

Meeting Date
09/01/2015



AGENDA	
Section	CONSENT
Item No.	II.B.2

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Interlocal Agreement with the City of Titusville, Re: Transit Shelters and Benches
DEPT/OFFICE:	Community Services Group / Transit Services Department

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chairman to sign an Interlocal Agreement with the City of Titusville for the purpose of providing Bus/Transit Shelters and Benches within the City limits.

Summary Explanation & Background:

The City of Titusville has requested that bus shelters and benches be placed within the city limits. Space Coast Area Transit has funding for Transit Enhancement projects in its existing Federal Capital Grants, of which, bus shelters, bus benches and bus stop signage is the major component. Each year, Space Coast Area Transit must allocate at least 1% of the Federal Fund Obligation to Transit Enhancements. Cleaning and upkeep of bus stop shelters and benches is not an eligible Federal Capital project, therefore, Space Coast Area Transit is in the position to purchase and install bus shelters and benches and will form a partnership with the City for maintenance of the bus shelters and benches.

The Americans with Disabilities Act (ADA) Assessment and Inventory Study is complete and Space Coast Area Transit staff has reviewed each bus stop on two of the three bus routes in Titusville. Many stops will require upgrading to ADA requirements; this agreement will allow the stops in the agreement to become ADA compliant.

Once the Agreement is signed, staff will meet with Titusville officials to determine which stops will receive benches or shelters and develop a preliminary budget. A bench with proper pad and path will cost \$2,000 to \$4,000, depending on closeness of sidewalks and drainage issues. A basic bus shelter costs \$5,000 to \$6,000 and installation can cost \$5,000 to \$15,000 depending on sidewalk and drainage issues.

Space Coast Area Transit has similar agreements with the City of Cape Canaveral, City of Cocoa Beach, City of Melbourne, City of Palm Bay, City of West Melbourne and Eastern Florida State College (EFSC) forming partnerships in which Space Coast Area Transit purchases and pays for the shelter and bench installations and the City/College pays for the upkeep and non-capital repairs.

The Titusville City Council approved the Agreement with the County at their July 14, 2015, Council meeting.

Fiscal Impact Analysis:	Business Area	Amount	Description
FY 2015-2016	4136	\$ TBD	Federal Transit Administration Stimulus Funding and Capital Grants

Name: Jim Liesenfelt, Transit Services Director
Phone: 635-7815 ext. 601

Exhibits Attached: (2) Bus/Transit Shelter and Bench Interlocal Agreement; Listing of current bus stops in Titusville; Titusville City Council Summary of Action from July 14, 2015 Meeting

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Deputy County Manager	Department Director / Extension James P. Liesenfelt, Transit Services Director Jim.Liesenfelt@brevardcounty.us (321) 635-7815 ext. 601					
Stockton Whitten	Assistant County Manager Venetta Valdengo						



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

September 2, 2015

MEMORANDUM

TO: James Liesenfelt, Transit Services Director

RE: Item II.B.2., Interlocal Agreement with City of Titusville for Transit Shelters and Benches

The Board of County Commissioners, in regular session on September 1, 2015, executed Interlocal Agreement with City of Titusville for the purpose of providing Bus/Transit Shelters and Benches within the City limits. Enclosed are two executed Interlocal Agreements.

Upon execution by the City of Titusville, please forward a fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

✓ Tammy Etheridge, Deputy Clerk

Encls. (2)

cc: Commissioner Fisher
Contracts Administration
Finance
Budget

BUS/TRANSIT SHELTER AND BENCH INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of September, 2015, by and between the **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the **CITY OF TITUSVILLE, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the County has the authority to provide written authorization to a qualified entity for installing and operating TRANSIT SHELTERS or BENCHES for the comfort and convenience to the general public, or at designated stops on official bus routes pursuant to Section 337.408, Florida Statute (2014); and

WHEREAS, the County desires to enter into an Agreement with the City to install and maintain TRANSIT SHELTERS or BENCHES; and

WHEREAS, the City has secured property and locations for TRANSIT SHELTERS or BENCHES for use within the City of Titusville in compliance with rules set forth in Florida Administrative Code (2014); and

WHEREAS, this Agreement was approved with authority of the Chairman to execute the same by the Board of County Commissioners of Brevard County, Florida at a meeting, on this 1st day of September, 2015; and

WHEREAS, this Agreement was approved by the Titusville City Council at a duly called meeting on the 14th day of July, 2015,

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

SECTION 1. PURCHASING AND LOCATION: By no later than September 30, 2016, the County hereby agrees to provide TRANSIT SHELTERS or BENCHES for locations at specifically agreed upon and designated stops on official bus routes within the City as identified in Attachment "A". Purchasing of these TRANSIT SHELTERS and BENCHES by the County (Space Coast Area Transit) will be in accordance with Federal Grant and County purchasing guidelines.

