



Mayor
ROB MEDINA
Deputy Mayor
KENNY JOHNSON
Councilmembers
JEFF BAILEY
RANDY FOSTER
DONNY FELIX

AGENDA

Regular Council Meeting 2021-06 Thursday

**March 4, 2021 - 7:00 PM
Council Chambers, 120 Malabar Road SE, Palm Bay FL 32907**

CALL TO ORDER:

INVOCATION:

1. Senior Pastor Jerry Klemm - Covenant Presbyterian Church, Palm Bay.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

1. Two (2) vacancies on the Building Construction Advisory Committee (represents 'at-large' positions).++
2. One (1) vacancy on the Community Development Advisory Board (represents 'residential home building', 'actively engaged in home building', 'employer within the City', or 'for-profit provider' positions).++
3. One (1) vacancy on the Sustainability Board (represents 'at-large' position).++
4. Three (3) vacancies on the Youth Advisory Board (represents 'at-large student member' positions).++
5. Three (3) vacancies on the Youth Advisory Board (represents 'adult member' positions).++
6. One (1) vacancy on the Business Improvement District Board (represents 'at-large' position).+

AGENDA REVISIONS:

1. Item 2, under Public Hearings, relating to Ordinance 2021-11 (The Preserves at Stonebriar Phase II): The ordinance has been revised by correcting the lot count to 171 under the second 'Whereas' clause and removing condition 'H' under Section 2.

CONSENT AGENDA:

There will be no separate discussion on those items listed under Consent Agenda. They will be enacted by the City Council on one motion. If discussion is desired by the City

Council, that item will be removed from the Consent Agenda by Council and will be considered in the order that it appears on the agenda.

1. Adoption of Minutes: Regular Council Meeting 2021-04; February 4, 2021.
2. Contract: Malabar Road pipe repair project, Change Order 1 - Public Works Department (Insituform Technologies, LLC - \$114,958 (utilizing Stormwater Utility Fund Undesignated Fund Balance)).
3. Miscellaneous: 'Cooperative Purchase', TV Inspection Vehicle (Houston-Galveston Area Council Contract) - Utilities Department (CUES, Inc. - \$185,452).
4. Miscellaneous: Water Master Plan update, Task Order 21-07-IS - Utilities Department (Infrastructure Solution Services - \$224,230).
5. Ordinance 2021-09, amending the Code of Ordinances, Chapter 59, Quasi-Judicial Proceedings, by modifying procedures contained therein, first reading.
6. Ordinance 2021-10, amending the Code of Ordinances, Chapter 52, Boards, Subchapter 'Community Development Advisory Board', by modifying the Rules of Procedure for meeting frequency and quorum requirements, first reading.
7. Consideration of the Community Development Block Grant (CDBG) Program Grant Agreement for Fiscal Year 2020-2021.
8. Consideration of exceeding the \$20,000 maximum award for SHIP Emergency Repair strategy by \$5,000 under the approved LHAP for 931 Crocus Street NE.
9. Consideration of accepting the 2020 Annual Reports from L3Harris Technologies and Midwest Dental Arts for the City's Ad Valorem Tax Abatement Program.
10. Consideration of appropriation from General Fund Undesignated Fund Balance for FY21 Disaster Recovery Solution hardware and software maintenance (\$58,791).
11. Consideration of prepayment of the Utility Special Assessment Bonds, Series 2003A.
12. Consideration of appropriation of funds from the General Fund Undesignated Fund Balance for Finance Revenue Division lien escrow credit card acceptance (\$5,700).
13. Consideration of travel and training for specified City Employees (Public Works Department).

RECOGNITIONS AND PROCLAMATIONS:

1. Hemophilia and Bleeding Disorders Awareness Month - March 2021. (Councilman Foster)
2. National Procurement Month - March 2021.

PRESENTATIONS:

1. Pastor Ken Delgado, The House Church, along with the churches of Palm Bay and community businesses, to honor the City of Palm Bay for its partnership with the Family Christmas Extravaganza Event 2020.

PUBLIC COMMENTS/RESPONSES:

Public comments will be heard by the City Council on non-agenda issues. Speakers must complete 'Public Comment Cards' (orange) and are limited to three (3) minutes each.

PUBLIC HEARINGS:

1. Consideration of a CARES Act Substantial Amendment to the FY 2019-2020 Annual Action Plan (final hearing).

2. Ordinance 2021-11, granting approval of a Final Development Plan for a proposed single-family residential Planned Unit Development (PUD) to be known as 'The Preserves at Stonebriar Phase II' on property located north of the Melbourne Tillman Drainage District Canal 41-R, in the vicinity between Cogan and Windbrook Drives (28.878 acres) (Case FD-4-2021, Forestar USA Real Estate Group, Inc.) (Quasi-Judicial Proceeding), first reading.
3. Ordinance 2021-12, amending the Code of Ordinances, Chapter 51, Public Hearings, by modifying provisions for withdrawal and denial of public hearing requests (Case T-6-2021, City of Palm Bay), first reading. (Councilman Bailey)
4. Ordinance 2021-13, amending the Code of Ordinances, Chapter 185, Zoning Code, by including provisions for protests by property owners (Case T-6-2021, City of Palm Bay), first reading. (Councilman Bailey)
5. Request by 2501 LLC (Sabal Palm Square), for Final Subdivision approval of a proposed development consisting of three (3) commercial lots to create two (2) additional outparcels, which property is located in the vicinity of the southwest corner of Babcock Street and Palm Bay Road, in CC (Community Commercial District) zoning (13.71 acres) (Case FS-2-2020) (Quasi-Judicial Proceeding).
6. Request by FAR Research, Inc. for approval of a conditional use to allow storage of liquified petroleum products, chemicals and similar products on property located south of and adjacent to Rowena Drive, in the vicinity north of Robert J. Conlan Boulevard in HI (Highway Industrial District) zoning (0.46 acres) (Case CU-5-2021). (WITHDRAWN)

UNFINISHED AND OLD BUSINESS:

1. Appointment of two (2) 'at-large' members to the Recreation Advisory Board.

COUNCIL REPORTS:

NEW BUSINESS:

1. Consideration of rescheduling the second regular Council meeting in March 2021.

ADMINISTRATIVE AND LEGAL REPORTS:

PUBLIC COMMENTS/RESPONSES: Speakers are limited to 3 minutes.

ADJOURNMENT:

Councilmembers who are members of the Space Coast Transportation Planning Organization (TPO) may discuss TPO issues which may subsequently be addressed by the TPO.

If an individual decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, a record of the proceedings will be required, and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

Any aggrieved or adversely affected person desiring to become a party in the quasi-judicial proceeding shall provide written notice to the City Clerk which notice shall, at a minimum, set forth the aggrieved or affected person's name, address, and telephone number, indicate how the aggrieved or affected person qualifies as an aggrieved or

affected person and indicate whether the aggrieved or affected person is in favor of or opposed to the requested quasi-judicial action. The required notice must be received by the Clerk no later than five (5) business days at the close of business, which is 5 p.m., before the hearing. (Section 59.03, Palm Bay Code of Ordinances).

In accordance with the Americans with Disabilities Act, persons needing special accommodations for this meeting shall, at least 48 hours prior to the meeting, contact the Office of the City Clerk at (321) 952-3414 or Florida Relay System at 711.

Pursuant to Council Policies and Procedures, members of the public wishing to use electronic media when addressing City Council must provide the electronic file to staff for screening no later than 2:00 P.M. on the day of the meeting; audio presentations must be submitted to the City Clerk at least twenty-four (24) hours prior to the meeting.

THIS MEETING IS BROADCAST LIVE ON THE CITY'S WEBSITE AND TELEVISED ON THE SPACE COAST GOVERNMENT TV CHANNEL.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 3/4/2021

RE: One (1) vacancy on the Business Improvement District Board (represents 'at-large' position).+

My office has been advised that one (1) vacancy exists on the above subject board due to the resignation of Beverley Squire-Wiggins. Ms. Squire-Wiggins represented the 'at-large' position.

REQUESTING DEPARTMENT:

Legislative

FISCAL IMPACT:

None

RECOMMENDATION:

Request for the vacancy to be announced and applications solicited at tonight's meeting. An appointment will be made at the regular Council meeting to be held on April 1, 2021. The individual appointed to the position will complete Ms. Squire-Wiggins' term which expires on May 16, 2023.



LEGISLATIVE MEMORANDUM

DATE: 3/4/2021

RE: Adoption of Minutes: Regular Council Meeting 2021-04; February 4, 2021.

ATTACHMENTS:

Description

Minutes - RCM 2021-04

CITY OF PALM BAY, FLORIDA

REGULAR COUNCIL MEETING 2021-04

Held on Thursday, the 4th day of February 2021, at the Tony Rosa Community Center, Rooms A and B, 1502 Port Malabar Boulevard, NE, Palm Bay, Florida.

This meeting was properly noticed pursuant to law; the minutes are on file in the Office of the City Clerk, City Hall, Palm Bay, Florida.

The meeting was called to order at the hour of 7:00 P.M.

Councilman Jeff Baily gave the invocation which was followed by the Pledge of Allegiance to the Flag.

ROLL CALL:

MAYOR:	Robert Medina	Present
DEPUTY MAYOR:	Kenny Johnson	Present
COUNCILMEMBER:	Jeff Bailey	Present
COUNCILMEMBER:	Randy Foster	Present
COUNCILMEMBER:	Donny Felix	Present
CITY MANAGER:	Suzanne Sherman	Present
CITY ATTORNEY:	Patricia Smith	Present
DEPUTY CITY CLERK:	Terri Lefler	Present

ANNOUNCEMENT(S):

Deputy Mayor Johnson announced the following vacancies and terms expiring, and solicited applications for same:

1. **One (1) vacancy on the Community Development Advisory Board (represents 'residential home building', 'actively engaged in home building', 'employer within the City', or 'for-profit provider' positions).+**
2. **One (1) vacancy on the Youth Advisory Board (represents 'at-large student member' position).++**
3. **Two (2) terms expiring on the Building Construction Advisory Committee (represents 'at-large' positions).++**
4. **Two (2) terms expiring on the Recreation Advisory Board (represents 'at-large' positions).++**
5. **Two (2) terms expiring on the Youth Advisory Board (represents 'at-large student member' positions).++**

6. Three (3) terms expiring on the Youth Advisory Board (represents 'adult member' positions).++

AGENDA REVISION(S):

1. Ms. Sherman announced that Items 1 through 5, under Public Hearings, were rescheduled to the February 18, 2021, regular Council meeting due to legal notice requirements for the change in venue.

CONSENT AGENDA:

All items of business under the 'Consent Agenda' heading were enacted by the following motion:

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, that the Consent Agenda be approved as presented, with the removal of Item 1, from consent. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

1. Adoption of Minutes: Regular Council Meeting 2021-01; January 7, 2021.

Mr. Felix requested the following correction to the minutes: Under Council Reports, he reappointed Philip Weinberg to the Space Coast Transportation Planning Organization's Citizen's Advisory Committee and not the Citizens' Budget Advisory Committee.

Motion by Mr. Bailey, seconded by Deputy Mayor Johnson, to approve the minutes with the correction as stated by Councilman Felix. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

2. Award of Bid: Laboratory services – IFB 20-0-2021 – Utilities Department (Advanced Laboratories, Inc. - \$90,000 annually); and approve reappropriation of funding from personnel services on the next scheduled budget amendment to outside laboratory services (\$69,630) and Utilities operating fund balance (\$70,788).

Staff Recommendation: Award the bid for laboratory services to Advanced Laboratories, Inc. (Jacksonville), in the amount of \$90,000 annually; with Flower Chemical Laboratories, Inc. (Altamonte Springs) as the secondary vendor; and approve reappropriation of funding from personnel services on the next scheduled budget amendment to outside laboratory services (\$69,630) and Utilities operating fund balance (\$70,788).

The item, considered under Consent Agenda, was approved as recommended by City staff.

3. Miscellaneous: ‘Cooperative Purchase’, bucket truck (Sourcewell contract) – Public Works Department (Altec Industries, Inc. - \$149,202).

Staff Recommendation: Approve the ‘cooperative purchase’ of a bucket truck from Altec Industries, Inc. (Birmingham, Alabama), utilizing the Sourcewell contract, in the amount of \$149,202.

The item, considered under Consent Agenda, was approved as recommended by City staff.

4. Ordinance 2021-06, amending the Code of Ordinances, Chapter 52, Boards, Subchapter 'Palm Bay Infrastructure Advisory and Oversight Board', by reinstating the board and revising the sunset date to December 31, 2023, first reading. (CONTINUED FROM RCM 01-21-21)

The City Attorney read the ordinance in caption only.

The item, considered under Consent Agenda, was approved as recommended by City staff.

5. Consideration of an amendment to the interlocal agreement with Brevard County for the Save Our Indian River Lagoon project.

Staff Recommendation: Authorize the City Manager to execute Amendment 2 to the Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement, SOIRL 18-17.

The item, considered under Consent Agenda, was approved as recommended by City staff.

6. Consideration of applying for FEMA’s Assistance to Firefighter’s Grant for the purchase of a quint fire apparatus as well as air packs and air bottles sets.

Staff Recommendation: Authorize the Fire Rescue Department to apply for FEMA’s Assistance to Firefighter’s Grant for the purchase of a quint fire apparatus as well as air packs and air bottles sets.

The item, considered under Consent Agenda, was approved as recommended by City staff.

7. Consideration of travel and training for specified City Employees (Fire Department).

Staff Recommendation: Approve the travel and training as specified.

The item, considered under Consent Agenda, was approved as recommended by City staff.

8. Acknowledgement of the City's monthly financial report for October 2020.

The item, considered under Consent Agenda, was acknowledged by the City Council.

9. Acknowledgement of the City's monthly financial report for November 2020 (Unaudited).

The item, considered under Consent Agenda, was acknowledged by the City Council.

PUBLIC COMMENT(S)/RESPONSE(S): (Non-agenda Items Only)

1. Bill Battin, resident, mentioned the asterisk on the agenda which was in place to denote those items that were to be considered under the Consent Agenda, but the asterisk was no longer applicable with the new agenda format. Mrs. Lefler advised that staff was addressing formatting issues with the vendor and would bring this to their attention to correct on future agendas.

2. Brittney Herndon, President of Palm Bay East Little League (Little League), requested working scoreboards and bleacher covers at several fields. She was advised by the Parks and Recreation Department that it was not feasible at this time. Mayor Medina suggested that the Little League partner with businesses in the community to become a sponsor of a scoreboard or the bleacher covers.

3. Peter Filiberto, resident, commented that the City should match any donations made to the Little League.

PUBLIC HEARING(S):

1. Request by Palm Bay Greens, LLC, to amend the City's Comprehensive Plan Future Land Use Map to change the designated use of property located north of and adjacent to Country Club Drive, in the vicinity east of Riviera Drive and west of

Port Malabar Boulevard, from Single Family Residential Use to Multiple Family Residential Use (9.99 acres) (Case CP-2-2021). (RESCHEDULED to RCM 02-18-21)

2. Request by Palm Bay Greens, LLC, for approval of a Planned Unit Development (PUD) Preliminary Development Plan of a subdivision to be known as 'The Reserve at Country Club Lake Estates', which property is located north of and adjacent to Country Club Drive, in the vicinity east of Riviera Drive and west of Port Malabar Boulevard) (74.24 acres) (Case PD-2-2021). (RESCHEDULED TO RCM 02-18-21)

3. Request by City of Palm Bay for an Evaluation and Appraisal Report (EAR) amendment to the City's Comprehensive Plan Capital Improvements Element, Coastal Management Element, Infrastructure Element, Intergovernmental Coordination Element, and Transportation Element (Case CP-3-2021). (RESCHEDULED TO RCM 02-18-21)

4. Request by Waterstone Farms, LLC for Preliminary Development Plan approval for a Planned Unit Development (PUD) to be known as 'Cypress Bay West Phase I', which property is located in the vicinity south of Mara Loma Boulevard (77.52 acres) (Case PD-3-2021). (RESCHEDULED TO RCM 02-18-21)

5. Request by Babcock, LLC for a conditional use to allow for an expansion of an existing mining excavation of a borrow pit in GU (General Use Holding District) zoning on property located at the northwest corner of Babcock Street and Centerlane Road (372.19 acres) (Case CU-37-2020). (RESCHEDULED TO RCM 02-18-21)

PROCUREMENTS:

1. Award of Bid: Two Lime Slaking Silo Replacements, North Regional Water Treatment Plant – IFB 23-0-2021 – Utilities Department (Odyssey Manufacturing Company - \$824,000, with a 5% contingency fund of \$41,200).

Staff Recommendation: Approve the award for Two Lime Slaking Silo Replacements, North Regional Water Treatment Plant, to Odyssey Manufacturing Company (Tampa), in the amount of \$824,000, with a 5% contingency fund of \$41,200.

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to award the bid as requested. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

2. Award of Bid: Road Bond Paving, Unit 5 – IFB 25-0-2021 – Public Works Department (VA Paving, Inc. - \$921,044, with a 10% contingency fund of \$92,104).

Staff Recommendation: Approve the award for road bond paving, Unit 5, to VA Paving, Inc. (Cocoa), in the amount of \$921,044.02, with a 10% contingency fund of \$92,104.

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to award the bid as requested. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

COUNCIL REPORTS:

Councilmembers addressed various subject.

1. Mr. Foster made an announcement honoring members of law enforcement that had lost their lives in 2021. He said that family members visit the Law Enforcement Memorial and Museum in Washington, D.C., during the month of May for National Police Week. Mayor Medina suggested a presentation at or prior to the Regular Council Meeting in May to coincide with the National Day of Prayer. Council concurred.

2. Mr. Bailey requested that staff continue to work with Republic Services regarding issues from the public and quality of service for the solid waste collection contract. Deputy Mayor Johnson asked the public to provide feedback to City Council via email. Mr. Bailey asked for a summary of complaints be brought to Council for discussion at the next Council Meeting. Council concurred.

3. Mr. Foster asked Mayor Medina to meet with residents of Driskell Heights to discuss their issues related to Republic Services. Mayor Medina said he had met with the residents prior to being elected and agreed to meet with them again.

NEW BUSINESS:

1. Resolution 2021-08, urging the Florida Legislature to approve Medicaid expansion for certain qualified adults under the age of 65 in an effort to improve the health of Floridians. (Councilman Foster)

The City Attorney read the resolution in caption only.

Councilman Foster presented the item to Council. He advised that thirty-nine (39) states had Medicaid expansion, but not Florida.

Susan Connolly, resident, spoke in favor of the request. She said there was an insurance gap of individuals that did not have health insurance due to the lack of the expansion, over fifty percent (50%) of which were people of color.

Bill Battin, resident, asked the following that was reflected in the resolution: how the 138% of the Federal Poverty Level related to the State of Florida; how many of the 19,000 adults in Brevard County were illegal aliens; and why Florida decided not to expand Medicaid. He did not feel this was a good idea and asked that Council deny the request until more information was provided.

Phillip Snyder, resident, stated that he worked in the health insurance industry and said that most individuals in this community could not acquire health insurance.

Motion by Mr. Foster, seconded by Deputy Mayor Johnson, to adopt Resolution 2021-08.

Mayor Medina said he would not support the request. He felt that collaboration with each level of government was key. He said the City should be working with other levels of government, not pointing the finger. These were issues for the State Senators and Representatives, and he had not heard of anyone reaching out to those individuals as a courtesy. Mayor Medina said this had nothing to do with how the City of Palm Bay was governed. He hoped for a unanimous consensus to deny the resolution.

Deputy Mayor Johnson said the maker of the motion should have spoken first, but he did not feel anyone was pointing fingers. He felt it was a request for the Florida Legislature to look into an issue. Mayor Medina asked if it would be more fitting to present it to the Florida League of Cities. Deputy Mayor Johnson said he was okay either way.

Mr. Felix disagreed with the Mayor's comments. He felt that Council was the voice of the people and the resolution was sending a message on behalf of the City Council. The Palm Bay community had residents that were struggling and could really benefit from the expansion.

Mr. Bailey did not feel it was vastly inappropriate with Council expressing its voice through a resolution. However, he did not feel this particular resolution was the way to go and explained his reasons for same. He said that topics such as the Indian River Lagoon or utilities were more appropriate. He said the resolution implied that the state would save money, but the federal government would spend billions of dollars.

Mayor Medina asked if Councilman Foster had contacted the Brevard Delegation. Mr. Foster answered in the negative but was aware that they had been contacted about this issue. Mayor Medina said it was common courtesy to reach out to them. Mr. Bailey said this was not the time to go against the grain. Mayor Medina agreed.

Deputy Mayor Johnson asked if any of Palm Bay’s initiatives were being presented by a member of the Brevard Delegation during the Legislative Session. Ms. Sherman was not aware of any formal filings, but there had been an indication of support from the legislators for the baffle box appropriation request. She advised of other potential items.

Mr. Foster said that other municipalities and Florida counties had approved a similar resolution and forwarded same to their state legislators. He said it was up to those legislators to approve or deny the item.

Motion carried with members voting as follows:

Mayor Medina	Nay
Deputy Mayor Johnson	Yea
Councilman Bailey	Nay
Councilman Foster	Yea
Councilman Felix	Yea

ADMINISTRATIVE AND LEGAL REPORTS:

1. Ms. Sherman advised that a special Council Meeting would be scheduled in the near future to consider a conditional use request from FAR Chemical Research (Case CU-5-2021). Mr. Bailey asked if hearing procedures could be implemented. Ms. Smith confirmed same and Council concurred.

Mr. Bailey asked if it could become common practice that councilmembers would refrain from meetings with applicants or the public on quasi-judicial issues due to ex-parte communications. Council concurred.

2. Ms. Sherman stated there had been an increased volume of calls to Utilities Customer Service and there were complaints of long wait times. She advised that the annual stormwater bills had been distributed using an incorrect data file and people were receiving bills for properties they no longer owned. Staff was working on correcting the issue.

Mr. Bailey asked if penalties could be waived if residents were paying late due these errors. Ms. Sherman said that if it was the City's error, there would be no penalties. Mr. Bailey felt a blanket amnesty for a month would be easier than handling individually.

PUBLIC COMMENTS/RESPONSES:

Individuals made general comments.

1. Butch Orend, resident, commented on the extremely high elevation of a new home being built. He asked if a variance could be implemented for the older neighborhoods. He also asked if there was a way to opt out of recycling. Ms. Sherman said that residents did not have to utilize the service, but still had to pay for the service.

ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 8:36 p.m.

Robert Medina, MAYOR

ATTEST:

Terri J. Lefler, DEPUTY CITY CLERK



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Frank Watanabe, Public Works Director/City Engineer

DATE: 3/4/2021

RE: **Contract: Malabar Road pipe repair project, Change Order 1 - Public Works Department (Insituform Technologies, LLC - \$114,958 (utilizing Stormwater Utility Fund Undesignated Fund Balance)).**

At the December 3, 2020 meeting, City Council approved the pilot Malabar Road Drainage Pipe Repair project awarded to Insituform Technologies, LLC BID 05-0-2021 to seal and add structural reinforcement to the existing dual 72" reinforced concrete pipes and box structures as well as stabilize the subsurface soil under Malabar Road. The pilot project is a new approach in repairing large diameter pipes by spin casting concrete or a geopolymer to line the entire pipe and boxes with a continuous waterproof seal to create a "pipe within a pipe". The second component of the pilot project is the grout injection of a high-density polyurethane into the subsurface area of the pipes and boxes to densify the soil and fill in any voids. After the award of this contract, an area near Cassia Avenue along an existing 36" lateral drainage pipeline has settled more, causing a larger dip in the eastbound pavement surface. It was determined the existing 36" reinforced concrete pipe (RCP) is the cause of this subsurface settling of the pavement. Since the 36" RCP is within the project limits of the approved Malabar Pilot project, staff requested a change order to add the 57 linear feet of the 36" RCP to the mainline pilot project.

The contractor submitted Change Order (CO) No.1 to include:

- Ground Penetrating Radar to detect voids at precast structures. Price is to span 30 feet east and west of each structure. (Price is for daytime work activities only) – \$3,700
- Clean / Pre CCTV-Inspection of Approximately 70 LF of 36" RCP Storm Drainpipe – \$3,000
- Apply Spincast Geotree Coating to Approximately 70 LF of 36" RCP Storm Drainpipe – \$45,700
- Maintenance of Traffic – \$5,000

Change Order NO. 1 total of \$57,400.

Staff is also recommending an additional 5% contingency fund of \$57,558 of the total contract award to cover any unforeseen change orders which is typical for construction projects. The contingency request is for funding appropriation of the project only. The City's Procurement Ordinance governs the Council approval process for change orders. The Chief Procurement Officer can approve change orders up to a cumulative total of 10%, or individual change orders not to exceed \$100,000, whichever is lower; any change order in excess of \$100,000 or

any change orders which cumulatively exceed 10% will be brought before Council for approval. Any funds remaining once the project has been closed will be transferred back to the Stormwater Fund.

The total CO No. 1 of \$57,400 would be added to the approved contract of \$1,151,152.40 to Insituform Technologies, LLC, Chesterfield, MO plus the 5% contingency for unforeseen change orders typical of construction projects in the amount of \$57,558 which equals a total appropriation of \$114,958.

REQUESTING DEPARTMENT:

Public Works

FISCAL IMPACT:

Funds are available in Stormwater Utility Fund Undesignated Fund Balance G/L 461-0000-392-3006 in the amount of \$114,958; if approved funding will be appropriated on Budget Amendment #2 to G/L 461-7084-541-6309 Project No. 20SU12 Malabar Road Drainage Pipe Repair.

RECOMMENDATION:

Motion to approve the utilization of the Stormwater Utility Fund Undesignated Fund Balance in the amount of \$114,958 for the Change Order No. 1; \$57,400 and 5% contingency; \$57,558 for the Malabar Road Drainage Pipe Repair Project No. 20SU12 awarded to Insituform Technologies, LLC, Chesterfield, MO.

ATTACHMENTS:

Description

CO1 Request Quote



6966 Business Park Blvd. N.
Jacksonville, FL 32256

O (904) 886-3737
F (904) 886-3751

CHANGE ORDER REQUEST FORM

Contractor: Insituform Technologies LLC
Brandt Curvel
 PO No.: 210890
 Project Name: Malabar Road Drainage Pipe Repair
City of Palm Bay - Public Works Department
1050 Malabar Rd. Palm Bay, Florida 32907
 Attn: Frank Watanabe, PE

Change Order Number 1
 Original Contract Amount \$ 1,151,152.40
 Contingency \$ -
 Contract TOTAL \$ 1,151,152.40

Bid Item No.	Quantities	Unit	Description	Unit Price	Additions	Deductions
ADD	1	LS	Ground Penetrating Radar to detect voids at precast structures. Price is to span 30 feet east and west of each structure. (Price is for daytime work activities only.)	\$ 3,700.00	\$ 3,700.00	
ADD	1	LS	Clean / Pre CCTV Inspection of approx. 70 LF of 36" RCP Storm Drain Pipe	\$ 3,000.00	\$ 3,000.00	
ADD	1	LS	Apply Spincast GeoTree Coating to approx. 70 LF of 36" RCP Storm Drain Pipe	\$ 45,700.00	\$ 45,700.00	
ADD	1	LS	Maintenance of Traffic	\$ 5,000.00	\$ 5,000.00	
Totals					\$ 57,400.00	\$ -

Percent Complete Time	Percent Complete	Dollars (Previous Change Orders)	\$ -
Time (Previous Change Orders)	0	Dollars (This Change Order)	\$ 57,400.00
Time (This Change Order)	7	Original Contract Amount	\$ 1,151,152.40
Original Contract Time	120	Available Contingency	\$ -
Revised Contract Time (Days)	127	Contract Total	\$ 1,151,152.40
		Revised Contract Amount	\$ 1,208,552.40

INSITUFORM TECHNOLOGIES LLC

City of Palm Bay, FL

Accepted
 By: Brandt Curvel
 Signed: 
 Date: 2-8-21

APPROVED
 By: _____
 Signed: _____
 Date: _____



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Christopher A. Little, P.E.; Juliet Misconi, Procurement Director

DATE: 3/4/2021

RE: Miscellaneous: 'Cooperative Purchase', TV Inspection Vehicle (Houston-Galveston Area Council Contract) - Utilities Department (CUES, Inc. - \$185,452).

The Utilities Department is requesting approval to purchase one (1) TV Inspection Vehicle utilizing the Houston-Galveston Area Council (H-GAC) Contract No. SC01-21. The Department's current TV Inspection System is over thirteen (13) years old and has exceeded its life expectancy. This will be a turn-key truck mounted system and training is included. The TV inspection equipment will be installed by CUES; and will be the CUES TV Inspection System Evolution Series 3.0, installed on a 2021 Ford Transit van. The inspection system is camera equipment designed for the inspection of sanitary sewer lines to provide infrastructure condition assessments. The inspection system includes camera, on-board generator, data display system, monitor, DVR-SD, cable reel, conductor cable and camera tractor.

The purchase of a TV Inspection Vehicle was approved on October 1, 2020 to be purchased via the Florida Sheriff's Association contract. However, after further evaluation by staff, it was determined that the H-GAC contract was more beneficial to the Department. The current system is a CUES Inspection System and this system has proven reliable. In addition, the Department has kept the TV inspection software, GraniteNet, current through upgrades. GraniteNet is specifically designed for infrastructure assessment. This software is compatible and interfaces with current software systems in use by the Department; they are: ERSI, geographic information system (GIS); and CityWorks, computerized maintenance management system (CMMS).

Staff is requesting the approval to utilize H-GAC Contract No. SC01-21, Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous Services, valid through December 31, 2023 for the purchase of the TV Inspection Vehicle. The Department will be purchasing the base TV Inspection Vehicle, in the amount of \$151,995, plus added options and delivery to Florida (less vendor discount) in the amount of \$33,457. Total purchase price \$185,452. This purchase is a budgeted item for FY21.

In accordance with the City's Code of Ordinance, Section 38.12(F)(4) Cooperative Purchases: The City may purchase from any cooperative contract, including but not limited to: term contracts by the State of Florida, Federal General Services Administration, and other governmental cooperatives and entities within and outside the State of Florida provided that the cooperative contract is established in compliance with the procurement procedures and requirements of the issuing body, entity, authority, or cooperative. If such other governmental or cooperative contract is utilized, the public notice requirements and the need to utilize the methods of selection

processes included in this Ordinance are obviated. The ability to utilize cooperative contracts shall not be restricted by nonparticipation in the estimated quantities of the City's needs, nor inaccurate estimates of usage by the City prior to award of the cooperative contract. The City may utilize (piggyback) a contract entered into by another governmental or public entity and a provider of supplies or services required by the City, if the Chief Procurement Officer determines that it is practicable and advantageous for the City to employ this method of purchase, and such contracts specify that they are cooperative procurements at the time of solicitation. Any such contracts equal to or in excess of \$100,000 shall go to the City Council for approval.

REQUESTING DEPARTMENT:

Utilities, Procurement

FISCAL IMPACT:

The total expenditure will be \$185,452. Funds are available in the Utilities Department's operating fund 421-8030-535-6404.

RECOMMENDATION:

Motion to approve and authorize the purchase of the CUES TV Inspection System utilizing the H-GAC Contract from Cues, Inc., located in Orlando, Florida.

ATTACHMENTS:

Description

HGACBuy Interlocal Agreement

HGACBuy Contract Pricing Worksheet CUES

H-GAC Cooperative Agreement



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC 17-6087 No.: Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Palm Bay, Florida, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 120 Malabar Road, SE, Palm Bay, FL 32907

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * 10/15/17 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * 10/1/2016 and ends * 9/30/2017. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

* City of Palm Bay, FL

Name of End User (local government, agency, or non-profit corporation)

* 120 Malabar Road, SE

Mailing Address

* Palm Bay FL 32907
City State ZIP Code

*By: 
Signature of chief elected or appointed official

* Gregg Lynk, City Manager
Typed Name & Title of Signatory Date 6/22/17

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120 Houston, TX 77027

By: 
Executive Director

Attest: 
Manager

Date: June 24, 2017

*Denotes required fields

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - CUES, Inc. - Public Services - 20-01546 ID: 6049

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and CUES, Inc., hereinafter referred to as the Contractor, having its principal place of business at 3600 Rio Vista Avenue, Orlando, FL 32805.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jan 01 2021 and ends Dec 31 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

CUES, Inc. DocuSigned by:

Signature



FE23F92D70D5495...

Name David Doolittle

Title Chief Financial Officer

Date 12/21/2020

H-GAC DocuSigned by:

Signature



82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 12/21/2020

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - CUES, Inc. - Public Services - 20-01546

20-01546

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

***EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A		
CUES, Inc.		
Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous Services		
Contract No. SC01-21		
H-GAC PRODUCT ITEM BASE OFFERING PRICES		
H-GAC Product Code	Description	Base Offered Price
Cues		
E. Standard Portable Sewer Inspection Systems		
SC21E006	Mark3 - Portable Mainline Pull System”, including: Pan and Tilt camera, Ultra Shorty self propelled tractor for 6"-15" lines, LCD Display with built in Power Control Unit, keypad and mounted on reinforced RAM assembly, built in DVR-SD , compact reel with 500' multi-conductor TV cable, auto payout retrieve and footage head, and downhole equipment.	\$ 68,900.00
SC21E007	K2 System - Portable Mainline Pull System”, including: Pan and Tilt camera, Ultra Shorty self propelled tractor for 6"-15" lines, Power Control Unit with integral 10" monitor, Pro Data data display system, DVR-SD , wheeled dolly with 500' multi-conductor TV cable and footage head, and downhole equipment.	\$ 50,715.00
SC21E009	QZ III Zoom Pole Camera system, including: wireless high definition camera, distance to defect, M.A.P. lighting, extendable telescoping pole, rechargeable battery and wireless control via GNET software	\$ 14,896.00
SC21E010	MP+ - Portable Pipeline Inspection System : Portable lateral & mini-mainline push system. This modularly designed system stands out by integrating all of the most sought after features including video titling, video inspection coding, digital recording and portability into an easy to use and intuitive package. System includes a miniature self leveling camera with built in sonde, stainless steel durable wheeled coiler with 200' of push cable and large 8.4 industrial grade monitor with built in titling and digital recording in a weather/water resistant enclosure for 2" – 12" pipelines.	\$ 12,450.00
SC21E011	C541 Flexiprobe® Plumbers including Command Center, Mini reel with 100' push rod, 1" color camera, universal flexispring, skid set.	\$ 6,333.00
SC21E012	C541 Flexiprobe® Mini including Command Center, Mini reel with 115' push rod, 1" color camera, universal flexispring, skid set.	\$ 7,305.00
SC21E013	C542 Flexiprobe® Standard including Command Center, Standard reel with 200' push rod, 2" self-levelling color camera, universal flexispring, skid set.	\$ 7,938.00
SC21E014	C543 Flexiprobe® Standard including Command Center, Standard reel with 500' push rod, 2" self-levelling color camera, universal flexispring, skid set.	\$ 14,143.00
SC21E015	C550 Flexitrax Small Standard Package - Portable Inspection System, Motorized Drum with up to 1000' cable, 6" crawler with powered lift, Pan & Tilt Zoom Camera for Pipe Inspection of 6-18" diameter pipes. Comes complete with Downhole System and Command Module with built in joysticks	\$ 46,482.00
SC21E016	C550 Flexitrax Large Standard Package - Portable Inspection System, Motorized Drum with up to 1000' cable, 8" crawler with powered lift, Pan & Tilt Zoom Camera for Pipe Inspection of 8" - 36" diameter pipes. Comes complete with Downhole System and Command Module with built in joysticks	\$ 58,933.00
G. Sewer Inspection Vans		
SC21G010	DRW Van Installation (Vehicle provided by customer) which includes: 12' aluminum hi-cube body with pass thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 7KW on-board generator; Pan and Tilt camera; rack-mounted Power Control Unit (PCU); Data Display system with 19" LCD rack-mounted monitor; rack-mounted DVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$123,805.00

SC21G011	DRW Van TV Inspection Vehicle - Chevy C3500 Cutaway DRW Van - 139" wheelbase, gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 12,300 GVW which includes: 12' aluminum hi-cube body with pass thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt camera; rack-mounted Power Control Unit (PCU); Data display system with 19" LCD rack-mounted monitor; rack-mounted SVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$158,800.00
SC21G012	Hi-Cube Van Installation (vehicle provided by customer) which includes: 14' aluminum hi-cube body with full height walk thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt camera; rack-mounted Power Control Unit (PCU); Data data display system with 19" LCD rack-mounted monitor; rack-mounted DVR-SD, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$124,035.00
SC21G013	Hi-Cube Van TV Inspection Vehicle - Ford E450 Cutaway Van, 158" wheelbase, gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 14,050 GVW which includes: 14' aluminum hi-cube body with full height walk thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt camera; rack-mounted Power Control Unit (PCU); Data data display system with 19" LCD rack-mounted monitor; rack-mounted DVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$160,895.00
SC21G014	Step Van Installation (vehicle provided by customer) which includes: 16' Step Van body with Evolution interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt camera; rack-mounted Power Control Unit (PCU); Data display system with 19" LCD rack-mounted monitor; rack-mounted DVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$140,400.00
SC21G015	Step Van TV Inspection Vehicle - Ford F59 Step Van chassis, 178" wheelbase, gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 19,500 GVW which includes: 16' Step Van body with Evolution interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt camera; rack-mounted Power Control Unit (PCU); Data display system with 19" LCD rack-mounted monitor; rack-mounted DVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$172,095.00
SC21G016	Sprinter Van Installation (vehicle provided by customer) which includes: Evolution Sprinter interior carpentry and outfitting; 6 KW MEPS inverter system(upgrade of chassis for MEPS system included); Pan and Tilt camera; rack-mounted Power Control Unit (PCU); Data display system; 19" LCD rack-mounted monitor; rack-mounted DVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$111,195.00
SC21G017	Sprinter TV Inspection Vehicle - Freightliner Sprinter 3500, 170" wheelbase, diesel engine, automatic transmission, cab air conditioning, AM/FM Radio, 11,030 GVW which includes: 14' body, Evolution Sprinter interior carpentry and outfitting; 6 KW MEPS inverter system; Pan and Tilt camera; rack-mounted Power Control Unit (PCU); Data display system; 19" LCD rack-mounted monitor; rack-mounted DVR-SD TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$164,945.00

SC21G018	Ford Transit Van Installation (vehicle provided by customer) which includes: Evolution interior carpentry and outfitting; 7 KW on board generator, Pan and Tilt camera; rack-mounted Power Control Unit (PCU); Data display system; 19" LCD rack-mounted monitor; rack-mounted DVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$106,365.00
SC21G019	Ford Transit TV Inspection Vehicle - Ford Transit, 148" wheelbase, 3.7 L gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 10,360 GVW which includes: Evaluation interior carpentry and outfitting; 7 KW on board generator; Pan and Tilt camera; rack-mounted Power Control Unit (PCU); Data display system; 19" LCD rack-mounted monitor; rack-mounted DVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$151,995.00



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Christopher A. Little, P.E.; Juliet Misconi, Procurement Director

DATE: 3/4/2021

RE: Miscellaneous: Water Master Plan update, Task Order 21-07-IS - Utilities Department (Infrastructure Solution Services - \$224,230).

The Utilities Department has budgeted for a Water Master Plan Update to be completed in FY21, updates are done every 5-years. The master plan update will evaluate the existing water distribution system, storage and pumping facilities, water supply and treatment facilities. In addition, the master plan will include projection of future water demand based on projected population growth and evaluate system needs to meet the projected demand. The information gathered in the master plan update will be used to evaluate what improvements may be needed and will provide a Capital Improvement Plan (CIP) for 5-year, 10-year and 20-year planning. The CIP will include estimated costs for budgeting purposes.

Infrastructure Solution Services (ISS) has submitted Task Order 21-07-IS for the Water Master Plan Update. Staff has reviewed the scope of work and requests Council approval to proceed with Task Order 21-07-IS in the amount of \$224,230.

In accordance with the provisions of Section 287.055, Florida Statutes for Consultants Competitive Negotiation Act (CCNA), the Procurement Department solicited and accepted qualification submittals, under RFQ 36-0-2020/JG, from firms to provide continuing consulting services for water and wastewater engineering services for the Utilities Department. On July 2, 2020 Council approved the award of RFQ 36-0-2020/JG to two firms (ISS and Wade Trim) and authorized City staff to negotiate Master Consultant Agreements. On August 7, 2020 a Master Agreement was executed with ISS. Task Order 21-07-IS is in accordance with the Master Agreement.

REQUESTING DEPARTMENT:

Utilities, Procurement

FISCAL IMPACT:

The total amount for the task order is \$224,230. Funding is available in the Utilities Department's operating fund 421-8013-536-3121.

RECOMMENDATION:

Motion to authorize the execution of ISS Task Order 21-07-IS for Water Master Plan Update, amount \$224,230,

against Master Agreement 36-0-2020.

ATTACHMENTS:

Description

Task Order 21-07-IS - Water Master Plan

CITY OF PALM BAY, FL
WATER MASTER PLAN UPDATE

In accordance with City Master Contract #36-0-2020/JG
February 19, 2021
TASK ORDER NO. 21-07-IS

SECTION I. BACKGROUND

The City of Palm Bay Utilities Department, hereinafter referred to as "City", desires to update its Water Master Plan. The master plan evaluates the existing water systems, projects the impacts of future development, and recommends capital improvements to meet future needs.

The master planning process will include evaluation of the existing water transmission/ distribution system, water storage and pumping facilities, and the City's water supply and treatment facilities. The evaluation will identify operational issues in the existing systems.

The City continues to experience significant population growth and new development. This water master plan will include analysis and projection of future population growth and water demands in the system. These demands will be used to evaluate the system needs and proposed improvements needed in the 5-year, 10-year, and 20-year planning horizons.

The master plan analysis will result in a list of project improvements that can be provided to the City for review and use in populating the City Capital Improvement Plan (CIP) to identify necessary future water system improvements. These project improvements will include estimated costs for each item, the anticipated planning horizon (5, 10, & 20-year), and a description of what development drives the need for the improvement.

