provided by E-Reg Consulting, LLC (See Exhibit A).

1. A recommendation of a Federal permitting strategy based on the existing site conditions and the project design.
2. Guide up to two ACOE Site Inspections for verification of wetland boundaries.
3. Prepare and submittal of federal application forms in coordination with the City of Fellsmere and MBV Engineering Inc.
4. Coordination with MBV Engineering Inc. as needed to properly depict environmental parameters on the construction plans (identifying wetland impacts, upland buffers etc.)
5. A written statement concerning the probability of occurrence of federally listed species on the subject property.
6. A Florida Land Use, Cover and Forms Classification System (FLUCCS) map of the subject property.



Mr. Mark Mathes
April 24, 2024
Page 2
Proposal 22-0422 ADD1

7. A National Wetland Inventory Map of the subject property.
8. A Soil Conservation Service soil map of the subject property.
9. If needed, a description of the proposed mitigation plan that meets federal rule criteria.
10. If needed, facilitate a letter of credit reservation from a mitigation bank.

Task 2 – Project Oversight and Coordination with ACOE Permitting

This task includes the below services associated with coordination and project oversight for the permitting phase with the USACOE.

1. Project coordination with the following regulatory agencies:
 - a. City of Fellsmere (CoF)
 - b. US Army Corps of Engineers (USACOE)
2. Coordination with E-Reg Consulting to provide assistance for any Civil Plan modifications that may be required to support of the federal permit application.
3. Provide assistance to E-Reg Consulting in preparation of the permit application submittal.
4. Provide assistance with responses to RAIs in support of project application.

We propose to provide the above described services for the following breakdown of fees, excluding direct costs.

Task 1 – ACOE NWP43 Stormwater Management Facilities	\$ 2,300
Task 2 – Project Oversight and Coordination with ACOE Permitting	\$ 2,000

Should you require further information or clarification, please call.

Sincerely,

Todd Howder
Vice President

Aaron Bowles, P.E.
Senior Vice President



Mr. Mark Mathes
April 24, 2024
Page 3
Proposal 22-0422 ADD1

Accepted this _____ day of _____ 20_____.

Signature

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013)
AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.

**City of Fellsmere City Council
Agenda Request Form**

Meeting Date: June 6, 2024

Agenda Item No. **13(d)**

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> CONSENT AGENDA |
| <input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM | |
| <input type="checkbox"/> Other: | |

SUBJECT: City of Fellsmere Tree Trimming and Removal Services

RECOMMENDED MOTION/ACTION: Approve draft of Request for Proposals

Approved by City Manager *Mia Motta* Date: 5-30-24

Originating Department: Public Works	Costs: TBD	Attachments: Proposed RFP
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u> Please initial one.

Summary Explanation/Background:

The City of Fellsmere desires to contract for Tree Trimming and Removal Services. Per City ordinances, all contracts over the amount of \$35,000 must go out to bid.

This item seeks to approve the attached draft Request for Proposals ("RFP") which will be posted on the City of Fellsmere website and on the Central Bidding platform. Pending approval of the draft RFP by Council, below is a list of proposed dates:

- RFP Release (June 14, 2024)
- RFP Due Date (July 16, 2024)
- Selection Committee recommends vendor (target set for July 23, 2024)
- Council selects vendor (August 1, 2024)
- Contract Negotiations (target completion by August 30, 2024)
- City enters into Contract (target completion by September 3, 2024)

CITY OF FELLSMERE, FLORIDA



**REQUEST FOR PROPOSALS
No. 2024-09**

FOR

Tree Trimming & Removal Services

RFP OPENING: _____, 2024 AT 2:00 P.M.

City Hall
22 S. Orange Street
Fellsmere, FL 32948

Issue Date: _____, 2024

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the City of Fellsmere City Clerk's office at 772-646-6301 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the City of Fellsmere TTD line at 772-783-6109.

CITY OF FELLSMERE, FLORIDA
REQUEST FOR PROPOSALS NO. 2024-09

The City of Fellsmere, Florida invites qualified firms to submit proposals to provide:

Tree Trimming & Removal Services

The City intends to award a contract to a firm(s) to provide services necessary for the project (Tree Trimming Services) described herein.

The City of Fellsmere, Florida (the "City") will receive sealed proposals until 2:00 p.m. (local), _____, 2024 in City Hall, Fellsmere, FL 32948.

The City's contact person for this RFP is:

Laura Hammer, Grant Administrator
22 S. Orange Street
Fellsmere, Florida 32948
Telephone: 772-646-6324
Email: grantadmin@cityoffellsmere.org

RFP documents may be obtained via the following link: [Bids and RFPs | Fellsmere Florida \(cityoffellsmere.org\)](#) and this RFP is posted on www.Centralbidding.com.

The City reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the City as non-responsive. The City reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the City or has failed to perform faithfully any previous contract with the City or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

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Tree Trimming & Removal Services
City of Fellsmere RFP No. 2024-09
Part I – Statement of Work

PART I - STATEMENT OF WORK

A. OBJECTIVE

The City of Fellsmere is seeking proposals from qualified companies interested in providing Tree Trimming & Removal Services.

B. GENERAL INFORMATION

The City is seeking to enter a three (3) year agreement with two (2) additional one (1) year optional extension periods, based on performance and mutual agreement.

Prior to submission of a Proposal, the Proposer is required to travel throughout the City and become familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials and labor required. As the work to be performed extends throughout the City, there is not one specific area identified as typical.

However, as the trees to be trimmed are similar, viewing any tree-lined streets within the City right of ways will provide you with an indication of the conditions. No allowances shall be made because of a lack of knowledge of these conditions.

C. SCOPE OF WORK

1. Regular pruning and trimming of trees to promote health, shape, safety, visibility, and aesthetics.
2. Inspection and diagnosis of tree health issues, including pest infestation, diseases, and structural weaknesses.
3. Tree removal, if necessary. It shall be the responsibility of the Contractor to call the necessary authorities for utility locations. Tree removal shall be priced per tree including all labor, equipment, clean up and disposal of all debris in accordance with State, County and Local laws.
4. Stump grinding and removal. Where possible all stumps shall be ground to a minimum depth of 4 (four) inches. It shall be the responsibility of the Contractor to call the necessary authorities for utility locations. Stump grinding shall be priced per tree including all labor, equipment, clean up and disposal of all debris in accordance with State, County and Local laws.
5. Knowledge of local regulations, permits, and best practices in tree care.
6. Ability to respond to emergency situations promptly.

Tree Trimming & Removal Services

City of Fellsmere RFP No. 2024-09

Part I – Statement of Work

7. Capacity to deploy a minimum of six to seven qualified personnel and specialized equipment for tree maintenance tasks.
8. Pruning of trees will be conducted in the following manner: to develop and maintain a stable tree structure to reduce risk of failure; provide visibility and clearance for safe passage of vehicles and pedestrians; and maintain and enhance aesthetics. Specific techniques employed shall be consistent with industry practices for the size and species of tree being trimmed.
9. All work shall include use of safety devices and procedures which will conform to industry standards. At no time should work be performed so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment). Contractor will be held fully liable for any damages and/or injuries. In addition, the Contractor shall be responsible for the mitigation of any damages related to a loss of control incident, and indemnification and defense obligations of the City.
10. All work shall be performed in accordance with all State, County and Local laws.
11. The Contractor shall be responsible for the removal of all cut limbs and other debris from the work site daily and leaving the general area in clean condition.
12. Provide a copy of daily landfill tickets for debris removal.

The DELIVERABLES shall include the cost of:

1. Meetings with City staff to inspect all work after completion.
2. A written report of any hazards encountered during the tree trimming.

D. *TECHNICAL REQUIREMENTS*

In order to be deemed responsive and considered for contract award, each Proposer shall satisfy the following mandatory minimum requirements:

1. The contractor must have a valid license and certifications in arboriculture and related field.
2. Demonstrated experience in providing tree maintenance and removal services, preferably in similar settings such as parks, city rights-of-way, or commercial properties.

E. *INSURANCE AND LICENSES*

The successful Proposer shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the City, and (b) any required licenses.

1. **Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily

Tree Trimming & Removal Services
City of Fellsmere RFP No. 2024-09
Part I – Statement of Work

Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.

2. **Workers' Compensation Insurance** – Statutory.
3. **Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired & Non-Owned Auto Liability.
4. **Professional Liability** – Please indicate if you carry Professional Liability Insurance and, if so, in what amount.

The Proposer shall provide original certificates of coverage and receive notification of approval of those certificates from the City prior to providing services under this RFP. The insurance coverage provided by Proposer is subject to the approval of the City. The insurance certificates and required policies (except for worker's compensation) shall list the City of Fellsmere, Florida as ADDITIONAL INSURED and shall provide for the City to receive no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City if circumstances change, or adequate protection of the City is not presented. Proposer, by submitting a Proposal, agrees to abide by such modifications.

END OF PART I

Tree Trimming & Removal Services

City of Fellsmere RFP No. 2024-09

Part II –General Information

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP): **Proposer** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **City** shall mean the City of Fellsmere, City Commission or City Manager, as applicable, and any officials, employees, agents, and elected officials.

Contact Person for the purpose of this RFP shall mean:

Laura Hammer, Grant Administrator
22 S. Orange Street
Fellsmere, Florida 32948
Telephone: 772-646-6324
Email: grantadmin@cityoffellsmere.org

B. INVITATION TO PROPOSE; PURPOSE

The City solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the City as specifically described in Part I, Statement of Work.

C. CONTRACT AWARDS

The City anticipates entering into a contract with the Proposer who submits the proposal judged by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one contract if in its best interest. If the City selects a Proposal, the City will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the City Attorney and has been executed by both the City (with Commission approval, if applicable) and the successful Proposer.

D. PROPOSAL COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

Tree Trimming & Removal Services

City of Fellsmere RFP No. 2024-09

Part II –General Information

E. INQUIRIES

The City will not respond to oral inquiries. Proposers may mail, email or fax written inquiries for interpretation of this RFP to the attention of the City Grant Administrator. Please mark the correspondence “RFP No. 2024-08”.

The City will respond to written inquiries received at least 7 working days prior to the date scheduled for submission of the proposals. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, these addenda will be available at <https://www.cityoffellsmere.org/rfps>. City will email such addenda to any potential Proposer who has provided their contact information to the City for such purpose. Although the City will make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The City may postpone scheduled due dates in its sole discretion. The City will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING No pre-proposal meeting is scheduled.

H. PROPOSAL SUBMISSION

Proposers shall submit three (3) originals of the proposal in a sealed, opaque package. The package shall be clearly marked on the outside as follows:

To: City of Fellsmere, Florida
RFP No. 2024-08
Project: Tree Trimming & Removal Services
Submitted by: _____
Address: _____

Proposals shall be submitted in person, by mail, or on www.Centralbidding.com . Email submittals are not accepted.

Late submittals, additions, or changes will not be accepted and will be returned to the bidder unopened.

Due to the irregularity of mail service, the City cautions Proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the City Grant Administrator before proposal opening time. It is the sole responsibility of each Proposer to ensure that their Proposal is received by the City by the specified due date and time. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the City’s opening of Proposals. Proposals, once opened, become property of the City and

Tree Trimming & Removal Services

City of Fellsmere RFP No. 2024-09

Part II –General Information

will not be returned.

I. PROPOSAL FORMAT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Proposers shall use the proposal forms provided by the City herein.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

Proposers shall prepare their proposals using the following format:

1. Title Page

The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.

2. Organization Profile and Qualifications

This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Each Proposer must include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the City's primary contact and provide the person(s') background, training, experience, qualifications, and authority.
- **Completed RFP Forms A, B, C, D, E, F, and G. All RFP forms are included as exhibits to this document.**
- Documentation of the certifications, licenses and affidavit required under Part I, Section D "Technical Requirements" of this RFP.

3. Experience

The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishment for each.

Tree Trimming & Removal Services

City of Fellsmere RFP No. 2024-09

Part II –General Information

4. Approach to Providing Services
This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities, and work products to be provided. This section shall also include a list of equipment the Proposer proposes to use to perform the Work in accordance with the requirements of this RFP.
 5. Compensation
The proposal shall document the fee proposal for the goods and/or services on RFP Form C.
 6. Additional Information
Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.
- J. PROPOSAL – Procedural Information
1. Interviews:
The City reserves the right to conduct personal interviews or require presentations prior to selection. The City is not responsible for any expenses which Proposers may incur in connection with a presentation to the City or related in any way to this RFP.
 2. Request for Additional Information:
The Proposer shall furnish such additional information as the City may reasonably require. This includes information which indicates financial stability as well as ability to provide the services. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.
 3. Proposals Binding:
All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following proposal opening. City may desire to accept a proposal after the 120-day period. In such case, Proposer may choose whether to continue to honor the proposal terms.
 4. Alternate Proposals:
An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The City will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the City's best interest.

Tree Trimming & Removal Services

City of Fellsmere RFP No. 2024-09

Part II –General Information

5. Proposer's Certification Form:
Each proposer shall complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal.

K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to become familiar with these concepts. The contract will include a provision wherein the Proposer releases and agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

L. IRREGULARITIES; REJECTION OF PROPOSALS

The City reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the City as non-responsive. The City reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the City or has failed to perform faithfully any previous contract with the City or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

M. EVALUATION METHOD AND CRITERIA

1. General: City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The City reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals, and senior management, before making an award. Awards, if any, will be based on the evaluation criteria in this section. The City's evaluation criteria **MAY** include consideration of the following factors:
 - A. ability to meet set standards;
 - B. availability of qualified personnel;
 - C. compensation;
 - D. expertise of personnel;
 - E. financial resources and capabilities;
 - F. past contracts with other governmental jurisdictions;
 - G. past performance records;
 - H. qualifications of Proposer;
 - I. references;
 - J. related experience in Florida;
 - K. technical soundness of proposal;

Tree Trimming & Removal Services
City of Fellsmere RFP No. 2024-09
Part II –General Information

- L. history of meeting required time frames; and
- M. approach to Work.

2. Scoring

a. Completeness of Response	Pass/Fail
b. Qualification & Experience of Key Personnel	5
c. Qualifications & Experience of Firm	10
d. Method and Approach/Schedule	15
e. Compliance with insurance & licensing requirements	10
f. References	20
g. Cost-effectiveness and value for the services offered	40
Total: 100	

a. Completeness of Response (Pass/Fail)

- Responses to this RFP must be complete. Responses that do not include the Proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items will be considered incomplete, be rated a Fail in the Evaluation Criteria, and will receive no further consideration. Responses that are rated a Fail and are not considered will be discarded and the proposer will be notified via email.

b. Qualifications & Experience of Key Personnel (5 points)

- It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.

c. Qualifications & Experience of Firm (10 points)

- Describe the qualifications and experience of the organization or entity performing services/projects within the past ____ years that are similar in size and scope to demonstrate competence to perform these services.

d. Method & Approach/Project Management/Schedule (15 points)

- i) Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward

Tree Trimming & Removal Services

City of Fellsmere RFP No. 2024-09

Part II –General Information

ii) Roles and Organization of Proposed Team

iii) Project and Management Approach

iv) Roles of Key Individuals on the Team

v) Working Relationship with the City

vi) Schedule

e. Compliance with Insurance & Licensing Requirements

f. References (20 Points)

- Provide a list of current and previous contracts similar to the requirements for City, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, date of contract, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.

g. Cost Proposal (40 Points)

- Provide a fee schedule/pricing information for the project using Attachment C, Price Proposal. Proposals shall be valid for a minimum of 180 days following submission.