SECTION 2. SHELTER/BENCH DESIGN, MAINTENANCE: TRANSIT SHELTER and BENCH size, shape, and configuration and specific location of each and every shelter and bench shall be subject to approval by the County. Approved design will be based upon mutually agreed upon requirements and specifications identified by the County and City. Design, plans and specifications for, and erection of shelters shall be in accordance with provisions outlined under Chapter 14-20, *Florida Administrative Code (FAC) and Sections 337.408 and 337.409, of the Florida Statutes*. Except as provided in Section 7 hereof, the City agrees to provide general cleaning, maintenance and trash removal for the

TRANSIT SHELTERS and BUS BENCHES, including labor costs associated with repair of items located on the TRANSIT SHELTER and BENCH. The County agrees to provide repair parts and materials to the City for necessary repairs to TRANSIT SHELTERS and BENCHES. The City shall post a contact number on or about the shelter for citizens to contact the City for cleanliness issues.

SECTION 3. SHELTER/BENCHES INSTALLATION: The City shall be responsible for the installation of the TRANSIT SHELTERS and BENCHES and comply with all applicable state, federal, and local laws, ordinances, rules and regulations in the construction, erection, installation and maintenance of the TRANSIT SHELTERS and BENCHES, including without limitation, permitting. Installation is inclusive of all site planning, the pouring of concrete or pavement slabs for the purpose of providing a foundation for the TRANSIT SHELTERS and BENCHES and construction of the TRANSIT SHELTER and BENCHES, in accordance with the shelter vendor's installation specifications.

The City will invoice the County (Space Coast Area Transit) for costs associated with assembly, construction, erection and installation (including permitting) of the Transit Shelter and Benches in accordance with price estimates established for each TRANSIT SHELTER and BENCH location, as identified in Attachment "B". Notwithstanding the Attachment "B" price estimates, said estimates are approximations of cost only and shall not provide binding amounts; provided, that in no event shall the total cost for installation sought to be reimbursed exceed by 30% the total estimated cost for installation.

SECTION 4. TERM AND USE: Each and every TRANSIT SHELTER and BENCH installed and operated under this Agreement within the City shall be available to use by the general public on a gratis basis; provided, that the City may install devices that restrict sleeping in or on shelters, preclude the use of shelters by the general public during certain hours of the day, number of times per day, or when the shelters are in need of or under repair. The term of this Agreement is for an initial period of five (5) years, terminating on September 30, 2020, unless otherwise extended. Either party may terminate this Agreement for any reason. In the event either party elects to terminate this Agreement, the terminating party shall give written notice of termination at least sixty (60) days prior to desired termination. It is mutually agreed upon by the City and County that the display cases located on the TRANSIT SHELTERS will not be utilized for paid or sponsored advertisement, but for public service message material, as mutually authorized by both parties. There shall be no advertising on BENCHES. Messages on TRANSIT SHELTERS shall not exceed 18" in size, 2 in number, and shall not be placed or created in such a way as to distract motor vehicular traffic. Authority to approve public service messages is hereby delegated to the County Manager and City Manager.

In the event of Agreement termination, the County (Space Coast Area Transit) will be responsible for the costs associated with the removal of the

TRANSIT SHELTER structure and BENCHES. If deemed necessary, by the City that the concrete pad or electrical connections or pavement be removed, costs associated with removal of the TRANSIT SHELTER concrete pad or pavement and electrical connection will be equally shared between the City and County. In the event the designated bus stop where the TRANSIT SHELTER or BENCH is located is eliminated as part of the official bus route, or if the Department of Transportation mandates removal, the TRANSIT SHELTER or BENCH, including the concrete pad, electrical connections and pavement, shall be removed by the County (Space Coast Area Transit), and any costs directly related to said removal shall be the responsibility of the County.

