



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

## **AGENDA**

### **Regular Council Meeting 2021-09 Thursday**

**April 1, 2021 - 7:00 PM  
Council Chambers, 120 Malabar Road SE, Palm Bay FL 32907**

#### **CALL TO ORDER:**

#### **INVOCATION:**

#### **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 Business Improvement District Board (represents 'at-large' members who own a commercial property or operate a business within the District; preferably members of the Palm Bay Chamber of Commerce).++
3. 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).++
4. Three (3) vacancies on the Youth Advisory Board (represents 'at-large student member' positions).++
5. One (1) vacancy on the Youth Advisory Board (represents 'adult member' position).++

#### **AGENDA REVISIONS:**

#### **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 2021-06; March 4, 2021.

2. Adoption of Minutes: Special Council Meeting 2021-08; March 23, 2021.
3. Miscellaneous: 'Cooperative Purchase', Mobile generator package (Florida Sheriff's Association Contract) - Building Department (L.J. Power - \$138,698).
4. Miscellaneous: Nash Street Repump Station Rehabilitation, Task Order 19-10 (Amendment 2) - Utilities Department (Wade Trim - \$69,536).
5. Ordinance 2021-19, amending the Fiscal Year 2020-2021 budget by appropriating and allocating certain monies (second budget amendment), first reading.
6. Ordinance 2021-20, amending the Code of Ordinances, Chapter 52, Boards, Subchapter 'Sustainability Board' by modifying the name of the board and revising quorum requirements, first reading.
7. Ordinance 2021-21, amending the Code of Ordinances, Chapter 93, Real Property Nuisances, Subchapter 'Unsightly and Unsanitary Conditions', by including additional provisions relating to unimproved real property, first reading.
8. Consideration of a Right-of-Way Use Agreement for the installation of a fence at 1802 Cajeput Court NW.
9. Consideration of a Ground Lease Agreement with Brightline Trains Florida, LLC for the construction of a new railroad bridge over Turkey Creek.
10. Consideration of advancing Unit 30, Madden Avenue and Osmosis Drive ahead of remaining GO Road Bond Paving Program, Phase 2, road paving units.
11. Consideration of amending capital equipment purchase for slope mowing and cutbacks throughout the City (Public Works Department - \$62,349 savings).
12. Consideration of allocating Undesignated Fund Balance to repay Brevard County for ineligible HOME Program income expenses (\$58,110).
13. Consideration of appropriating personnel and operating funding for a Community Outreach Coordinator within the Building Department (\$69,066).
14. Consideration of utilizing Undesignated Fund Balance for spent lime removal (Utilities Department - \$50,000).
15. Acknowledgement of the Semi-Annual Report of Formal Solicitations awarded by the Procurement Department from October 1, 2020 to March 18, 2021.

#### **RECOGNITIONS AND PROCLAMATIONS:**

1. Water Conservation Month - April 2021.

#### **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. Ordinance 2021-14, amending the Code of Ordinances, Chapter 54, Franchises, by repealing the subchapter titled 'Solid Waste Collection', in its entirety, final reading.
2. Ordinance 2021-15, amending the Code of Ordinances, Chapter 54, Franchises, by creating a new subchapter to be titled 'Solid Waste Collection', final reading.
3. Ordinance 2021-16, amending the Code of Ordinances, Chapter 150, Solid Waste Management, subchapters 'General Provisions' and 'Solid Waste Collection', by modifying and updating provisions contained therein, final reading.



4. Ordinance 2021-17, vacating a portion of the rear public utility and drainage easement located within Lots 33 and 34, Block 1842, Port Malabar Unit 39 (Case VE-1-2021, Richard Defay), final reading.
5. Ordinance 2021-18, vacating a portion of the rear public utility and drainage easement located within Lot 17, Block 2367, Port Malabar Unit 45 (Case VE-2-2021, David Devenney), final reading.
6. Ordinance 2021-22, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located at the northwest corner of Jupiter Boulevard and Brevard Avenue, from Single Family Residential Use to Multiple Family Residential Use and Commercial Use (23.862 acres)(Case CP-1-2021, Sachs Capital Group, LP), first reading.
7. Ordinance 2021-23, rezoning property located at the northwest corner of Jupiter Boulevard and Brevard Avenue, from RR (Rural Residential District) to RM-10 (Single-, Two-, Multiple-Family Residential District) and NC (Neighborhood Commercial District) (23.862 acres) (Case CPZ-1-2021, Sachs Capital Group, LP), first reading (Quasi-Judicial Proceeding).
8. Request by Richard DeFay for a variance to allow a proposed swimming pool and screen enclosure to encroach 6.00 feet into the 10-foot rear accessory structure setback (0.48 acres) (V-7-2021) (Quasi-Judicial Proceeding).

#### **UNFINISHED AND OLD BUSINESS:**

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

#### **COUNCIL REPORTS:**

#### **NEW BUSINESS:**

1. Consideration of utilizing Parks Impact Fees for the development and construction of a Disc Golf Course adjacent to Fred Poppe Regional Park.
2. Consideration of councilmembers attending the Institute for Elected Municipal Officials, May 7-9, 2021, in Tampa.

#### **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**

**DATE:** 4/1/2021

**RE:** Adoption of Minutes: Regular Council Meeting 2021-06; March 4, 2021.

**ATTACHMENTS:**

**Description**

**Minutes - RCM 2021-06**

# **CITY OF PALM BAY, FLORIDA**

## **REGULAR COUNCIL MEETING 2021-06**

Held on Thursday, the 4<sup>th</sup> day of March 2021, at the City Hall Council Chambers, 120 Malabar Road, SE, 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.

Senior Pastor Jerry Klemm, Covenant Presbyterian Church, Palm Bay, gave the invocation which was followed by the Pledge of Allegiance to the Flag.

### **ROLL CALL:**

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

**CITY STAFF:** Present was Joan Junkala-Brown, Director of Community and Economic Development; Laurence Bradley, Growth Management Director; Fred Poppe, Parks and Recreation Director.

### **ANNOUNCEMENT(S):**

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

- 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 REVISION(S):**

1. Ms. Sherman announced that Ordinance 2021-11 (Item 2, under Public Hearings) had been revised by correcting the lot count to 171 under the second 'Whereas' clause and removing condition 'H' under Section 2.

**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. Felix, that the Consent Agenda be approved as presented, with the removal of Items 1, 9, and 11, 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 2021-04; February 4, 2021.**

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

**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)).**

Staff Recommendation: Approve Change Order 1 to the Malabar Road pipe repair project, Project 20SU12, with Insituform Technologies, LLC (Chesterfield, Missouri), in the amount of \$114,958 (\$57,400, plus 5% contingency of \$57,558), utilizing the Stormwater Utility Fund Undesignated Fund Balance.

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

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

Staff Recommendation: Approve the 'cooperative purchase' of a TV inspection vehicle from CUES, Inc. (Orlando), utilizing the Houston-Galveston Area Council contract, in the amount of \$185,452.

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

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

Staff Recommendation: Authorize the execution of Task Order 21-07-IS for the Water Master Plan Update, against Master Agreement 36-0-2020, with Infrastructure Solution Services, in the amount of \$224,230.

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

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

The City Attorney read the ordinance in caption only.

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

**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.**

The City Attorney read the ordinance in caption only.

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

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

Staff Recommendation: Authorize the City Manager to execute the Community Development Block Grant (CDBG) Program Grant Agreement for Fiscal Year 2020-2021.

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

**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.**

Staff Recommendation: Authorize staff to exceed the \$20,000 maximum award for SHIP Emergency Repair strategy by \$5,000 under the approved LHAP for necessary unforeseen repairs to 931 Crocus Street NE.

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

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

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

Bill Battin, resident, asked if Midwest Dental would still be eligible if they did not meet the employment criteria.

Mrs. Junkala-Brown said the one hundred percent (100%) completion for the abatement for L3Harris Technologies would not be until Fiscal Year 2026. She detailed the reasons for same. She said that Midwest Dental was to receive its Certificate of Occupancy this year so the ad valorem tax abatement would not be effective until the 2021 property tax year.

Mr. Bailey asked if there was a deadline to receive the Certificate of Occupancy. Mrs. Junkala-Brown said, per the statute, there was no requirement to perform within a certain period of time. The City could, through an Economic Development Incentive Agreement, require a performance period which was typically three (3) years. Mayor Medina said that agreement option should be used in the future. Mrs. Junkala-Brown answered questions posed by councilmembers.

Motion by Mr. Bailey, seconded by Deputy Mayor Johnson, to accept the 2020 Annual Reports from L3Harris Technologies and Midwest Dental Arts for the City's Ad Valorem Tax Abatement Program. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

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

Staff Recommendation: Approve the appropriation of \$58,791 from General Fund Undesignated Fund Balance for Fiscal Year 2021 Disaster Recovery Solution hardware and software maintenance on the next scheduled budget amendment.

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

**11. Consideration of prepayment of the Utility Special Assessment Bonds, Series 2003A.**

Staff Recommendation: Approve the prepayment of the Utility Special Assessment Bonds, Series 2003A.

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to prepay the Utility Special Assessment Bonds, Series 2003A.

Mr. Bailey asked what would happen with the dollars that were saved. Ms. Sherman said the funds had to be used for the purpose in which the original assessment was created, so it would be placed towards infrastructure in those units.

Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

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

Staff Recommendation: Approve the appropriation of \$5,700 from the General Fund Undesignated Fund Balance into the Finance Revenue division credit card acceptance line-item budget on the next scheduled budget amendment.

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

**13. Consideration of travel and training for specified City Employees (Public Works Department).**



Staff Recommendation: Approve the travel and training as specified.

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

## **RECOGNITIONS AND PROCLAMATIONS:**

The proclamations were read.

- 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.** Pastor Delgado presented the Police, Fire, and Parks and Recreation Departments with a \$1,000 check each for their assistance with the event.

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

There were no public comments.

## **PUBLIC HEARING(S):**

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

The public hearing was opened. Ms. Sherman presented the request to Council. The public hearing was closed.

Motion by Deputy Mayor Johnson, seconded by Mr. Foster, to approve the CARES Act Substantial Amendment 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. 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.**

The Planning and Zoning Board recommended that the request be approved, subject to the staff comments contained in the Staff Report.

The City Attorney read the ordinance in caption only. The public hearing was opened. Jake Wise, Construction Engineering Group, LLC, and representative for the applicant, presented the request to Council. He said that the townhomes were eliminated from the original plan and an additional access was included.

Mr. Bailey said that Item H was deleted from the conditions and asked if it was at the request of staff or the applicant. Ms. Sherman said it was removed by staff. Mr. Bailey said that Fairway Crossings had a back entrance roadway that intersected with the proposed development. Mr. Wise said it had always been part of the master plan that the two communities would be interconnected.

Mr. Felix said he was a resident of Fairway Crossings and hoped that the applicant would work with the homeowner's association (HOA) to address concerns. Mr. Wise said an additional gate would be considered and he would look into speeding/traffic issues.

Mayor Medina said his main concern was the two (2) points of access flowing onto Cogan Drive. He wanted to see an access point onto another main corridor. Mr. Wise said he was currently working with Summerfield HOA to create an emergency only access point which would connect directly to Eldron Boulevard.

Mr. Bailey asked staff if a third access was ever required. Mr. Bradley responded that it was not a requirement and advised that staff had conversations with Summerfield asking to reconsider the access, but Summerfield was not willing to grant access because they did not want to allow access to incoming traffic from Eldron Boulevard.

Bill Battin, resident, said that the City should not blame or hold the developers responsible for decisions made by previous Councils.

Betty Arnold, President of Fairway Crossings HOA, said the original Easement Agreement was executed around 2005, which gave access for further development behind Fairway Crossings, across its roadway to Stonbriar Drive and out to Cogan Drive. A Road Sharing Agreement was executed in 2006 and D.R. Horton was the Board of Directors at that time. Ms. Arnold said there were no minutes reflecting the approval of

the Road Sharing Agreement and was unsure if the agreement was valid. She expressed concern for children due to speeding on Cogan Drive. Ms. Arnold answered questions posed by councilmembers.

Robert Stise, President of Summerfield HOA, expressed safety concerns with the access point. He had no problem with a gate for emergency purposes only but questioned who would be responsible if the gate was damaged. He also asked for placement of a vinyl fence along the preserve road and installation of barbed wire to prohibit all-terrain vehicles (ATVs).

Mr. Wise responded to comments and said that the applicant was willing to work with the HOAs, with safety being the main priority.

The public hearing was closed.

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to approve Ordinance 2021-11, subject to the staff comments A-F contained in the Staff Report being addressed upon submission of the administrative construction plan approval.

Mr. Foster said he would support the request for the first reading, but safety was still a major concern. He strongly encouraged the applicant to work with the HOAs and residents regarding an emergency access.

Mr. Bailey said there was no evidence presented that there would be a safety issue for not having a third exit. He did not feel it was an issue and it was said that there were other communities with the same number of residents that only had one exit. He felt there was no reason to deny the request.

Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

**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)**

The Planning and Zoning Board recommended that the request be denied.

The City Attorney read the ordinance in caption only. The public hearing was opened. Councilman Bailey presented the request to Council.

Bruce Moia, MBV Engineering, questioned if the request could be brought back to Council with significant changes if the initial request were denied by Council. Ms. Smith clarified that “substantial” would mean changing the project from what was initially presented. Mr. Moia said there may be instances in which the representative for the applicant could not make major decisions on behalf of the applicant immediately at the meeting and then the request may end up being denied. He referenced language that was part of Brevard County’s ordinance. There was further discussion on examples of substantial changes.

Motion by Mr. Bailey to continue the item to later in the meeting to allow staff to review Brevard County’s language. Mayor Medina asked that public comments be heard.

Phil Weinberg, resident and Chairman of the Planning and Zoning Board (P&Z), felt the language should reflect that staff should determine if the requests were substantially different. The public hearing was closed.

Motion by Mr. Bailey, seconded by Deputy Mayor Johnson, to continue the item after Item 5, under Public Hearings.

Motion carried with members voting as follows:

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

**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)**

The Planning and Zoning Board recommended that the request be denied.

The City Attorney read the ordinance in caption only. The public hearing was opened. Councilman Bailey presented the request to Council. Mr. Bradley explained the proposed ordinance amendments.

Residents of Plantation Circle spoke in favor of the request and explained their reasons for same.

Phil Weinberg, resident and Chairman of the Planning and Zoning Board, felt the ordinance would set a dangerous precedent. He said that residents of Plantation Circle knew they had a voice, and it was heard. The case related to Plantation Circle was presented to P&Z six (6) times and P&Z voted in favor each time. Mr. Weinberg did not feel that a super majority vote was needed.

The public hearing was closed.

Motion by Mr. Bailey, seconded by Mayor Medina, to approve Ordinance 2021-13.

Mayor Medina said this was about restoring something that was taken away from the residents. He said it was giving the residents a tool of engagement and being part of the communication process with City Council. He supported the request.

Mr. Felix felt that while this request invoked the rights of the property owners, it restricted the rights of the developers.

Mr. Foster said the ordinance was not needed to file a protest for property rights. It was provided by the State Constitution and Florida Statutes. He felt this took away due process and did not treat businesses fairly in Palm Bay. He did not support the request.

Mayor Medina felt this provided residents with a tool for Council to hear their voice. Deputy Mayor Johnson said this was not just about Plantation Circle, but the City as a whole. He said it was not about the law, but he could not support the request. Mr. Felix said in looking at the City overall, he was concerned that the City could not grow for business and a business tax base needed to be built. He did not support the request.

Mr. Bailey said the Supreme Court ruled that this was not only constitutional, but also desirable. He said that if the motion failed, there was other language in the ordinance that he felt should still move forward or be brought back for Council's consideration.

Motion failed with members voting as follows:

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

**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).**

The Planning and Zoning Board recommended that the request be approved, subject to the staff recommendations contained in the Staff Report.

The public hearing was opened. Bruce Moia, MBV Engineering, Inc., and representative for the applicant, presented the request to Council. The public hearing was closed.

Motion by Mr. Bailey, seconded by Deputy Mayor Johnson, to approve the request, subject to the staff recommendations and conditions contained in the Staff Report being completed and approved during the administrative site plan review. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

Note: Item 3, under Public Hearings, was continued earlier in the meeting and considered at this time.

**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)**

The public hearing was opened.

Ms. Smith read the following language which would be included in Section 51.04, Withdrawals, and Section 51.05, Denial of Request by Council or Board:

**Section 51.04 WITHDRAWALS.**

In the event an applicant withdraws a matter 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. >>However, the six (6) month period may be waived if there is a substantial change in the application. The Growth Management Director shall determine if the subsequent application is substantially different from the previously withdrawn application by evaluating the reasons for withdrawal, consistency with the comprehensive plan, compatibility with the surrounding area

and other applicable factors in the land development code.<< 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. >>However, the twelve (12) month period may be waived if there is a substantial change in the application. The Growth Management Director shall determine if the subsequent application is substantially different from the previously denied application by evaluating the reasons for denial, consistency with the comprehensive plan, compatibility with the surrounding area and other applicable factors in the land development code.<< 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.

The public hearing was closed.

Motion by Mr. Bailey, seconded by Deputy Mayor Johnson, to approve Ordinance 2021-12, with the additional amendments as read by the City Attorney.

Mr. Foster reiterated his comments and that he did not support the ordinance.

Motion carried with members voting as follows:

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

Council resumed the consideration of items in the order as shown on the agenda.

**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.**

Deputy Mayor Johnson advised that he was recently approached by two (2) residents that desired to serve on the Recreation Advisory Board. Although the deadline had passed to receive applications for consideration at tonight's meeting, he asked if Council would be willing to extend the application deadline to Wednesday, March 10<sup>th</sup>, and all applications received by that date would be considered at the March 18<sup>th</sup> Council meeting.

Mayor Medina asked if staff would have any quorum issues without the appointment of the positions tonight. Mr. Poppe said that as long as the current members were in attendance at the board meetings, there were no quorum issues. Mayor Medina had no issue with extending the deadline for consideration at the first meeting in April.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to extend the application deadline to March 24<sup>th</sup>, with appointments to be made at the April 1<sup>st</sup> Council meeting.

Mr. Felix said that he was working with staff on creating an orientation for newly appointed board members.

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 said that the length of Council meetings had to be reduced. He said it was unfair to keep staff and residents at a meeting until 1:00 a.m. There should be no repetitive comments and there needed to be better order of proceedings.

2. Mr. Foster felt that official letters from councilmembers should be sent by one official, showing a unified front. He said it should come from the Mayor and personal opinions should be removed. The same letter should not be sent from multiple members of Council.



Mr. Bailey said that he had sent out letters and was later informed that Mayor Medina had sent out similar letters, but he felt it was important for each councilmember to have a voice on issues.

3. Deputy Mayor Johnson re-appointed Denise Bowes-Valcin to the Recreation Advisory Board.

**NEW BUSINESS:**

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

Staff Recommendation: Reschedule the second regular Council meeting in March from Thursday, March 18, to Tuesday, March 16, 2021.

Bill Battin, resident, did not agree with rescheduling the meeting because two (2) councilmembers wanted to attend a racially identifiable conference. He said that pursuant to the City Charter, councilmembers could miss a certain number of meetings. A majority of Council would still be present.

Councilmembers Felix and Foster responded and took offense to Mr. Battin's comments and stated their reasons for same. They stated they would drive back to attend the Council meeting if necessary.

Deputy Mayor Johnson advised that councilmembers could attend via teleconference. Mrs. Lefler confirmed same and added that a physical quorum must be present. Mr. Foster said he would be physically present for the meeting.

Council concurred to leave the meeting as is on March 18<sup>th</sup>.

**ADMINISTRATIVE AND LEGAL REPORTS:**

1. Ms. Sherman provided a brief update on the activities of the City's lobbyist.

**PUBLIC COMMENTS/RESPONSES:**

There were no comments.

**ADJOURNMENT:**

There being no further business, the meeting adjourned at the hour of 11:06 p.m.

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Robert Medina, MAYOR

ATTEST:

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Terri J. Lefler, DEPUTY CITY CLERK



## **LEGISLATIVE MEMORANDUM**

**DATE:** 4/1/2021

**RE:** Adoption of Minutes: Special Council Meeting 2021-08; March 23, 2021.

**ATTACHMENTS:**

**Description**

**Minutes - SCM 2021-08**

# **CITY OF PALM BAY, FLORIDA**

## **SPECIAL COUNCIL MEETING 2021-08**

Held on Tuesday, the 23<sup>rd</sup> day of March 2021, at the City Hall Council Chambers, 120 Malabar Road, SE, 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 6:00 P.M.

### **ROLL CALL:**

|                       |                 |         |
|-----------------------|-----------------|---------|
| <b>MAYOR:</b>         | Rob Medina      | Present |
| <b>DEPUTY MAYOR:</b>  | Kenny Johnson   | Present |
| <b>COUNCILMEMBER:</b> | Jeff Bailey     | Present |
| <b>COUNCILMEMBER:</b> | Randy Foster    | Present |
| <b>COUNCILMEMBER:</b> | Donny Felix     | Present |
| <b>CITY MANAGER:</b>  | Suzanne Sherman | Present |
| <b>CITY ATTORNEY:</b> | Patricia Smith  | Present |

Also present were Jill Jacobs, Deputy City Attorney; Margaret Sheffield, Court Reporter.

### **BUSINESS:**

Attorney-client session scheduled to discuss the following pending litigation to provide the City Attorney/Attorneys advice confined to settlement negotiations or strategy sessions related to litigation expenditures:

#### **1. Robbie Plante versus City of Palm Bay (OJCC Case 14-007104RLD; Date of Accident 02/28/2009).**

The Mayor announced the names of the individuals who would be in attendance at the session. He stated the session would last approximately thirty (30) minutes.

The City Council moved to the City Manager's Conference Room to hold the attorney-client session and returned to the Council Chambers at the conclusion of same.

### **ADJOURNMENT:**

There being no further business, the meeting adjourned at the hour of 6:28 P.M.

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Robert Medina, MAYOR

ATTEST:

---

Terese M. Jones, CITY CLERK



## LEGISLATIVE MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Suzanne Sherman, City Manager

**THRU:** Valentino Perez, Chief Building Official; Juliet Misconi, Chief Procurement Officer

**DATE:** 4/1/2021

**RE:** Miscellaneous: 'Cooperative Purchase', Mobile generator package (Florida Sheriff's Association Contract) - Building Department (L.J. Power - \$138,698).

The Building Department is currently in a leased office that does not provide an alternative power source in the event of a power outage. The Building Department is seeking approval to utilize the Florida Sheriffs Association Cooperative Purchasing Program Contract FSA20-EQU18.0 Heavy Equipment contract for the purchase of a TecnoGen 200kW Mobile Generator Package, # FP225TSX. L.J. Power, Inc. to furnish and install 200kW Mobile Generator to provide an alternative power source for the Building Department's leased office location located at 190 Malabar Rd SW, Suite 105, Palm Bay, FL 32098. This contract is valid through September 30, 2023. Utilizing this contract provides the City with the opportunity to quickly move forward with the purchase and installation of the mobile generator. This process involves installing a manual transfer switch to bring power to the leased space from the portable generator in the event of a power outage. This approach is ideal for the department, city, and citizens as it will enable the department to continue operations in the event of a power outage and allow the generator to be relocated at the end of the lease.

As the funding for this purchase is not included in the FY 2021 Approved Budget, the Building Department is requesting to appropriate \$139,698 to account 451-3120-524-6401/Equipment to cover purchase costs and installation of the equipment. Funding is available in the Building Fund Undesignated Fund Balance account 451-0000-392-3006.

Building Department staff also reviewed Sourcewell CAT Contract #120617-CAT, formerly known as the National Joint Powers Alliance (NJPA) consortium for Generators and determined that the Florida Sheriffs Association Cooperative Purchasing Program contract best meets the scope of work needs for the purchase and installation for alternative power source power in the event of a power outage.

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.

Staff is requesting to utilize the Florida Sheriffs Association Cooperative Purchasing Program Contract FSA20-EQU18.0 Heavy Equipment, which expires September 30, 2023, for the purchase and installation of a 200kW Mobile Generator from L.J. Power, Inc. out of Melbourne, Florida

**REQUESTING DEPARTMENT:**

Procurement, Building Department

**FISCAL IMPACT:**

Funding for this request is not included in the current fiscal year approved budget, appropriation of \$139,698 is being requested from Building Fund's Undesignated Fund Balance to account 451-3120-524-6401/Equipment to cover purchase and installation costs on FY 2021 Budget Amendment #3.

**RECOMMENDATION:**

Motion to approve the purchase of the TecnoGen 200KW Mobile Generator Package, Model FP225TSX, for Building Department from L.J. Power out of Melbourne, Florida utilizing cooperative purchasing program Florida Sheriff's Association #FSA20-EQU18.0.

**ATTACHMENTS:**

**Description**

FI Sheriff Bid

Mobile Generator Quote

FL Sheriff Bid Option Pricing List

Budget Amendment

FSA20-EQU18.0, Heavy Equipment

**Group:** GENERATOR: 150kW Mobile Generator Package

**Item:** 123, TechnoGen, FP200TSX, FP200TSX

| Zone     | Rank    | Vendor           | Price       | Build File            | Options File            |
|----------|---------|------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | L.J. POWER, Inc. | \$94,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | L.J. POWER, Inc. | \$94,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | L.J. POWER, Inc. | \$94,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | L.J. POWER, Inc. | \$94,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |



| Quote Number  | Quote Name                             | Quote Date                   | Expiration Date  | Currency            |                     |
|---|--|------------------------------|--|---------------------|---------------------|
| 210310-043  | City of Palm Bay – Building Department | 03/18/2021                   | 04/18/2021   | USD                 |                     |
| Sales Person  | Manufacturing Plant                    | Quote Entered By             | Contact No.  |                     |                     |
| Dustin Mook   | L.J. Power Inc.                        | Dustin Mook                  | 321-544-5575   |                     |                     |
| Project:  |  | Ship To (FOB Factory):       |  |                     |                     |
| Building Department                                       |  | Freight to Jobsite Included. |  |                     |                     |
| <b>PER: FSA20-EQU18.0: Heavy Equipment – Bid Item 123</b> |  |                              |  |                     |                     |
| Line No.  | Qty                                    | Part                         | Description  | Unit Price          | Extended Total      |
| 000010  | 1                                      | FP200TSX                     | 150KW Mobile Generator Package (BASE BID)  | \$94,000.00         | \$94,000.00         |
| 000020  | 1                                      | FP225TSX                     | Tier4F 200KW Rental Grade Generator  | \$16,188.00         | \$16,188.00         |
| 000030  | 9                                      | CL Cable-400                 | 50' 400 Amp Power Cable w/ Camlocks on Both Ends   | \$3,600.00          | \$3,600.00          |
| 000040  | 1                                      | SBDPD600                     | 600A Dual Purpose Docking Station w/ Breaker   | \$18,560.00         | \$18,560.00         |
| 000050  | 1                                      | Install                      | Install MTS to the left of the cable box. Install new conductors from the existing disconnect to the new MTS and then from the MTS to the service entrance conductors. <b>(DISCOUNTED 30%)</b> | \$10,500.00         | \$7,350.00          |
| <b>000060</b>   | <b>1</b>                               | <b>TOTAL</b>                 | <b>INCLUDES FREIGHT AND INSTALLATION</b>   | <b>\$142,848.00</b> | <b>\$139,698.00</b> |
| <b>ESTIMATED LEAD TIMES:</b>                              |  |                              |  |                     |                     |
| <b>GENERATOR: AVAILABLE IMMEDIATELY</b>                   |  |                              |  |                     |                     |
| <b>ROATARY DOCKING STATION: 8 WEEK LEAD TIME</b>          |  |                              |  |                     |                     |

| Model                  | Engine Manufacturer | Frequency / Speed (RPM)     | Ambient (Min/Max)        |
|------------------------|---------------------|-----------------------------|--------------------------|
| FP225TSX               | FPT                 | 60 Hz / 1800                | -18 °C / 25 °C           |
| Duty / Alt Temp Rise   | Engine Model        | Engine Control Voltage (DC) | Elevation                |
| Standby / 125 °C       | NEF67               | 24                          | 1000 Ft                  |
| Genset Agency Approval | Engine HP           | Fuel Type                   | Enclosure / Mount Method |
| UL2200                 | 224                 | Diesel                      | Enclosed                 |



| <u>Output Rating<br/>(kw/kva)</u> | <u>Full Load Amps –</u> | <u>Voltage (L-L) -<br/>Connection</u> | <u>Phase / Power Factor</u> |
|-----------------------------------|-------------------------|---------------------------------------|-----------------------------|
| 200 KW / 225 kVA                  | <b>628</b> / 544/ 272   | <b>208 3P</b> / 240 3P/ 480 3P        | Three                       |

## ALTERNATOR

Alternator Insulation: Class H

Exciter Field Circuit Breaker: No

Alternator Excitation: AREP

## ENGINE

Engine Governor Type: Electronic

Coolant Radiator: Unit mounted

Coolant Heater: Unit Mounted

Battery: Standard Starting Battery

## CONTROL

Genset Controller: Digital Controller

Controller Low Coolant Level: Yes

## ENCLOSURE

Enclosure Option: Steel – Sound Attenuated

Integrated Vibro Mounts: Elastomer

## EXHAUST

Exhaust Mounting Method: Internally Mounted

## POWER CONNECTION

Circuit Breaker: 1

1 Circuit Breaker Amp: 800 Amp

1 Circuit Breaker Volt Frame: 600

1 Circuit Breaker Pole: 4 Pole

1 Circuit Breaker Mount Loc.: Unit mounted

## Product Manuals

Copies of Operating Manual: 1

## WARRANTY

Engine Warranty: 2 Year / 3000 Hours

VAC Alternator Warranty: 2 Year / Unlimited Hours

All Other Generator Items: 1 Year/ 2000 Hours

## ENERMAX SERIES



TecnoGen's Enermax Series generator is built for reliability and is ideal for continuous heavy duty applications.

This series ranges in size from 25 kW to 1000kW and is equipped with market leading engines - Volvo, FPT, Kohler. Standard features include Deep Sea controller, camlocks, block heater, battery charger and external fuel connect.



100 Paper Place  
New Castle, DE 19720  
[www.TecnoGenUSA.com](http://www.TecnoGenUSA.com)

**(855) 303-7900**  
Fax (302) 231-1162  
[sales@ftgequipment.com](mailto:sales@ftgequipment.com)

## FP225TSX SPECIFICATIONS

| GENERATOR SPECS                 |                      |
|---------------------------------|----------------------|
| PRIME (kW)                      | 181                  |
| STANDBY (kW)                    | 200                  |
| RPM                             | 1800                 |
| VOLTAGE 1PH                     | N/A                  |
| VOLTAGE 3PH                     | 480/277V<br>208/120V |
| FREQUENCY (Hz)                  | 60                   |
| CONTROLLER BRAND                | Deep Sea             |
| CONTROLLER MODEL                | DSE7310              |
| ALTERNATOR MAKE                 | Leroy Somer          |
| ALTERNATOR MODEL                | LSA46.3S4            |
| SYSTEM VOLTAGE                  | 24V                  |
| SOUND LEVEL @ 23 FEET           | 70                   |
| AMPS                            |                      |
| SINGLE PHASE 120V zz (P.F. 0,8) | N/A                  |
| SINGLE PHASE 240V (P.F. 0,8)    | N/A                  |
| THREE PHASE 208V (P.F. 0,8)     | 628                  |
| THREE PHASE 240V (P.F. 0,8)     | 544                  |
| THREE PHASE 480V (P.F. 0,8)     | 272                  |
| ENGINE SPECS                    |                      |
| MAKE                            | FPT                  |
| MODEL                           | NEF67                |
| EPA LEVEL                       | Tler 4F              |
| CYLINDERS                       | 6                    |
| GROSS HP                        | 299                  |
| EXTERNAL FUEL VALVE             | YES                  |
| FUEL CONTAINMENT                | 110%                 |
| FUEL CONSUMPTION                |                      |
| FUEL CAPACITY (Gallons)         | 232                  |
| 75%                             | 9.14 gal/h           |
| RUN TIME @ 75%                  | 25                   |
| DEF                             |                      |
| DEF TANK CAPACITY (Gallons)     | 20                   |
| WEIGHTS AND DIMENSIONS          |                      |
| SKID W/O TRAILER                |                      |
| Dry WEIGHT (lbs.)               | 7187                 |
| Wet WEIGHT (lbs.)               | 8976                 |
| LENGTH (in.)                    | 154                  |
| WIDTH (in.)                     | 48                   |
| HEIGHT (in.)                    | 88                   |



TecnoGen's 225kVA generator uses the FPT engine coupled to an industry standard Leroy Somer alternator producing 181kW of prime power. Standard features include camlocks, block heater and battery charger. The Deep Sea controller makes retrieving vital stats like fuel levels, run time and start logs easy and the sealed doors and 2" thick insulation throughout gives this gen a 70 dBA rating.

The internal fuel capacity is 232 gallons allowing for a run time of up to 25 hours @ 75% load. The convenient external fuel hook-up allows for quick connect to an additional fuel cell if needed. The TecnoGen Enermax series is built for reliability and is ideal for continuous heavy-duty applications. Available on trailer or skid mounted.



| Bid Item | Order Code    | Description  | Price (Adder/Credit) |
|----------|---------------|--|----------------------|
| 123      | KL30TSX       | Credit: 27kW Rental Grade Gen  | \$ 64,431.00         |
| 123      | KL35TSX       | Credit: 33kW Rental Grade Gen  | \$ 58,931.00         |
| 123      | KL50TSX       | Credit: 40kW Rental Grade Gen  | \$ 54,619.00         |
| 123      | KL75TSX       | Credit: 68kW Rental Grade Gen  | \$ 30,956.00         |
| 123      | FP130TSX      | Credit: 113kW Rental Grade Gen   | \$ 16,931.00         |
| 123      | FP225TSX      | 200kW Rental Grade Gen   | \$ 16,188.00         |
| 123      | FP250TSX      | 220kW Rental Grade Gen   | \$ 34,819.00         |
| 123      | FP275TSX      | 240kW Rental Grade Gen   | \$ 43,694.00         |
| 123      | FP300TSX      | 267kW Rental Grade Gen   | \$ 52,444.00         |
| 123      | FP330TSX      | 290kW Rental Grade Gen   | \$ 61,194.00         |
| 123      | FP340TSX      | 300kW Rental Grade Gen   | \$ 72,319.00         |
| 123      | FP370TSX      | 325kW Rental Grade Gen   | \$ 81,043.00         |
| 123      | FP420TSX      | 367kW Rental Grade Gen   | \$ 89,717.00         |
| 123      | VO630TSX      | 550kW Rental Grade Gen   | \$ 145,978.00        |
| 123      | VO700TSX      | 605kW Rental Grade Gen   | \$ 148,190.00        |
| 123      | KL30FQ        | Credit: Mega Silent 27kW Rental Grade Gen                                | \$ 55,306.00         |
| 123      | KL50FQ        | Credit: Mega Silent 40kW Rental Grade Gen                                | \$ 40,181.00         |
| 123      | KL75FQ        | Credit: Mega Silent 68kW Rental Grade Gen                                | \$ 8,806.00          |
| 123      | FP130FQ       | Mega Silent 113kW Rental Grade Gen                                       | \$ 9,819.00          |
| 123      | FP170FQ       | Mega Silent 150kW Rental Grade Gen                                       | \$ 44,929.00         |
| 123      | FP200FQ       | Mega Silent 176kW Rental Grade Gen                                       | \$ 46,194.00         |
| 123      | FP230FQ       | Mega Silent 203kW Rental Grade Gen                                       | \$ 49,323.00         |
| 123      | FP265FQ       | Mega Silent 234kW Rental Grade Gen                                       | \$ 78,694.00         |
| 123      | FP300FQ       | Mega Silent 260kW Rental Grade Gen                                       | \$ 91,194.00         |
| 123      | FP310FQ       | Mega Silent 277kW Rental Grade Gen                                       | \$ 101,500.00        |
| 123      | FP350FQ       | Mega Silent 303kW Rental Grade Gen                                       | \$ 119,038.00        |
| 123      | FP365FQ       | Mega Silent 325kW Rental Grade Gen                                       | \$ 121,194.00        |
| 123      | FP400FQ       | Mega Silent 350kW Rental Grade Gen                                       | \$ 129,587.00        |
| 123      | FP440FQ       | Mega Silent 391kW Rental Grade Gen                                       | \$ 138,880.00        |
| 123      | VO660FQ       | Mega Silent 577kW Rental Grade Gen                                       | \$ 186,694.00        |
| 123      | VO725FQ       | Mega Silent 629kW Rental Grade Gen                                       | \$ 244,944.00        |
| 123      | Cable-100-3ph | 30' 3 Phase Power Cable - 100Amp   | \$ 1,500.00          |
| 123      | Cable-200-3ph | 30' 3 Phase Power Cable - 200Amp   | \$ 2,200.00          |
| 123      | Cable-400-3ph | 30' 3 Phase Power Cable - 400Amp   | \$ 3,300.00          |
| 123      | Plug-100      | 100 Amp 3 Phase Plug   | \$ 1,800.00          |
| 123      | Plug-200      | 200 Amp 3 Phase Plug   | \$ 2,000.00          |
| 123      | Plug-400      | 400 Amp 3 Phase Plug   | \$ 6,000.00          |
| 123      | CL Cable-100  | 50' 100 Amp Power Cable with Camlocks on both ends                       | \$ 300.00            |
| 123      | CL Cable-200  | 50' 200 Amp Power Cable with Camlocks on both ends                       | \$ 350.00            |
| 123      | CL Cable-400  | 50' 400 Amp Power Cable with Camlocks on both ends                       | \$ 400.00            |
| 123      | Pigtail-100   | 5' 100 Amp Pigtail / Camlok  | \$ 125.00            |
| 123      | Pigtail-200   | 5' 200 Amp Pigtail / Camlok  | \$ 150.00            |
| 123      | Pigtail - 400 | 5' 400 Amp Pigtail / Camlok  | \$ 175.00            |
| 123      | Bi-Annual-1   | 1 Minor and 1 Major w/ 2hr loadbank test for 201-605kW Rental Grade Gens | \$ 1,500.00          |
| 123      | Bi-Annual-2   | 2 Minor and 1 Major w/ 2hr loadbank test for 20-200kW Rental Grade Gens  | \$ 4,000.00          |
| 123      | Parallel Kit  | Paralleling Kit  | \$ 5,000.00          |
| 123      | SBDPDS200     | 200A Dual Purpose Docking Station w/ Breaker                             | \$ 13,360.00         |
| 123      | SBDPDS400     | 400A Dual Purpose Docking Station w/ Breaker                             | \$ 17,000.00         |
| 123      | SBDPDS600     | 600A Dual Purpose Docking Station w/ Breaker                             | \$ 18,560.00         |
| 123      | SBDPDS800     | 800A Dual Purpose Docking Station w/ Breaker                             | \$ 39,475.00         |
| 123      | SBDPDS1200    | 1000 & 1200A Dual Purpose Docking Station w/ Breaker                     | \$ 42,700.00         |
| 123      | SBDPDS1600    | 1600A Dual Purpose Docking Station w/ Breaker                            | \$ 44,900.00         |
| 123      | SBDPDS2000    | 2000A Dual Purpose Docking Station w/ Breaker                            | \$ 51,300.00         |

**Requesting Department/Division**  
**City Council Approval Date**

| Fund #/Name | Account # | Project # | Account Name | Revenue | Expense |
|-------------|-----------|-----------|--------------|---------|---------|
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|             |           |           | TOTAL        |         |         |

### Justification for Budget Amendment Request

|  |
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|  |
|--|

## Supporting Documentation Attached

Yes

| Yes | No | Justification, if "No" → |
|-----|----|--------------------------|
|     |    |                          |

### Signature/Approval Requirements

Authorized Department Designee

Budget Office Representative

**Budget Office Use Only:**

Budget Amendment #  
Budget Amendment Date  
Prepared By

H.T.E. Entry Date  
Entered By  
Date Journalized



## LEGISLATIVE MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Suzanne Sherman, City Manager

**THRU:** Christopher A. Little, P.E.; Juliet Misconi, Chief Procurement Officer

**DATE:** 4/1/2021

**RE:** Miscellaneous: Nash Street Repump Station Rehabilitation, Task Order 19-10 (Amendment 2) - Utilities Department (Wade Trim - \$69,536).

On August 23, 2019, the Chief Procurement Officer approved Wade Trim Task Order 19-10, Nash Street Repump Station Rehabilitation in the amount of \$79,758. This task order was for the design documents for the rehabilitation of the 32-year-old station. The design included the replacement of the existing motor control center (MCC) and four high service pumps. On April 23, 2020, the Chief Procurement Officer approved Amendment No. 1 to the task order in the amount of \$18,850. This amendment expanded the design to include replacement of interior piping and added an alternate bid item for the potential conversion of the existing liquid sodium hypochlorite disinfection system to a chloramination system. This amendment revised the total amount of the task order to \$98,608.

Wade Trim has submitted Amendment No. 2 to the task order in the amount of \$69,536. This amendment adds the detailed design of a chloramination system. It will also include additional chlorine and ammonia sampling locations and an ammonium sulfate dosing location. These items were not in the original task order; however, they have been identified as necessary to increase the water quality (disinfection residuals) leaving the Nash Repump Station. This amendment will increase the total amount of the task order to \$168,144.

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.

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 28-0-2005/BLM, from firms to provide continuing consulting services for water and wastewater engineering services for the Utilities Department. On July 7, 2005 Council approved the award of RFQ 28-0-2005/BLM to Wade Trim and authorized City staff to negotiate a Master Consultant Agreement. On August 12, 2005, the Master Agreement was executed. Task Order 19-10, Amendment No. 2 is in accordance with the Master Agreement. Although the City has a new continuing contract for Utilities Engineering services, Task Orders issued against Master Agreements prior to the agreement expiration remain valid until work is complete.

Staff has reviewed the scope of work and requests council approval to proceed with Amendment No. 2 to Task Order 19-10 in the amount of \$69,536.

**REQUESTING DEPARTMENT:**

Utilities, Procurement

**FISCAL IMPACT:**

The total amount for the amendment to the task order is \$69,536. Funds are available in the Utilities Department's Renewal/Replacement Fund 424-8022-533-6221, project 19WS10.

**RECOMMENDATION:**

Motion to authorize the execution of Wade Trim Task Order 19-10 – Amendment No. 2 for the Nash Street Repump Station Rehabilitation. The amended total for the task order will be \$168,144.

**ATTACHMENTS:**

**Description**

Wade Trim Task Order 19-10 - Amendment No.2

Wade Trim Task Order 19-10

Wade Trim Task Order 19-10 - Amendment No.1

## **CITY OF PALM BAY, FL**

### **NASH STREET REPUMP STATION REHABILITATION**

**In accordance with City's Master Contract #2005-28**

**March 22, 2021**

#### **TASK ORDER NO. 19-10 – Amendment No. 2**

#### **Section I. BACKGROUND**

On August 26, 2019, the City of Palm Bay authorized Wade Trim to proceed with Task Order 19-10 providing for the preliminary and final design of repumping facilities at the Nash Street Repump Station. The original scope of work included replacement in kind of the existing MCC and four high service pumps as well as media blasting and repainting of the aboveground exterior process piping. The configuration and the condition of the existing piping system was not fully understood until site visits and field measurements were made to verify the available record drawings.

On April 23, 2020, the City of Palm Bay amended the Task Order to expand the scope of the initial Design Technical Memorandum to include replacement of the interior piping associated with the suction and discharge of the four high service pumps and a potential conversion of the existing liquid sodium hypochlorite disinfection system to a chloramination system. The City uses chloramine disinfection at their water treatment plants. The Nash Street Repump Station currently uses sodium hypochlorite disinfection to increase disinfection levels in the distribution system downstream of the booster station. The sodium hypochlorite produces free chlorine which may be reacting with chloramines in the distribution system to form nitrogen trichloride; reducing the available disinfection residual.

Following the Technical Memorandum, the City decided to move forward with the detailed design of the chloramination system based on the Technical Memorandum finalized based on comments received at the August 26<sup>th</sup> review meeting. This amendment adds the detailed design of the chloramination system to the scope of work in Tasks 2, 3, and 4. One additional driver of this modification is to provide an increase in the control over the effluent disinfectant levels as operations has noted challenges addressing disinfectant levels when variances in the disinfectant residual levels in the reservoir occur. This amendment includes the detailed design and permitting of the chloramination system. The City has requested that the chlorine conversion be included as an alternate bid item in the design due to potential funding limitations.

The agreed-upon additional design components include:

1. Additional chlorine sampling location in the 24-inch DIP line from the reservoir to the pump intake manifold.
2. Ammonia sampling location in the 24-inch DIP line from the reservoir to the pump intake manifold.
3. Ammonium sulfate dosing location in the in the 24-inch DIP line from the reservoir to the pump intake manifold downstream of the sampling location.



4. Ammonia sampling location in the same location as the existing chlorine sampling location on the pump station effluent line.
5. A performance specification for a FRP prefabricated building with ventilation, not air conditioning, and slab on grade to house the ammonium sulfate system.

Items not included in this scope of work include:

1. Modification to the ground storage reservoir inlet.

Details of the additional scope of work are provided below.

## **Section II. SCOPE OF WORK**

Wade Trim agrees to perform the following additions to the existing tasks:

### **Task 1 – Preliminary Design Tech Memo**

No Change

### **Task 2 – 50% Design**

- a) No change under this amendment.
- b) Wade Trim will provide the following additional drawings provided as an alternate bid item:
  - a. C-01 ALT: Revised Site Plan
  - b. M-06 ALT: Chlorine Sample Piping and Sampler Modification Plans and Details
  - c. M-07 ALT: Ammonia Sample Piping and Sampler Plans and Details
  - d. M-08 ALT: Ammonium Sulfate Dosing System and Piping Plans, Sections, and Details
  - e. E-06 ALT: Electrical Site Plan and Legend
  - f. E-07 ALT: Alternate Electrical Design Drawings
  - g. I-03 ALT: Alternate Process and Instrumentation Diagrams
  - h. I-04 ALT: RTU Panel Modifications
- c) Wade Trim will work with Equipment Manufacturers to develop basis of design equipment selections, sizes, and specifications for the following items:
  - a. Ammonium Sulfate Building Performance Specification
    - i. One 20-foot deep geotechnical boring will be performed, and a geotechnical report will be included with the specifications to inform the foundation design.
  - b. Ammonia Sampling
  - c. Ammonium Sulfate Storage and Dosing
- d) Wade Trim will develop a separate Engineer's estimate of probable construction cost for the bid alternate.
- e) Wade Trim will provide a draft FDEP application 62-555.900(10 for a specific permit to construct PWS components.

### **Task 3 – 100% Design**

- a) No changes under this amendment.
- b) Wade Trim will develop the alternate design drawings to 100%.

- c) Wade Trim will develop the following alternate design specifications to 100%:
  - a. Div 01 – General Requirements – 2 Sections
  - b. Div 02 – Site Work – 6 Sections
  - c. Div 11 – Equipment – 6 Sections
  - d. Div 13 – Special Construction – 2 Sections
  - e. Div 16 – Electrical – 5 Sections
- d) Wade Trim will develop the alternate Engineer's estimate of probable construction cost to 100%.
- e) Wade Trim will revise the FDEP permit application, submit, and respond to RAI requests. The City will pay all permit application fees directly.

#### **Task 4 – Final Design**

- a) No changes under this amendment.
- b) Wade Trim will finalize the engineer's alternate cost estimate
- c) Wade Trim will finalize the alternate design drawings
- d) Wade Trim will finalize the alternate design specifications

### **SECTION III: PROJECT REPRESENTATIVES**

City of Palm Bay Utilities: Christopher A. Little, PE  
 321-952-3410  
 Christopher.Little@palmbayflorida.org

Wade Trim: Michael Demko, P.E.  
 321-728-3389  
 MDemko@wadetrim.com

### **SECTION IV: PERMITTING**

An FDEP specific permit to construct a potable water system component is anticipated.

### **SECTION VI: CITY'S RESPONSIBILITY**

No change from the original task order.

### **Section VII. DELIVERABLES**

No change from the original task order.

### **SECTION VII: SCHEDULE**

Work will begin within 5 days of notice-to-proceed (NTP) for the amendment and adhere to the following milestones:

Task 1: N/A

Task 2: 50% Design:

- Submittal to City: 8 weeks from Tech Memo Review Meeting.

Task 3: 100% Design:

- Submit to City: 8 weeks from 50% Design Review Meeting

Task 4: Final Design

- Submit to City: 4 weeks from 100% Design Review Meeting and Final FDEP RAI

### **SECTION VIII: BASIS OF COMPENSATION**

The fee for the scope of work described in Section II of this Amendment No. 2, shall not exceed a total lump sum fee of **\$69,536.00**. The modified protect total lump sum fee shall not exceed the total lump sum of **\$168,144.00** as shown in the table below. The City shall periodically compensate the Wade Trim a portion of the task fee based on mutually agreed upon percentages of completion of each task.

| <b>TASK</b> | <b>DESCRIPTION</b>                              | <b>ORIGINAL FEE</b>  | <b>AMENDMENT #1 FEE</b> | <b>ADDITIONAL FEE</b> |
|-------------|---|----------------------|-------------------------|-----------------------|
| 1           | Data Collection and Design Technical Memorandum | \$ 19,132.00         | \$ 16,386.00            | \$ 0                  |
| 2           | 50% Design                                      | \$ 22,005.00         | \$ 2,016.00             | \$ 31,602.00          |
| 3           | 100% Design                                     | \$ 26,717.00         | \$ 224.00               | \$ 31,188.00          |
| 4           | Final Design                                    | \$ 11,904.00         | \$ 224.00               | \$ 6,746.00           |
|             | <b>SUBTOTAL</b>                                 | <b>\$ 79,758.00</b>  | <b>\$ 18,850.00</b>     | <b>\$ 69,536.00</b>   |
|             | <b>MODIFIED TOTAL</b>                           | <b>\$ 168,144.00</b> |                         |                       |

At the direction of the City, Wade Trim may be requested to provide additional services. These additional services will be billed at the standard hourly billing rates on a negotiated Lump Sum basis.

### **SECTION IX. ESTIMATED CONSTRUCTION COST**

The estimated cost of construction for the project is \$350,000, the estimate cost of construction for the alternate chloramine conversion is \$100,000.