3. Selection

The selection committee (the "Committee") shall conduct the selection process. Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The City Manager may submit a recommended firm to the City Council and the City Council shall make a final award. Proposers are advised that the City reserves the right to conduct negotiations with the most qualified Proposer but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

N. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, Proposer warrants and represents that:

1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
2. Proposer has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and "site" conditions that may affect cost, progress, and performance of goods and/or services in their proposal.
3. Proposer is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the goods and/or services in their proposal.

Tree Trimming & Removal Services

City of Fellsmere RFP No. 2024-09

Part II –General Information

4. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.
5. Proposer has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the City is acceptable to Proposer.
6. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
7. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the City has any interest, financially or otherwise, in the RFP or contract.

O. City Contract

The selected Proposer is expected to execute the City's standard professional services contract, in the form approved by the City Attorney.

End of Part II

Tree Trimming & Removal Services
City of Fellsmere RFP No. 2024-09, RFP Forms

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B, C, D, E, F and G are available in WORD format from the Grant Administrator upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

1. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, fax number and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this Project:
7. Company identification numbers for the Internal Revenue Service:
8. How many years has your organization been in business? Does your organization have a specialty?
9. List the last three projects of this nature that the firm has completed. Please provide project description, reference, contact information and cost of work completed.
10. Have you ever failed to complete any work awarded to you? If so, where, and why?

Tree Trimming & Removal Services
 City of Fellsmere RFP No. 2024-09, RFP Forms

11. Provide the following information concerning all contracts that are similar in nature that are in **progress** as of the date of submission of this Proposal for your company, division, or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

12. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the City Manager, whose approval shall not be unreasonably withheld.

Tree Trimming & Removal Services
City of Fellsmere RFP No. 2024-09, RFP Forms

RFP Form B

Proposer: _____

REFERENCE FORM

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact:

Title of Contact:

Email:

Telephone Number:

Project:

2. Name of Contact:

Title of Contact:

Email:

Telephone Number:

Project:

3. Name of Contact:

Title of Contact:

Email:

Telephone Number:

Project:

4. Name of Contact:

Title of Contact:

Email:

Telephone Number:

Project:

Tree Trimming & Removal Services
City of Fellsmere RFP No. 2024-09, RFP Forms

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Project Cost

Deliverables	Unit Rate
Daily rate for Tree Trimming with a minimum of 6 to 7 workers per crew	\$
Stump Grinding (Rate per stump ground)	\$
Clam Truck (Rate per load hauled)	\$
Tree Removal (6 to 10 inch DBH)	\$
Tree Removal (11 to 20 inch DBH)	\$
Tree Removal (21 to 30 inch DBH)	\$
Tree Removal (30+ inch DBH)	\$
Palm Tree Removal	\$

DBH – Diameter at Breast Height

The Unit Rates provided SHALL include all fees, overhead, mobilization, travel, out-of-pocket costs, etc. The City will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Tree Trimming & Removal Services

City of Fellsmere RFP No. 2024-09, RFP Forms

Payments will be made on each deliverable upon receipt and acceptance by the City.

By: _____ Date: _____

Name: _____

Title: _____

EMERGENCY WORK

1. Need & Response

Throughout the term of the contract, it may become necessary for the Proposer to assist the City in providing emergency tree services. The Proposer shall provide telephone numbers at which it can be reached on a 24-hour emergency basis. When severe winds, storms, or other conditions require emergency assistance, the Proposer shall respond and commence work within **six hours** of receiving the emergency request notification. The Proposer shall provide emergency assistance in the manner as set forth by the Public Works Director and/or his designee.

2. Equipment

When the request for emergency assistance has been issued, Proposer must be able to furnish, as a minimum, the following quantity, and types of equipment:

- A. Bucket Truck
- B. Clam Truck
- C. Stump Grinder
- D. Chainsaws
- E. Safety Equipment

3. Personnel

The Public Works Director or his designee will determine the number of crews required for emergency work.

4. Records

4.1 All emergency assistance work orders shall be originated by the Public Works Director or his designee. Completed work orders shall be returned to the Public Works Director or his designee and shall indicate the date, time, and location at which the emergency assistance was given, the name, classification, and hours worked of each major piece of equipment used in performing the work.

4.2 When engaged in providing emergency assistance, the Proposer shall provide daily records of the hours worked for all equipment and personnel. The daily work records shall be signed by the Foreman and approved by the Public Works Director or his

Tree Trimming & Removal Services

City of Fellsmere RFP No. 2024-09, RFP Forms

designee. All daily records shall be submitted in triplicate with the following distribution:

- a) Original copy to be submitted with periodic invoice.
- b) Second copy to be retained by the Proposer for files.
- c) Third copy to be given to the Municipal Services Director after his verification that the work has been performed.

5. Measurement & Payment

- 5.1 The payment for services rendered under emergency assistance shall be made for only those hours worked in giving assistance. No allowances will be given for travel time to and from the work site.
- 5.2 Payment for work accomplished shall be made at the hourly labor rate for each labor Classification as set forth in the Proposal. Payment for equipment rental shall be made only at the equipment rental rate as set forth in the proposal.

TIME & MATERIAL BASIS FOR AUTHORIZED EMERGENCY WORK *HOURLY RATES FOR EMERGENCY PURPOSES*

JOB CLASS	Hourly Rate
FOREMAN	\$
SKILLED LABOR	\$
COMMON LABOR	\$
TOTAL PER LABOR HOUR	\$

EQUIPMENT	COST PER HOUR	EQUIPMENT SUBSTITUTION / COST
CLAM TRUCK	\$	\$
STUMP GRINDER	\$	\$
DUMP DISPOSAL	\$	\$
PICK-UP TRUCK	\$	\$
BUCKET TRUCK	\$	\$

Tree Trimming & Removal Services
City of Fellsmere RFP No. 2024-09, RFP Forms

By: _____

Date: _____

Name: _____

Title: _____

Tree Trimming & Removal Services
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RFP Form D

Proposer: _____

PUBLIC ENTITY CRIMES STATEMENT

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH
PROPOSAL TO BE DEEMED RESPONSIVE.**

This is a sworn statement under Section 287.133(3)(a), Florida Statutes, on public entity crimes and must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted in response to City of Fellsmere RFP #2024-08 for Tree Trimming Services.
2. This sworn statement is submitted by _____
_____ (Name of entity submitting sworn statement)
whose business address is _____ and
whose mailing address, if different, is: _____.
Its Federal Employer Identification Number (FEIN) is _____. (If the
entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____.)
3. My name is _____ (please print name of
individual signing) and my relationship to the entity named above is _____.
4. I understand that a *Public Entity Crime* as defined in Paragraph 287.133(1)(g),
Florida Statutes, is a violation of any State or Federal law by a person with respect
to and directly related to the transaction of business with any public entity or with an
agency or political subdivision of any other State or with the United States, including,
but not limited to, any bid or contract for goods or services to be provided to any
public entity or any agency or political subdivision of any other state or of the United
States and involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, or material misrepresentation.
5. I understand that *convicted* or *conviction* as defined in Paragraph 286.133(1)(b),
Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with
or without an adjudication of guilt, in any Federal or State trial court of record relating
to charges brought by indictment or information after July 1, 1989, as a result of a
jury verdict, nonjury trial or entry of a plea of guilty or nolo contendere.
6. I understand that an *affiliate* as defined in Paragraph 287.133(1)(a), Florida Statutes,
means:

Tree Trimming & Removal Services
City of Fellsmere RFP No. 2024-09, RFP Forms

- (a) A predecessor or successor of a person convicted of a public entity or crime; or
- (b) An entity under the control of a natural person who is active in the management of the entity and who has been convicted of a public entity crime. *Affiliate* includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an *affiliate*.

7. I understand that a *person* as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. *Person* includes those officers, directors, executives, shareholders, partners, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Tree Trimming & Removal Services
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____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Dated: _____

(Signature)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____.

Notary /State of Florida at Large

Personally Known _____ OR produced identification _____

Type of identification produced: _____

Tree Trimming & Removal Services
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RFP Form E

Proposer: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

State of _____ }
County of _____ }

_____, being first duly sworn, disposes and says that:
(Name/s)

1. They are _____ of _____ the Bidder that
(Title) (Name of Company)
has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City/County or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____
(Title) _____

STATE OF { _____ }
COUNTY OF { _____ }

The foregoing instrument was acknowledged before me this _____
(Date)

by: _____ who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Notary (print & sign name)

Commission No. _____

Tree Trimming & Removal Services
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RFP FORM F

Proposer: _____

CERTIFICATION OF E-VERIFY

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Contractor acknowledges and agrees to the following:

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including Subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Local Agency.

Company/Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Tree Trimming & Removal Services
City of Fellsmere RFP No. 2024-09, RFP Forms

RFP FORM G

Proposer: _____

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO
BE DEEMED RESPONSIVE.**

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the CITY required RFP forms A, B, C, D, E, F, and G is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the City of Fellsmere, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the City's standard professional services contract, in the form approved by the City Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, nor to my knowledge, any of its

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officers, directors, executives, partners, shareholders, employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business: _____

By: _____
Signature

Print Name and Title

Mailing Address

**City of Fellsmere City Council
Agenda Request Form**

Meeting Date: June 6, 2024

Agenda Item No. 13 (e)

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input checked="" type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | |
| <input type="checkbox"/> Other: | |

SUBJECT: Solid Waste Services

RECOMMENDED MOTION/ACTION: Discuss and direct course of action

Approved by City Manager *Maureen M. ...* Date: 5.30.24

Originating Department:	Costs: TBD Funding Source: NA Acct. #	Attachments: IRC Staff Report Draft IRC Agreement Draft City RFP
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone ____ or Not applicable in this case <u>X</u> Please initial one.

Summary Explanation/Background:

The City of Fellsmere currently piggybacks solid waste service through the County which employs a subscription service. The County has decided to renew the franchise agreement in October 2025 to universal service mandating all properties participate in solid waste services. As part of the new agreement, the County has allowed municipalities to piggyback off this agreement similar to how we are receiving services today.

With the decision to go to universal service and the City's current desire to maintain subscription service, the only way we can piggyback is if the rates and terms are similar to the County's. The City Attorney can speak to what is meant by similar rates and terms if the City maintains only subscription services. Again, if universal service is selected by City Council, then the new county agreement can be piggybacked directly. Prices and terms are noted in the attached county staff report on this item for the selected firm – Waste Management and the second ranked firm. The new draft franchise agreement is also attached for reference.

At this time, City Council has indicated that universal service is not desired. To ensure our current residents who are receiving subscription services do not have an interruption of service, this agenda item seeks guidance from Council as to whether the City shall negotiate directly with Waste Management in hopes of obtaining favorable rates and terms or go directly to an RFP wherein rates and terms that would be submitted are unknown.

Recycling services are not part of the solid waste RFP and will continue under the separate agreement in place. All residents continue to receive recycling services under this separate agreement.

At this time, Staff recommends the City attempt to directly negotiate with Waste Management. If an RFP is desired or ultimately used, a draft RFP is attached for review and comment. The following are within the proposed RFP:

- seek costs for both subscription and universal service to allow flexibility for action;
- reference parallel County RFP in City RFP; and
- follow generally same timeframe as county RFP.

**Indian River County, Florida
Solid Waste Disposal District
Board Memorandum**

Date: May 13, 2024

To: The Solid Waste Disposal District Board of Commissioners

Through: John A. Titkanich, Jr., County Administrator
Sean C. Lieske, Director of Utility Services

Prepared By: Himanshu H. Mehta, PE, Managing Director, Solid Waste Disposal District

Subject: Recommendation for Franchise Award for Solid Waste and Recyclables Collection Services (RFP#2024020)

Descriptions and Conditions:

On April 24, 2024, the Indian River County (IRC) Solid Waste Disposal District (SWDD) held a 2nd Special Call meeting where staff provided the SWDD Board and the public with a summary of the RFP process, the various service options that were considered, a summary of the responses to the RFP, the initial and final ranking by the Selection Committee members and to obtain the SWDD Board’s decision related to which of the following four options for the Solid Waste and Recyclables Collection Services Franchise that is to start on October 1, 2025 they wish to pursue.

After the presentation and after obtaining public input, the SWDD Board voted and accepted the final ranking of the Selection Committee as shown below.

Final Selection Review Committee Ranking

Rank	Option 1: Subscription / Customer Can Yard Waste	Option 2: Universal / Customer Can Yard Waste	Option 3: Subscription / Carted Yard Waste	Option 4: Universal / Carted Yard Waste
1	FCC	FCC	FCC	FCC
2	WM	WM	WM	WM
3	CWR	CWR	CWR	REP
4	REP	WP	REP	CWR
5	WP	REP	WP	WP

CWR - Coastal Waste and Recycling of Florida, Inc.
FCC - FCC Environmental Services Florida, LLC
REP - Republic Services of Florida, Limited Partnership
WM - Waste Management Inc. of Florida
WP - Waste Pro of Florida, Inc.

Boca Raton, FL
West Palm Beach, FL
Vero Beach, FL
Vero Beach, FL
Fort Pierce, FL

The SWDD Board voted to go with Carted Yard Trash service for improved single family residential properties eliminating Option #1 and Option #2 above. However, after an in-depth discussion, the SWDD Board directed staff to obtain a “Best and Final Offer” from the top two firms of FCC Environmental Services of Florida, Inc. and Waste Management, Inc. of Florida for Option #3 and Option #4.

On May 3, 2024, the IRC Purchasing Division issued a request for a Best and Final Offer (BAFO) from FCC and WM with a due date of Friday, May 10, 2024, at a due time of 12:00 pm (noon). The request stated that the BAFO was an opportunity and not an obligation to submit; however, both FCC and WM were requested to acknowledge the receipt of the BAFO with a response of either a revised price proposal for Option #3 and Option #4 in the form of an electronic version of the excel spreadsheet per Addendum No. 9 representing the BAFO or a statement that the original price proposal was the BAFO. A further requirement of the BAFO request was that the FCC or WM may decrease the price in any or all the line items in the excel spreadsheet; however, they could not increase the individual line items. Both FCC and WM responded with a BAFO.

The purpose of this agenda item is provide the SWDD Board and the public with final pricing and provide a recommendation for award of RFP#2024020.

To avoid any doubt, neither this agenda item, nor this RFP process, has any impact on the Customer Convenience Centers (CCC’s).

ANALYSIS:

Upon receipt of the BAFO, the Purchasing Manager evaluated the BAFO prices in the same manner as the original prices had been scored in the same manner as the pricing submitted in the original RFP. That information and both received BAFO’s were provided to the Negotiations Team on Friday, May 10, 2024, at 2:30 pm for consideration in their review and recommendation to the SWDD Board.

Had the BAFO pricing been submitted in the original proposals, WM would have received the maximum 45 points for both Option #3 and Option #4 and FCC the proportionate of 39 points for Option #3 and 41 points for Option #4, and when combined with the initial technical scores of the Selection Committee members, WM would have been scored in first place, and FCC in second place. After discussions, the Negotiations Team concluded with a unanimous decision to recommend the franchise award to WM.

SWDD staff and our consultant, Kessler Consulting, Inc. (KCI) have further reviewed the BAFO and provide the following summary.