SECTION 5. SIGNAGE: Signs, messages, and advertising in any form shall be prohibited on all TRANSIT SHELTERS and BENCHES, unless otherwise authorized by this agreement or the City Code. However, even if otherwise authorized, said signs, messages, and advertising shall be approved by both the County Manager and City Manager.

SECTION 6. UTILITIES: The City agrees to pay all reasonable charges for the electrical utility lighting costs for the TRANSIT SHELTERS listed in Attachment "A".

SECTION 7. DAMAGE: The County agrees to repair, replace, and/or reimburse the City for any and all damages caused to property and equipment owned by the City and resulting primarily from the action of County employees. The County shall cause such repair, replacement and/or reimbursement to occur within a reasonable amount of time thereby affording no undue hardship to the City.

The City agrees to repair, replace, and/or reimburse the County for any and all damages caused to property and equipment owned by the County and resulting primarily from the action of City employees. The City shall cause such repair, replacement and/or reimbursement to occur within a reasonable amount of time thereby affording no undue hardship to the County.

SECTION 8. ATTORNEY'S FEES AND COSTS: In the event of any litigation between the parties arising out of this contract, each party will bear its own attorney's fees and costs.

SECTION 9. SEVERABILITY: If any section, paragraph, sentence, clause, phrase, or word of this Agreement is, for any reason held by a Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Agreement.

SECTION 10. HOLD HARMLESS/INDEMNIFICATION: The City, to the extent permitted by law, agrees to fully indemnify, defend, and hold the County, its officers, agents, and employees harmless against any claims for bodily injury,

sickness, disease death or personal injury, or damage to property or loss of use resulting there from, including attorney's fees and court costs, arising out of this Agreement, or any services provided by the City pursuant to this Agreement, if such claims are as a result of the City's sole negligence.

The County, to the extent permitted by law, agrees to fully indemnify, defend, and hold the City, its officers, agents, and employees harmless against any claims for bodily injury, sickness, disease death or personal injury, or damage to property or loss of use resulting there from, including attorney's fees and court costs, arising out of this Agreement, or any services provided by the County pursuant to this Agreement, if such claims are as a result of the County's sole negligence.

In agreeing to this provision neither party intends to waive any defense or limited of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge specific consideration has been exchanged for this hold harmless/indemnification provision.

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the parties' right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the parties' potential liability under state or federal law. As such, the parties' shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the parties' shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State of its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000). This paragraph shall survive termination of this Agreement.

SECTION 11. EFFECTIVE DATE: This Agreement shall be effective upon signing of both parties.

SECTION 12. JURISDICTION, VENUE, AND CHOICE OF LAW: All questions pertaining to the validity and interpretations of the Agreement shall be determined in accordance with the Laws of the State of Florida. Any legal action by either party against the other concerning the Agreement shall be filed in Brevard County, Florida, which shall be deemed proper jurisdiction and venue for the action, or if in Federal Court, in the U.S. District Court for the Middle District of Florida. In any litigation, the parties agree to waive any right that may exist to a jury trial and any trial shall be non-jury.

SECTION 13. AUDITING, RECORDS AND INSPECTIONS: In the performance of this Agreement, the City and County shall keep books, records

and account of all activities related to the Agreement, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by authorized representatives of both entities for a period of three (3) years (365 days = one year) after termination of this Agreement. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

SECTION 14. ENTIRE AGREEMENT: This Agreement, including the exhibits, riders and/or addenda, if any attached hereto, sets forth the entire Agreement between the parties. This Agreement shall not be modified except in writing and executed by all parties. This Agreement was negotiated by both parties hereto. Consequently, no provision shall be more harshly interpreted against either party hereto as drafter of this Agreement.

SECTION 15. NOTIFICATION: Notification should be sent to the following personnel and addresses:

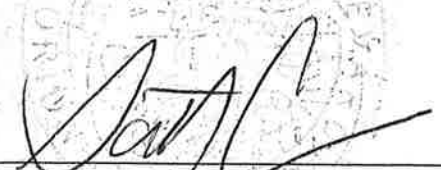
City of Titusville
555 S. Washington Ave
Titusville, FL 32796

James P. Liesenfelt, Transit Director
Space Coast Area Transit
401 S. Varr Avenue
Cocoa, FL 32922

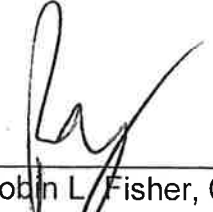
INWITNESS WHEREOF, the party has hereto set their hands and seals the day and year first above written.