**SECTION X. ACCEPTANCE**

If the above scope and fees 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.

WADE TRIM, INC.



\_\_\_\_\_  
Thomas Brzezinski, PE  
Executive Vice President

Date

3/23/2021

City of Palm Bay, Florida

\_\_\_\_\_  
Juliet Misconi  
Chief Procurement Officer, CPPO, CPPB

Date



Project: Nash Amendment No. 2  
 Client: PBUD  
 Prepared By: M Demko  
 Date: March 20, 2021

**Project Cost  
Estimating Sheet**

TO# 19-10

| TASKS                     |           | Task 1<br>Preliminary Design | Task 2<br>50% Design | Task 3<br>100% Design | Task 4<br>Final Design | Task 5<br>NA | Task 6<br>NA | Task 7<br>NA | Task 8<br>NA | Task 9<br>NA | TOTAL       | OTHER DIRECT COSTS                                 |              |
|---------------------------|-----------|------------------------------|----------------------|-----------------------|------------------------|--------------|--------------|--------------|--------------|--------------|-------------|--|--------------|
| CLASSIFICATION            | RATE      | HOURS<br>\$                  | HOURS<br>\$          | HOURS<br>\$           | HOURS<br>\$            | HOURS<br>\$  | HOURS<br>\$  | HOURS<br>\$  | HOURS<br>\$  | HOURS<br>\$  | HOURS<br>\$ |  |              |
| Senior Professional       | \$ 200.00 | 0                            | 22                   | 47                    | 9                      | 0            | 0            | 0            | 0            | 0            | 78          | Subconsultants                                     |              |
|                           |           | \$0.00                       | \$4,400.00           | \$9,400.00            | \$1,800.00             | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$15,600.00 | Aerial Photos                                      |              |
| Professional Engineer III | \$ 159.00 | 0                            | 75                   | 86                    | 21                     | 0            | 0            | 0            | 0            | 0            | 182         | Soils Eng.   | \$ 2,645.00  |
|                           |           | \$0.00                       | \$11,925.00          | \$13,674.00           | \$3,339.00             | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$28,938.00 | Survey   |              |
| Engineer III              | \$ 112.00 | 0                            | 62                   | 40                    | 8                      | 0            | 0            | 0            | 0            | 0            | 110         | Mechanical   |              |
|                           |           | \$0.00                       | \$6,944.00           | \$4,480.00            | \$896.00               | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$12,320.00 | Electrical   |              |
| Technician VI             | \$ 79.00  | 0                            | 72                   | 46                    | 9                      | 0            | 0            | 0            | 0            | 0            | 127         | Environmental                                      |              |
|                           |           | \$0.00                       | \$5,688.00           | \$3,634.00            | \$711.00               | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$10,033.00 | Stormwater Management                              |              |
|                           | \$ -      | \$0.00                       | \$0.00               | \$0.00                | \$0.00                 | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00      | Permitting   |              |
|                           | \$ -      | \$0.00                       | \$0.00               | \$0.00                | \$0.00                 | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00      | Sub Total  | \$2,645.00   |
|                           | \$ -      | \$0.00                       | \$0.00               | \$0.00                | \$0.00                 | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00      | Direct Cost  |              |
|                           | \$ -      | \$0.00                       | \$0.00               | \$0.00                | \$0.00                 | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00      | CADD   |              |
|                           | \$ -      | \$0.00                       | \$0.00               | \$0.00                | \$0.00                 | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00      | Computers  |              |
|                           | \$ -      | \$0.00                       | \$0.00               | \$0.00                | \$0.00                 | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00      | Equipment  |              |
|                           | \$ -      | \$0.00                       | \$0.00               | \$0.00                | \$0.00                 | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00      | Photocopies  |              |
|                           | \$ -      | \$0.00                       | \$0.00               | \$0.00                | \$0.00                 | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00      | Color Copies                                       |              |
|                           | \$ -      | \$0.00                       | \$0.00               | \$0.00                | \$0.00                 | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00      | Graphics   |              |
|                           | \$ -      | \$0.00                       | \$0.00               | \$0.00                | \$0.00                 | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00      | Computer   |              |
|                           | \$ -      | \$0.00                       | \$0.00               | \$0.00                | \$0.00                 | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00      | Travel   |              |
|                           | \$ -      | \$0.00                       | \$0.00               | \$0.00                | \$0.00                 | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00      | Scanner  |              |
|                           | \$ -      | \$0.00                       | \$0.00               | \$0.00                | \$0.00                 | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00      | OCE Printer  |              |
|                           | \$ -      | \$0.00                       | \$0.00               | \$0.00                | \$0.00                 | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00      | Sub Total  | \$0.00       |
|                           | \$ -      | \$0.00                       | \$0.00               | \$0.00                | \$0.00                 | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00      | OTHER DIRECT COSTS TOTAL                           | \$2,645.00   |
|                           | \$ -      | \$0.00                       | \$0.00               | \$0.00                | \$0.00                 | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00      | Labor Multiplier<br>(=1 for billing rate schedule) | 1.00         |
|                           | \$ -      | \$0.00                       | \$0.00               | \$0.00                | \$0.00                 | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00      | TOTAL DIRECT LABOR                                 | \$ 66,891.00 |
| TOTAL                     |           | 0                            | 231                  | 219                   | 47                     | 0            | 0            | 0            | 0            | 0            | 497         | TOTAL COST   | \$69,536.00  |
|                           |           | \$0.00                       | \$ 28,957.00         | \$ 31,188.00          | \$ 6,746.00            | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$66,891.00 |  |              |

## **CITY OF PALM BAY, FL**

### **NASH STREET REPUMP STATION REHABILITATION**

**In accordance with City's Master Contract #2005-28**

**August 2, 2019  
TASK ORDER NO. 19-10**

#### **Section I. BACKGROUND**

The City operates a water storage tank and repumping station located at the intersection of Nash Street NE and Honolulu Avenue NE. The City requires design documents to bid repairs for the rehabilitation of specific equipment within the 32-year old station.

The project will include the replacement in kind of the existing MCC and four high service pumps. In addition, the aboveground exterior process piping will be media blasted and painted.

The pumps are:

- Two 75 Hp, 1780 RPM, Allis Chalmers double-Suction Pumps. Allis Chalmers (A-C) is now a subsidiary of ITT.
- Two 40 Hp, 1770 RPM, Double-Suction Pumps.

It is assumed that no survey or geotechnical evaluation is required for this project as the work will be interior to the building replacing existing equipment and the record drawings will be used as the basis of design. Bidding and Construction Engineering Services are not within the scope of this task order.

Details of the scope of work are provided below.

#### **Section II. SCOPE OF WORK**

Wade Trim agrees to perform the following tasks:

##### **Task 1 – Data Collection and Design Technical Memorandum**

- a) Wade Trim will conduct a kick-off meeting with the City to establish lines of communication, the City's definition of success, and establish expectations of the project. Provide agenda and supporting documents via email at least three business days prior to the meeting. Meeting minutes will be distributed electronically within one week of the meeting date.
- b) Wade Trim will review record drawings for the existing station and obtain basis-of-design equipment information. Wade Trim will review the City's existing water system hydraulic model for the pumping requirements to confirm the pump selections for this project. No updates to the model or additional calibration are anticipated.

- c) Wade Trim will conduct a site visit with up to two staff to obtain the following information:
  - 1) Field measurements of available area
  - 2) Photographs for use in memo and design
  - 3) Field verify the electrical voltage and phase at the existing site
- d) Wade Trim will Prepare the draft technical memorandum which will include:
  - 1) List major equipment required.
  - 2) Establish the relevant design criteria and detail the design constraints.
  - 3) Provide calculations for the repump station, calculations will include system curve and preliminary pump selection.
  - 4) Electrical area classification and electrical requirements.
  - 5) Prepare a draft technical memorandum summarizing the work done in this task. Submit draft to the City for review and comment.

## **Task 2 – 50% Design**

- a) Wade Trim will prepare a final technical memorandum based on comments received from the City's review. This technical memorandum will include a comment response form.
- b) Wade Trim will develop 50% design drawings. The drawings will be based on the existing Conley and Wicker 1987 drawings. See Attachment A for a list of anticipated drawings along with the anticipated level of completion for this submittal.
- c) Wade Trim will provide the Specification Table of Contents and include the preliminary specifications for the pumps.
- d) Wade Trim will develop a planning-level engineer's opinion of probable construction cost (EOPCC).
- e) Wade Trim will conduct a 50% Design Review meeting to discuss the 50% design comments provided by the City.

## **Task 3 – 100% Design**

- a) Wade Trim will update the comment response form based on the City's 50% comments.
- b) Wade Trim will provide 100% design drawings based on the City's comments. See Attachment A for a list of anticipated drawings along with the anticipated level of completion for this submittal.
- c) Wade Trim will provide 100% specifications.
- d) Wade Trim will develop 100% engineer's opinion of probable construction cost (EOPCC).

- e) Wade Trim will conduct a 100% Design Review meeting to discuss the 100% design comments provided by the City.

#### **Task 4 – Final Design**

- a) Wade Trim will update the comment response form based on the City's 100% comments.
- b) Wade Trim will update the EOPCC provided in the Preliminary Design Report.
- c) Wade Trim will provide final design drawings based on the City's 90% comments. See Attachment A for a list of anticipated drawings along with the anticipated level of completion for this submittal.
- d) Wade Trim will provide final specifications based on the City's 100% comments.

#### **SECTION III: PROJECT REPRESENTATIVES**

City of Palm Bay Utilities: Christopher A. Little, PE  
321-952-3420  
[Christopher.Little@palmbayflorida.org](mailto:Christopher.Little@palmbayflorida.org)

Wade Trim: Oscar Duarte, P.E.  
321-728-3389  
[oduarte@wadetrim.com](mailto:oduarte@wadetrim.com)

#### **SECTION IV: PERMITTING**

No permits are anticipated.

#### **SECTION VI: CITY'S RESPONSIBILITY**

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

- Electronic copies of as-built drawings
- Access to Nash Pump Station site
- Standard operating procedures
- Control descriptions
- One year of pump run times



## **Section VII. DELIVERABLES**

The following deliverables will be provided for each task mentioned above:

### **Task 1 – Preliminary Design Report**

- Electronic PDF of the Draft Preliminary Design Report

### **Task 2 – 50% Design**

- Electronic PDF of the Comment/Response Form
- Electronic PDF of the Final Preliminary Design Report
- Electronic PDF of 50% engineer's cost estimate
- Electronic PDF of the 50% plans
- Electronic PDF of technical specification listing

### **Task 3 – 100% Design**

- Electronic PDF of the Comment/Response Form
- Electronic PDF of the 100% plans
- Electronic PDF of 100% technical specification
- Two half-size hardcopies of the 100% plans
- One hardcopy of the technical specifications in a 3-Ring Binder

### **Task 4 – Final Design**

- Electronic PDF of the Comment/Response Form
- Electronic PDF of the Final EOPCC
- Electronic PDF of the Final plans
- Electronic PDF of Final technical specifications
- One full-size signed and sealed hardcopy of the final plans
- One hardcopy of the technical specifications in a 3-Ring Binder

## **SECTION VII: SCHEDULE**

Work will begin within 5 days of notice-to-proceed (NTP) and adhere to the following milestones:

### **Task 1: Preliminary Design Technical Memorandum:**

- Draft submittal to City for review: 8 weeks from NTP

### **Task 2: 50% Design:**

- Submittal to City: 8 weeks from Tech Memo Review Meeting

### **Task 3: 100% Design:**

- Submit to City: 8 weeks from 50% Design Review Meeting

### **Task 4: Final Design**

- Submit to City: 4 weeks from 100% Design Review Meeting

### **SECTION VIII: BASIS OF COMPENSATION**

The fee for the scope of work described in Section II, shall not exceed a total lump sum fee of **\$79,758.00** and shall not exceed the amounts shown in the attached budget table for each specific task. The City shall periodically compensate the Wade Trim a portion of the task fee based on mutually agreed upon percentages of completion of each task.

| <b>TASK</b> | <b>DESCRIPTION</b>                              | <b>FEE</b>          |
|-------------|---|---------------------|
| 1           | Data Collection and Design Technical Memorandum | \$ 19,132.00        |
| 2           | 50% Design                                      | \$ 22,005.00        |
| 3           | 100% Design                                     | \$ 26,717.00        |
| 4           | Final Design                                    | \$ 11,904.00        |
|             | <b>TOTAL</b>                                    | <b>\$ 79,758.00</b> |

At the direction of the City, Wade Trim may be requested to provide additional services. These additional services will be billed at the standard hourly billing rates on a negotiated Lump Sum basis.

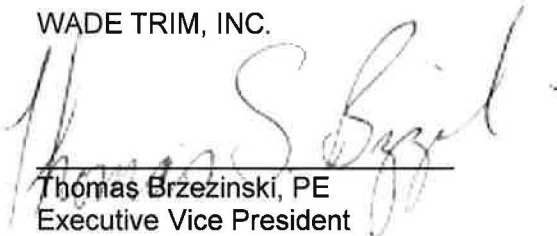
### **SECTION IX. ESTIMATED CONSTRUCTION COST**

The estimated cost of construction for this project is \$650,000.

### **SECTION X. ACCEPTANCE**

If the above scope and fees 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.

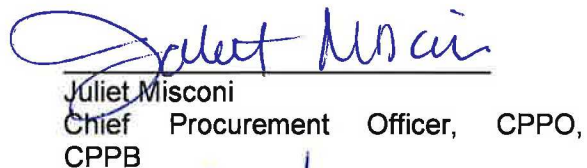
WADE TRIM, INC.

  
Thomas Brzezinski, PE  
Executive Vice President

August 2, 2019

Date

City of Palm Bay, Florida

  
Juliet Misconi  
Chief Procurement Officer, CPPO,  
CPPB

Date

**CITY OF PALM BAY, FL**

**NASH STREET REPUMP STATION REHABILITATION**

**In accordance with City's Master Contract #2005-28**

**April 13, 2020**

**TASK ORDER NO. 19-10 – Amendment No. 1**

**Section I. BACKGROUND**

On August 26, 2019, the City of Palm Bay authorized Wade Trim to proceed with Task Order 19-10 providing for the preliminary and final design of repumping facilities at the Nash Street Repump Station. The original scope of work included replacement in kind of the existing MCC and four high service pumps as well as media blasting and repainting of the aboveground exterior process piping. The configuration and the condition of the existing piping system was not fully understood until site visits and field measurements were made to verify the available record drawings.

The City uses chloramine disinfection at their water treatment plants. The Nash Street Repump Station currently uses sodium hypochlorite disinfection to increase disinfection levels in the distribution system downstream of the booster station. The sodium hypochlorite produces free chlorine which may be reacting with chloramines in the distribution system to form nitrogen trichloride; reducing the available disinfection residual.

The City has requested that the initial Design Technical Memorandum be expanded to include replacement of the interior piping associated with the suction and discharge of the four high service pumps and a potential conversion of the existing liquid sodium hypochlorite disinfection system to a chloramination system. The City has requested that the chlorine conversion be included as an alternate bid item in the design due to potential funding limitations.

Following the Technical Memorandum, a decision will be made by the City regarding moving forward with the detailed design of the chloramination system. This amendment does not include any detailed design or permitting of the chloramination system.

Details of the additional scope of work are provided below.

**Section II. SCOPE OF WORK**

Wade Trim agrees to perform the following tasks:

**Task 1 – Data Collection and Design Technical Memorandum**

- a) Survey: Wade Trim will accompany a surveyor to the site to obtain detailed elevations of the existing pumps, pads, and piping. The surveyor will also survey the sodium hypochlorite room, the adjacent office, and the site around the station to allow for the

selection of a site for the ammonia-dosing system. Wade Trim will walk the site with the finished survey to review it for accuracy and require any inconsistencies to be corrected.

- b) Wade Trim will update the record drawings for the existing station including the true piping arrangement and elevations. Wade Trim will update the record drawing cad files to reflect the existing sodium hypochlorite system (NaOH).
- c) Wade Trim will obtain basis-of-design chloramination equipment information. This information will include sizing of the system and major equipment.
- d) Wade Trim will evaluate options for the replacement pumping appurtenances. Wade Trim will make a recommendation regarding the type of check valves considering the use of a check valve without a lever and counterweight.
- e) Wade Trim will revise the draft technical memorandum which will include:
  - 1) List major additional equipment required.
  - 2) Updated cost estimate to include the additional piping and the chloramination system.
  - 3) Establish the relevant design criteria and detail the design constraints for the additional systems.
  - 4) Provide calculations for the chloramination system.
  - 5) Electrical area classification and electrical requirements for the chloramination system.
  - 6) Revise the draft technical memorandum summarizing the work done in this task. Submit draft to the City for review and comment.

#### **Task 2 – 50% Design**

- a) Wade Trim will develop 50% design drawings for the additional piping and appurtenances. The drawings will be based on the existing Conley and Wicker 1987 drawings and the additional survey conducted in Task 1.

#### **Task 3 – 100% Design**

- a) Wade Trim will include the additional piping and appurtenances in the 100% design.

#### **Task 4 – Final Design**

- a) Wade Trim will include the additional piping and appurtenances in the Final design.

### **SECTION III: PROJECT REPRESENTATIVES**

City of Palm Bay Utilities: Christopher A. Little, PE  
321-952-3420  
Christopher.Little@palmbayflorida.org

Wade Trim: Michael Demko, P.E.  
321-728-3389  
MDemko@wadetrim.com

#### **SECTION IV: PERMITTING**

No permits are anticipated. If the disinfection method is changed, a permit modification would be required at that time.

#### **SECTION VI: CITY'S RESPONSIBILITY**

No Change from the original task order.

#### **Section VII. DELIVERABLES**

No Change from the original task order.

#### **SECTION VII: SCHEDULE**

Work will begin within 5 days of notice-to-proceed (NTP) for the amendment and adhere to the following milestones:

Task 1: Revised Preliminary Design Technical Memorandum:

- Draft submittal to City for review: 8 weeks from NTP

If chloramination is to be included, the following tasks will be revised by an amendment to include chloramination design and permitting.

Task 2: 50% Design:

- Submittal to City: 8 weeks from Tech Memo Review Meeting.

Task 3: 100% Design:

- Submit to City: 8 weeks from 50% Design Review Meeting

Task 4: Final Design

- Submit to City: 4 weeks from 100% Design Review Meeting

#### **SECTION VIII: BASIS OF COMPENSATION**

The fee for the scope of work described in Section II of this Amendment No. 1, shall not exceed a total lump sum fee of **\$18,850.00**. The modified project total lump sum fee shall not exceed the total lump sum of **\$98,608.00** as shown in the table below. The City shall periodically compensate Wade Trim a portion of the task fee based on mutually agreed upon percentages of completion of each task.

| <b>TASK</b> | <b>DESCRIPTION</b>                              | <b>ORIGINAL FEE</b> | <b>ADDITIONAL FEE</b> |
|-------------|---|---------------------|-----------------------|
| 1           | Data Collection and Design Technical Memorandum | \$ 19,132.00        | \$ 16,386.00          |
| 2           | 50% Design                                      | \$ 22,005.00        | \$ 2,016.00           |
| 3           | 100% Design                                     | \$ 26,717.00        | \$ 224.00             |
| 4           | Final Design                                    | \$ 11,904.00        | \$ 224.00             |
|             | <b>SUBTOTAL</b>                                 | <b>\$ 79,758.00</b> | <b>\$ 18,850.00</b>   |
|             | <b>MODIFIED TOTAL</b>                           | <b>\$ 98,608.00</b> |                       |

At the direction of the City, Wade Trim may be requested to provide additional services. These additional services will be billed at the standard hourly billing rates on a negotiated Lump Sum basis.

#### **SECTION IX. ESTIMATED CONSTRUCTION COST**

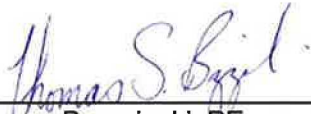
The estimated cost of construction for the original project is \$300,000, the estimate cost of construction for the piping modifications is \$50,000, the estimated cost of construction for the chloramine conversion is to be determined during the revised technical memorandum development.

**SECTION X. ACCEPTANCE**

If the above scope and fees 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.

WADE TRIM, INC.

City of Palm Bay, Florida

  
\_\_\_\_\_  
Thomas Brzezinski, PE  
Executive Vice President

4/15/20  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Juliet Misconi  
Chief Procurement Officer, CPPO, CPPB  
4/23/2020  
\_\_\_\_\_  
Date





Project: Nash Pump Station Rehab  
Client: PBUJ  
Prepared By: M Demko  
Date: April 13, 2020

**Project Cost  
Estimating Sheet**

TO# 19-10 Amendment 1

| TASKS<br>CLASSIFICATION    | RATE      | Task 1 |             |    | Task 2   |            |        | Task 3   |        |    | Task 4   |    |   | TOTAL |             |  | OTHER DIRECT COSTS                                 |              |
|----------------------------|-----------|--------|-------------|----|----------|------------|--------|----------|--------|----|----------|----|---|-------|-------------|--|--|--------------|
|                            |           | Hours  | \$          |    | Hours    | \$         |        | Hours    | \$     |    | Hours    | \$ |   | Hours | \$          |  | Subconsultants                                     |              |
| PM / QC                    | \$ 200.00 | 20     |             |    |          |            |        | 0        |        |    | 0        |    |   | 20    |             |  | Aerial Photos                                      |              |
| Senior Professional        |           |        | \$4,000.00  |    |          | \$0.00     |        | \$0.00   |        |    | \$0.00   |    |   |       | \$4,000.00  |  | Soils Eng  |              |
| Process Engineer           | \$ 159.00 | 42     |             |    |          |            |        | 0        |        |    | 0        |    |   | 42    |             |  |  |              |
| Professional Engineer III  |           |        | \$6,678.00  |    |          | \$0.00     |        | \$0.00   |        |    | \$0.00   |    |   |       | \$6,678.00  |  | Survey   | \$ 4,000.00  |
| Structural Engineer        |           |        |             |    |          |            |        | 0        |        |    | 0        |    |   |       |             |  | Mechanical   |              |
| Senior Professional        | \$ 200.00 |        | \$0.00      |    |          | \$0.00     |        | \$0.00   |        |    | \$0.00   |    |   |       | \$0.00      |  | Electrical   |              |
| Electrical Engineer        | \$ 200.00 | 2      |             |    |          | 0          |        | 0        |        |    | 0        |    |   | 2     |             |  | Environmental                                      |              |
| Senior Professional        |           |        | \$400.00    |    |          | \$0.00     |        | \$0.00   |        |    | \$0.00   |    |   |       | \$400.00    |  | Stormwater Management                              |              |
| Electrical Engineer        | \$ 159.00 | 4      |             |    |          | 0          |        | 0        |        |    | 0        |    |   | 4     |             |  | Permitting   |              |
| Professional Engineer III  |           |        | \$636.00    |    |          | \$0.00     |        | \$0.00   |        |    | \$0.00   |    |   |       | \$636.00    |  | Sub Total  | \$4,000.00   |
| CAD - Process Engineer III | \$ 112.00 | 6      |             |    |          | 18         |        | 2        |        |    | 2        |    |   | 28    |             |  | Direct Cost  |              |
|                            |           |        | \$672.00    |    |          | \$2,016.00 |        | \$224.00 |        |    | \$224.00 |    |   |       | \$3,136.00  |  | CADD   |              |
|                            | \$ -      | 0      |             |    |          | 0          |        | 0        |        |    | 0        |    |   | 0     |             |  | Computers  |              |
|                            | \$ -      | 0      |             |    |          | \$0.00     |        | \$0.00   |        |    | \$0.00   |    |   | 0     |             |  | Equipment  |              |
|                            | \$ -      | 0      |             |    |          | \$0.00     |        | \$0.00   |        |    | \$0.00   |    |   | 0     |             |  | Photocopies  |              |
|                            | \$ -      | 0      |             |    |          | \$0.00     |        | \$0.00   |        |    | \$0.00   |    |   | 0     |             |  | Color Copies                                       |              |
|                            | \$ -      | 0      |             |    |          | \$0.00     |        | \$0.00   |        |    | \$0.00   |    |   | 0     |             |  | Graphics   |              |
|                            | \$ -      | 0      |             |    |          | \$0.00     |        | \$0.00   |        |    | \$0.00   |    |   | 0     |             |  | Computer   |              |
|                            | \$ -      | 0      |             |    |          | \$0.00     |        | \$0.00   |        |    | \$0.00   |    |   | 0     |             |  | Travel   |              |
|                            | \$ -      | 0      |             |    |          | \$0.00     |        | \$0.00   |        |    | \$0.00   |    |   | 0     |             |  | Scanner  |              |
|                            | \$ -      | 0      |             |    |          | \$0.00     |        | \$0.00   |        |    | \$0.00   |    |   | 0     |             |  | OCE Printer  |              |
|                            | \$ -      | 0      |             |    |          | \$0.00     |        | \$0.00   |        |    | \$0.00   |    |   | 0     |             |  | Sub Total  | \$0.00       |
|                            | \$ -      | 0      |             |    |          | \$0.00     |        | \$0.00   |        |    | \$0.00   |    |   | 0     |             |  | OTHER DIRECT COSTS TOTAL                           | \$4,000.00   |
|                            | \$ -      | 0      |             |    |          | \$0.00     |        | \$0.00   |        |    | \$0.00   |    |   | 0     |             |  | Labor Multiplier<br>(=1 for billing rate schedule) | 1.00         |
|                            | \$ -      | 0      |             |    |          | \$0.00     |        | \$0.00   |        |    | \$0.00   |    |   | 0     |             |  | TOTAL DIRECT LABOR                                 | \$ 14,850.00 |
|                            | \$ -      | 0      |             |    |          | \$0.00     |        | \$0.00   |        |    | \$0.00   |    |   | 0     |             |  | TOTAL COST   | \$18,850.00  |
| TOTAL                      |           | 74     | \$12,396.00 | \$ | 2,016.00 | \$         | 224.00 | \$       | 224.00 | \$ | 224.00   | \$ | 0 | 96    | \$14,850.00 |  |  |              |





## LEGISLATIVE MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Suzanne Sherman, City Manager

**THRU:** Ruth Chapman, Acting Finance Director

**DATE:** 4/1/2021

**RE:** Ordinance 2021-19, amending the Fiscal Year 2020-2021 budget by appropriating and allocating certain monies (second budget amendment), first reading.

Summary of the proposed budget amendment:

### **General Fund (001)**

#### *Revenues – Total \$168,353*

- Record incoming Federal portion of \$9,984 and State of portion \$1,647 of Grant #1785/Tropical Storm Fay Project #1412, balance was determined at State Close-out –\$11,631.
- Record incoming revenues brought in through Military Tribute Banner Program – \$3,000.
- Record Department of Justice (DOJ) Grant award for Coronavirus Emergency Supplemental Funding Program – \$108,420.
- Record Brevard County CARES ACT Grant award for Coronavirus Emergency Supplemental Funding Program – \$45,302.

#### *Expenditures – Total \$839,097*

- Appropriate additional funds to election expenses due to increased utilization of mail-in ballots from the pandemic – \$5,500.
- Appropriate additional funds to credit card processing fees to accommodate the growth in lien/ escrow activity and improve the efficiency of the program for both customers and city operations; approved by Council 03/04/2021 – \$5,700.
- Appropriate funds for Military Tribute Banner Program that are offset by revenues – \$3,000.
- Appropriate funds that were reimbursed for DOJ/Coronavirus Emergency Supplemental Grant, Project 20EM01 – \$108,420.
- Appropriate funds for the Police Academy Sponsorship Program initiative; approved by Council 02/18/2021 – \$43,722.
- Appropriate funds needed for new annual lawn maintenance for six (6) of the major collector roadways due to staffing limitations; approved by Council 01/07/2021 – \$200,000.
- Appropriate funds for the position change from part-time to full-time for the Public Works Data Entry Clerk; approved by Council 01/07/2021 – \$22,829.
- Appropriate funds for Public Works Engineering Technician II additional position due to increase in

residential driveway and drainage permit applications; approved by Council 01/07/2021 – \$41,961.

- Appropriate funds for Public Works Operations Manager position to manage and oversee new Division due to Departmental reorganization; approved by Council 01/07/2021 – \$59,375.
- Transfer to Fleet Services Fund for Public Works Operations Manager vehicle; approved by Council 01/07/2021 – \$27,250.
- Transfer to Fleet Services Fund for higher quoted model of the CAT 315F Rubber Tire Excavator for the Public Works Department, originally budgeted at \$160,000, but an additional \$17,247 is needed; approved by Council 02/18/2021 – \$17,247.
- Appropriate funds for ongoing hardware, software, and licenses for Disaster Recovery (DR) Solution; approved by Council 03/04/2021 – \$58,791.
- Appropriate funds that were reimbursed for Brevard County CARES ACT/Coronavirus Emergency Supplemental Grant, Project 20EM01 – \$45,302.
- Transfer to Community Investment Fund as local match for 21 State Legislative funding to install two nutrient separating baffle boxes; approved by Council 01/21/2021 – \$200,000.

### **Law Enforcement Trust Fund (101)**

*Expenditures – Total \$6,255*

- Appropriate funds for LETF 21-02 FBI-LEEDA Command Leadership Training for nine (9) Police Department employees; approved by Council 01/07/2021 – \$6,255.

### **State Housing Grant (SHIP) Fund (111)**

*Expenditures – Total \$0*

- Relocation of State Housing Initiatives Partnership Program (SHIP) funds from projects 14CD01 (Homes for Warriors) (\$307,874), 20CD07 (FY 15-18 Emergency Rehab) (\$45,000), and 16CD01 (Down Payment Assistance) (\$73,145) to projects 20CD06 (FY 16-18 SHIP Rehab) \$396,019 and 21CD01 (Utility Hook Up Assistance) \$30,000 to meet the needs of City residents who are on a waitlist for the single family rehabilitation and utility hook-up assistance programs; approved by Council 12/07/2020 – Net Impact - \$0.

### **Voluntary Home Buyout Fund (127)**

*Revenues – Total \$2,736,719*

- Record FEMA Hazard Mitigation Grant Program Grant award of 75% for Voluntary Buyout Program; approved by Council 11/05/2020 – \$2,052,539.
- Record CDBG-Disaster Recover Grant award cost-share requirement of 25% for Voluntary Buyout Program; approved by Council 11/05/2020 – \$684,180.

*Expenditures – Total \$2,736,719*

- Appropriate grant funds to cover cost of acquisition of thirteen (13) properties, demolition, environmental reviews, and other related activity through Voluntary Buyout Program, Project 20CD10; approved by Council 11/05/2020 – \$2,659,113.
- Appropriate 10% contingency for FEMA Hazard Mitigation Grant Program funds to cover cost of acquisition of thirteen (13) properties, demolition, environmental reviews, and other related activity through Voluntary Buyout Program, Project 20CD10; approved by Council 11/05/2020 – \$77,606.

### **Bayfront Community Redevelopment Agency Fund (181)**

*Revenues – Total \$58,030*

- Record additional revenue of \$58,030 - County portion of the FY 21 Tax Increment revenues of \$468,230 exceeds the approved budget of \$410,000 – \$58,030.

**Community Investment Program Fund (301)**

*Revenues – Total \$200,000*

- Transfer from General Fund for as local match for 21 State Legislative funding to install two nutrient separating baffle boxes; approved by Council 01/21/2021 – \$200,000.

*Expenditures – Total \$200,000*

- Appropriate local match for FY 2021 State Legislative funding to install two nutrient separating baffle boxes, Project 21PW05; approved by Council 01/21/2021 – \$200,000.

**2021 G.O. Bond Fund (310)**

*Revenues – Total \$56,437,163*

- Record 2021 General Obligation (G.O.) Bond Proceeds - \$50,000,000 (PAR value) and \$6,437,163 (Premium); approved by Council 01/07/2021 – \$56,437,163.

*Expenditures – Total \$56,437,163*

- Record 2021 G.O. Bond issuance costs \$360,114 and add remaining funds to reserves \$56,077,049 - funding for each road improvement project will be appropriated via future budget amendments per Legislative Memo approvals; approved by Council 01/07/2021 – \$56,437,163.

**Utilities Operating Fund (421)**

*Revenues – Total \$18,423*

- Record Department of Justice (DOJ) Grant award for Coronavirus Emergency Supplemental Funding Program – \$8,066.
- Record Brevard County CARES ACT Grant award for Coronavirus Emergency Supplemental Funding Program – \$10,357.

*Expenditures – Total \$41,440*

- Appropriate funds that were reimbursed for DOJ/Coronavirus Emergency Supplemental Grant, Project 20EM01 – \$8,066.
- Appropriate additional funds for Change Order #2, Project 17WS16 (WRF Denitrification) modification to the piping needed due to unforeseen conditions; approved by Council 12/17/2020 – \$59,474.
- Appropriate funds for the remaining eight (8) months in FY 21 for an additional NRWTP Treatment Plant Operator “Trainee” to reduce scheduling adjustments and reduce overtime hours; approved by Council 01/21/2021 – \$34,331.
- Elimination of the Laboratory Services Division (\$140,418) and appropriate a portion of Personnel Services from the Laboratory Division to Outside Services for \$69,630 and return the remaining funds to fund balance; approved by Council 02/04/2021 – (\$70,788).
- Appropriate funds that were reimbursed for Brevard County CARES ACT/Coronavirus Emergency Supplemental Grant, Project 20EM01 – \$10,357.

**Utility Renewal/Replacement Fund (424)**

*Expenditures – Total (\$46,940)*

- Project Closeout for 20WS14 (Lift Station #43 Rehabilitation) and return funds to Fund Balance – (\$34,146).
- Project Closeout for 20WS18 (Babcock at Wyoming/Valkaria) and return funds to Fund Balance – (\$12,794).

**USA 1 Assessment Fund (431)**

*Expenditures – Total \$320,000*

- Appropriate funds to prepay principal bond payments of \$200,000 due in FY 2022 and \$120,000 due in FY 2023 for the Utility Special Assessment Bonds, Series 2003A; approved by Council 03/04/2021 – \$320,000.

**Utility SRF Loan Fund (433)**

*Revenues – Total (\$6,938,800)*

- Record reduction of loan proceeds due to lower loan amount awarded; approved by Council 12/15/2019 – (\$6,938,800).

*Expenditures – Total (\$6,938,800)*

- Reduce Project #16WS05 (So. Reg. Water Reclamation) construction funding; lower award amount received due to high number of requests by SRF; approved by Council 12/15/2019 – (\$6,938,800).

**Building Fund (451)**

*Revenues – Total \$6,290*

- Record Department of Justice (DOJ) Grant award for Coronavirus Emergency Supplemental Funding Program – \$6,290.

*Expenditures – Total \$208,688*

- Appropriate funds for two (2) positions: an additional Building Code Compliance Inspector for \$93,449 to monitor/enforce construction activity and safety violations and a new Permit Inspector for \$61,022 to help with the increase in permit applications and customer service; approved by Council 01/21/2021 – \$154,471.
- Appropriate two (2) additional vehicles: a vehicle for the Fire Plans Examiner since the prior vehicle for this position was sold to the Police Department due to vacancy, the second vehicle is for the Fire Plans Examiner who was temporarily using another vehicle; approved by Council 01/21/2021 – \$47,927.
- Appropriate funds that were reimbursed for DOJ/Coronavirus Emergency Supplemental Grant, Project 20EM01 – \$6,290.

**Stormwater Utility Fund (461)**

*Expenditures – Total (\$94,247)*

- Appropriate additional funds to cover high bid award on design phase of Project 20SU12 (Malabar Road Drainage); approved by Council 12/03/2020 – \$676,153.
- Project Closeouts for 21SU01 (Unit 17 Pipe Replacement) (\$630,000), 21SU06 (Port Malabar Pipe Replacement) (\$51,000), 21SU07 (Unit 27 Pipe Replacement) (\$51,000), 21SU09 (Unit 43 Pipe Replacement) (\$51,000) and 21SU10 (Unit 47 Pipe Replacement) (\$51,000) due to changes in priority and return funds to Fund Balance – (\$834,000).

- Re-appropriation of funds previously funded on FY20 BA #2 for ditch construction of a stormwater outfall, now tied to project 21SU14 (Danr Drainage Ditch); approved by Council 12/05/2019 – \$63,600.

### **Employee Health Insurance Fund (511)**

#### *Expenditures – Total \$0*

- Reduce 511/Employee Health Insurance Fund by (\$21,561) for one (1) Human Resource Benefits Analyst payroll and transfer \$21,561 to 513/Employee Benefits Fund to reflect a 50%/50% split; position incorrectly coded at 100% in 511 Fund – Net Impact – \$0.

### **Other Employee Benefits Fund (513)**

#### *Revenues – Total \$21,561*

- Transfer from Fund 511/Employee Health Insurance Fund for the 50% payroll split for one (1) Human Resource Benefits Analyst – \$21,561.

#### *Expenditures – Total \$21,561*

- Appropriate \$21,561, transferred in from 511/Employee Health Insurance Fund, for the remaining 15 pay periods to support (1) Human Resource Benefits Analyst position incorrectly coded at 100% in 511 Fund – \$21,561.

### **Fleet Services Fund (521)**

#### *Revenues – Total \$44,497*

- Transfer from General Fund for Public Works Operations Manager vehicle; approved by Council 01/07/2021 – \$27,250.
- Transfer from General Fund for Public Works Rubber Tire Excavator; approved by Council 02/18/2021 – \$17,247.

#### *Expenditures – Total \$44,497*

- Appropriate funds for Public Works Operations Manager vehicle; approved by Council 01/07/2021 – \$27,250.
- Appropriate funds for Public Works Rubber Tire Excavator; approved by Council 02/18/2021 – \$17,247.

### **REQUESTING DEPARTMENT:**

Community & Economic Development, Utilities, Public Works, Parks & Recreation, Finance, Human Resources, Police Department, Legislative, Information Technology, Building Department

### **FISCAL IMPACT:**

Refer to Exhibit A – BA #2 Appropriations.

### **RECOMMENDATION:**

Motion to adopt by Ordinance, the FY 2021 Second Budget Amendment.

### **ATTACHMENTS:**

#### **Description**

**Ordinance 2021-19**

**Ordinance 2021-19 - Exhibit A**

## **ORDINANCE 2021-19**

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2021 BUDGET BY APPROPRIATING AND ALLOCATING FUNDS IDENTIFIED IN EXHIBIT 'A', CONSISTING OF 5 PAGES AND INCORPORATED IN ITS ENTIRETY HEREIN; RECOGNIZING THAT SUCH APPROPRIATIONS MUST BE MADE PURSUANT TO THE CODE OF ORDINANCES OF THE CITY OF PALM BAY, CHAPTER 35; ADOPTING, RATIFYING, CONFIRMING, AND VALIDATING THE ALLOCATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Bay recognizes that non-budgeted items must be appropriated and that such appropriation must be allocated by Ordinance, and

**WHEREAS**, transfers between funds and departments must be approved by City Council, and

**WHEREAS**, Chapter 35, Finance, Budget, Section 35.035, of the City of Palm Bay Code of Ordinances, provides for the transfer of funds and appropriation of unbudgeted funds.

**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, in accordance with the City of Palm Bay Code of Ordinances, Chapter 35, Finance, Budget, Section 35.035, hereby appropriates the funds as identified in Exhibit 'A'.

**SECTION 2.** The City Council adopts, ratifies, and approves the appropriations as identified in Exhibit 'A'.

**SECTION 3.** The provisions within 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.

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Robert Medina, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK

Reviewed by CAO: \_\_\_\_\_

## Summary of the Proposed Budget Amendment

|  | Revenues | Expenditures |
|--|----------|--------------|
| <b>General Fund (001)</b>  |          |              |
| Appropriate additional funds to election expenses due to increased utilization of mail-in ballots  |          | 5,500        |
| Record incoming Federal and State portions of Grant #1785/Tropical Storm Fay Project #1412 balance determined at State close-out         | 11,631   |              |
| Appropriate additional funds to credit card processing fees to accommodate increased lien/escrow activity                                |          | 5,700        |
| Record revenues taken in through Military Tribute Program  | 3,000    |              |
| Appropriate funds offset by revenues for Military Tribute Banners  |          | 3,000        |
| Record Department of Justice (DOJ) Grant award for Coronavirus Emergency Supplemental Funding Program                                    | 108,420  |              |
| Appropriate funds that were reimbursed for DOJ/Coronavirus Emergency Supplemental Grant Project 20EM01                                   |          | 108,420      |
| Appropriate funds for Police Academy Sponsorship Program initiative  |          | 43,722       |
| Appropriate funds needed for new annual lawn maintenance for six (6) of the major collector roadways                                     |          | 200,000      |
| Appropriate funds for PW Data Entry Clerk to increase from part-time to full-time  |          | 22,829       |
| Appropriate funds for PW Engineering Technician II additional position to assist in processing residential driveway and drainage permits |          | 41,961       |
| Appropriate funds for PW Operations Manager position to oversee new Division   |          | 59,375       |
| Transfer to Fleet Services Fund for PW Operations Manager vehicle  |          | 27,250       |
| Transfer to Fleet Services Fund for PW Rubber Tire Excavator   |          | 17,247       |
| Appropriate funds for ongoing hardware, software, and licenses for Disaster Recovery Solution  |          | 58,791       |
| Record Brevard County CARES Grant award for Coronavirus Emergency Supplemental Funding Program   | 45,302   |              |



Mayor and Council: FY 2021 Second Budget Amendment

April 01, 2021

Page | 2

Exhibit A

|   |        |
|---|--------|
| Appropriate funds that were reimbursed for CARES/Coronavirus<br>Emergency Supplemental Grant Project 20EM01 | 45,302 |
|---|--------|

|   |         |
|---|---------|
| Transfer to Community Investment Fund as local match for 21<br>State Legislative funding to install two nutrient separating baffle<br>boxes | 200,000 |
|---|---------|

|                           |                |                |
|---------------------------|----------------|----------------|
| Undesignated Fund Balance | 670,744        |                |
| <b>Fund Subtotal</b>      | <b>839,097</b> | <b>839,097</b> |

**Law Enforcement Trust Fund (101)**

|   |       |
|---|-------|
| Appropriate funds for LETF 21-02 FBI-LEEDA Command<br>Leadership Training for Police Department employees | 6,255 |
|---|-------|

|                           |              |              |
|---------------------------|--------------|--------------|
| Undesignated Fund Balance | 6,255        |              |
| <b>Fund Subtotal</b>      | <b>6,255</b> | <b>6,255</b> |

**State Housing Grant Fund (111)**

|  |           |
|--|-----------|
| Reallocation of SHIP funds from 14CD01 | (307,874) |
| Reallocation of SHIP funds from 20CD07 | (45,000)  |
| Reallocation of SHIP funds from 16CD01 | (73,145)  |
| Reallocation of SHIP funds to 20CD06   | 396,019   |
| Reallocation of SHIP funds to 21CD01   | 30,000    |

|                      |          |          |
|----------------------|----------|----------|
| <b>Fund Subtotal</b> | <b>0</b> | <b>0</b> |
|----------------------|----------|----------|

**Voluntary Home Buyout Fund (127)**

|  |           |
|--|-----------|
| Record FEMA Hazard Mitigation Grant Program Grant award of<br>75% for Voluntary Buyout Program | 2,052,539 |
|--|-----------|

|  |         |
|--|---------|
| Record CDBG-Disaster Recover Grant award cost-share<br>requirement of 25% for Voluntary Buyout Program | 684,180 |
|--|---------|

|   |           |
|---|-----------|
| Appropriate grant funds for Voluntary Buyout Program, Project<br>20CD10 | 2,659,113 |
|---|-----------|

|   |        |
|---|--------|
| Appropriate 10% contingency for grant funds for Voluntary Buyout<br>Program, Project 20CD10 | 77,606 |
|---|--------|

|                      |                  |                  |
|----------------------|------------------|------------------|
| <b>Fund Subtotal</b> | <b>2,736,719</b> | <b>2,736,719</b> |
|----------------------|------------------|------------------|

**Bayfront Community Redevelopment Agency Fund (181)**

|   |        |
|---|--------|
| Record additional revenues for County portion of FY 21 Tax<br>Increment revenues that exceeded budget | 58,030 |
|---|--------|

|          |        |
|----------|--------|
| Reserves | 58,030 |
|----------|--------|

|                      |               |               |
|----------------------|---------------|---------------|
| <b>Fund Subtotal</b> | <b>58,030</b> | <b>58,030</b> |
|----------------------|---------------|---------------|

**Community Investment Fund (301)**

|  |                |                |
|--|----------------|----------------|
| Transfer from General Fund as local match for 21 State Legislative funding to install two nutrient separating baffle boxes | 200,000        |                |
| Appropriate local match for 21 State Legislative funding to install two nutrient separating baffle boxes, Project 21PW05   |                | 200,000        |
| <b>Fund Subtotal</b>   | <b>200,000</b> | <b>200,000</b> |

**2021 GO Road Program (310)**

|   |                   |                   |
|---|-------------------|-------------------|
| Record bond proceeds for 2021 G.O. Bond | 56,437,163        |                   |
| Issuance costs for 2021 G.O. Bond       |                   | 360,114           |
| Reserves                                |                   | 56,077,049        |
| <b>Fund Subtotal</b>                    | <b>56,437,163</b> | <b>56,437,163</b> |

**Utilities Operating Fund (421)**

|  |               |               |
|--|---------------|---------------|
| Record Department of Justice (DOJ) Grant award for Coronavirus Emergency Supplemental Funding Program    | 8,066         |               |
| Appropriate funds that were reimbursed for DOJ/Coronavirus Emergency Supplemental Grant Project 20EM01   |               | 8,066         |
| Additional funds needed for Project 17WS16 Change Order #2 unforeseen conditions during construction     |               | 59,474        |
| Additional funds needed for Water Treatment Plant Operator "Trainee" at NRWTP                            |               | 34,331        |
| Elimination of the Laboratory Services Division, use towards Outside Services and return remaining       |               | (140,418)     |
| Appropriate funds to Outside Services for Laboratory Services due to Division elimination                |               | 69,630        |
| Record Brevard County CARES Grant award for Coronavirus Emergency Supplemental Funding Program           | 10,357        |               |
| Appropriate funds that were reimbursed for CARES/Coronavirus Emergency Supplemental Grant Project 20EM01 |               | 10,357        |
| Undesignated Fund Balance  | 23,017        |               |
| <b>Fund Subtotal</b>   | <b>41,440</b> | <b>41,440</b> |

**Utilities Renewal/Replacement Fund (424)**

|  |                 |                 |
|--|-----------------|-----------------|
| Closeout project 20WS14 and return funds to fund balance |                 | (34,146)        |
| Closeout project 20WS18 and return funds to fund balance |                 | (12,794)        |
| Undesignated Fund Balance                                | (46,940)        |                 |
| <b>Fund Subtotal</b>                                     | <b>(46,940)</b> | <b>(46,940)</b> |

Mayor and Council: FY 2021 Second Budget Amendment

April 01, 2021

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Exhibit A

**USA 1 Assessment Fund (431)**

|   |  |                |                |
|---|--|----------------|----------------|
| Appropriate funds for Utility Special Assessment Bonds, Series 2003A to prepay principal bond payments of \$200,000 due in FY 2022 & \$120,000 due in FY 2023 |  | 320,000        |                |
| Undesignated Fund Balance   |  | 320,000        |                |
| <b>Fund Subtotal</b>  |  | <b>320,000</b> | <b>320,000</b> |

**Utilities SRF Loan Fund (433)**

|  |  |                    |                    |
|--|--|--------------------|--------------------|
| Reduce Project #16WS05 award amount due to high number of requests for funding received by SRF |  |                    | (6,938,800)        |
| Loan Proceeds  |  | (6,938,800)        |                    |
| <b>Fund Subtotal</b>   |  | <b>(6,938,800)</b> | <b>(6,938,800)</b> |

**Building Fund (451)**

|  |  |                |                |
|--|--|----------------|----------------|
| Appropriate funds for Additional Code Compliance Inspector and Permit Technician                       |  |                | 154,471        |
| Appropriate funds for vehicles for Fire Plans Examiner and Deputy Building Official                    |  |                | 47,927         |
| Record Department of Justice (DOJ) Grant award for Coronavirus Emergency Supplemental Funding Program  |  | 6,290          |                |
| Appropriate funds that were reimbursed for DOJ/Coronavirus Emergency Supplemental Grant Project 20EM01 |  |                | 6,290          |
| Undesignated Fund Balance  |  | 202,398        |                |
| <b>Fund Subtotal</b>   |  | <b>208,688</b> | <b>208,688</b> |

**Stormwater Utility Fund (461)**

|  |  |                 |                 |
|--|--|-----------------|-----------------|
| Additional funds needed to cover higher award of bid for Project 20SU12                          |  |                 | 676,153         |
| Project Closeouts for 21SU01, 21SU06, 21SU07, 21SU09 and 21SU10 and return funds to Fund Balance |  |                 | (834,000)       |
| Re-appropriate funds previously funded through FY 20 BA #2, Project 21SU14                       |  |                 | 63,600          |
| Undesignated Fund Balance  |  | (94,247)        |                 |
| <b>Fund Subtotal</b>   |  | <b>(94,247)</b> | <b>(94,247)</b> |

**Employee Health Insurance Fund (511)**

|  |  |  |          |
|--|--|--|----------|
| Adjustment for HR Benefits Analyst for salary split approved during budget process, but splits not completed |  |  | (21,561) |
| Transfer to OEB Fund   |  |  | 21,561   |

Mayor and Council: FY 2021 Second Budget Amendment

April 01, 2021

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Exhibit A

|  |                   |                   |
|--|-------------------|-------------------|
| <b>Fund Subtotal</b>   | <b>0</b>          | <b>0</b>          |
| <b>Other Employee Benefits Fund (513)</b>  |                   |                   |
| Transfer from Health Fund  | 21,561            |                   |
| Adjustment for HR Benefits Analyst for salary split approved during budget process, but splits not completed |                   | 21,561            |
| <b>Fund Subtotal</b>   | <b>21,561</b>     | <b>21,561</b>     |
| <b>Fleet Services Fund (521)</b>   |                   |                   |
| Transfer from General Fund for PW Operations Manager vehicle   | 27,250            |                   |
| Appropriate funds for PW Operations Manager vehicle purchase   |                   | 27,250            |
| Transfer from General Fund for PW Rubber Tire Excavator  | 17,247            |                   |
| Appropriate funds for PW Rubber Tire Excavator purchase  |                   | 17,247            |
| <b>Fund Subtotal</b>   | <b>44,497</b>     | <b>44,497</b>     |
| <b>Total</b>   | <b>53,833,463</b> | <b>53,833,463</b> |



## LEGISLATIVE MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Suzanne Sherman, City Manager

**THRU:** Joan Junkala-Brown

**DATE:** 4/1/2021

**RE:** Ordinance 2021-20, amending the Code of Ordinances, Chapter 52, Boards, Subchapter 'Sustainability Board' by modifying the name of the board and revising quorum requirements, first reading.