The following are the details of the scope:

SECTION II. SCOPE OF WORK

Infrastructure Solution Services agrees to perform the following tasks:

TASK A: ANALYSIS AND PROJECTION OF POPULATION AND WATER DEMANDS

1. Review and analysis of existing population projections and water demands for the entire City water system. The analysis will evaluate:
 - a. Population projections and potable water demand to parcels
 - b. Water production data from water treatment facilities
 - c. Diurnal demand curves from the water treatment facilities
 - d. Levels of existing water loss will be analyzed in the system
2. Estimation of the future population projections and water demands for the 5-, 10-, and 20-year Planning Horizon.
 - a. The master plan will estimate the future water demands based on proposed developments and future land use within the City limits as provided by the City Planning Department.
 - b. The projection of future water demands in the City will be reviewed.

- c. The master plan will develop water demands for three (3) planning horizons (5-, 10-, 20-year) for use in evaluating future system performance and needs.

TASK B: HYDRAULIC MODELING OF THE WATER TRANSMISSION/DISTRIBUTION SYSTEM

- a) The City's existing water transmission/distribution system hydraulic model will be updated to current conditions and used to evaluate the performance of the existing system and evaluate future improvements. Pipe diameter shall be 6-inch diameter or greater unless smaller diameter is required for other purposes.
- b) The water transmission/distribution system network will be verified including the pipes, pump stations and storage facilities, and connectivity based on review of the City GIS data, development plans, as-built drawings, design plans, etc.
- c) The water transmission/distribution system network will be updated to reflect any changes to the system since the previous master plan. The updates shall be based on GIS and/or development information and plans provided by the City, plus City review feedback.
- d) The model will be calibrated based on actual system meter flows, pressures, and fire hydrant test data that is provided by the City.
- e) Future system models will be developed for three (3) planning horizons (5-, 10-, 20-year). The water demands developed in Task A will be used for each of these models.
- f) The future system models will be used to identify and evaluate the improvements required in the transmission/distribution system to provide service in each of the three (3) planning horizons.
- g) Both steady-state and extended period simulations (EPS) shall be performed for the existing and future scenarios. Steady state simulations shall be performed for the average day, maximum day, and peak hour flows while the EPS shall be for a 24-hour period.
- h) A fire-flow analysis shall be performed for the entire system under the maximum day scenario to identify areas of the system that might not meet fire flow demands.

TASK C: EVALUATION OF EXISTING WATER TRANSMISSION/DISTRIBUTION SYSTEM

- a) The master plan will evaluate the performance of the existing system using the updated water transmission/distribution system model, site visits, and review of operating data.
- b) The water transmission/distribution system will be evaluated to identify areas that may experience low-pressure, inadequate available fire flow, excess pipe velocities, etc.
- c) Storage and pumping facilities capacity shall be evaluated to determine if adequate water storage is maintained to meet the existing average day demand and the fire flow requirements.
- d) Any upgrades to the existing water transmission/distribution system to meet current service requirements will be identified.

TASK D: EVALUATION OF FUTURE WATER TRANSMISSION/DISTRIBUTION SYSTEM NEEDS

- a) The master plan will evaluate the performance of the water distribution system model in each of the three (3) planning horizons (5-, 10-, 20-year).
- b) The water distribution system will be evaluated to identify areas that may experience low-pressure, inadequate available fire flow, excess pipe velocities, etc.
- c) Storage facilities shall be evaluated to determine if adequate water storage is maintained to meet the future average day demand and the fire flow requirements.
- d) The water distribution system components necessary to serve future development will be identified and appropriately sized.
- e) For each planning horizon, the watermain, pumping, and storage upgrades necessary to meet projected water flows shall be sized and identified.

TASK E: EVALUATION OF EXISTING WATER SUPPLY & TREATMENT FACILITIES

- a) An inventory of the existing water supply and treatment plants (WTP) will be performed. The work of the inventory will consist of the following:
 - a. Review existing plans and records for the water supply, WTP processes, and equipment.
 - b. Review any existing operational issues or constraints with the water supply and WTP operations staff.
 - c. Perform a site visit to review the condition and operation of the existing equipment.
 - d. Review the hydraulic and treatment capacity of each unit process versus projected planning horizons.

TASK F: EVALUATION OF FUTURE WATER SUPPLY & TREATMENT FACILITY NEEDS

- a) The master plan will evaluate and identify upgrades needed to the water supply and treatment facilities to serve future growth.
- b) The upgrades needed in each planning horizon (5, 10, 20-year) will be identified and programmed.

TASK G: LIST OF WATER SYSTEM PROJECT IMPROVEMENTS FOR THE CITY CIP

- a) The master plan will include a list of project improvements for the City Capital Improvement Plan (CIP) of the water transmission/distribution, storage and pumping, and water supply and treatment improvements necessary to provide service to existing customers and future growth.
- b) This summary of project improvements will provide a description of each improvement, estimated cost, estimated planning horizon, and description of what drives the need for the project.
- c) The Appendix of the master plan will provide project data on City provided templates for each CIP project.

TASK H: MEETINGS

- a) The following meetings with City staff will be held during the master plan process:
 - a. Kick-off meeting to review project scope, objectives & goals
 - b. Site meeting with Water System operations staff to review operations, issues and constraints
 - c. Progress meeting to review initial results of existing conditions model of the distribution system and review proposed scenarios for modeling of future conditions
 - d. Progress meeting to review initial results of scenarios for modeling future conditions
 - e. Meeting to review DRAFT Master Plan and receive comments from City staff

SECTION III: PROJECT REPRESENTATIVES

City of Palm Bay Utilities:	Christopher A. Little, PE 321-952-3420 Christopher.Little@palmbayflorida.org
Infrastructure Solution Services	Clayton E. McCormack, PE 321-622-4646 cmccormack@infrastructuress.com

SECTION IV: PERMITTING

There is no permitting included in this Task Order.

SECTION V: CITY'S RESPONSIBILITY

The following items are required from the CITY to complete the Task Order as mentioned above:

- a) Reasonable access to the site.
- b) Reasonable access to operations, maintenance, and engineering staff.
- c) Copies of available record drawings.
- d) Copies of available operating reports, maintenance records, and SCADA data.
- e) Electronic copies of the existing water distribution model.
- f) Water billing data in format linked to parcels in GIS
- g) Copies of planning records and projections for future growth within the City.
- h) Review and comment of Technical Memorandums, initial existing and future modeling results, and DRAFT Master Plan.

SECTION VI: CONSULTANT SERVICES SPECIFICALLY NOT INCLUDED

- a) Services related to the design or permitting of any improvements
- b) Topographic survey of the City's water distribution and treatment facilities
- c) Environmental services related to unknown threatened and endangered species, wetlands, or regulated solid wastes encountered on the site.
- d) Services related to the acquisition of real property, easements, or rights-of-way.
- e) Training

SECTION VII: DELIVERABLES

The following results shall be delivered by the Consultant:

All deliverables shall be provided only in electronic PDF format unless otherwise noted.

Generally –

- a) Monthly activity reports.
- b) Meeting minutes from meetings and conferences with City staff.
- c) Timely invoices concurrent with the work.

Task A – Analysis and Projection of Water Demands

- a) A technical memorandum presenting the existing and future projected water flows that will be used in the master plan and modeling.

Task B – Modeling of the Water Transmission/Distribution System

- a) Electronic copies of the model of the existing water distribution system
- b) Electronic copies of the model of each of the future water distribution system planning scenarios (5, 10, 20-year)
- c) A technical memorandum summarizing the model and documentation for each of the model scenarios

Task C – Evaluation of Existing Water Distribution System

- a) A technical memorandum presenting the results of the evaluation of the existing water distribution system.

Task D – Evaluation of Future Water Distribution System Needs

- a) A technical memorandum presenting the results of the evaluation of the future water distribution system needs.

Task E – Evaluation of Existing Water Supply & Treatment Facilities

- a) A technical memorandum presenting the results of the evaluation of the existing water treatment facilities.

Task F – Evaluation of Future Water Supply & Treatment Facility Needs

- a) A technical memorandum presenting the results of the evaluation of the future water treatment facility needs.

Task G – Summary List of Improvements Capital Improvement Plan (CIP)

- a) A technical memorandum presenting the list of capital improvements for the CIP

Master Plan Deliverables

- a) A DRAFT Master Plan shall be prepared summarizing the results and recommendations in each area of analysis and task. The appendices shall include all technical memorandum and other supporting documentation of the work performed.
- b) A FINAL Master Plan shall be prepared summarizing the results and recommendations in each area of analysis and task and addressing all City comments on the DRAFT master plan. The appendices shall include all technical memorandum and other supporting documentation of the work performed.

Format of Deliverables

- a) Two hard copies and an electronic (pdf) copy of the master plan and all technical memorandums shall be submitted.
- b) Electronic copy of all WaterGEMS model files shall be submitted.

SECTION VIII: SCHEDULE

Milestone	Calendar Days to Complete	Sum of Days from NTP
Mobilization	10	10
Task A – Analysis and Projection of Water Flows	30	40
Task B – Modeling of Water Distribution System	60	70
Task C – Evaluation of Existing Water Distribution System	30	100
Task D – Evaluation of Future Water Distribution System Needs	30	120
Task E – Evaluation of Existing Water Treatment Facilities	30	100
Task F – Evaluation of Future Water Treatment Facility Needs	30	120
Task G – Recommended Capital Improvement Plan	15	135
DRAFT Master Plan Submittal	15	150
DRAFT Master Plan Review by City	15	165
FINAL Master Plan Submittal	15	180

Note that several tasks can be done simultaneously

SECTION IX: BASIS OF COMPENSATION

The lump sum fee for the scope of work described in Section II shall not exceed a total of \$224,230 as shown in the table below. The City shall periodically compensate the Consultant a portion of the task fee based on mutually agreed upon percentages of completion of each task.

TASK	DESCRIPTION	FEE
A	Analysis & Projection of Population and Water Demands	\$23,560
B	Modeling of Water Distribution System	\$55,640
C	Evaluation of Existing Water Distribution System	\$27,680
D	Evaluation of Future Water Distribution System Needs	\$29,920
E	Evaluation of Existing Water Treatment Facilities	\$39,280
F	Evaluation of Future Water Treatment Facility Needs	\$17,800
G	Recommended Capital Improvement Plan	\$20,080
H	Meetings	\$10,270
	Total	\$224,230

At the direction of the City, ISS may be requested to provide additional services. These additional serviced will be billed at ISS standard rates.

SECTION X: ESTIMATED COST OF CONSTRUCTION

There is no estimated construction cost for this project.

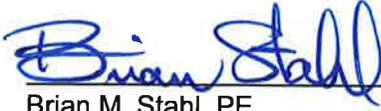
Task Order No. 21-07-IS

SECTION XI: ACCEPTANCE

If the above scope and fee meet your approval, please indicate by your signature in the space provided below and return one signed copy, which will constitute an "Agreement and Notice to Proceed" for the accomplishment of this work.

INFRASTRUCTURE SOLUTION SERVICES, LLC.

City of Palm Bay, Florida



Brian M. Stahl, PE
Managing Member

Juliet Misconi, CPPO, CPPB
Chief Procurement Officer

02-16-21
Date

Date

City Council Approval Date

Professional Engineering Services for the City of Palm Bay, Florida
 Water System Master Plan
 Task Order No. 21-07-IS
 ISS Project Number: PBU009



Project Hourly Labor Breakdown Estimate for Engineering Services									
Task Name	Senior Technical Professional	Professional Engineer 3	Engineer 3	Technician 5	1 Person Survey Crew	Administrative / Clerical 3	Total Hours	Total Dollars	
	\$180	\$160	\$110	\$110	\$110	\$60			
Task A: Analysis and Projection of Population and Water Demands									
Review & analysis of existing population projections and water demands from WTP Flow data & water meter billing and	4	20	16	16			56	\$7,440	
Estimation of Future Population Projections and Water Demands for 5-, 10- and 20-year planning	4	24	40	24			92	\$11,600	
Prepare Technical Memorandum documenting task results	2	8	16	8		4	38	\$4,520	
							0	\$0	
Task A: Total	10	52	72	48	0	4	186	\$23,560	
Task B: Hydraulic Modeling of Water Transmission/Distribution System									
Update existing hydraulic water model							0	\$0	
Review of water transmission/distribution system vs latest GIS (pipes, valves, meters)	8	24	24				56	\$7,920	
Update Water Supply Transmission Storage/ Pumping System since Previous Master Plan	2	16	16	16			50	\$6,440	
Update Finished Water Transmission/ Distribution/Storage/ Pumping System since Previous Master Plan (> 10" pipe)	2	16	24	20			62	\$7,760	
Calibrate hydraulic model based on City provided flow meter, pressures, hydrant flow, other field measures		40	16				56	\$8,160	
Develop Future Water System Model for 5-year planning horizon w/EPS and Fire Flow Scenarios		16	16	16			48	\$6,080	
Develop Future Water System Model for 10-year planning horizon w/EPS and Fire Flow Scenarios		16	16	16			48	\$6,080	
Develop Future Water System Model for 20-year planning horizon w/EPS and Fire Flow Scenarios		16	16	16			48	\$6,080	
Prepare Technical Memorandum documenting task results	8	16	16	8		8	56	\$7,120	
							0	\$0	
Task B: Total	20	160	144	92	0	8	424	\$55,640	
Task C: Evaluation of Existing Water Transmission/Distribution System (> 10" pipe)									
Evaluate performance of existing water system using updated existing model w/EPS and Fire Flow Scenarios	4	16	16	8			44	\$5,920	
Evaluate water transmission/distribution (> 10" pipe) capacity, identify pressure and velocity issue areas		16	24	8			48	\$6,080	
Evaluate existing storage and pumping facility capacities		16	16	8			40	\$5,200	
Identify any upgrades to the existing water system necessary to meet current service requirements		16	24	8		4	52	\$6,320	
Prepare Technical Memorandum documenting task results		8	16	8		4	36	\$4,160	
							0	\$0	
Task C: Total	4	72	96	40	0	8	220	\$27,680	
Task D: Evaluation of Future Water Transmission/Distribution System (> 10" pipe)									
Evaluate performance of water transmission/distribution system model in 5-year planning horizon w/EPS and Fire Flow Scenarios	8	16	16				40	\$5,760	
Evaluate performance of water transmission/distribution system model in 10-year planning horizon w/EPS and Fire Flow Scenarios	4	16	16				36	\$5,040	
Evaluate performance of water transmission/distribution system model in 20-year planning horizon w/EPS and Fire Flow Scenarios	4	16	16				36	\$5,040	
Identify any upgrades to the system necessary to meet service requirements in 5, 10 & 20-year planning horizons and improvements for CIP	8	24	24				56	\$7,920	
Prepare Technical Memorandum documenting task results	4	16	16	8		4	48	\$6,160	
							0	\$0	
Task D: Total	28	88	88	8	0	4	216	\$29,920	
Task E: Evaluation of Existing Water Supply & Treatment Facilities									
Review & analysis of existing population projections and water demands versus City WTPs and Water Supply Capacities	8	24	16				48	\$7,040	
Inventory of Existing Water Supply and WTP Facilities							0	\$0	
Review of Plans and Records for Water Supply, WTP Processes & Equipment	8	8	8	8			32	\$4,480	
Review of Existing Operational Issues and Constraints with Operations Staff	8	8	8				24	\$3,600	
Conduct Site Visit to Review Condition & Operation of all above Ground Existing Water Supply and Treatment Facilities (not new)	16	16	16				48	\$7,200	
Review of Hydraulic & Treatment Capacity of each Unit Process	8	24	24	16			72	\$9,680	
Prepare Technical Memorandum Documenting Task Results	8	24	16			4	52	\$7,280	
							0	\$0	
Task E: Total	56	104	88	24	0	4	276	\$39,280	

Professional Engineering Services for the City of Palm Bay, Florida
 Water System Master Plan
 Task Order No. 21-07-IS
 ISS Project Number: PBU009



Project Hourly Labor Breakdown Estimate for Engineering Services								
Task Name	Senior Technical Professional	Professional Engineer 3	Engineer 3	Technician 5	1 Person Survey Crew	Administrative / Clerical 3	Total Hours	Total Dollars
	\$180	\$160	\$110	\$110	\$110	\$60		
Task F: Evaluation of Future Water Supply and Treatment Facilities								
Evaluate and identify upgrades to the Water Supply and Treatment Facilities to serve future growth	2	16	16				34	\$4,680
Identify and program upgrades needed in each planning horizon (5, 10, 20-year planning horizon)		24	24				48	\$6,480
Prepare Technical Memorandum documenting task results	8	16	16	8			48	\$6,640
							0	\$0
Task F: Total	10	56	56	8	0	0	130	\$17,800
Task G: List of Water System Project Improvements for the Capital Improvement Plan								
Develop list of existing & future Water Supply, Treatment, Storage and Pumping, Transmission/Distribution System improvements for the City Capital Improvement Plan (CIP)	16	24	24			4	68	\$9,600
Prepare Summary of Capital Projects with Descriptions, Planning Level Cost Estimates, Estimated Planning Horizon, and Driver of Project Need	16	24	24	8		4	76	\$10,480
							0	\$0
Task G: Total	32	48	48	8	0	8	144	\$20,080
Task H: Meetings								
Kick-off Meeting	3	3	8	8			22	\$2,780
Site meeting with Water System operations staff	3	3	8				14	\$1,900
Progress meeting to review initial results of existing conditions model	3	3	8				14	\$1,900
Progress meeting to review initial results of scenarios for modeling future conditions	3	3	8				14	\$1,900
Meeting to review DRAFT Master Plan	3	3	3	4			13	\$1,790
							0	\$0
Task H: Total	15	15	35	12	0	0	77	\$10,270
Total Labor Hours	175	595	627	240	0	36	1,673	
% OF Total Labor Hours	10.5	35.6	37.5	14.3	0.0	2.2	100.0	
Total Labor Fee	\$31,500	\$95,200	\$68,970	\$26,400	\$0	\$2,160	\$224,230	\$224,230

Subconsultants	Total
	\$ -
Total Subconsultant Fees	\$ -

Summary of Task Estimate	Total
ISS Labor Estimate Total	\$224,230
Subconsultant Fees	\$0
ISS Expenses Estimate Total	\$0
Total Estimated Cost	\$224,230



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Patricia Smith, City Attorney

DATE: 3/4/2021

RE: Ordinance 2021-09, amending the Code of Ordinances, Chapter 59, Quasi-Judicial Proceedings, by modifying procedures contained therein, first reading.

The amendments to § 59.05, Palm Bay Code of Ordinances establish time limits for the presentation of evidence; provides the standard for lay and expert testimony; codify the expectation that reports and detailed written evidence should be provided in advance of the hearing; creates a process for the Quasi-Judicial Body to review a proposed order by the Quasi-Judicial Body's legal counsel; and provides consistent capitalization for the term "Quasi-Judicial Body." The order of presentation of evidence shall be as follows:

- Applicant shall present its case first and have a maximum of 30 minutes. The time includes opening statements and any direct examination of witnesses but does not include questions from the Quasi-Judicial Body.
- City staff shall have a maximum of 30 minutes to present its case. The time includes opening statements and any direct examination of witnesses but does not include questions from the Quasi-Judicial Body.
- Any aggrieved or adversely affected person who has complied with the notice requirement set forth in § 59.03, Palm Bay Code of Ordinances, shall have a maximum of 30 minutes to present its case. The time includes opening statements and any direct examination of witnesses but does not include questions from the Quasi-Judicial Body.
- After each witness testifies, any party may cross-examine the witness. Each cross-examining party has a maximum of 15 minutes per witness.
- Members of the public shall be permitted a maximum of 5 minutes per person.
- The Quasi-Judicial Body may modify the time limits. Any party requesting additional time should specify the amount of additional time the party is seeking and the subjects to be discussed during the additional time. The Quasi-Judicial Body should consider any request for medication to assure all parties have an opportunity to participate without undue repetition, delay and in furtherance of due process.

The evidentiary section, section 59.05(8), has been modified to provide the legal standard by which lay and expert testimony may be considered competent and substantial evidence. Section 59.05(8)(c) provides that lay testimony must be fact-based and generalized statements of opposition do not constitute competent substantial evidence. Section 59.05(8)(d) provides that the opinion and recommendations of professional city staff or other duly qualified professionals and experts may constitute competent and substantial evidence so long as the opinions and recommendations are related to the person's professional expertise and qualifications. In addition, section 59.05(8)(e) was added to provide an 8-business day deadline before the quasi-judicial hearing for submission of reports and detailed written evidence.

A Quasi-Judicial Body is generally required to provide the applicant with a final order including findings of facts and conclusions of law to support the denial. The revision of section 59.05(14) creates a process by which the Quasi-Judicial Body may direct the Quasi-Judicial Body's legal counsel to prepare a proposed order and continue the hearing to allow the Quasi-Judicial Body to adopt or modify the proposed order.

REQUESTING DEPARTMENT:

City Attorney's Office

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to approve the ordinance modifying procedures for quasi-judicial proceedings.

ATTACHMENTS:

Description

Ordinance 2021-09

ORDINANCE 2021-09

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE V, LEGISLATIVE, CHAPTER 59, QUASI-JUDICIAL PROCEEDINGS, BY MODIFYING PROCEDURES CONTAINED THEREIN; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. The City of Palm Bay Code of Ordinances, Title V, Legislative, Chapter 59, Quasi-Judicial Proceedings, Section 59.05, Procedures for Quasi-Judicial Proceedings, is hereby amended and shall henceforth read as follows:

“Section 59.05 PROCEDURES FOR QUASI-JUDICIAL PROCEEDINGS.

(A) The following is a guideline for conducting quasi-judicial hearings:

* * *

(4) The Presider shall have the option of determining the order to expedite the proceedings. However, all parties shall be provided the opportunity to present their case. In the event the quasi-judicial matter constitutes a public hearing, the general order of the presentation of evidence shall be as follows:

(a) The applicant, having the burden of persuasion and the burden of proof, shall proceed to present its case first; >>by providing any factual and expert witness(es) to testify and submitting relevant evidence for the Quasi-Judicial body's consideration (maximum thirty (30) minutes)<<;

(b) City staff >>and any staff consultants<< shall then present the opinion of the City or any other relevant information necessary for the q>>Q<<uasi-j>>J<<udicial body's consideration >>(maximum thirty (30) minutes)<<;

(c) Any aggrieved or adversely affected person who has complied with the notice requirement set forth in § 59.03 shall be heard >>permitted to present factual and expert witness testimony and relevant evidence for the Quasi-Judicial body's consideration (maximum thirty (30) minutes)<<;

(d) ~~Any other person who has taken an oath upon statement of his/her name and address for the record shall be heard;~~ >>Cross-examination of witnesses by the applicant, City staff or any aggrieved or adversely affected person shall be permitted during testimony to the extent requested and necessary in furtherance of due process requirements (maximum fifteen (15) minutes per witness).<<

(e) ~~Closing argument shall then be given by the applicant.~~ >>Any other person who has taken an oath upon statement of his/her name and address for the record shall present any factual or expert testimony relevant to the matter being considered (maximum three (3) minutes per person)<<;

>>(f) Closing argument/rebuttal shall then be given by the applicant; witnesses may be called during rebuttal (maximum ten (10) minutes).

(g) The Quasi-Judicial Body may modify the time limits specified in this subsection (4) on its own motion or upon request of a party to the proceeding. A request for a modification shall detail the additional time desired and the subjects to be discussed during the additional time. A request for a modification of time should be considered by the Quasi-Judicial Body to assure all parties have an opportunity to participate without undue repetition, delay and in furtherance of due process.<<

* * *

(7) The ~~quasi-judicial~~ >>Q<< body shall have the authority to ask questions of anyone present at the proceedings prior to closing the public hearing and commencing deliberations. If during the deliberations, a question arises which the Quasi-Judicial Body desires to ask, it shall reopen the public hearing, pose the question and allow ~~both~~ the applicant >>, any aggrieved or adversely affected person,<< and the City the opportunity to respond to the question posed prior to closing the public hearing again and resuming deliberations.

(8) Neither the Federal Rules of Evidence nor the Florida Evidence Code shall apply, but fundamental due process shall be observed and govern said proceedings at all times. >>The following evidentiary rules should be considered when the Quasi-Judicial Body receives testimony and evidence at the hearing:<<

~~(9)~~ >>(a)<< All relevant evidence shall be admitted. The ~~quasi-judicial~~ >>Q<< body may exclude irrelevant, immaterial, or unduly repetitious evidence.

(10) >>(b)<< Hearsay evidence may be accepted for the purpose of either supplementing or explaining any direct evidence, provided it is not offered to prove the truth of the matter asserted, but such hearsay evidence shall not, in and of itself, be considered sufficient to support a finding or decision unless the evidence would be admissible over objections in any civil litigation proceeding in a state or federal court in Florida.

>>(c) Lay testimony is permissible and may constitute competent substantial evidence so long as it is fact-based. Mere generalized statements of opposition do not constitute competent substantial evidence.

(d) The opinions and recommendations of professional city staff members including, but not limited to, city growth management staff, the city engineer, law enforcement and fire personnel, and other qualified staff members may constitute competent substantial evidence, provided such opinions and recommendations are related to the city staff person's professional expertise and qualifications. The opinions of other duly qualified professionals and experts of may also be similarly considered competent substantial evidence.

(e) Reports and detailed written evidence shall be submitted to the clerk at least eight business days before a hearing, to the extent feasible, to allow the Quasi-Judicial Body, the parties and interested persons the opportunity to review the documentation prior to the hearing.<<

(11 >>9<<) If, after notice of hearing, a party does not appear, the hearing may be conducted, and an order entered, in the absence of the party.

(12 >>10<<) The Quasi-Judicial body shall have the authority to issue any and all orders to afford the proper relief, and this authority shall include the authority to grant continuances to a date-certain upon good cause shown.

(13 >>11<<) At the conclusion of the presentation of the evidence and the taking of testimony, the Quasi-Judicial body shall close the public hearing and proceed to deliberate. The Quasi-Judicial body shall endeavor to make a determination based upon the appropriate criteria.

(14 >>12<<) At the conclusion of the hearing, if and only if relief is denied to the applicant, ~~a subsequent written order shall be issued to the applicant by the Quasi-Judicial Body's legal counsel setting forth the reasons therefor~~ >>the Quasi-Judicial Body may direct the Quasi-Judicial Body's legal counsel to prepare a proposed order, which will include findings of fact and conclusions of law, for the Quasi-Judicial Body to consider as final action on a quasi-judicial matter. If such

direction is given to the Quasi-Judicial Body's legal counsel, the hearing may be continued to another meeting at which the Quasi-Judicial Body will consider adopting the proposed order as presented or modified by the Quasi-Judicial Body. A copy of the final order will be provided to the applicant and other interested parties upon request.<<

(15 >>13<<) The clerk shall retain all of the evidence and documents submitted into evidence at the hearing. This shall include the official file in the matter, as well as any document presented at the hearing or demonstrative exhibit seen by the q>>Q<<uasi-j>>J<<udicial body while making its decision. Nothing herein shall be deemed to prohibit any party from providing a court reporter for the proceedings. Any party wishing to appeal the decision of a q>>Q<<uasi-j>>J<<udicial body shall have the responsibility to ensure compliance with Fla. Stat. 286.0105.”

SECTION 2. It is the intention of the City Council of the City of Palm Bay that the provisions of this Ordinance shall be made a part of the City of Palm Bay Code of ordinances and the sections may be renumbered to accomplish such intention.

SECTION 3. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Palm Bay that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

SECTION 4. The provisions within this ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting 2020- , held on , 2021; and
read in title only and duly enacted at Meeting 2021- , held on , 2021.

Robert Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Strikethrough words shall be deleted; highlighted words that will be included will be placed in between two arrow symbols (>> <<). Deletions and additions constitute the proposed amendment. Words remaining are now in effect and remain unchanged.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Joan Junkala-Brown, Community & Economic Development

DATE: 3/4/2021

RE: Ordinance 2021-10, amending the Code of Ordinances, Chapter 52, Boards, Subchapter 'Community Development Advisory Board', by modifying the Rules of Procedure for meeting frequency and quorum requirements, first reading.

At the Regular Meetings of the Community Development Advisory Board (CDAB) held on January 20, 2021 and February 17, 2021, the Board voted to amend its by-laws by changing the meeting frequency from quarterly to monthly, and the quorum requirement from six (6) to five (5) members.

The by-laws revision would require a textual amendment to the related language in the Palm Bay Code of Ordinances. The attached ordinance reflects changes to Section 52.194, Rules of Procedure.

REQUESTING DEPARTMENT:

Community & Economic Development

FISCAL IMPACT:

There is no fiscal impact.

RECOMMENDATION:

Motion to adopt an ordinance amending Section 52.194 of the Palm Bay Code of Ordinances.

ATTACHMENTS:

Description

Ordinance 2021-10

ORDINANCE 2021-10

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE V, LEGISLATIVE, CHAPTER 52, BOARDS, SUBCHAPTER 'COMMUNITY DEVELOPMENT ADVISORY BOARD', BY MODIFYING THE RULES OF PROCEDURE FOR MEETING FREQUENCY AND QUORUM REQUIREMENTS; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. The City of Palm Bay Code of Ordinances, Title V, Legislative, Chapter 52, Boards, Subchapter 'Community Development Advisory Board', Section 52.194, Rules of Procedure, is hereby amended and shall henceforth read as follows:

"Section 52.194 RULES OF PROCEDURE.

(A) *Meetings:*

(1) Regular meetings shall be held ~~quarterly~~ >>monthly<< and on such days and at such times and locations as the Board from time to time determines. Meetings shall be held in public facilities.

(2) Special or workshop meetings may be called by the Chairperson or by at least three (3) members of the Board.

(B) *Quorum:* ~~Six (6)~~ >>Five (5)<< board members shall constitute a quorum for the transaction of business at any meeting and the vote of a majority of such quorum shall be sufficient for formal action by the Board.

* * *

SECTION 2. It is the intention of the City Council of the City of Palm Bay that the provisions of this Ordinance shall be made a part of the City of Palm Bay Code of ordinances and the sections may be renumbered to accomplish such intention.

SECTION 3. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Palm Bay that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

SECTION 4. The provisions within this ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting 2020-_____, held on _____, 2021; and read in title only and duly enacted at Meeting 2021-_____, held on _____, 2021.

Robert Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Strikethrough words shall be deleted; highlighted words that will be included will be placed in between two arrow symbols (>> <<). Deletions and additions constitute the proposed amendment. Words remaining are now in effect and remain unchanged.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Joan Junkala-Brown, Community & Economic Development Director

DATE: 3/4/2021

RE: Consideration of the Community Development Block Grant (CDBG) Program Grant Agreement for Fiscal Year 2020-2021.

On February 17, 2021, the City received the CDBG Program Grant Agreement from U.S. Department of Housing & Urban Development (HUD) for Fiscal Year 2020-2021. The CDBG grant allocation is \$778,608. It is important to note that this is \$118 less than the original estimated amount of \$778,726 provided by HUD. This difference is due to an allocation accounting error by HUD.

At the Regular Meetings on May 7, 2020 and June 18, 2020, City Council held the first and final public hearings, approving the FY 2020-2021 Annual Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnership awarding funds to eligible programs and activities to be funded for program year starting October 1, 2020 thru September 30, 2021. This grant agreement signifies HUD's approval of the City's Annual Action Plan.

The Fiscal Year 2020-2021 Annual Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnership is the fifth annual action plan of the 5-Year Consolidated Plan (covering October 1, 2016 thru September 30, 2021) as adopted by City Council and approved by the U.S. Department of Housing & Urban Development (HUD).

REQUESTING DEPARTMENT:
Community & Economic Development

FISCAL IMPACT:
The allocation of \$778,608 in CDBG funding will result in an increased revenue to CDBG Fund 112.

RECOMMENDATION:
Motion to authorize the City Manager to execute the FY 2020-2021 CDBG Program Grant Agreement.

ATTACHMENTS:

Description

FY 2020-2021 HUD CDBG Grant Program Agreement

FY 2020-2021 HUD Grant Transmittal Letter

FY 2020-2021 CDBG Special Conditions

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Palm Bay	3a. Grantee's 9-digit Tax ID Number 596018984	3b. Grantee's 9-digit DUNS Number 060236262
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 120 Malabar Road Se Palm Bay, FL 32907-3009	4. Date use of funds may begin (mm/dd/yyyy)	
	5a. Project/Grant No. 1 B-20-MC-12-0032	6a. Amount Approved \$778,608
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Lisa Hill		Grantee Name (Contractual Organization) Palm Bay (City Of Palm Bay)	
Title CPD Director		Title	
Signature 	Date (mm/dd/yyyy) 1/21/2021	Signature X	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 10/01/2020	10. check one <input type="checkbox"/> a. Orig. Funding Approval <input checked="" type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy) 1/21/2021	
11. Amount of Community Development		9c. Date of Start of Program Year (10/01/2020)	
Block Grant		FY (2020)	FY (2019)
a. Funds Reserved for this Grantee		\$778,695	\$ 31
b. Funds now being Approved		\$778,577	
c. Reservation to be Cancelled (11a minus 11b)		-\$ 118	

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency City Of Palm Bay 120 Malabar Road Se Palm Bay, FL 32907-3009
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature X

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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U.S. Department of Housing and Urban Development



Grant Agreement Transmittal

Dear Director Junkala:

The Jacksonville Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons through HUD programs. Enclosed is the Grant Agreement for the following program:

Community Development Block Grant Program (CDBG)	\$778,608
Total FY 2020 Award	\$778,608

Transmittal of these Grant Agreement/s does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and Palm Bay's Community and Economic Development Department.

To establish a Line of Credit for Fiscal Year 2020 grants, it will be necessary for your agency to sign, execute and return one (1) copy of the Grant Agreement. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055). Also, please ensure the IDIS Online Access Request Form is notarized and returned to this office with your Grant Agreement. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

In accordance with the HOME regulations at 24 CFR 92.254(a)(5), a Participating Jurisdiction (PJ) must establish resale and/or recapture requirements that comply with the standards of the regulation. Furthermore, the resale and/or recapture requirements must be set forth in the PJ's Consolidated Plan. HUD must determine if the PJ's provisions comply with the requirements of the regulations and notify the PJ in writing of its determination.

HUD has reviewed Palm Bay's resale and/or recapture provisions and has determined that the provisions included in the Plan comply with the requirements at 24 CFR 92.254(a)(5).

If applicable, please note the special condition in your CDBG Funding Approval/Agreement.

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (**Environmental Review Procedures**). Funds for such activities may not be obligated or expended until HUD has approved the release of funds in writing. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

Please execute two (2) copies of the CDBG Funding Approval/Agreement with electronic signature. In response to COVID-19, HUD authorizes you to electronically execute the grant agreement/s with your electronic signature. Return one (1) of each of the agreements to this office to the attention of Lisa A Hill Director, Community Planning and Development. Please ensure the Chief Elected Official and/or authorized designee electronically signs the CDBG grant agreement in the box directly across from the HUD CPD Director's signature. The CDBG Funding Approval/Agreement should **not** be electronically signed in box 12c. Maintain a copy of each of the agreement/s with your original signature/s on site in your program files.

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: <https://www.hudexchange.info/manage-a-program/grant-based-accounting/>.

HUD congratulates Palm Bay's Community and Economic Development Department on its grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or require further information or assistance, please contact, Ralston Reodica, Community Planning and Development Representative at (904) 208-6074 or by email at Ralston.C.Reodica@hud.gov .

Sincerely,



Lisa A Hill, Director,
Office of Community Planning and
Development

Enclosures: FY2020 CDBG Grant Agreement

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall begin on the date specified in item 4 and shall end on September 1, 2027. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2027.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Joan Junkala-Brown, Community & Economic Development Director

DATE: 3/4/2021

RE: Consideration of exceeding the \$20,000 maximum award for SHIP Emergency Repair strategy by \$5,000 under the approved LHAP for 931 Crocus Street NE.

On May 18, 2017, City Council adopted Resolution 2017-20 approving the Local Housing Assistance Plan (LHAP) for Fiscal Years 2017-2018, 2018-2019, and 2019-2020. The City's LHAP provides a plan for administering the City's State Housing Initiative Partnership (SHIP) grant allocations for various housing strategies, to include Owner-Occupied (also known as Single-Family) Rehabilitation, Purchase (also known as Down Payment) Assistance, Utility Hookup Assistance, Emergency Repair and Special Needs Programs. The LHAP also provides maximum award thresholds for each housing strategy.

The LHAP 2017-2020 provides for a maximum award of \$20,000 per household under the SHIP Emergency Repair Program, which funds necessary and eligible emergency repairs. All award maximums also cover project delivery costs associated with such programs, i.e. title search, recordation of liens, inspections (initial, partial and final), mortgage modifications, etc.

Staff is requesting to exceed the maximum award amount under the Emergency Repair strategy to fund unforeseen roof repairs to a single-family residence located at 931 Crocus Street NE. The repairs are eligible under the SHIP Emergency Repair Program and the household has been certified as very-low income. The lowest bid of \$14,402.50 (covers only the repairs to the home) was awarded to OTD Development Group and a Notice to Proceed was issued on January 25, 2021; however, during repairs to the roof, the contractor uncovered wood rot to the decking and soffits not previously apparent during the initial scope of work.

Staff is requesting an additional \$5,000 to assist the household with the unforeseen repairs. While the additional funds requested would bring the total award to \$19,402.50 (under the \$20,000 maximum), this total only accounts for construction and does not account for project delivery costs. Any unused funds will be unencumbered and made available for other eligible applicants under the SHIP Program.

REQUESTING DEPARTMENT:
Community & Economic Development

FISCAL IMPACT:

If approved, staff will encumber a total of \$25,000 from the SHIP Emergency Repair account (111-3353-554-3804, project 20CD07).

RECOMMENDATION:

Motion to authorize staff to exceed the maximum award amount by \$5,000 under the SHIP Emergency Repair strategy for necessary unforeseen repairs to 931 Crocus Street NE.

ATTACHMENTS:

Description

931 Crocus St. NE Change Order

EXHIBIT G

**CONSTRUCTION CONTRACT
CHANGE ORDER # 1**

Owner: Tony Di Chiria
 Contractor: OTD Development Group
 Property Address: 931 Crocus St, NE Palm Bay, Florida 32907

The Construction Contract entered into on January 15, 2021, by and between the above Owner and Contractor, is hereby amended to include the following changes, additions and/or deletions to the work:

ITEM	DESCRIPTION OF WORK TO BE CHANGED	AMOUNT
1.	5 additional 1/2" Plywood over quote	\$ 375.00
2.	2x6 sub Fascia above quote 200' ^{200'}	\$ 1,200.00
3.	2x4 Rafters repairs above quote 240' ^{240'}	\$ 1,320.00
4.	Aluminum Fascia and soffit above quote 200'	\$ 2,640.00
5.		
TOTAL CHANGE ORDER AMOUNT		\$ 5,535.00

Contractor shall attach all supporting documentation in the form of photos, estimates, or explanations for all changes requested. No change order shall be approved without supporting documentation.

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by \$ 5,535.00 for a new total of \$ 19,937.50

This Change Order will cause the completion deadline to be extended:

Yes - attach Request for Extension (Exhibit H) No

[Signature] 2/16/2021 [Redacted Signature]
 Contractor Signature Date Homeowner Signature Date

**** City of Palm Bay only below this line. ****

Change Order is hereby Approved Denied*

* Reason for denial, if applicable. _____

 Housing Administrator (Print) Housing Administrator (Sign) Date

 Department Director (Print) Department Director (Sign) Date

Jennifer Lawson

From: cunningham terry <otddevelopment@gmail.com>
Sent: Thursday, February 18, 2021 10:00 AM
To: Jennifer Lawson
Subject: FW: 931 Crocus st
Attachments: crocus change order.pdf

Follow Up Flag: Follow up
Due By: Monday, February 22, 2021 3:30 PM
Flag Status: Flagged

Categories: follow up

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: cunningham terry <otddevelopment@gmail.com>
Date: Thursday, February 18, 2021 at 9:59 AM
To: cunningham terry <otddevelopment@gmail.com>
Subject: Re: 931 Crocus st

Hi Jenny

Here is the change order and the pictures I sent earlier.

From: cunningham terry <otddevelopment@gmail.com>
Date: Tuesday, February 16, 2021 at 11:41 AM
To: Jennifer Lawson <Jennifer.Lawson@palmbayflorida.org>
Subject: 931 Crocus st

Hi Jenny,

Crocus had way more damage than anticipated.
I am attaching pictures and we will have a change order ready for tomorrow.

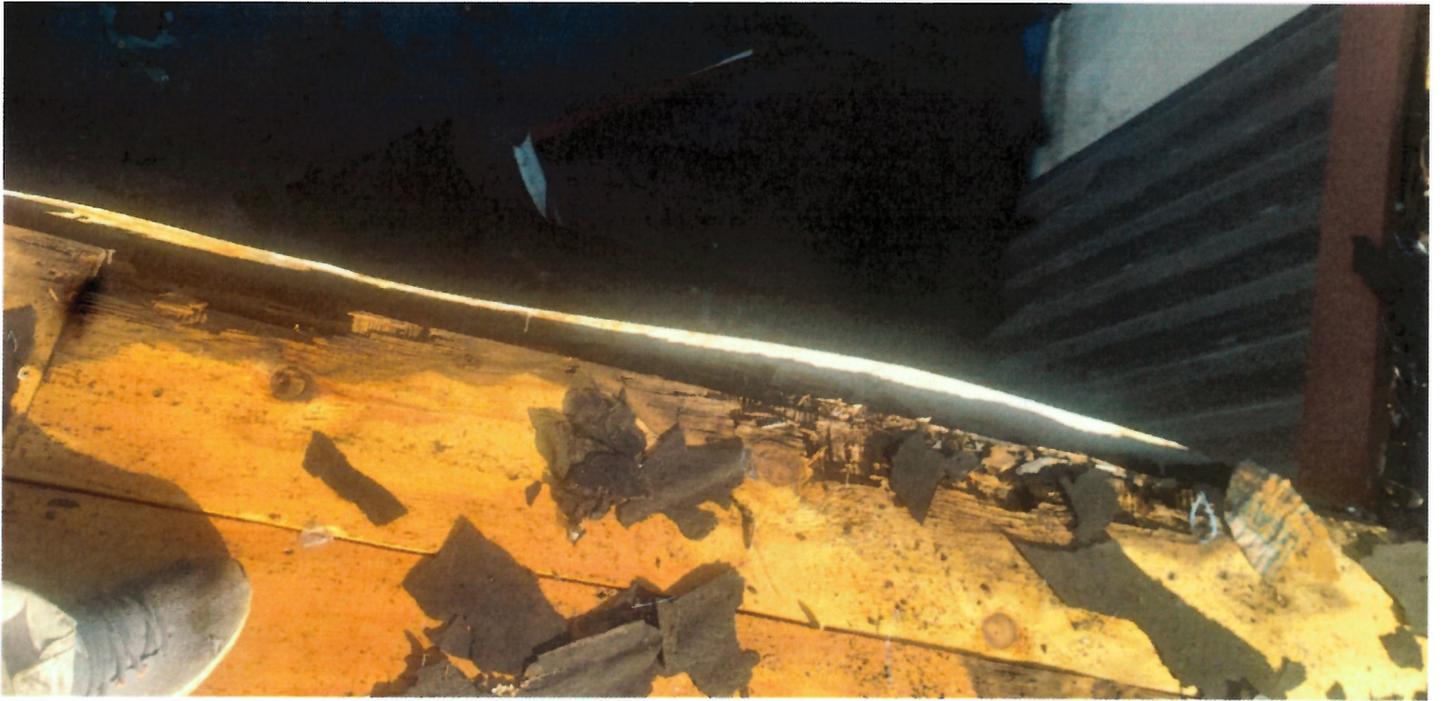
Let me know if you will need anything else.

















LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Joan Junkala-Brown, Community & Economic Development Director

DATE: 3/4/2021

RE: Consideration of accepting the 2020 Annual Reports from L3Harris Technologies and Midwest Dental Arts for the City's Ad Valorem Tax Abatement Program.

Palm Bay City Council adopted Resolution 98-55 approving an economic development ad valorem tax exemption program of the City, and subsequently approved for another 10 years by the residents of Palm Bay by a referendum vote at the Regular Municipal Election held on November 6, 2018, to authorize the City to continue to grant economic development ad valorem tax exemptions to new business and the expansion of new businesses for the purpose of encouraging job creation.

On December 15, 2011, City Council adopted Ordinance 2011-67 granting an economic development ad valorem tax exemption to L3Harris Technologies Inc for a term of 10 years commencing with the first fiscal year the new personal property and construction of new facilities are adding to the assessment roll, and lasting 10 years thereafter for 100 percent of City ad valorem taxes. Per the Ordinance, Harris Corporation shall submit to the City an annual report providing evidence of continued compliance with the definition of an existing business planning to expand, per Section 196.012, Florida Statutes.

The 2020 Annual Report and IRS form 941 indicates a net increase in employment by 1,042 new persons, largely due to the merger between former Harris Corporation and L3 Technologies. The Report also notes increased total sales in Florida by \$1,796,507,726 and across the globe by \$3,040,927,371 from this facility since the 2019 annual report. On February 8, 2021, the Brevard County Property Appraiser certified that the estimated revenue which will be lost to the City during the current fiscal year is \$570,310.62. The estimated taxable value lost to the City for improvements to real property and personal property is \$62,504,090 and \$10,235,030, respectively.

On September 6, 2018, City Council adopted Ordinance 2018-36 granting an economic development ad valorem tax exemption to Project Rainbow (later modified as Midwest Dental Arts by Ordinance 2019-40) for a term of 8 years commencing with the first fiscal year the new personal property and construction of new facilities are adding to the assessment roll, and lasting 8 years thereafter for 80 percent of City ad valorem taxes. Per the Ordinance, Midwest Dental Arts shall submit to the City an annual report providing evidence of continued compliance with the definition of an existing business planning to expand, per Section 196.012, Florida Statutes.

The 2020 Annual Report indicates that the company began construction of the new facility in Palm Bay on

December 2019. The new facility, which has not yet been received its Certificate of Completion, is a total of 18,832 SF (13,932 SF lab, 2,900 SF dental offices and 2,000 SF training center). The Report notes no net increase in employment in 2020. Midwest Dental Arts is not eligible for an ad valorem tax abatement for the 2020 property tax year.

REQUESTING DEPARTMENT:

Community & Economic Development

FISCAL IMPACT:

The City is expected to realize a loss of \$570,310.62 in ad valorem tax revenue for the Fiscal Year 2022.

RECOMMENDATION:

Motion to accept the 2020 Annual Reports for the City's Ad Valorem Tax Abatement Program from L3Harris Technologies and Midwest Dental Arts as certified by the Brevard County Property Appraiser.

ATTACHMENTS:

Description

2020 AVT Annual Report L3Harris Technologies

2020 AVT Annual Report Midwest Dental Arts

ANNUAL REPORT

**ECONOMIC DEVELOPMENT AD VALOREM
TAX EXEMPTION PROGRAM
RESOLUTION 98-55, PALM BAY CODE**

As required by the Economic Development Ad Valorem Tax Exemption Ordinance, Chapter 102, Division 3, Section 189 Brevard County Code, this form is to be filed with the City of Palm Bay Council no later than March 1 of each year the exemption is desired.

1. Business name: L3Harris Technologies Inc
 Mailing address: PO Box 37, Melbourne, FL 32902-0037

2. Name of person in charge of business: Vanessa Sanz
 Telephone No.: (321) 724-3982 FAX No.: ()

3. Location of business (legal description and street address) of property for which this report is filed:
1395 Troulman Blvd NE Palm Bay FL 32905
Account 2832147 parcel Id 28-37-23-FN-YF

4. Date business opened at this facility: ~ 1959

5. a. Description of improvements to real property for which this exemption is requested: New building - Harris Technology Center

b. Date of commencement of construction of improvements: ground breaking ceremony 11/27/2012

6. a. Description of the tangible personal property for which this exemption is requested and date when property was purchased:
Provide this information on the attached form entitled: "Tangible Personal Property" Audit Report.

b. Average value of inventory on hand: n/a

7. Have you maintained the definition of a "New Business" or as an "Expansion of an Existing Business?" Yes () No ()

8. Describe the type or nature of your business: provide communication & information processing systems solutions for US Gov. customers, aerospace primes and selected commercial markets

9. Trade level (check as many as apply):
 Wholesale () Manufacturing () Professional () Service () Office () Other ()

10. a. Number of full-time employees employed in Florida: 8,530
 b. If an expansion of an existing business:
 (1) Net increase in employment 1,042 *merged L3H or _____ %
 (2) Increase in productive output resulting from this expansion: _____ %

11. Sales factor for the facility requesting exemption:
 Total sales in Florida from this facility – one (1) location only 1,798,507,726 divided by
 Total sales everywhere from this facility – one (1) location only 3,040,927,371 = 59%

12. For office space owned and used by a corporation newly domiciled in Florida:
 a. Date of incorporation in Florida: n/a
 b. Number of full-time employees at this location: n/a

I agree to furnish such other reasonable information as the City of Palm Bay Council may request in regard to this exemption. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. (If prepared by someone other than the taxpayer, his/her declaration is based on all information for which he/she has any knowledge.)

DATE: 1/27/2021 SIGNED: _____
 SIGNED: Jeanne Miller (Preparer)
 (Taxpayer) _____ (Preparer's address)
 TITLE: Tax Lead _____ (Preparer's telephone number)

PROPERTY APPRAISER'S USE ONLY

I. Estimate of the revenue which will be lost to the City during the current fiscal year had the exempt property otherwise been subject to taxation:
\$ 570,310.62

II. Estimate of the taxable value lost to the City:
 Improvements to real property: 62,504,090 Personal property: 10,235,030

DATE: 2-8-21 SIGNED: [Signature]
 (Property Appraiser)

ANNUAL REPORT

ECONOMIC DEVELOPMENT AD VALOREM
TAX EXEMPTION PROGRAM
RESOLUTION 98-55, PALM BAY CODE

As required by the Economic Development Ad Valorem Tax Exemption Ordinance, Chapter 102, Division 3, Section 189 Brevard County Code, this form is to be filed with the City of Palm Bay Council no later than March 1 of each year the exemption is desired.

1. Business name: MIDWEST DENTAL APTS
Mailing address: 1490 TREELAND BLVD SE PALM BAY FL 32903
2. Name of person in charge of business: JAMEY SCHROPP
Telephone No.: 321 426 7723 FAX No.: (321) 426 7724
3. Location of business (legal description and street address) of property for which this report is filed:
PARCEL ID # 29-37-09-NY-2042-6 LEGAL DESC: PLAT BOOK/PAGE: 0030-0060 PART
MALABAR UNIT 24 L
4. Date business opened at this facility: ~~4/18/2021~~ 4/18/2021
5. a. Description of improvements to real property for which this exemption is requested: NEW FACILITY BUILT FROM
AN EMPTY & UNDEVELOPED LOT 13932 sq ft lab, 2900 dental office,
2000 training center
b. Date of commencement of construction of improvements: DEC 2019 ground was broken
6. a. Description of the tangible personal property for which this exemption is requested and date when property was purchased:
Provide this information on the attached form entitled: "Tangible Personal Property" Audit Report.
b. Average value of inventory on hand: 0
7. Have you maintained the definition of a "New Business" or as an "Expansion of an Existing Business?" Yes No
8. Describe the type or nature of your business: Dental lab, manufacture of dental prosthetics
9. Trade level (check as many as apply):
Wholesale Manufacturing Professional Service Office Other
10. a. Number of full-time employees employed in Florida: 27
b. If an expansion of an existing business:
(1) Net increase in employment: 0 to date in 2020 %
(2) Increase in productive output resulting from this expansion: 0 to date in 2020 %
11. Sales factor for the facility requesting exemption:
Total sales in Florida from this facility - one (1) location only: 0 in 2020 divided by
Total sales everywhere from this facility - one (1) location only: 0 in 2020 =
12. For office space owned and used by a corporation newly domiciled in Florida:
a. Date of incorporation in Florida: N/A
b. Number of full-time employees at this location: 21

I agree to furnish such other reasonable information as the City of Palm Bay Council may request in regard to this exemption. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. (If prepared by someone other than the taxpayer, his/her declaration is based on all information for which he/she has any knowledge.)

DATE: 4/22/21
SIGNED: Jamey Schropp
TITLE: owner

SIGNED: Jerral Orlich
(Preparer)
691 Hwy 965 SWisher IA 52388
(Preparer's address)
319.857.4030
(Preparer's telephone number)

PROPERTY APPRAISER'S USE ONLY

i. Estimate of the revenue which will be lost to the City during the current fiscal year had the exempt property otherwise been subject to taxation:
0

ii. Estimate of the taxable value lost to the City:
Improvements to real property: 0 Personal property: 0

DATE: 2-8-21

SIGNED: [Signature]
(Property Appraiser)



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Brian Robinson, Information Technology Director

DATE: 3/4/2021

RE: Consideration of appropriation from General Fund Undesignated Fund Balance for FY21 Disaster Recovery Solution hardware and software maintenance (\$58,791).

At Regular Council Meeting 2020-24 the City Council approved the appropriation of funds (\$624,300) to purchase a Disaster Recovery Solution. The solution includes additional computer network hardware and software to extend technology services during a natural or man-made disaster. Much of the necessary equipment and software licenses were procured in FY20, and installation of the replication infrastructure has begun at the hardened facility designated for the Disaster Recovery Site. The initial appropriation approved by the City Council did not include a request for the funding required for hardware and software maintenance due to costs being dependent on the specific equipment and software licenses purchased.

Staff is requesting the appropriation of funding for the FY21 hardware and software maintenance costs for the Disaster Recovery Solution equipment and software licenses procured in FY20.

REQUESTING DEPARTMENT:

Information Technology

FISCAL IMPACT:

Staff is requesting the appropriation of \$58,791 from General Fund Undesignated Fund Balance to be budgeted as follows: 001-2310-519-4603 – \$16,192 Computer Hardware Maintenance; 001-2310-519-4604 – \$20,713 Computer Software Maintenance; and 001-2310-519-5403 – \$21,886 Subscriptions (Software).

RECOMMENDATION:

Motion to approve the appropriation of funds on the next scheduled budget amendment in the amount of \$58,791.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Ruth Chapman, Acting Finance Director

DATE: 3/4/2021

RE: Consideration of prepayment of the Utility Special Assessment Bonds, Series 2003A.

Finance has identified an opportunity to prepay the remaining principal balance of the Utility Special Assessment Bonds, Series 2003A. The bonds were issued in 2003 to finance water and sewer system improvements in Units 38 and 40. The outstanding bonds have a coupon rate of 4.125 percent. The debt service schedule shows the final payment would be due on July 1, 2023, if no prepayment is made. Currently, the combined total cash available from all available sources (collections, sinking fund, and debt service reserve) is \$533,666.77.

There is currently \$510,000.00 in outstanding principal. If interest is allowed to accrue until the next regularly scheduled payment date of July 1, 2021, the amount needed for interest would be \$10,518.75. If prepaid before that date, the amount needed for interest would be less. Bond Counsel has advised staff that the City can prepay the bonds.

If Council authorizes the prepayment and early payoff of the bonds, there will be savings to the property owners of Units 38 and 40 of \$18,150.00 if the prepayment is made on July 1, 2021. If the prepayment is made sooner, there would be additional savings. Also, if the bonds are paid off by July 1, 2021, there would be no need to bill the property owners of Units 38 and 40 for the remaining two years on the debt service scheduled, giving relief to property owners on their tax bills.

REQUESTING DEPARTMENT:

Finance

FISCAL IMPACT:

This prepayment will save interest costs over the next two fiscal years (FY22 & FY23) totaling \$18,150.00 in account #431-8040-517-7208. A Budget Amendment will be forthcoming in FY21 to show the extra \$320,000.00 in prepaid principal to be made in account #431-8040-517-7108.

RECOMMENDATION:

Motion to approve prepayment of the Utility Special Assessment Bonds, Series 2003A.

ATTACHMENTS:

Description

Series 2003A Special Assessment Debt Service Schedule

UNREFUNDED BOND DEBT SERVICE

**City of Palm Bay, Florida
Partial Redemption of Special Assessment Bonds, Series 2003A
Early Redemption on 7/1/2017**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
01/01/2018			21,343.75	21,343.75	
07/01/2018	170,000	4.000%	21,343.75	191,343.75	212,687.50
01/01/2019			17,943.75	17,943.75	
07/01/2019	175,000	4.125%	17,943.75	192,943.75	210,887.50
01/01/2020			14,334.38	14,334.38	
07/01/2020	185,000	4.125%	14,334.38	199,334.38	213,668.76
01/01/2021			10,518.75	10,518.75	
07/01/2021	190,000	4.125%	10,518.75	200,518.75	211,037.50
01/01/2022			6,600.00	6,600.00	
07/01/2022	200,000	4.125%	6,600.00	206,600.00	213,200.00
01/01/2023			2,475.00	2,475.00	
07/01/2023	120,000	4.125%	2,475.00	122,475.00	124,950.00
	1,040,000		146,431.26	1,186,431.26	1,186,431.26



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Yvonne McDonald, Finance Director

DATE: 3/4/2021

RE: Consideration of appropriation of funds from the General Fund Undesignated Fund Balance for Finance Revenue Division lien escrow credit card acceptance (\$5,700).

The Revenue Division of the Finance Department is responsible for processing Lien Searches of any funds owed to the City. A fee is charged to provide this service. This service is currently utilized by Title Companies, Developers, Law Firms, and individuals interested in property within the City of Palm Bay.

In FY 2003, Finance established an escrow system for those who required multiple searches on a recurring basis, to keep funds on hand which could be drawn down as lien searches were conducted by staff. Participants replenished their escrow account balances, as their balance became low, by sending in a check to the Revenue Division.

In the 18 years that Revenue has been offering this service, the number of escrow accounts maintained has grown from under 20 to 72. Account holders have requested to be able to replenish their account by paying with a credit card, which is currently not allowed. Staff has advised that the acceptance of credit cards will also accelerate their ability to maintain positive account balances and reduce check processing time and expense.

To provide this additional convenience to the businesses, based on annual escrow deposits received in FY 19 - \$170,844 and FY 20 - \$189,562, it is estimated that Revenue Division will need to increase its annual credit card acceptance expense budget by \$5,700 a year. In FY 19 and FY 20, the division collected \$181,470 and \$208,060, respectively, in revenues. A total revenue of \$189,900 is budgeted for collection in FY21.

To accommodate the growth in Lien Escrow activity and improve the efficiency of the program for both customers and city operations, staff is requesting additional funding in its credit card processing budget for FY 21. The increase in credit card processing costs would be covered by the revenue collected for conducting the searches and offset by reduced check processing fees currently incurred.

REQUESTING DEPARTMENT:

Finance

FISCAL IMPACT:

Appropriation of an additional \$5,700 to G/L Account 001-2022-513-4922. Funding to be appropriated from G/F Undesignated Fund Balance on the next schedule Budget Amendment.

RECOMMENDATION:

Motion to approve the appropriation of \$5,700 into the Finance Revenue division credit card acceptance line-item budget on the next scheduled budget amendment.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Frank Watanabe, Public Works Director/City Engineer

DATE: 3/4/2021

RE: Consideration of travel and training for specified City Employees (Public Works Department).

The Public Works Department is requesting approval for out-of-county travel of one employee in the Fleet Department, Leroy Lyon to attend the Emergency Vehicle Technical Support (EVTS) training classes located in Ocala, Marion County, Florida held on:

April 20-22, 2021; F-3 Fire Pumps and Accessories (Total Estimated Cost: \$758.00)

This three-day training will include costs associated with hotel/lodging at the La Quinta Inn and Suites by Wyndham Ocala totaling \$243.00 (\$81.00/night); meals and incidentals per diem totaling \$165.00 (\$55.00/day); and the class registration totaling \$350.00.

June 14-17, 2021; F-5 Aerial Fire Apparatus (Total Estimated Cost: \$911.00)

This four-day training will include costs associated with hotel/lodging at the La Quinta Inn and Suites by Wyndham Ocala totaling \$316.00 (\$79.00/night); meals and incidentals per diem totaling \$220.00 (\$55.00/day); and the class registration totaling \$375.00.

August 16-19, 2021; F-4/E-2 Electrical Systems (Total Estimated Cost: \$911.00)

This four-day training will include costs associated with hotel/lodging at the La Quinta Inn and Suites by Wyndham Ocala totaling \$316.00 (\$79.00/night); meals and incidentals per diem totaling \$220.00 (\$55.00/day); and the class registration totaling \$375.00.

September 14-16, 2021; F-1/E-0 Inspection, Maintenance and Testing (Total Estimated Cost: \$752.00)

This three-day training will include costs associated with hotel/lodging at the La Quinta Inn and Suites by Wyndham Ocala totaling \$237.00 (\$79.00/night); meals and incidentals per diem totaling \$165.00 (\$55.00/day); and the class registration totaling \$350.00.

The total estimated cost for the Emergency Vehicle Technical Support (EVTS) Training and Travel for the four above listed courses is \$3,332.00 and is broken down as follows:

G/L 521-7070-519-4001/Travel \$1,882.00

G/L 521-7070-519-5501/Training \$1,450.00.

These training classes will provide the employee the certification required to perform inspections, maintenance, and testing, on fire pumps and accessories, electrical systems, and aerial fire apparatus associated with the City owned Fire Trucks.

REQUESTING DEPARTMENT:

Public Works

FISCAL IMPACT:

Funding for the EVTS training and travel request is approved in the FY 2021 Fleet Service Fund Budget in the following accounts: 521-7070-519-4001/Travel and 521-7070-519-5501/Training & Education Costs.

RECOMMENDATION:

Motion to approve out-of-county travel of one employee in the Fleet Department to attend the Emergency Vehicle Technical Support (EVTS) training classes in Ocala, Marion County, Florida.

ATTACHMENTS:

Description

EVT Training Travel Information



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Control #

Request Date: 3/4/2021

Contact/Ext Lauren Benoit/5336

Name: _____		Destination: Hilton Ocala - F-3 EVT Training Class	
Department/Division: <u>Public Works/Fleet Services</u>		Departure Date of: <u>4/19/2021</u>	Return Date of: <u>4/22/2021</u>
Account To Be Charged: <u>521-7070-519-4001</u>		Time of: <u>5:00 PM</u>	<u>5:00 PM</u>
Account To Be Charged: <u>521-7070-519-5501</u>		Estimated Cost: before mileage reimbursement \$758.00	

Purpose of Travel (Specify Conference, School or Other Reason) - **ATTACH ITINERARY**
 Employee will attend the Emergency Vehicle Mechanics training class to achieve the EVT Certifications. This class is for Fire Pumps and Accessories.

Date Approved By Council: _____

Transportation: boldface or circle choice(s) **POV - Estimated Mileage** 300 miles **City Vehicle**
 Common Carrier (complete below)

PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration Due Date <u>4/20/2021</u> Hand Carry Y <input checked="" type="radio"/> N	Hilton Ocala 3600 SW 36th Ave, Ocala, FL 34474	EVT Training	\$350.00	Vendor #	Check # Date
Lodging Due Date <u>4/19/2021</u> Hand Carry Y <input type="radio"/> N	La Quinta Inn and Suites by Wyndham Ocala 3530 SW 36th Ave, Ocala, FL 34474	Per Diem: \$96 per night Rate <u>\$81.00</u> # Nights <u>3</u>	\$243.00	Vendor #	Check # Date
Common Carrier (if applicable) Due Date _____ Hand Carry Y <input type="radio"/> N			\$0.00	Vendor #	Check # Date
Other Expenses Due Date _____ Hand Carry Y <input type="radio"/> N			\$0.00	Vendor #	Check # Date
Other Expenses Due Date _____ Hand Carry Y <input type="radio"/> N			\$0.00	Vendor #	Check # Date
PER DIEM ADVANCE: Advanced or Upon Return (circle one) Refer to www.gsa.gov for rates - <u>attach proof of rate</u> (Lodging prepaid - receipt required)				Vendor #	Check # Date
Breakfast <u>3</u>	@	<u>\$13.00</u>	=	\$39.00	
Lunch <u>3</u>	@	<u>\$14.00</u>	=	\$42.00	
Dinner <u>3</u>	@	<u>\$23.00</u>	=	\$69.00	
Incidentals <u>3</u>	@	<u>\$5.00</u>	=	\$15.00	
				\$165.00	

TRAVEL APPROVALS

Department Head _____	Date _____	Finance _____	Date _____
(if applicable)		City Manager _____	Date _____



EVTS - Emergency Vehicle Technical Support Inc.



Your EVT Training Resource
1-352-572-1708
CALL US NOW
 For class registration and info

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UPCOMING CLASS SCHEDULES

FIRE
APPARATUS
TRAINING

AMBULANCE
VEHICLE
TRAINING

LAW
ENFORCEMENT
VEHICLE TRAINING

MANAGEMENT
LEVEL 1 & 2
SUPERVISOR

FIRE APPARATUS TRAINING CLASSES

F-1/E-0 Inspection, Maintenance and Testing
9/14-16/2021*

F-2 Design and Performance Standards
10/19-21/2021

F-3 Fire Pumps and Accessories
4/20-22/2021
11/2-4/2021

F-4/E-2 Electrical Systems
8/16-19/2021*

F-4A Advanced Electrical

F-5 Aerial Fire Apparatus
6/14-17/2021

F-6 Allison Transmissions
9/28-30/2021

F-7 Foam Systems

AMBULANCE VEHICLE TRAINING CLASSES

E-0/F-1 Inspection, Maintenance and Testing
9/14-16/2021*

E-1 Design and Performance Standards
3/23-25/2021

E-2/F-4 Electrical Systems
8/16-19/2021*

E-3 Heating, Air Conditioning & Ventilation
7/20-22/2021

E-4 Body and Chassis
7/27-29/2021

MANAGEMENT LEVEL 1 & 2 SUPERVISOR TRAINING CLASSES

M-1 Management Supervisor Level 1
10/18-22/2021

M-2 Management Supervisor Level 2
10/18-22/2021

LAW ENFORCEMENT VEHICLE TRAINING CLASSES

L-1 Law Enforcement Installation
5/19-20/2021

*COMBO CLASSES

[ASHVILLE & RALEIGH NORTH CAROLINA
CLASS LINK HERE](#)



EVTs | Emergency Vehicle Technical Support Inc.



Your EVT Training Resource

1-352-572-1708

CALL US NOW

For class registration and info

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FIRE APPARATUS TRAINING CLASSES

Select the class and date below for your desired training category. Your class reservation will be confirmed following cleared payment.

Combo Classes F-1/E-0

Inspection, Maintenance and Testing.

This 2 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. General requirements
- C. Out of service criteria
- D. Diagnostic checks and maintenance
- E. Preventative maintenance
- F. Annual Testing requirements

Test is administered on the final day of the class

Cost \$350 per person

CLASS DATES

September 14-16, 2021 [Register](#)

Class F-2 - Design and Performance Standards.

This 2 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. General design and performance requirements of all aspects of the fire apparatus
- C. Out of service criteria
- D. Manufacture and 3rd party testing requirements for all certification tests of components and systems that is required.

Test is administered on the final day of the class

Cost \$350 per person

CLASS DATES

October 13-21, 2021 [Register](#)

Class F-3 - Fire Pumps and Accessories.

This 2 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. General design and performance requirements of all aspects of the fire pump
- C. Out of service criteria
- D. Hydraulic Principles
- E. Mechanical Principles
- F. Annual Testing requirements of the fire pump

Test is administered on the final day of the class

Cost \$350 per person

CLASS DATES

April 20-22, 2021 [Register](#)

November 2-4, 2021 [Register](#)

Combo Classes F-4/E-2

Electrical Systems.

This 3 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. Basic Principles of electricity
- C. Out of service criteria
- D. Basic principles of component Function & application
- E. Batteries, starting and charging systems
- F. Annual Testing requirements of the Electrical system
- G. Reading and interpretation of electrical Schematics
- H. Vehicle Computer controls

Test is administered on the final day of the class

Cost \$375 per person

CLASS DATES

August 16-18, 2021 [Register](#)

Class F-4A - Advanced Electrical.

This 3 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. Basic Principles of Electricity
- C. Out of service criteria

CLASS DATES

- D. Basic principles of component Function & application low and line voltage systems
- E. Maintenance and repairs
- F. Preventative maintenance
- G. Reading and interpretation of Electrical Schematics
- H. Trouble shooting Hydraulic generators
- I. Multiplex systems Class 1 and V-mux

Test is administered on the final day of the class
Cost \$375 per person

Class F-5 - Aerial Fire Apparatus.

This 3 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. Basic Principles of Hydraulics
- C. Out of service criteria
- D. Basic principles of component Function & application
- E. Maintenance and repairs
- F. Annual Testing requirements of the Aerial device and its components Electrical system
- G. Reading and interpretation of electrical and hydraulic schematics

Test is administered on the final day of the class
Cost \$375 per person

CLASS DATES

June 14-17, 2021

[Register](#)

Class F-6 - Allison Transmissions.

This 2 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. Basic Principles of Hydraulics and Electricity
- C. Out of service criteria
- D. Basic principles of component Function & application
- E. Maintenance and repairs
- F. Preventative maintenance
- G. Reading and interpretation of Electrical and Hydraulic Schematics
- H. Output Shaft Retarder
- I. Electronic controls of the Allison Transmission

Test is administered on the final day of the class
Cost \$350 per person

CLASS DATES

September 23-30, 2021

[Register](#)

Class F-7 - Foam Systems.

This 2 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Principles of Foam
- B. Foam Systems and Operations
- C. Mechanical Components of a Foam System
- D. Maintenance and Testing

Test is administered on the final day of the class
Cost \$350 per person

CLASS DATES

Lodging

April 19 – 22, 2021

F-3 Fire Pumps and Accessories Class

FY 2021 Per Diem Rates for ZIP 34474

I'm interested in:

[Lodging Rates](#)

[Meals & Incidentals \(M&IE\) Rates](#)

[New Search](#)



Lodging by month (excluding taxes) | October 2020 - September 2021



Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the [National Association of Counties \(NACCO\) website](#) (a non-federal website).

Filter Results...

Primary Destination	County	2020 Oct	Nov	Dec	2021 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Standard Rate	Applies for all locations without specified rates	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96

Showing 1 to 1 of 1 entries

Hilton Ocala:

Step 3 of 3

Payment and Guest Details

Total for stay

\$629.37

[Hide price details](#)

Avg \$189.00/night in USD

FLEXIBLE RATE

19 Apr 2021

\$189.00

20 Apr 2021

\$189.00

21 Apr 2021

\$189.00

Total room charge

\$567.00

11.00% per night, per stay

Total taxes

\$62.37

Total for stay: **\$629.37**



Hilton Ocala

19 Apr – 22 Apr 2021 (3 nights)

[Traveler's Choice](#)

[Edit Stay](#)

2 Queen Beds
Flex Rate

FLEXIBLE RATE
Add Rate

Payment and Guest Details

All fields are required unless marked optional

Payment

*Free Parking

*Where EVT Training is held

Comfort Suites Ocala North:



Comfort Suites Ocala North

3825 NW Blitchton Road
Ocala, FL, 34475, US
(352) 482-0800

[Change Dates](#)

Check In

Apr 19

Mon, 3:00 PM

3 NIGHTS

Check Out

Apr 22

Thu, 11:00 AM

Room Details

[+ Add Another Room](#)

2 Queen Beds, 1 Room Suite

Suite, No Smoking
1 Adult

[Remove](#)

\$94.00 USD

Avg. Per Night

Summary of Charges

Room 1: \$94.00 x 3 Nights:	\$282.00
Estimated Taxes & Fees ⓘ	\$31.02
Grand Total:	\$313.02 USD

Free Cancellation until April 18, 2021 at 4 PM local hotel time.

Rate: Pay at Check-in (Non-Member) ⓘ

***Free Parking**

***11-minute commute to Hilton Ocala**

La Quinta Inn and Suites by Wyndham Ocala:



La Quinta Inn & Suites by Wyndham Ocala

3530 SW 36th Avenue, Ocala, Florida 34474
†1-352-861-1137

MON, 04/19/21 - THU, 04/22/21 | 1 ROOM, 3 NIGHTS
1 ADULT, 0 CHILDREN

Check In

After 3:00 pm

Check Out

Before 12:00 pm

Room Details

Free high-speed WiFi, free continental breakfast, AC, bathtub/shower, coffee maker, hair dryer, HDTV, bathroom amenities, alarm clock, desk, cribs available, down/feather pillows, iron, pillow-top mattress, non-smoking, closed caption TV

2 Double Beds, Park/Pool View, Non-Smoking
Best Available Rate, Flexible

\$243.00 USD

Taxes & Fees

[Cancellation & Rate Details](#)

\$26.73 USD

Total for Stay

\$269.73 USD

***Free Parking**

***1-minute commute to Hilton Ocala**

The list below shows local lodging accommodations outside of the Hilton Ocala for the F-3 EVT Training Class on April 20-22, 2021. Based on nightly rates, driving distance, and per diem of \$96 per night, the highlighted options below are the most suitable choices for lodging.

Country Inn & Suites
3720 SW College Rd, Ocala, FL, 34474

Holiday Inn Hotel and Suites Ocala Conference Center
3600 SW 38th Avenue, Ocala, FL, 34474

Comfort Suites
3825 NW Blitchton Rd, Ocala, FL, 34475

Fairfield Inn & Suites by Marriott
4101 SW 38th Court, Ocala, FL, 34474

Courtyard Marriott
3712 SW 38th Ave, Ocala, FL, 34474

La Quinta Inn and Suites
3530 SW 36th Ave, Ocala, FL, 34474

Residence Inn Marriott
3610 SW 38th Ave, Ocala, FL, 34474

Red Roof Inn & Suites
120 NW 40th Ave, I-75 At Highway 40, Exit #356, Ocala, FL, 34482

Homewood Suites by Hilton Ocala at Heath Brook
4610 Sw 49th Road, Ocala, FL, 34474



FY 2021 Per Diem Rates for ZIP 34474

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Standard Rate	Applies for all locations without specified rates	\$55	\$13	\$14	\$23	\$5	\$41.25



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Control # _____
 Request Date: 3/4/2021
 Contact/Ext Lauren Benoit/5336

Name:		Destination:	Hilton Ocala - F-5 EVT Training Class	
Department/Division:	Public Works/Fleet Services	Departure	6/13/2021	Return
Account To Be Charged:	521-7070-519-4001	Date of:	5:00 PM	5:00 PM
Account To Be Charged:	521-7070-519-5501	Estimated Cost:	before mileage reimbursement \$911.00	

Purpose of Travel (Specify Conference, School or Other Reason) - **ATTACH ITINERARY**
 Employee will attend the Emergency Vehicle Mechanics training class to achieve the EVT Certifications. This class is for Aerial Fire Apparatus.

Date Approved By Council: _____

Transportation: boldface or circle choice(s) **POV - Estimated Mileage** 300 miles **City Vehicle**
Common Carrier (complete below)

PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	Hilton Ocala 3600 SW 36th Ave, Ocala, FL 34474	EVT Training		Vendor #	Check #
Due Date	6/14/2021				Date
Hand Carry	Y <input checked="" type="radio"/> N		\$375.00		
Lodging	La Quinta Inn and Suites by Wyndham Ocala 3530 SW 36th Ave, Ocala, FL 34474	Per Diem: \$96 per night		Vendor #	Check #
Due Date	6/13/2021	Rate	\$79.00		Date
Hand Carry	Y N	# Nights	4		
			\$316.00		
Common Carrier (if applicable)				Vendor #	Check #
Due Date					Date
Hand Carry	Y N		\$0.00		
Other Expenses				Vendor #	Check #
Due Date					Date
Hand Carry	Y N		\$0.00		
Other Expenses				Vendor #	Check #
Due Date					Date
Hand Carry	Y N		\$0.00		
PER DIEM ADVANCE: Advanced or Upon Return (circle one)				Vendor #	Check #
Refer to www.gsa.gov for rates - <u>attach proof of rate</u>					
(Lodging prepaid - receipt required)					
Breakfast	4 @ \$13.00 =	\$52.00			Date
Lunch	4 @ \$14.00 =	\$56.00			
Dinner	4 @ \$23.00 =	\$92.00			
Incidentals	4 @ \$5.00 =	\$20.00			
			\$220.00		

TRAVEL APPROVALS

Department Head _____ Date _____ Finance _____ Date _____
 (if applicable) _____ City Manager _____ Date _____



EVTS - Emergency Vehicle Technical Support Inc.



Your EVT Training Resource

1-352-572-1705

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For class registration and info

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UPCOMING CLASS SCHEDULES

FIRE
APPARATUS
TRAINING

AMBULANCE
VEHICLE
TRAINING

LAW
ENFORCEMENT
VEHICLE TRAINING

MANAGEMENT
LEVEL 1 & 2
SUPERVISOR

FIRE APPARATUS TRAINING CLASSES

F-1/E-0 Inspection, Maintenance and Testing
9/14-16/2021*

F-2 Design and Performance Standards
10/19-21/2021

F-3 Fire Pumps and Accessories
4/20-22/2021
11/2-4/2021

F-4/E-2 Electrical Systems
8/16-19/2021*

F-4A Advanced Electrical

F-5 Aerial Fire Apparatus
6/14-17/2021

F-6 Allison Transmissions
9/28-30/2021

F-7 Foam Systems

AMBULANCE VEHICLE TRAINING CLASSES

E-0/F-1 Inspection, Maintenance and Testing
9/14-16/2021*

E-1 Design and Performance Standards
3/23-25/2021

E-2/F-4 Electrical Systems
8/16-19/2021*

E-3 Heating, Air Conditioning & Ventilation
7/20-22/2021

E-4 Body and Chassis
7/27-29/2021

MANAGEMENT LEVEL 1 & 2 SUPERVISOR TRAINING CLASSES

M-1 Management Supervisor Level 1
10/18-22/2021

M-2 Management Supervisor Level 2
10/18-22/2021

LAW ENFORCEMENT VEHICLE TRAINING CLASSES

L-1 Law Enforcement Installation
5/19-20/2021

*COMBO CLASSES

[ASHVILLE & RALEIGH NORTH CAROLINA
CLASS LINK HERE](#)



EVT'S - Emergency Vehicle Technical Support, Inc.



Your EVT Training Resource

1-352-572-1708

CALL US NOW

For class registration and info

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FIRE APPARATUS TRAINING CLASSES

Select the class and date below for your desired training category. Your class reservation will be confirmed following cleared payment.

Combo Classes F-1/E-0

Inspection, Maintenance and Testing.

This 2 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. General requirements
- C. Out of service criteria
- D. Diagnostic checks and maintenance
- E. Preventative maintenance
- F. Annual Testing requirements

*Test is administered on the final day of the class
Cost \$350 per person*

CLASS DATES

September 14-16, 2021 [Register](#)

Class F-2 - Design and Performance Standards.

This 2 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. General design and performance requirements of all aspects of the fire apparatus
- C. Out of service criteria
- D. Manufacture and 3rd party testing requirements for all certification tests of components and systems that is required.

*Test is administered on the final day of the class
Cost \$350 per person*

CLASS DATES

October 19-21, 2021 [Register](#)

Class F-3 - Fire Pumps and Accessories.

This 2 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. General design and performance requirements of all aspects of the fire pump
- C. Out of service criteria
- D. Hydraulic Principles
- E. Mechanical Principles
- F. Annual Testing requirements of the fire pump

*Test is administered on the final day of the class
Cost \$350 per person*

CLASS DATES

April 20-22, 2021 [Register](#)

November 2-4, 2021 [Register](#)

Combo Classes F-4/E-2

Electrical Systems.

This 3 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. Basic Principles of electricity
- C. Out of service criteria
- D. Basic principles of component Function & application
- E. Batteries, starting and charging systems
- F. Annual Testing requirements of the Electrical system
- G. Reading and Interpretation of electrical Schematics
- H. Vehicle Computer controls

*Test is administered on the final day of the class
Cost \$375 per person*

CLASS DATES

August 16-19, 2021 [Register](#)

Class F-4A - Advanced Electrical.

This 3 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. Basic Principles of Electricity
- C. Out of service criteria

CLASS DATES

- D. Basic principles of component Function & application low and line voltage systems
- E. Maintenance and repairs
- F. Preventative maintenance
- G. Reading and Interpretation of Electrical Schematics
- H. Trouble shooting Hydraulic generators
- I. Multiplex systems Class 1 and V-mux

Test is administered on the final day of the class
Cost \$375 per person

Class F-5 - Aerial Fire Apparatus.

This 3 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. Basic Principles of Hydraulics
- C. Out of service criteria
- D. Basic principles of component Function & application
- E. Maintenance and repairs
- F. Annual Testing requirements of the Aerial device and its components Electrical system
- G. Reading and interpretation of electrical and hydraulic schematics

Test is administered on the final day of the class
Cost \$375 per person

CLASS DATES

June 14-17, 2021

[Register](#)

Class F-6 - Allison Transmissions.

This 2 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. Basic Principles of Hydraulics and Electricity
- C. Out of service criteria
- D. Basic principles of component Function & application
- E. Maintenance and repairs
- F. Preventative maintenance
- G. Reading and interpretation of Electrical and Hydraulic Schematics
- H. Output Shaft Retarder
- I. Electronic controls of the Allison Transmission

Test is administered on the final day of the class
Cost \$350 per person

CLASS DATES

September 28-30, 2021

[Register](#)

Class F-7 - Foam Systems.

This 2 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Principles of Foam
- B. Foam Systems and Operations
- C. Mechanical Components of a Foam System
- D. Maintenance and Testing

Test is administered on the final day of the class
Cost \$350 per person

CLASS DATES

Lodging

June 13 – 17, 2021

F-5 Aerial Fire Apparatus Class

FY 2021 Per Diem Rates for ZIP 34474

I'm interested in:

[Lodging Rates](#)

[Meals & Incidentals \(M&IE\) Rates](#)

[New Search](#)



Lodging by month (excluding taxes) | October 2020 - September 2021



Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the [National Association of Counties \(NACo\) website](#) (a non-federal website).

Filter Results...

Primary Destination	County	2020 Oct	Nov	Dec	2021 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Standard Rate	Applies for all locations without specified rates	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96

Showing 1 to 1 of 1 entries

Hilton Ocala:

Step 3 of 3

Payment and Guest Details

Total for stay

\$617.16

[Hide price details](#)

Avg \$139.60/night in \$0.00

EXCLUSIVE RATE

13 Jun 2021

\$139.00

14 Jun 2021

\$139.00

15 Jun 2021

\$139.00

16 Jun 2021

\$139.00

Total room charge

\$556.00

11.00% per month per stay

Total taxes

\$61.16

Total for stay: **\$617.16**

All fields are required unless marked optional



Hilton Ocala

13 Jun – 17 Jun 2021 (4 nights)

Traveler's Choice

Go! Stay

2 Queen Beds

Est. Room

FLEXIBLE RATE

Est. Rate

*Free Parking

*Where EVT Training is held

Comfort Suites Ocala North:



Comfort Suites Ocala North

3825 NW Blitchton Road
Ocala, FL, 34475, US
(352) 482-0800

[Change Dates](#)

Check-In
Jun 13 4 NIGHTS
Sun, 3:00 PM

Check-Out
Jun 17
Thu, 11:00 AM

Room Details

[+ Add Another Room](#)

2 Queen Beds, 1 Room Suite

Suite, No Smoking

1 Adult

[Remove](#)

\$89.00 USD

Avg. Per Night

Summary of Charges

Room 1: \$89.00 x 4 Nights: **\$356.00**

Estimated Taxes & Fees ⓘ **\$39.16**

Grand Total: \$395.16 USD

Free Cancellation until June 12, 2021 at 4 PM local hotel time.

Rate: Pay at Check-in (Non-Member) ⓘ

*Free Parking

*11-minute commute to Hilton Ocala

La Quinta Inn and Suites by Wyndham Ocala:



La Quinta Inn & Suites by Wyndham Ocala

3530 SW 36th Avenue, Ocala, Florida 34474
+1-352-861-1137

SUN, 06/13/21 - THU, 06/17/21 | 1 ROOM, 4 NIGHTS
1 ADULT, 0 CHILDREN

Check In
After 3:00 pm

Check Out
Before 12:00 pm

Room Details

Free high-speed WiFi, free continental breakfast, AC, bathtub/shower, coffee maker, hair dryer, HDTV, bathroom amenities, alarm clock, desk, crib available, down/feather pillows, iron, pillow-top mattress, non-smoking, closed caption TV

2 Double Beds, Park/Pool View,
Non-Smoking

\$316.00 USD

Best Available Rate, Flexible

Taxes & Fees

\$34.76 USD

[Cancellation & Rate Details](#)

Total for Stay

\$350.76 USD

*Free Parking

*1-minute commute to Hilton Ocala

The list below shows local lodging accommodations outside of the Hilton Ocala for the F-5 EVT Training Class on June 14-17, 2021. Based on nightly rates, driving distance, and per diem of \$96 per night, the highlighted options below are the most suitable choices for lodging.