ATTEST:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
a political subdivision of the State of Florida

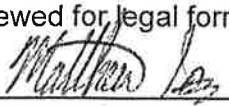
BY: 

Scott Ellis, Clerk

BY: 

Robin L. Fisher, Chairman

As approved by the Board on SEP 01 2015

Reviewed for legal format and Content
By:  6/29/15

Matthew Soss, Asst. Co. Atty. - Date

ATTEST:

CITY OF TITUSVILLE,
a Florida Municipal Corporation

BY: _____

BY: _____

ATTACHMENT "A"
Possible TRANSIT SHELTER and BENCH Locations



ATTACHMENT "B"

TRANSIT SHELTER and BENCH Cost Estimates

Benches:

Typical Bench	\$ 1,500
Assembly, Construction, and Installation including Permitting	\$ 1,500

Transit Shelters:

Typical Shelter	\$ 6,000
Construction, Erection and Installation including Permitting	\$ 6,000

Notwithstanding the Attachment "B" price estimates, said estimates are approximations of cost only and shall not provide binding amounts; provided, that in no event shall the total cost for installation sought to be reimbursed exceed by 30% the total estimated cost for installation.

City Council Regular-July 14, 2015 (6:30 p.m.)

Accept the Planning and Zoning Commission's Semi-Annual Report as written.

Accepted semi-annual report as written.

B. North Brevard Commission on Parks and Recreation

Accept the resignation of Regular Member Barry Gainer from the North Brevard Commission on Parks and Recreation with a term to expire on August 31, 2015. The resignation was effective on June 11, 2015. Appoint Nitin (Sunny) Aggarwal as a regular member for an unexpired term to expire on August 31, 2015.

Accepted resignation as requested and appointed Nitin (Sunny) Aggarwal as a regular member for an unexpired term to expire on August 31, 2015.

C. Historic Preservation Board

Approve the Historic Preservation Board's Semi-Annual report as written.

Approved semi-annual report as written.

7. PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT (OPEN FORUM)

Pete Petyk expressed concern regarding bicycle lanes for bicycle utility riders and recommended changes to the Comprehensive Plan. He also expressed concern on the outstanding code violation liens on the property located on Grannis Avenue in which Mr. Joe Robinson, Executive Director of North Brevard Charities, is currently working to turn the property into a homeless shelter. Council supported City Attorney Broome working with Mr. Robinson to determine how to assist him with the said fines. In addition, Member Long requested Mr. Petyk complete an application to serve on the Downtown Mobility Committee.

Kathleen Burson requested Council reconsider providing staff with an advisability to research pergola structures. Council supported her request.

8. CONSENT AGENDA

A. Advisability to Amend Industrial Development Regulations

Approve the advisability to amend the Industrial Development Regulations as recommended.

Approved in accordance with recommendations.

B. Bus/Transit Shelter and Bench Interlocal Agreement with Brevard County

Approve the Bus/Transit Shelter and Bench Interlocal Agreement with Brevard County and authorize the Mayor to execute, subject to final review by the City Attorney.

Approved in accordance with recommendations.

C. Lease Agreement at Harry T. Moore Social Service Center with RAMPART Group, Inc. d/b/a Senior Care Brevard

City Council Regular-July 14, 2015 (6:30 p.m.)

Authorize lease agreement with RAMPART Group, Inc. d/b/a Senior Care Brevard, for office space at the Harry T. Moore Social Service Center, based upon review and approval by the City Attorney.

Approved in accordance with recommendations.

D. Advisability to Amend the Industrial (Light Industrial Services and Warehousing (M-1) and Industrial (M-2)) Zoning Districts

Approve advisability to amend the Industrial (M-1 and M-2) zoning classifications to allow restaurant with craft brewery.

Approved in accordance with recommendations.

E. Appropriate Federal Forfeiture Fund Dollars-Special Investigative Funds

Appropriate and approve use of \$20,000 in Federal Forfeiture Funds to be used for the purpose of criminal and special investigative expenses and approve attached budget amendment form.

Approved in accordance with recommendations.

F. Appropriate Federal Forfeiture Funds

Appropriate and approve \$30,550 in Federal Forfeiture Funds to purchase two (2) Stalker Brand digital roadside message centers with trailers at \$15,275 each; Appropriate and approve \$13,754 in Federal Forfeiture Funds to purchase two (2) Stalker Brand SAM mobile speed enforcement signs at \$6,877 each; Appropriate and approve \$4,000 in Federal Forfeiture Funds to purchase crime prevention materials to promote various services we support. Approve the attached budget amendments.