Total Annual Price Comparisons:

Based on the BAFO, the table below compares the total annual price for the top two ranked firms for Option #3 and Option #4:

Option 3 - Subscription / Carted YW						
Services	FCC (Original Price)	FCC (BAFO)	% Change	WM (Original Price)	WM (BAFO)	% Change
Annual Residential	\$17,750,677.01	\$17,750,677.01	0.0%	\$24,460,819.56	\$13,034,779.68	-46.7%

Annual Commercial	\$6,735,590.92	\$6,640,281.64	-1.4%	\$8,069,313.00	\$8,069,313.00	0.0%
Annual Supplemental	\$127,462.76	\$127,462.76	0.0%	\$186,731.76	\$186,731.76	0.0%
Total Annual Comparison	\$24,613,730.69	\$24,518,421.41		\$32,716,864.32	\$21,290,824.44	
Total Annual BAFO Reduction		\$95,309.28	-0.4%		\$11,426,039.88	-34.9%

Option 4 - Universal / Carted YW						
	FCC (Original Price)	FCC (BAFO)	% Change	WM (Original Price)	WM (BAFO)	% Change
Annual Residential	\$15,827,451.00	\$15,514,653.00	-2.0%	\$16,371,433.68	\$12,263,403.48	-25.1%
Annual Commercial	\$6,735,590.92	\$6,640,281.64	-1.4%	\$8,069,313.00	\$8,069,313.00	0.0%
Annual Supplemental	\$127,462.76	\$127,462.76	00%	\$186,731.76	\$186,731.76	0.0%
Total Annual Comparison	\$22,690,504.68	\$22,282,397.40		\$24,627,478.44	\$20,519,448.24	
Total Annual BAFO Reduction		\$408,107.28	-1.8%		\$4,108,030.20	-16.7%

All pricing above is broken down by total Annual Residential, Commercial and Supplemental price. The universal option is less than subscription option by both companies. Comparatively, WM has the lowest overall price for both Subscription Service and Universal Service.

RESIDENTIAL SERVICES BREAKDOWN

When comparing the overall costs for residential services, staff is including recycling collection with garbage, yard waste and bulk waste collection; however, please note that residential recycling collection is already a Universal service that is part of the non-ad valorem assessment portion of the landfill fee on all improved residential properties in Indian River County.

Option 3 - Subscription / Carted YW						
	FCC (Original Price)	FCC (BAFO)	% Change	WM (Original Price)	WM (BAFO)	% Change
Solid Waste	\$9.71	\$9.71	0.0%	\$17.80	\$6.59	-63.0%
Yard Trash	\$6.11	\$6.11	0.0%	\$7.80	\$3.87	-50.4%
Bulk Trash	\$1.70	\$1.70	0.0%	\$6.42	\$3.19	-50.3%
Total Monthly SW Franchise	\$17.52	\$17.52	0.0%	\$32.02	\$13.65	-57.4%
Total Monthly Recycling Franchise	\$7.84	\$7.84	0.0%	\$5.51	\$5.00	-9.3%
Total Franchise Monthly Cost	\$25.36	\$25.36		\$37.53	\$18.65	
Total Monthly BAFO Reduction		\$0.00	0.0%		\$18.88	-50.3%

Option 4 - Universal / Carted YW						
	FCC (Original Price)	FCC (BAFO)	% Change	WM (Original Price)	WM (BAFO)	% Change
Solid Waste	\$8.53	\$8.53	0.0%	\$10.55	\$6.98	-33.8%
Yard Trash	\$5.16	\$5.16	0.0%	\$4.52	\$3.86	-14.6%
Bulk Trash	\$1.68	\$1.68	0.0%	\$4.50	\$3.18	-29.3%

Total Monthly SW Franchise	\$15.37	\$15.37	0.0%	\$19.57	\$14.02	-28.4%
Total Monthly Recycling Franchise	\$7.84	\$7.47	-4.7%	\$5.51	\$4.58	-16.9%
Total Franchise Monthly Cost	\$23.21	\$22.84	-1.6%	\$25.08	\$18.60	-25.8%
Total Monthly BAFO Reduction		\$0.37			\$6.48	

Again, the universal option is less than subscription option by both companies. Comparatively, WM has the lowest overall price for both Subscription Service and Universal Service.

Under Option #3 for Subscription Services and using WM’s numbers only for comparison, the current residential solid waste monthly cost for a single-family home of \$11.16 is proposed to increase to \$13.65 or by 22%. Similarly, the universal recycling monthly cost for a single-family home of \$2.06 is proposed to increase to \$5.00 or by 70%. On an annual basis, the subscription customer would pay \$163.80 directly to the franchise hauler and would pay an additional \$60.00 for universal recycling services as part of their non-ad valorem assessment on their tax bill. This is a total annual cost of \$223.80.

Alternatively, under Option #4 for Universal Services and again using WM’s numbers only for comparison, the residential solid waste monthly cost for a single-family home of \$11.16 is proposed to increase to \$14.02 or by 26%. Similarly, the universal recycling monthly cost for a single-family home of \$2.06 is proposed to increase to \$4.58 or by 56%. On an annual basis, all residential customers would pay \$168.24 for universal solid waste collection and would pay an additional \$54.96 for universal recycling services as part of their non-ad valorem assessment on their tax bill. This is a total annual cost of \$223.20.

MULTI-FAMILY RESIDENTIAL SERVICES:

After further review and consideration, Staff recommends that multi-family residential services remain as a commercial service to minimize billing to the communities both by the franchise hauler and by SWDD under the Universal Service option.

STAFF INPUT ON POLICY DECISIONS:

Staff is providing the following input on a policy decision that needs to be considered by the SWDD Board.

As mentioned in the past, the current subscription rate is over 70%; however, recycling cart abuse continues to be a major problem in our community followed by illegal dumping. Based on continued recycling cart audits in our community, those residents that live in Universal Service areas, such as the City of Sebastian, the City of Vero Beach, the Town of Indian River Shores and the Town of Orchid have the lowest rate of recycling cart abuse as compared to the Subscription Services areas of Unincorporated IRC and the City of Fellsmere.

The goal is to continue to meet the service needs of our community with high quality service with improved efficiency, higher diversion of waste from our landfill and in turn improve our recycling program while providing the overall lowest costs to our residents.

- 1. Subscription or on Annual Tax Bill** – As the results of the RFP demonstrate, Universal Collection service offers the maximum reduction in costs for current subscribers within the Unincorporated

Indian River County. A Universal Collection service provides routine garbage collection to all improved residential properties, including rental properties, which should help reduce the use of the recycling carts for garbage service. This program also discourages illegal dumping or burning of garbage which is an environmental detriment to our community. *SWDD staff recommends Universal Collection to provide uniform service to all residents of Unincorporated IRC at the lowest cost possible while maximizing environmental benefits to our community.*

FUNDING:

The funding for solid waste and recycling collection is provided through a combination of SWDD assessments and individual subscription customer payments directly to the franchised haulers. This will vary based on the service option selected.

RECOMMENDATIONS:

Upon public input and SWDD Board discussion, SWDD staff recommends the Board consider and approve the following:

1. SWDD staff recommends Universal Collection for Unincorporated Indian River County with multi-family collection remaining as commercial collection services.

Board Decision: Subscription Service or Universal Collection?

2. SWDD staff recommends the award of the Solid Waste and Recycling Collection Franchise to Waste Management, Inc. of Florida as the proposer ranked in the top two and that has subsequently submitted the lowest best and final offer for RFP#2024020.
3. Authorize staff to finalize the sample agreement, negotiate as necessary for both legal and technical sufficiency, and to return with a final agreement for SWDD Board approval at a future meeting.

ATTACHMENTS:

1. None (*The Best and Final Offer are available to the public via the IRC Purchasing Division*).



Indian River County Purchasing Division
 1800 27th Street
 Vero Beach, FL 32960
 Phone (772) 226-1416

Request for Proposals

Project Name: SOLID WASTE AND RECYCLABLES COLLECTION SERVICES

RFP #: 2024020

RFP Opening Date: **Wednesday, January 31, 2024**

RFP Opening Time: **2:00 P.M.**

All Proposals must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late responses will not be accepted or considered.

The following must be received prior to the RFP Opening Date and Time Above:

1	Marked Original Copy, with all forms signed
5	Printed Copies for Committee
1	Single PDF file of entire submittal (including all) by email or dropbox/fileshare link emailed to purchasing@indianriver.gov . USB/CD copies are <u>not</u> acceptable, due to our IT security procedures.
1	Completed Microsoft Excel Financial Proposal Form, submitted as an excel document (not a pdf), by email or dropbox/fileshare link emailed to purchasing@indianriver.gov .

Initial screening, ranking, final ranking and negotiations will be in accordance with the criteria specified within this solicitation. The Board of County Commissioners reserves the right to accept or reject any and all submittals and to waive any and all informalities.

Refer All Questions to:

Email: purchasing@indianriver.gov

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Section I – Scope of Services

SECTION I. SCOPE OF SERVICES

Indian River County (County), a political subdivision of the State of Florida, will receive replies for the purpose of selecting a qualified Proposer to provide the County with exclusive franchise residential curbside solid waste, recyclable material, yard waste and bulk waste collection services and exclusive franchise commercial solid waste collection. The following information is provided to familiarize prospective Proposers with the current solid waste and recyclables collection system in the County. Proposers should be aware that, through this Request for Proposal (RFP) process, the County is considering various changes to the existing system as further described in Section I.B. The information and data contained in this section are for informational purposes only. The County makes no guarantee as to the accuracy of this information.

One municipality located in the County, the City of Fellsmere, elected to enter separate contracts with the current service provider under a piggyback provision in the current Collection Franchise Agreement. This provision will be included in any contracts resulting from this RFP as further defined in Attachment B, Sample Franchise Agreement.

Potential Request for Modification: *In the event the Board of County Commissioners authorizes modifications to the services requested, the County may request and negotiate pricing and other components necessary for such modifications from top ranked, responsive, and responsible Proposer. For example, options where proposers are to supply, assemble and distribute roll carts, the County may also consider retaining this responsibility.*

The County may request a Best and Final Offer from one or more proposers or negotiate with one or more proposers concurrently.

A. Background Information

The Solid Waste Disposal District (SWDD) of the County is responsible for providing for the collection and disposal of solid waste generated by residents and businesses, and the collection of recyclables generated by residents in the County. SWDD encompasses all unincorporated areas and the five municipalities within the County (City of Fellsmere, Town of Indian River Shores, Town of Orchid, City of Sebastian, and City of Vero Beach). The County has Inter-local Agreements (ILAs) with all five municipalities that authorize SWDD to provide curbside residential recycling to residents in each municipality and the anticipated award under this RFP will include recycling collection service in all jurisdictions identified in Table 1. The current provider is collecting recycling in all areas except for the Town of Indian River Shores. Below is a summary of the collection services throughout Indian River County.

Table 1. Current Collection Services in Indian River County

Jurisdiction	Solid Waste Collection	Recycling Collection	Contract Expiration
Unincorporated IRC	WM	WM	9/30/25
City of Fellsmere	WM	WM	9/30/25
City of Sebastian	WM	WM	8/1/30

Town of Orchid	Waste Pro	WM	9/30/25
City of Vero Beach	COVB	WM	n/a
Town of Indian River Shores	Republic Services	Republic Services	9/30/25

Franchise Service Areas

There are currently two separate franchise service areas governed by SWDD: The Solid Waste Franchise Area, which is currently a subscription-based collection service, and the Recycling Franchise Area, which is a universal collection-based service as further described below. SWDD has a franchise with Waste Management (WM) set to expire on September 30, 2025. SWDD also utilizes WM for collection of recyclables at county government buildings and facilities which is set to expire on September 30, 2025. The current fee schedule is provided in Attachment A.

In addition to collection services, SWDD provides residents the opportunity to bring their solid waste, recyclables, yard waste and Household Hazardous Waste to the main landfill or to one of the five (5) collection centers, commonly referred to as Customer Convenience Centers (CCC's). Figure 1 maps the current SWDD facilities.

Residential Collection

The current franchisee provides subscription based curbside solid waste collection for all residential units within unincorporated IRC (including single family and multi-family). Residential collection service includes the collection and delivery of all residential solid waste, yard waste, and bulk trash to the County SWDD Facility, at 1325 74th Avenue SW in Vero Beach. These subscription services, franchised under the **Solid Waste Franchise Area**, are an individual account transaction between the resident and franchisee. Residential solid waste and yard waste is collected once per week. Bulk trash is collected upon customer request or "on call." SWDD estimates that currently over 70 percent of the total potential residential customers receive these subscription services.

Figure 1. SWDD Convenience Centers

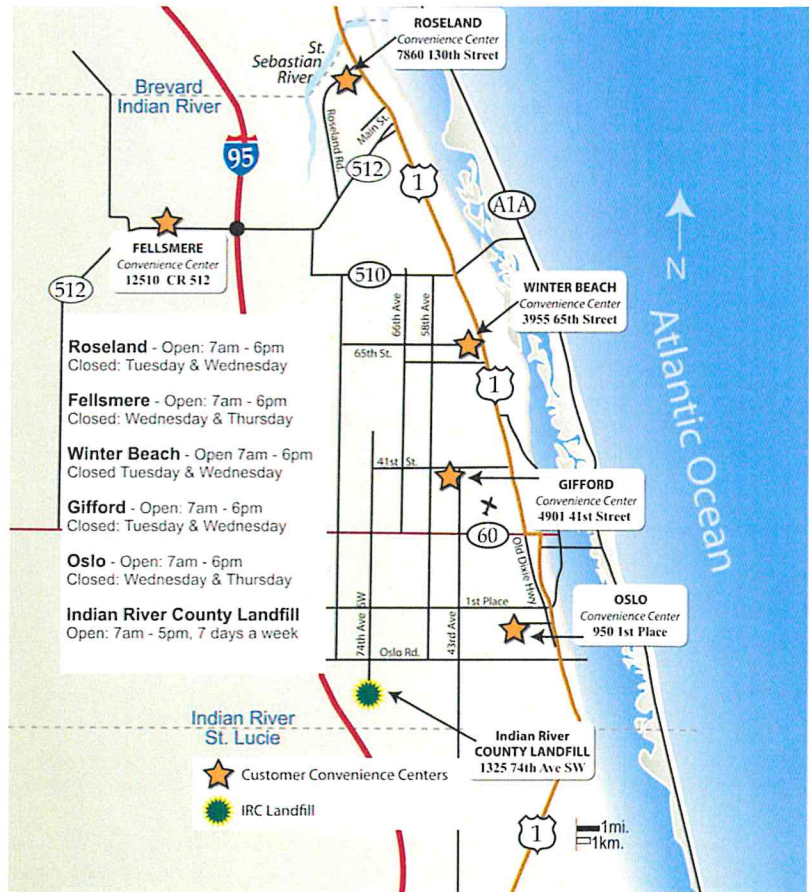


Table 2 provides an estimate of current residential subscription solid waste collection accounts.

Table 2. Residential Solid Waste Collection Units – Subscription

	Total Residential Units	Current Est. Subscription Units
Solid Waste Franchise Area – Unincorporated IRC	48,152 SF 9,199 MF ²	34,433 SF ¹ 7,359 MF ³
Total	57,351	41,792

¹ Estimated single-family units subscribed as of June 2023, as provided by current provider.

² Estimated multi-family and condominium dwelling units (not properties).

³ Estimate assumed an eighty (80) percent participation rate. Actual participation rate is unknown.