At its Regular Meeting held on March 24, 2021, the Sustainability Board voted to amend Chapter 52 of the City of Palm Bay Code of Ordinances relating to the Sustainability Board. By a unanimous vote, the Board approved the modifications to Section 52.345 amending the title of the board from Sustainability Board to Sustainability Advisory Board. The Board also approved a change to Section 52.349 reducing the quorum requirements from five (5) to four (4) Board members.

**REQUESTING DEPARTMENT:**

City Manager's Office, Community & Economic Development

**FISCAL IMPACT:**

There is no fiscal impact.

**RECOMMENDATION:**

Motion to  
approve the amendments to Chapter 52, Code of Ordinances, relating to the Sustainability Board.

**ATTACHMENTS:**

**Description**

Ordinance 2021-20

## ORDINANCE 2021-20

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE V, LEGISLATIVE, CHAPTER 52, BOARDS, SUBCHAPTER 'SUSTAINABILITY BOARD', BY MODIFYING THE NAME OF THE BOARD AND REVISING 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 'Sustainability Board', is hereby amended and shall henceforth read as follows:

### **"SUSTAINABILITY >>ADVISORY<< BOARD**

#### **Section 52.345 ESTABLISHMENT.**

There is hereby established an advisory board to be known as the "Sustainability >>Advisory<< Board," hereinafter referred to as the "Board."

\* \* \*

#### **Section 52.349 RULES OF PROCEDURE.**

(A) Meetings shall be held on such days and at such times and locations as the Board from time to time determines. Meetings shall be held in public facilities.

(B) *Quorum.* Five ~~(5)~~ >>Four (4)<< members of the Board 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-XX, held on \_\_\_\_\_, 2021; and read in title only and duly enacted at Meeting 2021-XX, 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:** Laurence Bradley, Director of Growth Management

**DATE:** 4/1/2021

**RE:** Ordinance 2021-21, amending the Code of Ordinances, Chapter 93, Real Property Nuisances, Subchapter 'Unsanitary and Unsanitary Conditions', by including additional provisions relating to unimproved real property, first reading.

In March 2020, pursuant to Ordinance 2020-06, Council approved a number of changes to Chapter 93 - Real Property Nuisances. The enforcement of Section 93.04 - Unimproved Real Property has created a need to further modify this section to clarify its applicability. Thus the proposed change will save costs for both the City and owners of unimproved properties by clarifying the language in the this section.

**REQUESTING DEPARTMENT:**

Growth Management

**RECOMMENDATION:**

Motion to approve as proposed.

**ATTACHMENTS:**

**Description**

Ordinance 2020-06

Proposed Change to 93.04

Ordinance 2021-21



## **ORDINANCE 2020-06**

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE IX, GENERAL REGULATIONS, CHAPTER 93, REAL PROPERTY NUISANCES, SUBCHAPTER 'UNSIGHTLY AND UNSANITARY CONDITIONS', BY MODIFYING PROVISIONS 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 IX, General Regulations, Chapter 93, Real Property Nuisances Subchapter Unsightly and Unsantary Conditions is hereby amended and shall henceforth read as follows

### **"UNSIGHTLY AND UNSANITARY CONDITIONS**

**\* \* \***

#### **Section 93 04 UNIMPROVED REAL PROPERTY**

(A) (1) It shall be unlawful for owners of unimproved real property located within the city whose property line adjoins or abuts improved real property to either permit weeds grass, undergrowth or other vegetative matter to grow thereon to a height of more than twenty four inches (24") within ~~twenty five feet (25')~~ >>fifteen feet (15')<< of the side and rear lot lines ~~provided the lot line is within thirty feet (30') from a permitted residential dwelling unit or principal commercial structure~~ >>Each unimproved real property cited under this subsection shall only receive one violation within any six (6) month period <<

**\* \* \***

(C) The City Manager in order to preserve the health safety, and welfare of the public may upon recommendation of the Fire Chief authorize clearing the entire unimproved real property or portions thereof as the Fire Chief shall deem warranted >>If such property has already been found to be in violation of this Chapter by the Code Enforcement Board <<

(D) In the event the owner fails to maintain his/her property in accordance with the referenced standards herein, the city may perform such maintenance as may be necessary and shall not be responsible for any damage to other vegetation that is in the vicinity of such maintenance activity >>If such property has already been found to be in violation of this Chapter by the Code Enforcement Board <<

\* \* \*

#### Section 93 06 DUTY OF CITY MANAGER

Upon the failure or refusal of the owner tenant lessee or occupant of any improved or unimproved property located within the city to comply with the provisions of this section it shall be the duty of the City Manager or the City Managers designee to give notice, as herein provided, to the owner of such property to comply with the requirements of this section ~~within ninety six (96) hours after the posting of such notice,~~ >>after such property has already been found to be in violation of this Chapter by the Code Enforcement Board,<< setting forth in the notice the legal description for such properties and the estimated cost of correcting the condition of such property or the removal or correction of the condition thereof found to be in violation of this subchapter and to proceed to have the condition thereof remedied upon failure of the owner tenant lessee or occupant to do so within the allotted time

\* \* \*

#### Section 93 08 AUTHORITY OF CITY TO ENTER PROPERTY

The city shall through its employees, agents or contractors, be authorized to enter upon the property >>after such property has already been found to be in violation of this Chapter by the Code Enforcement Board,<< to reasonably remedy the violations as provided herein Entry upon the property under the right hereby granted shall not constitute trespass, and the City and its duly authorized agents or employees so entering shall not be liable to arrest or a civil action by reason of such entry

**Section 93 09 REMEDY BY CITY, COSTS TO BECOME A LIEN AGAINST  
PROPERTY, LIENS, INTEREST**

(A) Upon failure of the owner, tenant lessee or occupant of property to remedy the conditions existing in violation of the requirements of this section >>after such property has already been found to be in violation of this Chapter by the Code Enforcement Board << ~~within ninety-six (96) hours after posting of the notice to do so as provided herein~~, the City Manager or the City Manager's designee shall proceed to have such conditions remedied by contract labor or direct labor or both

(B) The owner of said property shall be notified by first class mail of the cost to remedy the violation, including any and all administrative costs and/or fees incurred In addition, the owner(s) shall be informed of the city's intent to impose a lien on the property or other property of the owner to cover all costs and/or fees incurred by the city to remedy the violation If payment is not received within thirty (30) days from the date of the notice to the owner tenant lessee or occupant indicating the total costs the City Manager or the City Manager's designee shall impose a lien on the property or the owner's property in the amount of the cost for labor administrative costs and fees incurred by the city The lien may be recorded in the official records of Brevard County, Florida Liens created under this subchapter shall remain liens co equal with the liens of all state, county, district and municipal taxes, superior in dignity to all other liens, title and claims, except homestead rights, until paid, and shall bear >>simple<< ~~compound~~ interest annually at a rate not to exceed the legal rate allowed for such liens and may be foreclosed pursuant to the procedure set forth in fla stat Ch 173

(C) The City may also pursue enforcement of the provisions of this chapter by issuing a notice to appear to the owner, tenant or occupant of the property requiring such person to appear in the County Court of Brevard County Florida thereby subjecting said person to the sanctions and penalties set forth in Chapter 10 § 10 99 Palm Bay Code of Ordinances

\* \* \*

**SECTION 2** All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect

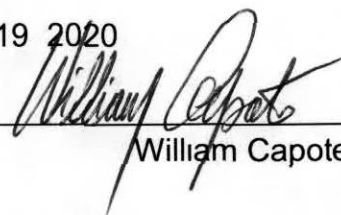
**SECTION 3** It is the intention of the City Council of the City of Palm Bay that the provisions of this Ordinance shall be made a part of the City of Palm Bay Code of Ordinances and the sections may be renumbered to accomplish such intention


**SECTION 4** 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 5** The provisions within this ordinance shall take effect immediately upon the enactment date

Read in title only at Meeting 2020 05, held on March 5, 2020, and read in title only and duly enacted at Meeting 2020-06 held on March 19, 2020

ATTEST  
  
Terese M. Jones, CITY CLERK

  
William Capote, MAYOR

Reviewed by CAO 

**Within the exhibit, ~~strikethrough~~ words shall be deleted, words that will be included will be highlighted and 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** Lisa Morrell, City Manager  
**DATE** March 5, 2020  
**RE** Ordinance Changes to § 93 –Real Property Nuisances

There are a number of Code Sections in Chapter 93 which the Growth Management Department was requested to review. It should be noted that changes to §93 044 – Private Property Parking Regulations are not being requested at this time. This request includes the following Sections:

- 1) **§93.094 – Unimproved Real Property** (to revise the Nuisance Vegetation requirements & clarify that corrective actions can only be undertaken after the Code Board finds the property in violation)
- 2) **§93.06 – Duty of City Manager** (to eliminate 96 hour notices & to clarify that corrective actions can only be undertaken after the Code Board finds the property in violation)
- 3) **§93.08 – Authority of City to Enter Property** (to clarify that corrective actions can only be undertaken after the Code Board finds the property in violation)
- 4) **§93.09 – Remedy by City, Costs to Become A Lien Against Property, Liens, Interest** (to eliminate 96 hour notices, to clarify that corrective actions can only be undertaken after the Code Board finds the property in violation and to make all liens subject to simple not compound interest)

The following is a detailed explanation of the changes:

- 1) **§93.094 – Unimproved Real Property** The change to this section includes three paragraphs. The section on Nuisance Vegetation is being changed to make it more equitable by measuring fifteen feet from the property line rather than from the location of the neighboring house. Also being added is a limitation to one violation every six months rather than every time that the grass reaches twenty-four inches in height. Also, two

paragraphs are being changed to clarify that the City can only take corrective action after the Code Board finds the property in violation Growth Management was directed to make this last change by the City Attorney's office

- 2) **§93.06 – Duty of City Manager** This is another section that is being changed at the direction of the City Attorney's office which will now require all nuisance cases to be heard by the Code Board before the City can take corrective measures The 96 hour notice requirement is being eliminated
- 3) **§93.08 – Authority of City to Enter Property** This is yet another section that is being changed to require Code Board review before the City takes any action on private property
- 4) **§93.09 – Remedy by City, Costs to Become A Lien Against Property, Liens, Interest** The first part of the changes to this section are identical to the changes in §93.06 as noted above The second change in this section, at the request of the City Manager is to change the interest on Nuisance Liens from compound interest to simple interest

#### REQUESTING DEPARTMENT

Growth Management

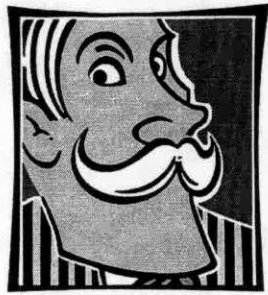
#### FISCAL IMPACT

There may be some reduction in fines collected because the calculation of interest on liens is being changed from compound interest to simple interest

#### RECOMMENDATION

Motion to approve the proposed ordinance changes

Attachments 1) Ordinance Changes to § 93 –Real Property Nuisances



# TRADER JAKE'S

February 7 2020

CITY OF PALM BAY  
120 MALABAR RD. SE PALM BAY FL 32907  
AFFIDAVIT OF PUBLICATION


COMES NOW Affiant, SUSAN BENJAMIN and states:

1 Affiant is an owner of Trader Jake's newspaper with knowledge of the publication of the NOTICE OF PUBLIC HEARING in the above-styled cause

2 Affiant further says that Trader Jakes is a newspaper published at Melbourne, in said Brevard County, Florida, and that the said Trader Jakes has heretofore been continuously published in said Brevard County, Florida, each week, for a period of 1 year next preceding the first publication of the attached copy of advertisement: and Affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

3. The NOTICE OF PUBLIC HEARING in the above-styled cause, a true and correct copy of which is included herein was published for one (1) week, specifically February 7, 2020.

All of the matters set forth are true and correct. I understand that the penalty for making a false statement under oath includes fines and/or imprisonment.

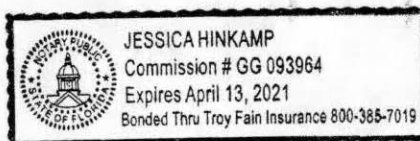
  
SUSAN BENJAMIN

STATE OF FLORIDA  
COUNTY OF BREVARD

SWORN TO OR SUBSCRIBED before me, on the 18 day of February, 2020, the undersigned, by Susan Benjamin who was sworn or took an oath.

  
NOTARY PUBLIC-STATE OF FLORIDA  
Publication cost \$195

Ad/Invoice Number:012744



## NOTICE OF PUBLIC HEARING

CITY OF PALM BAY FLORIDA  
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Palm Bay, Florida, will hold a public hearing for the purpose of enacting Ordinances 2020-06, 2020-09, 2020-10, 2020-11, 2020-12 and 2020-13 at City Hall, 120 Malabar Road, SE, Palm Bay, on February 20, 2020, at 7:00 P.M. titled as shown:

### ORDINANCE 2020-06

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE IX, GENERAL REGULATIONS, CHAPTER 93, REAL PROPERTY NUISANCES, SUBCHAPTER 'UNSATISFACTORY AND UNSANITARY CONDITIONS', BY MODIFYING PROVISIONS 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.

### ORDINANCE 2020-09

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING AND ABANDONING A PORTION OF THE REAR TEN (10) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT; AND A PORTION OF THE SIDE SIX (6) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, LOCATED WITHIN LOT 5, BLOCK 2200, PORT MALABAR UNIT 28, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 123, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

### ORDINANCE 2020-10

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 183, COMPREHENSIVE PLAN REGULATIONS, SECTION 183.01, COMPREHENSIVE PLAN, SUBSECTION (C), ADOPTION OF COMPREHENSIVE PLAN; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

### ORDINANCE 2020-11

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 169, LAND DEVELOPMENT CODE, BY REVISING PROVISIONS RELATED TO VARIANCES; 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.

### ORDINANCE 2020-12

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, SUBCHAPTERS 'DISTRICT REGULATIONS', 'PLANNED UNIT DEVELOPMENT (PUD)', AND 'OFF-STREET PARKING AND LOADING REQUIREMENTS', BY INCLUDING PROVISIONS RELATED TO TINY HOMES; 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.

### ORDINANCE 2020-13

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, SUBCHAPTERS 'GENERAL PROVISIONS' AND 'DISTRICT REGULATIONS', BY CREATING DEFINITIONS AND ESTABLISHING REGULATIONS RELATED TO ACCESSORY DWELLING UNITS; 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.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance(s). The ordinance draft(s) may be inspected by the public from 8:30 A.M. to 5:00 P.M., weekdays, in the Office of the City Clerk, City Hall, 120 Malabar Road, SE, Palm Bay, Florida.

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 (see Chapter 286.0105, Florida Statutes). Such person must provide a method for recording the proceedings verbatim.

Terese M. Jones, CMC  
City Clerk

RECEIVED

FEB 20 2020

City of Palm Bay  
Accounting Division

# NOTICE OF PUBLIC HEARING

## CITY OF PALM BAY, FLORIDA

Notice is hereby given that the City Council of the City of Palm Bay, Florida, will hold a public hearing for the purpose of enacting Ordinances 2020-06, 2020-09, 2020-10, 2020-11, 2020-12 and 2020-13 at City Hall, 120 Malabar Road, SE, Palm Bay, on February 20, 2020, at 7:00 P.M., titled as shown:

### ORDINANCE 2020-06

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE IX, GENERAL REGULATIONS, CHAPTER 93, REAL PROPERTY NUISANCES, SUBCHAPTER 'UNSATISFACTORY AND UNSANITARY CONDITIONS', BY MODIFYING PROVISIONS 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.

### ORDINANCE 2020-09

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING AND ABANDONING A PORTION OF THE REAR TEN (10) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT; AND A PORTION OF THE SIDE SIX (6) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, LOCATED WITHIN LOT 5, BLOCK 2200, PORT MALABAR UNIT 28, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 123, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

### ORDINANCE 2020-10

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 183, COMPREHENSIVE PLAN REGULATIONS, SECTION 183.01, COMPREHENSIVE PLAN, SUBSECTION (C), ADOPTION OF COMPREHENSIVE PLAN; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

### ORDINANCE 2020-11

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 169, LAND DEVELOPMENT CODE, BY REVISING PROVISIONS RELATED TO VARIANCES; 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.

### ORDINANCE 2020-12

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, SUBCHAPTERS 'DISTRICT REGULATIONS', 'PLANNED UNIT DEVELOPMENT (PUD)', AND 'OFF-STREET PARKING AND LOADING REQUIREMENTS', BY INCLUDING PROVISIONS RELATED TO TINY HOMES; 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.

### ORDINANCE 2020-13

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, SUBCHAPTERS 'GENERAL PROVISIONS' AND 'DISTRICT REGULATIONS', BY CREATING DEFINITIONS AND ESTABLISHING REGULATIONS RELATED TO ACCESSORY DWELLING UNITS; 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.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance(s). The ordinance draft(s) may be inspected by the public from 8:30 A.M. to 5:00 P.M., weekdays, in the Office of the City Clerk, City Hall, 120 Malabar Road, SE, Palm Bay, Florida.

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 (Section 286.0105, Florida Statutes). Such person must provide a method for recording the proceedings verbatim.

Terese M. Jones, CMC, City Clerk



# NOTICE OF PUBLIC HEARING

## CITY OF PALM BAY FLORIDA NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Palm Bay, Florida, will hold a public hearing for the purpose of enacting Ordinance Nos. 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07 and 2020-08 at City Hall, 120 Malabar Road, SE, Palm Bay, on January 2, 2020, at 7:00 P.M., titled as shown.

### ORDINANCE 2020-02

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE OF THE CITY OF PALM BAY BY CHANGING THE ZONING OF PROPERTY FROM RS-3 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO RM-20 (MULTIPLE-FAMILY RESIDENTIAL DISTRICT); WHICH PROPERTY IS LOCATED NORTH OF AND ADJACENT TO GRAN AVENUE, IN THE VICINITY EAST OF DIXIE HIGHWAY, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR A CHANGE OF THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

### ORDINANCE 2020-03

A ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, APPROVING A FINAL DEVELOPMENT PLAN TO BE KNOWN AS 'PALM VISTA EVERLANDS' IN PUD (PLANNED UNIT DEVELOPMENT) ZONING; WHICH PROPERTY IS LOCATED AT THE SOUTHEAST CORNER OF ST. JOHNS HERITAGE PARKWAY AND PACE DRIVE, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR A CHANGE OF THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

### ORDINANCE 2020-04

A ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE OF THE CITY OF PALM BAY BY CHANGING THE ZONING OF CERTAIN PROPERTY FROM RR (RURAL RESIDENTIAL DISTRICT) TO PUD (PLANNED UNIT DEVELOPMENT); APPROVING A FINAL DEVELOPMENT PLAN FOR THE PROPOSED PARKING AND PLAYFIELD EXPANSION OF ODYSSEY CHARTER SCHOOL IN PUD (PLANNED UNIT DEVELOPMENT) ZONING; WHICH PROPERTY IS LOCATED AT THE SOUTHEAST CORNER OF ELDRON BOULEVARD AND RALEIGH ROAD, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR A CHANGE OF THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

### ORDINANCE 2020-05

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE OF THE CITY OF PALM BAY BY CHANGING THE ZONING OF PROPERTY FROM RS-2 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO IU (INSTITUTIONAL USE DISTRICT); WHICH PROPERTY IS LOCATED NORTH OF AND ADJACENT TO TISHMAN ROAD, IN THE VICINITY NORTH OF SAN FILIPPO DRIVE, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR A CHANGE OF THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

### ORDINANCE 2020-06

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE IX, GENERAL REGULATIONS, CHAPTER 93, REAL PROPERTY NUISANCES, SUBCHAPTER 'UNSATISFACTORY AND UNSANITARY CONDITIONS', BY MODIFYING PROVISIONS 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.

### ORDINANCE 2020-07

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XI, BUSINESS REGULATIONS, CHAPTER 118, LIENS LEVIED AGAINST PRIVATE PROPERTY, BY MODIFYING PROVISIONS RELATED TO THE COLLECTION OF LIENS; 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.

### ORDINANCE 2020-08

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2020 BUDGET BY APPROPRIATING AND ALLOCATING FUNDS AS FOLLOWS: USE OF UNDESIGNATED FUND BALANCE IN THE FOLLOWING FUNDS: GENERAL FUND; LAW ENFORCEMENT TRUST FUND;

PARKS IMPACT FEE FUND - NEXUS 32907; TRANSPORTATION IMPACT FEE FUND - NEXUS 32908; GO ROAD BOND PROGRAM FUND; AND UTILITIES RENEWAL AND REPLACEMENT FUND; USE OF DESIGNATED FUND BALANCE IN THE FOLLOWING FUNDS: STATE HOUSING GRANT FUND; AND CONNECTOR ROAD I-95 FUND; RECOGNIZING THE FOLLOWING GRANTS AND AGREEMENTS: REIMBURSABLE FDOT LOCAL AGENCY PROGRAM (LAP) AGREEMENT; FEMA ASSISTANCE TO FIREFIGHTERS GRANT FOR AUTOMATED CHEST COMPRESSION DEVICES; AND SAVE OUR INDIAN RIVER LAGOON (SOIRL 18-17) COST SHARE FUNDING AGREEMENT AMENDMENT; TRANSFER OF IMPACT FEE FUNDING TO NEW NEXUS FUNDS SEPERATED BY ZIP CODE; RECORD AND ALLOCATE FUNDS RECEIVED FROM THE FLORIDA HOUSING FINANCE CORPORATION AS PART OF THE PREVIOUS YEAR'S FUNDS DISBURSEMENT HELD UNTIL SHIP COMPLIANCE WAS RESTORED; RECORD BCRA FUNDING TRANSFERS TO RESERVES PER BREVARD COUNTY RESOLUTION 2019-237 AND INTERLOCAL AGREEMENTS LIMITING FUNDING EXPENDITURES BEYOND EXISTING DEBT/CONTRACTUAL OBLIGATIONS, LEGALLY REQUIRED ADMINISTRATION EXPENSES, AND LAND ACQUISITIONS NOT TO EXCEED \$330,218; RECOGNIZING THAT SUCH APPROPRIATIONS MUST BE MADE PURSUANT TO THE CODE OF ORDINANCES OF THE CITY OF PALM BAY, CHAPTER 35; ADOPTING, RATIFYING, CONFIRMING, AND VALIDATING THE ALLOCATIONS; PROVIDING FOR AN EFFECTIVE DATE.

CONFIRMING, AND VALIDATING THE ALLOCATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance(s). The ordinance draft(s) may be inspected by the public from 8:30 A.M. to 5:00 P.M. weekdays, in the Office of the City Clerk, City Hall 120 Malabar Road, SE, Palm Bay, Florida.

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 5:00 p.m., before the hearing (Section 59.03, Palm Bay Code of Ordinances).

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 (Section 286.0105, Florida Statutes). Such person must provide a method for recording the proceedings verbatim.

Terese M. Jones, CMC City Clerk

# RECEIVED

JAN 21 2020

City of Palm Bay  
Accounting Division

Office of The

APR 01 2020

City Clerk



# TRADER JAKE'S

March 4 2020

CITY OF PALM BAY  
120 MALABAR RD SE PALM BAY FL 32907  
AFFIDAVIT OF PUBLICATION

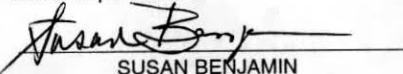
COMES NOW Affiant, SUSAN BENJAMIN and states:

1 Affiant is an owner of Trader Jake's newspaper with knowledge of the publication of the NOTICE OF PUBLIC HEARING in the above styled cause.

2 Affiant further says that Trader Jakes is a newspaper published at Melbourne, in said Brevard County, Florida, and that the said Trader Jakes has heretofore been continuously published in said Brevard County, Florida, each week, for a period of 1 year next preceding the first publication of the attached copy of advertisement: and Affiant further says that she has neither paid nor promised any person firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

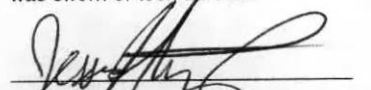
3 The NOTICE OF PUBLIC HEARING in the above-styled cause, a true and correct copy of which is included herein was published for one (1) week, specifically March 6, 2020.

All of the matters set forth are true and correct. I understand that the penalty for making a false statement under oath includes fines and/or imprisonment.

  
SUSAN BENJAMIN

STATE OF FLORIDA  
COUNTY OF BREVARD

SWORN TO OR SUBSCRIBED before me,  
on the 12 day of March, 2020<sup>9</sup>#  
the undersigned by Susan Benjamin who  
was sworn to or took an oath.

  
NOTARY PUBLIC-STATE OF FLORIDA  
Publication cost \$95

Ad/Invoice Number:012786

## NOTICE OF PUBLIC HEARING

### CITY OF PALM BAY, FLORIDA

Notice is hereby given that the City Council of the City of Palm Bay Florida, will hold a public hearing for the purpose of enacting Ordinances 2020-06 and 2020-20 at City Hall, 120 Malabar Road, SE, Palm Bay, on March 19, 2020, at 7:00 P.M., titled as shown:

#### ORDINANCE 2020-06

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE IX, GENERAL REGULATIONS, CHAPTER 93, REAL PROPERTY NUISANCES, SUBCHAPTER 'UNSATISFACTORY AND UNSANITARY CONDITIONS', BY MODIFYING PROVISIONS 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.

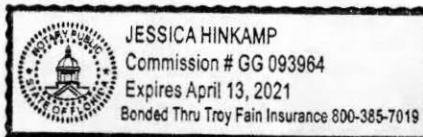
#### ORDINANCE 2020-20

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING ORDINANCE 2019-68, WHICH AMENDED THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 178, SIGNS, BY ELIMINATING THE TIME LIMIT PROVISIONS RELATED TO THE DISPLAY OF TEMPORARY SIGNS; 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.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance(s). The ordinance draft(s) may be inspected by the public from 8:30 A.M. to 5:00 P.M., weekdays, in the Office of the City Clerk, City Hall, 120 Malabar Road, SE, Palm Bay, Florida.

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 (Section 286.0105, Florida Statutes). Such person must provide a method for recording the proceedings verbatim.

Terese M. Jones, CMC  
City Clerk



*Handwritten:* 4-6-20

## CHAPTER 93: REAL PROPERTY NUISANCES

### § 93.04 UNIMPROVED REAL PROPERTY.

(A) (1) It shall be unlawful for owners of unimproved real property located within the city whose property line adjoins or abuts improved real property to either permit weeds, grass, undergrowth or other vegetative matter to grow thereon to a height of more than twenty-four inches (24") within fifteen feet (15') of the side and rear lot lines.

>>Enforcement of the above requirement shall only require one individual side or rear lot line be brought into compliance. The requirement to remove vegetation along a lot line shall only be required abutting improved properties.<< Each unimproved real property cited under this subsection shall only receive one violation within any six (6) month period

## ORDINANCE 2021-21

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE IX, GENERAL REGULATIONS, CHAPTER 93, REAL PROPERTY NUISANCES, SUBCHAPTER 'UNSIGHTLY AND UNSANITARY CONDITIONS', BY INCLUDING ADDITIONAL PROVISIONS RELATING TO UNIMPROVED REAL PROPERTY; 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 IX, General Regulations, Chapter 93, Real Property Nuisances, Subchapter 'Unsightly and Unsanitary Conditions', Section 93.04, Unimproved Real Property, is hereby amended and shall henceforth read as follows:

"Section 93.04 UNIMPROVED REAL PROPERTY.

(A) (1) It shall be unlawful for owners of unimproved real property located within the city whose property line adjoins or abuts improved real property to either permit weeds, grass, undergrowth or other vegetative matter to grow thereon to a height of more than twenty-four inches (24") within fifteen feet (15') of the side and rear lot lines. >>Enforcement of the above requirement shall only require one individual side or rear lot line be brought into compliance. The requirement to remove vegetation along a lot line shall only be required abutting improved properties.<< Each unimproved real property cited under this subsection shall only receive one violation within any six (6) month period.

\* \* \*

**SECTION 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

**SECTION 3.** 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 4.** 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 5.** The provisions within 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: \_\_\_\_\_

***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:** Frank Watanabe, Public Works Director, City Engineer

**DATE:** 4/1/2021

**RE:** Consideration of a Right-of-Way Use Agreement for the installation of a fence at 1802 Cajeput Court NW.

Public Works is requesting the approval for this unique situation to issue a Right of Way Use Agreement to install a fence in the City right of way to Michael E. Gangwer, homeowner, 1802 Cajeput Court NW, Palm Bay, Florida 32907. The property is located on a short cul-de-sac that is presently occupied only by the applicant. The right of way of the cul-de-sac is squared off rather than circular, which prevents the proposed fence to be in line with the residential driveway. The installation of the proposed fence will not impact the traffic movement or drainage swales. The term of this agreement is considered temporary and may be withdrawn anytime at the discretion of the City upon a 60-day written notice by either party. The homeowner will maintain the area within the Row of Way Use Agreement.

**REQUESTING DEPARTMENT:**

Public Works

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Motion to approval the issuance of a Right of Way Use Agreement to install a fence in the City right of way.

**ATTACHMENTS:**

**Description**

Right of Way Agreement

Unit 41 Cajeput Fence Diagram

**THIS INSTRUMENT PREPARED BY  
AND RETURN TO:**

JENNIFER D. COCKCROFT, ESQ.  
CITY OF PALM BAY  
120 MALABAR ROAD SE  
PALM BAY, FL 32907  
ATTN: TERESE JONES

For Recording Purposes Only

**RIGHT OF WAY USE AGREEMENT**

This City of Palm Bay Temporary Right of Way Use Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021 by and between the City of Palm Bay, a municipal corporation of the State of Florida (the City or Grantor), and Michael E. Gangwer (Grantee), whose address is 1802 Cajeput Court, NW, Palm Bay, Florida, 32907, collectively referred to herein together as “the Parties.”

**RECITALS:**

**WHEREAS**, Michael E. Gangwer, hereinafter referred to as “Grantee”, has requested permission from the City to install a fence, hereinafter referred to as “improvements” within the right of way of Cajeput Court, Palm Bay, Florida; and

**WHEREAS**, as a condition of approval, City has requested certain terms and conditions, as outlined herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The above recitals are hereby adopted and incorporated herein.
2. Subject to the terms contained herein, the City hereby grants upon the Grantee, its successors and assigns, a temporary nonexclusive agreement upon and across the following described lands, situated in the City of Palm Bay, Brevard County, Florida:

See Exhibit “A”.

### 3. TERMS AND CONDITIONS:

- a. NONEXCLUSIVE: This Agreement granted hereby is nonexclusive. Grantor shall have the right to use the easement area in any manner that does not interfere with the uses allowed Grantee and the public generally by this document.
- b. ACCESS: The access granted shall include the right to reasonably enter upon the lands of the Grantor that are contiguous to the subject property in order to accomplish the aforesaid actions and utilize the aforesaid right-of-way and free ingress and egress over and across the subject property and the contiguous property of the Grantor.
- c. OBSTRUCTIONS: The Grantee shall have the right to clear, keep clear and remove from the subject property all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of aforesaid facilities.
- d. AUTHORITY: The Grantor does hereby covenant with the Grantee, that it is lawfully seized and possessed of the subject property in fee simple absolute.
- e. LIMITATIONS: The above granted access shall be solely upon public right-of-way for the purposes above described and shall not impede the right to open right of way.
- f. IMPROVEMENTS/MAINTENANCE: Grantee, its successors and assigns shall be solely responsible for all activities and use of the easement granted hereby and of any improvements placed thereon as well as maintenance of same. If Grantee fails to maintain, Grantor may exercise its option to remove any improvements which are maintained to the reasonable satisfaction of Grantor after giving 72 hours to cure same.
- g. RESTORATION: Grantee covenants and agrees that after any construction work performed by or on behalf of Grantee has been completed, Grantee will at its sole cost and expense, promptly remove Grantee's equipment and materials from the easement property and will repair, replace, and restore the area of that property, or improvements thereon, that are damaged or disturbed as a consequence of the work.



- h. TERM: Grantee agrees that this Right of Way Use Agreement is temporary and may be withdrawn anytime at the discretion of the City.
- i. TERMINATION: Grantee agrees that upon a 60 days written notice from the City, the Grantee will remove all improvements from the Cajeput Court right of way and restore the area to its original condition.
- j. NO LIEN: Grantee shall not permit any claim, lien, or other encumbrance arising from construction work or Grantee's use of the easement property to accrue against or attach to the easement property or the interest of Grantor in adjacent lands.
- k. PERMITS/APPROVALS: Grantee shall secure all permits and approvals required for Grantee's improvement and use of the easement area. Grantee will not use, or allow to be used, the easement area or improvements thereon in any illegal manner.
- l. NOTICE: Whenever either party desires to give notice unto the other, it must be given by written notice, sent via United States certified mail with return receipt requested or other mail courier service, addressed to the party for whom it is intended at the place specified as the place for giving of notice. For the present, the parties designate the following as the respective places for the giving of notice:

**FOR THE CITY/GRANTOR**

Suzanne Sherman, City Manager  
City of Palm Bay  
120 Malabar Road, SE  
Palm Bay, Florida 32907

With a copy to:  
Patricia Smith, City Attorney  
City of Palm Bay  
120 Malabar Road, SE  
Palm Bay, Florida 32907

**FOR THE GRANTEE**

Michael E Gangwer  
1802 Cajeput Court, NW  
Palm Bay, Florida 32907

- m. **INDEMNIFICATION:** Grantee shall be liable for all damages or injury to any and all persons or property caused by any use of the right of way by the Grantee, its successors or assigns, during the term of this Temporary Right of Way Use. The Grantee shall indemnify and save harmless the City, its agents, officers and employees from any and all judgments recovered by anyone for personal injury, death or property damage, or any other theory of liability sustained by reason of the Grantee, its successors or assigns' use of the Unimproved Right-of-Way during the term of this Agreement. The Grantee shall pay all expenses including, but not limited to, defense and legal costs and attorney's fees, in defending against any such claim made against the City or any of the City's agents, officers or employees. Nothing set forth in this Agreement shall be deemed or construed as a waiver of sovereign immunity by the City and the City shall have all rights and protections provided under Section 768.28, *Florida Statutes*, and other applicable law.
- n. **INSURANCE:** The Grantee shall maintain appropriate insurance coverages as required by City ordinances and policies and shall be required to provide proof of same upon request by Grantor. The City shall be named as an additional insured on the Grantee's liability insurance.
- o. **JURY TRIAL WAIVER/FEEES/VENUE/APPLICABLE LAW:** The parties agree to waive any right to trial by jury for any litigation arising out of this agreement, that the venue shall be in the appropriate courts of Brevard County, Florida, applying the laws of the State of Florida and to bear their own fees, including attorney's fees.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their undersigned representatives on and as of the respective dates hereinafter indicated below their signatures.

**ATTESTATION:**

\_\_\_\_\_  
Terese M. Jones, City Clerk  
Date: \_\_\_\_\_

**GRANTOR:  
CITY OF PALM BAY**

By: \_\_\_\_\_  
Robert Medina, Mayor  
Date: \_\_\_\_\_

Witness Two Signatures:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**Acknowledgement**

**STATE OF FLORIDA  
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me, by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by Robert Medina, Mayor of the City of Palm Bay, Florida, who is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my hand and official seal in the County and State aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2021.

NOTARY SEAL OR STAMP:

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name Typed, Printed or Stamped

My Commission Expires:

Signed sealed and delivered

**GRANTEE:**

\_\_\_\_\_  
Witness One

By: \_\_\_\_\_

Michael E. Gangwer

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Two

\_\_\_\_\_  
Print Witness Name

**STATE OF FLORIDA  
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me, by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by Michael E. Gangwer/Grantee. He is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my hand and official seal in the County and State aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2021.

NOTARY SEAL OR STAMP:

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name Typed, Printed or Stamped

My Commission Expires:

## **EXHIBIT "A"**

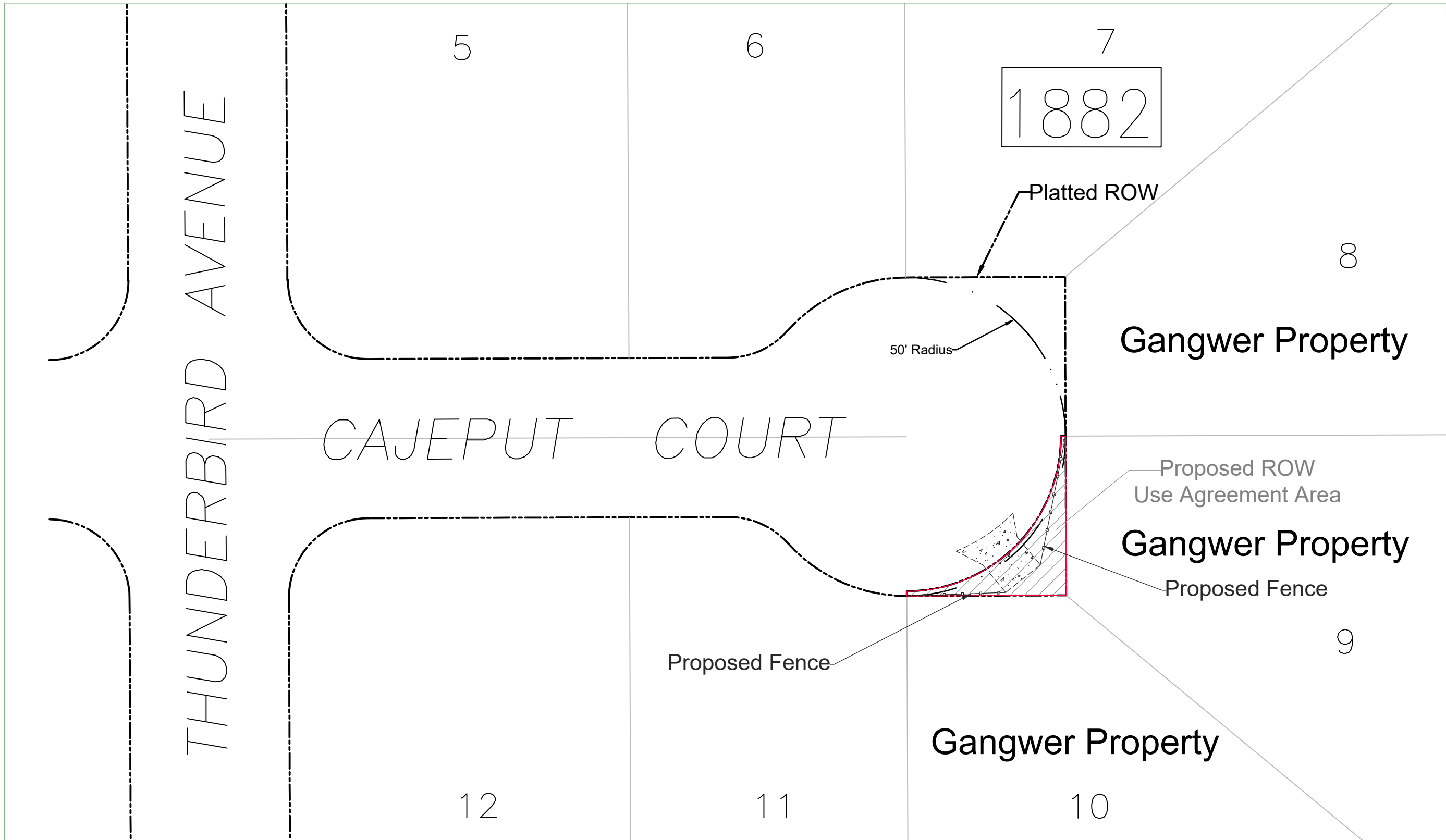
### DESCRIPTION:

A portion of Cajeput Court, a 50 foot public Right of Way, as shown on the plat of Port Malabar Unit Forty One, Plat Book 21, Pages 36 – 42, Public Records of Brevard County Florida, being more particularly described as follows:

Beginning at the Northwest corner of Lot 9, Block 1882 of said Port Malabar Unit Forty One plat; thence S 00°15'51" E a distance of 50.00 feet, along the East Right of Way of Cajeput Court; thence S 89°44'09" W a distance of 50.00 feet, along the South right of Way of Cajeput Court; thence N 00°15'51" W a distance of 1.50 feet to the beginning of a curve concave Northwesterly having a radius 48.50 feet: thence Northeasterly 76.18 feet along said curve through a central angle of 90°00'00" and a chord bearing of N 44°44'09" E; thence N 89°44'09" E a distance of 1.50 feet to the Point of beginning.

Containing 552 square feet, more or less.

LOCATION MAP



#1802 CAJEPUT COURT - RIGHT OF WAY USE AGREEMENT

CITY OF PALM BAY, FLORIDA

DESIGNED BY: JNH DATE: MAR. 2021

DRAWN BY: JNH SCALE: NTS

| REVISIONS | DATE | BY |
|-----------|------|----|
|           |      |    |
|           |      |    |



## 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:** 4/1/2021

**RE:** Consideration of a Ground Lease Agreement with Brightline Trains Florida, LLC for the construction of a new railroad bridge over Turkey Creek.

As part of the double tracking of the Florida East Coast (FEC) railroad, the City was approached by Brightline Trains Florida, LLC, to use the unpaved southern portion of Maplewood Street approximately 20 foot wide by 762 foot long for the construction of the new railroad bridge over Turkey Creek. The construction would require the area to be filled, compacted, and raised to the elevation of the existing railroad grade and then a large construction crane would be staged for the erection of the new bridge trusses. The anticipated construction schedule would be two years. The existing roadway of Maplewood Street is currently not used as a functioning roadway.

The agreement would commence on April 1, 2021 and terminate September 30, 2022. As part of the lease agreement, Brightline Trains Florida, LLC. would pay the City in the amount of \$1,531.20 per month for a total of \$27,561.60 for the use of the right of way. The lease agreement has been reviewed by the City Attorney to be acceptable.

### REQUESTING DEPARTMENT:

Public Works

### FISCAL IMPACT:

Lease payments received by FEC for the eighteen-month lease agreement in the amount of \$27,561.60 will be allocated to General Fund Revenue G/L 001-0000-362-1001 Property Lease.

### RECOMMENDATION:

Motion to approve the lease agreement with Brightline Trains Florida, LLC. with a lease amount of \$1,531.20 per month to terminate on September 30, 2022.

### ATTACHMENTS:

#### Description

FEC - Palm Bay Lease Agreement

## GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF PALM BAY, FLORIDA**, a **municipal corporation of the State of Florida** ("Lessor"), located at 120 Malabar Road, Palm Bay, Florida 32907, and **BRIGHTLINE TRAINS FLORIDA LLC**, a Delaware limited liability company ("Lessee"), doing business at 161 NW 6<sup>th</sup> Street, Suite 900, Miami, Florida 33136.

### W I T N E S S E T H:

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Lessor and Lessee, and the mutual covenants contained herein, and intending to be legally bound hereby, Lessor and Lessee hereby agree with each other as follows:

1. **Effective Date.** The effective date of the Lease ("**Effective Date**") shall be the date of final execution of the Lease by the last signing party.

2. **Description of Leased Premises.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor a certain portion of real property in Brevard County, Florida, more particularly described on **Exhibit "A"**, and depicted on the aerial photograph on **Exhibit "A-1"**, both attached hereto and made a part hereof (the "**Leased Premises**").

3. **Use.** The Leased Premises may be used by Lessee, its employees, agents, and contractors, and subcontractors, for access to Lessee's construction project ("**Project**") on the Florida East Coast railroad right-of-way ("**ROW**") to facilitate the construction of the Turkey Creek Bridge, to access the construction of a temporary work trestle and a temporary access road centered on the ROW. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits, if any, required for Lessee's use of the Leased Premises (the "**Governmental Approval**").

4. **Term.** The term of this Lease shall commence on April 1, 2021 (the "**Commencement Date**") and terminate on September 30, 2022 ("**Term**").

5. **Rent.** Starting on the Commencement Date, and thereafter each month during the Term of this Lease, Lessee shall pay to Lessor a monthly rental amount of **\$1,531.20 Dollars** ("**Rent**"), which shall be deemed to include any applicable State, County or local sales or use tax. Rent shall be payable in advance on or before the fifteenth (15th) day of each calendar month, and shall be remitted to the address shown above for Lessor in this Lease, or such other address as Lessor may direct by notice of writing to Lessee. It shall be the sole responsibility of the Lessor to remit payment of any applicable State, County or local sales, rent or use tax to the appropriate taxing authority. If the Commencement Date, or the date of termination (the "**Termination**")



**Date**”), of this Lease is other than the first (1st) day of a calendar month, Rent shall be prorated. In the event of termination for any reason, other than nonpayment of Rent, all Rent paid in advance of the Termination Date for that period, after the Termination Date shall be refunded to Lessee.

6. **Lessor’s Representation and Warranties.** Lessor represents and warrants that, to the best of its knowledge upon execution, there are no easements, licenses, rights of use or other encumbrances on the Leased Premises which will interfere with or constructively prohibit Lessee’s intended use of the Leased Premises. Lessor further represents and warrants that, to the best of its knowledge upon execution, the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

7. **Termination.** Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default (without however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues curing of the default to completion within a reasonable time period, the non-defaulting party shall no longer be entitled to declare a default;

(b) By Lessee for any reason upon thirty (30) days advance written notice from Lessee to Lessor.

8. **Condition of the Leased Premises at Commencement.** The parties agree that the Leased Premises is leased as it currently exists in an “As-Is” condition. Lessor acknowledges receipt of the Phase I Environmental Site Assessment of Turkey Creek Railroad Bridge Access Maplewood Street City Right of Way (South of Pospisil Ave NE) Palm Bay, Brevard County, Florida, prepared by Wood Environment & Infrastructure Solutions, Inc., dated March 3, 2021, Project No. 6063190334.14 (“Pre-Activity Report”), and the parties agree that the Pre-Activity Report establishes the condition of the Leased Premises prior to the Commencement Date.

9. **Condition of Leased Premises on Termination.** Prior to termination or expiration of this Lease, Lessee shall properly remove all trash, debris, and other waste materials from the Leased Premises, and remove all of its personal property from the Leased Premises. However, Lessor shall retain any fill material used for this construction. The material may be left on site and all other construction materials shall be removed.

10. **Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to Lessee’s personal property, if any, on the Leased Premises. Lessor shall be responsible for all ad valorem taxes, special assessments and any other taxes of whatsoever kind or nature levied by the United States of America, State of Florida, any county, municipality or special taxing district organized under the State of Florida, upon any of the Leased Premises.

11. **Condemnation.** If a condemning authority takes all of the Leased Premises or a portion sufficient in Lessee’s determination to render the Leased Premises, in the opinion of Lessee,

unsuitable for the use which Lessee was then making of the Leased Premises, this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its moving expenses, prepaid rent and business dislocation expenses. A sale of all or part of the Leased Premises to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this paragraph.

12. **Insurance.** Lessee shall purchase and maintain in full force and effect throughout the Term of this Lease public liability and property damage policies. The policy of general liability insurance shall provide a combined single limit of \$1,000,000 and shall name Lessor as an additional insured.

13. **Lessee's Environmental Covenants and Indemnity.** As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. If, during the Term of this Lease, Lessee shall cause the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, or contractors it will be done in compliance with all applicable laws, rules, regulations and orders. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises to the extent caused by the acts, omissions or negligence of Lessee, its employees, business invitees, or contractors. The foregoing indemnity shall survive any termination of this Lease.

14. **Lessor's Environmental Representation.** Lessor represents and warrants that no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Premises prior to the Commencement Date of this Lease, to the best knowledge of Lessor as of date of execution.

15. **Mutual Indemnification.** Lessor shall defend, indemnify and save harmless Lessee from and against any and all claims, liabilities, loss or damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Leased Premises resulting from any negligent or intentional act(s) or omissions(s) of Lessor, or Lessor's officers, agents, servants, employees, contractors, or sublessees. ———This indemnification obligation shall survive the expiration or earlier termination of the Lease. Notwithstanding, nothing contained herein shall be construed as an admission of liability by Lessor nor a waiver by Lessor of its right to sovereign immunity pursuant to Florida Statute §768.28 and any indemnification shall only be to the extent allowed by law.

Lessee shall indemnify and save harmless Lessor from and against any and all claims, liabilities, loss or damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Leased Premises resulting from any act(s) or omissions(s) of

Lessee, or Lessee's officers, agents, servants, employees, or contractors. Further, Lessee shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessor or in which Lessor may be impleaded with others upon any such matter, claim or claims, except as may result from the acts described in the preceding paragraph. This indemnification obligation shall survive the expiration or earlier termination of the Lease.

16. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery, or three (3) days after being deposited in the U.S. Mail, registered or certified, and postage prepaid, or one (1) day after being deposited with a recognized overnight delivery service. Such notices shall be addressed to the party at the addresses shown below, or at such other address or addresses as either party shall designate to the other in writing in accordance with this paragraph:

|                 |  |
|-----------------|--|
| As to Lessor:   | City of Palm Bay, Florida<br>Attention: <u>City Manager</u><br>120 Malabar Road<br>Palm Bay, Florida 32907   |
| With a copy to: | City Attorney<br>120 Malabar Road<br>Palm Bay, Florida 32907   |
| As to Lessee :  | Brightline Trains Florida LLC<br>10705 Jeff Fuqua Blvd.<br>Suite 4114<br>Orlando, Florida 32827<br>Attention: Scott Gammon, SVP, Construction<br>Phone: 407-825-6224<br>E-mail address: <a href="mailto:scott.gammon@gobrightline.com">scott.gammon@gobrightline.com</a> |
| With a copy to: | Brightline Trains Florida LLC<br>161 NW 6 <sup>th</sup> Street<br>Suite 900<br>Miami, Florida 33136<br>Attention: General Counsel  |

17. **Title and Quiet Enjoyment.** Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; and (ii) it has good and marketable fee simple title to the Leased Premises. Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises during the Term of the Lease. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees, or agents to use any portion of any property owned or controlled by Lessor in any way which interferes with operations of Lessee. Such interference shall be deemed a material breach by Lessor, and Lessee shall have the right, in addition to any other rights that it may have in law or equity, to enjoin such interference or to terminate this Lease.