Approved in accordance with recommendations.

G. 2015-2016 Local JAG Grant Approval to Submit Application

Approve submission of application and receipt of funds in the amount of \$20,416.

Approved in accordance with recommendations.

H. Housing Rehabilitation Programs Annual Roofing Agreement

Approve the agreement for roofing work provided through the Housing Rehabilitation and Emergency Repair Programs under the Neighborhood Services Department, and authorize the Mayor to execute the agreement.

Approved in accordance with recommendations.

I. Purchase of Code Enforcement Pickup Trucks

Approve the purchase of four (4) 1/2 Ton 4x2 Pickup Trucks from Garber Chevrolet Buick GMC Truck of Green Cove Springs, FL in the amount of \$85,538.20.

Approved in accordance with recommendations.

J. Approve Award Bid #15-B-029 for the Purchase of Various Pickup Trucks

Approve the purchase of three (3) 1/2 Ton Extended Cab 4x2 Pickup Trucks, one (1) 1/2 Ton Regular Cab 4x2 Pickup Truck, and two (2) 3/4 Ton Extended Cab 4x4 Pickup Trucks with Reading Utility Body from Ron Norris Ford of Titusville, FL in the amount of \$158,625.92; and one (1) 17,501 LB GVW Cab & Chassis (Dual Rear Wheel) 4x2 with Knaphiede Platform Body from Duval Ford of Jacksonville, FL in the amount of \$42,421.00. Additionally, approve the attached budget amendments to provide the additional funds necessary for these purchases.

Approved in accordance with recommendations.

K. Refunding of 2005 Riverfront Acquisition Bonds

Council authorize staff to proceed with the Request for Proposal (RFP) to refinance the existing Riverfront Acquisition Bonds at a lower interest rate and authorize staff to acquire the necessary bond counsel. This action will result in an average annual savings of approximately \$55,000 per year. Total savings will be in excess of \$490,000 over the remaining life of the bond.

Approved in accordance with recommendations.

L. Advisability for Railroad Quiet Zone Establishment

Provide staff approval to review the data necessary for the establishment of a Railroad Quiet Zone and for staff to report back in August on the findings.

Denied.

9. ORDINANCES – SECOND READING, PUBLIC HEARING AND RELATED ACTION

A. Ordinance No. 18-2015 Amending the Text of the Regional Mixed Use (RMU) Zoning District

Conduct first public hearing and first reading of Ordinance No. 18-2015 Amending the Code of Ordinances by amending the permitted, conditional, accessory and prohibited uses, maximum densities, height, yard and area requirements and master plan approval procedures in the regional mixed use zoning district; by amending Section 59-780 "Purpose and Intent"; amending Section 59-781 "Permitted Principal and Conditional Uses"; amending Section 59-782 "Accessory Uses"; amending Section 59-783 "Conditional Uses"; amending Section 59-784 "Prohibited Uses"; amending Section 59-785 "Maximum Density"; amending Section 59-786 "Height, Yard and Area Requirements"; and amending Section 59-788 "General Provisions" relating to Master Plan approval procedures; providing for severability; repeal of conflicting ordinances; effective date and for incorporation into the code. **(This is the first reading and first public hearing. The second reading and final public hearing is scheduled for the regular City Council meeting on July 28, 2015.) (This item was tabled at the regular City Council meeting on May 26, 2015.)**

This was the first reading and first public hearing. The second and final public hearing was scheduled for the regular City Council meeting on July 28, 2015 at 6:30 p.m.

City Council Regular-July 14, 2015 (6:30 p.m.)

B. Ordinance No. 24-2015 Allowing for an Ad Valorem Tax Abatement to Project Landmark - Lockheed Martin

Conduct second reading and public hearing of Ordinance No. 24-2015 allowing for an Ad Valorem Tax Abatement to Project Landmark - Lockheed Martin; specifying the items exempted; and providing for an expiration date for the exemption. This is for improvements and renovations to the facility located at 1515 Chaffee Drive, Titusville, Florida.

Approved as recommended.