Residential collection of single-stream recyclables is collected once per week under the **Recycling Franchise Area** which includes all municipalities and unincorporated areas of Indian River County. This universal collection service is billed monthly between franchisee and County and paid by residents via their annual Landfill Non-Ad Valorem Assessment. SWDD initially provided 64-gallon recycling carts to all single-family and multi-family residents. The single-family residents had an option to go to a smaller 35-gallon cart or to a larger 96-gallon cart. Following initial deployment, cart replacement and maintenance became the responsibility of the franchisee. Table 3 provides an estimated number of current units serviced under the Recycling Franchise Area.

Table 3. Residential Recyclables Collection Units – Universal / Mandatory

	Total Units ¹
Recycling Franchise Area (includes unincorporated areas and municipalities)	70,450 SF 14,790 MF ²
Total	85,240

¹ Estimated units as of September 2023.

² Estimated multi-family and condominium dwelling units not complex/building properties.

³ Services invoiced monthly by franchisee to County and included in residential Landfill Non-Ad valorem assessment.

Commercial Collection

Currently, the franchisee has the exclusive right to provide commercial collection service, as well as the non-exclusive right to compete to collect construction and demolition debris (C&D) from commercial customers. This non-exclusive right means other SWDD approved non-exclusive C&D service providers may compete to provide this service under an open market system. Commercial recycling collection is an open market system.

Residential and Commercial Tonnage Estimations

Current contract provisions do not require the franchisee to provide tonnage data from franchised collection services. Thus, no tracking mechanism isolates tonnages collected through the agreement. The County conducted a Waste Generation Study in 2022 designed to provide defensible generation estimates and projections from residential and commercial generators for all Indian River County (unincorporated and municipal areas) to be utilized in calculating the Landfill Non-ad Valorem Assessment. While not directly applicable to material flow and tonnages collected under services related to this RFP, Table 4 provides projected estimations adopted by the County for residential and commercial generators. The County makes no guarantees of this tonnage but provides estimations to assist Proposers in their proposals.

Table 4. Indian River County Residential Estimated Residential MSW Tonnage Projections

Solid Waste Generator	Est. FY2024 (tons/year)	Est. FY2025 (tons/year)	Est. FY2026 (tons/year)
Residential Use Codes	121,849	122,499	123,166
Commercial Use Codes	106,523	106,513	106,504
Total	228,372	229,012	229,670

Cooperative Purchasing Agreements

Currently, each municipality is responsible for its own solid waste collection program. The current contract includes a provision allowing for any municipality to piggyback on the County’s franchise contract. Current piggybacked jurisdictions include the City of Fellsmere. See Table 1 for additional information.

Under new agreements, Franchisee shall allow other Municipalities located within the Recycling Franchise Area to obtain the same solid waste residential collection services and commercial collection services at the same terms and conditions as the County’s resulting agreement. Franchisee may negotiate separate agreements with Municipalities located within the Recycling Franchise Area for solid waste collection services that diverge from the terms and conditions in this agreement. County is not a party to any agreement or dispute between Franchisee and any other municipality.

B. Scope of Work

This section provides a brief description of services being sought. Successful Proposers shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide services requested herein. SWDD is committed to increasing diversion and improving recyclables capture rates. As such, SWDD is seeking a strong partnership with a Franchisee with a demonstrated commitment to assist in accomplishing this goal. Proposers are expected to thoroughly examine the full terms and conditions of the Sample Franchise Agreement provided in Attachment B and ensure that proposals correlate to all anticipated requirements. For reference, capitalized words in this section are defined in Attachment B.

The County intends to award ONE exclusive Franchise Agreement for:

- Single Family Residential Collection Service of Solid Waste, Yard Waste and Bulk Trash to areas identified in the Solid Waste Franchise Area.
- Multi-Family Residential Collection Service of Solid Waste and Bulk Trash to areas identified in the Solid Waste Franchise Area.
- Single Family and Multi-Family Residential Collection Service of Program Recyclables to areas identified in the Recycling Franchise Area.
- Commercial Collection Service of Solid Waste to all Commercial Customers in the Solid Waste Franchise Area.
- Commercial Collection Service of Recyclables to all Governmental facilities listed in Attachment C.

The Town of Indian River Shores (Town) has elected to participate in this RFP and any resulting contract. Thus, unit counts within this section are reflective of the franchise areas defined below and should not be a direct comparison to data provided in Section 1.A. Attachment D provides the ILA between SWDD and the Town.

Term Length and Extensions

The term of any resulting contract award from this RFP shall be for a period of five (5) years beginning October 1, 2025, and expiring September 30, 2030, with two potential extensions. The County, per a written and executed extension agreement, may extend the contract for a period of three (3) years at their sole discretion. A second extension of two (2) years may be exercised by mutual consent per a written and executed extension agreement.

Solid Waste Franchise Area

The Solid Waste Franchise Area will be modified in contracts awarded under this RFP and shall include all of the unincorporated Indian River County and the Town. A map has been provided in Attachment E. In addition, the County provides Proposers a Webapp at the following link where shapefiles for the Solid Waste Franchise Area may be downloaded:

<https://ircgis.maps.arcgis.com/apps/webappviewer/index.html?id=f8f16635f48248afa75e7f91a526a7ac> or <https://shorturl.at/oNSV5>. Table 5 provides the estimated potential total of Residential Units to receive solid waste collection services under any award.

Table 5. Solid Waste Collection Services Estimated Total Residential Units

Solid Waste Franchise Area ¹	Residential Units
Unincorporated Indian River County	48,152 SF 9,199 MF
Town of Indian River Shores	1,725 SF 1,691 MF
Total	49,877 SF 10,890 MF 60,767 SF + MF

¹An award for subscription-based services does not guarantee service to all residential units. SWDD estimates currently over 70 percent participation under the existing agreement. However, the Town of Indian River Shores requires universal collection per their town ordinance. Proposers will be expected to provide services to all residential units within the Town.

Recycling Franchise Area

As stated in Section 1.A, SWDD provides Universal Residential Recyclables Collection Services to all Residential Units county-wide. This includes areas of unincorporated Indian River County and its municipalities. Unlike solid waste collection services where billing is managed directly between franchisee and customer, Residential Recyclables Collection Services will be assessed annually on all Residential Units under the Landfill Non-Ad Valorem Assessment. The franchisee shall submit monthly invoices to SWDD directly for these services. The Recycling Franchise Area shall remain as currently defined in any contract resulting from this RFP. A map of the Recycling Franchise Area has been provided in Attachment F. In addition, the County provides Proposers a Webapp at the following link where shapefiles for the Recycling Franchise Area may be downloaded:

<https://ircgis.maps.arcgis.com/apps/webappviewer/index.html?id=f8f16635f48248afa75e7f91a526a7ac> or <https://shorturl.at/oNSV5>. Estimated units to be serviced shall be those provided in Table 3 of Section 1.A.

RFP Service Options

SWDD is considering four (4) different residential service options in the Solid Waste Franchise Area as outlined below. The selected service option will be a policy decision at the sole discretion of SWDD and may not be based on the lowest bid price.

Service Option #1 (SO#1) (Subscription Service / Non-carted Yard Waste)

Note: Services provided to only subscription customers located within the Solid Waste Franchise Area. Billing will be managed directly between franchisee and customer.

Type of Service	Level of Service
Solid Waste	Once per week automated cart collection of Solid Waste. The franchisee will be responsible for providing new carts, cart replacement, and cart maintenance. The current available sizes of solid waste carts include 96-gal, 64-gal, and 35-gal.
Yard Waste	Once per week collection of Yard Waste containerized, bundled, or stacked neatly at the curb. Yard Waste may not exceed four (4) feet in length, three (3) inches in diameter, and must not exceed fifty (50) pounds in weight. Yard Waste is limited to four (4) cubic yards per week per customer.
Bulk Trash	Once per week collection of Bulk Trash as further detailed below.

Service Option #2 (SO#2) (Universal Service / Non-carted Yard Waste)

Note: Services provided to all Residential Units located within the Solid Waste Franchise Area. The franchisee shall invoice SWDD monthly for all units serviced by material stream.

Type of Service	Level of Service
Solid Waste	Once per week automated cart collection of Solid Waste. The franchisee will be responsible for providing new carts, cart replacement, and cart maintenance. The current available sizes of solid waste carts include 96-gal, 64-gal, and 35-gal.
Yard Waste	Once per week collection of Yard Waste containerized, bundled, or stacked neatly at the curb. Yard Waste may not exceed four (4) feet in length, three (3) inches in diameter, and must not exceed fifty (50) pounds in weight. Yard Waste is limited to four (4) cubic yards per week per customer.
Bulk Trash	Once per week collection of Bulk Trash as further detailed below.

Service Option #3 (SO#3) (Subscription Service / Carted Yard Waste)

Note: Services provided to only subscription customers located within the Solid Waste Franchise Area. Billing will be managed directly between franchisee and customer.

Material Stream	Level of Service
Solid Waste	Once per week automated cart collection of Solid Waste. The franchisee will be responsible for providing new carts, cart replacement, and cart maintenance. The current available sizes of solid waste carts include 96-gal, 64-gal, and 35-gal.
Yard Waste	Once per week automated collection of Yard Waste in 96-gal cart. The franchise shall be responsible for cart purchase, assembly, deployment, replacement, and maintenance.
Bulk Trash	Once per week collection of Bulk Trash as further detailed below.

Service Option #4 (SO#4) (Universal Service / Carted Yard Waste)

Note: Services provided to all residential units located within the Solid Waste Franchise Area. The franchisee shall invoice SWDD monthly for all units serviced by material stream.

Material Stream	Level of Service
Solid Waste	Once per week automated cart collection of Solid Waste. The franchisee will be responsible for providing new carts, cart replacement, and cart maintenance. The current available sizes of solid waste carts include 96-gal, 64-gal, and 35-gal.
Yard Waste	Once per week automated collection of Yard Waste in 96-gal cart. The franchise shall be responsible for cart purchase, assembly, deployment, replacement, and maintenance.
Bulk Trash	Once per week collection of Bulk Trash as further detailed below.

Bulk Trash Collection Service:

The Franchisee shall provide residential Bulk Trash collection service to all single family and multi-family residential units in the Solid Waste Franchise area. Bulk Trash shall mean any non-vegetative item that cannot be containerized, bagged or bundled, or whose large size or weight precludes its handling, processing, or disposal by normal methods. Bulk Trash does not include Hazardous Waste or Construction and Demolition debris.

The Franchisee shall collect bulk materials from residential units within the service area not less than one (1) time per week on a scheduled route basis. Franchisee will collect bulk items with a REL truck and/or claw truck that will allow bulk items to be collected on the scheduled Solid waste day for customer efficiency and minimizing collection vehicles on roadways. Such service shall be limited to four (4) pieces of bulk waste consisting of furniture, white-goods, grills, lawn equipment, furnaces, bicycles, excluding carpet/rugs, motor vehicles or similar property not having a useful purpose to the owner or abandoned by the owner and not included within the definitions of garbage, yard waste per week.

All residential bulk waste shall be collected and sorted for delivery to a designated disposal facility. As an optional level of service, residents may contract directly with the Franchisee for excess bulk collection. Franchisee shall provide pricing for collection of one (1) piece of bulk waste as defined on the Financial Proposal Form. (See Section II.A.)

Note: SWDD seeks Franchisee to have a minimum of four (4) claw trucks available for servicing Bulk and Yard Waste collection, as well as improper setouts and community cleanups under any selected service option. Proposers shall include this within Tab 2 Technical Proposal of submitted Proposals. (See Section II.A.)

Multi-Family Residential Collection Service Option #1 (SO#1) and Service Option #3 (SO#3):

All multi-family (whether carted pick-up or container pick-up) under SO#1 and SO#3 shall be treated as Commercial Service wherein Commercial Customers shall initiate, terminate, or change service directly by a written contract with Franchisee. Service shall start, terminate, or change on the next scheduled collection day from the date requested. The collection rate per cubic yard is established per franchise agreement.

Collection of Solid Waste and collection of Bulk Waste shall be provided at least once per week. Commercial Collection Service shall be provided frequently enough to prevent the creation of a public nuisance or a threat to the public health, safety, or welfare. If necessary, the Contract Manager or their designee shall assist Franchisee and Customer in confirming that the size of the collection container and frequency of collection service are sufficient to ensure that Solid Waste is not routinely placed or stored outside of the collection container.

Collection containers shall be placed at locations that are mutually acceptable to Franchisee and Commercial Customer, and in compliance with County ordinance. If a dispute should arise between a Commercial Customer and Franchisee regarding the location of a collection container, the Contract Manager shall consult with the County's Community Development Department and designate the location.

Multi-Family Universal Residential Collection Service Option #2 (SO#2) and Service Option #4 (SO#4):

All multi-family (whether carted pick-up or container pick-up) Universal Residential Collection Service under SO#2 and SO#4 shall include a minimum of one (1) time per week garbage service and bulk service. The billing for this service shall be on a per unit basis. The initial unit counts are to be established by SWDD and then updated by SWDD on a monthly basis using Certificate of Occupancy and Certificate of Demolition records. The initial size and frequency of collection for container pick-up services shall be established by SWDD based on the current level of service. Any changes to the level of service above and beyond the base level of service shall be paid directly to the Franchisee by the customer at rates established in the contract agreement.

Residential Recycling Collection Service Option

Note: SWDD is evaluating one option for Residential Recycling Collection Services in the Recycling Franchise Area. Recycling Collection Services as defined below will apply to the final selected solid waste service option.

Material Stream	Level of Service
Recyclables	<p><u>Single-family Units:</u> Once per week carted single stream collection in SWDD currently deployed 64-gal carts. The franchisee shall be responsible for new carts, cart replacement, and cart maintenance. The Franchisee shall provide this under the per unit billing by SWDD.</p> <p><u>Multi-family Units:</u> Once per week Single Stream collection in SWDD currently deployed 64-gal carts. The franchisee shall replace all 64-gal carts with 96-gal carts within the first 12 months and be responsible for new carts, cart replacement, and cart maintenance. The number of carts shall be increased or decreased as approved by the SWDD Managing Director or designee. Multi-Family Units may elect to switch from 96-gal carts to a single stream dumpster service, as needed for their community per coordination with Contract Manager and Franchisee. The Franchisee shall provide this under the per unit billing by SWDD.</p>

Exclusive Commercial Collection Service

Franchisee will be granted the exclusive right and responsibility to provide collection of solid waste to all commercial customers within the Solid Waste Franchise Area as defined in Attachment E. Franchisee shall bill commercial customers directly based upon services. Table 7 provides an estimate of commercial customers located within Solid Waste Franchise Area as defined in Attachment E.

Table 7. Solid Waste Collection Services Estimated Total Commercial Units

Solid Waste Franchise Area	Commercial Units
Unincorporated Indian River County	4,334
Town of Indian River Shores	69
Total	4,403

Non-Exclusive Commercial Collection Service

Although not an exclusive service, the franchisee will also be required to provide recyclables and C&D collection to Commercial Customers, upon request of customer.