18. **Subordination and Non-Disturbance.** This Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Lessor which may now or hereafter encumber the Leased Premises, provided that no such subordination

shall be effective unless the holder of every such Mortgage shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Lessor's interest in the Leased Premises, such holder shall recognize and confirm the validity and existence of this Lease and that Lessee shall have the right to continue its use and occupancy of the Leased Premises in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. Lessee shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. Lessor represents and warrants that the Leased Premises are free and clear of Mortgages and all other liens and encumbrances.

19. **Assignments.** Lessee shall have the right to assign or transfer its rights under this Lease, with the prior approved written consent of Lessor, which shall not be unreasonably withheld, delayed, or conditioned. Provided however, the Lessor's consent shall not be required for an assignment or transfer of the Lease to (a) any entity controlling, controlled by or under common control of the Lessee; (b) any entity acquiring substantially all of the assets of the Lessee; or (c) any successor entity in a merger or consolidation involving the Lessee. Any assignee is subject to the terms of this Lease. This Lease and the parties' respective rights and obligations under this Lease are binding upon and inure to the benefit of the parties hereto and each of their respective permitted successors and assigns.

20. **Successors and Assigns.** This Lease shall run with the Leased Premises described on **Exhibit "A"** and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

21. **Liens.** Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the personal property of the Lessee on the Leased Premises or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Lessee recognizes that Lessor is a governmental entity and shall not cause any liens against the subject property, and Lessor shall bear full responsibility for obtaining any releases and satisfactions at its own expense.

22. **Waiver of Incidental and Consequential Damages.** Neither party will assert any claim whatsoever against the other party for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by the such party as a result of a breach of this Lease by the other party..

23. **Certifications.** Either party may request, in writing, that the other party certify information to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) days after receipt of written request and may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any offsets, counter-claims or defenses on the part of the other party; (v) the commencement and expiration dates of the Term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

**24. Miscellaneous.**

(a) In the event of any litigation arising hereunder each party shall bear its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

(c) If either Lessor or Lessee is represented by a broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(d) This Lease shall be construed in accordance with the laws of the state of Florida.

(e) In the event of litigation, the parties waive any right to trial by jury.

(f) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(g) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Leased Premises, and to take such action as Lessee may reasonably require to effect the intent of this Lease.

(h) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart. The parties agree that a scanned or electronically reproduced copy or image of this Lease shall be deemed an original.

(SIGNATURE PAGES FOLLOWING)

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

WITNESS:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

LESSOR:

**CITY OF PALM BAY, FLORIDA**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

DocuSigned by:



F03BA68C1BBB4C8...

Stephanie Fuentes

Print Name

DocuSigned by:



DC9C87FE319541A...

Daniele Augusto

Print Name

LESSEE:

**BRIGHTLINE TRAINS FLORIDA LLC**

DocuSigned by:



3A6A30B3BF67460...

By: \_\_\_\_\_

Print Name: Patrick Goddard

Title: President

Date: 3/24/2021

## **EXHIBIT "A"**

### **Leased Premises**

The Leased Premises is a strip of land approximately **760 feet by 20 feet**, as shown in red on the aerial photograph in **Exhibit "A-1"** attached hereto, which Leased Premises are a portion of the parent tract with a Parcel ID # 28-37-24-27-2-8.

**EXHIBIT "A-1"**

**Aerial Photograph of the Leased Premises**

The Leased Premises is identified in red in the aerial photograph of the parent tract:

[see attached]



# **Exhibit A- Real Property Lease Agreement**

Area between FECR right of way (to the east) and 2920 Pospisil Ave NE, Palm Bay, Florida 32905 (to the west), Parcel ID 28-37-24-27-2-8

**Turkey  
Creek**

Parcel ID 28-37-24-27-2-8

Leased  
Premises

Temporary Wall and  
Trestle for bridge  
construction access

FECR ROW)

20'



400 ft

Google Earth

© 2020 Google





## 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:** 4/1/2021

**RE:** Consideration of advancing Unit 30, Madden Avenue and Osmosis Drive ahead of remaining GO Road Bond Paving Program, Phase 2, road paving units.

On March 18, 2021, Council approved the Phase 3 Road Bond Paving Program. During the discussions, Council discussed the second endorsement by the Infrastructure Advisory Oversight Board (IAOB) regarding the road paving of Madden Avenue in Phase 3 of the Road Bond Program and the motion to keep Unit 49 road paving in Phase 5 of the Road Bond Program.

On Monday, March 22, 2021, for clarification, staff and the IAOB revisited the motion to endorse Madden Ave road paving in the Phase 3 of the Road Bond Program and Unit 49 road paving in Phase 5 of the Road Bond Program. The items were discussed, and the board vote unanimously to endorse Madden Avenue in Phase 3 of the Road Bond Program and to keep the paving of Unit 49 in Phase 5 of the Road Bond Program.

In addition, the IAOB approved to add Osmosis Drive from Unit 31 to Madden Avenue in the Phase 3 Road Bond Program. As part of the Phase 3 road paving design, both Madden Avenue and Osmosis Drive can be added to the adjacent Phase 3 Unit 30 road paving. Due to the potential increase in the cost of asphalt and utility conflicts in the remaining Unit 2 road paving, staff is requesting to advance the design and construction of Unit 30 with Madden Avenue and Osmosis which do not have utilities ahead of the Phase 2 Paving Units.

**REQUESTING DEPARTMENT:**

Public Works

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Motion to approve advancing Unit 30 with Madden Ave and Osmosis Drive ahead of the remaining Phase 2 road paving units.





## 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:** 4/1/2021

**RE:** Consideration of amending capital equipment purchase for slope mowing and cutbacks throughout the City (Public Works Department - \$62,349 savings).

On September 3, 2020, Council approved the capital funding in the amount of \$150,000 to purchase one tractor with side cutter head attachment to be used for slope mowing and cutbacks for locations throughout the City.

Since the approval of the capital funding, the Fleet Department has determined 2007 John Deere 5525 tractor equipment #6809, 2006 flat deck bush hog #7076, and 2006 Alamo batwing deck #7083, used for mowing, have all exceeded the useful life expectancy and is recommended to be removed from service. The maintenance costs and down time of the equipment exceeds the cost of a replacement.

The Public Works Operations Division received quotes from the Florida Sheriffs Contract Quote (FSCQ) for the replacement of the following equipment:

| Equipment Description                        | FSCQ Quote |
|--|------------|
| John Deere 5100M Tractor                     | \$67,070   |
| Bush Hog Attachment                          | \$ 7,681   |
| John Deer Flex Wing Rotary Cutter Attachment | \$12,900   |

With Council approval, this change in the purchase of attachments will generate a savings of \$62,349 of the original \$150,000 request.

**REQUESTING DEPARTMENT:**  
Public Works

**FISCAL IMPACT:**  
Due to estimated savings, the fiscal impact for FY 21 is to return a total of \$62,349 to General Fund Undesignated Fund Balance from G/L #521-7070-519-6401.

**RECOMMENDATION:**

Motion to approve the change in the capital purchase of side cutter head attachment to the Bush Hog and John Deere attachments.

**ATTACHMENTS:**

**Description**

FSCQ - Bush Hog Quote

FSCQ - John Deere 5100M Tractor Quote

FSCQ - John Deere Rotary Cutter Quote



## BUSH HOG® SPECIFICATIONS

| OPTION DOWN FROM 3815HD  |  |
|--|--|
| DESCRIPTION  | MODEL  |
|  | <b>3308SH-2</b>  |
| Cutting Width  | 8'3"   |
| Cutting Height   | 2" - 13"   |
| Cutting Capacity   | 3" Diameter  |
| Hitch  | Cat 1 or 2 (Semi-Mount Only With Variable Offset Up To 13"<br>To the Right of Tractor Center Line) |
| Deck Thickness (ga)  | 10   |
| Side Bands   | 12" x 1/4"   |
| Driveline  | ASAE Category 4  |
| Driveline Protection   | 4-Plate Slip Clutch  |
| Gearbox Rating (HP)  | 140 (Transfer); 130 (Cutting) (rating based on field performance)                                  |
| Minimum Tractor PTO HP   | 40   |
| Blade Holder   | Round Pan  |
| Blades   | 1/2" x 3 1/2" Uplift   |
| Blade Overlap  | 5"   |
| Blade Tip Speed (FPM)  | 16,121   |
| Wheels   | 21" Laminated Tires  |
| Safety Shielding   | Front Single or Double Row Chains, Rear Metal Band or Single or Double Row Chains                  |
| Approximate Weight   | 1,950 lb   |
| Transport Width  | 8'10"  |
| Overall Length   | 9'7" (Semi-Mount)  |
| Axle Suspension  | Heavy-Duty Axle with Rubber Suspension   |
| 10-Year Gearbox Limited Warranty and 1-Year Machine Limited Warranty |  |

PTO adapter must not be used in any application.

A deflector kit or chain shielding must be used for all non-agricultural purposes or in areas where thrown objects could be hazardous to people, animals, or property.

## PRICING

| OPTION DOWN FROM BH3815HD TO MODEL BH3308SH-2 |   |
|---|---|
| PART NUMBER                                   | DESCRIPTION   |
| 3308SH-2                                      | 3308SH-2 Series Multi-Spindle Rotary Cutter, Round Pan Blade Carrier, 540 PTO |
| 89045   | Hydraulic Cylinder Bundle   |
| 50075423                                      | Front Single Row Chains   |
| 50075425                                      | Rear Single Row Chains  |
| <b>3815HD Contract Price</b>                  | <b>\$17,784</b>   |
| <b>3308SH-2 Option Deduct</b>                 | <b>(\$10,103)</b>   |
| <b>3308SH-2 Price</b>                         | <b>\$7,681</b>  |

Prices F.O.B. Customer Location

Prices Effective July 1, 2020



| GOVERNMENT AGENCY INFORMATION |                  |                   |  |
|-------------------------------|------------------|-------------------|--|
| <b>Invoice to:</b>            | CITY OF PALM BAY | <b>Ship to:</b>   |  |
| Address:                      |                  | Address:          |  |
| City, State, Zip:             |                  | City, State, Zip: |  |
| Contact Name:                 |                  | Contact Name:     |  |
| Phone:                        |                  | Phone:            |  |

**Mitchel Burney 772-201-7741**

**\*\*Discounts off MSRP prices on non-spec options per contract**

| Order Codes  | Description                 | Up-Downgrade/Option |  | Contract Price per Unit                | Total Contract Price |
|--|-----------------------------|---------------------|--|--|----------------------|
| 415  | JOHN DEERE 5100M            |                     |  | \$ 44,800.00                           | \$ 44,800.00         |
| 415  | 3RD SCV 5M SERIES           |                     |  | \$ 850.00                              | \$ 850.00            |
| 415  | 4 WHEEL DRIVE FOR 5M SERIES | UPGRADE             |  | \$ 7,250.00                            | \$ 7,250.00          |
| 415  | RADIO                       | UPGRADE             |  | \$ 420.00                              | \$ 420.00            |
| 415  | CAB-5M                      | UPGRADE             |  | \$ 12,500.00                           | \$ 12,500.00         |
| 415  | MID VALVE                   | UPGRADE             |  | \$ 1,250.00                            | \$ 1,250.00          |
|  |                             |                     |  | \$ -                                   | \$ -                 |
|  |                             |                     |  | \$ -                                   | \$ -                 |
|  |                             |                     |  | \$ -                                   | \$ -                 |
|  |                             |                     |  | \$ -                                   | \$ -                 |
|  |                             |                     |  | \$ -                                   | \$ -                 |
|  |                             |                     |  | \$ -                                   | \$ -                 |
|  |                             |                     |  | \$ -                                   | \$ -                 |
|  |                             |                     |  | \$ -                                   | \$ -                 |
|  |                             |                     |  | \$ -                                   | \$ -                 |
|  |                             |                     |  | \$ -                                   | \$ -                 |
|  |                             |                     |  | \$ -                                   | \$ -                 |
|  |                             |                     |  | \$ -                                   | \$ -                 |
| Non-Contract:  |                             |                     |  | \$ -                                   | \$ -                 |
|  |                             |                     |  | \$ -                                   | \$ -                 |
|  |                             |                     |  | \$ -                                   | \$ -                 |
|  |                             |                     |  | \$ -                                   | \$ -                 |
|  |                             |                     |  | \$ -                                   | \$ -                 |
| Trade-In:  |                             |                     |  | \$ -                                   | \$ -                 |
|  |                             |                     |  | \$ -                                   | \$ -                 |
|  |                             |                     |  | \$ -                                   | \$ -                 |
|  |                             |                     |  | \$ -                                   | \$ -                 |
|  |                             |                     |  | \$ -                                   | \$ -                 |
|  |                             |                     |  |  |                      |
|  |                             |                     |  | Equipment Price                        | \$ 67,070.00         |
|  |                             |                     |  | Non-Contract Equipment (if applicable) | \$ -                 |
|  |                             |                     |  | Total Purchase Price                   | \$ 67,070.00         |
|  |                             |                     |  | Quantity Purchased                     | 1                    |
|  |                             |                     |  | Subtotal                               | \$ 67,070.00         |
|  |                             |                     |  | Less Trade in (If Applicable)          | \$ -                 |
|  |                             |                     |  | Plus Tax: % (if applicable)            |                      |
| Municipal Lease? Yes ___ No ___ Contract # _____   |                             |                     |  |  |                      |
| Retail Note? Yes ___ No ___ Contract # _____   |                             |                     |  |  |                      |
| Everglades Farm Equipment - John Deere Authorized Vendor & Delivering Dealer - FSA Contract# FSA18-VEH16.0 |                             |                     |  |  |                      |
| If tax exempt please submit tax exemption certificate with purchase order.                                 |                             |                     |  | Total Contract Price                   | \$ 67,070.00         |
| Please submit this form along with the purchase order.   |                             |                     |  |  |                      |





| GOVERNMENT AGENCY INFORMATION |                  |                   |  |
|-------------------------------|------------------|-------------------|--|
| <b>Invoice to:</b>            | CITY OF PALM BAY | <b>Ship to:</b>   |  |
| Address:                      |                  | Address:          |  |
| City, State, Zip:             |                  | City, State, Zip: |  |
| Contact Name:                 |                  | Contact Name:     |  |
| Phone:                        |                  | Phone:            |  |

|   |   |
|---|---|
| <b>Make PO To:</b><br><b>VENDOR</b><br><u>Everglades Farm Equipment</u><br><u>6150 ORANGE AVE</u><br><u>FORT PIERCE FL 34947</u>    | <b>DELIVERING DEALER</b><br><u>Everglades Farm Equipment</u><br><u>6150 ORANGE AVE</u><br><u>FORT PIERCE FL 34947</u> |
| <b>Send PO To:</b> <a href="mailto:mburney@evergladesfarmequipment.com">mburney@evergladesfarmequipment.com</a> or fax-772-460-0735 | <b>Contact :</b> <b>Mitchel Burney 772-201-7741</b>   |

**\*\*Discounts off MSRP prices on non-spec options per contract**

| Order Codes  | Description                     | Up-Downgrade/Option |     | Contract Price per Unit                | Total Contract Price |
|--|---------------------------------|---------------------|-----|--|----------------------|
| 214  | JOHN DEERE M15 FLEX WING ROTARY |                     | M15 | \$ 18,500.00                           | \$ 18,500.00         |
|  | CUTTER                          |                     | E12 |  |                      |
| 214  | JOHN DEERE E12 FLEX WING ROTARY | DOWNGRADE           | E12 | \$ (5,600.00)                          | \$ (5,600.00)        |
| 214  | CUTTER 12 FT                    |                     |     |  |                      |
|  |                                 |                     |     |  |                      |
|  |                                 |                     |     |  |                      |
|  |                                 |                     |     | \$ -                                   | \$ -                 |
|  |                                 |                     |     | \$ -                                   | \$ -                 |
|  |                                 |                     |     |  |                      |
|  |                                 |                     |     | \$ -                                   | \$ -                 |
|  |                                 |                     |     | \$ -                                   | \$ -                 |
|  |                                 |                     |     | \$ -                                   | \$ -                 |
|  |                                 |                     |     | \$ -                                   | \$ -                 |
|  |                                 |                     |     | \$ -                                   | \$ -                 |
|  |                                 |                     |     | \$ -                                   | \$ -                 |
|  |                                 |                     |     | \$ -                                   | \$ -                 |
|  |                                 |                     |     | \$ -                                   | \$ -                 |
|  |                                 |                     |     | \$ -                                   | \$ -                 |
|  |                                 |                     |     | \$ -                                   | \$ -                 |
|  |                                 |                     |     | \$ -                                   | \$ -                 |
| Non-Contract:  |                                 |                     |     | \$ -                                   | \$ -                 |
|  |                                 |                     |     | \$ -                                   | \$ -                 |
|  |                                 |                     |     | \$ -                                   | \$ -                 |
|  |                                 |                     |     | \$ -                                   | \$ -                 |
|  |                                 |                     |     | \$ -                                   | \$ -                 |
| Trade-In:  |                                 |                     |     | \$ -                                   | \$ -                 |
|  |                                 |                     |     | \$ -                                   | \$ -                 |
|  |                                 |                     |     | \$ -                                   | \$ -                 |
|  |                                 |                     |     | \$ -                                   | \$ -                 |
|  |                                 |                     |     |  |                      |
|  |                                 |                     |     | Equipment Price                        | \$ 12,900.00         |
|  |                                 |                     |     | Non-Contract Equipment (if applicable) | \$ -                 |
|  |                                 |                     |     | Total Purchase Price                   | \$ 12,900.00         |
|  |                                 |                     |     | Quantity Purchased                     | 1                    |
|  |                                 |                     |     | Subtotal                               | \$ 12,900.00         |
|  |                                 |                     |     | Less Trade in (If Applicable)          | \$ -                 |
|  |                                 |                     |     | Plus Tax: % (if applicable)            |                      |
| Municipal Lease? Yes ___ No ___ Contract # _____   |                                 |                     |     |  |                      |
| Retail Note? Yes ___ No ___ Contract # _____   |                                 |                     |     |  |                      |
| Everglades Farm Equipment - John Deere Authorized Vendor & Delivering Dealer - FSA Contract# FSA18-VEH16.0 |                                 |                     |     |  |                      |
| If tax exempt please submit tax exemption certificate with purchase order.                                 |                                 |                     |     | Total Contract Price                   | \$ 12,900.00         |
| Please submit this form along with the purchase order.   |                                 |                     |     |  |                      |





### Quote Summary

**Prepared For:**

Fsa Bid  
FL

**Prepared By:**

Mark Gulick  
Everglades Equipment Group  
906 Us Hwy 301 North  
Palmetto, FL 34221  
Phone: 941-722-3281  
Mobile: 813-478-2145  
mgulick@evergladesfarmequipment.com

# Item Number 214

**Quote Id:** 22482071  
**Created On:** 03 August 2020  
**Last Modified On:** 27 August 2020  
**Expiration Date:** 10 August 2020

| Equipment Summary                      | Suggested List | Selling Price  | Qty | Extended            |
|--|----------------|----------------|-----|---------------------|
| JOHN DEERE M15 Flex Wing Rotary Cutter | \$ 25,046.00   | \$ 18,500.00 X | 1 = | \$ 18,500.00        |
| <b>Equipment Total</b>                 |                |                |     | <b>\$ 18,500.00</b> |

**Quote Summary**

|                            |                     |
|----------------------------|---------------------|
| Equipment Total            | \$ 18,500.00        |
| SubTotal                   | \$ 18,500.00        |
| Est. Service Agreement Tax | \$ 0.00             |
| Total                      | \$ 18,500.00        |
| Down Payment               | (0.00)              |
| Rental Applied             | (0.00)              |
| <b>Balance Due</b>         | <b>\$ 18,500.00</b> |

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

Confidential

| ITEM NUMBER | CODE          | OPTION TYPE      | DESCRIPTION   | BID PRICE   |
|-------------|---------------|------------------|---|-------------|
| 214         | R10           | DOWNGRADE/CREDIT | 10' HEAVY DUTY FLEX WING CUTTER, 5 FOAM FILLED WHEELS, SUSPENDED TONGUE, CHAINS   | \$ (400)    |
| 214         | E15           | DOWNGRADE/CREDIT | 15' FLEX WING CUTTER, 6 WHEELS, CHAINS  | \$ (2,850)  |
| 214         | E12           | DOWNGRADE/CREDIT | 12' FLEX WING CUTTER, 4 WHEELS, CHAINS  | \$ (5,600)  |
| 214         | MX10          | DOWNGRADE/CREDIT | 10' PULL TYPE CUTTER, CHAINS, DUAL TAIL WHEELS  | \$ (9,700)  |
| 214         | MX8-P         | DOWNGRADE/CREDIT | 8' PULL TYPE CUTTER, CHAINS, DUAL TAIL WHEELS   | \$ (10,300) |
| 214         | HX7           | DOWNGRADE/CREDIT | 7' HEAVY DUTY LIFT TYPE CUTTER, CHAINS  | \$ (11,600) |
| 214         | MX8-L         | DOWNGRADE/CREDIT | 8' LIFT TYPE CUTTER, CHAINS   | \$ (11,750) |
| 214         | HX6           | DOWNGRADE/CREDIT | 6' HEAVY DUTY LIFT TYPE CUTTER, CHAINS  | \$ (12,700) |
| 214         | MX7           | DOWNGRADE/CREDIT | 7' LIFT TYPE CUTTER, CHAINS   | \$ (13,750) |
| 214         | MX6           | DOWNGRADE/CREDIT | 6' LIFT TYPE CUTTER, CHAINS   | \$ (14,600) |
| 214         | MX5           | DOWNGRADE/CREDIT | 5' LIFT TYPE CUTTER, CHAINS   | \$ (15,050) |
| 214         | R15           | UPGRADE          | 15' HEAVY DUTY FLEX WING CUTTER, 6 FOAM FILLED WHEELS, SUSPENDED TONGUE, CHAINS   | \$ 3,700    |
| 214         | M20           | UPGRADE          | 20' FLEX WING CUTTER, 8 FOAM FILLED WHEELS, SUSPENDED TONGUE, CHAINS  | \$ 7,100    |
| 214         | R20           | UPGRADE          | 20' HEAVY DUTY FLEX WING CUTTER, 8 FOAM FILLED WHEELS, SUSPENDED TONGUE, CHAINS   | \$ 11,850   |
| 214         | 1000PTO       | OPTION           | 1000PTO IN LIEU OF 540  | NO CHARGE   |
| 214         | DECK          | OPTION           | DECK RING-IF APPLICABLE-FACTORY ORDER   | \$ 500      |
| 214         | DOUBLE CHAINS | OPTION           | DOUBLE ROW CHAINS, IF APPLICABLE-INSTALLED  | \$ 520      |
| 214         | WALKING AXLES | OPTION           | WALKING AXLE FOR CENTER SECTION ONLY, FACTORY ORDER ONLY  | \$ 2,000    |
| 214         | DISCOUNT      | OPTION           | 10% DISCOUNT OFF MSRP ON OPTIONS AND OPTIONAL NON-SPECIFIED MODELS PER SPEC #214. INCLUDES ANY FREIGHT AND REQUIRED INSTALLATION COSTS. | 10%         |
| 214         | WARRANTY      | OPTION           | 1 YEAR PARTS AND LABOR, 5 YEAR LIMITED GEARBOX WARRANTY, TRANSPORTATION NOT INCLUDED  | INCLUDED    |



## LEGISLATIVE MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Suzanne Sherman, City Manager

**THRU:** Joan Junkala-Brown, Community and Economic Development Director

**DATE:** 4/1/2021

**RE:** Consideration of allocating Undesigned Fund Balance to repay Brevard County for ineligible HOME Program income expenses (\$58,110).

Reconciliation of housing expenditures from previous fiscal years uncovered that \$58,110.13 in administrative expenses related to the City's HOME program from FY 2016 to FY 2020 were spent against HOME Program Income. Per 24 CFR 92.503 allows only 10 percent of Program Income to be used for administrative expenses.

To comply with the Code of Federal Regulations (CFR), the City must repay \$58,110.13 to Brevard County, which is the lead agency for the HOME program. The attached Budget Amendment allocates \$58,110.13 from the Undesignated Fund Balance to Other Current Charges.

### REQUESTING DEPARTMENT:

Community & Economic Development

### FISCAL IMPACT:

The Budget Amendment will result in a reduction of \$58,110.13 in Undesignated Fund Balance (001-0000-392-1001) and allocated to Other Current Charges (001-9010-559-4909) to repay Brevard County.

### RECOMMENDATION:

Motion to approve a budget amendment allocating \$58,110.13 from Undesignated Fund Balance to repay Brevard County for ineligible Program Income expenses.

### ATTACHMENTS:

#### Description

HOME Compliance Budget Amendment

City of Palm Bay Program Income - Admin Expenses Report

City Council Approval Date

### Justification for Budget Amendment Request

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

Justification, if "No" →

Budget Office Representative

H.T.E. Entry Date  
Entered By  
Date Journalized

**CITY OF PALM BAY EXPENDITURE BREAK DOWN COMPARISON TO REVENUE TYPE**

|                            | 2011          | 2012          | 2013          | 2014          | 2015          | 2016         | 2017         | 2018         | 2019         | 2020         | Total         |
|----------------------------|---------------|---------------|---------------|---------------|---------------|--------------|--------------|--------------|--------------|--------------|---------------|
| <b>Program Income</b>      | \$ 7,482.00   | \$ 5,710.69   | \$ 7,551.80   | \$ 502.88     | \$ 10,950.18  | \$ 39,395.00 | \$ 20,615.45 | \$ 60,406.71 | \$ 42,463.71 | \$ 58,326.50 | \$ 245,922.92 |
| <b>Applied Forfeitures</b> |               |               |               |               |               |              |              |              |              |              |               |
| <b>Grant Reimb</b>         | \$ 205,240.79 | \$ 265,438.02 | \$ 365,133.73 | \$ 251,470.52 | \$ 140,652.08 | \$ -         | \$ 13,900.00 | \$ 64,105.63 |              |              |               |

No projects  
reported

|  | 2011          | 2012          | 2013          | 2014          | 2015          | 2016         | 2017        | 2018         | 2019         | 2020         | Total           |
|--|---------------|---------------|---------------|---------------|---------------|--------------|-------------|--------------|--------------|--------------|-----------------|
| <b>Project Costs</b>                   | \$ 193,087.08 | \$ 261,347.93 | \$ 353,901.32 | \$ 212,913.98 | \$ 136,833.25 |              |             | \$ 44,992.65 | \$ 15,000.00 | \$ -         | \$ 1,218,076.21 |
| <b>Admin Costs</b>                     | \$ 19,635.71  | \$ 9,800.78   | \$ 18,784.21  | \$ 39,059.42  | \$ 14,769.01  | \$ 16,432.48 | \$ 9,034.42 | \$ 8,175.02  | \$ 14,083.44 | \$ 10,384.77 | \$ 160,159.26   |
| <b>Total Expenses Per City Reports</b> | \$ 212,722.79 | \$ 271,148.71 | \$ 372,685.53 | \$ 251,973.40 | \$ 151,602.26 | \$ 16,432.48 | \$ 9,034.42 | \$ 53,167.67 | \$ 29,083.44 | \$ 10,384.77 | \$ 1,378,235.47 |



## **LEGISLATIVE MEMORANDUM**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Suzanne Sherman, City Manager

**THRU:** Valentino Perez, Chief Building Official

**DATE:** 4/1/2021

**RE:** Consideration of appropriating personnel and operating funding for a Community Outreach Coordinator within the Building Department (\$69,066).

The Building Department is requesting to increase its budget to cover the cost of adding an Community Outreach Coordinator. Due to significant increase of current and future construction within the City of Palm Bay, the Building Department has and will experience a sharp increase in new contractors and customers to the city. With this new/pending influx positive communication and superior customer service will be needed to assist contractors, citizens, and the department. The Building Department has experienced an increasing number of City ordinance violations due to a lack of Ordinance knowledge. The Building Department is in need of Community Outreach Coordinator to promote citizen, customer, and contractor awareness and education. This position will promote positive customer relationships between the Building Department, local businesses, industries, commercial establishment, and citizens on the proper procedures of building and home repairs/renovations within our city. This position will also aid in the sharing of information pertaining to code, ordinance, and Building Department changes.

The salary for this position is \$41,241. The annual recurring cost for this additional position will be \$64,336 including salary and recurring operating expenses. There will also be an additional \$4,730 to cover one-time costs of computer, software, and furniture.

**REQUESTING DEPARTMENT:**  
Building Department

**FISCAL IMPACT:**  
Funding for this position is currently not budgeted in the FY 2021 Approved Budget. Appropriations totaling \$69,066 from the Building Fund's Undesignated Fund Balance (GL account 451-0000-392-3006) to the personnel service and operational accounts reflected in the attached Personnel Adjustment Request Form is requested. Funding will be appropriated on Budget Amendment #3.

**RECOMMENDATION:**  
Motion to approve the Community Outreach Coordinator FTE position for the Building Department and appropriate personnel and operating funding on FY 2020 Budget Amendment #3.

**ATTACHMENTS:**

**Description**

Budget Amendment

Budget Adjustment Request

**Requesting Department/Division**  
**City Council Approval Date**

| Fund #/Name | Account # | Project # | Account Name | Revenue | Expense |
|-------------|-----------|-----------|--------------|---------|---------|
|             |           |           |              |         |         |
|             |           |           |              |         |         |
|             |           |           |              |         |         |
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|             |           |           |              |         |         |
|             |           |           |              |         |         |
|             |           |           | TOTAL        |         |         |

### Justification for Budget Amendment Request

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

## Supporting Documentation Attached

Yes

No

Justification, if "No" →

### Signature/Approval Requirements

Authorized Department Designee

Budget Office Representative

**Budget Office Use Only:**

Budget Amendment #  
Budget Amendment Date  
Prepared By

H.T.E. Entry Date  
Entered By  
Date Journalized



Personnel Adjustment Request

Submitted requests impacting all personnel/staff related funding for the fiscal year

|  |                                |           |
|--|--------------------------------|-----------|
| FY 2021 Total Marginal Cost/(Savings): |                                | 69,066    |
| Title:                                 | Community Outreach Coordinator |           |
| Fund:                                  | 451 BUILDING FUND              |           |
| Department:                            | Growth Mgmt                    |           |
| Division:                              | Building                       |           |
| Priority:                              | Select From Drop-Down          |           |
| Priority 1 CODE:                       | Select A/B/C                   | Deadline: |
| Category:                              | Increase                       |           |
| Position Type:                         | New                            |           |
| Location:                              | Office                         |           |

FOR BUDGET OFFICE USE ONLY

To be completed by the Budget Office; status inquiries should be sent to Budget@palmbayflorida.org

Status: Select Request Status

Other:

Date:

APPROVED REQUESTS ONLY - H.T.E. ENTRY

Entry Date:

Entered By: Select Individual

Description & Justification For Request:

Due to significant increase of current and future construction within the City of Palm Bay, the Building Department has and will experienced a sharp increase in new contractors and customer to the city. With this new/pending influx positive communication will be needed to assist contractors, citizens, and rthe department. The Building Department has experienced a number of City ordinace violations due to a lack of Ordiance knowledge. The Building Department is in need of an Community Outreach Coordinator to promote citizen, customer, and contractor awareness and education. This position will promote positive customer relationships between the Building Department, local businesses, industries, commercial establishment, and the general public on the proper procedures of building and home repairs/renovations. This position will also aid in thew sharing of iformation pertaining to code, oridance, and Building Department changes.

PERSONNEL/POSITION DETAILS

|                   |                       |        |                                |
|-------------------|-----------------------|--------|--------------------------------|
| Add/Delete (FTE): | Group:                | Grade: | Title:                         |
| 1.00              |                       |        | Community Outreach Coordinator |
| 0.00              | Select From Drop-Down |        |                                |
| 0.00              | Select From Drop-Down |        |                                |
| 0.00              | Select From Drop-Down |        |                                |

EXPENDITURE DETAILS - ACCOUNT NUMBERS & DESCRIPTIONS

Use Full GL Accounting String & Description

Enter GL Accounting String  
Click Cells for Samples

|           |                                |               |      | Amounts |
|-----------|--------------------------------|---------------|------|---------|
| Personnel | 1210 Regular Salaries & Wages  | 451-3120-524- | 1210 | 41,241  |
| Personnel | 2110 Social Security/Medicare  | 451-3120-524- | 2110 | 3,155   |
| Personnel | 2210 Retirement-ICMA           | 451-3120-524  | 2210 | 3,712   |
| Personnel | 2320 Emp Health Ins Premiums   | 451-3120-524- | 2320 | 10,887  |
| Personnel | 2330 Other Emp ins Premiums    | 451-3120-524- | 2330 | 615     |
| Personnel | 2340 Employee Cafeteria Credit | 451-3120-524- | 2340 | 797     |
| Personnel | 2410 Workers Compensation      | 451-3120-524- | 2410 | 1,766   |
| CIT       | 4105-Air Cards                 | 451-3120-524- | 4105 | 200     |
| Other     | Add Full GL String →           | 451-3120-524- | 4701 | 200     |
| Other     | Add Full GL String →           | 451-3120-524- | 5101 | 200     |
| Other     | Add Full GL String →           | 451-3120-524- | 5102 | 50      |
| Other     | Add Full GL String →           | 451-3120-524- | 5103 | 375     |
| Other     | Add Full GL String →           | 451-3120-524- | 5104 | 1,800   |

|   |        |
|---|--------|
| Page 2 Sub-Total (Additional Expenditures)                            | 4,068  |
| Total Expenditures:   | 69,066 |
| One-Time:   | 4,730  |
| Recurring Costs Must Be Completed → Recurring:                        | 64,336 |
| Specify Identifiable Revenue Funding Source (Excluding Fund Balance): | -      |
|   | -      |
|   | -      |
| Total Revenues:   | -      |
| Total Expenditures Minus Revenues:                                    | 69,066 |

Impact of Denial:

|  |
|--|
| Increase is Building violations due to lack of knowledge |
|--|

Personnel Adjustment Request

Submitted requests impacting all personnel/staff related funding for the fiscal year

Title:

Community Outreach Coordinator

Fund (Name/#):

451 BUILDING FUND

Department:

Growth Mgmt

Division:

Building

EXPENDITURE DETAILS - ACCOUNT NUMBERS & DESCRIPTIONS

Use Full GL Accounting String & Description

|                   |                          | Enter GL Accounting String<br>Click Cells for Samples |      | Amounts |
|-------------------|--------------------------|---|------|---------|
| Other             | Add Full GL String →     | 451-3120-524-   | 5105 | 1,500   |
| CIT               | 5104-Software            | 451-3120-524-   | 5108 | 1,193   |
| Personnel         | 5105 Furniture/Equipment | 451-3120-524-   | 5201 | 100     |
| CIT               | 5108-Computer Hardware   | 451-3120-524-   | 5204 | 500     |
| Other             | Add Full GL String →     | 451-3120-524-   | 5402 | 100     |
| Personnel         | 5204 Uniforms/Clothing   | 451-3120-524-   | 5403 | 100     |
| CIT               | 4102-Cellular Services   | 451-3120-524  | 4102 | 200     |
| Other             | Add Full GL String →     | 451-3120-524  | 4604 | 375     |
| Other             | Add Full GL String →     |   |      |         |
| Select Category   |                          |   |      |         |
| Select Category   |                          |   |      |         |
| Select Category   |                          |   |      |         |
| Select Category   |                          |   |      |         |
| Select Category   | Select From Drop-Down    |   |      | -       |
| Select Category   | Select From Drop-Down    |   |      | -       |
| Page 2 Sub-Total: |                          |   |      | 4,068   |



## LEGISLATIVE MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Suzanne Sherman, City Manager

**THRU:** Christopher A. Little, P.E.

**DATE:** 4/1/2021

**RE:** Consideration of utilizing Undesignated Fund Balance for spent lime removal (Utilities Department - \$50,000).

For FY21 the Utilities Department budgeted \$70,000 for the removal of spent lime from the North Regional Water Treatment Plant (NRWTP). Through the water treatment process at the NRWTP "spent lime" is generated. This spent lime is placed into drying beds and after it has dried sufficiently it is ready for removal. Alfy's Trucking is the City's contracted vendor for the removal of spent lime; pricing is \$7.99 per cubic yard. To date this fiscal year 8,500 cubic yards have been removed, total cost \$67,915.

Staff has estimated that we will generate approximately 5,600+ cubic yards of spent lime through September 30, 2021. The cost for removal of this spent lime will be approximately \$45,000. Funding is insufficient to cover the cost for the removal of spent lime for the remainder of FY21. Staff is requesting additional funding in the amount of \$50,000 for spent lime removal.

Staff is requesting the appropriation of funding for spent lime removal from Undesignated Fund Balance.

**REQUESTING DEPARTMENT:**

Utilities

**FISCAL IMPACT:**

Additional appropriation of \$50,000 to the Utilities Department's Operating Fund 421-8024-533-3414.

**RECOMMENDATION:**

Motion to approve appropriation of funds in the amount of \$50,000 on the next scheduled budget amendment.



## LEGISLATIVE MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Suzanne Sherman, City Manager

**THRU:** Juliet Misconi, Chief Procurement Officer

**DATE:** 4/1/2021

**RE:** Acknowledgement of the Semi-Annual Report of Formal Solicitations awarded by the Procurement Department from October 1, 2020 to March 18, 2021.

The City Code of Ordinances § 38.08 Mandatory City Council Approval Requirements, paragraph (E) states: The Chief Procurement Officer will prepare a report for Council acknowledgement of competitive solicitations issued by the Procurement Department and awarded in accordance with the Procurement Administrative Codes which are under the mandatory City Council approval amount. In the Procurement Manual, Section G, paragraph 3(e), the period for reporting will be as needed, but no less than bi-annually, and brought forth as a Legislative Memo for City Council acknowledgement.

A report of competitive formal quotes, invitation for bids, and requests for proposals issued by the Procurement Department and awarded for less than \$100,000 since the start of Fiscal Year 2021 through March 18, 2021 is attached for Council's acknowledgment.

### REQUESTING DEPARTMENT:

Procurement

### FISCAL IMPACT:

There is no fiscal impact for this action. The solicitations were awarded based on confirmation from the End User Department and the Finance Department that the funds were appropriately budgeted through the Purchase Requisition approval process, in advance of Award and Purchase Order issuance.

### RECOMMENDATION:

Motion to acknowledge receipt of the Semi-Annual Report of Formal Solicitations Issued & Awarded by Procurement from October 1, 2020 through March 18, 2021.

### ATTACHMENTS:

#### Description

Procurement Report of Formal Solicitations less than \$100k, FY 2021

**Formal Solicitations Awarded by Procurement**

**FY 2021: 10/1/2020 through 3/18/2021**

| <b>Dept.</b>            | <b>IFB<br/>RFP<br/>QUO</b> | <b>#</b> | <b>DESCRIPTION<br/>OF SOLICITATION</b>         | <b>PROPOSED<br/>AWARDED</b>   | <b>BUDGET/EST.<br/>AMOUNT</b> | <b>AMOUNT<br/>AWARD</b>      |
|-------------------------|----------------------------|----------|--|---|-------------------------------|------------------------------|
| Utilities               | QUO                        | 01-0     | WATER METER BOXES AND COVERS                   | FERGUSON ENTERPRISES LLC  | \$ 50,000.00                  | \$ 45,268.24                 |
| HR                      | RFP                        | 03-0     | BROKER OF RECORD                               | The Gehring Group, Inc.   | \$ 75,000.00                  | \$70,000                     |
| Facilities<br>Utilities | QUO                        | 08-0     | ACCESS CONTROL                                 | Atlantis Electrical Systems<br>Bazon-Cox & Associates Inc<br>CDA Solutions<br>SecurPoint Corporation<br>Star Technology Group | \$ 35,000.00                  | \$ 35,000.00                 |
| Building<br>PW-Fleet    | IFB                        | 10-0     | NEW LIGHT DUTY PICK-UP TRUCKS                  | RON NORRIS NISSAN<br>MIKE ERDMAN FORD   | \$21,000<br>\$21,000          | \$ 23,876.00<br>\$ 22,393.24 |
| Public Works            | QUO                        | 11-0     | CONCRETE FLOWABLE FILL                         | Advantage Concrete of Florida Inc<br>Bo-Crete<br>Titan Florida  | \$ 25,000.00                  | \$ 25,000.00                 |
| Parks & Rec             | RFP                        | 13-0     | OPERATION AND MANAGEMENT OF PAINTBALL PARK     | NIGHTMARE INC   | N/A                           | Revenue                      |
| PW-Fleet                | QUO                        | 17-0     | GM (OEM) Replacement Parts and Repairs         | MURPHY CADILLAC   | \$ 50,000.00                  | \$ 89,793.68                 |
| Utilities               | QUO                        | 24-0     | Pump & Motor - Repair and Maintenance Services | ELCTRO-MECHANIC INDUSTRIES dba<br>VERMANA   | \$ 75,000.00                  | \$ 75,000.00                 |
| Growth Mgmt.            | QUO                        | 28-0     | Scrub Jay Monitoring                           | ENVIRONMENTAL SOLUTIONS &<br>INNOVATIONS INC  | \$ 18,000.00                  | \$ 7,000.00                  |
| PW-Fleet                | QUO                        | 31-0     | JOHN DEERE OEM REPLACEMENT PARTS               | SOUTH DAYTONA TRACTORS & MOWERS   | \$ 30,000.00                  | \$ 30,000.00                 |



## LEGISLATIVE MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Patricia Smith, City Attorney

**DATE:** 4/1/2021

**RE:** Ordinance 2021-14, amending the Code of Ordinances, Chapter 54, Franchises, by repealing the subchapter titled 'Solid Waste Collection', in its entirety, final reading.

A public hearing is to be held on the above subject ordinance and the caption read for the second and final time at tonight's Council meeting.

This ordinance repeals Chapter 54, subchapter "Solid Waste Collection" because Harris Sanitation, Inc. (Waste Management) no longer holds the franchise for residential and commercial solid waste collection. This change is necessary to bring the City's Code of Ordinances current regarding the City's franchise holder for solid waste collection.

**REQUESTING DEPARTMENT:**

City Attorney's Office

**RECOMMENDATION:**

Motion to approve Ordinance 2021-

**ATTACHMENTS:**

**Description**

Ordinance 2021-14

## ORDINANCE 2021-14

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE V, LEGISLATIVE, CHAPTER 54, FRANCHISES, BY REPEALING THE SUBCHAPTER TITLED 'SOLID WASTE COLLECTION', IN ITS ENTIRETY; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR DELETION FROM THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, 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 54, Franchises, Subchapter 'Solid Waste Collection', is hereby repealed in its entirety:

### **~~"SOLID WASTE COLLECTION~~**

~~Section 54.30 HARRIS SANITATION, INC. (WASTE MANAGEMENT).  
[ORDINANCE NO. 2010-19]~~

~~An ordinance of the City of Palm Bay, Brevard County, Florida, granting a franchise to Harris Sanitation, Inc. for residential and commercial solid waste collection, all roll-off container service and collection, collection of certain recyclable materials, and other solid waste collection and disposal not otherwise prohibited by law; providing for a contract that outlines the duties, rights and obligations of Harris Sanitation, Inc. and the city; providing for amendment to the contract; providing for enforcement; 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.~~

~~WHEREAS, the City Council of the City of Palm Bay has determined that it is in the best interest of the health and welfare of the citizens of the City to require that all residents and commercial establishments within the city have their solid wastes collected by an authorized solid waste hauler, and~~

~~WHEREAS, the City of Palm Bay has had a long-standing relationship with Harris Sanitation, Inc. (commonly referred to as Waste Management, a related corporation), and~~



~~WHEREAS, the current contract with Harris Sanitation, Inc. provides that the terms and conditions of such contract may be amended by mutual consent and that the contract may be extended by mutual consent for indefinite five (5) year periods of time, and~~

~~WHEREAS, the City of Palm Bay has found that Harris Sanitation, Inc. is well qualified to render solid waste collection services within the City and it is expedient and in the best interest of the City to amend the agreement with Harris Sanitation, Inc., and, in so doing, amend this franchise ordinance accordingly, and~~

~~WHEREAS, the City Council of the City of Palm Bay has the authority to amend this Ordinance pursuant to the home rule powers of the City of Palm Bay as set forth at Article VIII, Section 2, of the Constitution of the State of Florida; Chapter 166, Florida Statutes; and other applicable controlling law.~~

~~Now, therefore, be it enacted by the City Council of the City of Palm Bay, Brevard County, Florida, as follows:~~

**~~Section 1.~~**

~~Harris Sanitation, Inc. (hereinafter called "Provider") is hereby granted an exclusive franchise to operate upon, over and across the streets, alleys, bridges and other public thoroughfares of the City of Palm Bay (hereinafter called the "City"), for the purpose of collecting, removing and disposing of refuse and solid waste materials, and shall also include recyclable material collection from businesses, residences and multi-family sites within the City, subject to the terms, conditions, and expectations contained in the contract approved by the City Council on June 3, 2010. The exclusivity of this franchise shall not apply to roll-off bulk containers or collection of recyclable materials. The exclusivity of this franchise is conditioned upon and subject to any laws or court decisions that make or declare such exclusive contracts illegal or contrary to law.~~

**~~Section 2.~~**

~~All owners or tenants, agents, lessors, lessees or operators of multifamily residential units and commercial property within the City shall subscribe to and pay for solid waste collection services in amounts as provided for in the contract between the City and Harris Sanitation, Inc., as may be amended from time to time.~~

**~~Section 3.~~**

~~All owners and/or tenants, agents, lessors, lessees of single-family residential units shall be required to have solid waste and recycling collection performed by Harris Sanitation, Inc. and will be billed for such collection by the City~~

~~of Palm Bay in amounts provided for in the contract between the City and Harris Sanitation, Inc. as may be amended from time to time.~~

**~~Section 4.~~**

~~The collection of solid waste and recycling shall be governed by Chapter 150 of this Code. Where a conflict between Chapter 150 and the contract between Harris Sanitation, Inc. and the City exist, Chapter 150 shall control.~~

**~~Section 5.~~**

~~The contract stated herein between Harris Sanitation, Inc. and the City, originally approved by the City Council on June 3, 2010, may be amended from time to time upon mutual consent of the parties and upon approval of the City Council.~~

**~~Section 6.~~**

~~The provisions of this franchise shall be enforced by the City Manager of the City of Palm Bay.~~

**~~Section 7.~~**

~~All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.~~

**~~Section 8.~~**

~~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 9.~~**

~~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 10.~~**

~~The provisions within this ordinance shall take effect as of October 1, 2010."~~

**SECTION 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

**SECTION 3.** It is the intention of the City Council of the City of Palm Bay that the City of Palm Bay Code of Ordinances be revised to delete the language as specified above.

**SECTION 4.** 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 5.** The provisions within 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.

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Robert Medina, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK

Reviewed by CAO: \_\_\_\_\_



## **LEGISLATIVE MEMORANDUM**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Patricia Smith, City Attorney

**DATE:** 4/1/2021

**RE:** Ordinance 2021-15, amending the Code of Ordinances, Chapter 54, Franchises, by creating a new subchapter to be titled 'Solid Waste Collection', final reading.

A public hearing is to be held on the above subject ordinance and the caption read for the second and final time at tonight's Council meeting.

The City of Palm Bay no longer has a franchise agreement with Harris Sanitation, Inc. as the agreement terminated September 30, 2020. The City executed a franchise agreement with Republic Services, LP. The changes are necessary to update the franchise information in the Code of Ordinances.

### **REQUESTING DEPARTMENT:**

### **RECOMMENDATION:**

Motion to approve changes to Title V: Legislative, Chapter 54, Franchises, Palm Bay Code of Ordinances.

### **ATTACHMENTS:**

#### **Description**

**Ordinance 2021-15**

## **ORDINANCE 2021-15**

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE V, LEGISLATIVE, CHAPTER 54, FRANCHISES, BY CREATING A NEW SUBCHAPTER TO BE TITLED 'SOLID WASTE COLLECTION'; 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.**

**WHEREAS**, the City Council of the City of Palm Bay has determined that it is in the best interest of the health and welfare of the citizens of the City to require that all residents and commercial establishments within the city have their solid wastes collected by an authorized solid waste hauler, and

**WHEREAS**, the City of Palm Bay issued a Request for Proposals (RFP) (#03-0-2020/38) for the award of a Franchise Agreement to provide collection and transport services for single-family and multi-dwelling residential solid waste, recyclables, yard waste, bulky waste, white goods, electronic waste and tires; and for commercial solid waste collected in individual containers, frontloading containers/bins, and compactors citywide, and

**WHEREAS**, the City of Palm Bay, Florida executed the Palm Bay Materials Management Agreement granting a franchise to Republic Services, LP for solid waste and recycling collection services effective June 1, 2020.

**NOW, THEREFORE, 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 54, Franchises, is hereby amended by creating a new Subchapter to be titled 'Solid Waste Collection', which shall henceforth read as follows:

## **“SOLID WASTE COLLECTION**

(A) *Exclusive franchise.*

Pursuant to the City of Palm Bay Materials Management Agreement (franchise agreement), the City granted Republic Services of Florida, LP the exclusive right to provide collection and transport services for single-family and multi-dwelling residential solid waste, recyclables, yard waste, bulky waste, white goods, electronic waste and tires; and for commercial solid waste collected in individual containers, frontloading containers/bins, and compactors within the City limits of the City of Palm Bay. The exclusivity of this franchise shall not apply to the collection of construction and demolition debris or commercial recyclable materials. The exclusivity of this franchise is conditioned upon and subject to any laws or court decisions that make or declare such exclusive contracts illegal or contrary to law.

(B) *Term of franchise.* The franchise is effective June 1, 2020 and expires five (5) years thereafter but shall automatically renew for successive five-year periods (the “Term”) unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then current Term, or unless otherwise terminated in accordance with the terms of the franchise agreement as may be amended from time to time.