Second Reading, Public Hearing and Related Action (Quasi-judicial) THE FOLLOWING ITEMS ARE SUBJECT TO QUASI-JUDICIAL RULES OF PROCEDURE. ANYONE WISHING TO SPEAK ON AN ITEM MUST FIRST COMPLETE AN AGENDA SIGN-UP CARD AND SIGN THE OATH CONTAINED THEREON. THOSE SPEAKING IN FAVOR OF A REQUEST WILL BE HEARD FIRST. IF YOU HAVE PHOTOGRAPHS, SKETCHES, OR DOCUMENTS THAT YOU DESIRE FOR CITY COUNCIL TO CONSIDER, THEY MUST BE SUBMITTED INTO EVIDENCE AND WILL BE RETAINED BY THE CITY. SUBMIT THESE EXHIBITS TO THE CITY CLERK.

C. Rezoning No. 4-2015 Regional Mixed Use (RMU) – Antigua Bay (formerly Sandy Pointe)

Conduct first reading and first public hearing of Ordinance No. 19-2015 related to Rezoning application No. 4-2015 amending the zoning map made a part of said ordinance by reference by changing property located northeast of the intersection of U.S. Highway One and Columbia Boulevard State Road 405, from its present RMU-100/or, RMU-100/RMU, RMU-200/R-1c, RMU-200/R-1b&R-1a, RMU-200/R-1b, RMU-300/R-2, RMU-300/CBD, RMU-400/RC, RMU-400/CBD and RMU-400/CM zoning classifications to Regional Mixed Use (RMU) zoning classification. **(This is the first reading and first public hearing. The second reading and final public hearing is scheduled for the regular City Council meeting on July 28, 2015.)**

This was the first reading and first public hearing. The second and final public hearing was scheduled for the regular City Council meeting on July 28, 2015 at 6:30 p.m.

10. ORDINANCES-FIRST READING

A. Ordinance No. 25-2015 Amending the Single Family High Density (R-1C) Zoning District

Conduct first reading of Ordinance No. 25-2015 Amending the City's Land Development Regulations by amending Chapter 59 "Zoning", Article III "Residential Districts", Division 6 "Single Family High Density (R-1c)", Section 59-126 "Height, Yard and Area Requirements" relating to front yard setbacks; providing for severability, repeal of conflicting ordinances, an effective date and incorporation into the code.

Read by title only. The public hearing was scheduled for the regular City Council meeting on July 28, 2015 at 6:30 p.m.

11. OLD BUSINESS

12. NEW BUSINESS

A. Report on Golf Course Redevelopment Issues and Case Studies

Accept the report on Golf Course Redevelopment issues and provide comments as to issues to be considered, if desired.

Council made no objections to the presentation. Mayor Tulley requested that trails be included in the redevelopment issues. Member Long requested staff consider any new development and how to accommodate the trails.

13. PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT (OPEN FORUM)

No action.

14. MAYOR AND COUNCIL REPORTS

A. Mayor's Report

Attached is the Mayor's Report.

Mayor Tulley submitted his written report.

Member Barringer expressed concern of the homelessness in the community. Council discussed this concern. Member Long recommended developing a list of organizations that are involved in assisting the homeless people of the community to determine what was needed.

Member Pritchett expressed concern regarding slick paint at the skate park that could cause injuries and asked if this concern can be presented to the North Brevard Commission on Parks and Recreation. Member Long requested Council Representative Walt Johnson bring this up at their next meeting.

15. CITY MANAGER'S REPORT

A. City Manager's Report

Attached is City Manager's Report.

City Manager Larese submitted his written report.

Council rescheduled the first budget public hearing date from August 18, 2015 at 5:30 p.m. to September 9, 2015 at 5:30 p.m.

Council approved the FY 16 Legislative Priorities to be submitted to the Space Coast League of Cities prior to August 1, 2015 with the following changes to the order of priority: 1. Restoration of Indian River Lagoon; 2. Commercial Space; 3. Continuation of Communications Services Tax and Local business Tax Sales Tax; 4. Transportation Funding;

City Council Regular-July 14, 2015 (6:30 p.m.)

and 5. Housing Opportunities. Public Pension Reform and all other items will be removed from the list.

Council authorized a letter to FDOT Secretary Downs requesting FDOT provide appropriate signage to mark the East Central Regional Rail Trails – Greenway Segment in Titusville as requested. Council also authorized a letter to Global Green USA expressing commitment and support for the technical assistance effort provided by the Global Green USA team with funding provided by the U.S. Environmental Protection Agency’s Office of Sustainable Communities under the Building Blocks for Sustainable Communities Program as requested.