Government Services

The Franchisee shall provide Single Stream commercial recycling collection services to various Indian River County Governmental Buildings and Facilities on a weekly basis. A detailed listing of the locations and summary of the size of the containers and services is provided in Attachment C. The Franchisee shall provide a unit price per the various types of containers to be paid on a monthly basis. The franchisee shall be responsible for new carts, cart replacement, and cart maintenance. Please note, some locations have carts equipped with gravity locks. The

franchisee will be responsible for purchase and installation of future gravity locks as designated by SWDD Contract Manager or designee. The Franchisee shall honor these unit rates (or any approved adjusted rates) for any additional locations specified by SWDD during the term of the Agreement. Specialty Service means emptying containers at multiple locations at a single facility. For example, a County Park has recycling carts at multiple pavilions that would need to be retrieved, emptied and the cart returned. Any specialty service cost must be identified on the Financial Proposal Form. Further description of expected service is provided in Attachment B Sample Franchise Agreement.

THIS SECTION INTENTIONALLY BLANK.

Section II. Submittal Instructions

SECTION II. SUBMITTAL INSTRUCTIONS

Proposals submitted in response to this RFP must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the bid.

The proposal should be printed double-sided on paper with at least thirty percent (30%) post-consumer recycled content. The County may seek confirmation on the recycled paper content at its discretion. Please note page limits in each section. One sheet of paper printed on both sides is considered two pages.

Proposals should not be marked “confidential”, “trade secret” or the like. Any information submitted that is exempt from disclosure, in accordance with Florida Statute, MUST be submitted in a separately sealed envelope, and include the reference in statute that authorizes the County to withhold that specific information from public record requests. The County reserves the right to not consider Proposals containing excessive exempt material, at the County’s sole interpretation. This includes submittals summarily marked as exempt, confidential, or the like.

A. Proposal Content and Format

Proposals shall be organized as outlined below and shall include the information specified. Proposer must submit all forms and documentation below. Required forms are provided in Section 4 of this document.

Cover Letter (0 Points)

Provide a cover letter indicating your company’s understanding of the requirements/scope of services/specifications of this solicitation. The letter must be a brief (no more than two pages) formal letter from the Proposer that provides information regarding the company’s familiarity with and interest in providing the required services. A person who is authorized to commit the Proposer to provide the goods/services included in the response must sign the letter in ink.

Tab 1: Qualifications and References (25 points)

Proposer should clearly and succinctly demonstrate its experience in providing the services requested in this RFP. This section of the proposal should be no more than twenty-five (25) pages, not including financial statements, and at a minimum should include the following:

- 1) **Company Qualifications:** Proposer should demonstrate the company’s qualifications and experience to perform the services specified herein. At least five (5) years of recent experience providing solid waste collection service is preferred.
- 2) **Personnel Qualifications and Resumes:** Proposer should demonstrate the qualifications and experience, including years of experience, of its key personnel in providing services similar to those requested herein. Key personnel include, at a minimum, the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions. In addition, key personnel include those

that will have direct involvement in providing services for SWDD. Please limit resumes to one page each.

- 3) **Service Performance and References:** Proposer should provide four (4) references, preferably public sector customers in the State of Florida, for which the Proposer is or has provided services similar to those required herein. The proposer should use the Reference Form provided in this RFP, but may provide any additional, relevant information to demonstrate the quality of its services. Forms shall be included in Tab 5.
- 4) **Service Transition History:** Proposer should demonstrate its experience with transitioning into providing residential and commercial collection service by supplanting another provider. Proposer should provide references, preferably public sector customers in the State of Florida, for at least two (2) recent transitions with jurisdictions of similar size. Proposer should use the Transition History Form provided in this RFP, and may provide additional, relevant information as needed. Forms shall be included in Tab 5.
- 5) **Non-Performance History:** Proposer should document its past performance history by providing a description of all criminal actions against the Proposer pertaining to non-performance of solid waste services during the last five (5) years. Proposer should also document all civil actions, losses of service contract, bid bond claims, performance bond claims or liquidated damages related to solid waste services involving ten thousand dollars (\$10,000) or more per contract year against the Proposer during the last five (5) years. Additionally, Respondent must provide a summary of any litigation for a claim exceeding \$150,000 that the Respondent has been party to during the past three years which is related to the types of services described herein. Performance history may be limited to the State of Florida; however, if Proposer has no existing service history within the State of Florida, then nationwide performance history should be submitted. Any omissions within this section may be cause for disqualification at SWDD's discretion.
- 6) **Financial Capability:** Proposer shall document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP by demonstrating that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project. Regarding the latter, Proposer should either indicate the entity that is providing internally generated funds and document that such funds are available and will be allocated for this purpose or provide commitments from external sources indicating that an acceptable level of credit or resources will be available.

The Proposer shall submit an audited financial statement or other appropriate documents to demonstrate that the applicant has the financial resources to provide the proposed services on a continuous and uninterrupted basis throughout the term of the franchise. If a submission contains confidential or proprietary financial information that the Proposer does not want disclosed to the public or used for any purpose other than use by SWDD as stated herein, all such financial information must be indicated with "Confidential / Proprietary" and be provided in a separate, sealed envelope. This sealed envelope will be opened and reviewed only by the Indian River County Budget Director. If financial information provided is not to SWDD's satisfaction, SWDD reserves the right to request additional information.

Tab 2: Technical Proposal (25 points)

The proposer should clearly and succinctly describe how it will perform the services requested in this RFP and outlined more fully in Attachment B the Sample Franchise Agreement. SWDD is looking for proposals that maintain a high level of customer service while maximizing recycling, efficiency, and cost-effectiveness. This section of the proposal should be no more than twenty (20) pages and, at a minimum, should include the following information:

- 1) **Collection Services:** Proposer should explain how it plans to provide Residential Collection Service, Residential Recyclables Collection Service, and Commercial Collection Service as described herein and in Attachment B Sample Franchise Agreement. At a minimum, Proposers should describe the primary methods by which residential Solid Waste, Recyclables, Yard Waste, and Bulk Trash will be collected, including the approach for carted Yard Waste services should SO#3 or SO#4 be selected; a list of the types (make and model) and number of vehicles that would be used to provide collection services; number of collection drivers, workers, and customer service staff, as well as how materials would be handled following collection. Methods for each scenario and service option should be clearly identified.
- 2) **Transition Plan and Customer Service:** Proposer should explain how it would transition into providing requested services, and how it would maintain a high quality of customer service and satisfaction throughout the Agreement term. Proposer should provide a basic transition timeline.
- 3) **Service Verification and Asset Management System:** Proposer should describe the asset management technology and Radio Frequency Identification (RFID)-based system utilized for deployment and asset management, as well as the service verification system it intends to use that will provide the County access to a real-time service verification system as further defined in Attachment B Sample Agreement. In addition, Proposers should describe all asset management technology to be utilized.
- 4) **Information Management:** Proposers should describe in detail how it plans to record, manage, and report information to satisfy all reporting requirements identified in Attachment B Sample Agreement. Proposers are encouraged to submit examples of report formats. Sample formats shall not count toward the submittal page limit, should not exceed four (4) pages total, and should be included as an appendix to the proposal.
- 5) **Organization:** Proposer should include a project organization chart indicating titles and total number of personnel that would be devoted to work resulting from this RFP. Any subcontractors to be utilized should be clearly identified in the chart with a description of the specific work to be performed. Organization for each scenario and service option should be clearly identified. The chart should identify the structure of the company, and SWDD's point-of-contact for any resulting contract.
- 6) **Staffing:** Provide staffing information including, but not limited to: (a) Identify team members who are not 100 percent dedicated to this contract. Provide their percentage of dedication and other responsibilities (b) a detailed staffing plan for the operation including the number of employees in each position, (c) a description of the process for hiring, selecting, and retaining employees, (d) a proposed staffing ration plan for drivers which identifies any part-time employees – describe proposed staffing ration for road supervisors to routes (e) identify other positions such as safety manager, maintenance manager, road supervisors, dispatchers, schedulers, operators, and mechanics.

- 7) **Schedule/Timeline:** Provide a master timetable that is comprehensive and achievable for the transition of services as described in Attachment B Sample Agreement.
- 8) **Exceptions:** Proposer should describe any and all exceptions to the terms and conditions of Attachment B Sample Agreement. The material nature, number, and extent of such exceptions will be taken into consideration as part of the proposal evaluation.

Tab 3: Participation Growth Strategy (5 points)

SWDD is committed to increasing diversion to maximize capacity of our landfill. SWDD is seeking strong partnerships with Franchisees with a demonstrated commitment to assist SWDD in accomplishing this goal.

This section of the proposal should be no more than ten (10) pages and, at a minimum, should detail what goals, strategies, and efforts will be utilized to increase waste diversion with residential, multi-family, and commercial generators. In addition, should SWDD select Option #1 or Option #2, SWDD desires an increase in community usage of the Residential Collection Service, thus reducing reliance on the County's convenience centers. Proposer should detail what goals, strategies, and efforts will be utilized to increase residential subscribers.

Tab 4: Financial Proposal (45 points)

Proposers shall complete the provided Financial Proposal Form and submit the requested cost information in both an Excel document on the electronic transmittal and printed format within Tab 4 of any printed copies of the Proposal. Any discrepancy between the printed and excel version of the form will be resolved in favor of the excel form. The Financial Proposal Form associated with RFP2024020 are provided electronically as an Excel spreadsheet, and located with this Request for Proposals on www.demandstar.com and through the Purchasing Division's [Vendor Registry link](#). If the Proposer is unable to download the required document, the Proposer may contact the Purchasing Division for assistance.

To be considered responsive, pricing must be submitted for both the Solid Waste Franchise Area and the Recycling Franchise Area. As defined on the Financial Proposal Form, a six percent (6 percent) Franchise Fee shall be applied for all services under both franchise areas (Residential Solid Waste Collection Service, Residential Recyclables Collection Service, and Commercial Collection Service). Prices shall be for collection only with no disposal fees, other than those identified in the Excel Financial Proposal Form as commercial services that incur a pass-through disposal cost. All unit prices shall be rounded to the nearest cent. If errors are found in calculations, the unit prices shall prevail.

Tab 5: Required Forms and Submittals

The following required forms and submittals shall be submitted in Tab 5:

Note: All Required Forms are located in Section IV.

- Proposer Information Form / Addenda Acknowledgement
- Reference Form
- Transition History Form
- Bid Security in the amount of \$75,000
- Specimen Insurance Certificate
- Sworn statement on Disclosure of Relationships as per section 105.08 of Indian River County Code
- Certification Regarding Prohibition Against Contracting with Scrutinized Companies

- Certification Regarding Lobbying
- Certification Regarding Debarment
- Affidavit/Certification Immigration Laws
- Financial Proposal Form (*Note: Separate Excel document*)

B. Proposal Review and Evaluation

All proposals will be reviewed for completeness. SWDD reserves the right to ask for clarification of information or additional information from a Proposer if needed for the review and evaluation process. A Proposer that does not provide the required information may not be considered responsive and responsible and the Proposer's submittal may not be considered for award.

Method of Selection: The County shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal.
 1. Each Committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria based on each service option.
 2. Each Committee member shall then rank the firms by service option on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "Committee of the whole," develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
 1. The rankings received by each firm from all Committee members shall be totaled and divided by the number of Committee members, to produce an average ranking.
 2. The firm receiving the lowest average ranking (i.e., closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
 3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all Committee members. The firm with the highest number of points will be awarded the higher-ranking position.
 4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the Committee is satisfied with the rankings.
 5. After interviews (if interviews are held in an RFP process), and based upon information learned during the interviews, each Committee member will rank the firms in order of preference and a consolidated final Committee ranking established.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.
- d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.

- e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

Criteria for Award:

EVALUATION CRITERIA	EVALUATION POINTS MAXIMUM
Tab 1. Qualifications and References	25
Tab 2. Technical Proposal	25
Tab 3. Participation Growth Strategy	5
Tab 4. Financial Proposal	45
TOTAL	100

Scoring Procedures

With the exception of the Financial Proposal, the Selection Committee will evaluate and score proposals by applying scoring definitions to each evaluation criteria. Each scoring definition has a corresponding multiplier that will be applied to the points allocated to each evaluation criterion to calculate the points earned by the Proposer for that criterion. The individual scores for each evaluation criteria category will be totaled to obtain an evaluation score for each proposal. The scoring definitions and corresponding multipliers are defined below:

- **EXCELLENT (1.0):** *Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.*

Proposer provided information for a given category that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an *exceptional* and *superior* degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative description (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrated the Proposer’s ability to perform and deliver far beyond expectation.

- **VERY GOOD (0.8):** *To a high degree; better than or above competent and/or skillful.*

Proposer provided information for a given category that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a *very high degree* of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative description (including all supporting documentation, diagrams, charts, schedules, etc.) demonstrated the Proposer’s ability to perform and deliver beyond expectation.

- **GOOD (0.6):** *Having positive or desirable qualities; competent; skilled; above average.*

Proposer provided information for a given category that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a *skillful* and *above average* degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative description (including all supporting documentation, diagrams, charts, schedules, etc.) demonstrated the Proposer’s ability to perform and deliver at the expected level.

- **FAIR (0.4):** *Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.*

Proposer provided information for a given category that satisfied the requirements and described *sufficiently* how and what will be accomplished in a manner that exhibited an *adequate* and *average* degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative description (including all supporting documentation, diagrams, charts, schedules, etc.) demonstrated the Proposer’s ability to perform and deliver at a level slightly below expectation.

- **POOR (0.2):** *Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.*

Proposer provided information for a given category that did not satisfy the requirements and described in an *inadequate* manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of *inferior* quality. The facts included in the narrative description (including all supporting documentation, diagrams, charts, schedules, etc.) demonstrated the Proposer’s ability to perform and deliver at a *substandard* and *inferior* level.

- **UNACCEPTABLE (0.0):**

Proposer failed to provide any information for a given category, provided information that could not be understood or did not provide the information for a given category as requested.

Price is included as one of the evaluation criteria. To best support the County in their determination of the level of service to be awarded, each service option will be scored separately for each Proposer. The lowest priced proposal per service option will receive the maximum weighted score for the price criteria. The other proposals (per option) will receive a percentage of the weighted score based on the percentage differential between the lowest proposal and the other proposals in accordance with the following example:

Vendor	Price Proposal	Percentage	By	Weight	Equals	Weighted Score**
A	\$3,000,000	100	X	45	=	45
B	\$3,500,000	86*	X	45	=	39
C	\$6,000,000	50*	X	45	=	23

*Vendor B’s percentage is $\$3,000,000/\$3,500,000 = 86\%$; **Vendor C’s percentage is $\$3,000,000/\$6,000,000 = 50\%$

** Weighted Score shall be rounded to nearest whole number

Note: As stated herein, the County retains the right to make the final selected option deemed in the County’s best interest.

Anticipated Timeline

Event	Date
Advertise for Proposals	Friday, November 17, 2023
Pre-Proposal Meeting at 11:00 am on	Friday, December 8, 2023
Deadline for Questions by 8:00 am on	Monday, January 22, 2024
Proposals Due before 2:00 p.m. on	Wednesday, January 31, 2024
Initial Selection Committee Meeting	Week of February 19, 2024
Interviews (if held)	Week of March 4, 2024
Recommendation of Award presented to BCC	April 9, 2024
Contract term commences	October 1, 2025

Section III. General Instructions

SECTION III. GENERAL INSTRUCTIONS

Cone of Silence. Potential respondents and their agents must only communicate with the Indian River County Purchasing personnel in reference to or relation to this solicitation. Potential respondents and their agents may not communicate in any way with the Board of Commissioners, County Administrator, County staff, Town Council or Town Staff for the Town of Indian River Shores. This restriction is effective from the time of solicitation advertisement until the Board of County Commissioners meets to authorize the award. Such communication may result in disqualification.