(C) *Conditions of the franchise.* The franchise shall continue to be conducted in accordance with the terms contained in the franchise agreement, as may be amended from time to time, attached as exhibit 1. The franchise agreement and any amendments shall remain an exhibit to this section and shall be remanded to the custody of the City Clerk who will maintain such for public inspection.

(D) *Enforcement.* The provisions of this franchise shall be enforced by the City Manager of the City of Palm Bay.”

**SECTION 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

**SECTION 3.** 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 4.** 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 5.** The provisions within 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:

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Terese M. Jones, CITY CLERK

Reviewed by CAO: \_\_\_\_\_



## LEGISLATIVE MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Patricia Smith, City Attorney

**THRU:** Patricia Smith, City Attorney

**DATE:** 4/1/2021

**RE:** Ordinance 2021-16, amending the Code of Ordinances, Chapter 150, Solid Waste Management, subchapters 'General Provisions' and 'Solid Waste Collection', by modifying and updating provisions contained therein, final reading.

A public hearing is to be held on the above subject ordinance and the caption read for the second and final time at tonight's Council meeting.

The following changes are proposed to Title XV: Solid Waste Management, Chapter 150, Code of Ordinances, City of Palm Bay, Florida in order to reflect current services received by the citizens of Palm Bay. Changes include: (1) amendments and additions to definitions; (2) defining the types of recycling materials accepted; (3) weekly collection schedules; (4) reduced limitations on bulk and yard waste materials; (5) providing for collection of various sized containers; (6) extending the time for placing materials curbside; (7) providing direction for tire collection; and (8) providing for minor home improvement collection.

**REQUESTING DEPARTMENT:**

City Attorney's Office

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

Motion to approve changes to Title XV: Solid Waste Management, Chapter 150, Palm Bay Code of Ordinances.

**ATTACHMENTS:**

**Description**

Ordinance 2021-16



## ORDINANCE 2021-16

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XV, SOLID WASTE MANAGEMENT, CHAPTER 150, SOLID WASTE MANAGEMENT, SUBCHAPTERS 'GENERAL PROVISIONS' AND 'SOLID WASTE COLLECTION', BY MODIFYING AND UPDATING PROVISIONS 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 XV, Solid Waste Management, Chapter 150, Solid Waste Management, Subchapter 'General Provisions', is hereby amended and shall henceforth read as follows:

### **"GENERAL PROVISIONS**

#### **Section 150.01 DEFINITIONS.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ASHES.** The residue from burned material.

**>>BAGS.** Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds. Bags should be used for solid waste.

**BIN.** Metal receptacle (roll-off container, dumpster, compactor or the like) designed to be lifted and emptied for use primarily at selected Municipal Facilities and Large Commercial or Industrial Units.<<

**BIOHAZARDOUS WASTE.** Any solid waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste which contain human disease-causing agents; used disposable sharps; human blood, and human body products and body fluids; and other >>materials<< which in the

opinion of the Department of Health and Rehabilitative Services represent a significant risk of infection to persons outside the generating facility.

***BULKY WASTES.*** Large discarded ~~>>household<<~~ items placed for disposal such as large boxes, barrels, crates, appliances, and large furniture but not including garden and yard trash and special waste items ~~>>such as white goods, furniture, mattresses, residential move-out piles and other similar items and materials with weights or volumes greater than those allowed for Bins or Containers. Bulky waste shall not include any Excluded Waste, Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter<<~~.

~~***BUILDING MATERIALS.*** Any material such as lumber, brick, mortar, plaster, cement, wallboard, or other substances accumulated as a result of construction of a new building, demolition or removal of an existing structure, or generated from repairs or additions to existing buildings.~~

~~>>***CART.*** City-owned container available in sizes of 35-gallon, 64-gallon or 95-gallon that is designed for the purpose of curbside collection of Solid Waste or Recyclable Materials, constructed of plastic having a tightly fitted lid and compatible with the standard American semi-automated bar-locking lifters and fully-automated arm lifters.<<~~

\* \* \*

***COMMERCIAL UNITS.*** Identified as, but not limited to all businesses, office buildings, stores, filling stations, motels, laundries, hotels, public buildings, food service, lodging establishments, service establishments, light industry, heavy industry, schools, churches, clubs, hospitals and nursing homes ~~>>and multi-family units<<~~.

\* \* \*

~~>>***CONSTRUCTION DEBRIS.*** Discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited, to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site.<<~~

\* \* \*

***CONTAINERS.***

(1) **PORTABLE PACKING UNIT.** A metal container not exceeding forty-five hundred (4,500) pounds gross weight with four (4) to six (6) cubic yards capacity with self-packing mechanisms.

(2) **CONTAINER.**

(a) **CART** shall mean a container of ~~sixty-four (64) gallon capacity~~ >>35-gallon, 64-gallon or 95-gallon capacity<< which shall be provided by the city and shall be of impervious material, provided with a tight-fitting cover suitable to protect the contents from flies, insects, rats and other animals, fitted in such manner that it may be lifted by any mechanical means and which shall not have any inside structures such as inside bands or reinforcing angles or anything within that would prevent the free discharge of the contents.

>>(b) Yard Waste container can be constructed of plastic, metal or fiberglass and shall have handles of adequate strength for lifting.<<

>>(c)<< Metal containers varying in size from two (2) to eight (8) cubic yards in capacity normally used by commercial operations and capable of being serviced by a front-loading refuse collection vehicle (bulk container).

\* \* \*

**CURBSIDE.** That area abutting the known edge of the road on improved lots >>, and the portion of right-of-way adjacent to paved or traveled City roadways<<.

>>**CUSTOMER.** An individual or business who receives mandatory collection services.<<

\* \* \*

>>**EXCLUDED WASTE.** Excluded Waste is Construction Debris, Large Dead Animals, Hazardous Waste Stable Matter, Vegetable Waste, and Special Waste.<<

\* \* \*

~~**GARBAGE BAG.** Plastic or paper disposable bags of substantial strength and of a quality approved by the City Manager or City Representative as suitable for containing refuse.~~

\* \* \*

~~**HAZARDOUS MATERIALS (HAZMAT.)** Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive~~

~~Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. See definition of hazardous substance.~~

~~**HAZARDOUS SUBSTANCE.** As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act (but not including any waste listed under Section 307[a] of the Clean Water Act); any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).~~

~~**HAZARDOUS WASTE.** Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262. >>A form of Excluded Waste, defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments, and any other applicable federal, state or local laws or regulations.<<~~

\* \* \*

~~**RECYCLABLE MATERIALS.** Material which can be removed from the solid waste stream and reused in manufacturing, agriculture, power production or other processes and which for the purpose of this chapter are defined as >>The following items are classified as Recyclable Materials<<~~

~~(1) — All cans — including empty aerosol spray cans.~~

~~(2) Glass food and beverage bottles and jars only any color excluding: ceramics, dishes, window glass, mirrors or light bulbs.~~

~~(3) Newspaper shiny inserts, magazines, junk mail, catalogs, phone books, paper, cardboard cereal boxes or corrugated cardboard.~~

~~(4) Plastic beverage, shampoo, laundry detergent or bleach bottles excluding auto products (motor oil or anti-freeze), pool chemicals, pesticides or fertilizers.~~

>>(1) Metal or aluminum cans – clean aluminum tin or steel food and beverage containers; and

(2) Paper and cardboard – clean and dry flattened cardboard, newspapers, magazines, office paper and common main; and

(3) Plastic bottles and jugs – food and liquid containers with the lids on (Pete or polyethylene terephthalate and HDPE or high-density polyethylene).<<

\* \* \*

**RESIDENTIAL UNIT.** ~~Any structure, shelter, trailer, or any party of a multi-dwelling building with fewer than four (4) units used or constructed for use as a residence for one (1) family.~~ >>Any structure, shelter, trailer, or any part of a multifamily building with fewer than four (4) units used within the corporate limits of the City occupied by a person or group of persons. A Residential Unit shall be deemed occupied when either water or domestic electric and power services are being supplied to the unit. A condominium dwelling, whether of single or multi-level construction, consisting of less than four contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. A townhouse development comprised of individually owned units shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.<<

**SOLID WASTE.** ~~Garbage, refuse, garden and yard trash, clean debris, white goods, special waste, ashes, sludge, or other discarded materials, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agriculture, or governmental operations.~~ >>Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public

health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste. Solid Waste is commonly referred to as garbage.<<

**>>SPECIAL WASTE.** Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to:

(1) Waste generated by an industrial process or a pollution control process;

(2) Waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals;

(3) Waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");

(4) Waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;

(5) Waste which may contain free liquids and requires liquid waste solidification;

(6) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;

(7) Asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law;

(8) Waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA);

(9) Waste containing naturally occurring radioactive material (NORM) and/or technologically enhanced NORM (TENORM); and

(10) Municipal or commercial solid waste that may have come into contact with any of the foregoing.<<

\* \* \*

>>**WASTE MATERIAL.** All nonhazardous, Solid Waste (including Yard Waste, Tires and Recyclable Materials) generated at Residential Units and Municipal Facilities that is not excluded by this Agreement. Waste Material shall not include any Excluded Waste.<<

**WIRE-MESH CONTAINER.** A functional container constructed of welded wire mesh, six (6) inches by six (6) inches, of sufficient size to contain on-site refuse.

>>**WHITE GOODS.** Large discarded appliances, including but not limited to refrigerators, ranges, washing machines, clothes dryers, water heaters, freezers, and air conditioners. White Goods must be generated by the Customer at the Customer's improved real property where the White Goods are collected.

>>**VEGETABLE WASTE.** Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

>>**YARD WASTE.** Grass, leaves, flowers, stalks, stems, tree trimmings, branches and tree trunks. All tree and shrubbery trimmings shall be of such size that they can be readily loaded by one (1) person. Stumps, trees, limbs and other such objects shall be cut in lengths of no greater than four (4) feet if the diameter of the item is less than six (6) inches, and shall be cut in lengths of no greater than two (2) feet if the diameter of the item is greater than six (6) inches. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container. Larger tree trimmings shall be laid neatly in piles at curbside. Branches in excess of two (2) feet in length may, but are not required to be, in a container. Contractor shall be obligated to collect unlimited amounts of yard waste from each Residential Unit.<<

**SECTION 2.** The City of Palm Bay Code of Ordinances, Title XV, Solid Waste Management, Chapter 150, Solid Waste Management, Subchapter 'Solid Waste Collection', is hereby amended and shall henceforth read as follows:

## **“SOLID WASTE COLLECTION**

### **Section 150.40 SOLID WASTE MANDATORY COLLECTION.**

\* \* \*

(B) The City Manager shall have the authority to make regulations **>>and enter into agreements with waste collection vendors or franchise holders<<** concerning the days of collection, type and location of waste containers, and such other matters pertaining to the collection, conveyance, and disposal as shall be necessary, and to change and to modify the same, after notice as required by law, provided that such regulations are not contrary to the provisions of this chapter.

### **Section 150.41 COLLECTION REQUIREMENTS.**

#### *(A) Residential mandatory collection.*

(1) All refuse **>>, yard waste, bulky waste<<** and recyclable materials shall be placed within the refuse containers provided by the city (CARTS), **>>or otherwise prepared for collection in appropriate manner as required<<** off the edge of the street surface or edge of alley adjacent to the driveway. In all cases, refuse containers and all items for collection must be placed at a location accessible to collection personnel and equipment. Refuse shall not be placed in such a manner as to obstruct or otherwise restrict the use of sidewalks by the general public, and shall not be placed within fifteen (15) feet of any fire hydrant nor on top or over any water meter. **>>Residential Customers may not place out for collection any type of Excluded Waste.<<**

(2) (a) All garbage and household trash shall be collected ~~one~~ **>>two (2) times<<** per week. Recyclable materials shall be collected one (1) time per week. Garden and yard trash, tree and shrubbery trimmings shall be collected one (1) time per week. **>>Bulky waste will be collected one (1) time per week.<<**

(b) All residents, owners and/or tenants, agents, lessors, lessees, operators, occupants of premises within the city, shall deposit refuse and recyclable materials, and the like, at the designated collection point prior to ~~6:00~~ **>>4:00<<** a.m. on the scheduled day of collection, but not prior to 5:00 p.m. on the day before collection. Empty containers must be removed from curbside on the day of collection.

#### *(B) Commercial mandatory collection.*

(1) All refuse from the commercial unit shall be placed in mechanical containers for removal. All refuse mechanical containers regardless of the siting on the property, shall be screened on at least three (3) sides by masonry



wall, or wooden fencing, or other materials, at least six (6) feet in height, as approved by the city, which renders the view of the mechanical container opaque from adjacent properties. >>Commercial mandatory collection shall be provided at least once per week or pursuant to a special event permit, as applicable.<<

(2) No mechanical containers shall be located on any road right-of-way or parking setback. All multiple dwelling areas of sixteen (16) units or more must have a mechanical container, with a minimum size of two (2) cubic yards, for garbage and household trash collection and disposal. No garden and yard trash, tree and shrubbery trimmings shall be placed in mechanical refuse containers together with garbage and household trash or recyclable materials. Lids on mechanical containers must be kept closed at all times; multiple dwelling units with less than sixteen (16) units may use containers emptied by mechanical means at the owner's discretion.

#### **Section 150.42 PREPARATION REQUIREMENTS.**

(A) *Refuse*. All refuse, before being placed in refuse containers for collection, shall be drained of all free liquids and shall be containerized. No person shall place in containers such material as unwrapped razor blades, broken glass or similar materials, which could cause possible injury to collection personnel >>or any other Excluded Waste<<.

(B) ~~Tree and shrubbery trimmings~~ >>Yard waste<<. All tree and shrubbery trimmings shall be of such size that they can be readily loaded by one (1) person. Stumps, trees, limbs and other such objects shall be cut in lengths of no greater than four (4) feet if the diameter of the item is less than six (6) inches, and shall be cut in lengths of no greater than two (2) feet if the diameter of the item is greater than six (6) inches >>and placed neatly for collection curbside. Branches larger than two (2) feet in length may be but are not required to be containerized and may be placed neatly curbside for collection<<.

(C) *Garden and yard trash (fine trash)*. All garden and yard trash (fine trash >>less than two (2) feet in length<<) shall be separated from all other household refuse and recyclable materials and stored in reusable containers acceptable to the contractor and approved by the City Representative for collection. No plastic or paper bags may be used for garden and yard trash storage/collection >>and should be containerized for curbside collection<<.

(D) *Bulk*>>y<< items. Bulk>>y<< items such as >>white goods,<< furniture, >>mattresses, residential move-out piles,<< appliances, yard toys and building materials from do-it-yourself projects, not to exceed twenty (20) cubic yards per project, >>or other similar items and materials with weights or volumes

greater than those allowed in bins or containers<< shall be placed at the curbside or beside service alley, if available. >>Contractor shall be obligated to collect unlimited amounts of bulky waste from each Residential Unit.<<

(E) *Household trash.* Household trash shall be placed in a refuse container at a single collection point within six (6) feet of the curbside. No such refuse containers shall exceed fifty (50) pounds in weight >>as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians<<. No such bundle shall exceed a size of four (4) feet in length and twenty-four (24) inches in diameter and a weight of fifty (50) pounds. >>Any bagged materials within containers may not exceed 35 pounds.<< Refuse which was generated off the premises or which results from a business/commercial activity not located on the premises shall be properly and legally disposed of by the owner at a permitted solid waste disposal facility.

\* \* \*

>>(H) *Tires.* Residential Customers shall be provided with a collection of up to a maximum of four (4) discarded automotive, motor vehicle and trailer tires, including rims, per Residential Unit per year.

(I) *Construction and Demolition Debris from Minor Improvement Projects.* Collection of construction and demolition debris from minor improvement projects at a Residential Unit shall be provided for a small amount of containerized construction and demolition debris resulting from the Residential Customer's minor home improvement projects, with the exception of any treated wood which is prohibited from collection.<<

\* \* \*

#### **Section 150.46 RECYCLABLE MATERIALS.**

\* \* \*

>>(E) Recyclable materials are limited to the following for Residential Customers:

- (1) Metal or aluminum cans – clean aluminum tin or steel food and beverage containers; and
- (2) Paper and cardboard – clean and dry flattened cardboard, newspapers, magazines, office paper and common mail; and
- (3) Plastic bottles and jugs – food and liquid containers with the lids on (Pete or polyethylene terephthalate and HDPE or high-density polyethylene).<<

**SECTION 3.** All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

**SECTION 4.** 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 5.** 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 6.** The provisions within 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: \_\_\_\_\_

***~~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:** Frank Watanabe, Public Works Director/City Engineer

**DATE:** 4/1/2021

**RE:** Ordinance 2021-17, vacating a portion of the rear public utility and drainage easement located within Lots 33 and 34, Block 1842, Port Malabar Unit 39 (Case VE-1-2021, Richard Defay), final reading.

A public hearing is to be held on the above subject ordinance and the caption read for the second and final time at tonight's Council meeting.

Richard Defay has submitted an application to vacate the Northeasterly 6 feet of the Southwesterly 10 foot Public Utility and Drainage Easement; less and except the Northerly 6 foot Public Utility and Drainage Easements, thereof, containing 987.27 square feet, more or less of Lots 33 & 34, Block 1842, Port Malabar Unit 39, according to the Plat thereof, as Recorded in Plat Book 21, Pages 24-48, of the Public Records of Brevard County, Florida, for an in-ground pool and screen enclosure.

**REQUESTING DEPARTMENT:**

Public Works

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

Motion to approve request for Consideration per the recommendation section on Staff Report.

**ATTACHMENTS:**

**Description**

Vacate of Easement  
Ordinance 2021-17

# **PUBLIC WORKS DEPARTMENT STAFF REPORT**

## **REQUEST TO VACATE EASEMENT**

**PROPOSAL:** To vacate the Northeasterly 6 feet of the Southwesterly 10 foot Public Utility and Drainage Easement, less and except the Northerly 6 foot Public Utility and Drainage Easement, thereof containing 987.27 square feet more or less of Lots 33&34, Block 1842, Port Malabar Unit 39, according to the Plat thereof, as Recorded in Plat Book 21, Pages 24-48, of the Public Records of Brevard County, Florida, for an inground pool and screen enclosure.

**LOCATION:** 526 De Leon Court NW  
(Lots 33&34, Block 1842, Port Malabar Unit 39)

**APPLICANT:** Richard Defay

### **SITE DATA**

**PRESENT ZONING:** RS-2 – Single-Family Residential

**AREA OF VACATING:** 987.27 square feet, more or less

|                        |          |                                  |
|------------------------|----------|----------------------------------|
| <b>ADJACENT ZONING</b> | <b>N</b> | RS-2 – Single-Family Residential |
| <b>&amp; LAND USE:</b> | <b>E</b> | RS-2 – Single-Family Residential |
|                        | <b>S</b> | RS-2 – Single-Family Residential |
|                        | <b>W</b> | RS-2 – Single-Family Residential |

**STAFF ANALYSIS:**

To vacate the Northeasterly 6 feet of the Southwesterly 10 foot Public Utility and Drainage Easement, less and except the Northerly 6 foot Public Utility and Drainage Easement, thereof containing 987.27 square feet more or less of Lots 33&34, Block 1842, Port Malabar Unit 39, according to the Plat thereof, as Recorded in Plat Book 21, Pages 24-48, of the Public Records of Brevard County, Florida, for an inground pool and screen enclosure.

AT & T, Florida Power and Light, Spectrum, and Melbourne-Tillman Water Control District have no objections to the vacating request.

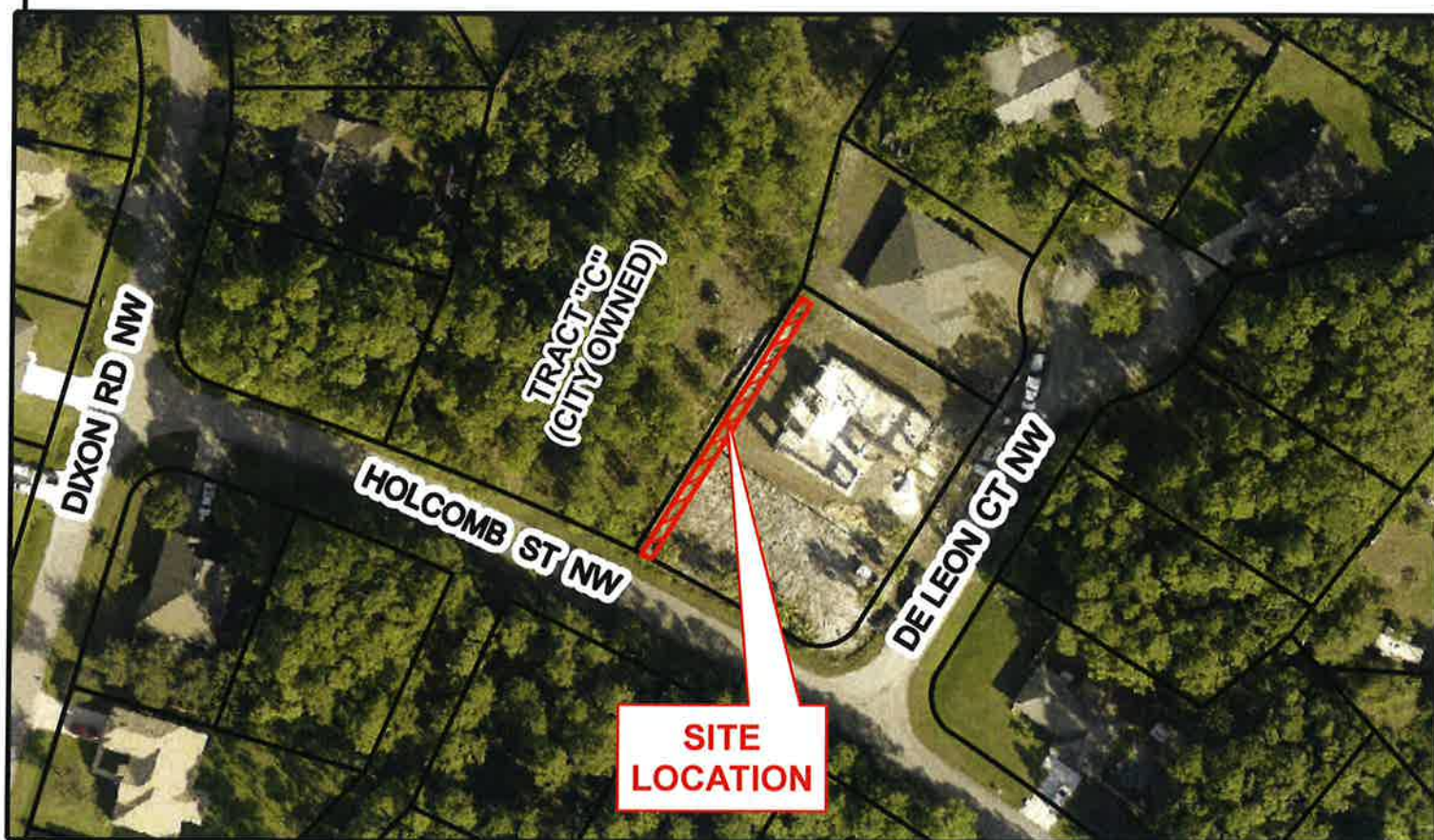
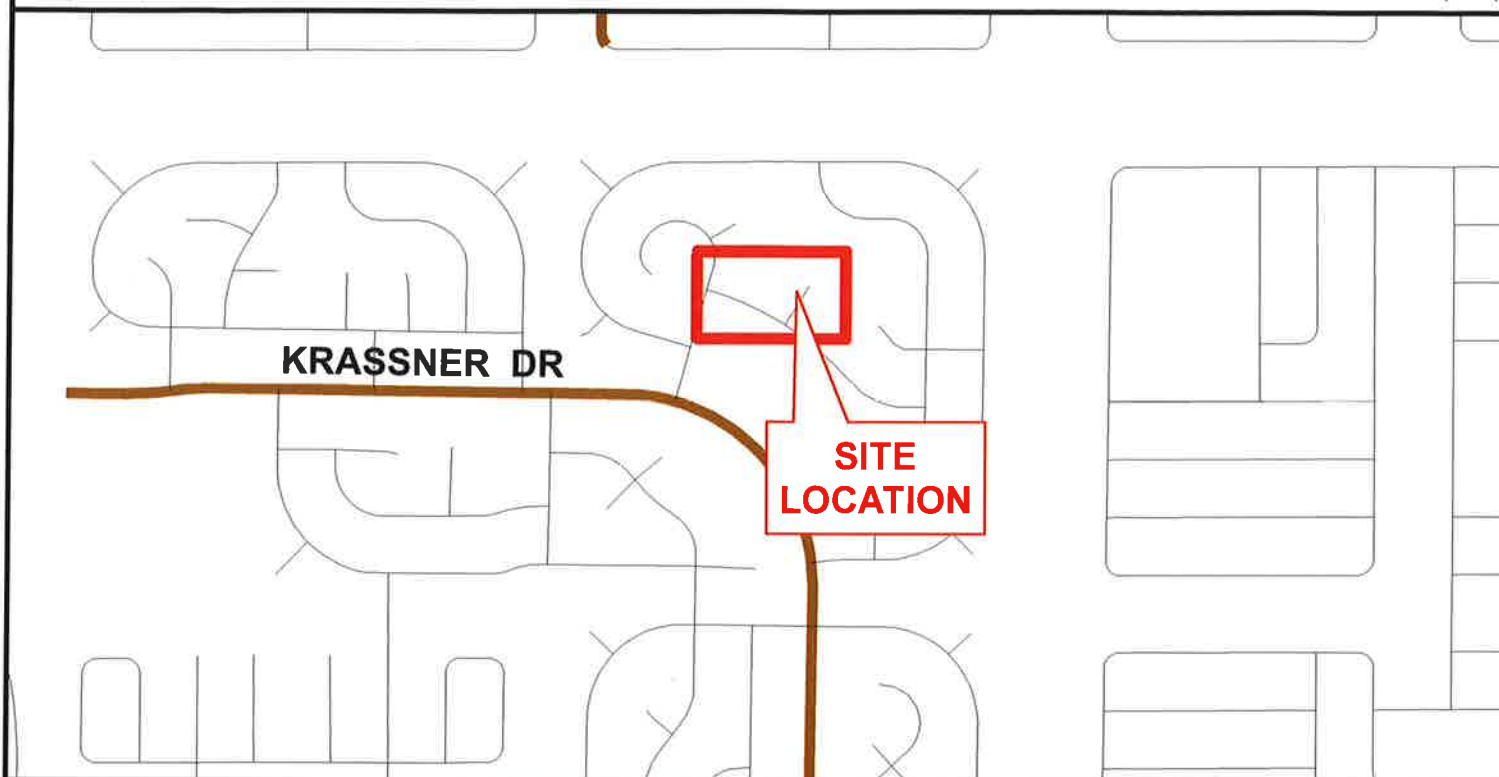
The City of Palm Bay's Departments have the enclosed comments relating to the vacating request. It should be noted that city policy allows for the approval of a vacation request for the first 5 feet, along city owned canals, if there are no obvious issues of conflict.

Staff has no adverse comments regarding removal of the Northeasterly 6 feet of the Southwesterly 10 foot Public Utility and Drainage Easement, less and except the Northerly 6 foot Public Utility and Drainage Easement, thereof containing 987.27 square feet more or less of Lots 33&34, Block 1842, Port Malabar Unit 39, according to the Plat thereof, as Recorded in Plat Book 21, Pages 24-48, of the Public Records of Brevard County, Florida, for such an endeavor.

**STAFF RECOMMENDATION:**

Staff recommends approval of the vacating of easement per the analysis section of this staff report.



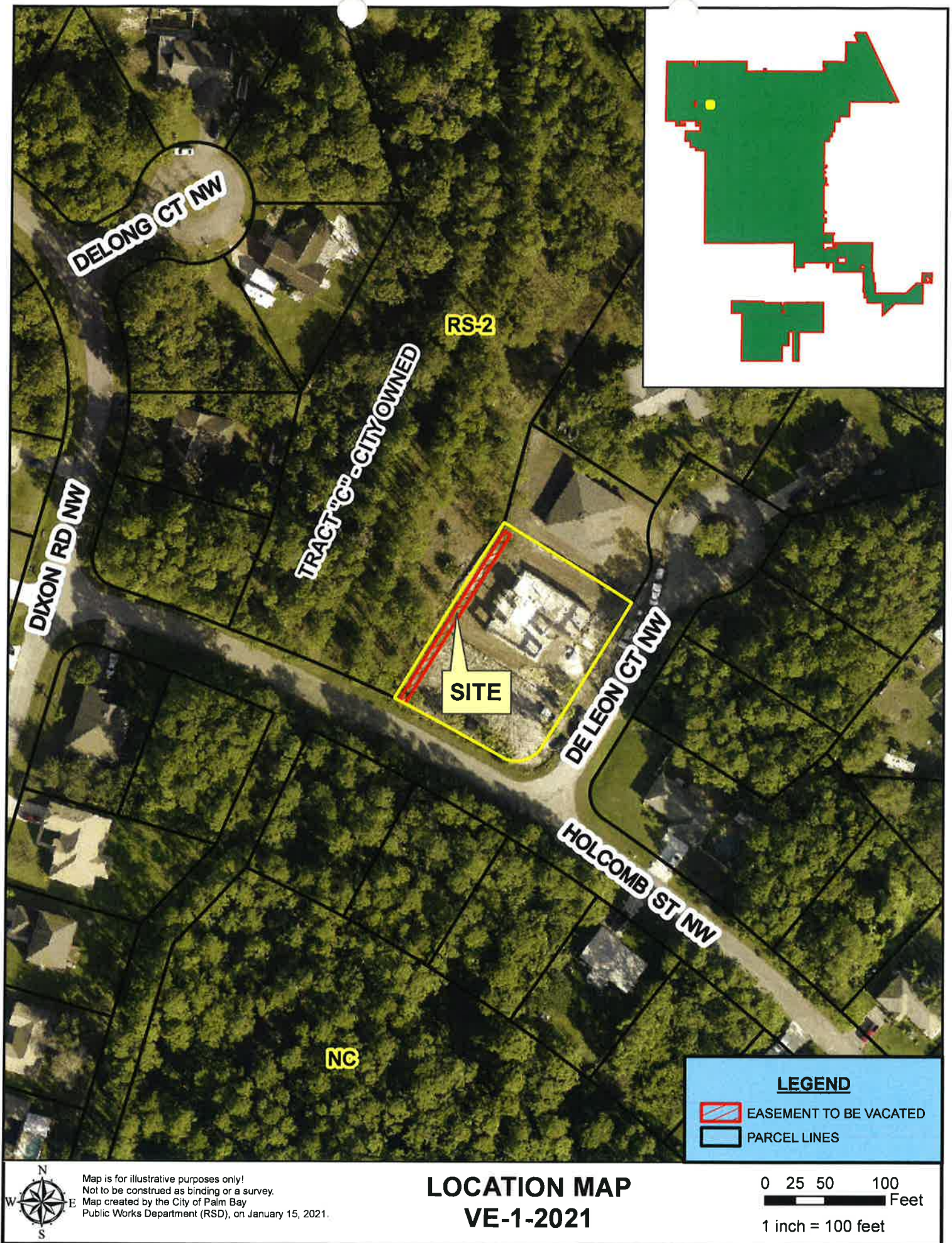


Map is for illustrative purposes only!  
Not to be construed as binding or a survey.  
Map created by the City of Palm Bay  
Public Works Department (RSD), on January 15, 2021.

## VE-1-2021

0 25 50 100  
Feet  
1 inch = 100 feet







# SKETCH & DESCRIPTION

SECTION 34, TOWNSHIP 28 SOUTH, RANGE 36 EAST  
(NOT A BOUNDARY SURVEY)

SHEET 1 OF 2  
NOT VALID WITHOUT THE  
SKETCH ON SHEET 2 OF 2

## LEGAL DESCRIPTION:

A PORTION OF A 10 FEET WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT LYING WITHIN LOTS 33 AND 34, BLOCK 1842, PORT MALABAR UNIT THIRTY NINE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGES 24-48, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY CORNER OF SAID LOT 33, BLOCK 1842; THENCE SOUTH 58°01'14" EAST ALONG THE NORTHERLY LINE OF SAID LOT 33, A DISTANCE OF 4.00 FEET; THENCE SOUTH 31°58'46" WEST, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 58°01'14" EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 31°58'46" WEST, A DISTANCE OF 164.28 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HOLCOMB STREET, SAID POINT BEING ON A CURVE WHICH IS CONCAVE SOUTHERLY, HAVING A RADIUS OF 1625.00 FEET AND A CENTRAL ANGLE OF 0°12'45"; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 6.02 FEET; THENCE NORTH 31°58'46" EAST, A DISTANCE OF 164.81 FEET TO THE POINT OF BEGINNING.

PREPARED BY:



1350 MALABAR ROAD S.E., SUITE 1, PALM BAY, FLORIDA 32907  
Phone (321)724-2940 Fax(321)951-4879  
E-MAIL: SMITHSURVEYINGFL @ GMAIL.COM



KEVIN A. SMITH - FLORIDA CERTIFICATE NO. 4457  
(NOT VALID UNLESS SIGNED AND SEALED)

PREPARED FOR: RICHARD J. DEFAY; COOL POOLS

DRAWN BY: A. TEJADA

DATE: DEC. 21, 2020

CHECKED BY: KAS

SHEET 1 OF 2

DRAWING NO. 20-2146

REVISIONS

SECTION 34

TOWNSHIP 28 SOUTH

RANGE 36 EAST

# SKETCH & DESCRIPTION

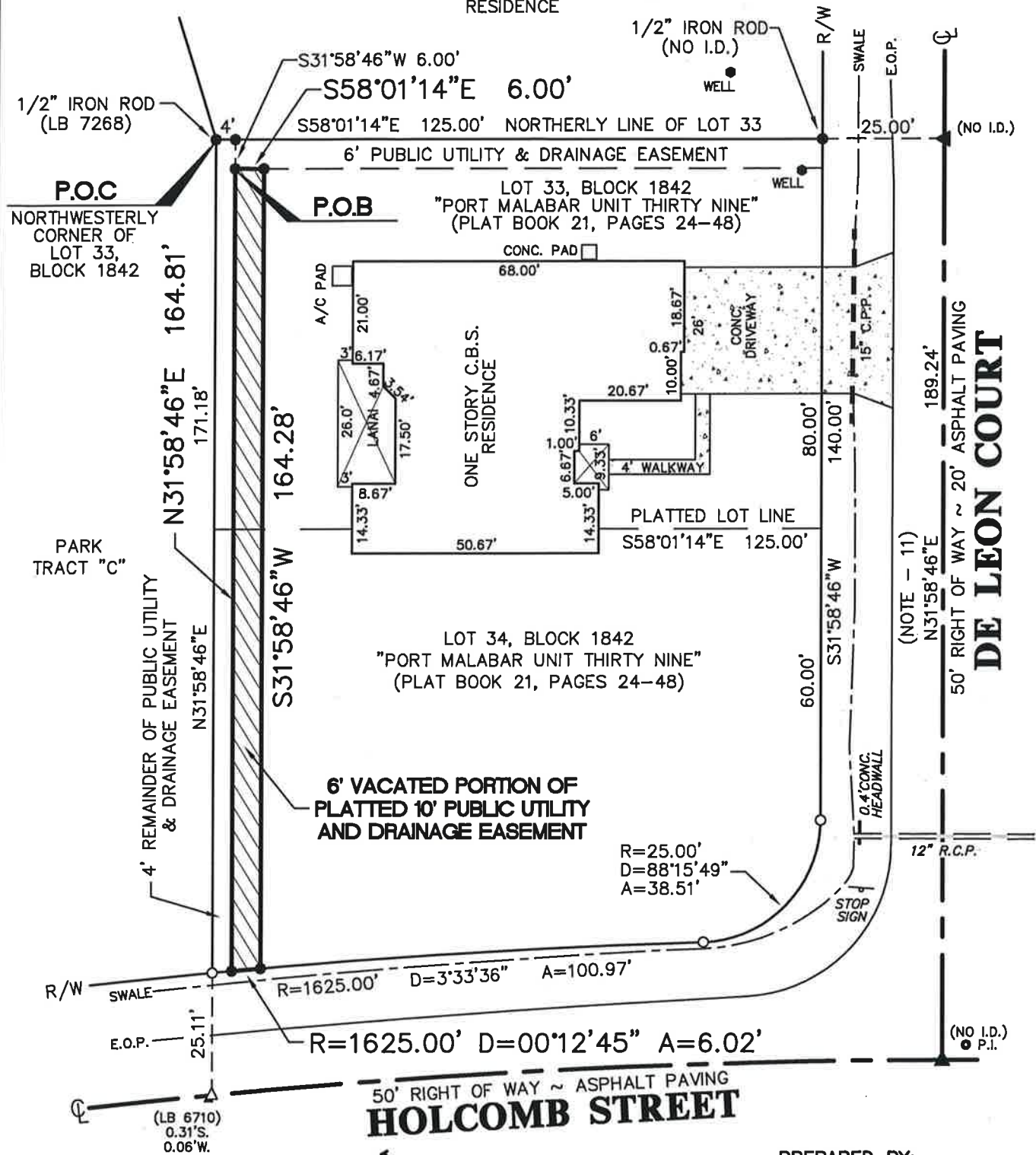
SECTION 34, TOWNSHIP 28 SOUTH, RANGE 36 EAST

(NOT A BOUNDARY SURVEY)

LOT 32, BLOCK 1842  
RESIDENCE

SHEET 2 OF 2

NOT VALID WITHOUT THE LEGAL  
DESCRIPTION ON SHEET 1 OF 2



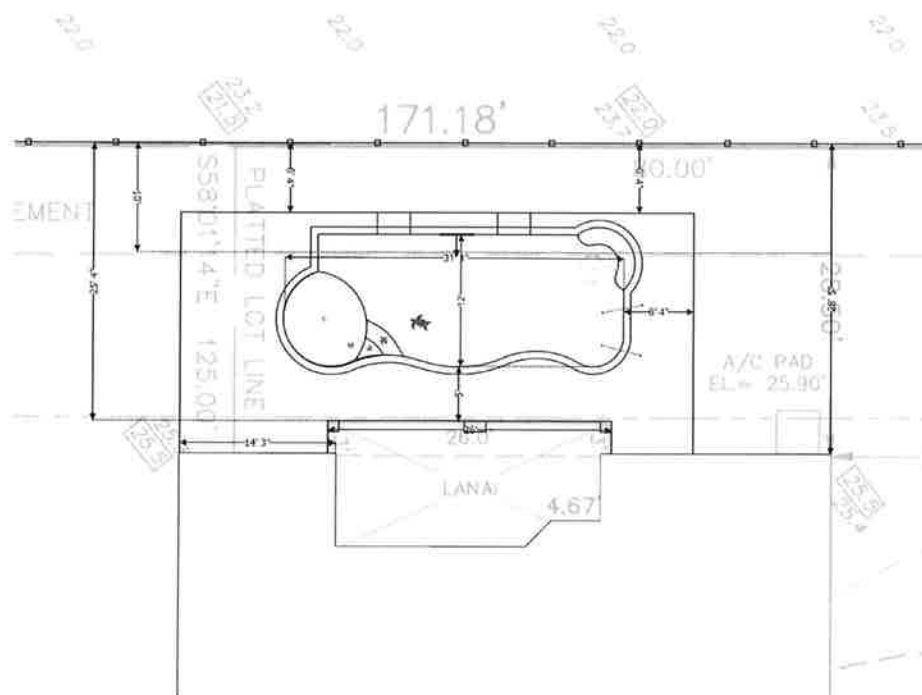
PREPARED BY:

**SMITH** & Associates  
SURVEYING & MAPPING, INC.

1350 MALABAR ROAD S.E., SUITE 1, PALM BAY, FLORIDA 32907  
Phone (321)724-2940 Fax (321)951-4879  
E-MAIL: SMITHSURVEYINGFL @ GMAIL.COM

DRAWING NO. 20-2146

SCALE: 1" = 30'





**PUBLIC WORKS DEPARTMENT**

1050 MALABAR ROAD SW PALM BAY, FLORIDA 32907

PHONE: (321) 952-3403

EMAIL: [pwpermitting@palmabayflorida.org](mailto:pwpermitting@palmabayflorida.org)

**REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY**

This application must be completed, legible, and returned, with all attachments referred to herein, to the Public Works Department, Palm Bay, Florida. The request will then be reviewed by City staff and scheduled before the City Council. A minimum of eight (8) weeks is required to process the application. You or your representative are required to attend the hearing and will be notified by mail of the date and time of the meeting. The meeting will be held at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida, unless otherwise stated.

Name of Applicant (Please print): RICHARD DEFAY

Address: 526 DE LEON COURT NW

City: PALM BAY

Zip Code: 32907

Phone Number: 954 290 8025

Business Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: RICHARD1DEFAY@GMAIL.COM

**LEGAL DESCRIPTION, PREPARED BY A CERTIFIED SURVEYOR, OF THAT PORTION OF THE EASEMENT REQUESTING TO BE VACATED UPON WHICH THE ENCROACHMENT IS PROPOSED OR CURRENTLY EXISTS:**

DOCUMENT ATTACHED

Lots 33+34, Block 1842, Port Malabar Unit 39

Section: 34

Township: 28

Range: 36

Size of area covered by this application (calculate acreage): \_\_\_\_\_

Zoning classification at present: \_\_\_\_\_

Which action applying for (easement, drainage): EASEMENT

Reason for requesting vacation and intended use: INSTALL INGROUND SWIMMING POOL WITH SCREEN ENCLOSURE

If the encroachment currently exists, provide the date that a permit was issued by the Building Division.

The following enclosures are needed to complete this application.

- ☒ \$182.00 Application Fee. Make check payable to "City of Palm Bay".
- ☒ List of names and addresses of property owners abutting the lot or parcel within which the easement or drainage right-of-way is located;
- ☒ Copy of plat, map, etc. depicting area location of easement or drainage right-of-way to be vacated.
- ☒ Original notarized letters from the utility and service companies are required stating whether or not they object to or if there is no interest in the vacating of the easement or drainage right-of-way. If equipment lies within the easement or drainage right-of-way requested for vacation, the applicant shall be responsible for any expenses incurred for relocating same, unless other arrangements have been made with the company.
  - a) Florida Power & Light Company;
  - b) AT&T Telecommunications;
  - c) Spectrum Cable;
  - d) Melbourne-Tillman Water Control District (if applicable);
  - e) Florida City Gas (if applicable);
  - f) Holiday Park, Board of Directors (if applicable).

Are you the property owner of record? ☒ Yes ☐ No

If no, a notarized letter from the property owner must be attached giving consent to the applicant to request the vacating.

Contact the Land Development Division (321-733-3042) as to whether a variance is required. If Required, YOU MUST OBTAIN APPROVAL FOR THE VARIANCE PRIOR TO PROCEEDING WITH THE VACATING REQUEST.

☐ Required ☒ Not Required

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION AND ALL DATA ATTACHED MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE CITY COUNCIL.

**UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.**

Signature of Applicant  Date 01/04/2021

Printed Name of Applicant RICHARD DEFAY

FOR OFFICE USE ONLY

Land Development Division \_\_\_\_\_ Date \_\_\_\_\_



The following enclosures are needed to complete this application:

- ☒ \$182.00 Application Fee. Make check payable to "City of Palm Bay".
- ☒ List of names and addresses of property owners abutting the lot or parcel within which the easement or drainage right-of-way is located;
- ☒ Copy of plat, map, etc. depicting area location of easement or drainage right-of-way to be vacated.
- ☒ Original notarized letters from the utility and service companies are required stating whether or not they object to or if there is no interest in the vacating of the easement or drainage right-of-way. If equipment lies within the easement or drainage right-of-way requested for vacation, the applicant shall be responsible for any expenses incurred for relocating same, unless other arrangements have been made with the company.
  - a) Florida Power & Light Company;
  - b) AT&T Telecommunications;
  - c) Spectrum Cable;
  - d) Melbourne-Tillman Water Control District (if applicable);
  - e) Florida City Gas (if applicable);
  - f) Holiday Park, Board of Directors (if applicable).

Are you the property owner of record? ☒ Yes ☐ No

If no, a notarized letter from the property owner must be attached giving consent to the applicant to request the vacating.

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☐ Required ☒ Not Required

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION AND ALL DATA ATTACHED MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE CITY COUNCIL.

**UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.**

Signature of Applicant



Date 01/04/2021

Printed Name of Applicant

RICHARD DEFAY

FOR OFFICE USE ONLY

Land Development Division

Date

January 14, 2021

Re: Letter of Authorization

As the property owner of the site legally described as 526 DeLeon Ct. NW  
Palm Bay, FL 32907 - Lots 33 & 34, Block 1842, Port Malabar Unit 39

I hereby authorize Cool Pools  
to represent my Vacate of Easement application for said property.

  
(Signature)

STATE OF Florida  
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this January 14, 2021  
by Richard J. Defay, who is personally known by me or  
who has produced FLDL as identification,  
and who did   /did not ✓ take an oath.

(SEAL)



, Notary Public

Serial No. # GG 304530  
My commission expires Feb 21 2023

ORIGINAL



## **ORDINANCE 2021-17**

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING AND ABANDONING A PORTION OF THE REAR TEN (10) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, LOCATED WITHIN LOTS 33 AND 34, BLOCK 1842, PORT MALABAR UNIT 39, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 25, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Richard Defay has requested the City of Palm Bay, Florida, to vacate a portion of a certain public utility and drainage easement, which portion is legally described herein, and

**WHEREAS**, the vacation and abandonment of said portion of the public utility and drainage easement will neither adversely affect nor benefit the public.

**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 vacates and abandons a portion of the rear public utility and drainage easement located within Lots 33 and 34, Block 1842, Port Malabar Unit 39, according to the plat thereof as recorded in Plat Book 21, Page 25, of the Public Records of Brevard County, Florida, Section 34, Township 28S, Range 36E, being more particularly described as follows:

Commence at the northwesterly corner of said Lot 33, Block 1842; thence S 58°01'14" E along the northerly line of said Lot 33, a distance of 4.00 feet; thence S 31°58'46" W, a distance of 6.00 feet to the Point of Beginning; thence S 58°01'14" E, a distance of 6 feet; thence S 31°58'46" W, a distance of 164.28 feet to a Point on the northerly right-of-way line of Holcomb Street, said point being on a curve which is concave southerly, having a radius of 1625.00 feet and a central angle of 0°12'45"; thence westerly along said curve an arc distance of 6.02 feet; thence N 31°58'46" E, a distance of 164.81 feet to the Point of Beginning; containing 987.27 square feet, more or less.

**SECTION 2.** The provisions within 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: Richard Defay  
Case: VE-1-2021

cc: (date) Applicant  
Case File  
Brevard County Recording



## 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:** 4/1/2021

**RE:** Ordinance 2021-18, vacating a portion of the rear public utility and drainage easement located within Lot 17, Block 2367, Port Malabar Unit 45 (Case VE-2-2021, David Devenney), final reading.

A public hearing is to be held on the above subject ordinance and the caption read for the second and final time at tonight's Council meeting.

David Devenney has submitted an application to vacate the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the Easterly 6 foot and Westerly 20 foot Public Utility and Drainage Easements, thereof containing 1040 square feet, more or less of Lot 17, Block 2367, Port Malabar Unit 45, according to the Plat thereof, as Recorded in Plat Book 22, Pages 3-23, of the Public Records of Brevard County, Florida, for a pre-manufactured shed (12' X 16').

**REQUESTING DEPARTMENT:**

Public Works

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Motion to approve the request for consideration per the recommendation section on Staff Report.

**ATTACHMENTS:**

**Description**

**Vacate of Easement - VE-2-2021**

**Ordinance 2021-18**



DATE: March 5, 2021  
CASE #: VE-2-2021

# **PUBLIC WORKS DEPARTMENT STAFF REPORT**

## **REQUEST TO VACATE EASEMENT**

**PROPOSAL:** To vacate the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the Easterly 6 and Westerly 20 foot Public Utility and Drainage Easement, thereof containing 1040 square feet more or less of Lot 17, Block 2367, Port Malabar Unit 45, according to the Plat thereof, as Recorded in Plat Book 22, Pages 3-23, of the Public Records of Brevard County, Florida, for a pre-manufactured shed (12' X 16').

**LOCATION:** 926 Nixon Circle NE  
(Lot 17, Block 2367, Port Malabar Unit 45)

**APPLICANT:** David Devenney

## **SITE DATA**

**PRESENT ZONING:** RE – Estate Residential

**AREA OF VACATING:** 1040 square feet, more or less

|                        |          |                         |
|------------------------|----------|-------------------------|
| <b>ADJACENT ZONING</b> | <b>N</b> | RE – Estate Residential |
| <b>&amp; LAND USE:</b> | <b>E</b> | RE – Estate Residential |
|                        | <b>S</b> | RE – Estate Residential |
|                        | <b>W</b> | RE – Estate Residential |

**STAFF ANALYSIS:**

To vacate the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the Easterly 6 foot and Westerly 20 foot Public Utility and Drainage Easement, thereof containing 1040 square feet more or less of Lot 17, Block 2367, Port Malabar Unit 45, according to the Plat thereof, as Recorded in Plat Book 22, Pages 3-23, of the Public Records of Brevard County, Florida, for a pre-manufactured shed (12' x 16').

AT & T, Florida Power and Light, Spectrum, and Melbourne-Tillman Water Control District have no objections to the vacating request.

The City of Palm Bay's Departments have the enclosed comments relating to the vacating request. It should be noted that city policy allows for the approval of a vacation request for the first 5 feet, along city owned canals, if there are no obvious issues of conflict.

Staff has no adverse comments regarding removal of the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the Easterly 6 foot and Westerly 20 foot Public Utility and Drainage Easement, thereof containing 1040 square feet more or less of Lot 17, Block 2367, Port Malabar Unit 45, according to the Plat thereof, as Recorded in Plat Book 22, Pages 3-23, of the Public Records of Brevard County, Florida, for such an endeavor.

**STAFF RECOMMENDATION:**

Staff recommends approval of the vacating of easement per the analysis section of this staff report.