Remaining items were informational only.

16. CITY ATTORNEY’S REPORT

No action.

BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT FORM

1. Contractor: City of Titusville	
2. Fund/Account #: 4136-363409	3 Division Name: TRANSIT SERVICES
4. Contract Description: Bus/Transit Shelter and Bench Interlocal Agreement	
5. Contract Monitor: Cathy Lively	6. Mail Stop #: 44
7. Dept/Office Director: James Liesenfelt	8. Class Code: ZILA
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

APPROVAL

COUNTY OFFICE	Yes	no	INITIALS	Date
User Agency	X	0	JPL	04/06/15
Risk Management	0	0		
County Attorney	0	0	MDS	4/14/15
User Agency	0	0		

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Contracts Administration and the contract will be entered into the Contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See AO-29 for additional information.

NOTE: PLEASE REVIEW AND RETURN BY _____, IN ORDER TO MEET DEADLINES FOR THE _____ BCC MEETING.

RECEIVED

4 22 2015

AO-29: EXHIBIT

TRANSIT

BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT FORM

1. Contractor: City of Titusville	
2. Fund/Account #: 4136-363409	3 Division Name: TRANSIT SERVICES
4. Contract Description: Bus/Transit Shelter and Bench Interlocal Agreement	
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ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

APPROVAL

COUNTY OFFICE	Yes	no	INITIALS	Date
User Agency	X	0	JPL	04/06/15
Risk Management	X	0	JLJ	04/10/15
County Attorney	0	0		
User Agency	0	0		

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Contracts Administration and the contract will be entered into the Contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See AO-29 for additional information.*

NOTE: PLEASE REVIEW AND RETURN BY _____, IN ORDER TO MEET DEADLINES FOR THE _____ BCC MEETING.

RECEIVED

APR 10 2015

AO-29: EXHIBIT

CONTRACTS ADMINISTRATION

Titusville Bus Stop Locations

	Location	Id
1	S WASHINGTON AVE & 6700 BUILDING	11170
2	S WASHINGTON AVE & 6700 BUILDING	29577
3	S WASHINGTON AVE & TITUSVILLE CHRYSLER DEALERSHIP	29520
4	S WASHINGTON AVE & TITUSVILLE CHRYSLER DEALERSHIP	29578
5	S WASHINGTON AVE & RIVEREDGE DR	11175
6	US- 1 & RIVEREDGE DR	11243
7	S WASHINGTON AVE & SR-50	11313
8	WASHINGTON AVE & SR-50	11314
9	S WASHINGTON AVE & PRITCHARD ST	29519
10	S WASHINGTON AVE & PRITCHARD ST	29579
11	S WASHINGTON AVE & KNOX MCRAE DR	29518
12	S WASHINGTON AVE & DELESPINE AVE	11172
13	S WASHINGTON AVE & PARKER DR	11223
14	S WASHINGTON AVE & OLMSTEAD DR	29517
15	US- 1 & NARVAEZ	759345
16	S WASHINGTON AVE & NARVAEZ DR	29581
17	SEARSTOWN MALL & PARKING LOT	15809
18	S WASHINGTON AVE & COURT ST	29582
19	S WASHINGTON AVE & COURT ST	29516
20	S WASHINGTON AVE & LADO LN	27965
21	US- 1 & BAY TOWERS	11225
22	S WASHINGTON AVE & MIRACLE CITY MALL	11167
23	HARRISON STREET & JC PENNEYS	11220
24	S WASHINGTON AVE & N TERRIER TRAIL	11178
25	S WASHINGTON AVE & N TERRIER TRAIL	11302
26	S WASHINGTON AVE & SYCAMORE ST	29583
27	S WASHINGTON AVE & SYCAMORE ST	27964
28	S WASHINGTON AVE & LEE CT	11185
29	S WASHINGTON AVE & LEE CT	11183
30	GRACE ST & S WASHINGTON AVE	20589
31	S WASHINGTON AVE & SOUTH ST	15811
32	S HOPKINS AVE & SOUTH ST	27943
33	GOVERNMENT CENTER & TITUSVILLE	11249
34	N WASHINGTON AVE & NORTH OF JULIA ST	11399
35	TITUSVILLE HI-RISE & ENTRANCE	11168
36	INDIAN RIVER & BROAD ST	20592
37	S HOPKINS AVE & BROAD ST	11413
38	S HOPKINS AVE & GARDEN ST	20597
39	US- 1 & MARINA RD	11231
40	US- 1 & 500 BUILDING AT DRIVEWAY	11226
41	N WASHINGTON AVE & PARRISH HEART / HEALTH VILLAGE	11400
42	N WASHINGTON AVE & BUFFALO RD	20593
43	N WASHINGTON AVE & BUFFALO RD	20596
44	N WASHINGTON AVE & SILVER STAR RD	20595
45	N WASHINGTON AVE & JESS PARRISH CT	20594