Sealed Submittals and Envelope Markings: All responses shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with the Consultant's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

Opening Location: Responses must be received by the Purchasing Division at 1800 27th Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Proposals or required documents submitted after the stated time and date will not be accepted or considered.

Public Record Exemption: Correspondence, materials, and documents received pursuant to this solicitation become public records subject to the provisions of Chapter 119, Florida Statutes. Should the proposer assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Proposer. To the extent records are redacted as requested by the Proposer in response to a public records request submitted to the County, Proposer shall indemnify and defend the County in any related litigation.

Performance Bond: Resulting awards from this RFP will require a Performance Bond as further described in Attachment B Sample Franchise Agreement.

Taxes: Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful Consultant and will be filled out by the County.

Indemnification: The Consultant shall defend, indemnify, and hold harmless the County and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

Public Access: The Consultant shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Consultant shall provide the public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Consultant shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession

of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Consultants are hereby notified that 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, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, 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 a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Suspension and Debarment: Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Scrutinized Companies Lists: The Consultant certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines, and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

E-Verify: Proposer must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, Proposer, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Proposer is responsible for obtaining proof of E-Verify registration for all subcontractors in the form of an affidavit, as described in Section 448.095(5)(b) F.S.

Local Preference: Indian River County has no local ordinance or preferences, as set forth in section 255.0991(2), Florida Statutes, in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this solicitation.

Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is responsible. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Regulations: It shall be the responsibility of the Consultant to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

Interpretations: No oral interpretations will be made to any Consultant as to the meaning of the RFP documents. Every request for such an interpretation shall be made in writing, addressed, and forwarded to Indian River County (purchasing@indianriver.gov) ten (10) or more days before the date fixed for opening of the RFP. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to Consultants will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each Consultant, prior to submitting their Proposal, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their Proposal.

Applicable Law and Venue: Contract(s) resulting from this RFP and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Conflict of Interest: Any entity submitting a bid, proposal, qualifications or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a

County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

Prohibition Against Contingent Fees: If a contract is entered resulting from this request for qualifications, it shall include a prohibition against contingent fees statement, as required by FS 255.087.

Right to Protest: Any actual or prospective responding Consultant who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within five (5) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

Committee Meetings: Notice of committee meetings will be posted to the RFP's listing on Demandstar.com and Vendor Registry, both available through the County's website (https://indianriver.gov/services/management__budget/purchasing/index.php). Any portion of a meeting pursuant to a competitive solicitation, at which negotiation strategies are discussed, a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements in Chapter 286.011 (per Chapter 286.0113(1)(b)1).

Awards: The County reserves the right to cancel the solicitation, reject any and all Proposals or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

Termination by the County: The County reserves the right to terminate a contract by giving thirty (30) day's notice, in writing, of the intention to terminate, if at any time the Consultant fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

Compliance with Laws and Regulations: Consultant agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Insurance:

The Consultant shall provide, prior to execution of the contract, the insurance required under this section for approval by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

General Liability

Each Occurrence \$1,000,000
Fire Damage-any one fire \$50,000
Medical Expenses-any one person \$5,000
Personal and Advertising Injury \$500,000
General Aggregate \$3,000,000
Combined Single Limit \$3,000,000

Automobile Liability – Combined Single Limit \$1,000,000

Worker's Compensation as required by the State of Florida

Each accident \$100,000
Each Disease – Each employee \$100,000
Each disease – policy limit \$500,000

Professional Liability Insurance

\$1,000,000 per occurrence
\$2,000,000 aggregate combined single limit
\$5,000 maximum deductible per claim

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive any and all technicalities or irregularities.

Section IV. SUBMISSION FORMS AND CHECKLIST

SECTION IV. SUBMISSION FORMS AND CHECKLIST

Forms on the following pages must be completed, signed, and submitted in the RFP Proposal Package. Proposers shall utilize the following checklist to ensure submittal of all required forms:

- Cover Letter
- Proposer Information Form / Addenda Acknowledgement
- Reference Form (4 References Required)
- Transition History Form (Minimum of 2 Transitions Required)
- Bid Security
- Specimen Insurance Certificate
- Disclosure of Relationships Sworn Statement
- Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- Certification Regarding Lobbying
- Certification Regarding Debarment
- Affidavit/Certification Immigration Laws
- Financial Proposal Form

PROPOSER INFORMATION FORM

Proposer Information Form

Name of Proposer: _____

Federal Tax ID Number: _____

Contact Person: _____

Business Address: _____

Principal Address, if different: _____

Telephone: (_____) _____ Fax: (_____) _____

E-mail Address: _____

ADDENDUM ACKNOWLEDGEMENT

The Proposer shall acknowledge obtaining all addenda issued to this formal solicitation by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No.: ____ Date Issued: _____ Addendum No.: ____ Date Issued: _____

Addendum No.: ____ Date Issued: _____ Addendum No.: ____ Date Issued: _____

Addendum No.: ____ Date Issued: _____ Addendum No.: ____ Date Issued: _____

By signing this proposal, the undersigned affirms that all information provided by the Proposer is true and accurate, and said proposal is made without any collusion or fraud. The undersigned understands that this proposal must be signed in ink and that an unsigned proposal will be considered incomplete and be subject to rejection by SWDD.

IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

ATTEST:

PROPOSER:

Witness

(Authorized Signature in Ink)

(Print/type name as signed above)

(Print/type name as signed above, Title)

(Date)

REFERENCE FORM

Reference Form

Proposer shall complete and submit this form in conjunction with any other relevant material in Tab 5.

SERVICE REFERENCE #1

Municipality/County: _____

Contact (Name/Title): _____

Contact Address: _____

Contact Phone: (_____) _____ Contact Email: _____

Term of Current Contract: Start Date: _____ End Date: _____

Residential Collection Service Provided:

Services Provided (check all that apply)	Material	Residential Commercial or Both (R, C, or B)	Type of Service (U/S) U = Universal S = Subscription	Estimated Residential Units Served	Estimated Commercial Units Served	Automated Collection? (Y/N)
<input type="checkbox"/>	Solid Waste					
<input type="checkbox"/>	Recycling					
<input type="checkbox"/>	Yard Waste					
<input type="checkbox"/>	Bulk Waste					n/a

Technology:

Is real-time data access to jurisdiction included in the services provided? YES NO

Is service verification via RFID included in the services provided? YES NO

Is asset management included in the service provided? YES NO

Performance:

Total Number of Complaints per Contract: _____

Total Number of Complaints Resolved per Contract: _____

Total amount of Administrative Charges/Fees per Contract: _____

Other relevant information: _____

SERVICE REFERENCE #2

Municipality/County: _____

Contact (Name/Title): _____

Contact Address: _____

Contact Phone: (_____) _____ Contact Email: _____

Term of Current Contract: Start Date: _____ End Date: _____

Residential Collection Service Provided:

Services Provided (check all that apply)	Material	Residential Commercial or Both (R, C, or B)	Type of Service (U/S) U = Universal S = Subscription	Estimated Residential Units Served	Estimated Commercial Units Served	Automated Collection? (Y/N)
<input type="checkbox"/>	Solid Waste					
<input type="checkbox"/>	Recycling					
<input type="checkbox"/>	Yard Waste					
<input type="checkbox"/>	Bulk Waste					n/a

Technology:

Is real-time data access to jurisdiction included in the services provided? YES NO

Is service verification via RFID included in the services provided? YES NO

Is asset management included in the service provided? YES NO

Performance:

Total Number of Complaints per Contract: _____

Total Number of Complaints Resolved per Contract: _____

Total amount of Administrative Charges/Fees per Contract: _____

Other relevant information: _____

SERVICE REFERENCE #3

Municipality/County: _____

Contact (Name/Title): _____

Contact Address: _____

Contact Phone: (_____) _____ Contact Email: _____

Term of Current Contract: Start Date: _____ End Date: _____

Residential Collection Service Provided:

Services Provided (check all that apply)	Material	Residential Commercial or Both (R, C, or B)	Type of Service (U/S) U = Universal S = Subscription	Estimated Residential Units Served	Estimated Commercial Units Served	Automated Collection? (Y/N)
<input type="checkbox"/>	Solid Waste					
<input type="checkbox"/>	Recycling					
<input type="checkbox"/>	Yard Waste					
<input type="checkbox"/>	Bulk Waste					n/a

Technology:

Is real-time data access to jurisdiction included in the services provided? YES NO

Is service verification via RFID included in the services provided? YES NO

Is asset management included in the service provided? YES NO

Performance:

Total Number of Complaints per Contract: _____

Total Number of Complaints Resolved per Contract: _____

Total amount of Administrative Charges/Fees per Contract: _____

Other relevant information: _____

SERVICE REFERENCE #4

Municipality/County: _____

Contact (Name/Title): _____

Contact Address: _____

Contact Phone: (_____) _____ Contact Email: _____

Term of Current Contract: Start Date: _____ End Date: _____

Residential Collection Service Provided:

Services Provided (check all that apply)	Material	Residential Commercial or Both (R, C, or B)	Type of Service (U/S) U = Universal S = Subscription	Estimated Residential Units Served	Estimated Commercial Units Served	Automated Collection? (Y/N)
<input type="checkbox"/>	Solid Waste					
<input type="checkbox"/>	Recycling					
<input type="checkbox"/>	Yard Waste					
<input type="checkbox"/>	Bulk Waste					n/a

Technology:

Is real-time data access to jurisdiction included in the services provided? YES NO

Is service verification via RFID included in the services provided? YES NO

Is asset management included in the service provided? YES NO

Performance:

Total Number of Complaints per Contract: _____

Total Number of Complaints Resolved per Contract: _____

Total amount of Administrative Charges/Fees per Contract: _____

Other relevant information: _____

SERVICE TRANSITION HISTORY FORM

Service Transition History Form: *Proposer shall complete and submit this form in Tab 5 providing a complete listing of all transitions of which the Proposer has been a part, including both entering and existing contractor transitions in the State of Florida for the past two (2) years. If Proposer does not have transition experience in Florida, then a nationwide transition performance history should be submitted.*

Proposer is required to provide a self-evaluation of each transition identifying the smoothness of the transition by qualifying the level of service disruption. Since the Franchisee is responsible for providing a smooth transition in service to minimize inconvenience to customers, successful transition experience is important to the County. These forms may be duplicated as needed to ensure a complete history. Any omissions within the service transition history may be cause for disqualification at the County's discretion.

Municipality/County/State: _____ Contact Name/Title: _____ Contact Phone: _____ Contact Email: _____ Contract Included: <i>(check all that apply)</i> Residential <input type="checkbox"/> No. of units: _____ Carted Garbage (automated) <input type="checkbox"/> Carted Recycling (automated) <input type="checkbox"/> Carted Yard Waste (automated) <input type="checkbox"/> Service Verification <input type="checkbox"/> Conducted Cart A&D <input type="checkbox"/>	Date of Transition: _____ Entering Contract <input type="checkbox"/> Exiting Contract <input type="checkbox"/> This transition had minimal service disruption: <input type="checkbox"/> ----- <input type="checkbox"/> ----- <input type="checkbox"/> ----- <input type="checkbox"/> ----- <input type="checkbox"/> Strongly Agree Agree Neutral Disagree Strongly Disagree
--	---

Municipality/County/State: _____ Contact Name/Title: _____ Contact Phone: _____ Contact Email: _____ Contract Included: <i>(check all that apply)</i> Residential <input type="checkbox"/> No. of units: _____ Carted Garbage (automated) <input type="checkbox"/> Carted Recycling (automated) <input type="checkbox"/> Carted Yard Waste (automated) <input type="checkbox"/> Service Verification <input type="checkbox"/> Conducted Cart A&D <input type="checkbox"/>	Date of Transition: _____ Entering Contract <input type="checkbox"/> Exiting Contract <input type="checkbox"/> This transition had minimal service disruption: <input type="checkbox"/> ----- <input type="checkbox"/> ----- <input type="checkbox"/> ----- <input type="checkbox"/> ----- <input type="checkbox"/> Strongly Agree Agree Neutral Disagree Strongly Disagree
--	---

Municipality/County/State: _____ Contact Name/Title: _____ Contact Phone: _____ Contact Email: _____ Contract Included: <i>(check all that apply)</i> Residential <input type="checkbox"/> No. of units: _____ Carted Garbage (automated) <input type="checkbox"/> Carted Recycling (automated) <input type="checkbox"/> Carted Yard Waste (automated) <input type="checkbox"/> Service Verification <input type="checkbox"/> Conducted Cart A&D <input type="checkbox"/>	Date of Transition: _____ Entering Contract <input type="checkbox"/> Exiting Contract <input type="checkbox"/> This transition had minimal service disruption: <input type="checkbox"/> ----- <input type="checkbox"/> ----- <input type="checkbox"/> ----- <input type="checkbox"/> ----- <input type="checkbox"/> Strongly Agree Agree Neutral Disagree Strongly Disagree
--	---

Carted Garbage (automated) Carted Recycling (automated) Carted Yard Waste (automated) Service Verification
Conducted Cart A&D

Service Transition History Continued (Page ____ of ____)

Municipality/County/State: _____

Date of Transition: _____

Contact Name/Title: _____

Entering Contract Exiting Contract

Contact Phone: _____

This transition had minimal service disruption:

Contact Email: _____

Strongly Agree Agree Neutral Disagree Strongly Disagree

Contract Included: *(check all that apply)*

Residential No. of units: _____

Commercial No. of Customers: _____

Carted Garbage (automated) Carted Recycling (automated) Carted Yard Waste (automated) Service Verification
Conducted Cart A&D

Municipality/County/State: _____

Date of Transition: _____

Contact Name/Title: _____

Entering Contract Exiting Contract

Contact Phone: _____

This transition had minimal service disruption:

Contact Email: _____

Strongly Agree Agree Neutral Disagree Strongly Disagree

Contract Included: *(check all that apply)*

Residential No. of units: _____

Commercial No. of Customers: _____

Carted Garbage (automated) Carted Recycling (automated) Carted Yard Waste (automated) Service Verification
Conducted Cart A&D

Municipality/County/State: _____

Date of Transition: _____

Contact Name/Title: _____

Entering Contract Exiting Contract

Contact Phone: _____

This transition had minimal service disruption:

Contact Email: _____

Strongly Agree Agree Neutral Disagree Strongly Disagree

Contract Included: *(check all that apply)*

Residential No. of units: _____

Commercial No. of Customers: _____

Carted Garbage (automated) Carted Recycling (automated) Carted Yard Waste (automated) Service Verification
Conducted Cart A&D

SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2024020
for Solid Waste and Recyclables Collection Services

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

_____ and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person making statement).

(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or who has produced _____ as identification.

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form MUST be submitted with your response)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Firm certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

(1) The Proposer certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date

Financial Proposal Form

As further described in Section II.A. Tab 4, Proposer must download Excel Financial Proposal Form and submit the requested cost information in both an Excel document on the electronic transmittal and printed format within Tab 4 of any printed copies of the Proposal. Any discrepancy between the printed and excel version of the form will be resolved in favor of the excel form. The Financial Proposal Form associated with RFP 2024020 are provided electronically as an Excel spreadsheet, and located with this Request for Proposals on www.demandstar.com and [through the Purchasing Division's Vendor Registry link](#). If the Proposer is unable to download the required document, the Proposer may contact the Purchasing Division for assistance.