# LOCATION MAP

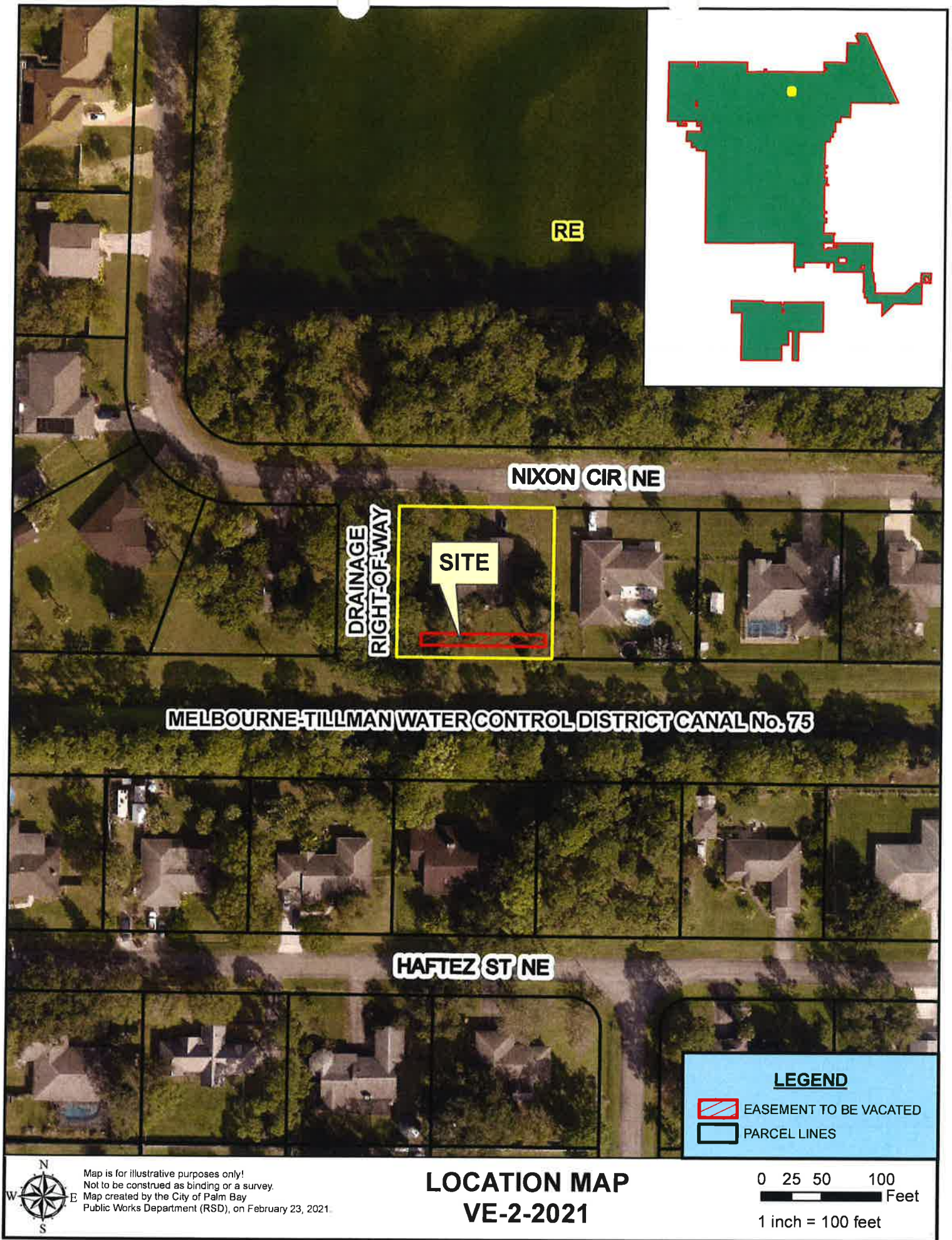


Map is for illustrative purposes only!  
Not to be construed as binding or a survey.  
Map created by the City of Palm Bay  
Public Works Department (RSD), on February 23, 2021.

## VE-2-2021

0 25 50 100  
Feet  
1 inch = 100 feet





DRAINAGE  
RIGHT-OF-WAY

NIXON CIR NE

SITE

MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL No. 75

HAFTEZ ST NE

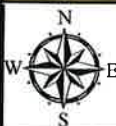
**LEGEND**



EASEMENT TO BE VACATED



PARCEL LINES



Map is for illustrative purposes only!  
Not to be construed as binding or a survey.  
Map created by the City of Palm Bay  
Public Works Department (RSD), on February 23, 2021.

**LOCATION MAP**  
**VE-2-2021**

0 25 50 100  
Feet

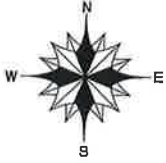
1 inch = 100 feet



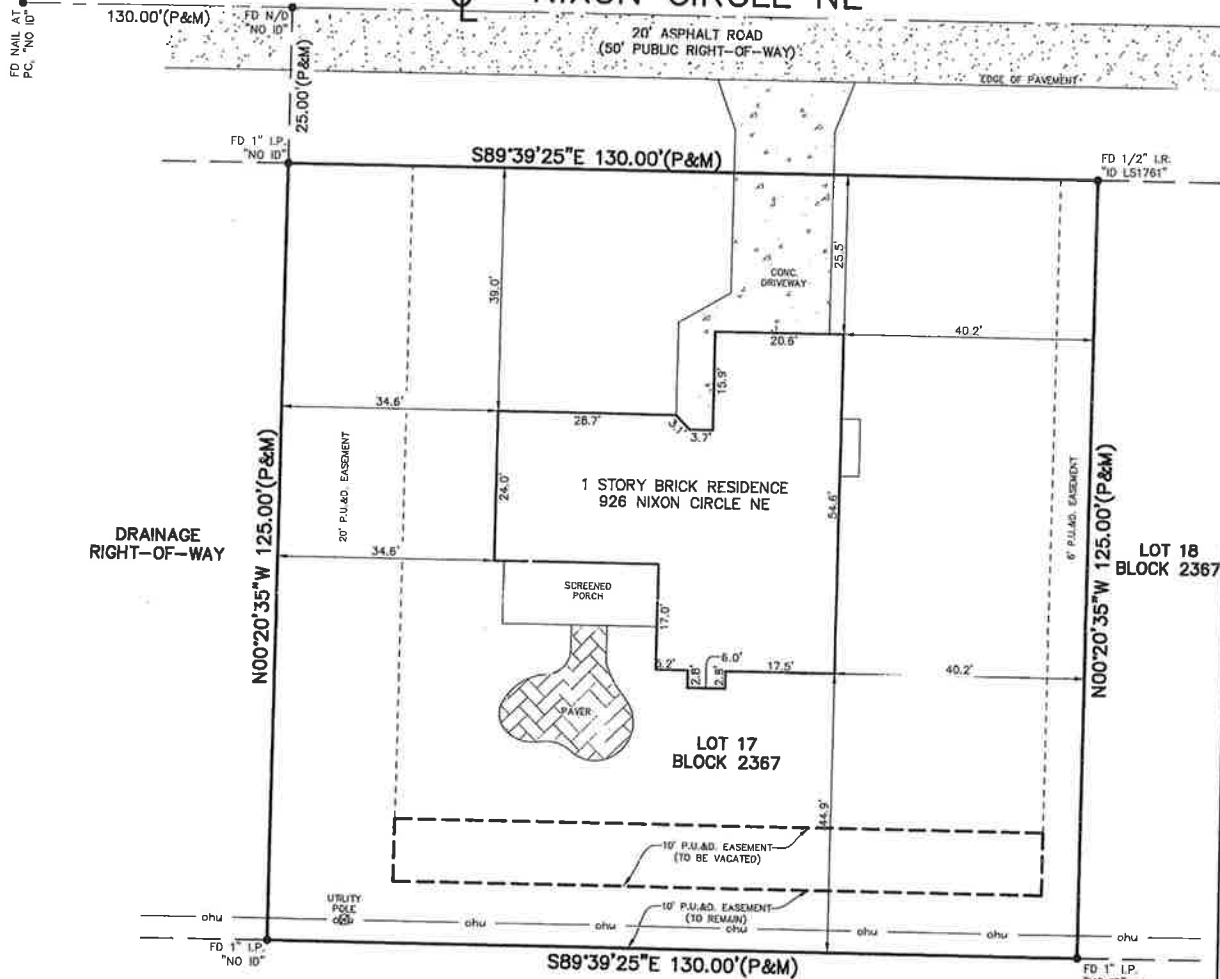
# LEGAL

A PORTION OF LOT 17, BLOCK 2367, PORT MALABAR UNIT FORTY FIVE, AS RECORDED IN PLAT BOOK 22, PAGE 3-23, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE REAR 20 FOOT PUBLIC UTILITY EASEMENT OF SAID LOT 17, BLOCK 2367. THE NORTH 10.00 FEET OF THE SOUTH 20.00 FEET OF SAID LOT 17, BLOCK 2367, LESS AND EXCEPT THE EASTERLY 6.00 FEET AND THE WESTERLY 20 FEET THEREOF.



## NIXON CIRCLE NE



MELBOURNE TILMAN DRAINAGE DISTRICT CANAL NO. 75



PROFESSIONAL SURVEYOR & MAPPER IN RESIDENCE OF FLORIDA  
MYRON E. BARKER - FLORIDA CERTIFICATE NO. 5085  
CERTIFICATE OF AUTHORIZATION LB. 6586

| LEGEND    |                                |
|-----------|--------------------------------|
| (AKA)     | ALSO KNOWN AS                  |
| S         | CENTERLINE                     |
| CBS       | CONCRETE BLOCK STRUCTURE       |
| CLF       | CHAIN LINK FENCE               |
| CLR       | CLEAR                          |
| CH        | CHORD                          |
| CM        | CONCRETE MONUMENT              |
| CONC.     | CONCRETE                       |
| COR.      | CORNER                         |
| (D)       | DEEDED                         |
| DEL       | DELTA                          |
| FD        | FOUND                          |
| ID        | IDENTIFICATION                 |
| I.P.      | IRON PIPE                      |
| I.R.      | IRON ROD                       |
| L         | LENGTH                         |
| LB        | LICENSE BUSINESS               |
| LS        | LICENSE SURVEYOR               |
| (M)       | MEASURED                       |
| N&D       | NAIL & DISK                    |
| (P)       | PLATTED                        |
| PC        | POINT OF CURVATURE             |
| PT        | POINT OF TANGENCY              |
| PL        | PROPERTY LINE                  |
| P.S.M.    | PROFESSIONAL SURVEYOR & MAPPER |
| PRC       | POINT OF REVERSE CURVE         |
| P.U. & D. | PUBLIC UTILITY & DRAINAGE      |
| R         | RADIUS                         |
| R/W       | RIGHT-OF-WAY                   |
| (TYP.)    | TYPICAL                        |
| WF        | WOOD FENCE                     |

### SURVEYOR'S NOTES:

- 1) THE BEARING SYSTEM SHOWN HEREON IS BASED ON A ASSUMED BEARING OF S.89°39'25"E., ALONG THE SOUTH RIGHT-OF-WAY LINE OF NIXON CIRCLE NE.
- 2) AS PER FLOOD INSURANCE RATE MAP NO.12009C 0594 G, INDEX DATED 03-17-2014, THE ABOVE DESCRIBED PROPERTY LIES IN ZONE X.
- 3) THIS SURVEY WAS PREPARED FROM TITLE INFORMATION PROVIDED TO THE SURVEYOR. THERE MAY BE ADDITIONAL RESTRICTIONS OR EASEMENTS THAT AFFECT THE PROPERTY.
- 4) UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.
- 5) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, RESERVATION, AGREEMENT AND/OR EASEMENTS OF RECORD. SUCH INFORMATION IF DESIRED, SHOULD BE OBTAINED AND CONFIRMED BY OTHER THROUGH APPROPRIATE TITLE VERIFICATION.
- 6) NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

### TYPE OF SURVEY: EASEMENT VACATION

PROJECT:

20-2239

SCALE: 1" = 20'

DATE: 01/05/2021

CAD FILE: 20-2239.DWG

F.B. NUMBER:

REVISION:

### PRECISION

LAND SURVEYING, INC.

2900 LAKE WASHINGTON ROAD, SUITE 1

MELBOURNE, FLORIDA 32935

PHONE: 321-259-4600

EMAIL: PRECISIONSURVEYING1993@GMAIL.COM

CERTIFIED TO:

DAVID DEVENNEY



FEB 16 2021

Lot Drainage &amp; Driveway



VE-2-2021

**PUBLIC WORKS DEPARTMENT**

1050 MALABAR ROAD SW PALM BAY, FLORIDA 32907

PHONE: (321) 952-3403

EMAIL: [pwpermitting@palmbayflorida.org](mailto:pwpermitting@palmbayflorida.org)**REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY**

This application must be completed, legible, and returned, with all attachments referred to herein, to the Public Works Department, Palm Bay, Florida. The request will then be reviewed by City staff and scheduled before the City Council. A minimum of eight (8) weeks is required to process the application. You or your representative are required to attend the hearing and will be notified by mail of the date and time of the meeting. The meeting will be held at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida, unless otherwise stated.

Name of Applicant (Please print): DAVID DEVENNEY  
Address: 926 NIXON CIR NE  
City: PALM BAY Zip Code: 32907  
Phone Number: 330-204-9702 Business Phone Number: —  
Fax Number: — Email: ddevenney13@yahoo.com

**LEGAL DESCRIPTION, PREPARED BY A CERTIFIED SURVEYOR, OF THAT PORTION OF THE EASEMENT REQUESTING TO BE VACATED UPON WHICH THE ENCROACHMENT IS PROPOSED OR CURRENTLY EXISTS:**SEE ATTACHED SURVEY.Lot 17, Block 2367, PMU 45

Section: 29 Township: 28 Range: 37

Size of area covered by this application (calculate acreage): .024 ACRES

Zoning classification at present: RESIDENTIAL

Which action applying for (easement, drainage): EASEMENT

Reason for requesting vacation and intended use: PLACING A PRE MANUFACTURED SHED. 12' x 16'

If the encroachment currently exists, provide the date that a permit was issued by the Building Division.

---

The following enclosures are needed to complete this application:

1. \$182.00 Application Fee. Make check payable to "City of Palm Bay".
2. List of names and addresses of property owners abutting the lot or parcel within which the easement or drainage right-of-way is located;
3. Copy of plat, map, etc. depicting area location of easement or drainage right-of-way to be vacated.
4. Original notarized letters from the following utility and service companies are required stating whether or not they object to or if there is no interest in the vacating of the easement or drainage right-of-way. If equipment lies within the easement or drainage right-of-way requested for vacation, the applicant shall be responsible for any expenses incurred for relocating same, unless other arrangements have been made with the company.
5. See contacts listed below:

Are you the property owner of record? ☒ Yes ☐ No

If no, a notarized letter from the property owner must be attached giving consent to the applicant to request the vacating.

Contact the Land Development Division (321-733-3042) as to whether a variance is required. If Required, YOU MUST OBTAIN APPROVAL FOR THE VARIANCE PRIOR TO PROCEEDING WITH THE VACATING REQUEST.

☐ Required ☐ Not Required

Land Development Division \_\_\_\_\_ Date \_\_\_\_\_

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION AND ALL DATA ATTACHED MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE CITY COUNCIL.

**UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.**

Signature of Applicant David L. Devenney Date 2-12-2021

Printed Name of Applicant DAVID L. DEVENNEY

## **ORDINANCE 2021-18**

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING AND ABANDONING A PORTION OF THE REAR TWENTY (20) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, LOCATED WITHIN LOT 17, BLOCK 2367, PORT MALABAR UNIT 45, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGE 8, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, David Devenney has requested the City of Palm Bay, Florida, to vacate a portion of a certain public utility and drainage easement, which portion is legally described herein, and

**WHEREAS**, the vacation and abandonment of said portion of the public utility and drainage easement will neither adversely affect nor benefit the public.

**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 vacates and abandons a portion of the rear public utility and drainage easement located within Lot 17, Block 2367, Port Malabar Unit 45, according to the plat thereof as recorded in Plat Book 22, Page 8, of the Public Records of Brevard County, Florida, Section 29, Township 28S, Range 37E, being more particularly described as follows:

A portion of the rear 20 foot public utility easement of said Lot 17, Block 2367, the north 10.00 feet of the south 20.00 feet of said Lot 17, Block 2367, less and except the easterly 6.00 feet and the westerly 20 feet thereof; containing 1040 square feet, more or less.

**SECTION 2.** The provisions within 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:

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Terese M. Jones, CITY CLERK

Reviewed by CAO: \_\_\_\_\_

Applicant: David Devenney  
Case: VE-2-2021

cc: (date) Applicant  
Case File  
Brevard County Recording



## LEGISLATIVE MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Suzanne Sherman, City Manager

**THRU:** Laurence Bradley, AICP, Growth Management Director

**DATE:** 4/1/2021

**RE:** Ordinance 2021-22, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located at the northwest corner of Jupiter Boulevard and Brevard Avenue, from Single Family Residential Use to Multiple Family Residential Use and Commercial Use (23.862 acres)(Case CP-1-2021, Sachs Capital Group, LP), first reading.

Sachs Capital Group, LP (Bruce Moia, P.E. and David Bassford, P.E., Reps.) has submitted for a large-scale Comprehensive Plan Future Land Use amendment from SFR, Single Family Residential Use to MFR, Multiple-Family Residential Use and COM, Commercial Use. The 23.862-acre parcel was originally constructed in 1996 as Jo Daddy's Golf Course. The applicant is requesting to change 2.95 acres to Commercial Use and 20.91 acres to Multiple-Family Use for a 176-lot townhome community.

The site will have a maximum density of 209 units, which is less than the maximum 418 units allowed by the Multiple-Family Residential land use. There is currently a shortfall in school capacity in the concurrency service areas of the intended development, so the capacity of adjacent service areas must be considered for the project.

Multi-family housing is needed throughout Palm Bay, and the land use amendment meets a goal of the Palm Bay Comprehensive Plan to provide for and maintain viable neighborhoods and residential development for the existing and future needs of our residents.

### REQUESTING DEPARTMENT:

Growth Management

### RECOMMENDATION:

Motion to approve Case CP-1-2021, based upon the following conditions:

1. At the time of any development plan submittal, the property owner shall submit a Phase One and Two Environmental Study;
2. At the time of site development, a traffic impact analysis will be required, and extensive access management related to the School and Jupiter Boulevard;

3. A School Capacity Determination Letter shall be obtained from the Brevard County School Board; and
4. The maximum density shall be capped at 10 units per acre.

**Planning and Zoning Board Recommendation:**

Unanimous approval of the request, based on the conditions within the staff report.

**ATTACHMENTS:**

**Description**

Case CP-1-2021

Board Minutes

Ordinance 2021-22

Ordinance 2021-22 - Exhibit A



# STAFF REPORT

## LAND DEVELOPMENT DIVISION

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

[landdevelopmentweb@palmabayflorida.org](mailto:landdevelopmentweb@palmabayflorida.org)

### Prepared by

Christopher Balter, Senior Planner

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#### CASE NUMBER

CP-1-2021

#### PLANNING & ZONING BOARD HEARING DATE

March 3, 2021

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#### PROPERTY OWNER & APPLICANT

Sachs Capital Group, LP  
(Bruce Moia, P.E. Representative)

#### PROPERTY LOCATION/ADDRESS

Tax Parcels 750 and 751, along with Tract K of Port  
Malabar Unit 10, Section 6, Township 29, Range 37,  
Brevard County, Florida

---

#### SUMMARY OF REQUEST

The applicant is requesting a large-scale comprehensive future land use amendment of the subject parcels from SFR, Single Family Residential Use to MFR, Multiple-Family Residential Use and COM, Commercial Use.

#### Existing Zoning

RR, Rural Residential

#### Existing Land Use

Single Family Residential Use

#### Site Improvements

Abandoned Golf Course

#### Site Acreage

23.862 acres, more or less

---

#### SURROUNDING ZONING & USE OF LAND

##### North

RS-2, Single-Family Residential and IU, Institutional Use; Turner Elementary School; Melbourne Tillman Canal No. 49

##### East

RS-2, Single-Family Residential; Single Family Homes

##### South

Jupiter Boulevard SE

##### West

IU, Institutional Use; Turner Elementary School and South West Middle School

---

**BACKGROUND:**

The property is located at the northwest corner of Jupiter Boulevard SE and Brevard Avenue SE. The property was originally constructed as a golf course in 1996. The applicant is requesting to change 2.95 acres to the Commercial Use and 20.91 acres to Multiple-Family Use.

**ANALYSIS:**

Per Chapter 183: Comprehensive Plan Regulations; Section 183.01(B), the purpose and intent of the Comprehensive Plan is to encourage the most appropriate use of land and resources to promote the health, safety, and welfare of the community:

**1. FUTURE LAND USE ELEMENT**

The Comprehensive Plan (Plan) FLU Element Goal FLU-1 is to ensure a high quality, diversified living environment through the efficient distribution of compatible land uses.

The Comprehensive Plan (Plan) FLU Element Goal FLU-2 is to provide for and maintain viable neighborhoods and residential development to meet the existing and future needs of the residents of Palm Bay.

The Comprehensive Plan (Plan) FLU Element Goal FLU-3 is to provide for economically viable commercial areas which promote a sound and diversified local economy and serve the retail and service needs of the City's residents.

The Comprehensive Plan (Plan) FLU Element Goal FLU-8 is to provide for a diverse and self-sustaining pattern of land uses which support the present and future population of the City of Palm Bay.

The Comprehensive Plan (Plan) FLU Element Goal FLU-9 is to create large scale, sustainable mixed-use communities.

The Multiple Family Residential (MFR) Use future land use category allows for a maximum residential density of 20 units per acre (UPA), with a range of 0-20 UPA. Typical uses allowed include single-family homes, duplexes, multi-family units, congregate living units, recreational uses, and institutional uses such as schools, churches, and utilities.

This established density limit would yield a maximum of 418 units. However, as indicated in the companion rezoning request (CPZ-1-2021), the applicant is requesting the RM-10 zoning district be applied to the parcel. Provisions of the RM-10 district only permit a maximum of 10 UPA. This would result in no more than 209 units.



## 2. COASTAL MANAGEMENT ELEMENT

The subject property is not located within the Coastal Management Area.

## 3. CONSERVATION ELEMENT

The environmental character of the City is maintained through conservation, appropriate use, and protection of natural resources.

The subject parcel is not located within any of the Florida scrub-jay polygons identified on the City's Habitat Conservation Plan (HCP). No additional listed species are known to inhabit the subject property as the property is developed.

**Recreation:** Multiple Family Use does have more of a demand upon the parks & recreation level of service (LOS) standards than Single Family Use. However, the number of units that could be constructed upon the property would have a De minimis effect on the recreation LOS. It shall be noted that the Recreation and Open Space Element of the City's Comprehensive Plan sets a LOS Standard of 2 acres per 1,000 residents. The City maintains public ownership of park-designated lands that far exceed this requirement.

## 4. HOUSING ELEMENT

The proposed FLU amendment does not adversely impact the supply and variety of safe, decent, attractive and affordable housing within the City. The amendment will allow the site to be used for additional housing and allow for a type of housing (multi-family) that is needed throughout Palm Bay.

## 5. INFRASTRUCTURE ELEMENT

The City evaluates present and future water, sewer, drainage, and solid waste, and assesses the ability of infrastructure needed to support development.

**Utilities:** The FLU amendment will not cause level of service (LOS) to fall below the standards adopted in the Comprehensive Plan for these services for the current planning period. However, this does not guarantee capacity in the water or sewer system and the LOS is subject to change should any other substantial development occur in the vicinity of the proposed location. The water main adjacent to the property is 12". The nearest 8" force main connection point is location at the corner of Charlotta Avenue SE and Jupiter Boulevard SE.

**Drainage:** Any development of the site shall meet all criteria of the City's Stormwater Management Ordinance (Chapter 174) and all criteria of Rule 62-330 of the Florida Administrative Code. Compliance with these provisions will be reviewed and enforced during the administrative site plan review process.

**Solid Waste:** Solid waste collection is provided to the area by Republic Services Inc. Sufficient capacity exists within the Brevard County landfills to service the property.

## 6. INTERGOVERNMENTAL COORDINATION ELEMENT

**Public Schools:** The proposed FLU amendment requested will allow the site to be used for a 176 Townhome community and will have an impact on the public-school system. At this time, Turner Elementary School, Southwest Middle School, and Heritage High School are not projected to have enough capacity for the total of projected and potential students from this development. Because there is a shortfall of available capacity in the concurrency service areas of the development, the capacity of adjacent service areas must be considered.

## 7. TRANSPORTATION ELEMENT

The objectives of the Transportation Element are to provide a safe, balanced, efficient transportation system that maintains roadway LOS and adequately serves the needs of the community. All local street segments shall meet a LOS C, per the City's adopted Comprehensive Plan. The latest FDOT 2020 Quality and Level of Service Handbook, with the Generalized Annual Average Daily volume for urbanized areas, will be used for the analysis. Any deficient LOS segments shall require the project to pay their proportionate fair share cost to bring the roadway segment to LOS C, or better. Attached to this staff report is a preliminary traffic analysis conducted by the City Traffic Engineer.

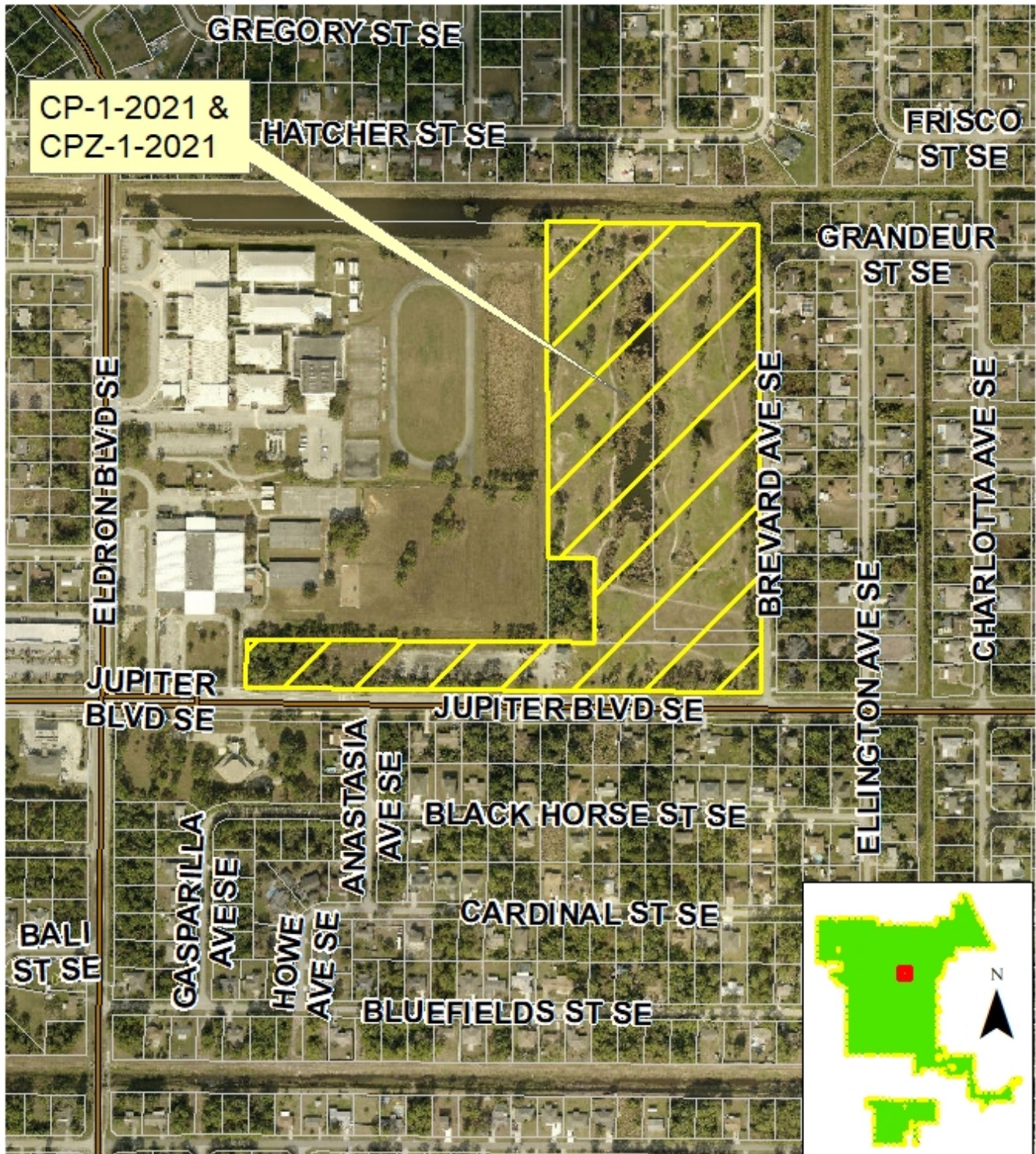
### **STAFF RECOMMENDATION:**

Case CP-1-2020 is recommended for approval based upon the following conditions:

1. At the time of any development plan submittal, the property owner shall submit a traffic impact analysis and Phase One and Two Environmental Study;
2. At the time of site development, a traffic impact analysis will be required, and extensive access management related to the School and Jupiter Boulevard;
3. A School Capacity Determination Letter shall be obtained from the Brevard County School Board; and
4. The maximum density shall be capped at 10 units per acre.



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



## AERIAL LOCATION MAP CASE CP-1-2021 & CPZ-1-2021

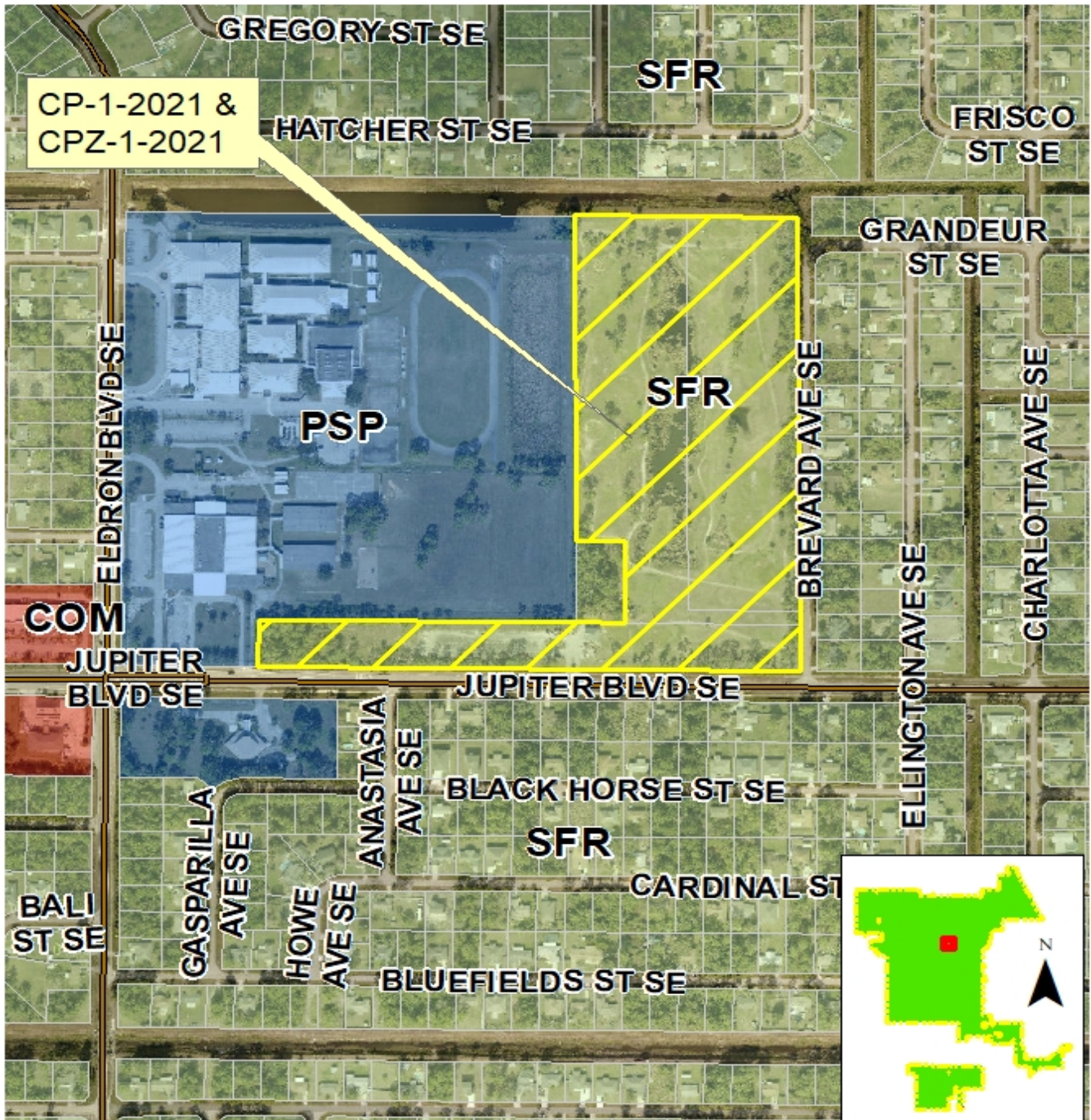
### Subject Property

Northwest corner of Jupiter Boulevard SE and Brevard Avenue SE





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



## FUTURE LAND USE MAP CASE CP-1-2021 & CPZ-1-2021

### Subject Property

Northwest corner of Jupiter Boulevard SE and Brevard Avenue SE

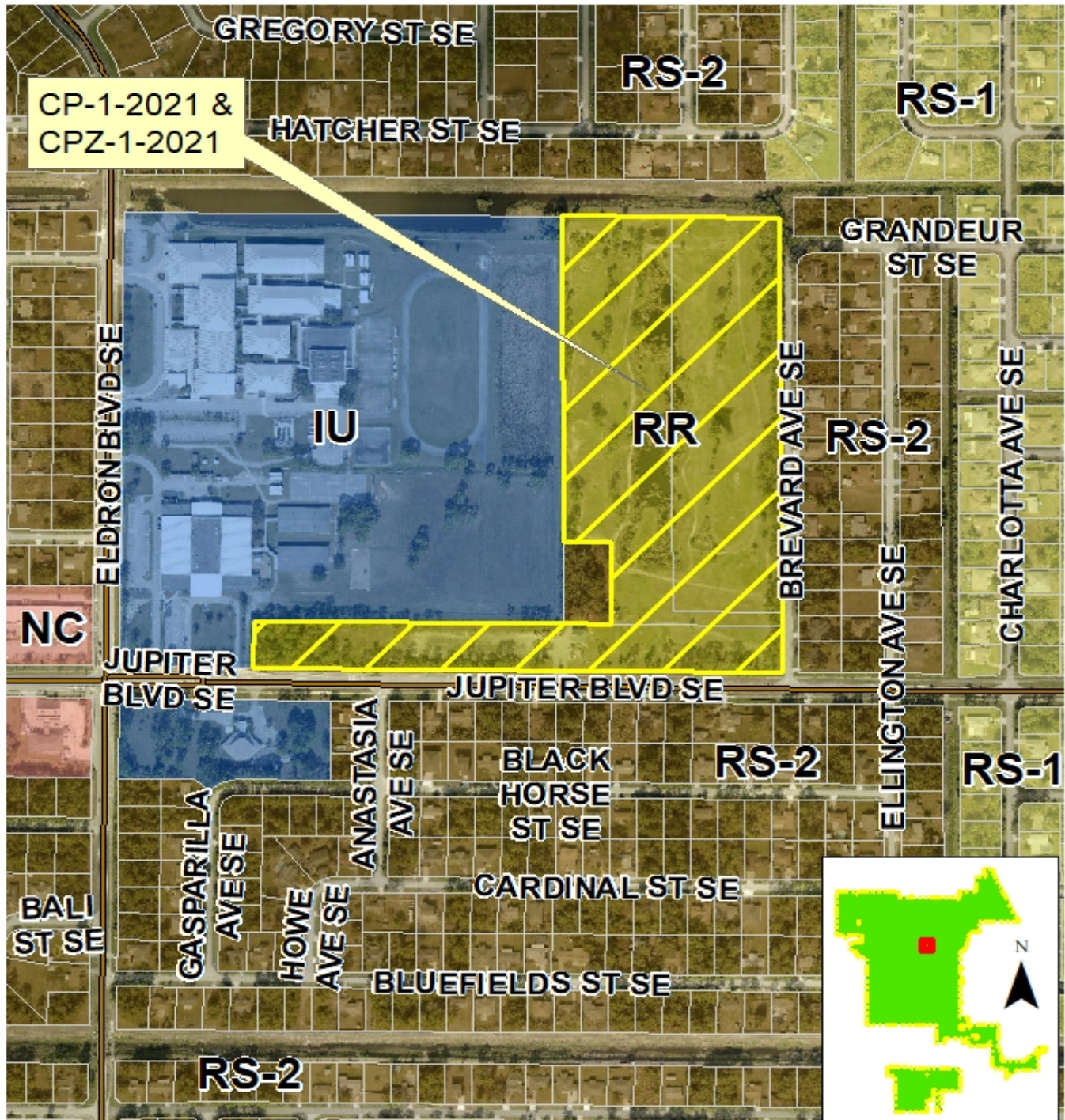
### Future Land Use Classification

SFR – Single Family Residential Use





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



## ZONING MAP

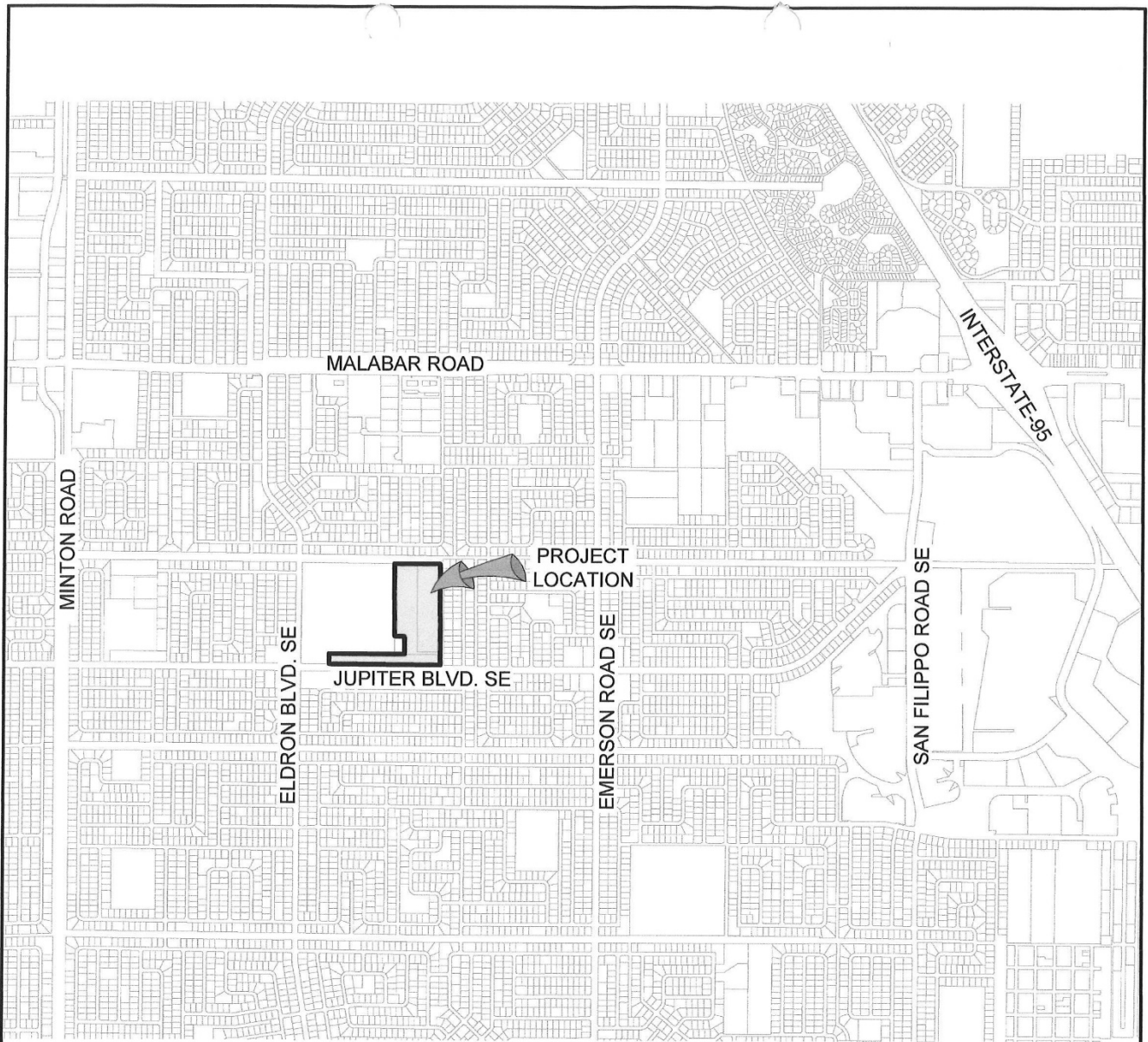
## CASE CP-1-2021 & CPZ-1-2021

### Subject Property

Northwest corner of Jupiter Boulevard SE and Brevard Avenue SE

### Current Zoning Classification

RR – Rural Residential District



SCALE 1" = 2000'

**MBV**  
ENGINEERING, INC.  
MOIA BOWLES VILLAMIZAR & ASSOCIATES

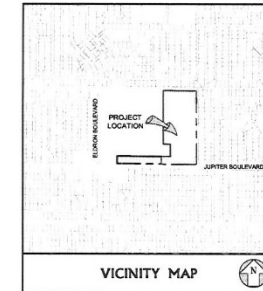
CIVIL • STRUCTURAL • SURVEYING • ENVIRONMENTAL

VICINITY MAP

JUPITER BAY

|          |          |
|----------|----------|
| JOB NO.  | 20-1013  |
| DESIGNED | DWB      |
| DRAWN    | DCM      |
| CHECKED  | DWB      |
| DATE     | 2/8/2021 |





**LEGEND**

 LAND USE: COMMERCIAL

 LAND USE: MULTIFAMILY RESIDENTIAL

#### SITE INFORMATION

**APPLICANT/OWNER**  
SACHS CAPITAL GROUP  
2132 DEEP WATER LANE  
SUITE 232, NAPERVILLE, IL 60563

**SITE ADDRESS**  
JUPITER BOULEVARD  
PALM BAY, FLORIDA

**CURRENT FUTURE LAND USE**  
SFR - SINGLE FAMILY RESIDENTIAL

**PROPOSED FUTURE LAND USE**  
MFR - MULTI-FAMILY RESIDENTIAL  
COM - COMMERCIAL

**TAX PARCEL ID. NUMBER(S)**  
29-37-06-06-K  
29-37-06-05-751  
29-37-06-05-752

#### LEGAL DESCRIPTION

PARCEL 1: THE WEST 1/2 OF LOT 15, SECTION 6, TOWNSHIP 29 SOUTH, RANGE 37 EAST, ACCORDING TO THE SUBDIVISION OF SAID SECTION BY THE FLORIDA INDIAN RIVER LAND COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 185, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LESS AND EXCEPT: BEING A PART OF THE WEST 1/2 OF LOT 15, SECTION 6, TOWNSHIP 29 SOUTH, RANGE 37 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 185, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER THEREOF, THENCE RUN IN AN EASTERLY DIRECTION ALONG THE SOUTHERN BOUNDARY OF SAID PROPERTY A DISTANCE OF 141 FEET; THENCE IN A NORTH 1/4 DIRECTION PARALLEL TO THE WEST BOUNDARY LINE OF SAID PROPERTY A DISTANCE OF 255 FEET; THENCE IN A NORTH 1/4 DIRECTION ALONG THE SOUTH BOUNDARY LINE OF SAID PROPERTY A DISTANCE OF 255 FEET TO THE POINT OF BEGINNING AND THE SOUTH 40 FEET OF THE EAST 1/2 OF LOT 16, SECTION 6, TOWNSHIP 28 SOUTH, RANGE 37 EAST. ACCORDING TO THE SUBDIVISION OF SAID SECTION BY THE FLORIDA INDIAN REVERE LAND COMPANY, AS PER PLAT RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, BREVARD COUNTY, FLORIDA IN PLAT BOOK 1, PAGE 185.

ALSO

TRACK 'K' OF PORT MALASAR UNIT TEN, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 10 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

THE EAST 1/2 OF LOT 16, IN SECTION 6, TOWNSHIP 28 SOUTH, RANGE 37 EAST, ACCORDING TO THE SUBDIVISION OF SAID SECTION BY THE FLORIDA INDIAN RIVER LAND COMPANY, AS PER PLAT RECORDED IN THE OFFICE OF THE CLERK OF THE COURT FOR BREVARD COUNTY IN PLAT BOOK 1, PAGE 166, LESS AND EXCEPT THE SOUTH 40 FEET AND, LESS AND EXCEPT MELBOURNE-TELLMAN DRAINAGE DISTRICT CANAL NO. 49

LESS THE WESTERLY 875.49 FEET OF TRACT 'K' AS DESCRIBED ABOVE.

**PINCEL 2:**  
THE WESTERLY 875.49 FEET OF TRACT 'K' OF PORT MALABAR UNIT TEN, A SUBDIVISION  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 10 OF THE

PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA



72 HOURS BEFORE ENDING  
CALL TOLL FREE

811

GRAPHIC SCALE

100 0 50 100

**Know what's below.**  
Call before you dig.

What would you like to do next?

---

[illegible]

PRELIMINARY SET

LEGAL DESCRIPTION:

PARCEL 1: (MULTI FAMILY)

THE WEST 1/2 OF LOT 16, SECTION 6, TOWNSHIP 29 SOUTH, RANGE 37 EAST, ACCORDING TO THE SUBDIVISION OF SAID SECTION BY THE FLORIDA INDIAN RIVER LAND COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 165, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LESS AND EXCEPT: BEING A PART OF THE WEST 1/2 OF LOT 16, SECTION 6, TOWNSHIP 29 SOUTH, RANGE 37 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 165, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER THEREOF, THENCE RUN IN AN EASTERLY DIRECTION ALONG THE SOUTHERN BOUNDARY OF SAID PROPERTY A DISTANCE OF 141 FEET; THENCE IN A NORTHERLY DIRECTION PARALLEL TO THE WEST BOUNDARY LINE OF SAID PROPERTY A DISTANCE OF 255 FEET; THENCE WESTERLY ON A PARALLEL TO THE SOUTH BOUNDARY LINE OF SAID PROPERTY A DISTANCE OF 255 FEET TO THE POINT OF BEGINNING AND THE SOUTH 40 FEET OF THE EAST 1/2 OF LOT 16, SECTION 6, TOWNSHIP 29 SOUTH, RANGE 37 EAST, ACCORDING TO THE SUBDIVISION OF SAID SECTION BY THE FLORIDA INDIAN RIVER LAND COMPANY, AS PER PLAT RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, BREVARD COUNTY, FLORIDA IN PLAT BOOK 1, PAGE 165.

ALSO

TRACK 'K' OF PORT MALABAR UNIT TEN, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 10 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

THE EAST 1/2 OF LOT 16, IN SECTION 6, TOWNSHIP 29 SOUTH, RANGE 37 EAST, ACCORDING TO THE SUBDIVISION OF SAID SECTION BY THE FLORIDA INDIAN RIVER LAND COMPANY, AS PER PLAT RECORDED IN THE OFFICE OF THE CLERK OF THE COURT FOR BREVARD COUNTY IN PLAT BOOK 1, PAGE 165, LESS AND EXCEPT THE SOUTH 40 FEET AND, LESS AND EXCEPT MELBOURNE-TILLMAN DRAINAGE DISTRICT CANAL NO. 49.

AND

LESS THE WESTERLY 876.49 FEET OF TRACT 'K' AS DESCRIBED ABOVE.

PARCEL 2: (COMMERCIAL)

THE WESTERLY 876.49 FEET OF TRACT 'K' OF PORT MALABAR UNIT TEN, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 10 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.





**LAND DEVELOPMENT DIVISION**  
120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042  
Landdevelopmentweb@palmbayflorida.org

**COMPREHENSIVE PLAN OR FUTURE LAND USE MAP 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.

**APPLICATION AMENDMENT TYPE:**

☐

**Small Scale** (Less than 10 acres)

☐

**Text Amendment** (Comp. Plan)

☒

**Large Scale** (10 acres or more)

**PARCEL ID** 29-37-06-00-750, 29-37-06-00-751, 29-37-06-GK-K

**TAX ACCOUNT NUMBER** 2926316, 2926317, 2925050

**LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THIS APPLICATION:**

See attached.

**SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage):** 23.86 acres

**LAND USE CLASSIFICATION AT PRESENT OR PLAN SECTION AFFECTED (ex.: Commercial, Single Family, Policy CIE-1.1B, etc.):**

Single Family Residential

**LAND USE CLASSIFICATION DESIRED OR PROPOSED TEXT CHANGE (attach additional sheets if necessary):**

Multi Family Residential and Commercial



**ORIGINAL**

Revision A: 03/2020

CITY OF PALM BAY, FLORIDA  
COMPREHENSIVE PLAN OR FUTURE LAND USE MAP AMENDMENT APPLICATION  
PAGE 2 OF 3

PRESENT USE OF PROPERTY vacant (abandoned golf course)

STRUCTURES LOCATED ON THE PROPERTY one small building

REZONING FILED IN CONJUNCTION WITH THIS APPLICATION

Rezoning to RM-10 for 20.91 acres MFR / Rezoning to NC for 2.95 acres Commercial

JUSTIFICATION FOR CHANGE (attach additional sheets containing supporting documents and evidence if necessary)

Current land use does not support the proposed development. In order to be constant with the proposed development, it is necessary to change the land use.

SPECIFIC USE INTENDED FOR PROPERTY

Multi Family - 176 lot Town Homes Attached (20.91 acres) Commercial - 3 lots (2.95 acres)

THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS APPLICATION:

- ☒ \*Application Fee. Make Check payable to "City of Palm Bay."
  - ☐ \$1,200.00 - Small Scale (Less than 10 acres)
  - ☒ \$2,000.00 - Large Scale (10 acres or more)
  - ☐ \$2,000.00 - Text Amendment (Comp. Plan)
- ☒ Boundary Survey for land use amendments.
- ☒ 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.)
- ☐ 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 guideline.