Titusville Bus Stop Locations

46	PARRISH MEDICAL CENTER & ENTRANCE	11227
47	BREVARD COLLEGE TITUSVILLE & LOOP	11401
48	GARDEN ST & PARK AVE	27946
49	GARDEN AVE & GARDEN PARK APT	11230
50	GARDEN ST & U-HAUL	29589
51	GARDEN STREET & 2220 BUILDING	11270
52	GARDEN ST & HOLIDAY LN	27948
53	GARDEN ST & HILL TOP DR	11229
54	SINGLETON AVE & TROPIC ST	11177
55	S SINGLETON AVE & SERENO POINTE DR	27949
56	SOUTH ST & SWAN LAKE	11182
57	3154 SOUTH ST (NORTHSIDE) & SPACE COAST ASSEMBLY OF GOD	27959
58	SOUTH ST & FOX HALLOW DR	11171
59	SOUTH STREET & FOX LAKE RD	759341
60	SOUTH ST & CHENEY HWY	27951
61	SOUTH ST & PARK AVE	27950
62	WAL-MART & WAL-MART	11174
63	TARGET & AT TARGET	15808
64	SR 50 & HICKORY HILL ENTRANCE	11239
65	CHENEY HWY & NADER LN	759342
66	SR 50 & WORTH AVE	11240
67	SR 50 & BARNA RD	16393
68	SR 50 & HOOD AVE	11296
69	SR 50 & ROSEHILL AVE	11241
70	INDIAN RIVER PLAZA & BLOCKBUSTER	11219
71	SR 50 & SISSON RD	16394
72	WHISPERING HILL MHP & ENTRANCE	11173
73	S HOPKINS AVE & BIRCH ST	16395
74	HOPKINS AVE & PRITCHARD ST	20584
75	S HOPKINS AVE & KNOX MCRAE DR	20585
76	S HOPKINS AVE & OLEANDER PL	20586
77	S HOPKINS AVE & LA PALOMA LN	20587
78	HOPKINS AVE & COUNTRY CLUB DR	11431
79	HOPKINS AVE & COURT ST	27956
80	HOPKINS AVE & OJIBWAY AVE	27957
81	HOPKINS AVE & MIRACLE CITY MALL	11466
82	S HOPKINS AVE & ROOSEVELT ST	20588
83	N ATLANTIC AVE & E GRANT AVE	11221
84	S HOPKINS AVE & SYCAMORE ST	11181
85	SOUTH ST & S PARK AVE	27945
86	S PARK AVE & PINE ST	29588
87	PARK AVENUE & MAIN STREET	11248
88	DAIRY PLAZA & WINN DIXIE	11403
89	WESTWOOD DR & N SINGLETON AVE	11456



**CITY OF TITUSVILLE
CITY COUNCIL SUMMARY OF ACTION**

**TUESDAY, JULY 14, 2015
6:30 PM – COUNCIL CHAMBER
555 SOUTH WASHINGTON AVENUE, TITUSVILLE, FL 32796**

Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, 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.

Applicants for land use and zoning related items are advised that the resumes of staff members who prepare applicable staff reports are on file in the City Clerk's Office.

The City desires to accommodate persons with disabilities. Accordingly, any physically handicapped person, pursuant to Chapter 286.26 Florida Statutes, should, at least 48 hours prior to the meeting, submit a written request to the chairperson that the physically handicapped person desires to attend the meeting.

1. CALL TO ORDER

2. INVOCATION

Reverend Fred Ball of the First United Methodist Church gave the invocation.

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

A. Minutes

Approve the minutes of the regular City Council meetings on April 28, 2015 (6:30 p.m.) and May 26, 2015 (5:30 p.m.).

Approved as submitted.

5. SPECIAL RECOGNITIONS & PRESENTATIONS

6. BOARDS AND COMMISSIONS

A. Planning and Zoning Commission