To be considered responsive, pricing must be submitted for both the Solid Waste Franchise Area and the Recycling Franchise Area. As defined on the Financial Proposal Form, a six percent (6 percent) Franchise Fee shall be applied for all services under both franchise areas (Residential Solid Waste Collection Service, Residential Recyclables Collection Service, and Commercial Collection Service). Prices shall be for collection only with no disposal fees, other than those identified in the Excel Financial Proposal Form as commercial services that incur a pass-through disposal cost. All unit prices shall be rounded to the nearest cent. If errors are found in calculations, the unit prices shall prevail.

AFFIDAVIT/CERTIFICATION IMMIGRATION LAWS

RFP NO.:

PROJECT NAME: **SOLID WASTE AND RECYCLABLES COLLECTION SERVICES**

THE INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT (SWDD) WILL NOT INTENTIONALLY AWARD SWDD CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

SWDD MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY SWDD.

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

_____ Printed Name	_____ Signature	_____ Title	_____ Date
-----------------------	--------------------	----------------	---------------

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____,

20____, by _____ who has produced _____
(Print or Type Name) (Type of Identification and Number)

as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. *SWDD RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME DURING THE AGREEMENT TERM.*

THIS NOTARIZED DOCUMENT MUST BE RETURNED WITH YOUR SUBMITAL.

ATTACHMENTS

The following Attachments have been included:

- A. Current Fee Schedule
- B. Sample Franchise Agreement
- C. Government Buildings and Facilities List– Commercial Collection Service of Recyclables
- D. ILA with IRS
- E. Map – Solid Waste Franchise Area
- F. Map – Recycling Franchise Area

Attachment A. Current Fee Schedule

Unit Type	FY 2015/16 Rate	FY 2016/17 Rate	FY 2017/18 Rate	FY 2018/19 Rate	FY 2019/20 Rate	FY 2020/21 Rate	FY 2021/22 Rate	FY 2022/23 Rate	FY 2023/24 Rate
Single Family SW Subscription	\$9.68	\$9.68	\$9.83	\$10.01	\$10.14	\$10.14	\$10.44	\$10.75	\$11.16
Single Family SW Universal/mo.*	\$7.73	\$7.73	\$7.85	\$8.00	\$8.10	\$8.10	\$8.34	\$8.59	\$8.92
Single Family Recycling/mo.	\$2.55	\$2.55	\$2.59	\$2.64	\$2.67	\$2.67	\$2.75	\$2.83	\$2.94
Multi Family Recycling/mo.	\$2.04	\$2.04	\$2.07	\$2.11	\$2.14	\$2.14	\$2.20	\$2.27	\$2.36
Commercial Dumpster Service (Fee/Cubic Yard)	\$4.73	\$4.73	\$4.80	\$4.89	\$4.95	\$4.95	\$5.10	\$5.25	\$5.45
Billed Cart Service (Fran. provided Cart)	\$9.46	\$9.46	\$9.60	\$9.78	\$9.91	\$9.91	\$10.21	\$10.52	\$10.92
Container Maintenance (Fee/Month)	\$100.00	\$100.00	\$101.51	\$103.42	\$104.77	\$104.77	\$107.91	\$111.15	\$115.42
15 Yard Open Top (Fee/Pull)	\$155.00	\$155.00	\$157.34	\$160.30	\$162.40	\$162.40	\$167.27	\$172.29	\$178.91
20 Yard Open Top (Fee/Pull)	\$170.00	\$170.00	\$172.57	\$175.81	\$178.11	\$178.11	\$183.45	\$188.95	\$196.21
30 Yard Open Top (Fee/Pull)	\$205.00	\$205.00	\$208.10	\$212.01	\$214.79	\$214.79	\$221.23	\$227.87	\$236.62
40 Yard Open Top (Fee/Pull)	\$235.00	\$235.00	\$238.55	\$243.03	\$246.21	\$246.21	\$253.60	\$261.21	\$271.24
Compactor – 20 cubic yards	\$245.00	\$245.00	\$248.71	\$253.38	\$256.70	\$256.70	\$264.40	\$272.33	\$282.79
Compactor – 30 cubic yards	\$245.00	\$245.00	\$248.71	\$253.38	\$256.70	\$256.70	\$264.40	\$272.33	\$282.79
Compactor – 40 cubic yards	\$245.00	\$245.00	\$248.71	\$253.38	\$256.70	\$256.70	\$264.40	\$272.33	\$282.79
Commercial Compactor (fee/cubic yard)	\$14.19	\$14.19	\$14.40	\$14.67	\$14.86	\$14.86	\$15.31	\$15.77	\$16.38
Exchange Solid Waste Cart	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Additional Solid Waste Cart	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
Reinstate Service Charge	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00

Indian River County Government Buildings and Facilities Recycle Agreement

Effective 10/1/2023

SIZE OF CONTAINER(S)	UNIT COST	Frequency	UNIT SERVICE
64 - gallon	\$ 27.54	1x/Week	per cart
2 cu yd	\$ 44.07	1x/Week	per cont
6 cu yd	\$ 136.61	1x/Week	per cont
8 cu yd	\$ 182.88	1x/Week	per cont
Specialty Service*	\$ 82.63	Each Svc.	per account

Attachment B. Sample Agreement

Attachment C. Government Buildings and Facilities List
Unincorporated County and Town of IRS

ITEM	LOCATION	ADDRESS	Final Count	SIZE OF CONTAINER(S)
1	Sandridge Golf Club	5300 73rd St	9	64-gallon
2	Sandridge Golf Club	5300 73rd St	1	6 cu yd
3	Indian River County Admin Bldg. (Bldg A)	1800 27 TH St	12	64-gallon
4	Indian River County Admin Bldg. (Bldg B)	1801 27 TH St	9	64-gallon
5	North County Library	1001 CR 512	1	2 cu yd
7	IRC Courthouse	2000 16 th Ave	5	64-gallon
8	North IRC Annex, Sebastian Corners Plaza	1921 US Highway 1	1	8 cu yd
9	IRC Health Dept	1900 27 th St	17	64-gallon
10	Elections Office	4375 43 rd Ave	7	64-gallon
12	Facilities Mgmt/Animal Control	4305A & 4305B 43 rd Ave	6	64-gallon
13	Emergency Operations Center (EOC)	4225 43 rd Ave	1	4 cu yd
14	Road & Bridge	4550 41 st St	4	64-gallon
15	Fleet Management	5234 41 st St, Suite A	1	2 cu yd
16	Utility Operations Center	4350 41 st St	7	64-gallon
17	Fire Station #1	1500 Old Dixie Hwy	5	64-gallon
18	Fire Station #2	3301 Bridge Plaza Dr	2	64-gallon
19	Fire Station #3	2900 43rd Ave	5	64-gallon
20	Fire Station #4	1500 9 th St SW	3	64-gallon
21	Fire Station #5	6540 Old Dixie Hwy	3	64-gallon
22	Fire Station #6	101 S A-1-A	2	64-gallon
23	Fire Station #7	1891 90th Ave	5	64-gallon
24	Fire Station #8	1115 Barber St	3	64-gallon
25	Fire Station #9	1640 U S #1	5	64-gallon
26	Fire Station #10	62 North Broadway	5	64-gallon
27	Fire Station #11	2555 93 rd St	2	64-gallon
28	Fire Station #12	3620 49 th St	3	64-gallon
29	Fire Station #13	4330 4th St	5	64-gallon
30	Fire Station #14	6780 26th St	3	64-gallon
31	Fire Station #15	9470 CR512	3	64-gallon
32	IRC Tax Collectors Office	1860 82 nd Ave	6	64-gallon

ITEM	LOCATION	ADDRESS	Final Count	SIZE OF CONTAINER(S)
33	Jackie Robinson Training Complex	3901 26th St	0	64-gallon
34	Jackie Robinson Training Complex	3901 26th St	0	8 cu yd
35	Hobart Soccer Complex	6310 77th St	1	8 cu yd
36	North County Aquatics Center	9450 CR512	8	64-gallon
37	Gifford Aquatics Center	4895 43rd Ave	3	64-gallon
38	Indian River County Fairgrounds	7955 58th Ave	1	8 cu yd
40	Indian River County Parks Division	5500 77th St	1	8 cu yd
41	Indian River County Parks Division	5500 77th St	3	64-gallon
42	IRC South County Park / Intergenerational Facility	1590 9th St SW	21	64-gallon
43	IRC North County Park	9450 CR 512	14	64-gallon
44	IRC Lagoon Greenway **	8th St & Indian River Blvd	2	64-gallon
45	IRC Wabasso Causeway **	3105 Wabasso Bridge	12	64-gallon
46	IRC Gifford Park **	4715 43rd Ave	4	64-gallon
47	Ampersands Beach	12566 Hwy A1A	1	64-gallon
48	Treasure Shores Park *	11300 Hwy A1A	4	64-gallon
49			1	Specialty Service
50	Golden Sands Park *, **	10350 Hwy A1A	6	64-gallon
51			1	Specialty Service
52	Wabasso Beach Park *, **	1820 Wabasso Beach Rd	5	64-gallon
53			1	Specialty Service
54	Seagrape Trail Beach Access	8302 Hwy A1A	1	64-gallon
55	Turtle Trail Beach Access	8102 Hwy A1A		64-gallon
56	Tracking Station Park *, **	800 46th Pl	3	64-gallon
57			1	Specialty Service
58	Round Island Park (Beachside) *, **	2200 S Hwy A1A	7	64-gallon
59			1	Specialty Service
60	Round Island Park (Lagoon side) *, **	2200 S Hwy A1A	3	64-gallon
61			1	Specialty Service

ITEM	LOCATION	ADDRESS	Final Count	SIZE OF CONTAINER(S)
62	Main Library	1600 21st St	1	8 cu yd
64	45th St Dock	45th St. Dock	2	64-gallon
65	Captain Forester	8610 Jungle Trail, Vero Beach, FL 32963	1	64-gallon
66	Dale Wimbrow Park *	11805 Roseland Rd, Roseland	6	64-gallon
67			1	Specialty Service
68	Donald MacDonald Park	12315 Roseland Rd, Sebastian, FL 32958	8	64-gallon
69			1	Specialty Service
70	Grovenor Estates Park	3205 10th ST SW	2	64-gallon
71	Hosie Schumann Park	1760 39th St.	3	64-gallon
72	Hobart Ball Fields **	5790 77th st, VB	5	64-gallon
73			1	Specialty Service
74	Kiwanis Hobart Park	5555 77th st, VB	10	64-gallon
75			1	Specialty Service
76	MLK Park	2880 45th St.	5	64-gallon
77			1	Specialty Service
78	Moore's Point	14510 US Highway 1, Seb	2	64-gallon
79			1	Specialty Service
80	Oslo Dock - 9th Street SE	9th St SE	1	64-gallon
81	Pelican Island Wildlife Refuge	4055 Wildlife Way, Vero Beach, FL 32963	2	64-gallon
82	Roseland Ball Field (Helen Hanson) **	8020 129th Ct, Vero Beach	3	64-gallon
83			1	Specialty Service
84	Roseland Community Park and Community Center	12973 83rd Ave, Roseland	3	64-gallon
85			1	Specialty Service
86	Sebastian Canoe Launch	9800 Canoe Launch Cove, Seb.	2	64-gallon
87	Vero Highlands Park	330 21st Rd SW	2	64-gallon
88	West Wabasso Park - 8900 64th Ave. **	8900 64th Ave	5	64-gallon
89			1	Specialty Service

ITEM	LOCATION	ADDRESS	Final Count	SIZE OF CONTAINER(S)
90	Traffic Division	4548 41st St	2	64-gallon
91	Daisy Hope		2	64-gallon
92	IRC Girls & Boys Little League	3995 18th Street	1	8 cu yd
93				
94	Treasure Coast Homeless	2525 St Lucie Av	1	64-gallon
95	Town of Indian River Shores - Town Hall	6001 Florida A1A, Indian River Shores FL 32963	6	64-gallon
96	Town of Indian River Shores - Emergency Services	6001 Florida A1A, Indian River Shores FL 32963	4	64-gallon
97	Town of Indian River Shores - Beachcomber Beach Access	990 Beachcomber Lane, Indian River Shores FL 32963	1	64-gallon
	TOTAL		336	
	<i>* Specialty Service - Empty Containers at Multiple Locations</i>			
	<i>** Current Locked Cart Locations</i>			
			# OF CONTAINERS/ Specialty Service	SIZE OF CONTAINER(S)
			311	64-gallon
			2	2 cu yd
			1	4 cu yd
			1	6 cu yd
			6	8 cu yd
			15	Specialty Service
			336	Total

Attachment D. Inter-Local Agreement with Town of Indian River Shores

INTERLOCAL AGREEMENT

This Agreement, entered into this 29 day of August 2023, by and between the Town of Indian River Shores (hereinafter referred to as the TOWN) and Indian River County, Solid Waste Disposal District (hereinafter referred to as the SWDD).

WHEREAS, Florida Statute 403.706(1) gives the governing body of a county the responsibility and power to provide for the operation of solid waste disposal facilities to meet the needs of all incorporated and unincorporated areas of the county; and

WHEREAS, the TOWN voluntarily joined the SWDD on December 10, 1987 in accordance with County Ordinance No. 87-67 adopted by the Indian River County Board of County Commissioners for the creation of SWDD on December 22, 1987; and

WHEREAS, SWDD, a dependent special district, was created for the purpose of providing an efficient and acceptable means for the disposal of solid waste generated by the residents of Indian River County; and

WHEREAS, the TOWN currently has an agreement with the TOWN's own independent and exclusive solid waste and recycling franchise collector for service within the municipal limits of the TOWN; and

WHEREAS, it is the goal of the TOWN to participate with SWDD in the next procurement process for solid waste and recycling hauling services, herein after "Franchise Agreement"; and

WHEREAS, it is the intent of the TOWN and SWDD to terminate the provisions of the current Interlocal Agreement, dated August 14, 2018 and the current Memorandum of Understanding, dated August 14, 2018, upon commencement of the next SWDD Franchise Agreement; and

WHEREAS, it is the intent of the TOWN to be bound by the procurement decision of SWDD so that SWDD's franchise hauler would provide both the recycling and solid waste collection to the TOWN, in the same manner as is provided in the unincorporated areas of Indian River County; and

WHEREAS, the TOWN understands that if SWDD collects payment for solid waste services through an assessment on the tax bill, the TOWN would separately contract with the Tax Collector and Property Appraiser for the collection of such assessments applied within the municipal limits of the TOWN,

NOW THEREFORE, the SWDD and the TOWN hereto mutually agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. This Agreement shall be effective from the date it is filed with the Clerk of the Circuit Court of Indian River County and shall remain in effect, until modified by a written subsequent agreement.