Country Inn & Suites
3720 SW College Rd, Ocala, FL, 34474

Holiday Inn Hotel and Suites Ocala Conference Center
3600 SW 38th Avenue, Ocala, FL, 34474

Comfort Suites
3825 NW Blitchton Rd, Ocala, FL, 34475

Fairfield Inn & Suites by Marriott
4101 SW 38th Court, Ocala, FL, 34474

Courtyard Marriott
3712 SW 38th Ave, Ocala, FL, 34474

La Quinta Inn and Suites
3530 SW 36th Ave, Ocala, FL, 34474

Residence Inn Marriott
3610 SW 38th Ave, Ocala, FL, 34474

Red Roof Inn & Suites
120 NW 40th Ave, I-75 At Highway 40, Exit #356, Ocala, FL, 34482

Homewood Suites by Hilton Ocala at Heath Brook
4610 Sw 49th Road, Ocala, FL, 34474



FY 2021 Per Diem Rates for ZIP 34474

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Standard Rate	Applies for all locations without specified rates	\$55	\$13	\$14	\$23	\$5	\$41.25



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Control #

Request Date: 3/4/2021

Contact/Ext Lauren Benoit/5336

Name: _____		Destination: Hilton Ocala - F-4/E-2 EVT Training Class			
Department/Division: <u>Public Works/Fleet Services</u>		Date of: <u>8/15/2021</u>		Return <u>8/19/2021</u>	
Account To Be Charged: <u>521-7070-519-4001</u>		Time of: <u>5:00 PM</u>		<u>5:00 PM</u>	
Account To Be Charged: <u>521-7070-519-5501</u>		Estimated Cost: before mileage reimbursement \$911.00			
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY					
Employee will attend the Emergency Vehicle Mechanics training class to achieve the EVT Certifications. This class is for Electrical Systems.					
Date Approved By Council: _____					
Transportation: boldface <u>POV - Estimated Mileage 300 miles</u> <u>City Vehicle</u>					
or circle choice(s) Common Carrier (complete below)					
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	Hilton Ocala 3600 SW 36th Ave, Ocala, FL 34474	EVT Training		Vendor #	Check #
Due Date <u>8/16/2021</u>					Date
Hand Carry Y <input checked="" type="radio"/> N			\$375.00		
Lodging	La Quinta Inn and Suites by Wyndham Ocala 3530 SW 36th Ave, Ocala, FL 34474	Per Diem: \$96 per night		Vendor #	Check #
Due Date <u>8/15/2021</u>		Rate <u>\$79.00</u>			Date
Hand Carry Y <input type="radio"/> N		# Nights <u>4</u>	\$316.00		
Common Carrier (if applicable)				Vendor #	Check #
Due Date _____					Date
Hand Carry Y <input type="radio"/> N			\$0.00		
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry Y <input type="radio"/> N			\$0.00		
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry Y <input type="radio"/> N			\$0.00		
PER DIEM ADVANCE: Advanced or Upon Return (circle one)				Vendor #	Check #
Refer to www.gsa.gov for rates - <u>attach proof of rate</u>					
(Lodging prepaid - receipt required)					
Breakfast <u>4</u>	@	\$13.00 =	\$52.00		Date
Lunch <u>4</u>	@	\$14.00 =	\$56.00		
Dinner <u>4</u>	@	\$23.00 =	\$92.00		
Incidentals <u>4</u>	@	\$5.00 =	\$20.00		
			\$220.00		

TRAVEL APPROVALS

Department Head _____ Date _____ Finance _____ Date _____

(if applicable) City Manager _____ Date _____

(ATTACH TO EXPENSE REPORT UPON RETURN)



EVTS - Emergency Vehicle Technical Support Inc.



Your EVT Training Resource
1-352-572-1708
CALL US NOW
For class registration and info

[WELCOME](#) [HOME](#) [CALENDAR](#) [LOGGING](#) [ABOUT](#) [CONTACT](#)

UPCOMING CLASS SCHEDULES

FIRE
APPARATUS
TRAINING

AMBULANCE
VEHICLE
TRAINING

LAW
ENFORCEMENT
VEHICLE TRAINING

MANAGEMENT
LEVEL 1 & 2
SUPERVISOR

FIRE APPARATUS TRAINING CLASSES

F-1/E-0 Inspection, Maintenance and Testing
9/14-16/2021*

F-2 Design and Performance Standards
10/19-21/2021

F-3 Fire Pumps and Accessories
4/20-22/2021
11/2-4/2021

F-4/E-2 Electrical Systems
8/16-19/2021*

F-4A Advanced Electrical

F-5 Aerial Fire Apparatus
6/14-17/2021

F-6 Allison Transmissions
9/28-30/2021

F-7 Foam Systems

AMBULANCE VEHICLE TRAINING CLASSES

E-0/F-1 Inspection, Maintenance and Testing
9/14-16/2021*

E-1 Design and Performance Standards
3/23-25/2021

E-2/F-4 Electrical Systems
8/16-19/2021*

E-3 Heating, Air Conditioning & Ventilation
7/20-22/2021

E-4 Body and Chassis
7/27-29/2021

MANAGEMENT LEVEL 1 & 2 SUPERVISOR TRAINING CLASSES

M-1 Management Supervisor Level 1
10/18-22/2021

M-2 Management Supervisor Level 2
10/18-22/2021

LAW ENFORCEMENT VEHICLE TRAINING CLASSES

L-1 Law Enforcement Installation
5/19-20/2021

***COMBO CLASSES**

[ASHVILLE & RALEIGH NORTH CAROLINA
CLASS LINK HERE](#)



EVTs - Emergency Vehicle Technical Support Inc.



Your EVT Training Resource

1-352-572-1706

CALL US NOW

For class registration and info

[WELCOME](#)[HOME](#)[CALENDAR](#)[LODGING](#)[ABOUT](#)[CONTACT](#)

FIRE APPARATUS TRAINING CLASSES

Select the class and date below for your desired training category. Your class reservation will be confirmed following cleared payment.

Combo Classes F-1/E-0

Inspection, Maintenance and Testing.

This 2 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. General requirements
- C. Out of service criteria
- D. Diagnostic checks and maintenance
- E. Preventative maintenance
- F. Annual Testing requirements

Test is administered on the final day of the class

Cost \$350 per person

CLASS DATES

September 14-16, 2021

[Register](#)

Class F-2 - Design and Performance Standards.

This 2 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. General design and performance requirements of all aspects of the fire apparatus
- C. Out of service criteria
- D. Manufacture and 3rd party testing requirements for all certification tests of components and systems that is required.

Test is administered on the final day of the class

Cost \$350 per person

CLASS DATES

October 19-21, 2021

[Register](#)

Class F-3 - Fire Pumps and Accessories.

This 2 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. General design and performance requirements of all aspects of the fire pump
- C. Out of service criteria
- D. Hydraulic Principles
- E. Mechanical Principles
- F. Annual Testing requirements of the fire pump

Test is administered on the final day of the class

Cost \$350 per person

CLASS DATES

April 20-22, 2021

[Register](#)

November 2-4, 2021

[Register](#)

Combo Classes F-4/E-2

Electrical Systems.

This 3 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. Basic Principles of electricity
- C. Out of service criteria
- D. Basic principles of component Function & application
- E. Batteries, starting and charging systems
- F. Annual Testing requirements of the Electrical system
- G. Reading and interpretation of electrical Schematics
- H. Vehicle Computer controls

Test is administered on the final day of the class

Cost \$375 per person

CLASS DATES

August 16-18, 2021

[Register](#)

Class F-4A - Advanced Electrical.

This 3 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. Basic Principles of Electricity
- C. Out of service criteria

CLASS DATES

- D. Basic principles of component Function & application low and line voltage systems
- E. Maintenance and repairs
- F. Preventative maintenance
- G. Reading and interpretation of Electrical Schematics
- H. Trouble shooting Hydraulic generators
- I. Multiplex systems Class 1 and V-mux

Test is administered on the final day of the class
Cost \$375 per person

Class F-5 - Aerial Fire Apparatus.

This 3 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. Basic Principles of Hydraulics
- C. Out of service criteria
- D. Basic principles of component Function & application
- E. Maintenance and repairs
- F. Annual Testing requirements of the Aerial device and its components Electrical system
- G. Reading and interpretation of electrical and hydraulic schematics

Test is administered on the final day of the class
Cost \$375 per person

CLASS DATES

June 14-17, 2021

[Register](#)

Class F-6 - Allison Transmissions.

This 2 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. Basic Principles of Hydraulics and Electricity
- C. Out of service criteria
- D. Basic principles of component Function & application
- E. Maintenance and repairs
- F. Preventative maintenance
- G. Reading and interpretation of Electrical and Hydraulic Schematics
- H. Output Shaft Retarder
- I. Electronic controls of the Allison Transmission

Test is administered on the final day of the class
Cost \$350 per person

CLASS DATES

September 28-30, 2021

[Register](#)

Class F-7 - Foam Systems.

This 2 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Principles of Foam
- B. Foam Systems and Operations
- C. Mechanical Components of a Foam System
- D. Maintenance and Testing

Test is administered on the final day of the class
Cost \$350 per person

CLASS DATES

EVT's - Emergency Vehicle Technical Support Inc. - Copyright 2015

Lodging

August 15 – 19, 2021

F-4/E-2 Electrical Systems Class

FY 2021 Per Diem Rates for ZIP 34474

I'm interested in:

- Lodging Rates
- Meals & Incidentals (M&IE) Rates
- New Search



Lodging by month (excluding taxes) | October 2020 - September 2021



Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the [National Association of Counties \(NACo\) website \(a non-federal website\)](#).

Filter Results...

Primary Destination	County	2020 Oct	Nov	Dec	2021 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Standard Rate	Applies for all locations without specified rates	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96

Showing 1 to 1 of 1 entries

Hilton Ocala:

Step 3 of 3

Payment and Guest Details

Total for stay

\$617.16

[Hide price details](#)

Avg. \$159.00/night in USD

FLEXIBLE RATE

15 Aug 2021	\$139.00
16 Aug 2021	\$139.00
17 Aug 2021	\$139.00
18 Aug 2021	\$139.00

Total room charge

\$556.00

11.00% per room, per stay

Total taxes

\$61.16

Total for stay: **\$617.16**



Hilton Ocala

15 Aug – 19 Aug 2021 (4 nights)

1 room (61 total)

[Edit Stay](#)

2 Queen Beds

[Edit Room](#)

FLEXIBLE RATE

[Edit Rate](#)

All fields are required unless marked optional

*Free Parking

*Where EVT Training is held

Comfort Suites Ocala North:



Comfort Suites Ocala North

3825 NW Blitchton Road
Ocala, FL, 34473, US
(352) 482-0800

[Change Dates](#)

Check-In

Aug 15

Sun, 3:00 PM

4 NIGHTS

Check-Out

Aug 19

Thu, 11:00 AM

Room Details

[+ Add Another Room](#)

2 Queen Beds, 1 Room Suite

Suite, No Smoking

1 Adult

[Remove](#)

\$84.00 USD

Avg. Per Night

Summary of Charges

Room 1: \$84.00 x 4 Nights: **\$336.00**

Estimated Taxes & Fees ⓘ **\$36.96**

Grand Total: \$372.96 USD

Free Cancellation until August 14, 2021 at 4 PM local hotel time:

Rate: Pay at **Check-in (Non-Member)** ⓘ

*Free Parking

*11-minute commute to Hilton Ocala

La Quinta Inn and Suites by Wyndham Ocala:



La Quinta Inn & Suites by Wyndham Ocala

3530 SW 36th Avenue, Ocala, Florida 34474
[+1-352-961-1137](#)

SUN, 06/15/21 - THU, 06/19/21 | 1 ROOM, 4 NIGHTS
1 ADULT, 0 CHILDREN

Check In

After 3:00 pm

Check Out

Before 12:00 pm

Room Details

Free high-speed WiFi, free continental breakfast, AC, bathtub/shower, coffee maker, hair dryer, HDTV, bathroom amenities, alarm clock, desk, cribs available, down/feather pillows, iron, pillow-top mattress, non-smoking, closed caption TV

2 Double Beds, Park/Pool View, Non-Smoking

\$316.00 USD

Best Available Rate, Flexible

Taxes & Fees

\$34.76 USD

[Cancellation & Rate Details](#)

Total for Stay

\$350.76 USD

*Free Parking

*1-minute commute to Hilton Ocala

The list below shows local lodging accommodations outside of the Hilton Ocala for the F-4/E-2 EVT Training Class on August 16-19, 2021. Based on nightly rates, driving distance, and per diem of \$96 per night, the highlighted options below are the most suitable choices for lodging.

Country Inn & Suites
3720 SW College Rd, Ocala, FL, 34474

Holiday Inn Hotel and Suites Ocala Conference Center
3600 SW 38th Avenue, Ocala, FL, 34474

Comfort Suites
3825 NW Blitchton Rd, Ocala, FL, 34475

Fairfield Inn & Suites by Marriott
4101 SW 38th Court, Ocala, FL, 34474

Courtyard Marriott
3712 SW 38th Ave, Ocala, FL, 34474

La Quinta Inn and Suites
3530 SW 36th Ave, Ocala, FL, 34474

Residence Inn Marriott
3610 SW 38th Ave, Ocala, FL, 34474

Red Roof Inn & Suites
120 NW 40th Ave, I-75 At Highway 40, Exit #356, Ocala, FL, 34482

Homewood Suites by Hilton Ocala at Heath Brook
4610 Sw 49th Road, Ocala, FL, 34474



FY 2021 Per Diem Rates for ZIP 34474

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Standard Rate	Applies for all locations without specified rates	\$55	\$13	\$14	\$23	\$5	\$41.25



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Control # _____

Request Date: 3/4/2021

Contact/Ext Lauren Benoit/5336

Name: _____	Destination: <u>Hilton Ocala - F-1/E-0 EVT Training Class</u>
Department/Division: <u>Public Works/Fleet Services</u>	Date of: <u>9/13/2021</u> Departure <u>9/16/2021</u> Return
Account To Be Charged: <u>521-7070-519-4001</u>	Time of: <u>5:00 PM</u> <u>5:00 PM</u>
Account To Be Charged: <u>521-7070-519-5501</u>	Estimated Cost: before mileage reimbursement \$752.00

Purpose of Travel (Specify Conference, School or Other Reason) - **ATTACH ITINERARY**
 Employee will attend the Emergency Vehicle Mechanics training class to achieve the EVT Certifications. This class is for Inspection, Maintenance, and Testing.

Date Approved By Council: _____

Transportation: boldface or circle choice(s) **POV - Estimated Mileage** 300 miles **City Vehicle**
 Common Carrier (complete below)

PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	Hilton Ocala 3600 SW 36th Ave, Ocala, FL 34474	EVT Training		Vendor #	Check #
Due Date <u>9/14/2021</u>					Date
Hand Carry Y <input checked="" type="radio"/> N			\$350.00		
Lodging	La Quinta Inn and Suites by Wyndham Ocala 3530 SW 36th Ave, Ocala, FL 34474	Per Diem: \$96 per night		Vendor #	Check #
Due Date <u>9/13/2021</u>		Rate <u>\$79.00</u>			Date
Hand Carry Y <input type="radio"/> N		# Nights <u>3</u>	\$237.00		
Common Carrier (if applicable)				Vendor #	Check #
Due Date _____					Date
Hand Carry Y <input type="radio"/> N			\$0.00		
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry Y <input type="radio"/> N			\$0.00		
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry Y <input type="radio"/> N			\$0.00		
PER DIEM ADVANCE: Advanced or Upon Return (circle one)				Vendor #	Check #
Refer to www.gsa.gov for rates - <u>attach proof of rate</u>					
(Lodging prepaid - receipt required)					
Breakfast <u>3</u>	@	<u>\$13.00</u>	=	\$39.00	Date
Lunch <u>3</u>	@	<u>\$14.00</u>	=	\$42.00	
Dinner <u>3</u>	@	<u>\$23.00</u>	=	\$69.00	
Incidentals <u>3</u>	@	<u>\$5.00</u>	=	\$15.00	
				\$165.00	

TRAVEL APPROVALS

Department Head _____ Date _____

Finance _____ Date _____

(if applicable)

City Manager _____ Date _____

(ATTACH TO EXPENSE REPORT UPON RETURN)



EVTS - Emergency Vehicle Technical Support Inc.



Your EVT Training Resource
1-352-572-1708
CALL US NOW
For class registration and info

WELCOME HOME CALENDAR LOGGING ABOUT CONTACT

UPCOMING CLASS SCHEDULES

FIRE APPARATUS TRAINING

AMBULANCE VEHICLE TRAINING

LAW ENFORCEMENT VEHICLE TRAINING

MANAGEMENT LEVEL 1 & 2 SUPERVISOR

FIRE APPARATUS TRAINING CLASSES

F-1/E-0 Inspection, Maintenance and Testing
9/14-16/2021*

F-2 Design and Performance Standards
10/19-21/2021

F-3 Fire Pumps and Accessories
4/20-22/2021
11/2-4/2021

F-4/E-2 Electrical Systems
8/16-19/2021*

F-4A Advanced Electrical

F-5 Aerial Fire Apparatus
6/14-17/2021

F-6 Allison Transmissions
9/28-30/2021

F-7 Foam Systems

AMBULANCE VEHICLE TRAINING CLASSES

E-0/F-1 Inspection, Maintenance and Testing
9/14-16/2021*

E-1 Design and Performance Standards
3/23-25/2021

E-2/F-4 Electrical Systems
8/16-19/2021*

E-3 Heating, Air Conditioning & Ventilation
7/20-22/2021

E-4 Body and Chassis
7/27-29/2021

MANAGEMENT LEVEL 1 & 2 SUPERVISOR TRAINING CLASSES

M-1 Management Supervisor Level 1
10/18-22/2021

M-2 Management Supervisor Level 2
10/18-22/2021

LAW ENFORCEMENT VEHICLE TRAINING CLASSES

L-1 Law Enforcement Installation
5/19-20/2021

*COMBO CLASSES

[ASHVILLE & RALEIGH NORTH CAROLINA CLASS LINK HERE](#)



EVTS - Emergency Vehicle Technical Support Inc.



Your EVT Training Resource

1-852-572-1703

CALL US NOW

For class registration and info

- [WELCOME](#)
- [HOME](#)
- [CALENDAR](#)
- [LOGGING](#)
- [ABOUT](#)
- [CONTACT](#)

FIRE APPARATUS TRAINING CLASSES

Select the class and date below for your desired training category. Your class reservation will be confirmed following cleared payment.

Combo Classes F-1/E-0

Inspection, Maintenance and Testing.

This 2 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. General requirements
- C. Out of service criteria
- D. Diagnostic checks and maintenance
- E. Preventative maintenance
- F. Annual Testing requirements

Test is administered on the final day of the class
Cost \$350 per person

CLASS DATES

September 14-15, 2021

[Register](#)

Class F-2 - Design and Performance Standards.

This 2 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. General design and performance requirements of all aspects of the fire apparatus
- C. Out of service criteria
- D. Manufacture and 3rd party testing requirements for all certification tests of components and systems that is required.

Test is administered on the final day of the class
Cost \$350 per person

CLASS DATES

October 19-21, 2021

[Register](#)

Class F-3 - Fire Pumps and Accessories.

This 2 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. General design and performance requirements of all aspects of the fire pump
- C. Out of service criteria
- D. Hydraulic Principles
- E. Mechanical Principles
- F. Annual Testing requirements of the fire pump

Test is administered on the final day of the class
Cost \$350 per person

CLASS DATES

April 20-22, 2021

[Register](#)

November 2-4, 2021

[Register](#)

Combo Classes F-4/E-2

Electrical Systems.

This 3 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. Basic Principles of electricity
- C. Out of service criteria
- D. Basic principles of component Function & application
- E. Batteries, starting and charging systems
- F. Annual Testing requirements of the Electrical system
- G. Reading and interpretation of electrical Schematics
- H. Vehicle Computer controls

Test is administered on the final day of the class
Cost \$375 per person

CLASS DATES

August 18-19, 2021

[Register](#)

Class F-4A - Advanced Electrical.

This 3 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. Basic Principles of Electricity
- C. Out of service criteria

CLASS DATES

- D. Basic principles of component Function & application low and line voltage systems
- E. Maintenance and repairs
- F. Preventative maintenance
- G. Reading and Interpretation of Electrical Schematics
- H. Trouble shooting Hydraulic generators
- I. Multiplex systems Class 1 and V-mux

Test is administered on the final day of the class
Cost \$375 per person

Class F-5 - Aerial Fire Apparatus.

This 3 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. Basic Principles of Hydraulics
- C. Out of service criteria
- D. Basic principles of component Function & application
- E. Maintenance and repairs
- F. Annual Testing requirements of the Aerial device and its components Electrical system
- G. Reading and interpretation of electrical and hydraulic schematics

Test is administered on the final day of the class
Cost \$375 per person

CLASS DATES

June 14-17, 2021

[Register](#)

Class F-6 - Allison Transmissions.

This 2 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Definitions and terms
- B. Basic Principles of Hydraulics and Electricity
- C. Out of service criteria
- D. Basic principles of component Function & application
- E. Maintenance and repairs
- F. Preventative maintenance
- G. Reading and interpretation of Electrical and Hydraulic Schematics
- H. Output Shaft Retarder
- I. Electronic controls of the Allison Transmission

Test is administered on the final day of the class
Cost \$350 per person

CLASS DATES

September 24-30, 2021

[Register](#)

Class F-7 - Foam Systems.

This 2 1/2 day class will cover the objectives and reference materials based on the requirements of the EVT commission, including:

- A. Principles of Foam
- B. Foam Systems and Operations
- C. Mechanical Components of a Foam System
- D. Maintenance and Testing

Test is administered on the final day of the class
Cost \$350 per person

CLASS DATES

Lodging

September 13-16, 2021

F-1/E-0 Inspection, Maintenance, and Testing Class

FY 2021 Per Diem Rates for ZIP 34474

I'm interested in:

Lodging Rates

Meals & Incidentals (M&IE) Rates

New Search



Lodging by month (excluding taxes) | October 2020 - September 2021



Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the [National Association of Counties \(NACO\) website](#) (a non-federal website).

Filter Results

Primary Destination	County	2020 Oct	Nov	Dec	2021 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Standard Rate	Applies for all locations without specified rates	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96

Showing 1 to 1 of 1 entries

Hilton Ocala:

Step 3 of 3

Payment and Guest Details

Total for stay

[Hide price details](#)

\$529.47

Avg \$159.00/night in \$4.00

FLEXIBLE RATE

13 Sep 2021

\$159.00

14 Sep 2021

\$159.00

15 Sep 2021

\$159.00

Total room charge

\$477.00

11.00 % per room, per stay

Total taxes

\$52.47

Total for stay: **\$529.47**



Hilton Ocala

13 Sep - 16 Sep 2021 (3 nights)

1 room, 2 adults

[Edit Stay](#)

2 Queen Beds
443 Rooms

FLEXIBLE RATE
443 Rooms

All fields are required unless marked optional

Payment

*Free Parking

*Where EVT Training is held

Comfort Suites Ocala North:



Comfort Suites Ocala North

3825 NW Blitchton Road
Ocala, FL, 34475, US
(352) 482-0800

[Change Dates](#)

Check-In
Sep 13
Mon, 3:00 PM

3 NIGHTS

Check-Out
Sep 16
Thu, 11:00 AM

Room Details

[+ Add Another Room](#)

2 Queen Beds, 1 Room Suite

Suite, No Smoking

1 Adult

[Remove](#)

\$71.40 USD

Avg. Per Night

Summary of Charges

Room 1: \$71.40 x 3 Nights: **\$214.20**

Estimated Taxes & Fees \odot \$23.56

Grand Total: \$237.76 USD

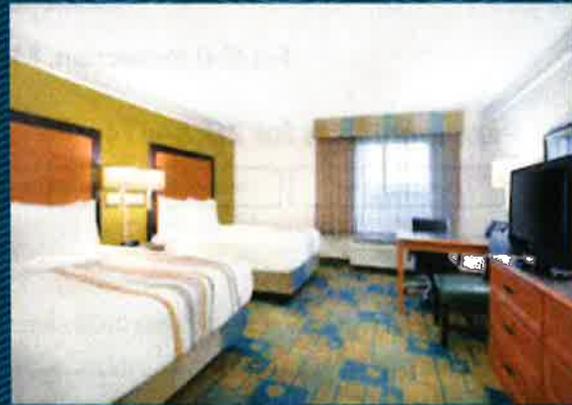
No cancellations, changes, or refunds.

Rate: Pay Now and Save (Non-Member) \odot

*Free Parking

*11-minute commute to Hilton Ocala

La Quinta Inn and Suites by Wyndham Ocala:



La Quinta Inn & Suites by Wyndham Ocala

3530 SW 36th Avenue, Ocala, Florida 34474
[+1-352-861-1137](tel:1-352-861-1137)

MON, 09/13/21 - THU, 09/16/21 || 1 ROOM, 3 NIGHTS
1 ADULT, 0 CHILDREN

Check In
After 3:00 pm

Check Out
Before 12:00 pm

Room Details

Free high-speed WiFi, free continental breakfast, AC, bathtub/shower, coffee maker, hair dryer, HD TV, bathroom amenities, alarm clock, desk, cribs available, down/feather pillows, iron, pillow-top mattress, non-smoking, closed caption TV

2 Double Beds, Park/Pool View, Non-Smoking **\$237.00 USD**

Best Available Rate, Flexible

Taxes & Fees \$26.07 USD

[Cancellation & Rate Details](#)

Total for Stay \$263.07 USD

*Free Parking

*1-minute commute to Hilton Ocala

The list below shows local lodging accommodations outside of the Hilton Ocala for the F-1/E-0 EVT Training Class on September 13-16, 2021. Based on nightly rates, driving distance, and per diem of \$96 per night, the highlighted options below are the most suitable choices for lodging.

Country Inn & Suites
3720 SW College Rd, Ocala, FL, 34474

Holiday Inn Hotel and Suites Ocala Conference Center
3600 SW 38th Avenue, Ocala, FL, 34474

Comfort Suites
3825 NW Blitchton Rd, Ocala, FL, 34475

Fairfield Inn & Suites by Marriott
4101 SW 38th Court, Ocala, FL, 34474

Courtyard Marriott
3712 SW 38th Ave, Ocala, FL, 34474

La Quinta Inn and Suites
3530 SW 36th Ave, Ocala, FL, 34474

Residence Inn Marriott
3610 SW 38th Ave, Ocala, FL, 34474

Red Roof Inn & Suites
120 NW 40th Ave, I-75 At Highway 40, Exit #356, Ocala, FL, 34482

Homewood Suites by Hilton Ocala at Heath Brook
4610 Sw 49th Road, Ocala, FL, 34474



FY 2021 Per Diem Rates for ZIP 34474

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Standard Rate	Applies for all locations without specified rates	\$55	\$13	\$14	\$23	\$5	\$41.25



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Joan Junkala-Brown, Community & Economic Development Director

DATE: 3/4/2021

RE: Consideration of a CARES Act Substantial Amendment to the FY 2019-2020 Annual Action Plan (final hearing).

The City received official notification by the U.S. Department of Housing & Urban Development (HUD) dated April 2, 2020 of allocations through the Coronavirus, Aid, Relief and Economic Security Act (CARES Act) in the amount of \$458,099 in CDBG-CV (Community Development Block Grant – Coronavirus 1st Tranche) funding and \$67,066 in HOPWA (Housing Opportunities for Person with Aids) funds. Please note, the City receives HOPWA funding as a pass-through entity; however, the program is administered through the Florida Department of Health.

On May 21, 2020 and June 4, 2020, City Council heard the first and second public hearings and approved the first CARES Act (Substantial) Amendment to the Fiscal Year (FY) 2019-2020 Annual Action Plan allocating funds for Public Services, Special Economic Development and/or Affordable Housing activities that prevent, prepare for, and respond to coronavirus as required by HUD. This is the second Substantial Amendment to the FY 2019-2020 Annual Action Plan to allocate the same CDBG-CV funding to eligible activities as awarded by the City's Community Development Advisory Board (CDAB) at two separate meetings held on November 18, 2020 and January 20, 2021.

On September 30, 2020, the City published the first Request for Applications/Proposals to solicit CDBG-CV funding requests from non-profit 501(c)3 agencies for HUD-eligible public services and activities. The Requests for Applications/Proposals closed on Friday, October 30, 2020 with nine (9) applications requesting funding for public services and one (1) for special economic development and/or affordable housing. All applications were reviewed by staff for completeness and eligibility. Staff determined that only eight (8) applicants were deemed complete and eligible and one (1) application for affordable housing was withdrawn by the applicant. On December 28, 2020, the City published a second Request for Applications/Proposals to solicit CDBG-CV funding requests from non-profit 501(c)3 agencies for HUD-eligible public services and activities for the remaining balance (\$101,368.20) of CDBG-CV funds. The City received two (2) applications requesting CDBG-CV funding for public services and one (1) application under affordable housing. Staff determined that all applicants were deemed complete and eligible.

The Community Development Advisory Board recommended approval of CDBG-CV funding for the following ten (10) entities in no particular order: Aging Matters in Brevard (\$20,000), Brevard Alzheimer's

Foundation (\$29,975), Central Florida Child Health Program, Inc. (\$40,000), Family Promise of Brevard (\$54,000), Greater Palm Bay Senior Center (\$15,000), Helps Community Initiatives (\$40,000), Society of St. Vincent de Paul, Our Lady of Grace Conference (\$30,000), South Brevard Sharing Center (\$56,136), St. Joseph's Church - Society of St. Vincent de Paul (\$20,000), and Community Housing Initiative (\$61,368.20), totaling \$305,111 for public services and \$61,368.20 for affordable housing, with the remaining \$91,619.80 allocated to Planning & Administration activities related to overseeing the program as allowed by HUD's 20 percent cap. This is the second and final public hearing.

REQUESTING DEPARTMENT:

Community & Economic Development

FISCAL IMPACT:

The allocation of \$458,099 in CDBG-CV under the CARES Act will result in an increased revenue to CDBG-CV Fund 126.

RECOMMENDATION:

Motion to approve the CARES Act Substantial Amendment to the FY 2019-2020 Annual Action Plan allocating a total of \$458,099 in CDBG-CV funds to eligible programs and activities.

ATTACHMENTS:

Description

CARES Act Substantial Amendment to the Fiscal Year 2019-2020 Annual Action Plan

**CITY OF PALM BAY
PUBLIC NOTICE
CARES Act AMENDMENT
FY 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN**

The City of Palm Bay, as a member of the Brevard County HOME Consortium, has adopted a Five-Year Consolidated Plan that is carried out through Annual Action Plans that provide concise summary of the actions and activities that will be undertaken to address the priority needs and specific goals identified in the Consolidated Plan.

On March 16, 2020, President Trump created the Coronavirus Aid, Relief and Economic Security Act (CARES Act). Subsequently, the City of Palm Bay was officially notified by the U.S. Department of Housing & Urban Development of an allocation in the amount of \$458,099 in Community Development Block Grant – Coronavirus (CDBG-CV) funds. This substantial amendment is brought forth to allocate CDBG-CV funds to be used to prevent, prepare for and respond to coronavirus (COVID-19). Subsequently on April 9, 2020, HUD released a Summary of CARES Act Provisions for Coronavirus Response with CDBG-CV and CDBG Grants which includes the elimination of the 15 percent cap on the amount of grant funds that can be used for public service activities related to the prevention, preparation for and response to COVID-19.

The City of Palm Bay is hereby notifying the public of one (1) substantial amendment to reallocate CDBG-CV funds to eligible programs and activities to prevent, prepare for and respond to COVID19. The amendment represented here-in applies only to the City of Palm Bay’s Community Development Block Grant (CDBG) Program for the Fiscal Year (FY) 2019-2020 and does not affect other Annual Action Plans or any element of the Brevard County HOME Consortium’s Five-Year Consolidated Plan.

AMENDMENT NO. 1 – FUNDING INCREASE

Activity Name: CDBG-CV	
Original Funding FY 2019-2020:	\$0.00
Amended funding:	\$458,099.00

AMENDMENT NO. 2 – NEW ACTIVITY

Activity Name: CV – Planning and Administration

AMENDMENT NO. 3 – NEW ACTIVITY

Activity Name: CV – Public Services

AMENDMENT NO. 4 – NEW ACTIVITY

Activity Name: CV – Affordable Housing

AMENDMENT NO. 5 – Allocation of Funds to Planning & Administration related to COVID-19

Original Budget:	\$0.00
Budget Increase:	\$91,619.80
New Budget:	\$91,619.80

AMENDMENT NO. 6 – Allocation of Funds to Public Services related to COVID-19

Original Budget:	\$0.00
Budget Increase:	\$305,111.00
New Budget:	\$305,111.00

AMENDMENT NO. 7 – Allocation of Funds to Affordable Housing Activities related to COVID-19

Original Budget:	\$0.00
Budget Decrease:	\$61,368.20
New Budget:	\$61,368.20

The City of Palm Bay held the first Public Hearing to review this change and to receive public comments at the regularly scheduled City Council Meeting held on Thursday, February 18, 2021 at 7:00 PM in Council Chambers, Palm Bay City Hall, 120 Malabar Road SE, Palm Bay, Florida 32907.

The City of Palm Bay will hold the second Public Hearing to review this change and to receive public comments at the regularly scheduled City Council Meeting to be held on Thursday, March 4, 2021 at 7:00 PM in Council Chambers, Palm Bay City Hall, 120 Malabar Road SE, Palm Bay, Florida 32907.

Persons with disabilities requiring special accommodations to participate in the Public Hearing or persons requiring information in a language other than English should call Sandra Urban, Housing Administrator, at 321-726-5616 or 7-1-1 (Florida Relay Services) at least forty-eight (48) hours prior to the Public Hearing.

Interested persons are encouraged to provide written comment to:

Sandra Urban, Housing Administrator
City of Palm Bay
120 Malabar Road SE, Palm Bay, FL 32907
sandra.urban@palmbayflorida.org

All comments received by February 16, 2021 were considered. City Council will take action on the proposed CDBG Substantial Amendment at its meeting scheduled for Thursday, March 4, 2021 at 7:00 PM in City Council Chambers, Palm Bay City Hall, 120 Malabar Road SE, Palm Bay, FL 32907.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Laurence Bradley, AICP, Growth Management Director

DATE: 3/4/2021

RE: Ordinance 2021-11, granting approval of a Final Development Plan for a proposed single-family residential Planned Unit Development (PUD) to be known as 'The Preserves at Stonebriar Phase II' on property located north of the Melbourne Tillman Drainage District Canal 41-R, in the vicinity between Cogan and Windbrook Drives (28.878 acres) (Case FD-4-2021, Forestar USA Real Estate Group, Inc.) (Quasi-Judicial Proceeding), first reading.

Forestar USA Real Estate Group, Inc. (Jake Wise, P.E., Rep.) has submitted for Final Planned Unit Development approval of a 171-unit residential subdivision to be known as The Preserves at Stonebriar Phase II. The vacant 28.878-acre parcel is in the vicinity east of Cogan Drive SE, amid the southern portion of the Majors Golf Course, in the Bayside Lakes Community.

The subject development is planned for 3.20 units per acre, which is below the maximum 5 units per acre density permitted by the existing Single-Family Residential Future Land Use category. Phase II will be built in one phase that consists of 50-foot wide by 125-foot deep lots, and the two vehicular access points to the development will be from Remington Green Drive SE and Glen Eagles Drive SE.

Upon review, the proposed request appears to conform with the applicable requirements for securing Final Development Plan approval.

REQUESTING DEPARTMENT:

Growth Management

RECOMMENDATION:

Motion to approve Case FD-4-2021, subject to the following staff comments contained in the staff report being addressed upon submission for administrative construction plan approval:

- A. Fully engineered construction drawings.
- B. A Subdivision Plat meeting all governing requirements.
- C. Opinion of Title.
- D. The Plat shall show the existing rights-of-way as Tracts to denote that they are currently private rights-of-way.

E. An emergency drainage easement shall be recorded on the Plat affording the City the right but not the obligation to maintain the stormwater management system in emergencies.

F. Staff recommends that the applicant explore all possible options of connectivity to Eldron Boulevard, which terminates in close proximity to the subject project. This would allow for more efficient traffic circulation, convenient access for the residents of The Preserves, and quicker emergency response.

Planning and Zoning Board Recommendation:

Approval of the request by a vote of 5 to 1, subject to the staff comments contained in the staff report.

ATTACHMENTS:

Description

Case FD-4-2021 Revised

Correspondence

Board Minutes

Ordinance 2021-11 (Revised)



REVISED

STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: 321-733-3042

landdevelopmentweb@palmabayflorida.org

Prepared by

Christopher Balter, Senior Planner

CASE NUMBER

FD-4-2021

PLANNING & ZONING BOARD HEARING DATE

February 3, 2021

PROPERTY OWNER & APPLICANT

~~Benjamin E. Jefferies – Waterstone Farms, LLC~~ >>Forestar USA Real Estate Group, Inc. (Jake Wise, P.E., Rep.)<<

PROPERTY LOCATION/ADDRESS

Tracts L, M, N, P, S, and T of The Preserves at Stonebriar Phase I, Sections 20 and 29, Township 29, Range 37, Brevard County, FL

SUMMARY OF REQUEST

Final Planned Unit Development approval for a 171-unit residential subdivision to be known as The Preserves at Stonebriar Phase II.

Existing Zoning

PUD, Planned Unit Development

Existing Land Use

Single-Family Residential Use

Site Improvements

Vacant Unimproved Land

Site Acreage

28.878 acres, more or less

SURROUNDING ZONING & USE OF LAND

North

GU, General Use Holding District; The Majors Golf Course and PUD, Planned Unit Development; Fairway Isles PUD

East

GU, General Use Holding District; The Majors Golf Course and PUD, Planned Unit Development; Summerfield PUD Phase III

South

RS-2, Single Family Residential; Single Family Homes

West

PUD, Planned Unit Development; Stonebriar and Fairway Crossings

COMPREHENSIVE PLAN

COMPATIBILITY

Yes

BACKGROUND:

The project will be located in the vicinity east of Cogan Drive SE, amid the southern portion of the Majors Golf Course, in the Bayside Lakes Community. Specifically, the property is Tracts L, M, N, P, S, and T of The Preserves at Stonebriar Phase I Subdivision Plat, Sections 20 and 29, Township 29, Range 37, Brevard County, Florida, containing 28.878 acres.

The subject property was part of a previous PUD approval (PUD-25-2006). That request included lands on both sides of the 110' Florida Power & Light Easement. Preliminary PUD approval was granted for the overall Stonebriar and Fairway Crossings PUD and when the portion west of the FP&L Easement was granted Final PUD approval, it locked in the PUD zoning for the east side. The Preserves at Stonebriar Phase I received Final PUD approval (PUD-36-2017) on September 19, 2017.

ANALYSIS:

The applicant is requesting Final Development Plan (FDP) approval for a Planned Unit Development (PUD), to construct a single-family residential subdivision called The Preserves at Stonebriar Phase II. The planned unit development is a concept which encourages and permits variation in residential developments by allowing deviation in lot size, bulk or type of dwellings, density, lot coverage, setbacks and open space, from those elements required in any singular zoning classification found in the city's Zoning Code.

The purpose of a planned unit development is to encourage the development of planned residential neighborhoods and communities that provide a full range of residence types, as well as commercial uses designed to serve the inhabitants of the proposed community. The planned unit development process simplifies the procedure for obtaining approval of these developments through simultaneous review of the proposed land use, site consideration, public needs and requirements, and health and safety factors.

The future land use designation of the subject property is Single-Family Residential Use. The development of a single-family planned unit development is compliant with the Single-Family Residential Use future land use designation. The overall acreage for Phase I is 73.262 acres. The overall acreage for Phase II is 28.878 acres. The proposed density for both phases is 3.20 units per acre, which is below the maximum density defined in the City's Comprehensive Plan for Single-Family Residential Use (up to 5 units per acre).

Specifically, the FDP proposes a 171-unit single-family development that will be constructed in one phase. Per the FDP, typical lots within the residential development are 50' x 125'. The minimum size home will be 800 square feet. Vehicular access to the subdivision will be from two (2) roadways; Remington Green Drive and Glen Eagles Drive.