ORIGINAL

Revision A: 03/2020

CITY OF PALM BAY, FLORIDA  
COMPREHENSIVE PLAN OR FUTURE LAND USE MAP AMENDMENT APPLICATION  
PAGE 3 OF 3

- ☒ Where the property owner is not the representative for the request, a LETTER must be attached giving the notarized consent of the property owner(s) to a representative.

Name of Representative Bruce Moia, P.E., MBV Engineering, Inc.

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 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 COMPREHENSIVE PLAN OR FUTURE LAND USE MAP AMENDMENT APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Owner Signature  Date 2/8/2021

Printed Name Gregory Sachs, Sachs Capital Group LP - Manager

Full Address 2132 Deep Water Lane, Suite 232, Naperville IL, 60564

Telephone 312-543-4440 Email gsachs@sachscapitalgroup.com

**\*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY**

 **ORIGINAL**



February 8, 2021, 20 21

**Re: Letter of Authorization**

**As the property owner of the site legally described as:**

Port Malabar, Unit 10, Tract K, PB 15 Pg 10 also Lot 16 of FL Indian River Land Company  
Subdivision per Pb 1 Pg 165. Parcel ID's 29-37-06-00-750, 29-37-06-00-751, and  
29-37-06-GK-K.

I, Owner Name: Gregory Sachs - Sachs Capital Group, LB

Address: 2132 Deep Water Lane, Suite 232 Naperville, IL 60564

Telephone: 312-543-4440

Email: gsachs@achscapitalgroup.com

**hereby authorize:**

Representative: Bruce Moia and David Bassford, MBV Engineering Inc.

Address: 1250 W Eau Gallie Blvd, Unit H, Melbourne FL 32935

Telephone: 321-253-1510

Email: brucem@mbveng.com / davidb@mbveng.com

**to represent the request(s) for:**

Rezoning and Future Land Use Amendment

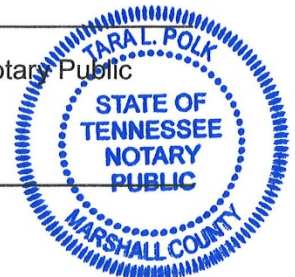
(Property Owner Signature)

STATE OF Tennessee

COUNTY OF Marshall

The foregoing instrument was acknowledged before me by means of ☒ physical  
presence or ☐ online notarization, this 8<sup>th</sup> day of February, 20 21 by  
Gregory Sachs, property owner.

☒ Personally Known or ☐ Produced the Following Type of Identification:



February 8, 2021

Re: Letter of Authorization

As the property owner of the site legally described as:

Port Malabar, Unit 10, Tract K, PB 15 Pg 10 also Lot 16 of FL Indian River Land Company  
Sub.per Pb 1 Pg 165. Parcel ID's 29-37-06-00-750, 29-37-06-00-751, 29-37-06-GK-K

I, Owner Name: Gerald M Lakin - Identical Investments LLC

Address: 2687 NW 84th Way, Cooper City, FL 33024

Telephone: 312-493-2020

Email: geraldakin@gmail.com

hereby authorize:

Representative: Bruce Moia and David Bassford - MBV Engineering Inc.

Address: 1250 W. Eau Gallie Blvd, Unit H, Melbourne, FL 32935

Telephone: 321-253-1510

Email: brucem@mbveng.com, davidb@mbveng.com

to represent the request(s) for:

Rezoning And Future Land Use

*Gerald Lakin*

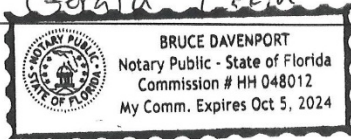
(Property Owner Signature)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8<sup>th</sup> day of February, 2021 by

Gerald Lakin, property owner.



*Bruce Davenport*, Notary Public

☐ Personally Known or ☒ Produced the Following Type of Identification:

Driver License

# **CASES CP-1-2021 & CPZ-1-2021**

## **CORRESPONDENCE**

OHIO  
UNIVERSITY  
LTC Raymond J. Asik, USAF Ret  
4112 Ford Lane  
Vermilion, OH 44089

CLEVELAND OH 440

16 FEB 2021 PM 3 L



PLANNING & ZONING BOARD, City Council  
c/o LAND DEVELOPMENT DIVISION  
CITY OF PALM BAY  
120 MALABAR ROAD SE  
PALM BAY, FL 32907

32907-309999

32907-309999



**Raymond J. Asik  
4112 Ford Lane  
Vermilion, OH 44089**

**Feb 16, 2021  
PH: 440-967-77613**

**Subject: Palm Bay Planning and Zoning Board  
Cases: CP-1-2021 and PD-1-2021**

**I am a property owner greatly impacted by the proposed Preliminary Development plan to allow rezoning of Tax Parcels 750 and 751.**

**The address for my property is  
473 Ellington Ave SE Palm Bay, 32909  
Property ID: 29 3705-GK-397-12**

**I am totally against the Cases CP-1-2021 and CPZ-1-2021 to rezone Tax Parcels 750 and 751 for multiple family residential use and commercial use. Allowing single family residential use is fine with me.**

**In the Feb 2021 Sunbelt Landowners Association listed are 14 under construction projects for SINGLE FAMILY Residential Units and 6 under review projects also for SINGLE FAMILY Residential units. None for multiple Family Residential uses. So does Palm Bay appear to want to destroy the original goal of General Development for single family residential use?**

**The impact of multiple units (still not defined to me how many units, how high, how large square feet, number of parking spaces, number and location of entry and exit points to the streets, unnecessary extra lighting in a residential area, runoff of rain water into sewers and above all safety. More housing will impact the safety of the local school students. Not sure what type of commercial use and number and size of units will be allowed?**

**To me the Palm Bay Planning, Zoning and City Council have more responsibility to all property owners than allowing this proposal to move forward. Single Family Residential use is what Tax Parcels 750 and 751 is and should continue to be allowed. I hope Palm Bay planners and City will realize approving these cases is a big negative on the local community.**

**As I stated I AM TOTALLY against this preliminary proposal. I cannot attend the meetings but hope my one voice will be heard. I can be contacted at the above address / phone or at my email; [asik@roadrunner.com](mailto:asik@roadrunner.com)**

**Thank You,  
Ray Asik**



**PLEASE KEEP ME INFORMED OF THESE CASES.**

**CITY OF PALM BAY, FLORIDA**  
**PLANNING AND ZONING BOARD/**  
**LOCAL PLANNING AGENCY**  
**REGULAR MEETING 2021-04**

Held on Wednesday, March 3, 2021, in the City Hall Council Chambers, 120 Malabar Road SE, 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.

Mr. Richard Hill led the Pledge of Allegiance to the Flag.

**ROLL CALL:**

|                           |                          |         |
|---------------------------|--------------------------|---------|
| <b>CHAIRPERSON:</b>       | Philip Weinberg          | Present |
| <b>VICE CHAIRPERSON:</b>  | Leeta Jordan             | Present |
| <b>MEMBER:</b>            | Donald Boerema           | Present |
| <b>MEMBER:</b>            | James Boothroyd          | Present |
| <b>MEMBER:</b>            | Richard Hill             | Present |
| <b>MEMBER:</b>            | Khalilah Maragh          | Present |
| <b>MEMBER:</b>            | Rainer Warner            | Present |
| <b>NON-VOTING MEMBER:</b> | David Karaffa            | Absent  |
|                           | (School Board Appointee) |         |

**CITY STAFF:** Present were Mr. Patrick Murphy, Assistant Growth Management Director; Mr. Christopher Balter, Senior Planner; Mr. Grayson Taylor, Planner; Ms. Chandra Powell, Recording Secretary; Ms. Jennifer Cockcroft, Deputy City Attorney.

**ADOPTION OF MINUTES:**

1. Regular Planning and Zoning Board/Local Planning Agency Meeting 2021-03; February 3, 2021.

Motion to approve the minutes as presented.

Motion by Mr. Boerema, seconded by Ms. Maragh. The motion carried with members voting as follows:

**Ayes:** Mr. Weinberg, Ms. Jordan, Mr. Boerema, Mr. Boothroyd, Mr. Hill, Ms. Maragh, Mr. Warner.

#### **ANNOUNCEMENTS:**

1. Mr. Weinberg addressed the audience on the meeting procedures and explained that the Planning and Zoning Board/Local Planning Agency consists of volunteers who act as an advisory board to City Council.

#### **OLD/UNFINISHED BUSINESS:**

2. **\*\*CU-5-2021 – FAR Research, Inc. (AVID Group, LLC and Akerman, LLP, Reps.) (WITHDRAWN) - A conditional use to allow proposed storage of liquified petroleum products; chemicals and similar products in an HI, Heavy Industrial District. Tax Parcel 14, Section 14, Township 28, Range 37, Brevard County, Florida, containing .46 acres, more or less. (Located south of and adjacent to Rowena Drive NE, in the vicinity north of Robert J. Conlan Boulevard NE, and east of the Florida East Coast Railway)**

Mr. Weinberg announced that Case CU-5-2021 had been withdrawn by the applicant. No board action was required to withdraw the case.

3. **CP-1-2021 - Jupiter Bay - Sachs Capital Group, LP (Bruce Moia, P.E. and David Bassford, P.E., Reps.) - A large-scale Comprehensive Plan Future Land Use Map amendment from Single Family Residential Use to Multiple-Family Residential Use and Commercial Use. Tax Parcels 750 and 751, along with Tract K of Port Malabar Unit 10, Section 6, Township 29, Range 37, Brevard County, Florida, containing 23.862 acres, more or less. (Located at the northwest corner of Jupiter Boulevard SE and Brevard Avenue SE)**

Mr. Balter presented the staff report for Case CP-1-2021. Staff recommended Case CP-1-2021 for approval, based on the conditions within the staff report.

Mr. Bassford, P.E. with MBV Engineering, Inc. (representative for the applicant) stated that staff had done a great job in presenting the request.

The floor was opened for public comments.

Ms. Robin Fox (resident at Jupiter Boulevard SE) spoke against the request. She was concerned that the applicant had changed their initial tiny home proposal to townhomes since the requested multiple-family designation also allowed for apartments that would not be conducive to the neighborhood. More traffic with Jupiter Boulevard as the sole access could not be sustained by the area, and sub-leased townhomes with a backyard view into the adjacent school playground was an additional concern. Current residents of the neighborhood would have the undesirable view of townhome parking lots, which would lower property values. She commented on the overcrowded schools; how single-family homes should be developed in the single-family area; and how there was currently retail vacancies within proximity.

In response to the public comments, Mr. Bassford assured the board that impacts to the school and to the neighborhood would be shouldered by the development as indicated in the staff report. He confirmed that townhomes were proposed for the site.

Ms. Maragh asked if a Citizen Participation Plan (CPP) meeting had been held. Mr. Bassford stated that a CPP meeting was not required.

The floor was closed for public comments and there was one correspondence item against the request in the file.

Mr. Warner questioned the best use of the property in relation to Comprehensive Plan FLU-3. He asked about the type of commercial retail planned for the site to better understand its impact on the community since there was existing unoccupied retail space within the vicinity. Mr. Bassford stated that the type of retail was unknown at present; however, the residential portion of the site would be developed prior to the commercial area.

Mr. Warner inquired whether the applicant could agree to a condition to restrict the site to townhomes. Mr. Bassford stated that the matter would have to be discussed with the applicant.

Mr. Weinberg noted that the companion zoning request would restrict the site to 10 units per acre, and that the applicant would still have to respond to any traffic study, environmental studies, and school concurrency issues. Townhomes were lacking in Palm Bay but were a reasonable, affordable, and diverse alternative to single-family homes.

Motion to approve Case CP-1-2021 as presented, based on the conditions within the staff report.

Motion by Mr. Hill, seconded by Ms. Jordan.

Ms. Maragh concurred that diversity in housing was needed in the City, and that the market would dictate the development of the commercial section.

The motion carried with members voting as follows:

**Ayes:** Mr. Weinberg, Ms. Jordan, Mr. Boerema, Mr. Boothroyd, Mr. Hill, Ms. Maragh, Mr. Warner.

## **NEW BUSINESS:**

1. **\*\*CPZ-1-2021 - Jupiter Bay - Sachs Capital Group, LP (Bruce Moia, P.E. and David Bassford, P.E., Reps.) - A zoning amendment from an RR, Rural Residential District to an RM-10, Single-, Two-, Multiple-Family Residential District and an NC, Neighborhood Commercial District. Tax Parcels 750 and 751, along with Tract K of Port Malabar Unit 10, Section 6, Township 29, Range 37, Brevard County, Florida, containing 23.862 acres, more or less. (Located at the northwest corner of Jupiter Boulevard SE and Brevard Avenue SE)**

Mr. Balter presented the staff report for Case CPZ-1-2021. Staff recommended Case CPZ-1-2021 for approval, based on the analysis contained within the staff report.

## **ORDINANCE 2021-22**

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 183, COMPREHENSIVE PLAN REGULATIONS, SECTION 183.01, COMPREHENSIVE PLAN, SUBSECTION (D), ADOPTION OF FUTURE LAND USE MAP, BY AMENDING FUTURE LAND USE MAP; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Bay has designated the Planning and Zoning Board as its Local Planning Agency and said Local Planning Agency held a public hearing on an amendment to the Comprehensive Plan on March 3, 2021, after public notice, and

**WHEREAS**, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held a public hearing on an amendment to the Comprehensive Plan on April 1, 2021, after public notice, and

**WHEREAS**, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, submitted the amendment to the Florida Department of Economic Opportunity for review and comment, and

**WHEREAS**, the Florida Department of Economic Opportunity submitted a Comment Report regarding this amendment, and

**WHEREAS**, the City Council of the City of Palm Bay has considered the Comments provided and has addressed all items, and

**WHEREAS**, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held an adoption public hearing on the amendment to the Comprehensive Plan on **(DATE OF HEARING)**, after public notice, and

**WHEREAS**, the City Council of the City of Palm Bay desires to adopt said amendment to the Comprehensive Plan of the City of Palm Bay.

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

**SECTION 1.** The Comprehensive Plan of the City of Palm Bay, Brevard County, Florida, is hereby amended to provide for the change in land use of property from Single Family Residential Use to Multiple Family Residential Use and Commercial Use, which property is legally described herein as Exhibit 'A'.

**SECTION 2.** The Future Land Use Map is hereby changed to reflect this amendment.

**SECTION 3.** All staff report conditions and limitations shall be met and those conditions and limitations shall be made a part of the Comprehensive Plan. Specifically:

- 1) At the time of any development plan submittal, the property owner shall submit a Phase One and Two Environmental Study;
- 2) At the time of site development, a traffic impact analysis will be required, and extensive access management related to the school and Jupiter Boulevard;
- 3) A School Capacity Determination Letter shall be obtained from the Brevard County School Board; and
- 4) The maximum density shall be capped at ten (10) units per acre.

**SECTION 4.** All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.



**SECTION 5.** This ordinance shall become effective 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance pursuant to Section 163.3184(3)(c)4, Florida Statutes. The Department only issues a final order for Expedited State Review amendments if they are challenged by an affected party.

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:

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Terese M. Jones, CITY CLERK

Reviewed by CAO: \_\_\_\_\_

Applicant: Sachs Capital Group, LP  
Case: CP-1-2021

cc: (date) Brevard County Property Appraiser  
Applicant  
Case File

LEGAL DESCRIPTION:

PARCEL 1: (MULTI FAMILY)

THE WEST 1/2 OF LOT 16, SECTION 6, TOWNSHIP 29 SOUTH, RANGE 37 EAST, ACCORDING TO THE SUBDIVISION OF SAID SECTION BY THE FLORIDA INDIAN RIVER LAND COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 165, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LESS AND EXCEPT: BEING A PART OF THE WEST 1/2 OF LOT 16, SECTION 6, TOWNSHIP 29 SOUTH, RANGE 37 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 165, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER THEREOF, THENCE RUN IN AN EASTERLY DIRECTION ALONG THE SOUTHERN BOUNDARY OF SAID PROPERTY A DISTANCE OF 141 FEET; THENCE IN A NORTHERLY DIRECTION PARALLEL TO THE WEST BOUNDARY LINE OF SAID PROPERTY A DISTANCE OF 255 FEET; THENCE WESTERLY ON A PARALLEL TO THE SOUTH BOUNDARY LINE OF SAID PROPERTY A DISTANCE OF 255 FEET TO THE POINT OF BEGINNING AND THE SOUTH 40 FEET OF THE EAST 1/2 OF LOT 16, SECTION 6, TOWNSHIP 29 SOUTH, RANGE 37 EAST, ACCORDING TO THE SUBDIVISION OF SAID SECTION BY THE FLORIDA INDIAN RIVER LAND COMPANY, AS PER PLAT RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, BREVARD COUNTY, FLORIDA IN PLAT BOOK 1, PAGE 165.

ALSO

TRACK 'K' OF PORT MALABAR UNIT TEN, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 10 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

THE EAST 1/2 OF LOT 16, IN SECTION 6, TOWNSHIP 29 SOUTH, RANGE 37 EAST, ACCORDING TO THE SUBDIVISION OF SAID SECTION BY THE FLORIDA INDIAN RIVER LAND COMPANY, AS PER PLAT RECORDED IN THE OFFICE OF THE CLERK OF THE COURT FOR BREVARD COUNTY IN PLAT BOOK 1, PAGE 165, LESS AND EXCEPT THE SOUTH 40 FEET AND, LESS AND EXCEPT MELBOURNE-TILLMAN DRAINAGE DISTRICT CANAL NO. 49.

AND

LESS THE WESTERLY 876.49 FEET OF TRACT 'K' AS DESCRIBED ABOVE.

PARCEL 2: (COMMERCIAL)

THE WESTERLY 876.49 FEET OF TRACT 'K' OF PORT MALABAR UNIT TEN, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 10 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



## LEGISLATIVE MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Suzanne Sherman, City Manager

**THRU:** Laurence Bradley, AICP, Growth Management Director

**DATE:** 4/1/2021

**RE:** Ordinance 2021-23, rezoning property located at the northwest corner of Jupiter Boulevard and Brevard Avenue, from RR (Rural Residential District) to RM-10 (Single-, Two-, Multiple-Family Residential District) and NC (Neighborhood Commercial District) (23.862 acres) (Case CPZ-1-2021, Sachs Capital Group, LP), first reading (Quasi-Judicial Proceeding).

Sachs Capital Group, LP (Bruce Moia, P.E. and David Bassford, P.E., Reps.) has submitted for a rezoning from an RR, Rural Residential District to an RM-10, Single-, Two-, Multiple-Family Residential District and an NC, Neighborhood Commercial District. The 23.862-acre parcel was originally constructed in 1996 as the Jo Daddy's Golf Course. The applicant is requesting to change 2.95 acres to Commercial Use and 20.91 acres to Multiple-Family Use for a townhome community.

The proposed 176-lot, two-story townhome community will include garages for each unit, and the three commercial parcels will provide conveniences to the surrounding neighborhood. The requested NC and RM-10 zoning designations are compatible with the surrounding area and consistent with the purposes of the Comprehensive Plan.

### **REQUESTING DEPARTMENT:**

Growth Management

### **RECOMMENDATION:**

Motion to approve Case CPZ-1-2021, based on the analysis contained in the staff report.

### **Planning and Zoning Board Recommendation:**

Unanimous approval of the request, based on the analysis contained in the staff report.

**ATTACHMENTS:****Description**

Case CPZ-1-2021

Board Minutes

Ordinance 2021-23

Ordinance 2021-23 - Exhibit A



# STAFF REPORT

## LAND DEVELOPMENT DIVISION

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

[landdevelopmentweb@palmbayflorida.org](mailto:landdevelopmentweb@palmbayflorida.org)

### Prepared by

Christopher Balter, Senior Planner

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#### CASE NUMBER

CPZ-1-2021

#### PLANNING & ZONING BOARD HEARING DATE

March 3, 2021

---

#### PROPERTY OWNER & APPLICANT

Sachs Capital Group, LP  
(Bruce Moia, P.E. Representative)

#### PROPERTY LOCATION/ADDRESS

Tax Parcels 750 and 751, along with Tract K of Port Malabar Unit 10, Section 6, Township 29, Range 37, Brevard County, Florida

---

#### SUMMARY OF REQUEST

The applicant is requesting a rezoning of the subject parcels from RR, Rural Residential to RM-10, Single-, Two-, Multiple-Family Residential District and NC, Neighborhood Commercial District.

##### Existing Zoning

RR, Rural Residential

##### Existing Land Use

Single Family Residential Use

##### Site Improvements

Abandoned Golf Course

##### Site Acreage

23.862 acres, more or less

---

#### SURROUNDING ZONING & USE OF LAND

##### North

RS-2, Single-Family Residential and IU, Institutional Use; Turner Elementary School; Melbourne Tillman Canal No. 49

##### East

RS-2, Single-Family Residential; Single Family Homes

##### South

Jupiter Boulevard SE

##### West

IU, Institutional Use; Turner Elementary School and South West Middle School

---

#### COMPREHENSIVE PLAN COMPATIBILITY

The future land use designations surrounding the subject parcels are Single Family Residential Use and Public Semi-Public Use. A companion application proposing a land-use amendment of the subject parcels from SFR, Single Family Residential Use to MFR, Multiple Family Residential Use and COM, Commercial Use was also submitted. (CP-1-2021).

---

**BACKGROUND:**

The property is located at the northwest corner of Jupiter Boulevard SE and Brevard Avenue SE. The property was originally constructed as a golf course in 1996. The applicant is requesting to change 2.95 acres to the NC, Neighborhood Commercial District and 20.91 acres to the RM-10, Single-, Two-, Multiple-Family Residential District.

**ANALYSIS:**

The following analysis is per Chapter 185: Zoning Code, Section 185.201(C), which states that all proposed amendments shall be submitted to the Planning and Zoning Board, which shall study such proposals in accordance with items 1 through 4 of Section 185.201(C).

**Item 1 - *The need and justification for the change.***

The applicant failed to provide a justification for this change. The applicant states the intended use of the property is 176 lot two story attached townhomes with garages for each unit and 3 commercial parcels.

**Item 2 - *When pertaining to the rezoning of land, the effect of the change, if any, on the particular property and on surrounding properties.***

The designations of the NC, Neighborhood Commercial District and the RM-10, Single-, Two-, Multiple-Family Residential District for the subject parcels would be compatible with the surrounding area and is consistent with the City's desire and plan.

**Item 3 - *When pertaining to the rezoning of land, the amount of undeveloped land in the general area and in the City having the same classification as that requested.***

Approximately 11.33 acres of vacant Multiple Family zoned land is within 1.83 miles of the subject parcel. There is no vacant Commercial zoned land on Jupiter Boulevard SE.

**Item 4 - *The relationship of the proposed amendment to the purpose of the city plan for development, with appropriate consideration as to whether the proposed change will further the purposes of this chapter and the Comprehensive Plan (Plan).***

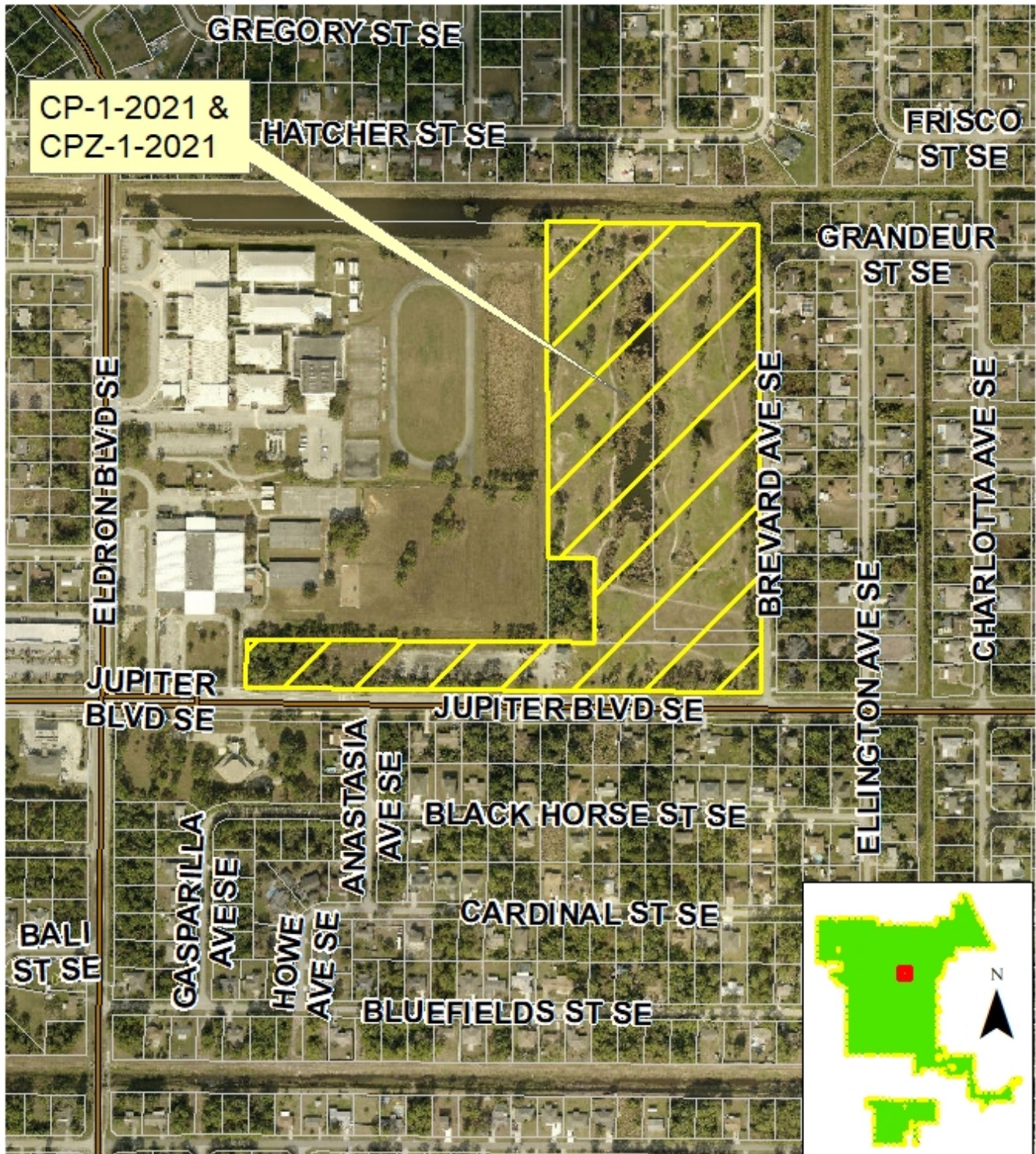
The proposed amendment will further the purposes of Chapter 185, the Comprehensive Plan. The provisions of the RM-10 district are intended to apply to an area of medium density residential development. The purpose of the NC district is to provide for limited commercial activities offering convenience and goods to residents of the surrounding neighborhood area.

**STAFF RECOMMENDATION:**

Case CPZ-1-2021 is recommended for approval based on the analysis 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 CP-1-2021 & CPZ-1-2021

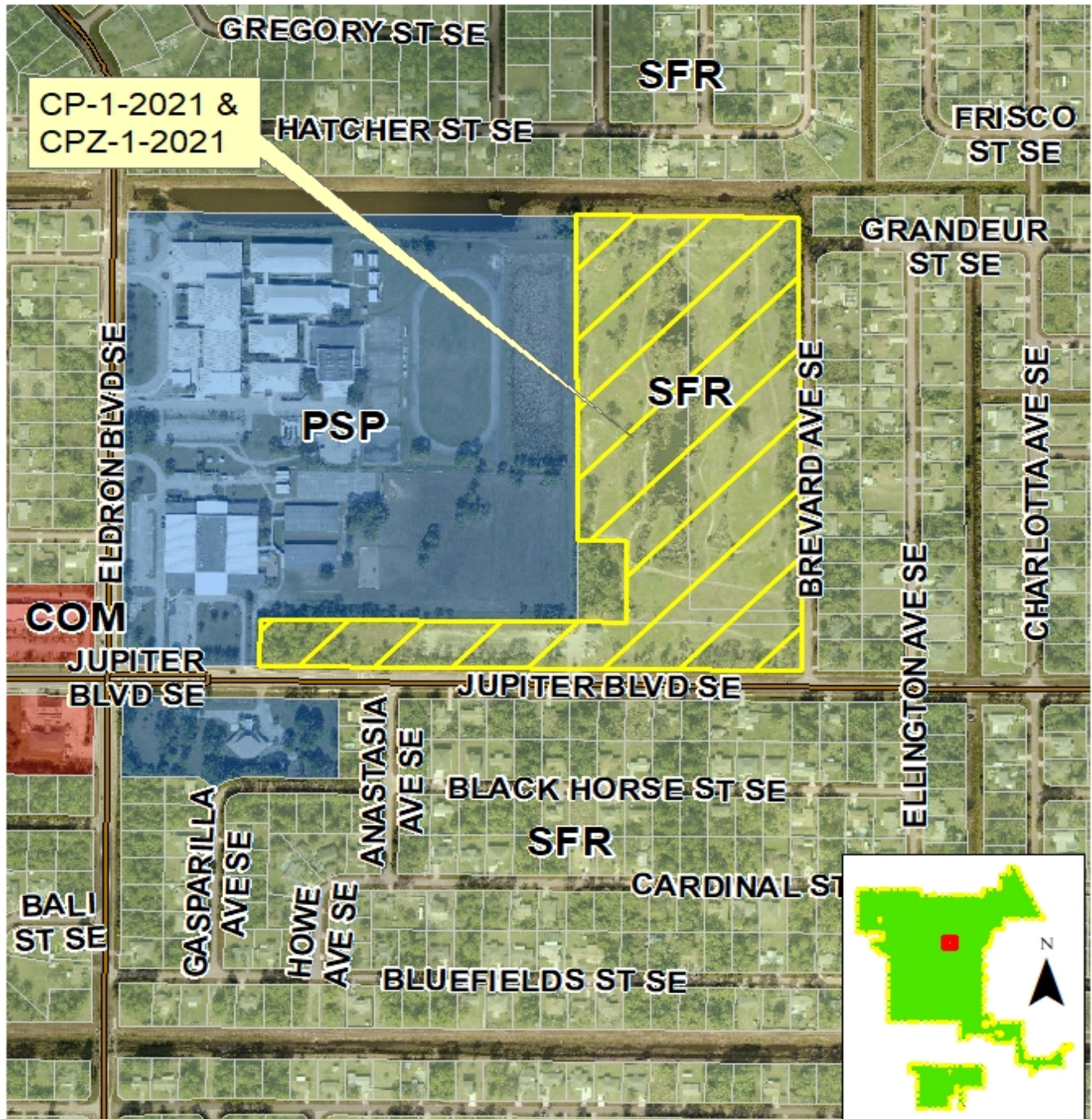
### Subject Property

Northwest corner of Jupiter Boulevard SE and Brevard Avenue SE





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



## FUTURE LAND USE MAP CASE CP-1-2021 & CPZ-1-2021

### Subject Property

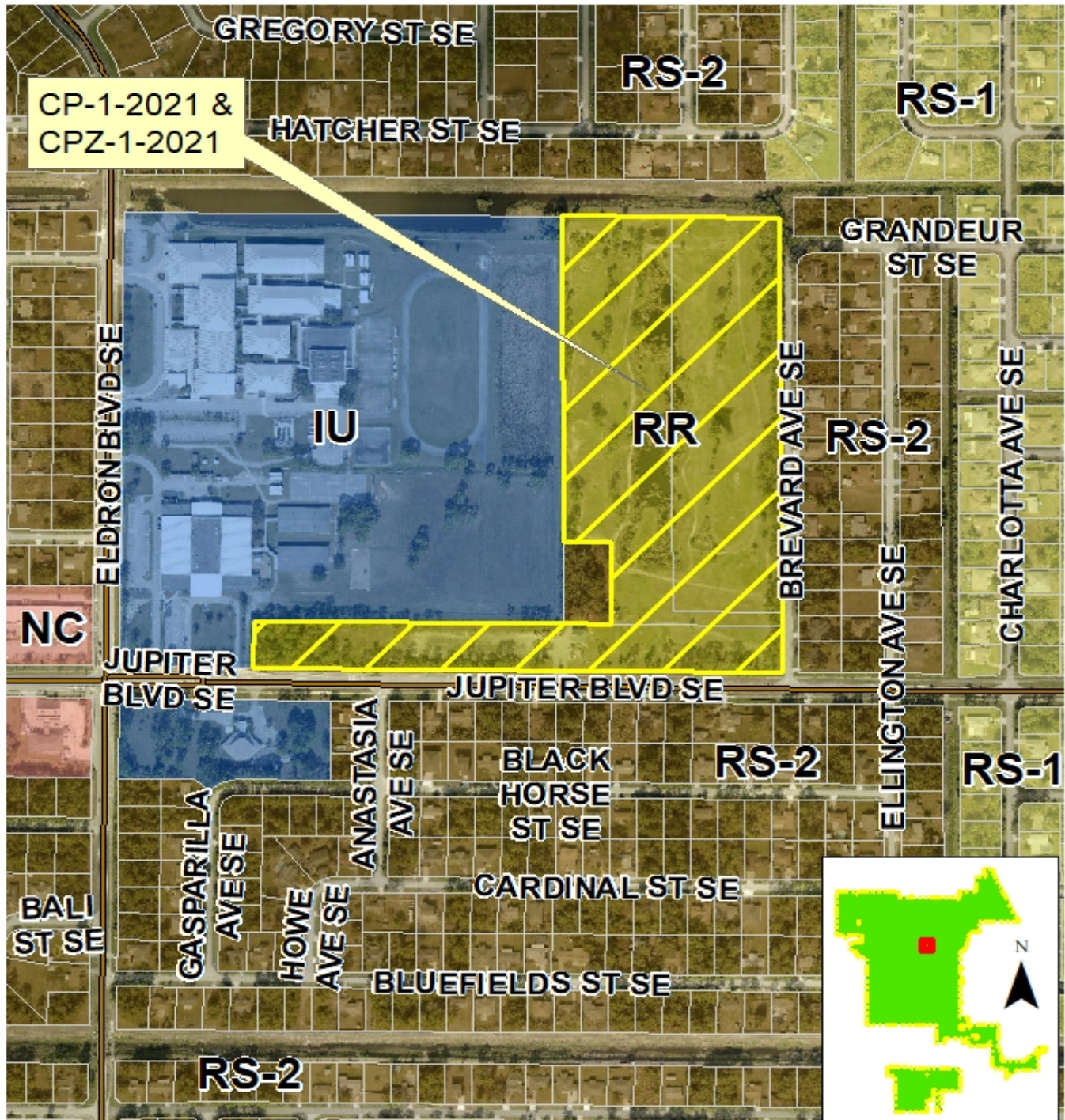
Northwest corner of Jupiter Boulevard SE and Brevard Avenue SE

### Future Land Use Classification

SFR – Single Family Residential Use



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



## ZONING MAP

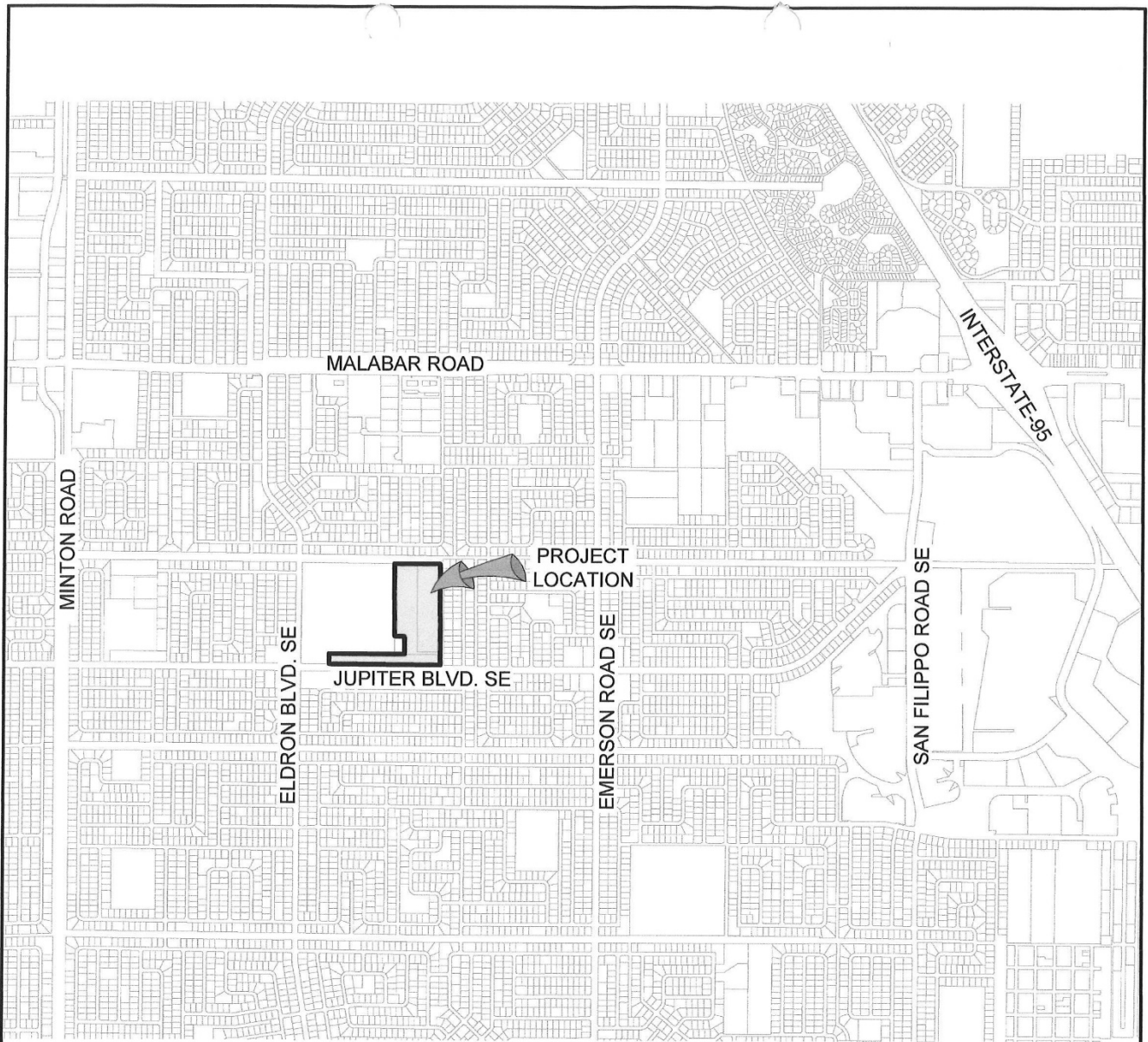
## CASE CP-1-2021 & CPZ-1-2021

### Subject Property

Northwest corner of Jupiter Boulevard SE and Brevard Avenue SE

### Current Zoning Classification

RR – Rural Residential District



SCALE 1" = 2000'

**MBV**  
ENGINEERING, INC.  
MOIA BOWLES VILLAMIZAR & ASSOCIATES

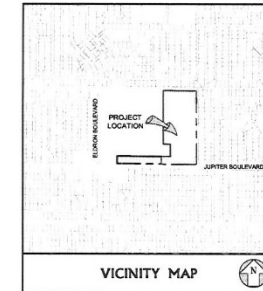
CIVIL • STRUCTURAL • SURVEYING • ENVIRONMENTAL

VICINITY MAP

JUPITER BAY

|          |          |
|----------|----------|
| JOB NO.  | 20-1013  |
| DESIGNED | DWB      |
| DRAWN    | DCM      |
| CHECKED  | DWB      |
| DATE     | 2/8/2021 |





**LEGEND**

 LAND USE: COMMERCIAL

 LAND USE: MULTIFAMILY RESIDENTIAL

#### SITE INFORMATION

**APPLICANT/OWNER**  
SACHS CAPITAL GROUP  
2132 DEEP WATER LANE  
SUITE 232, NAPERVILLE, IL 60563

**SITE ADDRESS**  
JUPITER BOULEVARD  
PALM BAY, FLORIDA

**CURRENT FUTURE LAND USE**  
SFR - SINGLE FAMILY RESIDENTIAL

**PROPOSED FUTURE LAND USE**  
MFR - MULTI-FAMILY RESIDENTIAL  
COM - COMMERCIAL

**TAX PARCEL ID. NUMBER(S)**  
29-37-06-06-K  
29-37-06-05-751  
29-37-06-05-752

#### LEGAL DESCRIPTION

PARCEL 1: THE WEST 1/2 OF LOT 15, SECTION 6, TOWNSHIP 29 SOUTH, RANGE 37 EAST, ACCORDING TO THE SUBDIVISION OF SAID SECTION BY THE FLORIDA INDIAN RIVER LAND COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 185, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LESS AND EXCEPT: BEING A PART OF THE WEST 1/2 OF LOT 15, SECTION 6, TOWNSHIP 29 SOUTH, RANGE 37 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 185, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER THEREOF, THENCE RUN IN AN EASTERLY DIRECTION ALONG THE SOUTHERN BOUNDARY OF SAID PROPERTY A DISTANCE OF 141 FEET; THENCE IN A NORTH 1/4 DIRECTION PARALLEL TO THE WEST BOUNDARY LINE OF SAID PROPERTY A DISTANCE OF 255 FEET; THENCE IN A NORTH 1/4 DIRECTION ALONG THE SOUTH BOUNDARY LINE OF SAID PROPERTY A DISTANCE OF 255 FEET TO THE POINT OF BEGINNING AND THE SOUTH 40 FEET OF THE EAST 1/2 OF LOT 16, SECTION 6, TOWNSHIP 28 SOUTH, RANGE 37 EAST. ACCORDING TO THE SUBDIVISION OF SAID SECTION BY THE FLORIDA INDIAN REVERE LAND COMPANY, AS PER PLAT RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, BREVARD COUNTY, FLORIDA IN PLAT BOOK 1, PAGE 185.

ALSO

TRACK 'K' OF PORT MALASAR UNIT TEN, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 10 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

THE EAST 1/2 OF LOT 16, IN SECTION 6, TOWNSHIP 28 SOUTH, RANGE 37 EAST, ACCORDING TO THE SUBDIVISION OF SAID SECTION BY THE FLORIDA INDIAN RIVER LAND COMPANY, AS PER PLAT RECORDED IN THE OFFICE OF THE CLERK OF THE COURT FOR BREVARD COUNTY IN PLAT BOOK 1, PAGE 166, LESS AND EXCEPT THE SOUTH 40 FEET AND, LESS AND EXCEPT MELBOURNE-TELLMAN DRAINAGE DISTRICT CANAL NO. 49

LESS THE WESTERLY 875.49 FEET OF TRACT 'K' AS DESCRIBED ABOVE.

**PINCEL 2:**  
THE WESTERLY 875.49 FEET OF TRACT 'K' OF PORT MALABAR UNIT TEN, A SUBDIVISION  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 10 OF THE

PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA



72 HOURS BEFORE DIGGING  
CALL TOLL FREE  
**811**

GRAPHIC SCALE  
100 0 50 100

Know what's below.  
Call before you dig.

---

[illegible]

PRELIMINARY SET

LEGAL DESCRIPTION:

PARCEL 1: (MULTI FAMILY)

THE WEST 1/2 OF LOT 16, SECTION 6, TOWNSHIP 29 SOUTH, RANGE 37 EAST, ACCORDING TO THE SUBDIVISION OF SAID SECTION BY THE FLORIDA INDIAN RIVER LAND COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 165, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LESS AND EXCEPT: BEING A PART OF THE WEST 1/2 OF LOT 16, SECTION 6, TOWNSHIP 29 SOUTH, RANGE 37 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 165, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER THEREOF, THENCE RUN IN AN EASTERLY DIRECTION ALONG THE SOUTHERN BOUNDARY OF SAID PROPERTY A DISTANCE OF 141 FEET; THENCE IN A NORTHERLY DIRECTION PARALLEL TO THE WEST BOUNDARY LINE OF SAID PROPERTY A DISTANCE OF 255 FEET; THENCE WESTERLY ON A PARALLEL TO THE SOUTH BOUNDARY LINE OF SAID PROPERTY A DISTANCE OF 255 FEET TO THE POINT OF BEGINNING AND THE SOUTH 40 FEET OF THE EAST 1/2 OF LOT 16, SECTION 6, TOWNSHIP 29 SOUTH, RANGE 37 EAST, ACCORDING TO THE SUBDIVISION OF SAID SECTION BY THE FLORIDA INDIAN RIVER LAND COMPANY, AS PER PLAT RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, BREVARD COUNTY, FLORIDA IN PLAT BOOK 1, PAGE 165.

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AND

LESS THE WESTERLY 876.49 FEET OF TRACT 'K' AS DESCRIBED ABOVE.

PARCEL 2: (COMMERCIAL)

THE WESTERLY 876.49 FEET OF TRACT 'K' OF PORT MALABAR UNIT TEN, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 10 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



**LAND DEVELOPMENT DIVISION**

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

Landdevelopmentweb@palmbayflorida.org

**COMPREHENSIVE PLAN OR FUTURE LAND USE MAP 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.

**APPLICATION AMENDMENT TYPE:**

☐

**Small Scale** (Less than 10 acres)

☐

**Text Amendment** (Comp. Plan)

☒

**Large Scale** (10 acres or more)

**PARCEL ID** 29-37-06-00-750, 29-37-06-00-751, 29-37-06-GK-K

**TAX ACCOUNT NUMBER** 2926316, 2926317, 2925050

**LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THIS APPLICATION:**

See attached.

**SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage):** 23.86 acres

**LAND USE CLASSIFICATION AT PRESENT OR PLAN SECTION AFFECTED (ex.: Commercial, Single Family, Policy CIE-1.1B, etc.):**

Single Family Residential

**LAND USE CLASSIFICATION DESIRED OR PROPOSED TEXT CHANGE (attach additional sheets if necessary):**

Multi Family Residential and Commercial



**ORIGINAL**

Revision A: 03/2020



CITY OF PALM BAY, FLORIDA  
COMPREHENSIVE PLAN OR FUTURE LAND USE MAP AMENDMENT APPLICATION  
PAGE 2 OF 3

PRESENT USE OF PROPERTY vacant (abandoned golf course)

STRUCTURES LOCATED ON THE PROPERTY one small building

REZONING FILED IN CONJUNCTION WITH THIS APPLICATION

Rezoning to RM-10 for 20.91 acres MFR / Rezoning to NC for 2.95 acres Commercial

JUSTIFICATION FOR CHANGE (attach additional sheets containing supporting documents and evidence if necessary)

Current land use does not support the proposed development. In order to be constant with the proposed development, it is necessary to change the land use.

SPECIFIC USE INTENDED FOR PROPERTY

Multi Family - 176 lot Town Homes Attached (20.91 acres)  
Commercial - 3 lots (2.95 acres)

THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS APPLICATION:

- ☒ \*Application Fee. Make Check payable to "City of Palm Bay."
  - ☐ \$1,200.00 - Small Scale (Less than 10 acres)
  - ☒ \$2,000.00 - Large Scale (10 acres or more)
  - ☐ \$2,000.00 - Text Amendment (Comp. Plan)
- ☒ Boundary Survey for land use amendments.
- ☒ 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.)
- ☐ 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 guideline.



ORIGINAL

Revision A: 03/2020

CITY OF PALM BAY, FLORIDA  
COMPREHENSIVE PLAN OR FUTURE LAND USE MAP AMENDMENT APPLICATION  
PAGE 3 OF 3

- ☒ Where the property owner is not the representative for the request, a LETTER must be attached giving the notarized consent of the property owner(s) to a representative.

Name of Representative Bruce Moia, P.E., MBV Engineering, Inc.

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 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 COMPREHENSIVE PLAN OR FUTURE LAND USE MAP AMENDMENT APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Owner Signature  Date 2/8/2021

Printed Name Gregory Sachs, Sachs Capital Group LP - Manager

Full Address 2132 Deep Water Lane, Suite 232, Naperville IL, 60564

Telephone 312-543-4440 Email gsachs@sachscapitalgroup.com

**\*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY**

 **ORIGINAL**

February 8, 2021, 20 21

**Re: Letter of Authorization**

**As the property owner of the site legally described as:**

Port Malabar, Unit 10, Tract K, PB 15 Pg 10 also Lot 16 of FL Indian River Land Company  
Subdivision per Pb 1 Pg 165. Parcel ID's 29-37-06-00-750, 29-37-06-00-751, and  
29-37-06-GK-K.

I, Owner Name: Gregory Sachs - Sachs Capital Group, LB

Address: 2132 Deep Water Lane, Suite 232 Naperville, IL 60564

Telephone: 312-543-4440

Email: gsachs@achscapitalgroup.com

**hereby authorize:**

Representative: Bruce Moia and David Bassford, MBV Engineering Inc.

Address: 1250 W Eau Gallie Blvd, Unit H, Melbourne FL 32935

Telephone: 321-253-1510

Email: brucem@mbveng.com / davidb@mbveng.com

**to represent the request(s) for:**

Rezoning and Future Land Use Amendment

(Property Owner Signature)

STATE OF Tennessee

COUNTY OF Marshall

The foregoing instrument was acknowledged before me by means of ☒ physical  
presence or ☐ online notarization, this 8<sup>th</sup> day of February, 20 21 by  
Gregory Sachs, property owner.

☒ Personally Known or ☐ Produced the Following Type of Identification:





February 8, 2021

Re: Letter of Authorization

As the property owner of the site legally described as:

Port Malabar, Unit 10, Tract K, PB 15 Pg 10 also Lot 16 of FL Indian River Land Company  
Sub.per Pb 1 Pg 165. Parcel ID's 29-37-06-00-750, 29-37-06-00-751, 29-37-06-GK-K

I, Owner Name: Gerald M Lakin - Identical Investments LLC

Address: 2687 NW 84th Way, Cooper City, FL 33024

Telephone: 312-493-2020

Email: geraldakin@gmail.com

hereby authorize:

Representative: Bruce Moia and David Bassford - MBV Engineering Inc.

Address: 1250 W. Eau Gallie Blvd, Unit H, Melbourne, FL 32935

Telephone: 321-253-1510

Email: brucem@mbveng.com, davidb@mbveng.com

to represent the request(s) for:

Rezoning And Future Land Use

*Gerald Lakin*

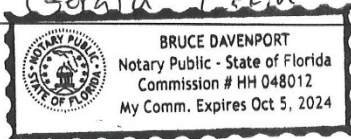
(Property Owner Signature)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8<sup>th</sup> day of February, 2021 by

*Gerald Lakin*, property owner.