3. The Interlocal Agreement, dated August 14, 2018 and the Memorandum of Understanding, dated August 14, 2018, shall automatically terminate upon commencement of the next SWDD Franchise Agreement.
4. The TOWN shall be bound by the procurement decision of SWDD for the award of the next Franchise Agreement, so that SWDD's franchise hauler would provide both the recycling and solid waste collection within the municipal limits of the TOWN in the same manner as is provided in the unincorporated areas of Indian River County.
5. As the TOWN will be bound by the SWDD award, as set forth in section 4 above, the TOWN shall be entitled to, but not required to have one representative, who is a staff member of the TOWN, as part of the selection committee designated by the County Administrator, that reviews the proposals submitted as part of the procurement process for determining the next solid waste and recycling hauler.
6. If SWDD determines that the payments for the solid waste and recycling hauling services in the unincorporated areas will be collected on the tax bill, the TOWN will be responsible for separately contracting with the Tax Collector and Property Appraiser for the collection of such assessments applied within the municipal limits of the TOWN.
7. SWDD will be solely responsible for the enforcement and administration of the next Franchise Agreement in the unincorporated areas of Indian River County and within the municipal limits of the TOWN and recycling hauling in all of Indian River County. This includes, but is not limited to, compliance with the Franchise Agreement, issuance of any administrative charges or liquidated damages are imposed on such hauler and monitoring of compliance with contractual terms.
8. The initial term of the Franchise Agreement shall be 5 years with the right to renew the Franchise Agreement, at the sole option of SWDD, for an additional 3 years and a final right to renew, upon mutual consent of both SWDD and the selected Franchisee, for a final 2 year term. The SWDD, in its sole discretion, shall decide whether to renew the Franchise Agreement. The TOWN agrees to be bound by this decision.
9. In the event that the TOWN wishes to terminate its participation in this Interlocal Agreement and the Franchise Agreement, the TOWN shall abide by the termination provisions set forth in the Franchise Agreement. If the TOWN chooses any other method of termination of this Interlocal Agreement or the Franchise Agreement, the TOWN agrees to indemnify and defend protect and hold harmless SWDD in any resulting litigation that arises from the termination, including but not limited to attorney's fees, costs, penalties and any and all types of damages.
10. Any notice that may be extended by one party to the other pursuant to or as a result of this Agreement shall be extended by regular, first class, United States mail, postage prepaid or by hand delivery as follows:

To the TOWN:

Town Manager
6001 North A1A
Indian River Shores, FL 32963

To the SWDD:

County Administrator
Solid Waste Disposal District
1801 27th Street
Vero Beach, FL 32960

Either party to this Agreement may unilaterally redesignate the address of or person to whom notice is to be directed by giving notice to all other parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year first above written.

Attest:
Ryan L. Butler, Clerk of Court and
Comptroller

By:


Deputy Clerk

**Solid Waste Disposal District
Indian River County, Florida**

By:


Joseph H. Earman, Chairman



Date Approved by SWDD: August 29, 2023

Approved By:

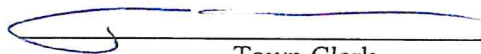

John A. Titkanich, Jr., County Administrator

**Approved as to Form and Legal
Sufficiency By:**


William K. DeBraul, County Attorney

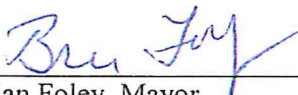
Attest:
Janice Rutan, Town Clerk

By:


Town Clerk

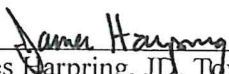
Town of Indian River Shores

By:

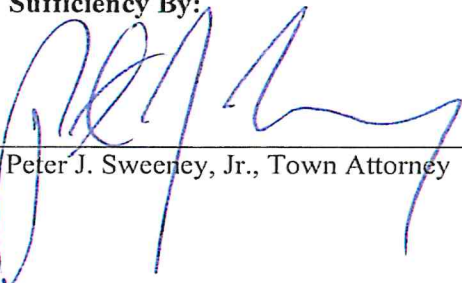

Brian Foley, Mayor

Date Approved:

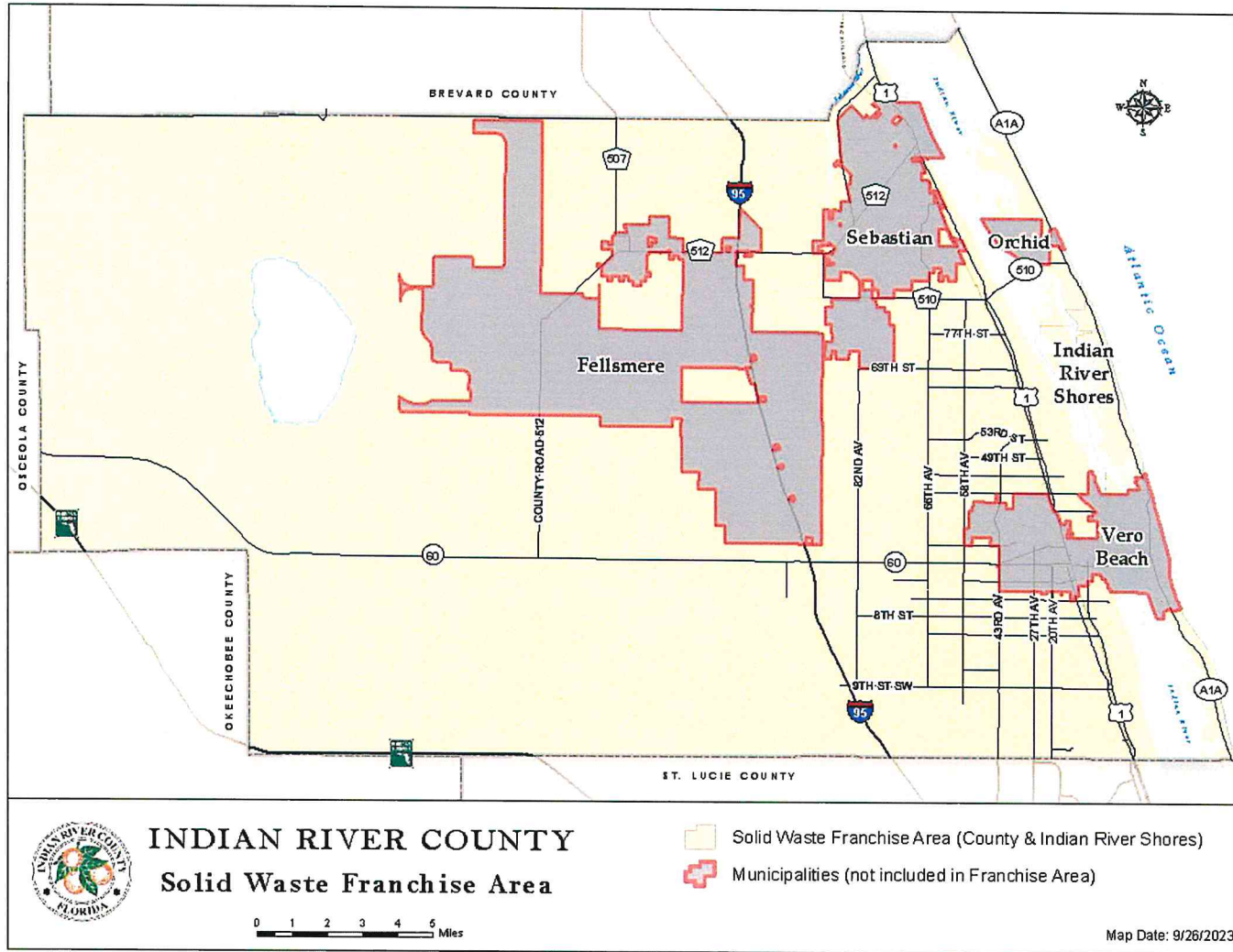
Approved By:


James Harpring, Jr., Town Manager

**Approved as to Form and Legal
Sufficiency By:**

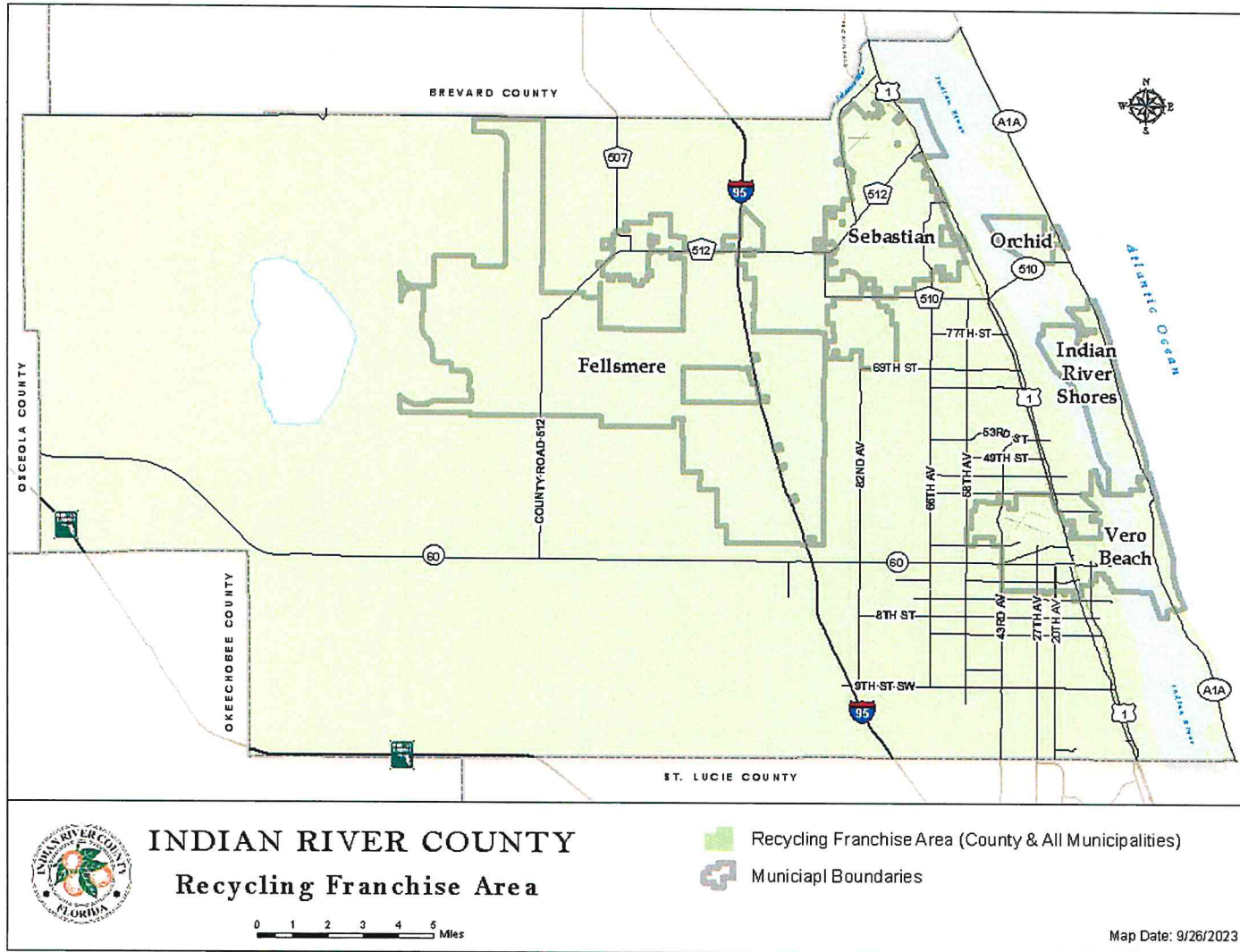

Peter J. Sweeney, Jr., Town Attorney

Attachment E. New Solid Waste Franchise Area Map



Path: U:\Projects\SolidWaste\DD2023_0926_SolidWaste_FranchiseArea_Map_proposed\SWDD_Solid_Waste_Franchise_Area_proposed_8x11_2.mxd

Attachment F. Recycling Franchise Area Map



Path: U:\Projects\SolidWaste\DA2023_0925_Recycling_FranchiseArea_Map\SWDD_Recycling_Franchise_Area_8x11.mxd

**City Council
Agenda Request Form**

Meeting Date: June 6, 2024

Agenda Item No. 13(f)

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing

- RESOLUTION
- DISCUSSION

ORDINANCE ON FIRST READING

BID/RFP AWARD

GENERAL APPROVAL OF ITEM

CONSENT AGENDA

Other:

SUBJECT: City Clerk Yearly Review

RECOMMENDED MOTION/ACTION: Discussion

Approved by City Manager Maura Mattheis **Date:** 5-30-24

Originating Department:	Costs: \$ Funding Source: Acct. #	Attachments: None
Department Review: <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes _____ or Not applicable in this case <input checked="" type="checkbox"/> : Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Wednesday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Wednesday deadline.

Summary Explanation/Background:

As required by the employment agreement with the City Clerk, this is the opportunity to provide comments related to the job performance. Areas needing improvement as well as those found satisfactory are to be shared. The review also allows for compensation discussions.

RESOLUTION NO. 2024-63

A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA CALLING FOR A SPECIAL ELECTION IN THE CITY OF FELLSMERE FOR AUGUST 20, 2024; STATING WHERE THE ELECTION SHALL BE HELD, NAMING THE OFFICE TO BE FILLED; CAUSING THE NOTICE OF SPECIAL ELECTION TO BE PUBLISHED IN ACCORDANCE WITH FLORIDA LAW; ESTABLISHMENT OF A QUALIFYING PERIOD; DELEGATING ADMINISTRATION OF THE SPECIAL ELECTION IN MATTERS RELATING TO VOTERS, VOTING METHODS, PROCEDURES AND CANVASSING TO THE SUPERVISOR OF ELECTIONS FOR INDIAN RIVER COUNTY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Council Member Renick has submitted his resignation as a member of the City Council of the City of Fellsmere effective June 3, 2024;

WHEREAS, Section 6.03 of the Charter of the City of Fellsmere, Indian River County, Florida requires that when a vacancy in elective office occurs due to a resignation, a special municipal elective be held for the purpose of electing a replacement elective officer; and

WHEREAS, in accordance with Section 6.03 of the Charter of the City of Fellsmere, Indian River County, Florida, a special municipal election shall be called by Proclamation by the Mayor; and

WHEREAS, the current term of Council Member Gerald Renick is scheduled to expire in November 2025.

WHEREAS, the Mayor by Proclamation, has called a special election to be held on August 20, 2024 to replace Gerald Renick due to his resignation from office.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fellsmere, Indian River County, Florida, as follows:

SECTION 1. Calling Election. The City Council of the City of Fellsmere, hereby calls a Special Election to be held on Tuesday, August 20, 2024.

SECTION 2. Polling Place. The August 20, 2024, Special Election shall be held at Indian River County Precinct 2 with locations as designated by the Indian River County Supervisor of Elections.

SECTION 3. Office to be Filled. One (1) Council member position expiring in November 2025 shall be filled at said Special Election for the remaining balance of the two (2) year term, previously held by Gerald Renick.

SECTION 4. Notice. The City Clerk is hereby directed to cause notice of this Special Election to be published in accordance with Florida Law.

SECTION 5. Qualifying Period Qualifying period shall start on Friday, June 7th, 2024 at 8:30am and end at 12:00 noon, Friday, June 14, 2024.

SECTION 6. Administration. City Council hereby requests that the Indian River County Supervisor of Elections administer said Special Election in matters relating to registration of electors, voting methods, procedures and canvassing and hereby delegates the conduct of such election to said officer and further authorizes payment to the Supervisor of Elections to reimburse the costs of the Special Election. All matters relating to candidate qualifying and reporting and election advertising will be administered by the City Clerk.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

SECTION 8. Effective date. This Resolution shall take effect immediately upon its adoption.

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

Mayor Joel Tyson	_____
Council Member Fernando Herrera	_____
Council Member Inocensia Hernandez	_____
Council Member Jessica Salgado	_____
Vacant	_____

The Mayor there upon declared this Resolution duly passed and adopted this _____ day of June 2024.

CITY OF FELLSMERE, FLORIDA

Joel Tyson, Mayor

ATTEST:

Maria F. Suarez-Sanchez, CMC, City Clerk

(S E A L)