CONDITIONS:

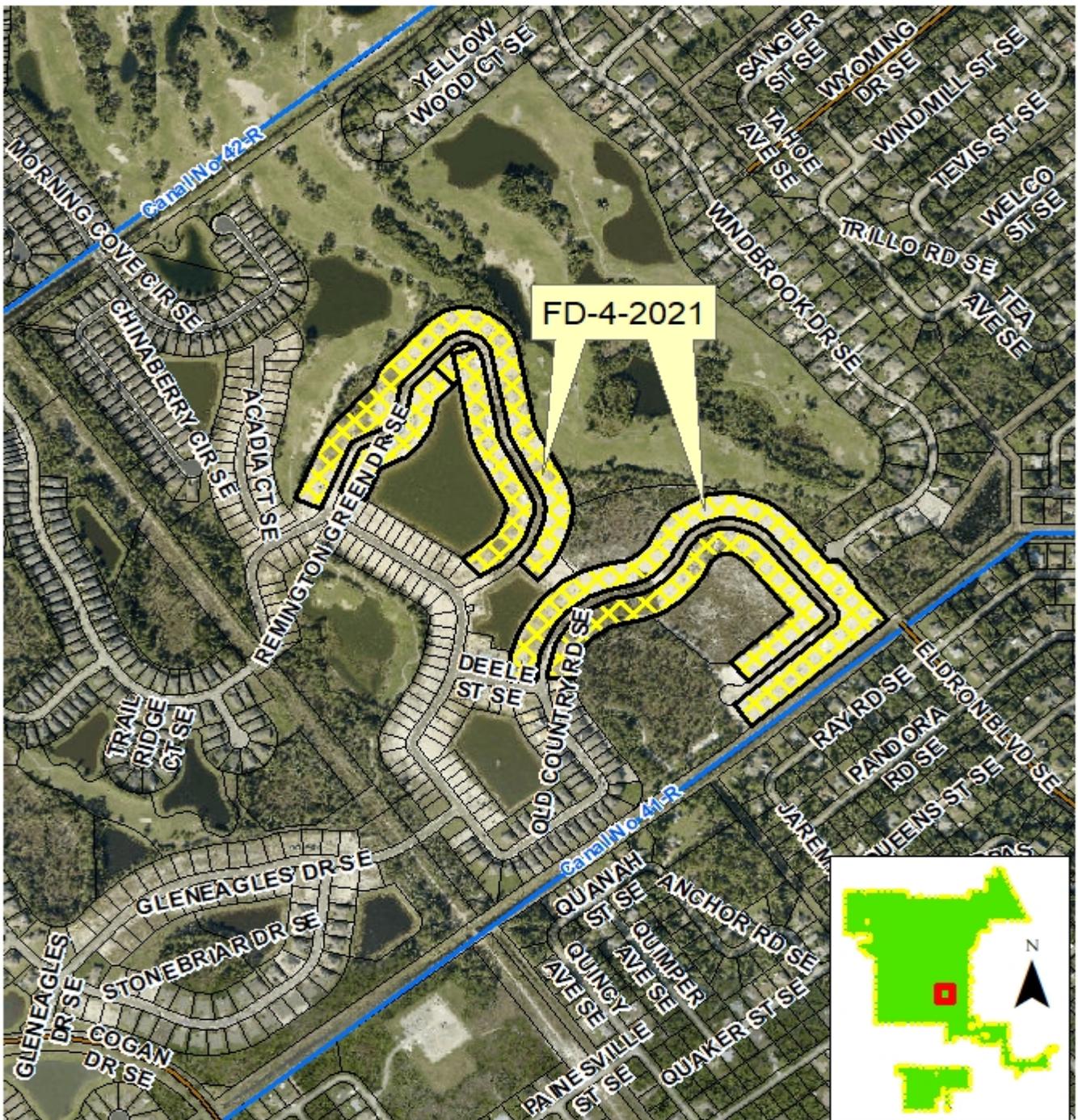
In order to receive FDP approval, the proposal must meet the requirements of Section 185.067 of the City of Palm Bay's Code of Ordinances. Upon review, the request appears to conform with the applicable requirements of this section. The following items shall be addressed upon submission of the administrative construction plan approval:

- A. Fully engineered construction drawings.
- B. A Subdivision Plat meeting all governing requirements.
- C. Opinion of Title.
- D. The Plat shall show the existing rights-of-way as Tracts to denote that they are currently private rights-of-way.
- E. An emergency drainage easement shall be recorded on the Plat affording the City the right but not the obligation to maintain the stormwater management system in emergencies.
- F. Staff recommends that the applicant explore all possible options of connectivity to Eldron Boulevard, which terminates in close proximity to the subject project. This would allow for more efficient traffic circulation, convenient access for the residents of The Preserves, and quicker emergency response.

STAFF RECOMMENDATION:

Case FD-4-2021 is recommended for approval, subject to the staff comments contained in this report.

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.

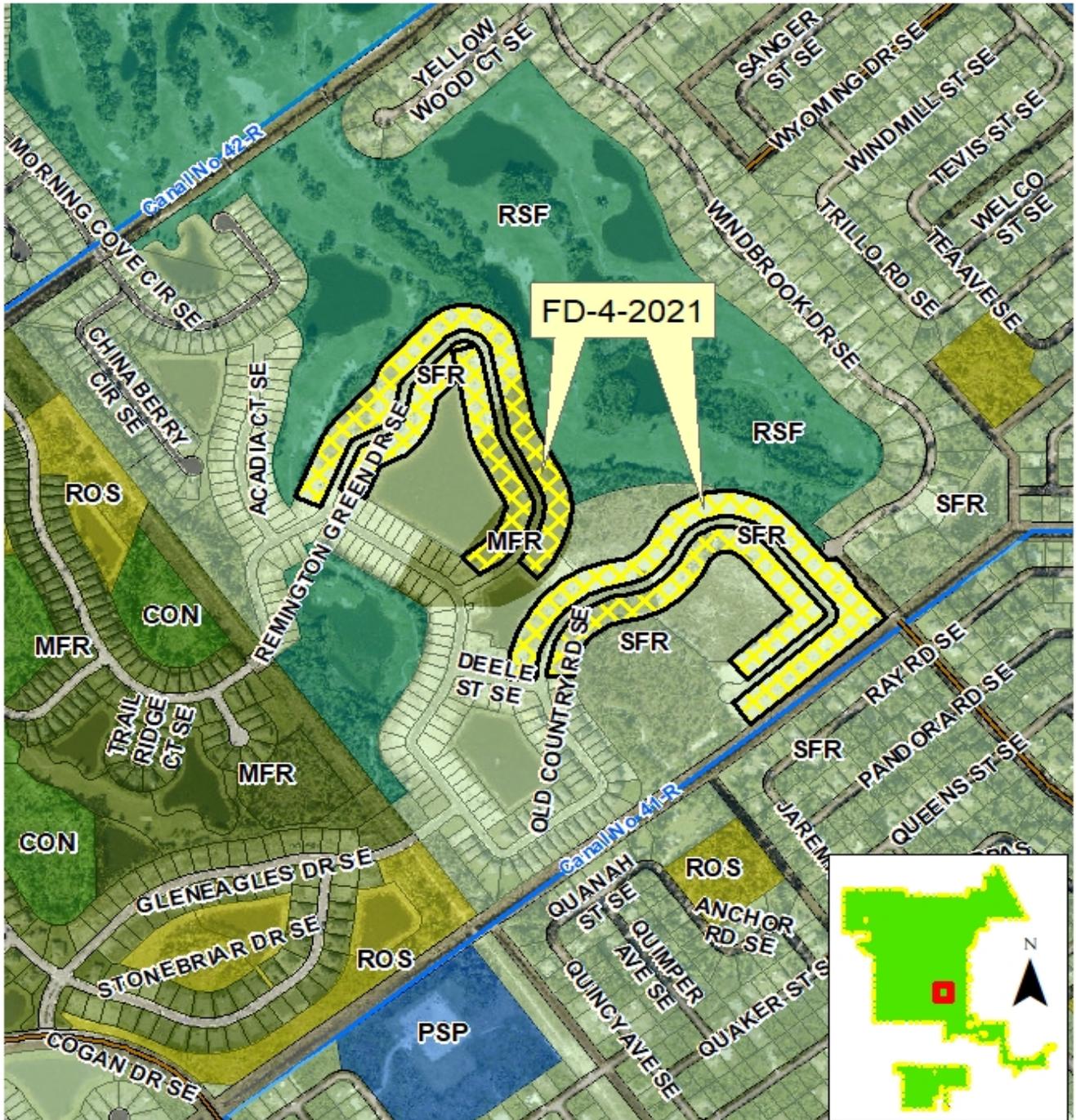


AERIAL LOCATION MAP CASE FD-4-2021

Subject Property

In the vicinity east of Cogan Drive SE and west of Melbourne Tillman Water Control District Canal No. 41-R

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



FUTURE LAND USE MAP CASE FD-4-2021

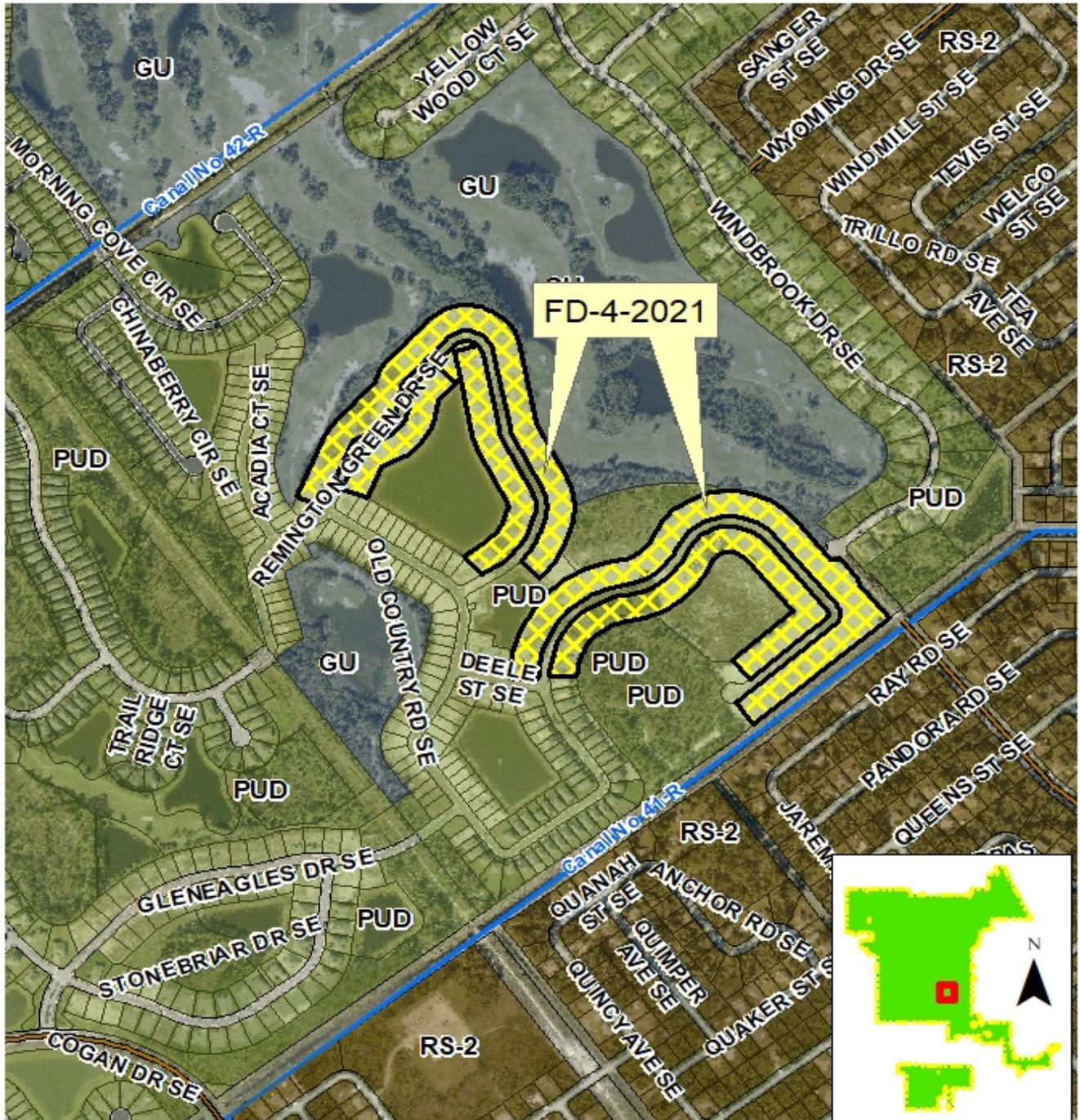
Subject Property

In the vicinity east of Cogan Drive SE and west of Melbourne Tillman Water Control District Canal No. 41-R

Future Land Use Classification

SFR – Single Family Residential Use and MFR – Multi-Family Residential Use

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



ZONING MAP

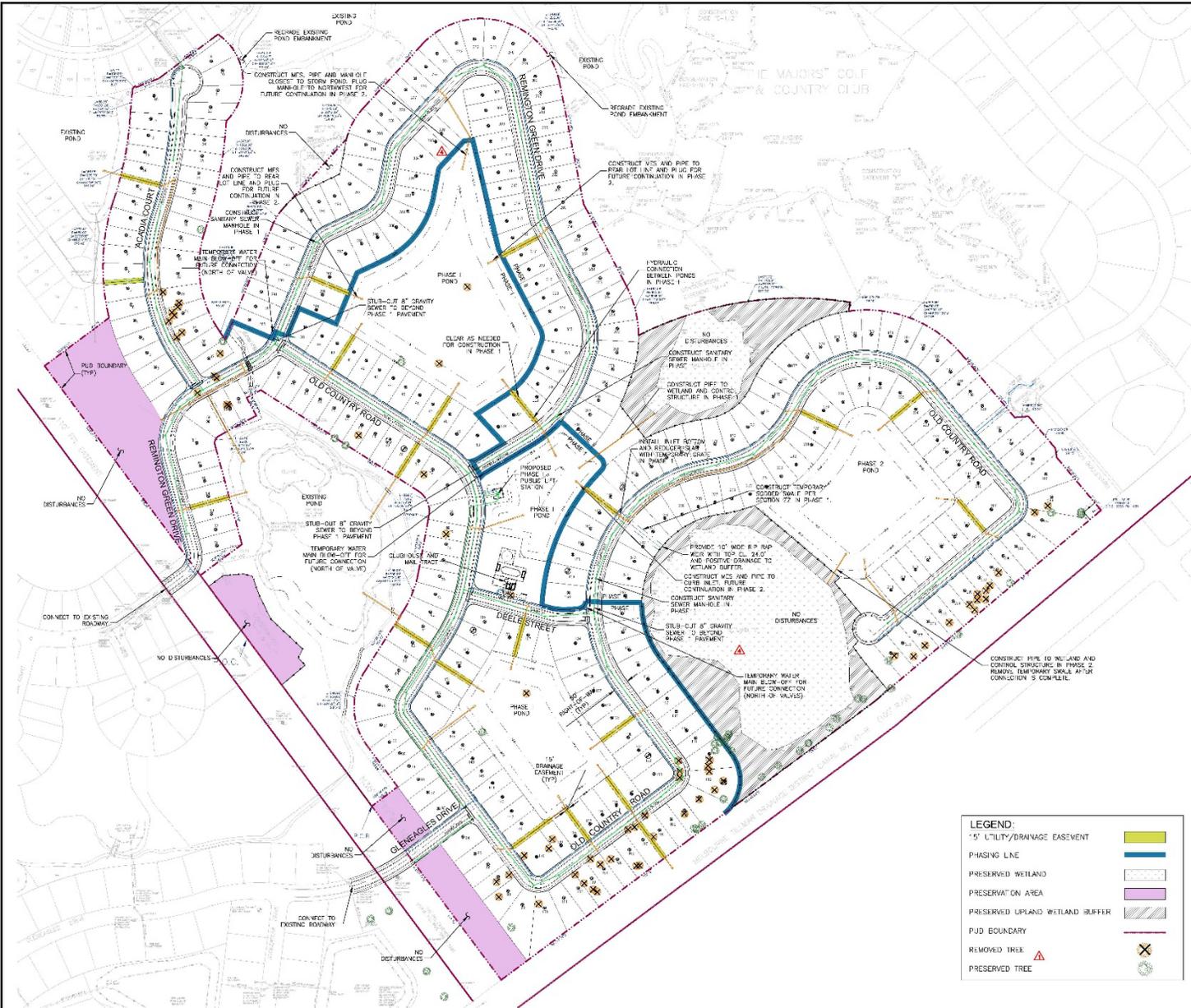
CASE FD-4-2021

Subject Property

In the vicinity east of Cogan Drive SE and west of Melbourne Tillman Water Control District Canal No. 41-R

Current Zoning Classification

PUD – Planned Unit Development

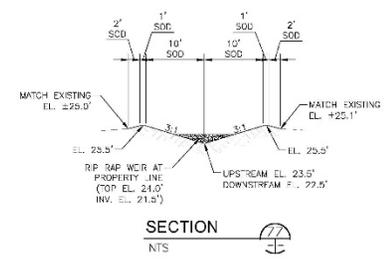


SUMMARY OF REVIVED SPECIMEN TREES

TYPE	SIZE (INCHES DBH)	QUANTITY	DBH (OVER 18")
CAK	18	1	18
PALM	18	5	90
PALM	20	7	140
P NE	18	26	468
P NE	20	14	280
P NE	22	4	88
P NE	24	5	120
P NE	26	1	26
P NE	28	1	28

1258/6 = 210 REPLACEMENT TREES

REPLACEMENT TREES SHALL BE 2" CALIPER AND MINIMUM 0" - 10" IN HEIGHT AND WILL BE PLANTED ON THE FIRST 210 LOTS PERMITTED. IN ADDITION TO THE FOUR TREES AND SHRUBS THAT ARE CODE MINIMUM REQUIRED.



- LEGEND:**
- 5' UTILITY/BRN/VAGE EAST/WEST
 - PHASING LINE
 - PRESERVED WETLAND
 - PRESERVATION AREA
 - PRESERVED UPLAND WETLAND BUFFER
 - PUD BOUNDARY
 - REMOVED TREE
 - PRESERVED TREE

NOTE:

PHASE II SHALL BE CARRIED IN PHASE I. NO STOCKPILING IS ALLOWED IN PHASE I AREA. ALL DISTURBED AREAS SHALL BE SEED/ED AND MULCHED.

PHASING NOTE CHANGES
ADDED STREET NAMES



OVERALL SUBDIVISION AND PHASING PLAN

REVISION	DATE	DESCRIPTION
1	7/26/17	START AND CITY COMMENTS
4	10/19/17	CITY COMMENTS
5	2/19/18	PHASING CHANGES
8	6/14/18	PHASING CHANGE
10	7/31/18	CITY COMMENTS

CONSTRUCTION ENGINEERING GROUP

THE PRESERVES AT STONEBRIAR
D.R. HORTON
REMININGTON GREEN DR. SE AND GLENEAGLES DR. PALM BAY, FLORIDA
DRAWING TITLE
OVERALL SUBDIVISION AND PHASING PLAN

DATE: 5-26-17
SCALE: 1"=150'
PROJ. NO.: 140312
DESIGNED BY: JRT
DRAWN BY: SMB
CHECKED BY: JTW
DRAWING NO.: G-3

THE PRESERVES AT STONEBRIAR - PHASE 2

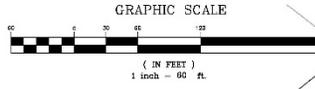
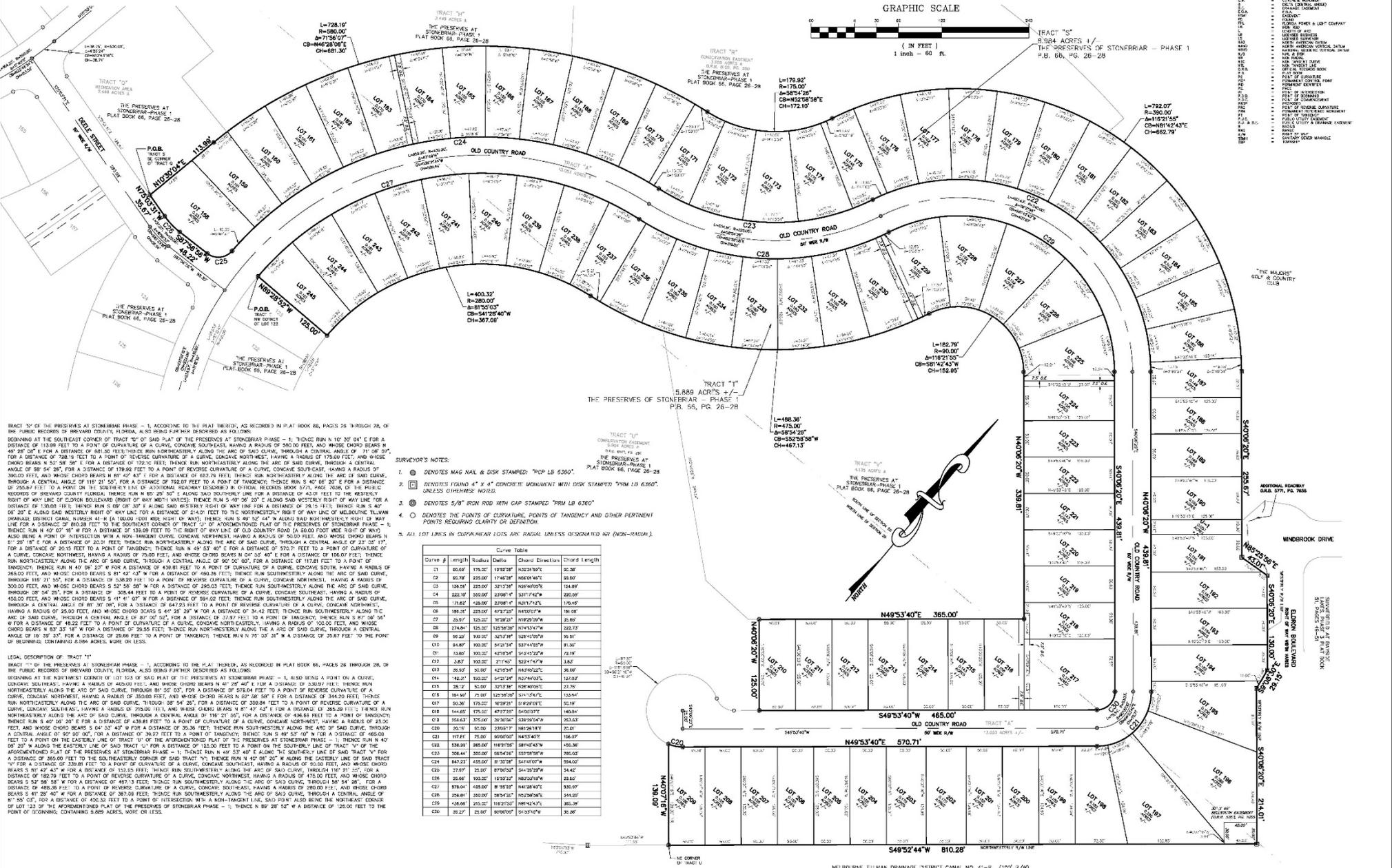
A SUBDIVISION LYING IN SECTIONS 20 & 29, TOWNSHIP 29 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA.
BEING A REPLAT OF TRACTS L, M, N, P, S & T, THE PRESERVES AT STONEBRIAR PHASE 1, RECORDED IN PLAT BOOK 66, PAGES 26-28

LEGEND OF ABBREVIATIONS

1/4" = 100'	1/8" = 50'	1/16" = 25'	1/32" = 12.5'
1/64" = 6.25'	1/128" = 3.125'	1/256" = 1.5625'	1/512" = 0.78125'
1/1024" = 0.390625'	1/2048" = 0.1953125'	1/4096" = 0.09765625'	1/8192" = 0.048828125'
1/16384" = 0.0244140625'	1/32768" = 0.01220703125'	1/65536" = 0.006103515625'	1/131072" = 0.0030517578125'
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THE PRESERVES AT STONEBRRIAR - PHASE 2

A SUBDIVISION LYING IN SECTIONS 20 & 29, TOWNSHIP 29 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA.
BEING A REPLAT OF TRACTS L, M, N, P, S & T, THE PRESERVES AT STONEBRRIAR PHASE 1, RECORDED IN PLAT BOOK 66, PAGES 26-28



- LEGEND OF ABBREVIATIONS
- 888 - BOUNDARY
 - 889 - CONCRETE FOUNDATION
 - 890 - CONCRETE FOUNDATION
 - 891 - CONCRETE FOUNDATION
 - 892 - CONCRETE FOUNDATION
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 - 899 - CONCRETE FOUNDATION
 - 900 - CONCRETE FOUNDATION
 - 901 - CONCRETE FOUNDATION
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 - 998 - CONCRETE FOUNDATION
 - 999 - CONCRETE FOUNDATION
 - 1000 - CONCRETE FOUNDATION

SURVEYOR'S NOTES:

1. DENOTES MAG NAIL & DISK STAMPED: "TOP IS 0.000"
2. DENOTES FOUND 4" X 4" CONCRETE MOUNTING WITH DISK STAMPED "FROM 1.0 6.000" (EXCESS DIMENSIONS INDICATED)
3. DENOTES 5/8" IRON ROD WITH CAP STAMPED "FROM 1.0 6.000"
4. DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERTINENT POINTS REQUIRING CLARITY OF DEFINITION.
5. ALL LOT LINES IN CURVILINEAR LOTS ARE RADIAL UNLESS OTHERWISE NOTED (RADIAL).

Curve #	Length	Radius	Bearing	Chord Direction	Chord Length
C1	65.68	175.32	121.92°	N42°58'15"W	35.38
C2	62.78	235.00	171.62°	N09°58'42"W	38.00
C3	128.19	228.00	171.12°	N01°40'55"W	154.89
C4	222.10	350.00	239.61°	S31°14'21"W	220.29
C5	178.82	425.00	239.61°	S41°17'21"W	170.43
C6	190.29	225.00	171.12°	N01°00'00"W	181.98
C7	25.57	125.32	137.91°	N19°20'00"W	35.88
C8	374.84	15.00	129.58°	N74°33'17"W	223.73
C9	94.29	100.00	121.92°	N49°19'30"W	94.91
C10	244.87	100.00	121.92°	N41°30'00"W	21.30
C11	124.85	100.00	121.92°	N41°30'00"W	72.18
C12	3.82	100.00	121.92°	S28°14'07"W	3.82
C13	36.53	32.00	121.92°	N49°02'21"W	36.53
C14	143.31	100.00	121.92°	N41°30'00"W	122.05
C15	26.12	52.00	121.92°	N49°02'21"W	27.92
C16	146.80	15.00	129.58°	S71°30'45"W	120.46
C17	36.53	175.32	121.92°	N49°19'30"W	35.19
C18	144.85	100.00	121.92°	N41°30'00"W	100.84
C19	268.43	175.00	121.92°	N39°29'45"W	263.53
C20	20.15	52.00	121.92°	N49°02'21"W	20.15
C21	117.81	25.00	121.92°	N43°40'15"W	106.07
C22	128.20	100.00	121.92°	N41°30'00"W	106.98
C23	104.41	100.00	121.92°	N39°29'45"W	98.02
C24	445.23	450.00	137.91°	S41°07'30"W	584.02
C25	37.67	25.00	121.92°	S41°07'30"W	34.42
C26	258.66	100.00	121.92°	N43°40'15"W	248.02
C27	279.04	100.00	121.92°	N41°30'00"W	250.97
C28	258.61	250.00	121.92°	N43°40'15"W	344.20
C29	548.66	315.00	118.21°	N01°42'45"W	385.38
C30	28.27	25.00	121.92°	S41°07'30"W	25.38

LEGAL DESCRIPTION OF TRACT "T"
TRACT "T" OF THE PRESERVES AT STONEBRRIAR PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGES 26 THROUGH 28 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ALSO BEING FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID PLAT OF THE PRESERVES AT STONEBRRIAR PHASE 1, ALSO BEING A POINT ON A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 450.00 FEET, AND WHERE CHORD BEARS N 41° 28' 42" E FOR A DISTANCE OF 332.87 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH 90° 50' 00" TO A POINT OF TANGENCY, THENCE RUN N 40° 20' 00" E FOR A DISTANCE OF 438.6 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTH, HAVING A RADIUS OF 350.00 FEET, AND WHERE CHORD BEARS S 52° 58' 58" W FOR A DISTANCE OF 344.30 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH 58° 54' 26" FOR A DISTANCE OF 389.84 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 750.00 FEET, AND WHERE CHORD BEARS N 47° 42' 17" E FOR A DISTANCE OF 153.19 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH 170° 21' 57" FOR A DISTANCE OF 192.78 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 475.00 FEET, AND WHERE CHORD BEARS S 53° 58' 58" W FOR A DISTANCE OF 387.93 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH 58° 54' 26" FOR A DISTANCE OF 387.93 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 80° 50' 00" TO A POINT OF TANGENCY, THENCE RUN S 89° 28' 52" W FOR A DISTANCE OF 126.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5.889 ACRES, MORE OR LESS.



Land Development Division
 120 Malabar Road SE
 Palm Bay, FL 32907
 321-733-3042
 Landdevelopmentweb@palmbayflorida.org

FINAL DEVELOPMENT PLAN APPLICATION

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida, Monday through Friday, during division office hours, to be processed for consideration by the Planning and Zoning Board. The application will then be referred by the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, unless otherwise stated.

APPLICATION TYPE:

- PUD**
Planned Unit Development
(Section 185.067)
- PMU**
Parkway Mixed Use District
(Final Design Plan)
(Section 185.057(C))
- PCRD**
Planned Community
Redevelopment District
(Section 185.055(L))
- RAC**
Regional Activity Center District
(Section 185.056(C))

PROPOSED DEVELOPMENT NAME The Preserves at Stonebriar- Phase 2

PARCEL ID 29-37-20-WW-*T; 29-37-20-WW-*S; 29-37-20-WW-*P; 29-37-20-WW-*N; 29-37-29-WW-*M& 29-37-20-WW-*L

TAX ACCOUNT NO. 3018958; 3018957; 3018954; 3018952; 3018951; 3018950

LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THIS APPLICATION:

See attached

SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): +/- 28.8 acres

TOTAL LOTS PROPOSED (list by use): 171

DEVELOPER Forestar (USA) Real Estate Group, Inc

Full Address 1064 Greenwood Blvd; Suite 200; Lake Mary, FL 32746

Telephone 407-832- 3164 Email christyree@forestargroup.com

ENGINEER Jake Wise, PE- Construction Engineering Group, LLC

Full Address 2651 W Eau Gallie Blvd; Suite A; Melbourne, FL 32935

Telephone 321-610-1760 Email jwise@cegengineering.com

SURVEYOR Horizon Surveyors, Inc

Full Address 390 Poinciana Drive; Melbourne, FL 32935

Telephone 321-254-8133 Email bob@horizonsurveyors.com

FINAL DEVELOPMENT PLAN CRITERIA FOR SUBMITTAL:

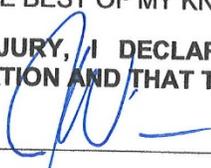
- 1) TWO (2) COPIES OF THE FINAL DEVELOPMENT PLAN AND SUPPORTING DOCUMENTATION SHALL BE ATTACHED TO THE APPLICATION. THE FINAL PLAN AND SUPPORTING DOCUMENTATION MUST ALSO BE PROVIDED ON MEMORY DRIVE.
- 2) LAYOUT OF THE DEVELOPMENT PLAN SHALL BE IN PLAT FORM THAT MEETS THE REQUIREMENTS OF FLORIDA STATUTE CHAPTER 177.
- 3) THE FINAL DEVELOPMENT PLAN SHALL CONTAIN THE INFORMATION REQUIRED PER THE CITY OF PALM BAY LAND DEVELOPMENT CODE SECTION FOR A PUD, PMU, PCRD, OR RAC. **ADDITIONAL CONDITIONS MUST BE MET AND INCORPORATED INTO THE SITE PLAN FOR THE SPECIFIC TYPE OF DEVELOPMENT REQUESTED (PUD, PMU, PCRD, RAC).** THE ADDITIONAL CRITERIA IS LISTED IN THE CODE OF ORDINANCES AND AVAILABLE FROM STAFF.

THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS FINAL DEVELOPMENT PLAN APPLICATION:

- *A \$1,500.00 application fee shall accompany the Final Development Plan application for the purposes of administration. Make check payable to "City of Palm Bay."
- Final Development Plan (see above Final Development Plan Criteria for Submittal).
- List of legal descriptions of all properties within a 500-foot radius of the boundaries of the property covered by this application, together with the names and mailing addresses (including zip codes) of all respective property owners within the above referenced area. (This should be obtained for a fee from the Brevard County Planning and Zoning Department at 321-633-2060.)
- Citizen Participation Plan. Required when a preliminary development plan application was not submitted. Refer to Section 169.005 of the Land Development Code for guidelines.
- School Board of Brevard County School Impact Analysis Application (if applicable).
- Sign(s) posted on the subject property. Refer to Section 51.07(C) of the Legislative Code for guidelines.
- Where property is not owned by the applicant, a letter** must be attached giving the notarized consent of the owner to the applicant to apply for the final development plan.

I, THE UNDERSIGNED UNDERSTAND THAT THIS FINAL DEVELOPMENT PLAN APPLICATION MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY AND CERTIFY THAT ALL THE ANSWERS TO THE QUESTIONS IN SAID APPLICATION, AND ALL DATA AND MATTER ATTACHED TO AND MADE A PART OF SAID APPLICATION ARE HONEST AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING FINAL DEVELOPMENT PLAN APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant  Date 12-8-20
Printed Name of Applicant Jake Wise, PE- Construction Engineering Group, LLC
Full Address 2651 W Eau Gallie Blvd; Suite A; Melbourne, FL 32935
Telephone 321-610-1760 Email jwise@cegengineering.com

*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY

January 12, 2021

Re: Letter of Authorization

As the property owner of the site legally described as:

Parcel Ids: 29-37-20-WW-*-T; 29-37-20-WW-*-S; 29-37-20-WW-*-P; 29-37-20-WW-*-N; 29-37-29-WW-*-M & 29-37-20-WW-*-L

I, Owner Name: Forestar (USA) Real Estate Group, Inc

Address: 1064 Greenwood Blvd; Suite 200; Lake Mary, FL 32746

Telephone: 407-832- 3164

Email: christyree@forestargroup.com

hereby authorize:

Representative: Jake Wise, PE- Construction Engineering Group, LLC

Address: 2651 W Eau Gallie Blvd; Suite A; Melbourne, FL 32935

Telephone: 321-610-1760

Email: jwise@cegengineering.com

to represent the request(s) for:

Final Development Plans and any/ all associated submittals

Chris Tyree

(Property Owner Signature)

STATE OF Florida

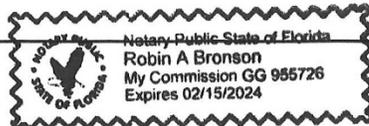
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 12th day of January, 2021 by Chris Tyree, property owner.

R. Bronson

R. Bronson, Notary Public

[X] Personally Known or [] Produced the Following Type of Identification:



CASE FD-4-2021

CORRESPONDENCE

Chandra Powell

From: Christopher Balter
Sent: Monday, January 25, 2021 1:35 PM
To: Patrick Murphy
Cc: Chandra Powell
Subject: FW: The Preserves at Stonebriar Phase 2 Project

FYI

Christopher Balter

Christopher Balter
Senior Planner
City of Palm Bay
Land Development Division
P: 321-733-3042
F: 321-953-8920

To see a world in a grain of sand
And a heaven in a wild flower,
Hold infinity in the palm of your hand,
And eternity in an hour.
-William Blake-

From: Christopher Balter
Sent: Monday, January 25, 2021 12:55 PM
To: Yvonne Krempasky <scarletoharatwo@gmail.com>
Subject: RE: The Preserves at Stonebriar Phase 2 Project

Good Afternoon,

The developer is following the same plan that was master-planned in 2006 by Lennar Builders. The plan had always shown the development to access from Cogan at the two entry and exit points. As residents, you can ask the developer at both public hearings to provide another means of egress. Per City code, they would not need an additional egress.

Christopher Balter

Christopher Balter
Senior Planner
City of Palm Bay
Land Development Division
P: 321-733-3042
F: 321-953-8920

To see a world in a grain of sand
And a heaven in a wild flower,
Hold infinity in the palm of your hand,
And eternity in an hour.
-William Blake-

Dear Mr. Balter:

I was given your name when I called your office on Friday regarding Public Notice No. FD-4-2021 and I also left you a voicemail message.

My residence is located on 532 Stonebriar Drive in the sub-division of Stonebriar Estates in Bayside Lakes. Our community was informed that residents in the new section of The Preserves at Stonebriar (Phase 1), and now new homes being built (Phase 2), are to use our two entrance & exit gates. This is a tremendous amount of vehicles coming through of our gates. I modestly calculated with 157 homes in Phase 1 and expected 171 homes in Phase 2, with two cars per home, would be 656 vehicles using both entrances/exits on both Stonebriar Drive & Gleneagles Drive. Our community has three car garages for 229 homes, so that is an additional 687 vehicles. This amount of traffic on our two main streets (Stonebriar Drive & Gleneagles) causes additional wear and tear on our streets and two gates, plus increased inconsiderate speeders.

I would like to understand why there isn't a plan to cut in an additional entrance/exit road for The Preserves at Stonebriar? Is it because the company doesn't want to pay for city permits and associated costs to do so? There is definitely an access point that one could be constructed.

We are not one combined community as we have several HOA companies with separate community rules/guidelines. We were also informed we don't have permission to use their community pool or playground.

Please contact me at (585) 727-4906 or via my email. Thank you for reading.

Sincerely,
Yvonne Krempasky

PS: Our Stonebriar Estates HOA Board of Directors President is Dennis Kelleher.

CITY OF PALM BAY, FLORIDA

**PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING 2021-03**

Held on Wednesday, February 3, 2021, in the Tony Rosa Community Center, Rooms A and B, 1502 Port Malabar Road NE, Palm Bay, Florida.

This meeting was properly noticed pursuant to law; the minutes are on file in the Land Development Division, Palm Bay, Florida. The minutes are not a verbatim transcript but a brief summary of the discussions and actions taken at this meeting.

Mr. Philip Weinberg called the meeting to order at approximately 7:00 p.m.

Ms. Khalilah Maragh led the Pledge of Allegiance to the Flag.

ROLL CALL:

CHAIRPERSON:	Philip Weinberg	Present	
VICE CHAIRPERSON:	Leeta Jordan	Absent	(Excused)
MEMBER:	Donald Boerema	Present	
MEMBER:	James Boothroyd	Present	
MEMBER:	Richard Hill	Present	
MEMBER:	Khalilah Maragh	Present	
MEMBER:	Rainer Warner	Present	
NON-VOTING MEMBER:	David Karaffa	Absent	
	(School Board Appointee)		

Ms. Jordan's absence was excused.

CITY STAFF: Present were Mr. Laurence Bradley, Growth Management Director; Mr. Patrick Murphy, Assistant Growth Management Director; Mr. Christopher Balter, Senior Planner; Ms. Chandra Powell, Recording Secretary; Ms. Jennifer Cockcroft, Deputy City Attorney.

ADOPTION OF MINUTES:

1. Special Planning and Zoning Board/Local Planning Agency Meeting 2021-02; January 19, 2021. Motion by Ms. Maragh, seconded by Mr. Hill to approve the minutes as presented. The motion carried with members voting unanimously.

NEW BUSINESS:

1. ****FD-4-2021 - THE PRESERVES AT STONEBRIAR PHASE II - FORESTAR USA REAL ESTATE GROUP, INC. (JAKE WISE, P.E., REP.)**

Mr. Balter presented the staff report for Case FD-4-2021. The applicant had requested Final Development Plan approval of a proposed PUD, Planned Unit Development to allow a 171-lot single-family development called The Preserves at Stonebriar Phase II. Staff recommended Case FD-4-2021 for approval, subject to the staff comments contained in the staff report.

Ms. Maragh asked for clarification on whether exploring connectivity options to Eldron Boulevard SE was a staff recommendation or a requirement. Mr. Balter explained that a connection to Eldron Boulevard was a viable staff recommendation that could be considered during the administrative review construction phase. However, a nonpublic right-of-way could not be forced into a connection.

Mr. Jake Wise, P.E. of Construction Engineering Group, Inc. (representative for the applicant) stated that the subject request was the last residential phase of the Bayside Lakes development. The townhomes that were originally part of the gated subdivision had been eliminated. The development would have two access points, City utilities had been extended by the project, and privately maintained roads would be built to City standards. He stated that a suggestion during the Citizen Participation Plan (CPP) meeting to place a fountain in the storm pond would be looked into; a light would be installed at the mailbox location; and construction debris would be removed from a couple of lots. The development was designed around golf course holes and wetland preservation areas. He explained that the recommendation for an Eldron Boulevard connection was under discussion; however, the Summerfield Homeowners Association owned the existing right-of-way for the connection, so there was no public right-of-way to tie into. The Summerfield Homeowners Association had been opposed to a connection between the two developments in the past.

The floor was opened for public comments.

Ms. Betty Arnold (resident at Remington Green Drive SE) spoke against the request. She commented on how Fairway Crossings at Bayside Lakes was no longer a gated community because of the daily construction traffic through the gates and onto their roads. There was an easement agreement for partial access; however, the homes in the proposed development would bring more traffic through Fairway Crossings to reach Cogan Drive SE. She suggested the removal of Fairway Crossings from the easement agreement and gating Remington Green Drive to close the area. She purchased her property in Fairway Crossings because she wanted to live in a gated community.

Mr. Bill Coomber (resident at Trail Ridge Court SE) spoke against the request. He stated that Fairway Crossings was no longer treated as a gated community, and how residents had been told that Fairway Crossings would not be opened to the subject development. He suggested an additional access as a safety measure against pinning the 171 homes into the back area. He commented on how directional signage to keep outside traffic from entering Remington Green Drive had been ignored and should not be necessary. He believed that more thought should have been given to the layout and access points of the development than to filling the space.

In response to public comments, Mr. Wise stated that Fairway Crossings currently had two gated entrances, and that the subject development had always been a part of the Bayside Lakes Master Plan. He noted that Cogan Drive served as the sole access to other developments in the vicinity, and that larger subdivisions existed in the City on a single access. He described how Fairway Crossings had winding roads throughout for traffic calming.

Mr. Boothroyd inquired about the construction entrances. Mr. Wise indicated how the majority of the construction traffic used a second Cogan Drive entrance located closer to the subject site.

Mr. Hill asked if the infrastructure for the subject phase was in place. Mr. Wise stated that all infrastructure was in place, which included utilities, roads, sidewalks, drainage, stormwater bonds, and fenced wetlands.

Mr. Boerema questioned how Fairway Crossings, a gated community, had become open. He inquired about the private entrance off of Eldron Boulevard. Mr. Wise stated that Fairway Crossings was still gated. A code was needed to enter the community, but the gates might be left open due to repairs, vehicles might tailgate their way in, and codes may have been shared. He confirmed that the entrance off of Eldron Boulevard was privately owned by the Summerfield Homeowners Association and could not be accessed without their agreement. Ms. Maragh remarked that an Eldron Boulevard connection should be explored.

The floor was closed for public comments and there was one item of correspondence against the request in the file.

Motion by Ms. Maragh, seconded by Mr. Hill to submit Case FD-4-2021 to City Council for Final Development Plan approval of a proposed PUD, Planned Unit Development to allow a 171-lot single-family development called The Preserves at Stonebriar Phase II, subject to the staff comments contained in the staff report. The motion carried with members voting as follows:

Mr. Weinberg	Aye
Mr. Boerema	Nay
Mr. Boothroyd	Aye
Mr. Hill	Aye
Ms. Maragh	Aye
Mr. Warner	Aye

2. ****CU-5-2021 - FAR RESEARCH, INC. (AVID GROUP, LLC AND AKERMAN, LLP, REPS.)**

Case CU-5-2021 was discussed following Announcements.

3. **T-6-2021 – CITY OF PALM BAY (GROWTH MANAGEMENT DEPARTMENT – REQUESTED BY COUNCILMAN JEFF BAILEY)**

Mr. Bradley presented the staff report for Case T-6-2021. The City of Palm Bay had requested a textual amendment to the Code of Ordinances, Title V, Legislative, Chapter 51: Public Hearings, Sections 51.04 and 51.05, to modify provisions for

ORDINANCE 2021-11

A ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, APPROVING A FINAL DEVELOPMENT PLAN TO BE KNOWN AS ‘THE PRESERVES AT STONEBRIAR PHASE II’ IN PUD (PLANNED UNIT DEVELOPMENT) ZONING; WHICH PROPERTY IS LOCATED NORTH OF THE MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL 41-R, IN THE VICINITY BETWEEN COGAN AND WINDBROOK DRIVES, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 4, 2006, the City of Palm Bay granted a preliminary Planned Unit Development (PUD) to be known as ‘Stonebriar at Bayside Lakes Phase II’ to Town Center Partners Ltd., and

WHEREAS, application for Final Development Plan approval in PUD (Planned Unit Development) zoning to permit a ~~154~~**>>171<<**-unit residential subdivision to be known as ‘The Preserves at Stonebriar Phase II’ on property legally described herein, has been made by Forestar USA Real Estate Group, Inc., and

WHEREAS, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on February 3, 2021, which voted to recommend to the City Council approval of the application, and

WHEREAS, all provisions applicable to the Planned Unit Development (PUD) under Chapter 185, Zoning, of the Palm Bay Code of Ordinances, have been satisfied by the applicant, and

WHEREAS, the City Council of the City of Palm Bay, after due deliberation and consideration, reviewed and considered the reports, documents, testimony, and other materials presented, and has determined that such development plan will neither be injurious to the neighborhood nor otherwise detrimental to the public welfare.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. The City Council of the City of Palm Bay hereby grants final development plan approval for 'The Preserves at Stonebriar Phase II' on property zoned PUD (Planned Unit Development), which property is legally described as follows:

Tracts "L", "M", "N", "P", "S", and "T", The Preserves at Stonebriar Phase I, according to the plat thereof as recorded in Plat Book 66, Page 26, of the Public Records of Brevard County, Florida; Sections 20 and 29, Township 29S, Range 37E; containing 28.878 acres, more or less.

SECTION 2. The final development plan is granted subject to staff comments contained in the Staff Report and the following conditions, which shall be addressed upon submission of the administrative construction plan approval:

- A. The property shall be developed in substantial conformance with the Final Development Plan which is, by reference, incorporated herein as Exhibit '**B>>A<<**', except as may be modified by the conditions of approval;
- B. The Land Development Division Staff Report which is, by reference, incorporated herein as Exhibit '**C>>B<<**';
- C. Fully engineered construction drawings;
- D. A Subdivision Plat meeting all governing requirements;
- E. Opinion of Title;
- F. The Plat shall show the existing rights-of-way as Tracts to denote that they are currently private rights-of-way;
- G. An emergency drainage easement shall be recorded on the Plat affording the City the right but not the obligation to maintain the stormwater management system in emergencies;**>> and<<**

~~H. Staff recommends that the applicant explore all possible options of connectivity to Eldron Boulevard, which terminates in close proximity to the subject project. This would allow for more efficient traffic circulation, convenient access for the residents of The Preserves, and quicker emergency response; and~~

~~>>H<<~~. All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations, and statutes.

SECTION 3. This ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting 2021- , held on , 2021; and
read in title only and duly enacted at Meeting 2021- , held on , 2021.

Robert Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Forestar USA Real Estate Group, Inc.
Case: FD-4-2021

cc: (date) Brevard County Recording
Applicant
Case File

~~Strikethrough~~ words shall be deleted; highlighted words that will be included will be placed in between two arrow symbols (>> <<).



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Laurence Bradley, AICP, Growth Management Director

DATE: 3/4/2021

RE: Ordinance 2021-12, amending the Code of Ordinances, Chapter 51, Public Hearings, by modifying provisions for withdrawal and denial of public hearing requests (Case T-6-2021, City of Palm Bay), first reading. (Councilman Bailey)

The City of Palm Bay (Growth Management Department – Requested by Councilman Jeff Bailey) has submitted for a change to Section 51.04 “Withdrawals” to replace previously deleted language to require a 6-month waiting period for a new application when an application has been withdrawn, and to change Section 51.05 “Denial of Request by Council or Board” to include language that the 12-month waiting period after the denial of a request shall not apply if the original request was initiated by the City. It should be noted that additional changes proposed as part of this amendment are proposed in the Zoning Regulations.

The amendment readdresses certain sections of the Code of Ordinances that were modified in 2016 and 2017 regarding Public Hearings and changes to Future Land Uses and Zoning Districts. At the commencement of a City Council public hearing, a 6-month waiting period for withdrawn applications will allow for more flexibility than the original regulation. City-initiated applications that are denied by City Council will be exempt from the existing 12-month waiting period to reapply.

The proposal further helps to protect the public interest by creating a waiting period between repeat or redundant applications.

REQUESTING DEPARTMENT:
Growth Management

RECOMMENDATION:
Motion to approve Case T-6-2021.

Planning and Zoning Board Recommendation:
Denial of the request by a vote of 5 to 1.

ATTACHMENTS:

Description

Case T-6-2021

Correspondence

Board Minutes

Ordinance 2021-12



STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: 321-733-3042

landdevelopmentweb@palmabayflorida.org

Prepared by

Laurence Bradley, AICP, Growth Management Director

CASE NUMBER

T-6-2021

PLANNING & ZONING BOARD HEARING DATE

February 3, 2021

PROPERTY OWNER & APPLICANT

City of Palm Bay, Growth Management
Department

PROPERTY LOCATION/ADDRESS

Not applicable

SUMMARY OF REQUEST

Change to Section 51.04 "Withdrawals" to replace previously deleted language to require a 6-month waiting period for a new application when an application has been withdrawn. Change to Section 51.05 "Denial of Request by Council or Board" to include language that a 12-month waiting period after the denial of a request shall not apply if the original request was initiated by the City, Addition of Section 185.203 "Protest by Property Owners" to insert language previously deleted to allow "affected" property owners to petition and request a 4/5 vote by the City Council to approve a Future Land Use change or Zoning District Change, Section 185.203 "Modification of District Boundary Changes" to add the word "zoning" and to delete Section 185.204 "Reconsideration of District Boundary Changes." This request was initiated by Councilman Bailey, with input from Growth Management staff.

**COMPREHENSIVE PLAN
COMPATIBILITY**

Not specifically addressed.

BACKGROUND:

Textual amendments to the Code of Ordinances, Title V, Legislative, Chapter 51 Public Hearings Section 51.04 “Withdrawals” to replace previously deleted language to require a 6-month waiting period for a new application when an application has been withdrawn. Change to Section 51.05 “Denial of Request by Council or Board” to include language that a 12-month waiting period after the denial of a request shall not apply if the original request was initiated by the City.

Also, textual amendments to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, addition of Section 185.203 “Protest by Property Owners” to insert language previously deleted to allow “affected” property owners to petition and request a 4/5 vote by the City Council to approve a Future Land Use change or Zoning District Change, to modify Section 185.203 “Modification of District Boundary Changes” to add the word “zoning” and to delete Section 185.204 “Reconsideration of District Boundary Changes.”

The Growth Management Department, acting upon a request from a member of the City Council, (Councilman Bailey), has submitted this proposed text amendment.

The rationale provided for this amendment is replace certain sections of the Code of Ordinances that address Public Hearings and Future Land Use and Zoning District changes in 2016 and 2017, which modified the Code of Ordinances. Additional changes have been added to clarify language and remove redundant requirements.

Proposed language for this amendment is attached in legislative style with additions between >>arrow<< symbols and deletions in ~~strikethrough~~ format.

ANALYSIS:

In 2016, Section 51.04 “Withdrawals” was modified to delete language which required a 6-month waiting period for a new application when an application has been withdrawn. The deletion of this language allows an applicant to take an item all the way to a public hearing before City Council and then withdraw the item after the hearing has commenced, but before Council action is taken. The proposed change would reconstitute a 6-month waiting period for withdrawn applications. New language is being added to trigger the waiting period only after the commencement of a public hearing before City Council. The new language allows applicants more flexibility than the old regulation, as the waiting period is only triggered once Council opens the hearing.

The proposed change to Section 51.05 “Denial of Request by Council or Board” includes new wording which would not require an applicant to wait 12 months for the denial of an application if the original request was initiated by the City and not the property owner.

In 2016, Section 51.04 “Withdrawals” was modified to delete language which required a 6-month waiting period for a new application when an application has been withdrawn. The deletion of this language allows an applicant to take an item all the way to a public hearing before City Council and then withdraw the item after the hearing has commenced, but before Council action is taken. The proposed change would reconstitute a 6-month waiting period for withdrawn applications. New language is being added to trigger the waiting period only after the commencement of a public hearing before City Council. The new language allows applicants more flexibility than the old regulation, as the waiting period is only triggered once Council opens the hearing.

The proposed change to Section 51.05 “Denial of Request by Council or Board” includes new wording which would not require an applicant to wait 12 months for the denial of an application if the original request was initiated by the City and not the property owner.

Section 185.203 “Protest by Property Owners” proposes to re-insert language previously deleted which allows property owners to petition and request a 4/5 vote by the City Council to approve a Future Land Use change or Zoning District change. This section was modified in 2016 by raising the threshold for a petition from 20% to 60%. One month after the change to 60% was approved, the same applicant proposed, and the Council approved, to strike the entire section from the Land Development Code.

Protest petitions can be found in several other zoning ordinances including Melbourne and West Melbourne. Both jurisdictions only require 20% of the owners within 500’ of the subject property sign the petition.

This latest proposal would require 67% (greater than 2/3) of property owners to sign the petition triggering a 4/5 vote by the City Council.

The new wording now clearly specifies the petition can address a Future Land Use change or a Zoning District boundary change.

Additional language is now proposed that the petition must be filed no later than 10 days prior to the first regular City Council meeting where the item will be heard; that ownership shall be determined based upon the ad valorem tax rolls; that a majority of owners for each property must sign the petition; and that the petition will only be valid for 12 months from the original date that it is presented to City Council.

Section 185.203 “Modification of District Boundary Changes” is being changed simply to add the word “zoning” which should help clarify this section.

The final change is to delete Section 185.204 “Reconsideration of District Boundary Changes.” This section is not needed as it is redundant. Section 51.05 (B) currently requires a 12-month waiting period for an application that has been denied.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed changes as they will help to further protect the public interest by allowing a majority of property owners to raise the standards for a Council approval, and to also allow more time for applications to be heard, by creating a waiting period between repeat or redundant applications. These requirements would put Palm Bay's regulations in line with those of other, nearby communities.

TITLE V: LEGISLATIVE

CHAPTER 51: PUBLIC HEARINGS

§ 51.04 WITHDRAWALS.

In the event an applicant withdraws a matter >>after the commencement of a public hearing before the City Council<< ~~that has been advertised for a public hearing~~, any re-application for such matter or a matter with similar issues shall >>not be filed again with the City Council or a board for a period of six (6) months from the date of the public hearing from which it was withdrawn. All withdrawn matters shall<< be required to meet all public notification requirements, including but not limited to: re-advertisement, courtesy notices, and posting of the property.

§ 51.05 DENIAL OF REQUEST BY COUNCIL OR BOARD.

(A) Should either the City Council or any board vote to deny the request made by an applicant and presented at a public hearing, the same or similar issue presented at such public hearing cannot be refiled with the City Council or any board for the minimum period of twelve (12) months after the date of such denial. >>Such restriction shall not apply to the owner of real property if the original request was initiated by the City Council, Planning and Zoning Board, or any department or agency of the City.<<

(B) However, the City Council or any board may reconsider the same or similar issue within the twelve (12) month period if a mistake, inadvertence, surprise or excusable neglect has occurred as a result of the actions of the applicant or the city, provided that the event directly or indirectly formed a basis for the City Council's or any board's decision to deny the request at the public hearing.

TITLE XVII: LAND DEVELOPMENT CODE

CHAPTER 185: ZONING CODE

>>§ 185.203 PROTEST BY PROPERTY OWNERS

In the case of a protest petition against a change in a Future Land Use designation or zoning district classification of a particular property signed by the owners of sixty-seven percent (67%) or more of either the lots included in the proposed change or of those lots immediately adjacent thereto, defined as five hundred (500) feet as the crow flies, said petition shall be required to be filed no later than ten (10) days prior to the first regular City Council meeting at which such ordinance codifying the Future Land Use designation or zoning district change is first heard, such amendment shall not become effective except by a favorable vote of four (4) members of the City Council.

If a parcel of land is owned by two or more persons or legal entities, a majority of said owners must endorse the protest petition. In determining whether or not a protestor executing a petition is a fee simple owner of real property able to protest as provided herein, the City shall use the most current ad valorem tax rolls maintained by Brevard County or more current evidence of ownership may be provided in the form of a fully executed and recorded deed submitted to the City by the protestor.

Any such signed and submitted protest petition shall remain in full force and effect for such requested Future Land Use designation or zoning district change whether or not the petition for such requested change is withdrawn or postponed to future date whether certain or unspecified for a period not to exceed twelve (12) months from the original date from when such petition is presented to the City Council.<<

§ 185.203>>4<< MODIFICATION OF >>ZONING<< DISTRICT BOUNDARY CHANGES.

If a request for a >>zoning<< district boundary change is for a >>zoning<< district more liberal than the existing >>zoning<< district, and the Planning and Zoning Board or the City Council determines that the request should be denied, the Planning and Zoning Board may recommend, and/or the City Council may change the >>zoning<< district classification for the property to any >>zoning<< district classification that is less restrictive than the requested zoning classification consistent with the Future Land Use Map.

~~**§ 185.204 RECONSIDERATION OF DISTRICT BOUNDARY CHANGES.**~~

~~When a proposed change in district boundaries has been acted upon by the City Council and disapproved or failed to pass, such proposed change, in the same or substantially similar form, shall not be reconsidered by the City Council, for a period of six (6) months. Such restriction shall not apply to the owner if the original request was initiated by the City Council, Planning and Zoning Board, or any department or agency of the city.~~



LAND DEVELOPMENT DIVISION
120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
Landdevelopmentweb@palmbayflorida.org

CODE TEXTUAL AMENDMENT APPLICATION

This application must be deemed complete and legible, and must be returned by the first day of the month during division office hours, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida, to be processed for consideration the following month at the earliest by the Planning and Zoning Board. The application will then be referred by the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, unless otherwise stated.

ORDINANCE SECTION(S) PROPOSED TO BE CHANGED:

Section 51.04 Withdrawals
Section 51.05 Denial of Request by Council or Board
Section 185.203 (New) Protest by Property Owners
Section 185.203 (Revised) Modification of District Boundary
Section 185.204 Reconsideration of District Boundary Changes

PROPOSED LANGUAGE (attach addendum if necessary):

See Attached

JUSTIFICATION FOR PROPOSED CHANGE (attach other documents if necessary)

Request by a member of City Council (Councilman Bailey) to reinstate Protest Petitions by Property Owners (previously removed) to require a Super Majority if a significant number of property owners object to a Future Land Use or zoning change.

CITY OF PALM BAY, FLORIDA
CODE TEXTUAL AMENDMENT APPLICATION
PAGE 2 OF 2

THE APPLICATION FEE MUST BE SUBMITTED WITH APPLICATION TO PROCESS THIS REQUEST:

*\$1,500.00 Application Fee. Make Check payable to "City of Palm Bay."

I, the undersigned understand that this application must be complete and accurate before consideration by the Planning and Zoning Board/Local Planning Agency and certify that all the answers the questions in said application, and all data and matter attached to and made a part of said application are honest and true to the best of my knowledge and belief.

Under penalties of perjury, I declare that I have read the foregoing code textual amendment application and that the facts stated in it are true.

Signature of Applicant Laurence Bradley Digitally signed by Laurence Bradley
Date: 2021.01.13 09:33:27 -05'00' Date 1/13/2021

Printed Name of Applicant Laurence Bradley, AICP, Growth Management Director

Full Address 120 Malabar Road SE, Palm Bay, FL 32905

Telephone (321) 733-3041 Email laurence.bradley@palmbayflorida.org

PERSON TO BE NOTIFIED (If different from above):

Printed Name _____

Full Address _____

Telephone _____ Email _____

***NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY**

CASE T-6-2021

CORRESPONDENCE

Chandra Powell

From: Darlene Bennett <d.bennett64@yahoo.com>
Sent: Sunday, January 31, 2021 7:32 PM
To: Chandra Powell
Subject: Ordinance 185.203

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Palm Bay Planning & Zoning,
I'm writing to you in Support of Reinstating Ordinance 185.203 @ 67%.
This Ordinance will bring our city in line with Melbourne & other Florida cities that have this protection for their residents.
Sincerely
Darlene Bennett
1785 Plantation Cir SE
Palm Bay Fl 32909
540 318 9423

Sent from Yahoo Mail on Android

Chandra Powell

From: c.bennett62@yahoo.com
Sent: Sunday, January 31, 2021 7:40 PM
To: Chandra Powell
Subject: Ordinance 185.203

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Palm Bay Planning & Zoning Board,
I'm writing to you in SUPPORT of Reinstating Ordinance 185.203 @67%.
This Ordinance will bring our city in line with Melbourne and other Florida cities that have this protection for their residents.
Arthur Bennett
1785 Plantation Cir SE
Palm Bay Fl 32909
540 408 7631

Sent from Yahoo Mail on Android

Chandra Powell

From: Jane Clary <claryt@fit.edu>
Sent: Monday, February 1, 2021 12:19 PM
To: Chandra Powell
Subject: Reinstating Residents Rights 185.203

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Palm Bay Planning and Zoning board

This email is being written in support of reinstating ordinance 185.203 at 67%. This ordinance will bring our City in line with Melbourne and other Florida Cities that have this protection for their residents.

When there is a great number of residents who would be affected by a requested change in the Comprehensive Plan & Zoning, the City Council should have to take special notice of their issues and the vote should be a super majority instead of a simple majority.

This will not tie up the City Council in anyway, if the change make good sense, there should be no problem getting the votes needed.

Thanks,

T. Jane Clary
1835 Plantation Cir. SE
Palm Bay, FL 32909
321-537-4917

55 Year Palm Bay Resident
3rd Generation Palm Bay Resident

Chandra Powell

From: Trevor <tfilis@cfl.rr.com>
Sent: Monday, February 1, 2021 5:19 PM
To: Chandra Powell
Subject: Reinstatement of Residents Rights 185.203

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chandra Powell,

I support the reinstatement of residents right to petition as outlined in 185.203 at 67%. We citizens of Palm Bay have a right to that petition. Please add my support to the Planning and Zoning agenda.

Thank you,

Trevor Filis
1779 Plantation Cir SE
32909
321-724-8081

Get [BlueMail for Android](#)

Chandra Powell

From: Linda Filis <lfilis@yahoo.com>
Sent: Tuesday, February 2, 2021 1:49 PM
To: Chandra Powell
Subject: Reinstatement of Residents Rights 185.203

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chandra Powell,

I support the reinstatement of residents right to petition as outlined in 185.203 at 67%. We citizens of Palm Bay have a right to that petition. Please add my support to the Planning and Zoning agenda.

Thank you,

Linda Filis
1779 Plantation Cir SE
Palm Bay, FL 32909
321-724-8081
LFilis@yahoo.com

Chandra Powell

From: gfilis@cfl.rr.com
Sent: Tuesday, February 2, 2021 2:02 PM
To: Chandra Powell
Subject: Reinstatement of Residents' Rights

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Powell,

I support the reinstatement of Palm Bay citizens right to petition their government as outlined in the past city ordinances paragraph 185.203 at 67% before the city council overstepped its bounds and removed it. We citizens of Palm Bay have a right to that petition. Please convey my support to the Planning and Zoning board and the city council, and thank Councilman Bailey for re-introducing the ordinance.

Thank you,

Greg Filis
1779 Plantation Cir SE
32909
321-724-8081

gfilis@cfl.rr.com



Virus-free. www.avast.com

Chandra Powell

From: Stuart Filis <sfilis@cfl.rr.com>
Sent: Tuesday, February 2, 2021 2:25 PM
To: Chandra Powell
Subject: Support for T-6-2021: Reinstatement of Residents Rights

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Chandra Powell,

I strongly support Planning and Zoning agenda item T-6-2021, the reinstatement into the Palm Bay Code of Ordinances section 185.203, "Protest by Property Owners". We, the citizens of Palm Bay absolutely deserve the right to that petition to be restored. Please add my support to the Planning and Zoning agenda.

Thank you,

Stuart Filis
1779 Plantation Cir SE
32909
321-724-8081

CITY OF PALM BAY, FLORIDA

**PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING 2021-03**

Held on Wednesday, February 3, 2021, in the Tony Rosa Community Center, Rooms A and B, 1502 Port Malabar Road NE, Palm Bay, Florida.

This meeting was properly noticed pursuant to law; the minutes are on file in the Land Development Division, Palm Bay, Florida. The minutes are not a verbatim transcript but a brief summary of the discussions and actions taken at this meeting.

Mr. Philip Weinberg called the meeting to order at approximately 7:00 p.m.

Ms. Khalilah Maragh led the Pledge of Allegiance to the Flag.

ROLL CALL:

CHAIRPERSON:	Philip Weinberg	Present	
VICE CHAIRPERSON:	Leeta Jordan	Absent	(Excused)
MEMBER:	Donald Boerema	Present	
MEMBER:	James Boothroyd	Present	
MEMBER:	Richard Hill	Present	
MEMBER:	Khalilah Maragh	Present	
MEMBER:	Rainer Warner	Present	
NON-VOTING MEMBER:	David Karaffa	Absent	
	(School Board Appointee)		

Ms. Jordan's absence was excused.

CITY STAFF: Present were Mr. Laurence Bradley, Growth Management Director; Mr. Patrick Murphy, Assistant Growth Management Director; Mr. Christopher Balter, Senior Planner; Ms. Chandra Powell, Recording Secretary; Ms. Jennifer Cockcroft, Deputy City Attorney.

ADOPTION OF MINUTES:

1. Special Planning and Zoning Board/Local Planning Agency Meeting 2021-02; January 19, 2021. Motion by Ms. Maragh, seconded by Mr. Hill to approve the minutes as presented. The motion carried with members voting unanimously.

Mr. Boerema questioned how Fairway Crossings, a gated community, had become open. He inquired about the private entrance off of Eldron Boulevard. Mr. Wise stated that Fairway Crossings was still gated. A code was needed to enter the community, but the gates might be left open due to repairs, vehicles might tailgate their way in, and codes may have been shared. He confirmed that the entrance off of Eldron Boulevard was privately owned by the Summerfield Homeowners Association and could not be accessed without their agreement. Ms. Maragh remarked that an Eldron Boulevard connection should be explored.

The floor was closed for public comments and there was one item of correspondence against the request in the file.

Motion by Ms. Maragh, seconded by Mr. Hill to submit Case FD-4-2021 to City Council for Final Development Plan approval of a proposed PUD, Planned Unit Development to allow a 171-lot single-family development called The Preserves at Stonebriar Phase II, subject to the staff comments contained in the staff report. The motion carried with members voting as follows:

Mr. Weinberg	Aye
Mr. Boerema	Nay
Mr. Boothroyd	Aye
Mr. Hill	Aye
Ms. Maragh	Aye
Mr. Warner	Aye

2. ****CU-5-2021 - FAR RESEARCH, INC. (AVID GROUP, LLC AND AKERMAN, LLP, REPS.)**

Case CU-5-2021 was discussed following Announcements.

3. **T-6-2021 – CITY OF PALM BAY (GROWTH MANAGEMENT DEPARTMENT – REQUESTED BY COUNCILMAN JEFF BAILEY)**

Mr. Bradley presented the staff report for Case T-6-2021. The City of Palm Bay had requested a textual amendment to the Code of Ordinances, Title V, Legislative, Chapter 51: Public Hearings, Sections 51.04 and 51.05, to modify provisions for

withdrawal and denial of public hearing requests; and to amend Title XVII, Land Development Code, Chapter 185: Zoning Code, Sections 185.203 and 185.204, to modify provisions for protest petitions by property owners. Staff recommended Case T-6-2021 for approval.

Ms. Maragh wanted to know how the amendment would affect residents petitioning against requests. Mr. Bradley explained that protest petitions would have to be signed by 67 percent or two-thirds of property owners within a 500-foot radius of a subject site submitted for a land use and/or zoning change.

The floor was opened for public comments.

Mr. Ken Smith (resident at Plantation Circle SE) spoke in favor of the request. He commented that many Palm Bay residents researched their neighborhoods prior to purchasing their properties. However, land use and zoning requests would later occur, so re-establishing petitions would give residential neighborhoods a voice and put Palm Bay back in line with surrounding municipalities.

The floor was closed for public comments, and there were seven items of correspondence in the file in favor of the request.

Mr. Warner asked how the board's authority would be affected by the amendment. Mr. Bradley explained that protest petitions would only affect City Council. The board would be affected by applicant withdrawn cases and cases denied by City Council. Mr. Weinberg noted that the board would also be allowed to recommend zoning classifications other than requested by the applicant. Mr. Bradley stated that the board currently had the ability to modify zoning requests, but the amendment clarified the language.

Motion by Ms. Maragh, seconded by Mr. Hill to submit Case T-6-2021 to City Council for approval of a textual amendment to the Code of Ordinances, Title V, Legislative, Chapter 51: Public Hearings, Sections 51.04 and 51.05, to modify pro a textual amendment to the Code of Ordinances, Title V, Legislative, Chapter 51: Public Hearings, Sections 51.04 and 51.05, to modify provisions for withdrawal and denial of public hearing requests; and to amend Title XVII, Land Development Code,

Chapter 185: Zoning Code, Sections 185.203 and 185.204, to modify provisions for protest petitions by property owners.

Mr. Weinberg commented that Section 51.05 to prohibit same or similar requests previously denied from being resubmitted for 12 months was too vague in defining what was considered similar. He stated in regard to Section 185.203, that property owners already had a voice before the board and City Council, and that requiring a super majority vote by City Council was unnecessary. The only City Council action to require a super majority vote was per City Charter to exceed the ad valorem cap.

Mr. Boothroyd asked for clarification on what would permit the resubmittal of a denied project prior to 12 months. Mr. Bradley stated that the project could not be the same or similar. Ms. Maragh asked if the wording could be adjusted for further clarification. Mr. Bradley explained that staff currently made the determinations on whether denied requests could be resubmitted. The language currently existed in the code and was not part of the proposed amendment.

Ms. Maragh wanted to know the relevance of the super majority vote requirement versus a majority vote. Mr. Bradley stated that the super majority vote was a higher threshold based on the protest petition. The Cities of Melbourne, West Melbourne, and Brevard County had comparable language, and the Florida Supreme Court had determined super majority votes based on protest petitions were legally permissible within codes of ordinances. Mr. Weinberg believed a super majority vote would handcuff the majority of City Council.

A vote was called on the motion by Ms. Maragh, seconded by Mr. Hill to submit Case T-6-2021 to City Council for approval of a textual amendment to the Code of Ordinances, Title V, Legislative, Chapter 51: Public Hearings, Sections 51.04 and 51.05, to modify pro a textual amendment to the Code of Ordinances, Title V, Legislative, Chapter 51: Public Hearings, Sections 51.04 and 51.05, to modify provisions for withdrawal and denial of public hearing requests; and to amend Title XVII, Land Development Code, Chapter 185: Zoning Code, Sections 185.203 and 185.204, to modify provisions for protest petitions by property owners. The motion failed with members voting as follows:

Mr. Weinberg	Nay
Mr. Boerema	Nay
Mr. Boothroyd	Aye
Mr. Hill	Nay
Ms. Maragh	Nay
Mr. Warner	Nay

Mr. Boothroyd commented that if 67 percent of property owners petitioned against a request, City Council should support the protest.

OTHER BUSINESS:

There was no other business discussed.

ADJOURNMENT:

The meeting was adjourned at approximately 8:03 p.m.

Philip Weinberg, CHAIRPERSON

Attest:

Chandra Powell, SECRETARY

**Quasi-Judicial Proceeding

ORDINANCE 2021-12

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE V, LEGISLATIVE, CHAPTER 51, PUBLIC HEARINGS, BY MODIFYING PROVISIONS FOR WITHDRAWALS AND DENIALS OF PUBLIC HEARING REQUESTS; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. The City of Palm Bay Code of Ordinances, Title V, Legislative, Chapter 51, Public Hearings, Section 51.04, Withdrawals, and Section 51.05, Denial of Request by Council or Board, is hereby amended and shall henceforth read as follows:

“Section 51.04 WITHDRAWALS.

In the event an applicant withdraws a matter ~~that has been advertised for a public hearing~~ >>after the commencement of a public hearing before the City Council<<, any re-application for such matter or a matter with similar issues shall >>not be filed again with the City Council or a board for a period of six (6) months from the date of the public hearing from which it was withdrawn. All withdrawn matters shall<< be required to meet all public notification requirements, including but not limited to: re-advertisement, courtesy notices, and posting of the property.

Section 51.05 DENIAL OF REQUEST BY COUNCIL OR BOARD.

(A) Should either the City Council or any board vote to deny the request made by an applicant and presented at a public hearing, the same or similar issue presented at such public hearing cannot be refiled with the City Council or any board for the minimum period of twelve (12) months after the date of such denial. >>Such restriction shall not apply to the owner of real property if the original request was initiated by the City Council, Planning and Zoning Board, or any department or agency of the City.<<

(B) However, the City Council or any board may reconsider the same or similar issue within the twelve (12) month period if a mistake, inadvertence, surprise or excusable neglect has occurred as a result of the actions of the applicant or the city, provided that the event directly or indirectly formed a basis for the City Council's or any board's decision to deny the request at the public hearing."

SECTION 2. It is the intention of the City Council of the City of Palm Bay that the provisions of this Ordinance shall be made a part of the City of Palm Bay Code of ordinances and the sections may be renumbered to accomplish such intention.

SECTION 3. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Palm Bay that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

SECTION 4. The provisions within this ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting 2020-_____, held on _____, 2021; and
read in title only and duly enacted at Meeting 2021-_____, held on _____, 2021.

Robert Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

City of Palm Bay, Florida
Ordinance 2021-12

Applicant: City of Palm Bay
Case: T-6-2021

Strikethrough words shall be deleted; highlighted words that will be included will be placed in between two arrow symbols (>> <<). Deletions and additions constitute the proposed amendment. Words remaining are now in effect and remain unchanged.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Laurence Bradley, AICP, Growth Management Director

DATE: 3/4/2021

RE: Ordinance 2021-13, amending the Code of Ordinances, Chapter 185, Zoning Code, by including provisions for protests by property owners (Case T-6-2021, City of Palm Bay), first reading. (Councilman Bailey)

The City of Palm Bay (Growth Management Department – Requested by Councilman Jeff Bailey) has submitted for a change to Section 185.203 “Protest by Property Owners” to insert language previously deleted to allow “affected” property owners to petition and request a 4/5 vote by the City Council for approval of a Future Land Use change or Zoning District change; Section 185.203 “Modification of District Boundary Changes” to be renamed “Modification of Zoning District Boundary Changes”; and to delete Section 185.204 “Reconsideration of District Boundary Changes.” Additional parts of this application will be heard separate as changes to Section 51 - Public Hearings.

The amendment readdresses certain sections of the Code of Ordinances that were modified in 2016 and 2017 regarding Public Hearings and changes to Future Land Uses and Zoning Districts. The amendment reinstates protest petitions by property owners that will trigger a required 4/5 vote by City Council to approve the Future Land Use and Zoning requests under consideration. The protest petitions must be signed by 67 percent of the property owners in the affected areas.

The amendment also clarifies that applications to change zoning classifications within “zoning” district boundaries can be modified by City Council and the Planning and Zoning Board. Reconsideration of proposed changes in district boundaries will now be addressed under Section 51.05 “Denial of Request by Council or Board.”

This proposal eliminates redundant language and helps to further protect the public interest by allowing a majority of property owners to raise the standards for a Council approval. The requirements will bring Palm Bay in line with other nearby communities.

REQUESTING DEPARTMENT:
Growth Management

RECOMMENDATION:
Motion to approve Case T-6-2021.

Planning and Zoning Board Recommendation:

Denial of the request by a vote of 5 to 1.

ATTACHMENTS:

Description

Case T-6-2021

Correspondence

Board Minutes

History of Removal of Section 185.203_Protest by Property Owners_2016 P&Z Minutes

History of Removal of Section 185.203_Protest by Property Owners_2016 RCM Minutes

Ordinance 2021-13



STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: 321-733-3042

landdevelopmentweb@palmbayflorida.org

Prepared by

Laurence Bradley, AICP, Growth Management Director

CASE NUMBER

T-6-2021

PLANNING & ZONING BOARD HEARING DATE

February 3, 2021

PROPERTY OWNER & APPLICANT

City of Palm Bay, Growth Management
Department

PROPERTY LOCATION/ADDRESS

Not applicable

SUMMARY OF REQUEST

Change to Section 51.04 "Withdrawals" to replace previously deleted language to require a 6-month waiting period for a new application when an application has been withdrawn. Change to Section 51.05 "Denial of Request by Council or Board" to include language that a 12-month waiting period after the denial of a request shall not apply if the original request was initiated by the City, Addition of Section 185.203 "Protest by Property Owners" to insert language previously deleted to allow "affected" property owners to petition and request a 4/5 vote by the City Council to approve a Future Land Use change or Zoning District Change, Section 185.203 "Modification of District Boundary Changes" to add the word "zoning" and to delete Section 185.204 "Reconsideration of District Boundary Changes." This request was initiated by Councilman Bailey, with input from Growth Management staff.

**COMPREHENSIVE PLAN
COMPATIBILITY**

Not specifically addressed.

BACKGROUND:

Textual amendments to the Code of Ordinances, Title V, Legislative, Chapter 51 Public Hearings Section 51.04 "Withdrawals" to replace previously deleted language to require a 6-month waiting period for a new application when an application has been withdrawn. Change to Section 51.05 "Denial of Request by Council or Board" to include language that a 12-month waiting period after the denial of a request shall not apply if the original request was initiated by the City.

Also, textual amendments to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, addition of Section 185.203 "Protest by Property Owners" to insert language previously deleted to allow "affected" property owners to petition and request a 4/5 vote by the City Council to approve a Future Land Use change or Zoning District Change, to modify Section 185.203 "Modification of District Boundary Changes" to add the word "zoning" and to delete Section 185.204 "Reconsideration of District Boundary Changes."

The Growth Management Department, acting upon a request from a member of the City Council, (Councilman Bailey), has submitted this proposed text amendment.

The rationale provided for this amendment is replace certain sections of the Code of Ordinances that address Public Hearings and Future Land Use and Zoning District changes in 2016 and 2017, which modified the Code of Ordinances. Additional changes have been added to clarify language and remove redundant requirements.

Proposed language for this amendment is attached in legislative style with additions between >>arrow<< symbols and deletions in ~~strikethrough~~ format.

ANALYSIS:

In 2016, Section 51.04 "Withdrawals" was modified to delete language which required a 6-month waiting period for a new application when an application has been withdrawn. The deletion of this language allows an applicant to take an item all the way to a public hearing before City Council and then withdraw the item after the hearing has commenced, but before Council action is taken. The proposed change would reconstitute a 6-month waiting period for withdrawn applications. New language is being added to trigger the waiting period only after the commencement of a public hearing before City Council. The new language allows applicants more flexibility than the old regulation, as the waiting period is only triggered once Council opens the hearing.

The proposed change to Section 51.05 "Denial of Request by Council or Board" includes new wording which would not require an applicant to wait 12 months for the denial of an application if the original request was initiated by the City and not the property owner.

In 2016, Section 51.04 “Withdrawals” was modified to delete language which required a 6-month waiting period for a new application when an application has been withdrawn. The deletion of this language allows an applicant to take an item all the way to a public hearing before City Council and then withdraw the item after the hearing has commenced, but before Council action is taken. The proposed change would reconstitute a 6-month waiting period for withdrawn applications. New language is being added to trigger the waiting period only after the commencement of a public hearing before City Council. The new language allows applicants more flexibility than the old regulation, as the waiting period is only triggered once Council opens the hearing.

The proposed change to Section 51.05 “Denial of Request by Council or Board” includes new wording which would not require an applicant to wait 12 months for the denial of an application if the original request was initiated by the City and not the property owner.

Section 185.203 “Protest by Property Owners” proposes to re-insert language previously deleted which allows property owners to petition and request a 4/5 vote by the City Council to approve a Future Land Use change or Zoning District change. This section was modified in 2016 by raising the threshold for a petition from 20% to 60%. One month after the change to 60% was approved, the same applicant proposed, and the Council approved, to strike the entire section from the Land Development Code.

Protest petitions can be found in several other zoning ordinances including Melbourne and West Melbourne. Both jurisdictions only require 20% of the owners within 500’ of the subject property sign the petition.

This latest proposal would require 67% (greater than 2/3) of property owners to sign the petition triggering a 4/5 vote by the City Council.

The new wording now clearly specifies the petition can address a Future Land Use change or a Zoning District boundary change.

Additional language is now proposed that the petition must be filed no later than 10 days prior to the first regular City Council meeting where the item will be heard; that ownership shall be determined based upon the ad valorem tax rolls; that a majority of owners for each property must sign the petition; and that the petition will only be valid for 12 months from the original date that it is presented to City Council.

Section 185.203 “Modification of District Boundary Changes” is being changed simply to add the word “zoning” which should help clarify this section.

The final change is to delete Section 185.204 “Reconsideration of District Boundary Changes.” This section is not needed as it is redundant. Section 51.05 (B) currently requires a 12-month waiting period for an application that has been denied.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed changes as they will help to further protect the public interest by allowing a majority of property owners to raise the standards for a Council approval, and to also allow more time for applications to be heard, by creating a waiting period between repeat or redundant applications. These requirements would put Palm Bay's regulations in line with those of other, nearby communities.

TITLE V: LEGISLATIVE

CHAPTER 51: PUBLIC HEARINGS

§ 51.04 WITHDRAWALS.

In the event an applicant withdraws a matter >>after the commencement of a public hearing before the City Council<< ~~that has been advertised for a public hearing~~, any re-application for such matter or a matter with similar issues shall >>not be filed again with the City Council or a board for a period of six (6) months from the date of the public hearing from which it was withdrawn. All withdrawn matters shall<< be required to meet all public notification requirements, including but not limited to: re-advertisement, courtesy notices, and posting of the property.

§ 51.05 DENIAL OF REQUEST BY COUNCIL OR BOARD.

(A) Should either the City Council or any board vote to deny the request made by an applicant and presented at a public hearing, the same or similar issue presented at such public hearing cannot be refiled with the City Council or any board for the minimum period of twelve (12) months after the date of such denial. >>Such restriction shall not apply to the owner of real property if the original request was initiated by the City Council, Planning and Zoning Board, or any department or agency of the City.<<

(B) However, the City Council or any board may reconsider the same or similar issue within the twelve (12) month period if a mistake, inadvertence, surprise or excusable neglect has occurred as a result of the actions of the applicant or the city, provided that the event directly or indirectly formed a basis for the City Council's or any board's decision to deny the request at the public hearing.

TITLE XVII: LAND DEVELOPMENT CODE

CHAPTER 185: ZONING CODE

>>§ 185.203 PROTEST BY PROPERTY OWNERS

In the case of a protest petition against a change in a Future Land Use designation or zoning district classification of a particular property signed by the owners of sixty-seven percent (67%) or more of either the lots included in the proposed change or of those lots immediately adjacent thereto, defined as five hundred (500) feet as the crow flies, said petition shall be required to be filed no later than ten (10) days prior to the first regular City Council meeting at which such ordinance codifying the Future Land Use designation or zoning district change is first heard, such amendment shall not become effective except by a favorable vote of four (4) members of the City Council.

If a parcel of land is owned by two or more persons or legal entities, a majority of said owners must endorse the protest petition. In determining whether or not a protestor executing a petition is a fee simple owner of real property able to protest as provided herein, the City shall use the most current ad valorem tax rolls maintained by Brevard County or more current evidence of ownership may be provided in the form of a fully executed and recorded deed submitted to the City by the protestor.

Any such signed and submitted protest petition shall remain in full force and effect for such requested Future Land Use designation or zoning district change whether or not the petition for such requested change is withdrawn or postponed to future date whether certain or unspecified for a period not to exceed twelve (12) months from the original date from when such petition is presented to the City Council.<<

§ 185.203>>4<< MODIFICATION OF >>ZONING<< DISTRICT BOUNDARY CHANGES.

If a request for a >>zoning<< district boundary change is for a >>zoning<< district more liberal than the existing >>zoning<< district, and the Planning and Zoning Board or the City Council determines that the request should be denied, the Planning and Zoning Board may recommend, and/or the City Council may change the >>zoning<< district classification for the property to any >>zoning<< district classification that is less restrictive than the requested zoning classification consistent with the Future Land Use Map.

~~**§ 185.204 RECONSIDERATION OF DISTRICT BOUNDARY CHANGES.**~~

~~When a proposed change in district boundaries has been acted upon by the City Council and disapproved or failed to pass, such proposed change, in the same or substantially similar form, shall not be reconsidered by the City Council, for a period of six (6) months. Such restriction shall not apply to the owner if the original request was initiated by the City Council, Planning and Zoning Board, or any department or agency of the city.~~



LAND DEVELOPMENT DIVISION
120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
Landdevelopmentweb@palmbayflorida.org

CODE TEXTUAL AMENDMENT APPLICATION

This application must be deemed complete and legible, and must be returned by the first day of the month during division office hours, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida, to be processed for consideration the following month at the earliest by the Planning and Zoning Board. The application will then be referred by the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, unless otherwise stated.

ORDINANCE SECTION(S) PROPOSED TO BE CHANGED:

Section 51.04 Withdrawals
Section 51.05 Denial of Request by Council or Board
Section 185.203 (New) Protest by Property Owners
Section 185.203 (Revised) Modification of District Boundary
Section 185.204 Reconsideration of District Boundary Changes

PROPOSED LANGUAGE (attach addendum if necessary):

See Attached

JUSTIFICATION FOR PROPOSED CHANGE (attach other documents if necessary)

Request by a member of City Council (Councilman Bailey) to reinstate Protest Petitions by Property Owners (previously removed) to require a Super Majority if a significant number of property owners object to a Future Land Use or zoning change.

CITY OF PALM BAY, FLORIDA
CODE TEXTUAL AMENDMENT APPLICATION
PAGE 2 OF 2

THE APPLICATION FEE MUST BE SUBMITTED WITH APPLICATION TO PROCESS THIS REQUEST:

*\$1,500.00 Application Fee. Make Check payable to "City of Palm Bay."

I, the undersigned understand that this application must be complete and accurate before consideration by the Planning and Zoning Board/Local Planning Agency and certify that all the answers the questions in said application, and all data and matter attached to and made a part of said application are honest and true to the best of my knowledge and belief.

Under penalties of perjury, I declare that I have read the foregoing code textual amendment application and that the facts stated in it are true.

Signature of Applicant Laurence Bradley Digitally signed by Laurence Bradley
Date: 2021.01.13 09:33:27 -05'00' Date 1/13/2021

Printed Name of Applicant Laurence Bradley, AICP, Growth Management Director

Full Address 120 Malabar Road SE, Palm Bay, FL 32905

Telephone (321) 733-3041 Email laurence.bradley@palmbayflorida.org

PERSON TO BE NOTIFIED (If different from above):

Printed Name _____

Full Address _____

Telephone _____ Email _____

***NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY**

CASE T-6-2021

CORRESPONDENCE

Chandra Powell

From: Darlene Bennett <d.bennett64@yahoo.com>
Sent: Sunday, January 31, 2021 7:32 PM
To: Chandra Powell
Subject: Ordinance 185.203

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Palm Bay Planning & Zoning,
I'm writing to you in Support of Reinstating Ordinance 185.203 @ 67%.
This Ordinance will bring our city in line with Melbourne & other Florida cities that have this protection for their residents.

Sincerely
Darlene Bennett
1785 Plantation Cir SE
Palm Bay Fl 32909
540 318 9423

Sent from Yahoo Mail on Android

Chandra Powell

From: c.bennett62@yahoo.com
Sent: Sunday, January 31, 2021 7:40 PM
To: Chandra Powell
Subject: Ordinance 185.203

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Palm Bay Planning & Zoning Board,
I'm writing to you in SUPPORT of Reinstating Ordinance 185.203 @67%.
This Ordinance will bring our city in line with Melbourne and other Florida cities that have this protection for their residents.

Arthur Bennett
1785 Plantation Cir SE
Palm Bay Fl 32909
540 408 7631

Sent from Yahoo Mail on Android

Chandra Powell

From: Jane Clary <claryt@fit.edu>
Sent: Monday, February 1, 2021 12:19 PM
To: Chandra Powell
Subject: Reinstating Residents Rights 185.203

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To Palm Bay Planning and Zoning board

This email is being written in support of reinstating ordinance 185.203 at 67%. This ordinance will bring our City in line with Melbourne and other Florida Cities that have this protection for their residents.

When there is a great number of residents who would be affected by a requested change in the Comprehensive Plan & Zoning, the City Council should have to take special notice of their issues and the vote should be a super majority instead of a simple majority.

This will not tie up the City Council in anyway, if the change make good sense, there should be no problem getting the votes needed.

Thanks,

T. Jane Clary
1835 Plantation Cir. SE
Palm Bay, FL 32909
321-537-4917

55 Year Palm Bay Resident
3rd Generation Palm Bay Resident

Chandra Powell

From: Trevor <tfilis@cfl.rr.com>
Sent: Monday, February 1, 2021 5:19 PM
To: Chandra Powell
Subject: Reinstatement of Residents Rights 185.203

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Dear Chandra Powell,

I support the reinstatement of residents right to petition as outlined in 185.203 at 67%. We citizens of Palm Bay have a right to that petition. Please add my support to the Planning and Zoning agenda.

Thank you,

Trevor Filis
1779 Plantation Cir SE
32909
321-724-8081

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Chandra Powell

From: Linda Filis <lfilis@yahoo.com>
Sent: Tuesday, February 2, 2021 1:49 PM
To: Chandra Powell
Subject: Reinstatement of Residents Rights 185.203

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Dear Chandra Powell,

I support the reinstatement of residents right to petition as outlined in 185.203 at 67%. We citizens of Palm Bay have a right to that petition. Please add my support to the Planning and Zoning agenda.

Thank you,

Linda Filis
1779 Plantation Cir SE
Palm Bay, FL 32909
321-724-8081
LFilis@yahoo.com

Chandra Powell

From: gfilis@cfl.rr.com
Sent: Tuesday, February 2, 2021 2:02 PM
To: Chandra Powell
Subject: Reinstatement of Residents' Rights

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Powell,

I support the reinstatement of Palm Bay citizens right to petition their government as outlined in the past city ordinances paragraph 185.203 at 67% before the city council overstepped its bounds and removed it. We citizens of Palm Bay have a right to that petition. Please convey my support to the Planning and Zoning board and the city council, and thank Councilman Bailey for re-introducing the ordinance.

Thank you,

Greg Filis
1779 Plantation Cir SE
32909
321-724-8081

gfilis@cfl.rr.com



Virus-free. www.avast.com

Chandra Powell

From: Stuart Filis <sfilis@cfl.rr.com>
Sent: Tuesday, February 2, 2021 2:25 PM
To: Chandra Powell
Subject: Support for T-6-2021: Reinstatement of Residents Rights

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Chandra Powell,

I strongly support Planning and Zoning agenda item T-6-2021, the reinstatement into the Palm Bay Code of Ordinances section 185.203, "Protest by Property Owners". We, the citizens of Palm Bay absolutely deserve the right to that petition to be restored. Please add my support to the Planning and Zoning agenda.

Thank you,

Stuart Filis
1779 Plantation Cir SE
32909
321-724-8081

CITY OF PALM BAY, FLORIDA

**PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING 2021-03**

Held on Wednesday, February 3, 2021, in the Tony Rosa Community Center, Rooms A and B, 1502 Port Malabar Road NE, Palm Bay, Florida.

This meeting was properly noticed pursuant to law; the minutes are on file in the Land Development Division, Palm Bay, Florida. The minutes are not a verbatim transcript but a brief summary of the discussions and actions taken at this meeting.

Mr. Philip Weinberg called the meeting to order at approximately 7:00 p.m.

Ms. Khalilah Maragh led the Pledge of Allegiance to the Flag.

ROLL CALL:

CHAIRPERSON:	Philip Weinberg	Present	
VICE CHAIRPERSON:	Leeta Jordan	Absent	(Excused)
MEMBER:	Donald Boerema	Present	
MEMBER:	James Boothroyd	Present	
MEMBER:	Richard Hill	Present	
MEMBER:	Khalilah Maragh	Present	
MEMBER:	Rainer Warner	Present	
NON-VOTING MEMBER:	David Karaffa	Absent	
	(School Board Appointee)		

Ms. Jordan's absence was excused.

CITY STAFF: Present were Mr. Laurence Bradley, Growth Management Director; Mr. Patrick Murphy, Assistant Growth Management Director; Mr. Christopher Balter, Senior Planner; Ms. Chandra Powell, Recording Secretary; Ms. Jennifer Cockcroft, Deputy City Attorney.

ADOPTION OF MINUTES:

1. Special Planning and Zoning Board/Local Planning Agency Meeting 2021-02; January 19, 2021. Motion by Ms. Maragh, seconded by Mr. Hill to approve the minutes as presented. The motion carried with members voting unanimously.

Mr. Boerema questioned how Fairway Crossings, a gated community, had become open. He inquired about the private entrance off of Eldron Boulevard. Mr. Wise stated that Fairway Crossings was still gated. A code was needed to enter the community, but the gates might be left open due to repairs, vehicles might tailgate their way in, and codes may have been shared. He confirmed that the entrance off of Eldron Boulevard was privately owned by the Summerfield Homeowners Association and could not be accessed without their agreement. Ms. Maragh remarked that an Eldron Boulevard connection should be explored.

The floor was closed for public comments and there was one item of correspondence against the request in the file.

Motion by Ms. Maragh, seconded by Mr. Hill to submit Case FD-4-2021 to City Council for Final Development Plan approval of a proposed PUD, Planned Unit Development to allow a 171-lot single-family development called The Preserves at Stonebriar Phase II, subject to the staff comments contained in the staff report. The motion carried with members voting as follows:

Mr. Weinberg	Aye
Mr. Boerema	Nay
Mr. Boothroyd	Aye
Mr. Hill	Aye
Ms. Maragh	Aye
Mr. Warner	Aye

2. ****CU-5-2021 - FAR RESEARCH, INC. (AVID GROUP, LLC AND AKERMAN, LLP, REPS.)**

Case CU-5-2021 was discussed following Announcements.

3. **T-6-2021 – CITY OF PALM BAY (GROWTH MANAGEMENT DEPARTMENT – REQUESTED BY COUNCILMAN JEFF BAILEY)**

Mr. Bradley presented the staff report for Case T-6-2021. The City of Palm Bay had requested a textual amendment to the Code of Ordinances, Title V, Legislative, Chapter 51: Public Hearings, Sections 51.04 and 51.05, to modify provisions for

withdrawal and denial of public hearing requests; and to amend Title XVII, Land Development Code, Chapter 185: Zoning Code, Sections 185.203 and 185.204, to modify provisions for protest petitions by property owners. Staff recommended Case T-6-2021 for approval.

Ms. Maragh wanted to know how the amendment would affect residents petitioning against requests. Mr. Bradley explained that protest petitions would have to be signed by 67 percent or two-thirds of property owners within a 500-foot radius of a subject site submitted for a land use and/or zoning change.

The floor was opened for public comments.

Mr. Ken Smith (resident at Plantation Circle SE) spoke in favor of the request. He commented that many Palm Bay residents researched their neighborhoods prior to purchasing their properties. However, land use and zoning requests would later occur, so re-establishing petitions would give residential neighborhoods a voice and put Palm Bay back in line with surrounding municipalities.

The floor was closed for public comments, and there were seven items of correspondence in the file in favor of the request.

Mr. Warner asked how the board's authority would be affected by the amendment. Mr. Bradley explained that protest petitions would only affect City Council. The board would be affected by applicant withdrawn cases and cases denied by City Council. Mr. Weinberg noted that the board would also be allowed to recommend zoning classifications other than requested by the applicant. Mr. Bradley stated that the board currently had the ability to modify zoning requests, but the amendment clarified the language.

Motion by Ms. Maragh, seconded by Mr. Hill to submit Case T-6-2021 to City Council for approval of a textual amendment to the Code of Ordinances, Title V, Legislative, Chapter 51: Public Hearings, Sections 51.04 and 51.05, to modify pro a textual amendment to the Code of Ordinances, Title V, Legislative, Chapter 51: Public Hearings, Sections 51.04 and 51.05, to modify provisions for withdrawal and denial of public hearing requests; and to amend Title XVII, Land Development Code,

Chapter 185: Zoning Code, Sections 185.203 and 185.204, to modify provisions for protest petitions by property owners.

Mr. Weinberg commented that Section 51.05 to prohibit same or similar requests previously denied from being resubmitted for 12 months was too vague in defining what was considered similar. He stated in regard to Section 185.203, that property owners already had a voice before the board and City Council, and that requiring a super majority vote by City Council was unnecessary. The only City Council action to require a super majority vote was per City Charter to exceed the ad valorem cap.

Mr. Boothroyd asked for clarification on what would permit the resubmittal of a denied project prior to 12 months. Mr. Bradley stated that the project could not be the same or similar. Ms. Maragh asked if the wording could be adjusted for further clarification. Mr. Bradley explained that staff currently made the determinations on whether denied requests could be resubmitted. The language currently existed in the code and was not part of the proposed amendment.

Ms. Maragh wanted to know the relevance of the super majority vote requirement versus a majority vote. Mr. Bradley stated that the super majority vote was a higher threshold based on the protest petition. The Cities of Melbourne, West Melbourne, and Brevard County had comparable language, and the Florida Supreme Court had determined super majority votes based on protest petitions were legally permissible within codes of ordinances. Mr. Weinberg believed a super majority vote would handcuff the majority of City Council.

A vote was called on the motion by Ms. Maragh, seconded by Mr. Hill to submit Case T-6-2021 to City Council for approval of a textual amendment to the Code of Ordinances, Title V, Legislative, Chapter 51: Public Hearings, Sections 51.04 and 51.05, to modify pro a textual amendment to the Code of Ordinances, Title V, Legislative, Chapter 51: Public Hearings, Sections 51.04 and 51.05, to modify provisions for withdrawal and denial of public hearing requests; and to amend Title XVII, Land Development Code, Chapter 185: Zoning Code, Sections 185.203 and 185.204, to modify provisions for protest petitions by property owners. The motion failed with members voting as follows:

Mr. Weinberg	Nay
Mr. Boerema	Nay
Mr. Boothroyd	Aye
Mr. Hill	Nay
Ms. Maragh	Nay
Mr. Warner	Nay

Mr. Boothroyd commented that if 67 percent of property owners petitioned against a request, City Council should support the protest.

OTHER BUSINESS:

There was no other business discussed.

ADJOURNMENT:

The meeting was adjourned at approximately 8:03 p.m.

Philip Weinberg, CHAIRPERSON

Attest:

Chandra Powell, SECRETARY

**Quasi-Judicial Proceeding

Motion by Mr. Pezzillo, seconded by Ms. Jordan to submit Case CR-26-2016 to City Council for approval of Comprehensive Plan Amendments to the Future Land Use Element Map Series related to Urban Service Boundaries; Capital Improvements Element adding and removing capital projects for consistency with the City's adopted Capital Improvement Program; Transportation Element Map Series amending Roadway Functional Classifications and Future Transportation Map Series; and Transportation Element Policy TIC-1.4B and TIC-1.4F. The motion carried with members voting unanimously.

11. T-41-2016 – CITY OF PALM BAY (GROWTH MANAGEMENT DEPARTMENT)

Mr. Buchanan presented the staff report for Case T-41-2016. The applicant had requested a textual amendment to the Code of Ordinances, Title V, Legislative, Chapter 51: Public Hearings, to modify Section 51.04; Title XVII, Land Development Code, Chapter 170: Construction Codes and Regulations, to modify Sections 170.050 and 170.051; Chapter 179: Streets and Other Rights-of-Way, to create Section 179.033, Road Surfaces; Chapter 185: Zoning Code, to modify Sections 185.006, Definitions; District Regulation Sections 185.043, 185.044, 185.048, 185.059; Planned Unit Development (PUD) Sections 185.066, 185.067, 185.071; Supplementary District Regulations Section 185.118; Nonconformance Provisions Sections 185.158, 185.159, 185.160, 185.161, 185.162; and Administration and Enforcement Sections 185.200, 185.201, 185.202, 185.203. The staff report for Case T-41-2016 was prepared by staff.

Mr. Weinberg noted that Section 179.033 Roadway Surfacing should be corrected to indicate 50 percent or more of the platted lots being developed. Mr. Buchanan concurred with the correction.

Mr. Buchanan provided the board with additional revisions to Section 185.043, CC, Community Commercial District and to Section 185.044, HC, Highway Community Commercial District, to exclude future mini-storage warehouses from those districts.

Mr. Stroder noted that Section 51.04 Withdrawals should be corrected by removing the word "non." Mr. Buchanan concurred with the correction.

Ms. Mangan asked for clarification regarding pulverizing of roads. Mr. Bucharian explained that Section 179.033 would allow streets in poor repair and not scheduled for repaving to be pulverized and added to the City's regrading list.

The floor was opened for public comments.

Mr. Jason Steele (director of government relations for Smith and Associates) spoke in opposition to the request. He believed Section 185.203 Protest by Property Owners was blatantly unfair since it could allow a two-person minority to dictate a super-majority vote by City Council. He wanted the section repealed. Mr. Bucharian agreed that there was a problem with the 20-percent rule. Based on consultation with the City Attorney, a 60-percent rule was being proposed.

The floor was closed for public comments and there were no letters in the file.

Motion by Ms. Jorjani, seconded by Mr. Pezzillo to submit Case TL-41-2016 to City Council for approval of a textual amendment to the Code of Ordinances, Title V, Legislative, Chapter 51: Public Hearings, to modify Section 51.04; Title XVII, Land Development Code, Chapter 170: Construction Codes and Regulations, to modify Sections 170.050 and 170.051; Chapter 179: Streets and Other Rights-of-Way, to create Section 179.033, Road Surfaces; Chapter 185: Zoning Code, to modify Sections 185.006, Definitions; District Regulation Sections 185.043, 185.044, 185.048, 185.059; Planned Unit Development (PUD) Sections 185.066, 185.067, 185.071; Supplementary District Regulations Section 185.118; Nonconformance Provisions Sections 185.158, 185.159, 185.160, 185.161, 185.162; and Administration and Enforcement Sections 185.200, 185.201, 185.202, 185.203, with the condition that new Section 179.033 Roadway Surfacing be corrected to indicate the percentage as 50% or more. The motion carried with members voting unanimously.

OTHER BUSINESS:

There was no other business discussed.

DISCUSSIONS RE: AMENDMENTS TO SECTION 185.203, PROTEST BY PROPERTY OWNERS

RCM 2016-33; DECEMBER 1, 2016 (PUBLIC HEARINGS)

8. Ordinance No. 2016-88, amending the Code of Ordinances, Chapter 185, in order to revise certain provisions contained therein (Case No. T-41-2016, City of Palm Bay), first reading.

The Planning and Zoning Board recommended that the request be approved.

The City Attorney read the ordinance in caption only. The public hearing was opened. Mr. Buchanan presented the request to Council. He answered questions posed by councilmembers. Mr. Lannon advised that Council had the authority to set any percentage threshold of property owners with regard to the protest by property owners textual amendment.

Jason Steele, licensed real estate broker, stated the existing language in the Code was unfair, illegal and unconstitutional. He did not support the proposed amendment and advised of his reasons for same.

Residents spoke against the request stating that the amendment was not comparable to the neighboring cities, there have been no issues with the existing Code, and the proposed amendment would work against the residents and circumvent the process due to the required percentage being so high. A question was asked as to which future land map (zoning, land use, etc.) was being referenced in Section 185.204. Mr. Buchanan clarified that the map was the Future Land Use Map. He also stated that the proposed sixty percent (60%) protest petition was to invoke the super majority vote requirement by City Council, and would not be a mandatory percentage in order to submit a petition on any presented case. The public hearing was closed.

Motion by Mr. Holton, seconded by Deputy Mayor Santiago, to adopt Ordinance No. 2016-88. Mr. Holton commented on statements made by the residents.

Motion by Mr. Holton, seconded by Mr. Bailey, to amend the motion, with a modification to Section 185.203, which should read as follows:

“Section 185.203 PROTEST BY PROPERTY OWNERS.

In case of a protest petition against a change in zoning classification of a particular property signed by the owners of ~~twenty percent (20%)~~ sixty percent (60%) or more either of the area of the lots included in the proposed change, or of those immediately adjacent thereto, defined as five hundred (500) feet as the crow flies, such amendment shall not become effective except by the favorable vote of four (4) members of the City Council.

Any such signed and submitted protest petition shall remain in full force and effect for such requested change in zoning classification, regardless of whether the petition for such requested change in zoning classification is withdrawn or postponed to a future date whether specified or unspecified.

Mr. Lannon asked that the following language be included in the amendment:

“Section 185.203 PROTEST BY PROPERTY OWNERS.

In case of a protest petition against a change in zoning classification of a particular property signed by the owners of ~~twenty percent (20%)~~ sixty percent (60%) or more either of the area of the lots included in the proposed change, or of those immediately adjacent thereto, defined as five hundred (500) feet as the crow flies, said protest petition required to be filed no later than the first regular Council meeting at which such ordinance codifying the change in zoning classification is first heard, such amendment shall not become effective except by the favorable vote of four (4) members of the City Council.

Any such signed and submitted protest petition shall remain in full force and effect for such requested change in zoning classification, regardless of whether the petition for such requested change in zoning classification is withdrawn or postponed to a future date whether specified or unspecified.

Deputy Mayor Santiago withdrew his second motion.

Motion by Mr. Holton, seconded by Mr. Bailey, to adopt Ordinance No. 2016-88, with the amended language to read as follows:

“Section 185.203 PROTEST BY PROPERTY OWNERS.

In case of a protest petition against a change in zoning classification of a particular property signed by the owners of ~~twenty percent (20%)~~ sixty percent (60%) or more either of the area of the lots included in the proposed change, or of those immediately adjacent thereto, defined as five hundred (500) feet as the crow flies, said protest petition required to be filed no later than the first regular Council meeting at which such ordinance codifying the change in zoning classification is first heard, such amendment shall not become effective except by the favorable vote of four (4) members of the City Council.

Any such signed and submitted protest petition shall remain in full force and effect for such requested change in zoning classification, regardless of whether the petition for such requested change in zoning classification is withdrawn or postponed to a future date whether specified or unspecified.

Section 185.204 MODIFICATION OF DISTRICT BOUNDARY CHANGES.

If a request for a district boundary change is for a district more liberal than the existing district, and the Planning and Zoning Board or the City Council determines that the request should be denied, the Planning and Zoning Board may recommend, and/or the City Council may change the district classification for the property to any district classification that is less restrictive than the requested zoning classification consistent with the Future Land Use Map.”

Mr. Bailey commented on self-storage facilities being removed from conditional uses within HC (Highway Commercial District) zoning. He wanted the language to remain as is. He felt it was more appropriate for that zoning district.

Mr. Holton withdrew his motion.

Motion by Mr. Holton, seconded by Mr. Bailey, to adopt Ordinance No. 2016-88, with the revisions to Sections 185.203 and 185.204, as stated, and that the language in Section 185.044 relating to self storage facilities shall remain as is currently outlined in the Code.

With regard to the protest by property owners, Mr. Bailey expressed concern in that a small percentage of property owners would control the development of the City. He would have preferred to strike the language completely and explained his reasons for same.

Mayor Capote, Deputy Mayor Santiago, and Mr. Anderson supported the request, with all revisions as presented. Further comments were made by councilmembers.

Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilman Holton, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

RCM 2016-34; DECEMBER 15, 2016 (PUBLIC HEARINGS)

6. Ordinance No. 2016-88, amending the Code of Ordinances, Chapter 185, in order to revise certain provisions contained therein (Case No. T-41-2016, City of Palm Bay), final reading.

The Deputy City Attorney read the ordinance in caption only. The public hearing was opened. Mr. Buchanan presented the request to Council.

Jason Steele, licensed real estate broker, said that Section 185.203, and the supermajority vote, was unfair and unconstitutional and should be repealed in its entirety.

Residents spoke in favor of the request and felt that the revisions made by City Council were reasonable and fair.

Michael Vanstevich, resident, asked about the petitioning process and what would constitute a valid petition. The public hearing was closed.

Motion by Mr. Bailey, seconded by Deputy Mayor Santiago, to adopt Ordinance No. 2016-88. Mr. Bailey felt that Section 185.203 caused an undue burden and should be deleted. Mr. Holton said the provision would hinder future development. Mayor Capote and Deputy Mayor Santiago supported removing the provision.

Motion by Mr. Bailey to amend the motion by removing Section 185.203, Protest by Property Owners, in its entirety. Mrs. Smith advised that the modification was considered

a substantial change and that the ordinance would have to be considered for first reading at the next meeting. She advised that repealing the section would require the creation of a new ordinance. Mr. Bailey suggested adopting the ordinance as is and having a new ordinance prepared for the next meeting that would repeal Section 185.203. Council concurred. Mr. Bailey withdrew his motion.

The original motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilman Holton, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

RCM 2017-01; JANUARY 5, 2017 (NEW BUSINESS)

1. Ordinance No. 2017-09, amending the Code of Ordinances, Chapter 185, Zoning Code, by repealing Section 185.203, Protest by Property Owners, in its entirety (Case No. T-41-2016).

The City Attorney read the ordinance in caption only.

Individuals spoke against the request and stated that the ordinance, as well as the supermajority requirement, should remain in place.

Motion by Deputy Mayor Santiago, seconded by Mr. Anderson, to adopt Ordinance No. 2017-09.

Mr. Anderson felt that the supermajority requirement was an undue burden on a developer and supported the request. Mr. Holton addressed public comments and Facebook posts, and explained that he did not want to stifle commercial growth within the City. He supported the request. Mayor Capote, Deputy Mayor Santiago and Mr. Bailey stated that they supported the request and explained their reasons for same.

Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilman Holton, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

RCM 2017-03; JANUARY 19, 2017 (PUBLIC HEARINGS)

4. Ordinance No. 2017-09, amending the Code of Ordinances, Chapter 185, Zoning Code, by repealing Section 185.203, Protest by Property Owners, in its entirety (Case No. T-41-2016), final reading.

The Deputy City Attorney read the ordinance in caption only. The public hearing was opened. Mr. Buchanan presented the request to Council. Residents spoke against the request and asked that the section remain in the Palm Bay Code of Ordinances. The public hearing was closed.

Motion by Mr. Holton, seconded by Mr. Anderson, to adopt Ordinance No. 2017-09. Motion carried with members voting as follows: Deputy Mayor Santiago, Yea; Councilman Holton, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

ORDINANCE 2021-13

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 185, ZONING CODE, SUBCHAPTER 'ADMINISTRATION AND ENFORCEMENT, PART 2. AMENDMENTS', BY INCLUDING PROVISIONS FOR PROTESTS BY PROPERTY OWNERS; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. The City of Palm Bay Code of Ordinances, Title XVII, Zoning Code, Subchapter 'Administration and Enforcement, Part 2. Amendments', is hereby amended and shall henceforth read as follows:

"Administration and Enforcement

Part 2. Amendments

* * *

>>Section 185.203 PROTEST BY PROPERTY OWNERS.

In the case of a protest petition against a change in a Future Land Use designation or zoning district classification of a particular property signed by the owners of sixty-seven percent (67%) or more of either the lots included in the proposed change or of those lots immediately adjacent thereto, defined as five hundred (500) feet as the crow flies, said petition shall be required to be filed no later than ten (10) days prior to the first regular City Council meeting at which such ordinance codifying the Future Land Use designation or zoning district change is first heard, such amendment shall not become effective except by a favorable vote of four (4) members of the City Council.

If a parcel of land is owned by two or more persons or legal entities, a majority of said owners must endorse the protest petition. In determining whether

or not a protestor executing a petition is a fee simple owner of real property able to protest as provided herein, the City shall use the most current ad valorem tax rolls maintained by Brevard County or more current evidence of ownership may be provided in the form of a fully executed and recorded deed submitted to the City by the protestor.

Any such signed and submitted protest petition shall remain in full force and effect for such requested Future Land Use designation or zoning district change whether or not the petition for such requested change is withdrawn or postponed to future date whether certain or unspecified for a period not to exceed twelve (12) months from the original date from when such petition is presented to the City Council.<<

Section 185.203>>4<< MODIFICATION OF >>ZONING<< DISTRICT BOUNDARY CHANGES.

If a request for a >>zoning<< district boundary change is for a >>zoning<< district more liberal than the existing >>zoning<< district, and the Planning and Zoning Board or the City Council determines that the request should be denied, the Planning and Zoning Board may recommend, and/or the City Council may change the >>zoning<< district classification for the property to any >>zoning<< district classification that is less restrictive than the requested zoning classification consistent with the Future Land Use Map.

~~**Section 185.204 RECONSIDERATION OF DISTRICT BOUNDARY CHANGES.**~~

~~When a proposed change in district boundaries has been acted upon by the City Council and disapproved or failed to pass, such proposed change, in the same or substantially similar form, shall not be reconsidered by the City Council, for a period of six (6) months. Such restriction shall not apply to the owner if the original request was initiated by the City Council, Planning and Zoning Board, or any department or agency of the city."~~

SECTION 2. It is the intention of the City Council of the City of Palm Bay that the provisions of this Ordinance shall be made a part of the City of Palm Bay Code of ordinances and the sections may be renumbered to accomplish such intention.

SECTION 3. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable,

inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Palm Bay that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

SECTION 4. The provisions within this ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting 2020- , held on , 2021; and
read in title only and duly enacted at Meeting 2021- , held on , 2021.

Robert Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: City of Palm Bay
Case: T-6-2021

Strikethrough words shall be deleted; highlighted words that will be included will be placed in between two arrow symbols (>> <<). Deletions and additions constitute the proposed amendment. Words remaining are now in effect and remain unchanged.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Laurence Bradley, AICP, Growth Management Director

DATE: 3/4/2021

RE: Request by 2501 LLC (Sabal Palm Square), for Final Subdivision approval of a proposed development consisting of three (3) commercial lots to create two (2) additional outparcels, which property is located in the vicinity of the southwest corner of Babcock Street and Palm Bay Road, in CC (Community Commercial District) zoning (13.71 acres) (Case FS-2-2020) (Quasi-Judicial Proceeding).

2501 LLC (Bruce Moia, P.E., Rep.) has submitted for Final Plat approval of a proposed development consisting of three commercial lots, to create two additional outparcels. The additional outparcels are part of the overall shopping center called Sabal Palm Square, which was developed in 1985 and consists of 14.5 acres.

The proposed outparcels will have frontage on Babcock Street. The parcels are required to extend water and sewer service from the infrastructure onsite and will also utilize the existing master stormwater treatment system for drainage.

Upon review, the final subdivision plat is in substantial conformance with the applicable requirements of the Subdivision Code.

REQUESTING DEPARTMENT:

Growth Management

RECOMMENDATION:

Motion to approve Case FS-2-2020, subject to the following items being completed/approved during the administrative site plan review:

- A. The Reciprocal Easement Agreement shall be executed and recorded in the Public Records of Brevard County.
- B. The developer/owner, at their expense, will be required to design, permit, install, inspect, and test water and sewer systems of adequate size to accommodate the development and to connect to the City's water and sewer system.
- C. When the new outparcels develop a traffic study may be required, in accordance with the Public Works Manual.

Planning and Zoning Board Recommendation:

Unanimous approval of the request, subject to the staff recommendations contained in the staff report.

ATTACHMENTS:

Description

Case FS-2-2020

Letters of Authorization - Bruce Moia

Correspondence

Correspondence - Additional

Board Minutes



STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: 321-733-3042

landdevelopmentweb@palmbayflorida.org

Prepared by

Christopher Balter, Senior Planner

CASE NUMBER

FS-2-2020

PLANNING & ZONING BOARD HEARING DATE

February 3, 2021

PROPERTY OWNER & APPLICANT

Sabal Palm – 2501, LLC (Bruce Moia, Civil Engineer from MBV, Representing)

PROPERTY LOCATION/ADDRESS

Located in the vicinity of the southwest corner of Babcock Street NE and Palm Bay Road NE

SUMMARY OF REQUEST

The applicant requests Final Subdivision approval for a proposed development consisting of three (3) commercial lots, to create two additional outparcels.

Existing Zoning

CC, Community Commercial

Existing Land Use

Commercial Use

Site Improvements

Vacant, Undeveloped Land

Site Acreage

14.5 acres, more or less

DENSITY

Not applicable

**COMPREHENSIVE PLAN
COMPATIBILITY**

Yes

BACKGROUND:

The property is located at the southwest corner of Babcock Street NE and Palm Bay Road NE. The site is a developed shopping center with 3 existing outparcels. Specifically, the subject property is Tax Parcel 755 located in Section 21, Township 28 and Range 37. The project is bordered by Palm Bay Road to the north, CC and RS-2 zoning to the south and west and Babcock Street to the east.

The Applicant, Sabal Palm – 2501, LLC, is requesting Final Subdivision approval to create a 3-lot subdivision on approximately 14.5 acres of land. Representing the applicant in this request is Bruce Moia, Civil Engineer from MBV.

ANALYSIS:

In order to be granted Final Subdivision approval, the request must meet the basic design standards of Sections 184.16 through 184.25 of the Code of Ordinances. These design requirements are to be illustrated via construction plans and accompanied by a final subdivision plat. The above subsections include the design of Lots & Blocks; Roadway width, length, and arrangement; Stormwater Treatment; Potable Water and Sewerage Facilities; Sidewalks/Pedestrian Ways; Public Uses; Preservation of Natural or Historic Features; and the buffering of adjacent residentially zoned lands for Nonresidential Subdivisions.

Lots and Blocks: The minimum lot size required within the CC zoning district is 100' wide by 125' deep. All 3 of the commercial lots in this subdivision exceed the minimum requirements. There are no blocks being proposed in this subdivision.

Road Design: The overall property consists of 14.5 acres, and over 400' of frontage on Palm Bay Road, and over 650' on Babcock Street. The proposed-out parcels will all have frontage on Babcock Street.

Stormwater Treatment: The project has a master stormwater treatment system that was built in 1985. A reciprocal easement agreement will ensure the additional outparcels will be allowed the legal right to drain into the master stormwater system.

Potable Water and Sewerage Facilities: The developer/owner, at their expense, is required to extend service from the on-site facilities to the existing water and sewer connection points. The nearest connection point to the water distribution system is a 6" water main located behind the existing outparcel of Papa Johns. The nearest connection point to the wastewater collection system is an 8" gravity sewer main located behind the existing outparcel of Papa Johns.

Sidewalks/Pedestrian Ways: Handicap accessible sidewalks shall be provided throughout the development, providing access to all public buildings from their respective parking areas. Additionally, the sidewalk system of this development must connect to the existing sidewalk running along the west side of Babcock Street.

Public Uses and Easements: This code sections provides the following; “Where deemed essential by the City Council upon consideration of the particular type of development proposed in the subdivision, and especially in large-scale neighborhood unit developments not anticipated in the Comprehensive Plan, the City Council may require the dedication or reservation of such other areas or sites of a character, extent and location suitable to the needs created by such development for parks and other public purposes”. This dedication of land is not applicable to this subdivision.

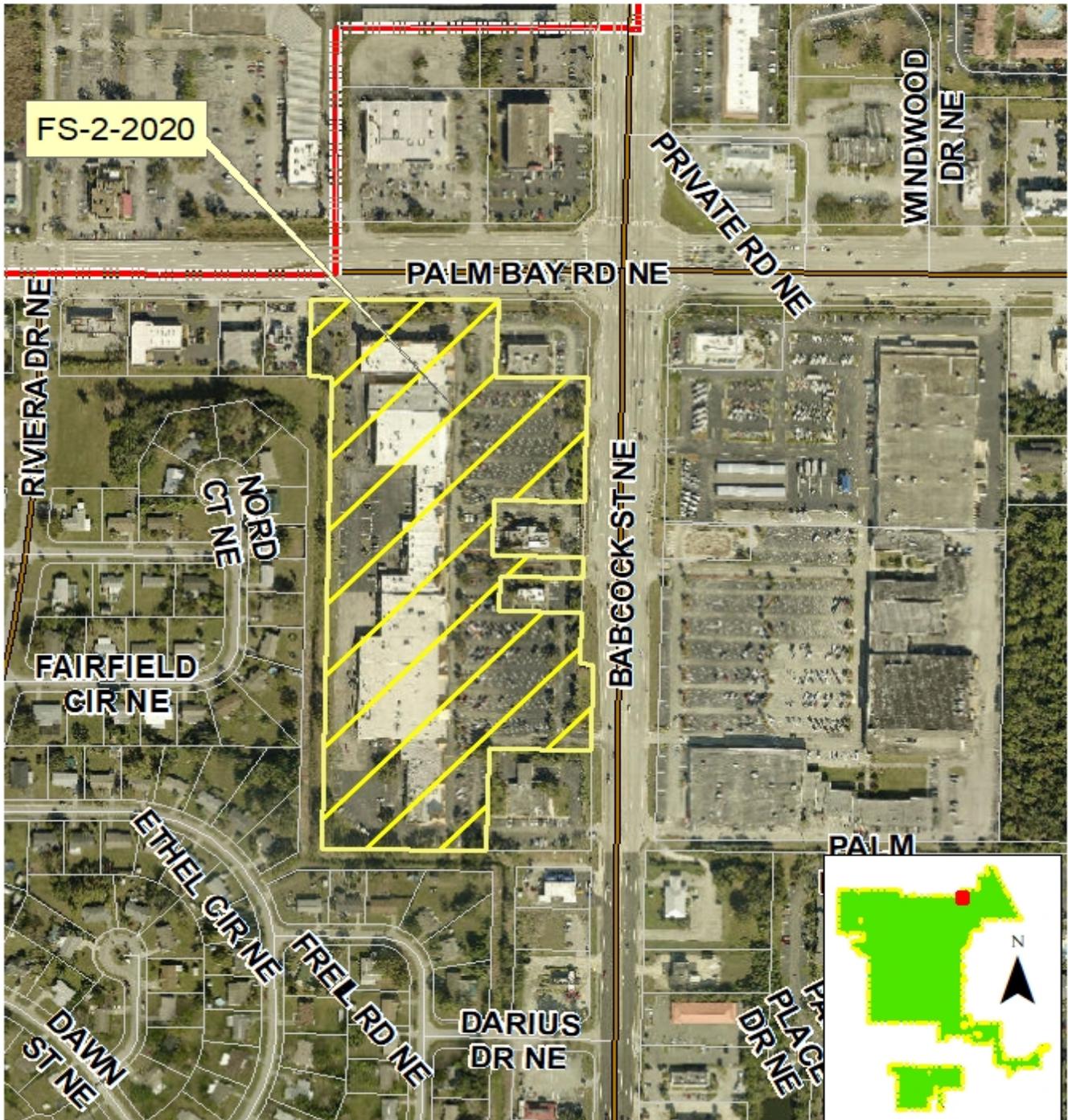
Preservation of Natural or Historic Features: These parcels have been developed since 1985 and have no existing natural or historical features.

STAFF RECOMMENDATION:

Upon review of the submitted materials, the Final Subdivision request is in substantial conformance with the Final subdivision approval and with the applicable requirements of the Subdivision Code. Therefore, Staff recommends approval of Case FS-2-2020, subject to the following items being completed/approved during the administrative site plan review:

- A. The Reciprocal Easement Agreement shall be executed and recorded into Public Records of Brevard County.
- B. The developer/owner, at their expense, will be required to design, permit, install, inspect, and test water and sewer systems of adequate size to accommodate the development and to connect to the City’s water and sewer system.
- C. When the new outparcels develop a traffic study may be required, in accordance with the Public Works Manual.

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.

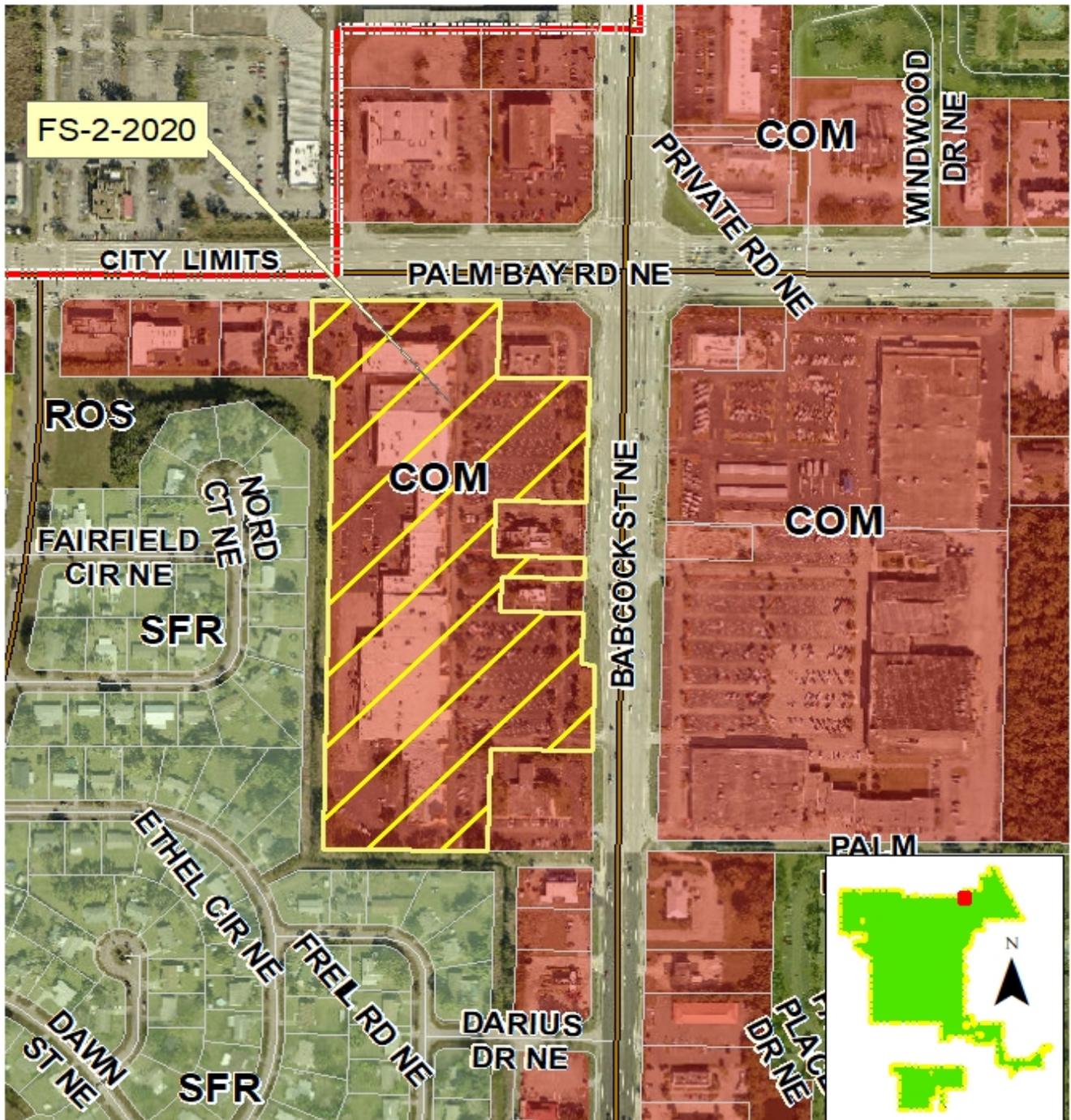


AERIAL LOCATION MAP CASE FS-2-2020

Subject Property

In the vicinity of the southwest corner of Babcock Street NE and Palm Bay Road NE

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



FUTURE LAND USE MAP

CASE FS-2-2020

Subject Property

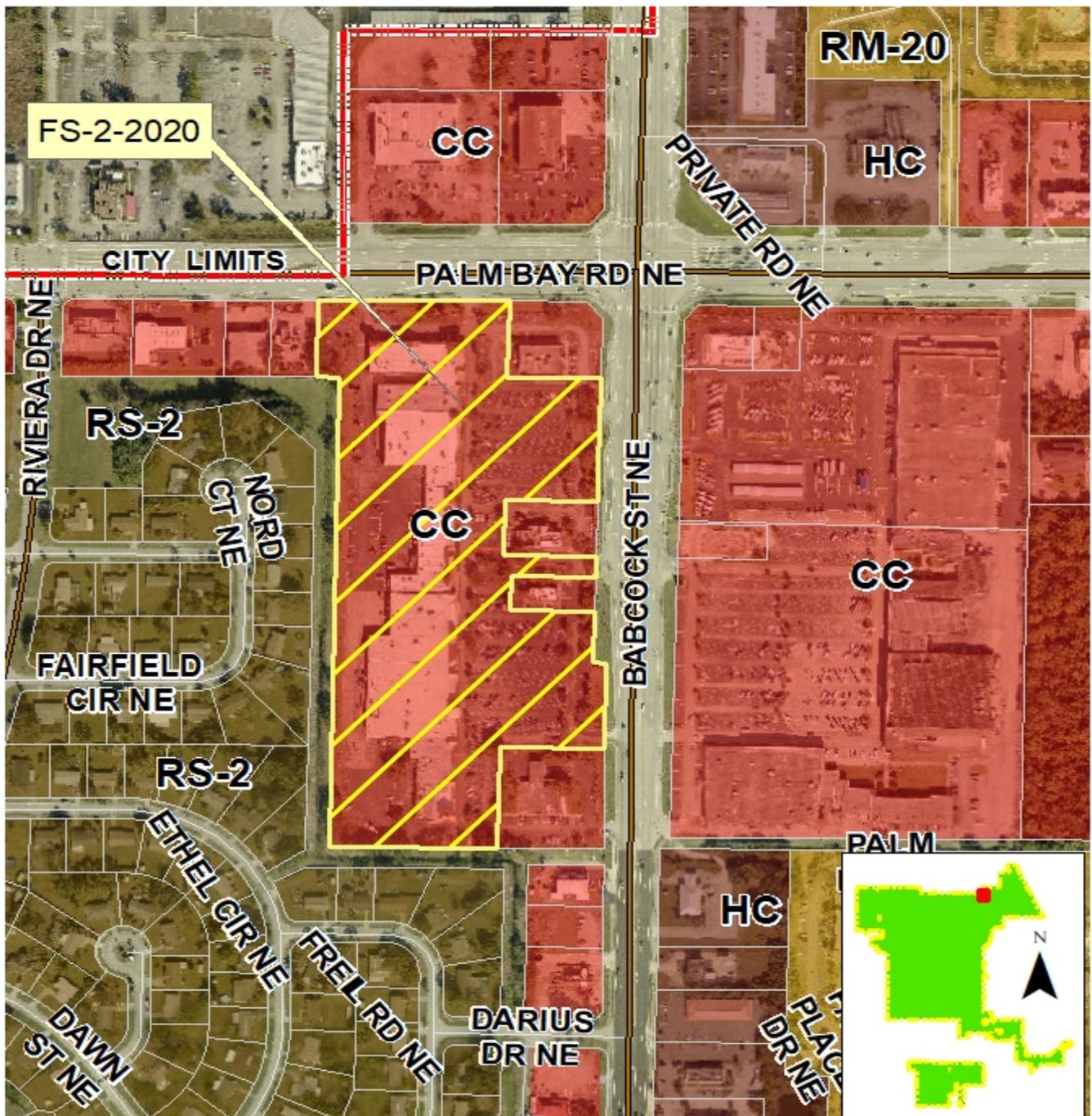
In the vicinity of the southwest corner of Babcock Street NE and Palm Bay Road NE

Future Land Use Classification

COM – Commercial Use



Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



ZONING MAP

CASE FS-2-2020

Subject Property

In the vicinity of the southwest corner of Babcock Street NE and Palm Bay Road NE

Current Zoning Classification

CC – Community Commercial District

PLAT OF
SABAL PALM SQUARE

A PLAT LYING IN SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 37 EAST BEING A REPLAT OF PART OF LOT 16 SECTION 21, TOWNSHIP 28 SOUTH, RANGE 37 EAST, FLORIDA INDIAN RIVER LAND COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 164, AND A PART OF THE DRAINAGE RIGHT OF WAY IN THE PLAT OF PORT MALABAR COUNTRY CLUB, UNIT FOUR AS RECORDED IN PLAT BOOK 24, PAGE 25, IN THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.

SURVEYOR'S NOTES

- The show of bearings as shown herein are based on the east line of the Southeast 1/4 of Section 21, Township 28 South, Range 37 East, being S 0°15'33"W.
- All plotted public utility easements shall also be easements for the construction, installation, maintenance and operation for cable television service provided, however, no such construction, installation, maintenance and/or operation of cable television service will interfere with the facilities and that if a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements created or obtained by a particular electric, telephone, gas or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code, as adopted by the Florida Public Service Commission.
- Survey monumentation within the subdivision shall be set in accordance with Florida Statutes Chapter 177.091 (7)-(9).
- Subdivision signs are required by Chapter 118 of the Palm Bay Code of Ordinances.
- Ingress and Egress to and from Parcels 2 and 3 shown herein is provided by the Operation, Restriction and Easement Agreement recorded in DMS 2748, P. 1353, Public Records of Brevard County, Florida, as amended in DMS 2861, P. 392, and DMS 4232, P. 461. These documents are applicable to the adjacent property owned by Sabal Palm Square Shopping Center as described in Tax Account 283,093, Parcel ID 28-37-21-00-755.

LEGAL DESCRIPTION

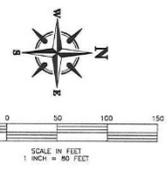
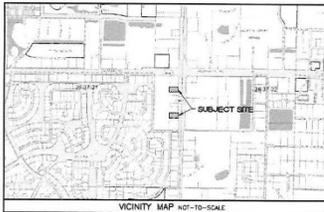
PARCEL 1: A portion of Lot 16, FLORIDA INDIAN RIVER LAND COMPANY SUBDIVISION, as recorded in Plat Book 1, Page 164, of the Public Records of Brevard County, Florida, more particularly described as follows: Commence at the Northeast corner of the Southeast one-quarter of Section 21, Township 28 South, Range 37 East; thence S11°15'33"W along the East line of said Southeast one-quarter a distance of 246.82 feet; thence N88°42'27"W 100.00 feet to the Point of Beginning, said point also being the West Right-of-Way Line of Babcock Street (State Road 509) as presently occupied; as recorded in Official Records Book 1152, Page 1003 of the Public Records of Brevard County, Florida; thence S11°15'33"W along said West Right-of-Way Line 195.19 feet; thence N88°42'27"W 559.66 feet to the West line of Lot 16, (said line also being the East line of Port Malabar Country Club, Road 515), as presently occupied, as recorded in Official Records Book 1136, Page 902 of the Public Records of Brevard County, Florida; thence N1°06'04"E along said West line 350.07 feet to the South Right-of-Way Line of Palm Bay Road (State Road 509), as recorded in Plat Book 24, Page 25 through 29, inclusive, of the Public Records of Brevard County, Florida; thence S88°42'32"E along said South Right-of-Way Line 350.58 feet; thence S11°15'33"W 185.00 feet; thence S88°42'32"E 200.00 feet to the Point of Beginning. Bearings based on East line of Southeast one-quarter of Section 21, Township 28 South, Range 37 East, as per Survey Book 5, Page 8, of the Public Records of Brevard County, Florida. Parcel I description is delineated by the prescriptive right of way recorded in Survey Book 5, Page 83, public records of Brevard County, Florida.

PARCEL 2: A portion of a Drainage Right-of-Way situated in Section 21, Township 28 South, Range 37 East and being more particularly described as follows: Beginning of a concrete monument marking the Southwest corner of Tract A, Port Malabar Country Club Unit Four, as recorded in Plat Book 24, Pages 25 through 29, inclusive, Public Records of Brevard County, Florida; thence run S88°42'32"E along the South line of said Tract A, a distance of 350.00 feet to the Point of Beginning of the herein described parcel; thence run N1°06'04"E along the East line of said Tract A, a distance of 180.02 feet to the South Right-of-Way Line of Palm Bay Road; thence run S88°42'32"E along said South Right-of-Way Line a distance of 50.01 feet; thence run S1°06'31"W a distance of 180.02 feet; thence run N88°45'57"W a distance of 50.00 feet, more or less, to the Point of Beginning.

PARCEL 3: A portion of Lot 16, FLORIDA INDIAN RIVER LAND COMPANY SUBDIVISION, as recorded in Plat Book 1, Page 164, of the Public Records of Brevard County, Florida, more particularly described as follows: Commence at the Northeast corner of the Southeast one-quarter of Section 21, Township 28 South, Range 37 East; thence S11°15'33"W along the East line of said Southeast one-quarter a distance of 1333.49 feet to the South line of said Lot 16; thence N88°42'27"W along said South line (said South line also being the North line of Port Malabar, Unit Four, as recorded in Plat Book 24, Pages 24 through 29, inclusive, of the Public Records of Brevard County, Florida), a distance of 295.03 feet to the Point of Beginning; thence continue N88°42'27"W 362.75 feet to the West line of said Lot 16; thence N1°06'04"E along said West line 902.76 feet; thence S88°42'27"E 508.66 feet to the West right of way line of Babcock Street (State Road 509), as recorded in Official Record Book 1152, Page 1003, of the Public Records of Brevard County, Florida; thence S11°15'33"W along said West right of way line 79.00 feet; thence N88°42'27"W 200.00 feet; thence S11°15'33"W 130.00 feet; thence S88°42'27"E 200.00 feet to the said West right of way line; thence S11°15'33"W along said West right of way line 50.00 feet; thence N88°42'27"W 180.00 feet; thence S11°15'33"W 80.00 feet; thence S88°42'27"E 180.00 feet to said West right of way line; thence S11°15'33"W along said West right of way line 119.00 feet; thence S88°42'27"E 30.00 feet; thence S11°15'33"W along said West right of way line 189.00 feet; thence N88°42'27"W 225.00 feet; thence S11°15'33"W 235.55 feet to the Point of Beginning. Bearings based on East line of Southeast one-quarter of Section 21, Township 28 South, Range 37 East, as per Survey Book 5, Page 8, of the Public Records of Brevard County, Florida.

TOGETHER WITH easements as described below:

- EASEMENT "A"**
Non-Exclusive Ingress, Egress and Utility Easements for the benefit of Parcel II as created by that certain Easement and Restriction Agreement recorded August 10, 1982 in Official Record Book 2380, Page 2798, of the Public Records of Brevard County, Florida.
- EASEMENT "B"**
Non-Exclusive Ingress, Egress and Drainage Easements for the benefit of Parcel I as created by that certain Cross-Easement and Restriction Agreement recorded January 21, 1985 in Official Record Book 2570, Page 2921, of the Public Records of Brevard County, Florida.
- EASEMENT "C"**
Non-Exclusive Ingress, Egress, Drainage, Sewer and Water Easements for the benefit of Parcel III, as created by that certain Cross-Easement and Restriction Agreement recorded December 21, 1984, in Official Record Book 2564, Page 776, of the Public Records of Brevard County, Florida.
- EASEMENT "D"**
Non-Exclusive Ingress, Egress, Parking, Utility, Drainage, Retention, Signage, Temporary Construction and Maintenance Easements for the benefit of Parcel II as created by that certain Sabal Palm Square Shopping Center Operation, Restriction and Reciprocal Easement Agreement recorded November 5, 1986, in Official Records Book 2745, Page 1353, and as amended in Official Records Book 2941, Page 392, and in Official Records Book 4620, Page 481, all being of the Public Records of Brevard County, Florida.
- EASEMENT "E"**
Non-Exclusive Easements for the installation and maintenance of Water Lines and Related Water Structures for the benefit of Parcel II as created by that certain Easement Agreement recorded October 10, 1986, in Official Records Book 2738, Page 1185, of the Public Records of Brevard County, Florida.
- EASEMENT "F"**
Non-Exclusive Ingress and Egress Easements for the benefit of Parcel III as created by that certain Agreement Creating Mutual Easements recorded December 12, 1985, in Official Records Book 2656, Page 1687, of the Public Records of Brevard County, Florida.

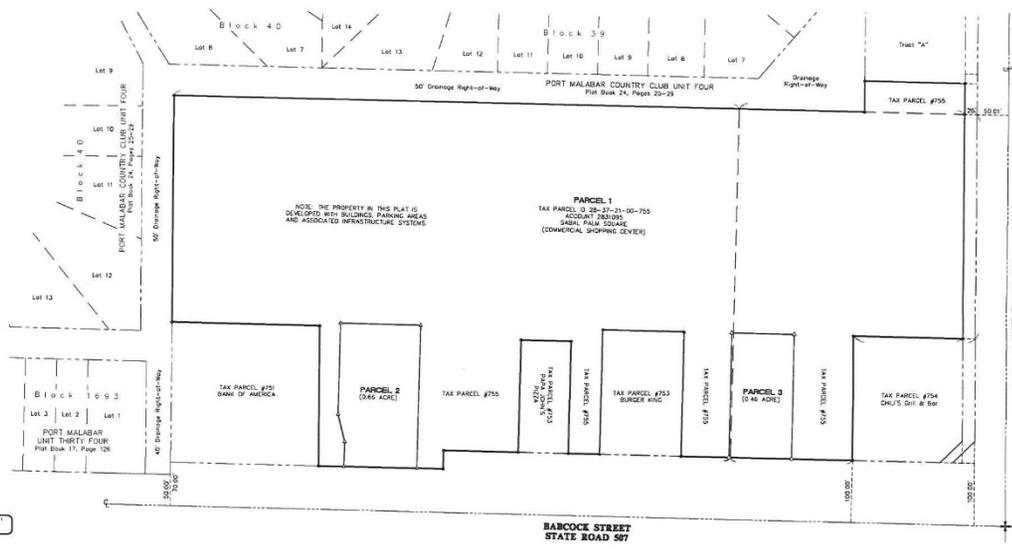


- LEGEND:**
- P.O.C. = POINT OF COMMENCEMENT
 - P.B. = POINT OF BEGINNING
 - P.I. = POINT OF TANGENCY
 - P.R.M. = PERMANENT REFERENCE MONUMENT
 - P.C.P. = PERMANENT CONTROL POINT
 - O.R.B. = OFFICIAL RECORDS BOOK
 - P.B. = PLAT BOOK
 - D.B. = DEED BOOK
 - P.C. = PAGE
 - S. = LAND SURVEYING BUSINESS
 - P.O.S. = PAGES
 - C. = CORNER
 - Ø = 5/8" IRON ROD WITH PLASTIC CAP
 - M.B.C. = "A" SMITH, LB 7428"
 - Δ = PERMANENT REFERENCE MONUMENT
 - ▲ = "A" & "B" SMITH, "A" SMITH, LB 7428"
 - = SET PERMANENT REFERENCE MONUMENT

Notice: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be superseded or authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

PREPARED BY:
SMITH & ASSOCIATES
SURVEYING & MAPPING, INC.
1335 MELBOURNE RD. SE, SUITE 1
PALM BAY, FLORIDA 32909
TEL: 321-733-1111
FAX: 321-733-1112

MAP OF SURVEY
CERTIFICATE OF ADOPTION LB 7428



PLAT BOOK	PAGE
SHEET 1	OF 2
SECTION 21	TWP. 28 S., RANGE 37 E.

DEDICATION
SABAL PALM SQUARE

KNOW ALL MEN BY THESE PRESENTS, that the Corporation named below, being the owner in fee simple of the lands described herein, hereby dedicates said lands and plot for the uses and purposes therein expressed and dedications at roads, streets, alleys, thoroughfares, drainage easements, utility easements and rights of way easements shown herein to the perpetual use of the public, and all WITNESSES WHEREOF, I have caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on this _____ day of _____, 2020.

SOLAR REALTY MANAGEMENT CORP.
By: _____ President
Attest: _____
Signed and sealed in the presence of: _____

STATE OF _____ COUNTY OF _____
THIS IS TO CERTIFY That on _____ day of _____ 2020, I have duly authorized to take subdivisions in the State and County aforesaid, personally appeared _____ and _____, respectively _____, President and _____, Secretary of the above named corporation, in presence of the State of _____, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers of said corporation. That the official seal of said corporation is duly affixed thereto, and that the said Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC _____ SEAL
My Commission Expires _____

CERTIFICATE OF APPROVAL BY CITY OF PALM BAY
THIS IS TO CERTIFY that _____ the foregoing plat was approved by the City of Palm Bay of Brevard County, Florida.

ATTEST: _____

CERTIFICATE OF SURVEYOR AND MAPPER
KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a Licensed and registered land surveyor and mapper, does hereby certify that on _____ day of _____, 2020, he/she completed the survey of the lands shown on the foregoing plat; that said plat is a true and correct representation of a survey made under my responsible direction and supervision; that said survey is accurate to the best of my knowledge and belief; that Permanent Reference Monuments (P.R.M.'s) Permanent Control Points (P.C.P.'s) and Monuments according to Sec. 177.091(9), F.S., have been placed as required by law and further, that the survey complies with all the requirements of Chapter 177, Part 1, Florida Statutes, as amended.

Company Name: **Smith & Associates Surveying & Mapping, Inc.**
Address: **1335 Melbourne Rd. SE, Suite 1**
Palm Bay, FL 32909
Surveyor of record, P.S.M. License No. 4457
State of Florida

CERTIFICATE OF REVIEWING SURVEYOR FOR THE CITY OF PALM BAY
HEREBY CERTIFY that I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, Part 1, Florida Statutes.

Joseph N. Hale, P.S.M. No. 6365
Reviewing Surveyor for the City of Palm Bay

CERTIFICATE OF APPROVAL BY MUNICIPALITY
THIS IS TO CERTIFY, that on _____ the _____ approved the foregoing plat.

ATTEST: _____ Mayor
City Clerk _____

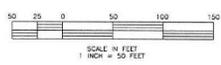
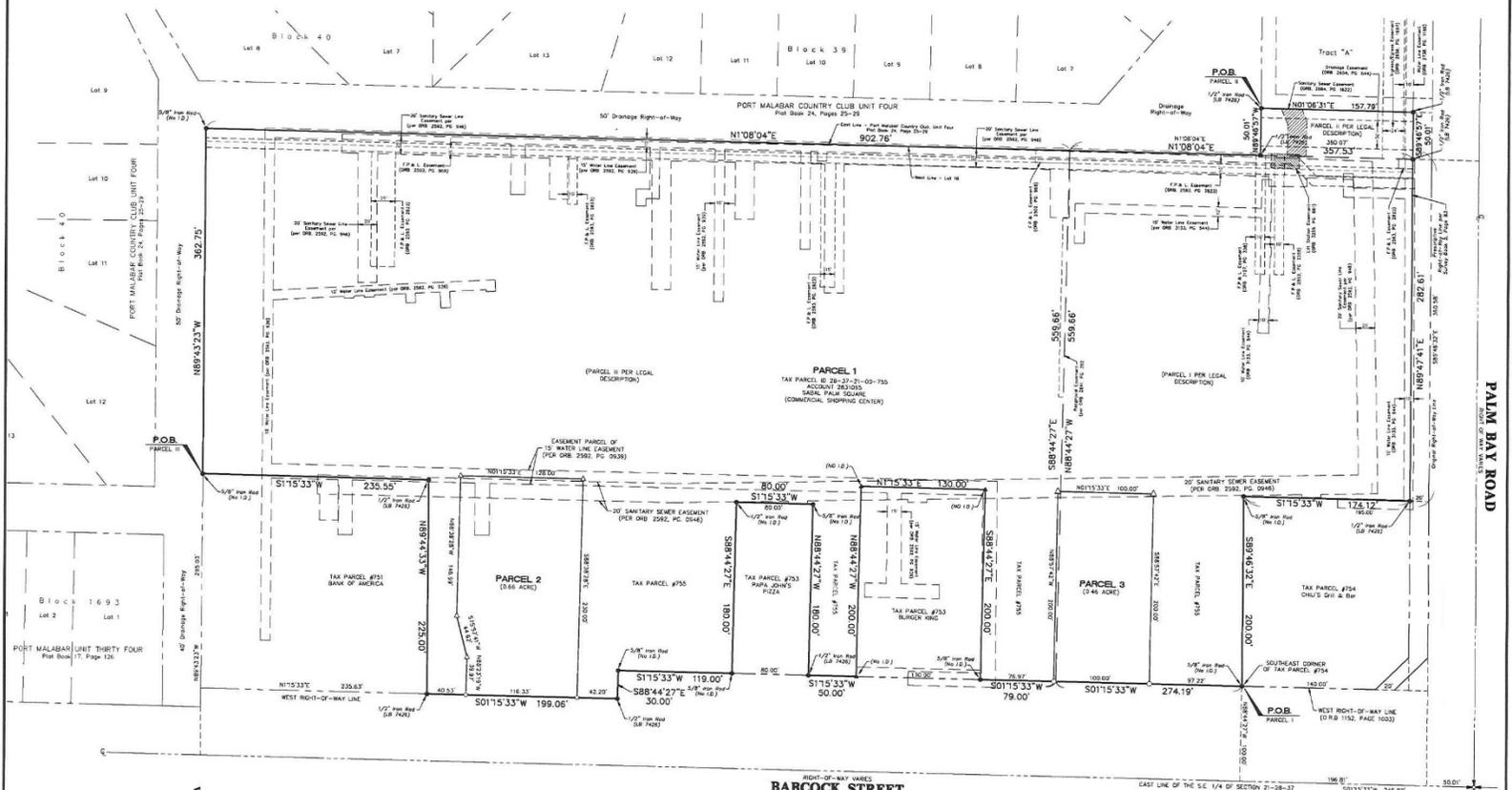
CERTIFICATE OF CLERK
I HEREBY CERTIFY, that I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on _____ at _____
File No. _____
Clerk of the Circuit Court of the City of Palm Bay, FL
PALM BAY NO. 00-0-2020

Notice: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be substituted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

PLAT OF SABAL PALM SQUARE

A PLAT LYING IN SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 37 EAST AND IN THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.

PLAT BOOK _____ PAGE _____
SHEET 2 OF 2
SECTION 21 TWP. 28 S. RANGE 37 E.



- LEGEND:
- P.O.B. = POINT OF BEGINNING
 - P.C.B. = POINT OF BEGINNING
 - P.E. = POINT OF BEGINNING
 - P.M. = PERMANENT REFERENCE MONUMENT
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 - F.B. = FLAT BOOK
 - D.B. = DEED BOOK
 - P.C. = PLAT
 - L.B. = LAND SURVEYING BUSINESS
 - P.C.S. = PAGES
 - C = CENTERLINE
 - = 1/2" IRON ROD WITH PLASTIC CAP MARKED "K.A. SMITH LB 7426"
 - = PERMANENT REFERENCE MONUMENT
 - △ = NAIL & DISK MARKED "K.A. SMITH LB 7426"
 - ◇ = PERMANENT REFERENCE MONUMENT

ROAD OF WAY MARKS
**BARBOCK STREET
STATE ROAD 507**

P.O.C.
N.E. CORNER OF
THE S.E. 1/4 OF
SEC. 21-28-37

PREPARED BY:
S.M.T.P.S.
SURVEYING & MAPPING, LLC
1100 W. US HWY 1, SUITE 100
PALM BAY, FLORIDA 32909
TEL: 321-733-1100
FAX: 321-733-1101
WWW.SMTPS.COM

MAP OF SURVEY
CERTIFICATE OF AUTHORIZATION LB 7426

PALM BAY ROAD



Land Development Division
120 Malabar Road SE
Palm Bay, FL 32907
321-733-3042
Landdevelopmentweb@palmabayflorida.org

FINAL PLAT APPLICATION

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida, Monday through Friday, during division office hours, to be processed for consideration by the Planning and Zoning Board. The application will then be referred by the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, unless otherwise stated.

PROPOSED SUBDIVISION NAME Sabal Palm - Additional Outparcels

PARCEL ID 28-37-21-00-755

TAX ACCOUNT NO. 2831095

LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THIS APPLICATION:

Part of Lot 16 of PB 1 PG 164 as described in ORB 2496 PG 156 & Vac Drairage R/W as described in ORB 2656 PG 1703
Exc ORB 2562 PG 1644 PAR 752.

SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 13.71

TOTAL LOTS PROPOSED (list by use): 3

HIGHWAY, STREET BOUNDARIES, AND NEAREST CROSSROADS:

Palm Bay Road and Babcock Street, Palm Bay FL

INTENDED USE OF PROPERTY: Commercial

ZONE CLASSIFICATION AT PRESENT (ex.: LI, CC, etc.): CC

THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS APPLICATION:

- *\$800.00 Application Fee. Make check payable to "City of Palm Bay."
- Two (2) copies of the final plat and construction plans as required by Chapter 184.28, Palm Bay Code of Ordinances. The final plat and construction plans shall also be provided on Memory Drive.
- List of legal descriptions of all properties within a 500-foot radius of the boundaries of the property covered by this application, together with the names and mailing addresses (including zip codes) of all respective property owners within the above referenced area. (This should be obtained for a fee from the Brevard County Planning and Zoning Department at 321-633-2060.)
- Citizen Participation Plan. Required when a preliminary subdivision plan application was not submitted. Refer to Section 169.005 of the Land Development Code for guidelines.

CITY OF PALM BAY, FLORIDA
FINAL PLAT APPLICATION
PAGE 2 OF 2

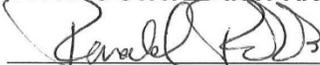
N/A School Board of Brevard County School Impact Analysis Application (if applicable).

X Sign(s) posted on the subject property. Refer to Section 51.07(C) of the Legislative Code for guidelines.

N/A **Where property is not owned by the applicant**, a letter must be attached giving the notarized consent of the owner to the applicant to request the final plat approval.

I, THE UNDERSIGNED UNDERSTAND THAT THIS FINAL PLAT APPLICATION MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY AND CERTIFY THAT ALL THE ANSWERS TO THE QUESTIONS IN SAID APPLICATION, AND ALL DATA AND MATTER ATTACHED TO AND MADE A PART OF SAID APPLICATION ARE HONEST AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING FINAL PLAT APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant  Date 1/18/21

Printed Name of Applicant Ron Robbins, Authorized Agent for Owner Saruhan Capin - 2501 LLC

Full Address 36 Maple Place, Suite 303 Manhasset, NY 11030

Telephone 212-633-9985 Email scapin@solarrealtymanagement.com

*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY

2501 LLC
Solar Realty Management Inc
36 Maple Place Suite 303
Manhasset, NY 11030
212-727-9550

January 15, 2021

City of Palm Bay
120 Malabar Rd
Palm Bay, FL 32907

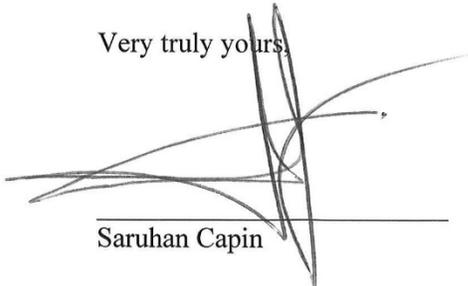
**Re: 3rd Party Property Manager Authorization
2501 LLC**

Dear City of Palm Bay,

This letter shall serve to authorize our 3rd party Property Manager, Ron Robbins as our local agent for our property commonly known as Sabal Palm Square located at 4700 S Babcock St., Palm Bay, FL to execute and approve documents on our behalf including sign and building permits, zoning and site plan work and changes to utility accounts and to request information or records on our behalf.

Please let me know of any questions or issues. We appreciate your ongoing assistance.

Very truly yours,



Saruhan Capin

1/15/21

Date

Sworn before me on the
15th day of January, 2021


Notary Signature

MEKKEHAN KOCGAR ULUDAG
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KO6391452
Qualified in Queens County
My Commission Expires: 5/6/2023

February 25, 2020

Re: Letter of Authorization

As the property owner of the site legally described as:

Parcel # 28-37-21-00-755, Tax Acct # 2831095. Part of Lot 16 of Pb 1 Pg 164, As Desc IN Orb 2496 Pg 156 Y& Vac Drainage R/W As Desc IN Orb 2656 Pg 1703 Exc Orb 2562 Pg 1644 Par 752.

I, Owner Name: Saaruhan capin - 2501 LLC
Address: 36 Maple Place, Suite 303 Manhasset, NY 11030
Telephone: 212-633-9985
Email: scapin@solarrealtymanagement.com

hereby authorize:

Representative: Bruce Moia, P.E. - MBV Engineering, Inc.
Address: 1250 W. Eau Gallie Blvd. Unit H, Melbourne, FL 32935
Telephone: 321-253-1510
Email: brucem@mbveng.com

to represent the request(s) for:

All land development permitting requirements for development of above project.

(Property Owner Signature)

STATE OF New York
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 20th day of March, 2020 by Saaruhan Capin

MEKKEHAN KOCGAR ULUDAG
Notary Public, State of New York
Registration No. 01KO6391452
Qualified in Queens County
My Commission Expires: 5/16/2023

(Notary Signature)
Mekkehan Kocgar Uludag, Notary Public

[X] Personally Known or
Produced the Following Type of Identification:

February 25

, 20 20

Re: Letter of Authorization

As the property owner of the site legally described as:

Parcel # 28-37-21-00-755, Tax Acct # 2831095. Part of Lot 16 of Pb 1 Pg 164, As Desc IN Orb 2496 Pg 156 Y& Vac Drainage R/W As Desc IN Orb 2656 Pg 1703 Exc Orb 2562 Pg 1644 Par 752.

I, Owner Name: Mehmet A. Capin - 2501 LLC
Address: 36 Maple Place, Suite 303 Manhasset, NY 11030
Telephone: 212-633-9985
Email: scapin@solarrealtymanagement.com

hereby authorize:

Representative: Bruce Moia, P.E. - MBV Engineering, Inc.
Address: 1250 W. Eau Gallie Blvd. Unit H, Melbourne, FL 32935
Telephone: 321-253-1510
Email: brucem@mbveng.com

to represent the request(s) for:

All land development permitting requirements for development of above project.

Mehmet A. Capin
(Property Owner Signature)

STATE OF New York
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 12th day of November, 2020 by Mehmet A. Capin

(SEAL) MEKKEHAN KOCGAR ULUDAG
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KO6391452
Qualified in Queens County
My Commission Expires: 5/6/2023

Mekkehan Kocgar-Uludag
Mekkehan Kocgar-Uludag, Notary Public

Personally Known or

Produced the Following Type of Identification:

CASE FS-2-2020

CORRESPONDENCE: 1

Chandra Powell

From: Marissa Shinn
Sent: Friday, January 29, 2021 8:18 AM
To: Chandra Powell
Cc: Ximena Escobar
Subject: FW: Public Hearing 2/3/2021

*Marissa Shinn
Planning Technician
City of Palm Bay Land Development
Phone:321-733-3042*

From: webmaster@palmbayflorida.org <webmaster@palmbayflorida.org>
Sent: Thursday, January 28, 2021 6:34 PM
To: Land Development Web <LandDevelopmentWeb@palmbayflorida.org>
Subject: Public Hearing 2/3/2021

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Message submitted from the <City of Palm Bay, FL> website.

Site Visitor Name: JENNIFER HICKS
Site Visitor Email: JENNIFER.HICKS@BRINKER.COM

FS-2-2020

We are the Chili's located in the shopping center of this development. We have told Bruce Moia, the representative, that the planned construction of the outparcel next to Chili's will violate a recorded agreement. Their planned construction will remove the parking spaces afforded to us by this recorded Agreement, and therefore would be in violation of the Cross Easement and Restriction Agreement. Bruce said he would check with the owner but he has not gotten back to us, and they are moving forward with this Final Plat and redevelopment. Therefore, we oppose both the Final Plat and redevelopment.

CASE FS-2-2020

CORRESPONDENCE

Received after February 3, 2021 Planning and Zoning Board Meeting

Chandra Powell

From: Marissa Shinn
Sent: Thursday, February 4, 2021 9:00 AM
To: Chandra Powell
Cc: Ximena Escobar
Subject: FW: Sabal Palm Square

Forwarding the below concern to you..

*Marissa Shinn
Planning Technician
City of Palm Bay Land Development
Phone:321-733-3042*

From: webmaster@palmbayflorida.org <webmaster@palmbayflorida.org>
Sent: Tuesday, February 2, 2021 7:04 PM
To: Land Development Web <LandDevelopmentWeb@palmbayflorida.org>
Subject: Sabal Palm Square

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Message submitted from the <City of Palm Bay, FL> website.

Site Visitor Name: James Brat
Site Visitor Email: jim@fcpt.com

Hi--As the owner of the neighboring Chili's, we wanted to make sure that we voiced our concern that the proposed development might violate the Cross Easement and Restriction Agreement currently encumbering the center. It's our understanding that the proposed approval would remove parking spaces afforded to our tenant, and the filing of the plat is part of the planned development. We have seen other municipalities approve similar items without requiring the approval be explicitly conditioned on complying with all recorded docs. We would hope that you won't implicitly approve something that would cut against contractual rights and have made sure to get the applicant's confirmation that they will comply with all contractual obligations recorded against the property. Please contact me if you have any questions.

Sincerely, Jim
FCPT Holdings, LLC

CITY OF PALM BAY, FLORIDA

**PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING 2021-03**

Held on Wednesday, February 3, 2021, in the Tony Rosa Community Center, Rooms A and B, 1502 Port Malabar Road NE, Palm Bay, Florida.

This meeting was properly noticed pursuant to law; the minutes are on file in the Land Development Division, Palm Bay, Florida. The minutes are not a verbatim transcript but a brief summary of the discussions and actions taken at this meeting.

Mr. Philip Weinberg called the meeting to order at approximately 7:00 p.m.

Ms. Khalilah Maragh led the Pledge of Allegiance to the Flag.

ROLL CALL:

CHAIRPERSON:	Philip Weinberg	Present	
VICE CHAIRPERSON:	Leeta Jordan	Absent	(Excused)
MEMBER:	Donald Boerema	Present	
MEMBER:	James Boothroyd	Present	
MEMBER:	Richard Hill	Present	
MEMBER:	Khalilah Maragh	Present	
MEMBER:	Rainer Warner	Present	
NON-VOTING MEMBER:	David Karaffa	Absent	
	(School Board Appointee)		

Ms. Jordan's absence was excused.

CITY STAFF: Present were Mr. Laurence Bradley, Growth Management Director; Mr. Patrick Murphy, Assistant Growth Management Director; Mr. Christopher Balter, Senior Planner; Ms. Chandra Powell, Recording Secretary; Ms. Jennifer Cockcroft, Deputy City Attorney.

ADOPTION OF MINUTES:

1. Special Planning and Zoning Board/Local Planning Agency Meeting 2021-02; January 19, 2021. Motion by Ms. Maragh, seconded by Mr. Hill to approve the minutes as presented. The motion carried with members voting unanimously.

The board resumed consideration of items in the order shown on the agenda.

OLD BUSINESS:

1. ****FS-2-2020 – SABAL PALM SQUARE - 2501 LLC (BRUCE MOIA, P.E., REP.)**

Mr. Balter presented the staff report for Case FS-2-2020. The applicant had requested Final Plat approval of a proposed 3-lot commercial development called Sabal Palm Square. Staff recommended Case FS-2-2020 for approval with conditions.

Mr. Bruce Moia, P.E. of MBV Engineering, Inc. (representative for the applicant) stated that the subject shopping center had existed for many years with several outparcels. Changes in parking requirements over time had resulted in extra parking spaces that could now be used to create two more commercial outparcels.

Mr. Boerema inquired whether the dispute between the applicant and Chili's Restaurant had been resolved regarding the Cross Easement and Restriction Agreement. Mr. Moia explained that the legal issue would have to be worked out when a site plan for a specific project was submitted.

Mr. Weinberg wanted to know how many parking spaces would be removed. Mr. Moia indicated that there was an abundance of parking spaces, and the property would be reconfigured to meet parking requirements. Mr. Balter stated that the shopping center was over parked by 70 parking spaces.

The floor was opened and closed for public comments; there were no comments from the audience, and there was one item of correspondence in the file.

Motion by Mr. Hill, seconded by Mr. Boerema to submit Case FS-2-2020 to City Council for Final Plat approval of a proposed 3-lot commercial development called Sabal Palm Square, subject to the staff recommendations contained in the staff report. The motion carried with members voting unanimously.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 3/4/2021

RE: Appointment of two (2) 'at-large' members to the Recreation Advisory Board.

The terms of Warren "Scott" Duncan and Jaclyn Bounaito will expire on February 28, 2021.

The positions have been announced at several regular Council meetings and applications solicited for same. The following applications have been received:

Phil DeFranco
570 Truman Street, SW 32908

Thomas Gaume
1700 Lantana Court, NW 32907

REQUESTING DEPARTMENT:

Legislative

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to appoint two (2) at-large members to serve on the Recreation Advisory Board.

ATTACHMENTS:

Description

P. DeFranco

T. Gaume



APPLICATION FOR MEMBERSHIP / City Boards or Committees

City of Palm Bay • 120 Malabar Road • Palm Bay, FL 32907
Phone: 321-952-3414 • www.palmbayflorida.org • Fax: 321-953-8971

BOARD/COMMITTEE

Name of Board/Committee:

Full Name:

Home Address:

City: Zip Code:

Telephone Number: Fax Number:

Email Address:

EMPLOYMENT

Employer: Occupation:

Address:

City: State: Zip Code:

Telephone Number: Fax Number:

Email Address:

Job Responsibilities:

EDUCATION

High School Name:

Location: Years Completed: Major/Degree:

College Business or Trade School:

Location: Years Completed: Major/Degree:

Professional School:

Location: Years Completed: Major/Degree:

Other:

Location: Years Completed: Major/Degree:

APPLICANT INFORMATION

Have you ever held a business tax receipt? Yes No *If yes, please provide the following:*

Title:

Issue Date: Issuing Authority:

If any disciplinary action has been taken, please state the type and date of the action taken:

Disciplinary Action: Disciplinary Date:

Are you a resident of the City? Yes No *If yes, how long?* Years Months

How long have you been a resident of Brevard County? Years Months

Are you a United States citizen? Yes No

Are you a registered voter of the City? Yes No

Are you employed by the City? Yes No *If yes, what department?*

Do you presently serve on a City board(s)? Yes No *If yes, please list board(s):*

Have you previously served on a City board(s)? Yes No *If yes, please list board(s):*

Are you currently serving on a board, authority, or commission for another governmental agency?

Yes No *If yes, what board(s):*

Have you ever been convicted or pled guilty to a criminal charge or pled nolo contendere (no contest)

to a criminal charge? Yes No *If yes, what charge:*

Where: When:

Disposition was: Convicted Pled Guilty Pled No Contest

Have your civil rights been restored? Yes No

Are you a member or participant of any community organizations? Yes No

If yes, please list:

What are your hobbies / interests?

Why do you want to serve on this board / committee?

Section 760.80, Florida Statutes, requires certain information on statutorily created boards to be filed on an annual basis. Please complete the following.

Race: Gender: Physically Disabled:

APPLICATION CERTIFICATION

By filing this application with the City of Palm Bay and placing my signature below, I do hereby acknowledge the following:

1. This Application, when completed and filed with the Office of the City Clerk, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.
2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.
3. I consent to filing the Statement of Financial Interests if required for this board.
<http://www.ethics.state.fl.us>
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with the following:

Code of Ethics for Public Officials (Florida Statutes, Chapter 112, Part III)
Florida Sunshine Law (Florida Statutes, Chapter 286)
<http://www.flsenate.gov/Statutes>
5. I understand the responsibilities associated with being a board/committee member, and I will have adequate time to serve on this board/committee.

The information provided on this form is true and correct, and consent is hereby given to the City Council or its designated representative to verify any and/or all information provided.

Signature:
Date:

Mail the application to:
City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, Florida 32907

Fax the application to:
321-953-8971

SUBMIT FORM



APPLICATION FOR MEMBERSHIP / City Boards or Committees

City of Palm Bay • 120 Malabar Road • Palm Bay, FL 32907
Phone: 321-952-3414 • www.palmbayflorida.org • Fax: 321-953-8971

BOARD/COMMITTEE

Name of Board/Committee:

Full Name:

Home Address:

City:

Zip Code:

Telephone Number:

Fax Number:

Email Address:

EMPLOYMENT

Employer:

Occupation:

Address:

City:

State:

Zip Code:

Telephone Number:

Fax Number:

Email Address:

Job Responsibilities:

EDUCATION

High School Name:

Location:

Years Completed:

Major/Degree:

College Business or Trade School:

Location:

Years Completed:

Major/Degree:

Professional School:

Location:

Years Completed:

Major/Degree:

Other:

Location:

Years Completed:

Major/Degree:

What are your hobbies / interests?

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Signature:



Date:

Mail the application to:

City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, Florida 32907

Fax the application to:

321-953-8971



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 3/4/2021

RE: Consideration of rescheduling the second regular Council meeting in March 2021.

At the last Council Meeting, two members of Council expressed interest in attending the Florida Black Caucus of Local Elected Officials Spring Conference from March 18th-19th, in Kissimmee. March 18th is the second regular Council meeting.

A request has been made to reschedule the March 18th meeting to Tuesday, March 16th. Staff has advised there are no conflicts with advertising requirements.

REQUESTING DEPARTMENT:

Legislative

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to reschedule the second regular Council meeting in March from Thursday, March 18th, to Tuesday, March 16th.