*Bruce Davenport*, Notary Public

☐ Personally Known or ☒ Produced the Following Type of Identification:

Driver License

# **CASES CP-1-2021 & CPZ-1-2021**

## **CORRESPONDENCE**

OHIO  
UNIVERSITY  
LTC Raymond J. Asik, USAF Ret  
4112 Ford Lane  
Vermilion, OH 44089

CLEVELAND OH 440

16 FEB 2021 PM 3 L



PLANNING & ZONING BOARD, City Council  
c/o LAND DEVELOPMENT DIVISION  
CITY OF PALM BAY  
120 MALABAR ROAD SE  
PALM BAY, FL 32907

32907-309999

32907-309999

**Raymond J. Asik**  
4112 Ford Lane  
Vermilion, OH 44089

**Feb 16, 2021**  
**PH: 440-967-77613**

**Subject: Palm Bay Planning and Zoning Board**  
**Cases: CP-1-2021 and PD-1-2021**

**I am a property owner greatly impacted by the proposed Preliminary Development plan to allow rezoning of Tax Parcels 750 and 751.**

**The address for my property is**  
**473 Ellington Ave SE Palm Bay, 32909**  
**Property ID: 29 3705-GK-397-12**

**I am totally against the Cases CP-1-2021 and CPZ-1-2021 to rezone Tax Parcels 750 and 751 for multiple family residential use and commercial use. Allowing single family residential use is fine with me.**

**In the Feb 2021 Sunbelt Landowners Association listed are 14 under construction projects for SINGLE FAMILY Residential Units and 6 under review projects also for SINGLE FAMILY Residential units. None for multiple Family Residential uses. So does Palm Bay appear to want to destroy the original goal of General Development for single family residential use?**

**The impact of multiple units (still not defined to me how many units, how high, how large square feet, number of parking spaces, number and location of entry and exit points to the streets, unnecessary extra lighting in a residential area, runoff of rain water into sewers and above all safety. More housing will impact the safety of the local school students. Not sure what type of commercial use and number and size of units will be allowed?**

**To me the Palm Bay Planning, Zoning and City Council have more responsibility to all property owners than allowing this proposal to move forward. Single Family Residential use is what Tax Parcels 750 and 751 is and should continue to be allowed. I hope Palm Bay planners and City will realize approving these cases is a big negative on the local community.**

**As I stated I AM TOTALLY against this preliminary proposal. I cannot attend the meetings but hope my one voice will be heard. I can be contacted at the above address / phone or at my email; [asik@roadrunner.com](mailto:asik@roadrunner.com)**

**Thank You,**  
**Ray Asik**



**PLEASE KEEP ME INFORMED OF THESE CASES.**



**CITY OF PALM BAY, FLORIDA**  
**PLANNING AND ZONING BOARD/**  
**LOCAL PLANNING AGENCY**  
**REGULAR MEETING 2021-04**

Held on Wednesday, March 3, 2021, in the City Hall Council Chambers, 120 Malabar Road SE, 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.

Mr. Richard Hill led the Pledge of Allegiance to the Flag.

**ROLL CALL:**

|                           |                          |         |
|---------------------------|--------------------------|---------|
| <b>CHAIRPERSON:</b>       | Philip Weinberg          | Present |
| <b>VICE CHAIRPERSON:</b>  | Leeta Jordan             | Present |
| <b>MEMBER:</b>            | Donald Boerema           | Present |
| <b>MEMBER:</b>            | James Boothroyd          | Present |
| <b>MEMBER:</b>            | Richard Hill             | Present |
| <b>MEMBER:</b>            | Khalilah Maragh          | Present |
| <b>MEMBER:</b>            | Rainer Warner            | Present |
| <b>NON-VOTING MEMBER:</b> | David Karaffa            | Absent  |
|                           | (School Board Appointee) |         |

**CITY STAFF:** Present were Mr. Patrick Murphy, Assistant Growth Management Director; Mr. Christopher Balter, Senior Planner; Mr. Grayson Taylor, Planner; Ms. Chandra Powell, Recording Secretary; Ms. Jennifer Cockcroft, Deputy City Attorney.

**ADOPTION OF MINUTES:**

1. Regular Planning and Zoning Board/Local Planning Agency Meeting 2021-03; February 3, 2021.

Motion to approve the minutes as presented.

Mr. Warner inquired whether the applicant could agree to a condition to restrict the site to townhomes. Mr. Bassford stated that the matter would have to be discussed with the applicant.

Mr. Weinberg noted that the companion zoning request would restrict the site to 10 units per acre, and that the applicant would still have to respond to any traffic study, environmental studies, and school concurrency issues. Townhomes were lacking in Palm Bay but were a reasonable, affordable, and diverse alternative to single-family homes.

Motion to approve Case CP-1-2021 as presented, based on the conditions within the staff report.

Motion by Mr. Hill, seconded by Ms. Jordan.

Ms. Maragh concurred that diversity in housing was needed in the City, and that the market would dictate the development of the commercial section.

The motion carried with members voting as follows:

**Ayes:** Mr. Weinberg, Ms. Jordan, Mr. Boerema, Mr. Boothroyd, Mr. Hill, Ms. Maragh, Mr. Warner.

## **NEW BUSINESS:**

1. **\*\*CPZ-1-2021 - Jupiter Bay - Sachs Capital Group, LP (Bruce Moia, P.E. and David Bassford, P.E., Reps.) - A zoning amendment from an RR, Rural Residential District to an RM-10, Single-, Two-, Multiple-Family Residential District and an NC, Neighborhood Commercial District. Tax Parcels 750 and 751, along with Tract K of Port Malabar Unit 10, Section 6, Township 29, Range 37, Brevard County, Florida, containing 23.862 acres, more or less. (Located at the northwest corner of Jupiter Boulevard SE and Brevard Avenue SE)**

Mr. Balter presented the staff report for Case CPZ-1-2021. Staff recommended Case CPZ-1-2021 for approval, based on the analysis contained within the staff report.

Mr. Weinberg noted that Mr. Bassford, P.E. with MBV Engineering, Inc. (representative for the applicant) was not present, and that Mr. Bassford's comments for Case CP-1-2021 should be included with the subject request.

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 in opposition to the request.

Motion to approve Case CPZ-1-2021 as presented, based on the analysis contained within the staff report.

Motion by Mr. Hill, seconded by Ms. Maragh. The motion carried with members voting as follows:

**Ayes:** Mr. Weinberg, Ms. Jordan, Mr. Boerema, Mr. Boothroyd, Mr. Hill, Ms. Maragh, Mr. Warner.

2. **\*\*V-7-2021 - Richard J. Defay (Cool Pools of Brevard, Rep.) - A variance to allow a proposed swimming pool and screen room enclosure to encroach 6 feet into the 10-foot rear accessory structure setback as established by Section 185.118(D) of the Palm Bay Code of Ordinances. Lots 33 and 34, Block 1842, Port Malabar Unit 39, Section 34, Township 28, Range 36, Brevard County, Florida, containing .48 acres, more or less. (Located at the northwest corner of De Leon Court NW and Holcomb Street NW, specifically at 526 De Leon Court NW)**

Mr. Taylor presented the staff report for Case V-7-2021. The board had to determine, based on the facts presented, the degree of minimal relief, if any, to meet the needs of the variance request, as required by Section 169.009 of the City of Palm Bay Code of Ordinances.

Mr. Boerema commented on whether a precedent had been set by the two existing homes abutting Tract C that had not required variances to install swimming pools. Mr. Taylor indicated the location of the two existing swimming pools and how the homes on the properties were smaller in size.

## ORDINANCE 2021-23

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE OF THE CITY OF PALM BAY BY CHANGING THE ZONING OF PROPERTY FROM RR (RURAL RESIDENTIAL DISTRICT) TO RM-10 (SINGLE-, TWO-, MULTIPLE-FAMILY RESIDENTIAL DISTRICT) AND NC (NEIGHBORHOOD COMMERCIAL DISTRICT); WHICH PROPERTY IS LOCATED AT THE NORTHWEST CORNER OF JUPITER BOULEVARD AND BREVARD AVENUE, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR A CHANGE OF THE ZONING MAP; 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 Zoning Ordinance of the City of Palm Bay, Brevard County, Florida, is hereby amended to provide for the rezoning of property from RR (Rural Residential District) to RM-10 (Single-, Two-, Multiple-Family Residential District) and NC (Neighborhood Commercial District), being legally described herein as Exhibit 'A'.

**SECTION 2.** The Zoning Map of the City of Palm Bay is hereby revised to reflect this amendment.

**SECTION 3.** The provisions within this ordinance shall take effect immediately upon the enactment of Ordinance 2021-22.

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

ATTEST:

\_\_\_\_\_  
Robert Medina, MAYOR

\_\_\_\_\_  
Terese M. Jones, CITY CLERK

LEGAL DESCRIPTION:

PARCEL 1: (MULTI FAMILY)

THE WEST 1/2 OF LOT 16, SECTION 6, TOWNSHIP 29 SOUTH, RANGE 37 EAST, ACCORDING TO THE SUBDIVISION OF SAID SECTION BY THE FLORIDA INDIAN RIVER LAND COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 165, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LESS AND EXCEPT: BEING A PART OF THE WEST 1/2 OF LOT 16, SECTION 6, TOWNSHIP 29 SOUTH, RANGE 37 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 165, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ALSO

TRACK 'K' OF PORT MALABAR UNIT TEN, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 10 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

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AND

LESS THE WESTERLY 876.49 FEET OF TRACT 'K' AS DESCRIBED ABOVE.

PARCEL 2: (COMMERCIAL)

THE WESTERLY 876.49 FEET OF TRACT 'K' OF PORT MALABAR UNIT TEN, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 10 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



## LEGISLATIVE MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Suzanne Sherman, City Manager

**THRU:** Laurence Bradley, AICP, Growth Management Director

**DATE:** 4/1/2021

**RE:** Request by Richard DeFay for a variance to allow a proposed swimming pool and screen enclosure to encroach 6.00 feet into the 10-foot rear accessory structure setback (0.48 acres) (V-7-2021) (Quasi-Judicial Proceeding).

Mr. Richard J. Defay (Cool Pools of Brevard, Rep.) has submitted for a variance to allow a proposed swimming pool and screen enclosure to encroach 6 feet into the 10-foot rear accessory structure setback, as established by Section 185.118(A)(4) of the Palm Bay Code of Ordinances. A single-family home is located on the .48-acre property, which consists of one interior lot and a corner lot.

The applicant has indicated the City-owned tract of land (Tract C, Port Malabar Unit 39) and the canal behind his property as the special condition/hardship to support the variance request. However, two separately owned lots that abut Tract C off Hayworth Circle NE were able to install swimming pools without requiring variances.

Literal interpretation and enforcement of the Land Development Code would require the applicant to build within the applicable setbacks, which is not the applicant's desired location for the swimming pool and screen enclosure. The applicant has also applied for a vacating of easement (VE-1-2021) to encroach the rear 30-foot public utility and drainage easement.

### **REQUESTING DEPARTMENT:**

Growth Management

### **RECOMMENDATION:**

Request for City Council to determine, based on the facts presented, the degree of minimal relief, if any, to meet the needs of the variance request, as required by Section 169.009 of the City of Palm Bay Code of Ordinances.

### **Planning and Zoning Board Recommendation:**

Unanimous approval of the request, based on the staff report.

**ATTACHMENTS:**

**Description**

**Case V-7-2021**

**Board Minutes**





# STAFF REPORT

## LAND DEVELOPMENT DIVISION

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

[landdevelopmentweb@palmabayflorida.org](mailto:landdevelopmentweb@palmabayflorida.org)

**Prepared by**

Grayson Taylor, Planner

---

**CASE NUMBER**

V-7-2021

**PLANNING & ZONING BOARD HEARING DATE**

March 3, 2021

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**PROPERTY OWNER & APPLICANT**

Richard J. Defay, Represented by Cool  
Pools of Brevard

**PROPERTY LOCATION/ADDRESS**

Lots 33 and 34, Port Malabar Unit 39, Section 34,  
Township 28, Range 36, Brevard County, Florida

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**SUMMARY OF REQUEST**

A variance to allow a proposed swimming pool and screen enclosure to encroach 6' into the 10' rear accessory structure setback, as established by Section 185.118(A)(4) of the Palm Bay Code of Ordinances.

**Existing Zoning**

RS-2, Single-Family Residential District

**Existing Land Use**

Single-Family Residential Use

**Site Improvements**

Single-Family Home

**Site Acreage**

0.48 acres, more or less

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**SURROUNDING ZONING & USE OF LAND****North**

RS-2, Single-Family Residential, Single-Family Home

**East**

RS-2, Single-Family Residential, Single-Family Home

**South**

RS-2, Single-Family Residential, Vacant Land

**West**

RS-2, Single-Family Residential, Recreation & Open Space Tract

---

**BACKGROUND:**

The subject property was constructed and received a Certificate of Occupancy in 2019. The property consists of one corner and one interior standard General Development Corporation lot, now combined. The property has a width of 171.18' and a depth of 125'. The property owner has applied for a vacate of easement via VE-1-2021, to vacate 991.08 square feet of the 1,711.8 square feet of the existing Public Utility and Drainage easement.

**ANALYSIS:**

Variances from the terms of the Land Development Code may be granted when special conditions exist that would result in unnecessary hardship if the provisions of the Land Development Code were enforced. However, a variance may not be granted when the public health and safety would be compromised as a result of the variance. An application must demonstrate that items 1 through 7 of Section 169.009 of the Code of Ordinances have been met. A review of these items is as follows:

**Item 1** - *"Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, buildings or structures in the same land use category, zoning district, or situation."*

The applicant states, "the variance will meet the following condition due to the fact that the property behind 526 De Leon Court is owned by the City and the property butts up to a canal." The applicant is correct in that this parcel, Tract C, Port Malabar Unit 39 is owned by the City, and it has a future land use designation of Recreation & Open Space. A 30' easement runs through the center of this parcel. However, two separately owned lots on Hayworth Circle NE also abut Tract C and were able to install swimming pools without requiring a variance. Staff is unable to determine any special circumstances in regard to the applicant's property.

**Item 2** - *"The special conditions and circumstances identified in Item 1 above are not the result of the actions of the applicant."*

There do not appear to be any identifiable special circumstances.

**Item 3** - *"Literal interpretation and enforcement of the Land Development Code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same land use category, zoning district or situation under the terms of the Land Development Code, and would work unnecessary and undue hardship on the applicant."*

Literal interpretation and enforcement of the Land Development Code would require the applicant to build within the applicable setbacks. Building within the required setbacks would not allow for the proposed swimming pool and screen enclosure in the desired location.

**Item 4** - *"The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building, or structure."*

A maximum of 6 feet into the 10-foot rear accessory building setback would be needed to meet the applicant's request.

**Item 5** - *"Granting of the variance request will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings or structures in the same land use category, zoning district or situation."*

Granting of the variance would confer upon the applicant a special privilege for the setback relief, as the same development standards apply to other properties in this community.

**Item 6** - *"The granting of the variance will be in harmony with the general intent and purpose of this code and will not be injurious to the surrounding properties or detrimental to the public welfare."*

Staff has not identified any detrimental effect to public welfare.

**Item 7** - *"The variance represents a reasonable disposition of a claim brought under the Bert J. Harris Private Property Rights Protection Act, chapter 95-181, Laws of Florida, that a development order of the city has reasonably burdened the applicant's property, based on the recommendations of the special master appointed in accordance with the act, or the order of a court as described in the act."*

Staff has not received a claim made upon this property, with respect to the "Bert J. Harris Act," or any development order, as indicated above. Therefore, Item 7 is not applicable to the variance request.

#### **STAFF RECOMMENDATION:**

The Planning and Zoning Board must determine, based on the facts presented, to what degree, if any, of minimal relief, is required to meet the needs of the variance being requested, as required under Section 169.009 of the City of Palm Bay Code of Ordinances and make recommendations to City Council for a final review. Under 59.05(A)(14) of the City of Palm Bay Code of Ordinances, "The quasi-judicial body shall direct the clerk or [city] attorney acting as the body's legal counsel to prepare the necessary and appropriate written order in accordance with the purpose of the hearing and findings of the quasi-judicial body. Pursuant to Florida Statutes, in the event relief is denied to the applicant, the specific provision of statute or code that was deficient shall be stated for record."



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



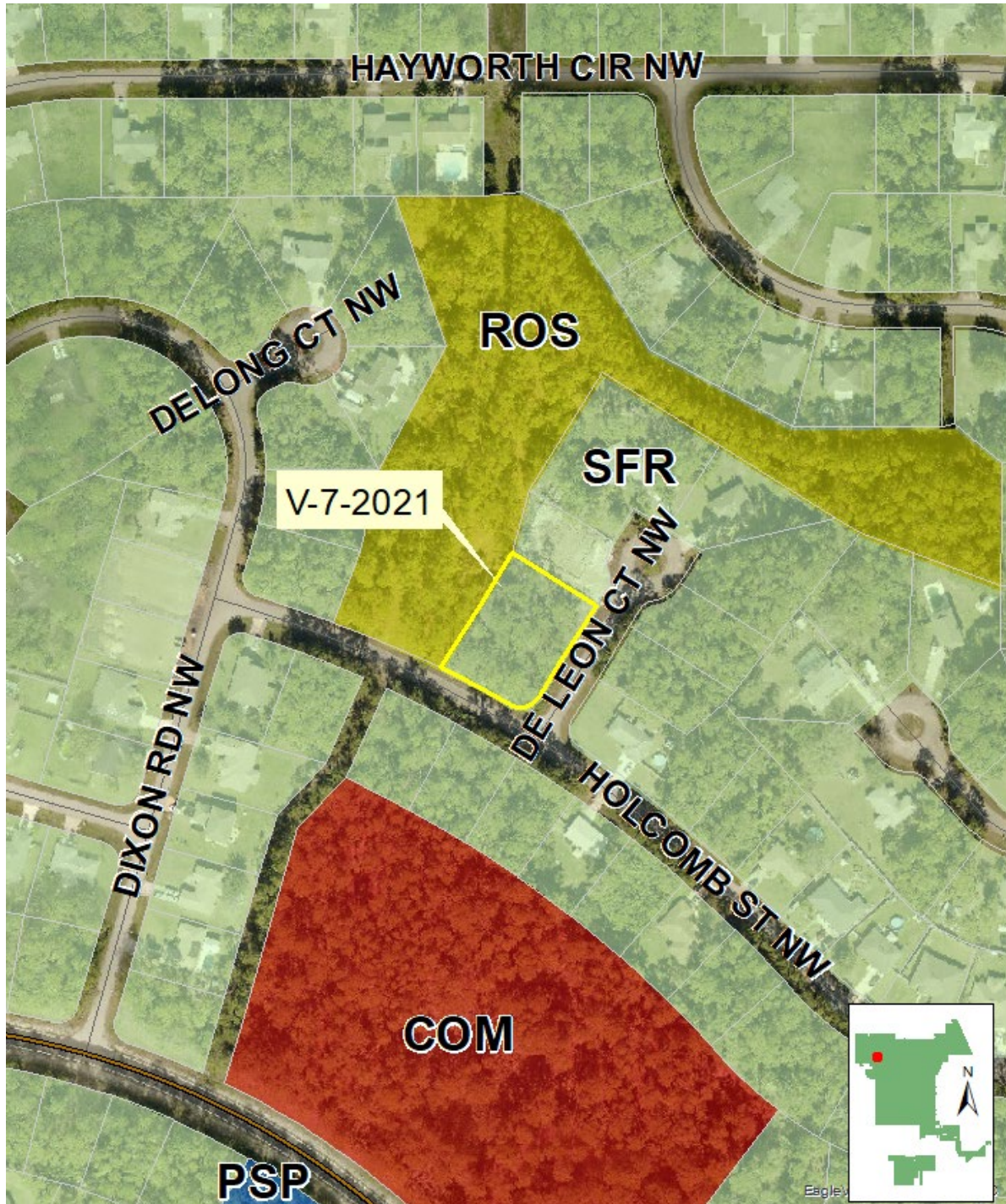
## **AERIAL LOCATION MAP      CASE V-7-2021**

### **Subject Property**

Northwest corner of De Leon Court NW and Holcomb Street NW, specifically at 526 De Leon Court NW



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



## FUTURE LAND USE MAP CASE V-7-2021

### Subject Property

Northwest corner of De Leon Court NW and Holcomb Street NW, specifically at 526 De Leon Court NW

### Future Land Use Classification

SFR - Single 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 V-7-2021**

### **Subject Property**

Northwest corner of De Leon Court NW and Holcomb Street NW, specifically at 526 De Leon Court NW

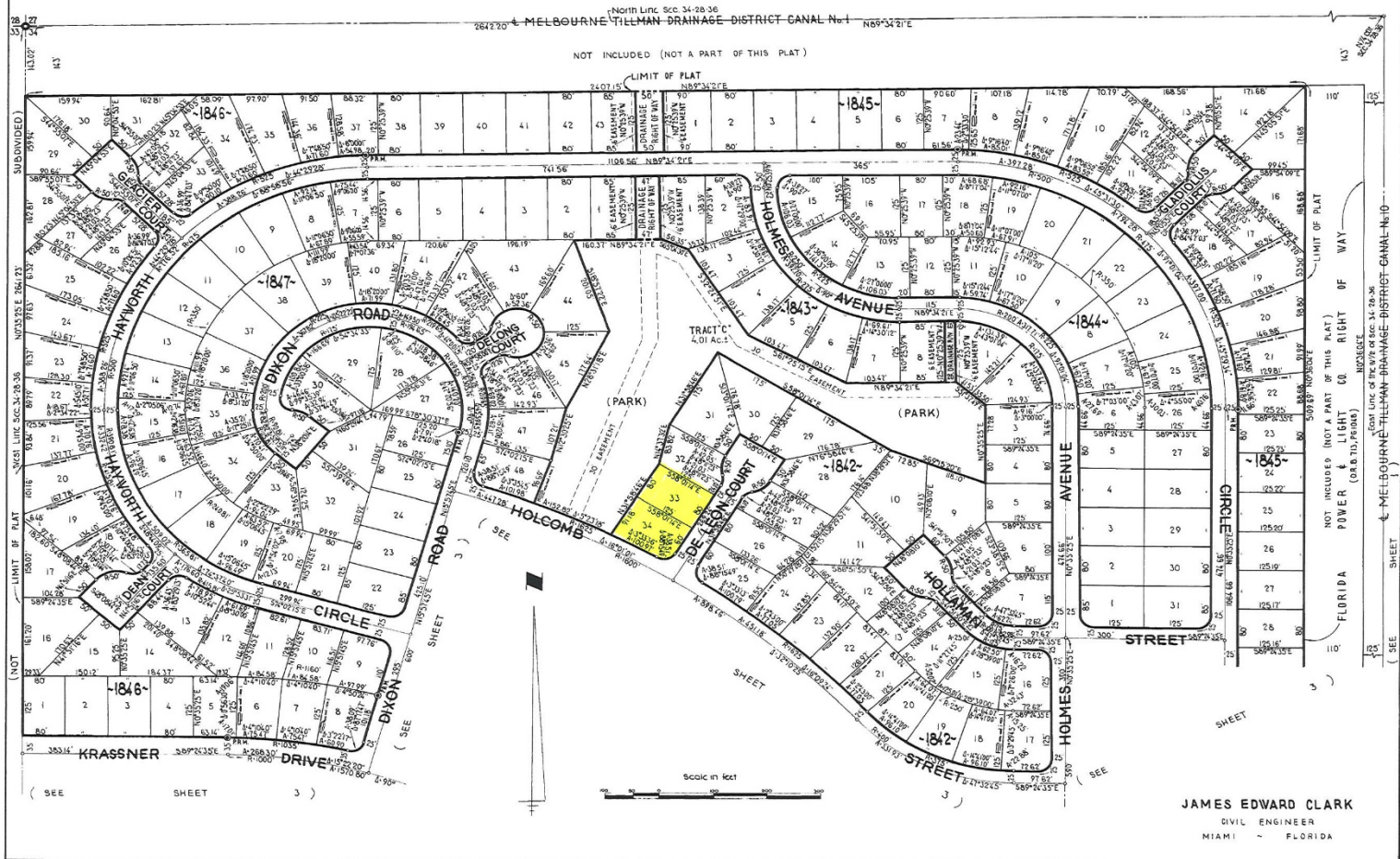
### **Current Zoning Classification**

RS-2, Single Family Residential District



|                             |
|-----------------------------|
| PLAT BOOK 21<br>AND PAGE 25 |
|-----------------------------|

A SUBDIVISION OF A PORTION OF SECTION 34  
TOWNSHIP 28 SOUTH, RANGE 36 EAST  
AND  
A RESUBDIVISION OF A PORTION OF PORT MALABAR UNIT TWENTY SIX  
CITY OF PALM BEACH, BREVARD COUNTY, FLORIDA  
SHEET 2 OF 5 SHEETS

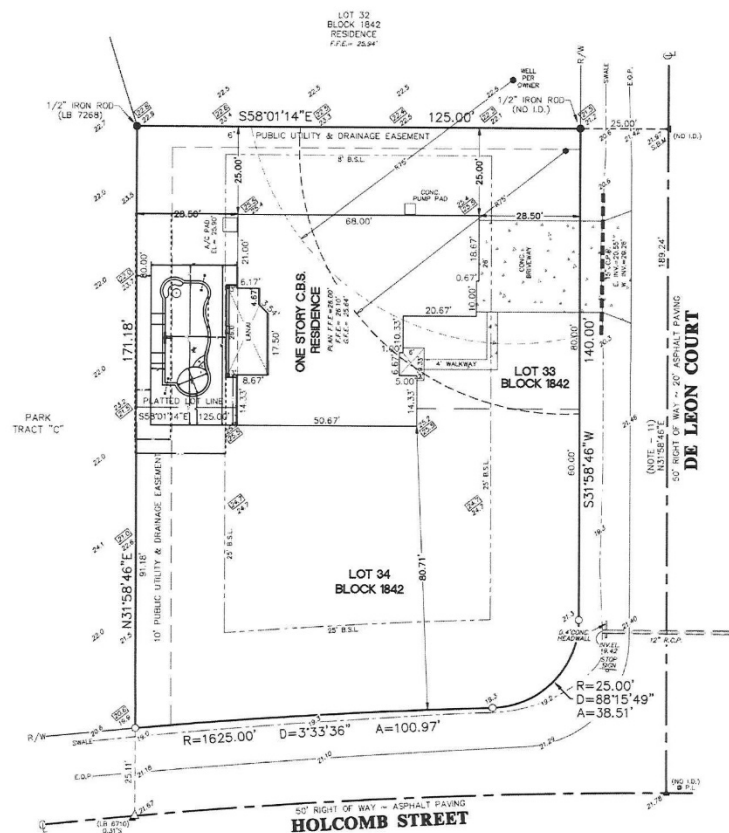


JAMES EDWARD CLARK  
CIVIL ENGINEER  
MIAMI ~ FLORIDA

SHEET 2 OF 5 SHEETS  
192 LOTS THIS SHEET

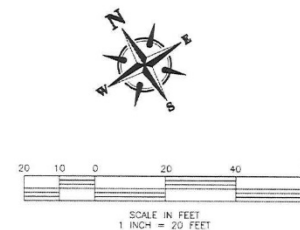


MAP OF SURVEY  
CERTIFICATE OF AUTHORIZATION L.B. 7426



\* NO CITY OF PALM BAY UTILITIES SERVICES AVAILABLE.

PROPERTY ADDRESS: 502/528 DE LEON COURT NW  
PALM BAY, FLORIDA 32907



SET BACK REQUIREMENTS PER  
CITY OF PALM BAY:  
FRONT: 25.0'  
SIDE (INTERIOR): 8.0'  
SIDE (CORNER): 25.0'  
REAR: 25.0'  
REAR ALLEY: N/A

Digitally signed  
by Kevin A. Smith  
Date: 2020.09.01  
08:58:38 -04'00'

CERTIFIED TO: PALLADIO DEVELOPMENT, LLC

SURVEYORS NOTES:

- [illegible]

LEGEND:

- [illegible]

LOTS 33 & 34, BLOCK 1842.

"PORT MALABAR UNIT THIRTY NINE"

| TYPE | SURVEY DATE | JOB NUMBER | CR | BY |
|------|-------------|------------|----|----|
|      |             |            |    |    |

| TYPE           | SURVEY DATE       | JOB NUMBER | CR. BY |
|----------------|-------------------|------------|--------|
| STAKE OUT      | NOVEMBER 18, 2019 | 19-7615    |        |
| POSSIBLE STAKE | CONCRETE, 8x 8x16 | 10-2611    |        |

|                   |                  |         |
|-------------------|------------------|---------|
| ROUGH STAKE       | OCTOBER 31, 2019 | 19-7544 |
| REVISED PLOT PLAN | AUG. 20, 2019    | 19-7103 |

|                 |               |                  |
|-----------------|---------------|------------------|
| PLOT PLAN       | JUNE 17, 2019 | 19-0873          |
| BOUNDARY SURVEY | JUNE 7, 2019  | 19-0769 ~ 511/48 |

DRAWN BY: P.A.D. SCALE: 1" = 20'

FLOOD ZONE: FLOOD INSURANCE RATE MAP: FLOODING:

\_\_\_\_\_

FLORIDA SURVEYOR & MAPPER IN CHARGE: CHAIRMAN  
 KEVIN A. SMITH - FLORIDA CERTIFICATE NO. 4457  
 ANDREW J. SMITH - FLORIDA CERTIFICATE NO. 5680

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# SKETCH & DESCRIPTION

SECTION 34, TOWNSHIP 28 SOUTH, RANGE 36 EAST  
(NOT A BOUNDARY SURVEY)

SHEET 1 OF 2  
NOT VALID WITHOUT THE  
SKETCH ON SHEET 2 OF 2

## LEGAL DESCRIPTION:

A PORTION OF A 10 FEET WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT LYING WITHIN LOTS 33 AND 34, BLOCK 1842, PORT MALABAR UNIT THIRTY NINE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGES 24-48, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY CORNER OF SAID LOT 33, BLOCK 1842; THENCE SOUTH 58°01'14" EAST ALONG THE NORTHERLY LINE OF SAID LOT 33, A DISTANCE OF 4.00 FEET; THENCE SOUTH 31°58'46" WEST, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 58°01'14" EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 31°58'46" WEST, A DISTANCE OF 164.28 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HOLCOMB STREET, SAID POINT BEING ON A CURVE WHICH IS CONCAVE SOUTHERLY, HAVING A RADIUS OF 1625.00 FEET AND A CENTRAL ANGLE OF 0°12'45"; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 6.02 FEET; THENCE NORTH 31°58'46" EAST, A DISTANCE OF 164.81 FEET TO THE POINT OF BEGINNING.

PREPARED BY:



1350 MALABAR ROAD S.E., SUITE 1, PALM BAY, FLORIDA 32907  
Phone (321)724-2940 Fax(321)951-4879  
E-MAIL: SMITHSURVEYINGFL @ GMAIL.COM



KEVIN A. SMITH — FLORIDA CERTIFICATE NO. 4457  
(NOT VALID UNLESS SIGNED AND SEALED)

PREPARED FOR: RICHARD J. DEFAY; COOL POOLS

DRAWN BY: A. TEJADA

CHECKED BY: KAS

DRAWING NO. 20-2146

SECTION 34

DATE: DEC. 21, 2020

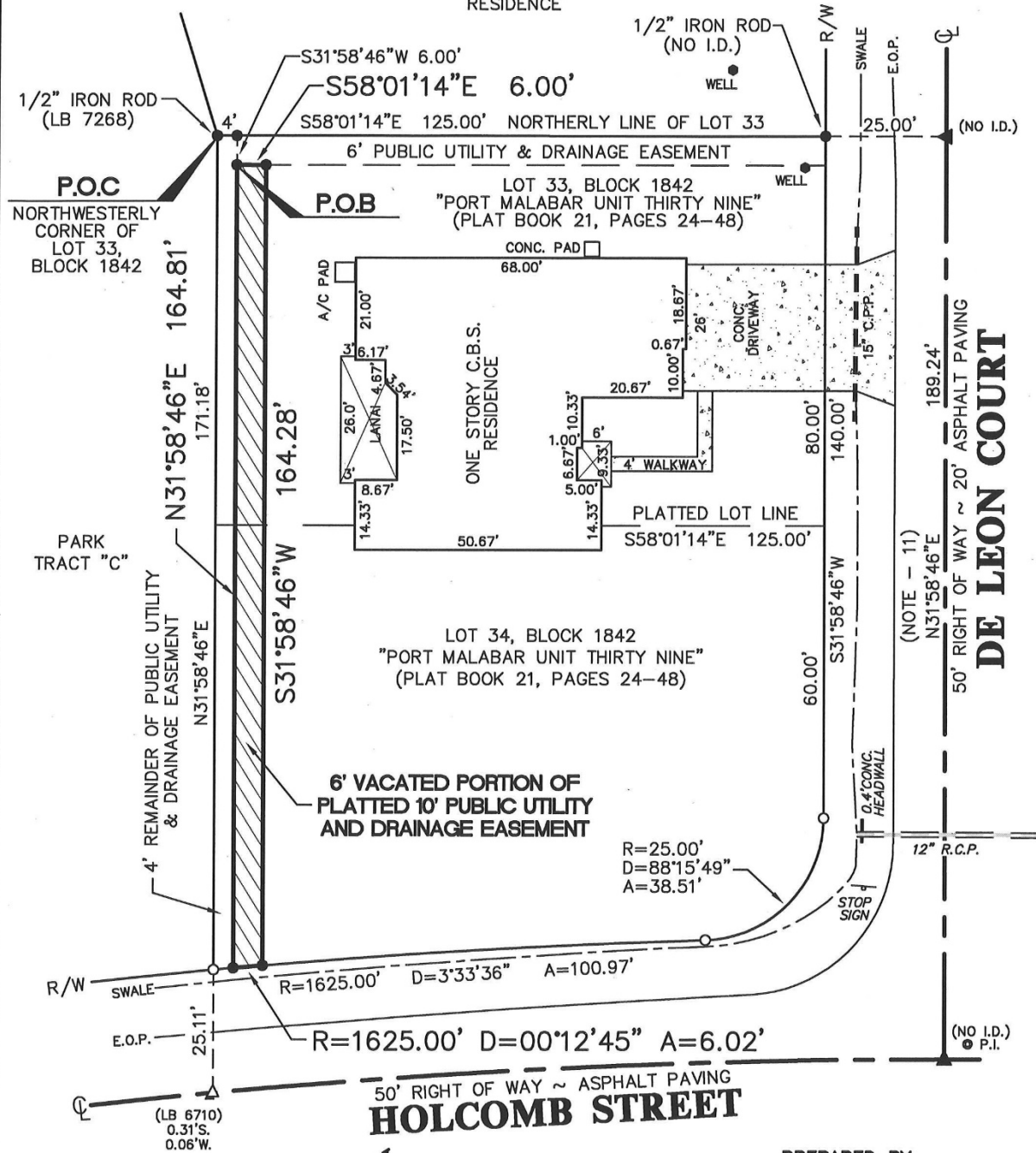
SHEET 1 OF 2

REVISIONS

TOWNSHIP 28 SOUTH  
RANGE 36 EAST

(NOT A BOUNDARY SURVEY)

NOT VALID WITHOUT THE LEGAL  
DESCRIPTION ON SHEET 1 OF 2



SCALE: 1" = 30'

PREPARED BY:

**SMITH & Associates**  
SURVEYING &  
MAPPING, INC.

1350 MALABAR ROAD S.E., SUITE 1 , PALM BAY, FLORIDA 32907  
Phone (321)724-2940 Fax(321)951-4879  
E-MAIL: SMITHSURVEYINGFL @ GMAIL.COM

SECTION 34, TOWNSHIP 28 SOUTH, RANGE 36 EAST  
(NOT A BOUNDARY SURVEY)

LOT 32, BLOCK 1842  
RESIDENCE



SCALE: 1" = 30'

1350 MALABAR ROAD S.E., SUITE 1 , PALM BAY, FLORIDA 32907  
Phone (321)724-2940 Fax(321)951-4879  
E-MAIL: SMITHSURVEYINGFL @ GMAIL.COM



**LAND DEVELOPMENT DIVISION**

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042  
Landdevelopment@palmbayflorida.org

**VARIANCE 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.

**PARCEL ID** 28-36-34-25-1842-33

**TAX ACCOUNT NUMBER** 2813628

**LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THIS APPLICATION:**

LOTS 33 AND 34, BLOCK 1842, PORT MALABAR UNIT THIRTY-NINE PLAT BOOK 21, PAGES 24 THROUGH 28 PUBLIC RECORDS OF BREVARD COUNTY FL

**STREET ADDRESS OF PROPERTY COVERED BY APPLICATION:**

526 DE LEON COURT NW PALM BAY FL 32907

**SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage):** .5 ACRE

**EXISTING ZONING CLASSIFICATION OF PROPERTY (ex.: RS-2, CC, etc.)** \_\_\_\_\_

**ARE THERE ANY STRUCTURES ON THE PROPERTY NOW?** ☒ YES ☐ NO

**HAS A VARIANCE APPLICATION PREVIOUSLY BEEN FILED FOR THIS PROPERTY?**  
☐ YES ☒ NO

**IF SO, STATE THE NATURE OF THE PREVIOUS APPLICATION, WHETHER THE REQUEST WAS APPROVED OR DENIED, AND DATE OF ACTION:**



**DESCRIBE THE EXTENT OF THE VARIANCE REQUESTED AND THE INTENDED USE OF THE PROPERTY IF THE VARIANCE IS GRANTED (SPECIFY NUMBER OF INCHES/FEET ENCROACHING INTO SPECIFIC REQUIRED YARD SETBACK OR HEIGHT RESTRICTIONS):**

6' ENCROACHING INTO SPECIFIC REQUIRED YARD SETBACK LINE TO INSTALL INGROUND SWIMMING POOL AND SCREEN ENCLOSURE

**CITE THE APPLICABLE SECTION(S) OF THE ZONING ORDINANCE AND ITS REQUIREMENT FROM WHICH VARIANCE IS REQUESTED (ex.: 185.034(f)(7)):**

**GIVE WRITTEN EXPLANATION(S) DEMONSTRATING HOW THE VARIANCE MEETS THE FOLLOWING CONDITIONS PER SECTION 169.009:**

- (a) That special conditions and circumstances exist which are peculiar to the land, structures or buildings involved and which are not applicable to other lands, structures or buildings in the same land use category, zoning district, or situation.
- (b) That special conditions and circumstances referred to above do not result from the actions of the applicant.
- (c) That literal interpretation and enforcement of the development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same land use category, zoning district, or situation under the terms of the development code, and would work unnecessary and undue hardship on the applicant.
- (d) That if granted, the variance is the minimum variance necessary to make possible the reasonable use of the land, building or structure.
- (e) That granting the variance requested will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings, or structures in the same land use category, zoning district, or situation.
- (f) That granting the requested variance will be in harmony with the general intent and purpose of this code and will not be injurious to the surrounding properties or detrimental to the public welfare.

THE VARIANCE WILL MEET THE FOLLOWING CONDITION DUE TO THE FACT THAT THE PROPERTY BEHIND 526 DE LEON COURT IS OWNED BY THE CITY AND THE PROPERTY BUTS UP TO A CANAL



**CITY OF PALM BAY, FLORIDA  
VARIANCE APPLICATION  
PAGE 3 OF 4**

**EVIDENCE MUST BE PROVIDED TO CONSIDER VARIANCES BASED ON THE FOLLOWING CLAIMS:**

- ☐ **BERT J. HARRIS PRIVATE PROPERTY RIGHTS PROTECTION ACT**, Chapter 95-181, Laws of Florida. Provide a copy of one of the following:
- ☐ Special master appointed in accordance with the act.
  - ☐ Court order as described in the act.
- ☐ **AMERICANS WITH DISABILITIES ACT**. Cite the section of the act from which the variance request will provide relief: \_\_\_\_\_

**THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS APPLICATION:**

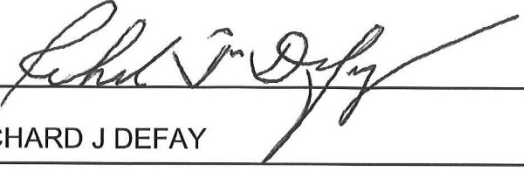
- ☒ \*\$350.00 Application Fee. Make Check payable to "City of Palm Bay."
- ☒ List of legal descriptions of all properties within a 500-foot radius of the boundaries of the property covered by this application, together with the names and mailing addresses (including zip codes) of all respective property 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.)
- ☒ A site plan drawn to scale which shows all property and yard dimensions, its structures (if any) and the variance desired, including abutting highway or road boundaries. The site plan shall also be provided on Memory Drive.
- ☒ Site plan data may be shown on a copy of the survey and must also be provided on Memory Drive.
- ☒ A survey prepared by a registered surveyor showing all property lines and structures. The survey shall also be provided on Memory Drive.
- ☒ Sign(s) posted on the subject property. Refer to Section 51.07(C) of the Legislative Code for guideline.
- ☒ **Where the property owner is not the representative for the request**, a LETTER must be attached giving the notarized consent of the property owner(s) to a representative.

**Name of Representative** COOL POOLS

**CITY OF PALM BAY, FLORIDA  
VARIANCE APPLICATION  
PAGE 4 OF 4**

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 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 Variance application and that the facts stated in it are true.**

Owner Signature  Date 1/19/2021  
Printed Name RICHARD J DEFAY  
Full Address 526 DE LEON COURT NW PALM BAY FL 32907  
Telephone 954 290 8025 Email RICHARD1DEFAY@GMAIL.COM

**\*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY**

JANUARY 19, 20 21

Re: Letter of Authorization

**As the property owner of the site legally described as:**

LOTS 33 AND 34, BLOCK 1842, PORT MALABAR UNIT THIRTY-NINE PLAT BOOK 21,  
PAGES 24 THROUGH 28 PUBLIC RECORDS OF BREVARD COUNTY FL

I, Owner Name: RICHARD J DEFAY

Address: 526 DE LEON COURT NW PALM BAY FL 32907

Telephone: 954 290 8025

Email: RICHARD1DEFAY@GMAIL.COM

**hereby authorize:**

Representative: COOL POOLS

Address: 2860 KIRBY CIRCLE NE PALM BAY FL 32905

Telephone: 321 848 5302

Email: COOLPOOLS2007@GMAIL.COM

**to represent the request(s) for:**


VARIANCE APPLICATION

  
(Property Owner Signature)

STATE OF FLORIDA

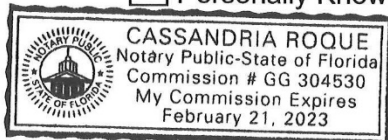
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical  
presence or ☐ online notarization, this 19 day of JANUARY, 20 21 by  
RICHARD J DEFAY, property owner.

  
CASSANDRIA ROQUE, Notary Public

☐ Personally Known or ☒ Produced the Following Type of Identification:

DRIVERS LICENSE



**CASE V-7-2021**

**CORRESPONDENCE**

**Chandra Powell**

---

**From:** Phillipa Bell <phillipa\_bell@hotmail.com>  
**Sent:** Wednesday, February 24, 2021 9:44 AM  
**To:** Chandra Powell  
**Subject:** V-7-2021  
**Attachments:** City of Palm Bay Letter.pdf

---

**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.

---

Please send me a quick confirmation that you received this email. Thanks.

Sincerely,

Phillipa Bell

Sent from Mail for Windows 10

Joyce Blackett Pennant  
947 Bloomington Ct  
Ocoee, Florida 34761

February 24, 2021

City of Palm Bay Planning and zoning board  
City Council  
City of Palm Bay Planning and zoning board c/o Land Development Division  
120 Malabar RD SE  
Palm Bay, Florida 32907

Refer to case V-7-2021

Dear Sir or Madam:

I am not willing to grant or agree to grant any exception to allow any type of structure or construction of any type to be closer to the property lines of subject property other than the standard requirement by the planning and zoning department at the City of Palm Bay. Thank you.

---

Please contact me if you have any questions or need additional information. I can be contacted by phone at 321-695-6246. An e-mail can be sent to [whiteorchids74@gmail.com](mailto:whiteorchids74@gmail.com).

Sincerely,

Joyce Blackett Pennant

Joyce Blackett Pennant



**CITY OF PALM BAY, FLORIDA**  
**PLANNING AND ZONING BOARD/**  
**LOCAL PLANNING AGENCY**  
**REGULAR MEETING 2021-04**

Held on Wednesday, March 3, 2021, in the City Hall Council Chambers, 120 Malabar Road SE, 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.

Mr. Richard Hill led the Pledge of Allegiance to the Flag.

**ROLL CALL:**

|                           |                          |         |
|---------------------------|--------------------------|---------|
| <b>CHAIRPERSON:</b>       | Philip Weinberg          | Present |
| <b>VICE CHAIRPERSON:</b>  | Leeta Jordan             | Present |
| <b>MEMBER:</b>            | Donald Boerema           | Present |
| <b>MEMBER:</b>            | James Boothroyd          | Present |
| <b>MEMBER:</b>            | Richard Hill             | Present |
| <b>MEMBER:</b>            | Khalilah Maragh          | Present |
| <b>MEMBER:</b>            | Rainer Warner            | Present |
| <b>NON-VOTING MEMBER:</b> | David Karaffa            | Absent  |
|                           | (School Board Appointee) |         |

**CITY STAFF:** Present were Mr. Patrick Murphy, Assistant Growth Management Director; Mr. Christopher Balter, Senior Planner; Mr. Grayson Taylor, Planner; Ms. Chandra Powell, Recording Secretary; Ms. Jennifer Cockcroft, Deputy City Attorney.

**ADOPTION OF MINUTES:**

1. Regular Planning and Zoning Board/Local Planning Agency Meeting 2021-03; February 3, 2021.

Motion to approve the minutes as presented.

Mr. Weinberg noted that Mr. Bassford, P.E. with MBV Engineering, Inc. (representative for the applicant) was not present, and that Mr. Bassford's comments for Case CP-1-2021 should be included with the subject request.

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 in opposition to the request.

Motion to approve Case CPZ-1-2021 as presented, based on the analysis contained within the staff report.

Motion by Mr. Hill, seconded by Ms. Maragh. The motion carried with members voting as follows:

**Ayes:** Mr. Weinberg, Ms. Jordan, Mr. Boerema, Mr. Boothroyd, Mr. Hill, Ms. Maragh, Mr. Warner.

2. **\*\*V-7-2021 - Richard J. Defay (Cool Pools of Brevard, Rep.) - A variance to allow a proposed swimming pool and screen room enclosure to encroach 6 feet into the 10-foot rear accessory structure setback as established by Section 185.118(D) of the Palm Bay Code of Ordinances. Lots 33 and 34, Block 1842, Port Malabar Unit 39, Section 34, Township 28, Range 36, Brevard County, Florida, containing .48 acres, more or less. (Located at the northwest corner of De Leon Court NW and Holcomb Street NW, specifically at 526 De Leon Court NW)**

Mr. Taylor presented the staff report for Case V-7-2021. The board had to determine, based on the facts presented, the degree of minimal relief, if any, to meet the needs of the variance request, as required by Section 169.009 of the City of Palm Bay Code of Ordinances.

Mr. Boerema commented on whether a precedent had been set by the two existing homes abutting Tract C that had not required variances to install swimming pools. Mr. Taylor indicated the location of the two existing swimming pools and how the homes on the properties were smaller in size.

Mr. Richard Defay (applicant) explained that the homebuilder had left space for a swimming pool at the back of the property, but the area was not large enough with the screen room. The rear of the property abutted a 30-foot utility easement that would remain undeveloped.

Mr. Weinberg commented on the large size of the home. He questioned whether a unity of title had been done for the applicant's two lots, and if consideration was given to placing the pool on the second lot. Mr. Defay indicated that the size of the 2,700 square-foot home was the reason the variance was needed. A unity of title had been done to combine his two lots, but there was never a plan to place the pool on the second lot.

Mr. Warner wanted to know if utility poles in the rear easement could still be accessed if the variance was granted. Mr. Defay explained that his home was at the end of the block, so the single utility pole at the corner of his property would remain accessible.

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 in opposition to the request.

Motion to approve Case V-7-2021 as presented, based on the staff report.

Motion by Mr. Boerema, seconded by Ms. Maragh. The motion carried with members voting as follows:

**Ayes:** Mr. Weinberg, Ms. Jordan, Mr. Boerema, Mr. Boothroyd, Mr. Hill, Ms. Maragh, Mr. Warner.

#### **OTHER BUSINESS:**

There was no other business discussed.

#### **ADJOURNMENT:**

The meeting was adjourned at approximately 7:34 p.m.



## LEGISLATIVE MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Terese Jones, City Clerk

**DATE:** 4/1/2021

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

The terms of Warren "Scott" Duncan and Jaclyn Bounauito expired 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

Andrew Forbes  
1907 Cleveland Street, NE 32905

Randall E. Olszewski  
227 Neville Circle, NE 32907

Thomas Graver  
1437 Glencove Avenue, NW 32907

Anthony Harris  
494 Tropicaire Avenue, SW 32908

**REQUESTING DEPARTMENT:**  
Legislative

**FISCAL IMPACT:**  
None

**RECOMMENDATION:**

Motion to approve the appointment of two (2) 'at-large' members to serve on the Recreation Advisory Board.

**ATTACHMENTS:**

**Description**

**P. DeFranco**

**T. Gaume**

**A. Forbes**

**R. Olszewski**

**T. Graver**

**A. Harris**

**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: Recreation Advisory Board  
Full Name: Phil DeFranco  
Home Address: 570 Truman St SW  
City: Palm Bay Zip Code: 32908-7411  
Telephone Number: 321.373.2247 Fax Number:   
Email Address: PJD55@aol.com

**EMPLOYMENT**

Employer: Retired Occupation:   
Address:   
City:  State:  Zip Code:   
Telephone Number:  Fax Number:   
Email Address:   
Job Responsibilities:

**EDUCATION**

High School Name: Northeast Catholic HS  
Location: Phila Years Completed: 4 Major/Degree: Diploma  
College Business or Trade School:   
Location:  Years Completed:  Major/Degree:   
Professional School: Karass School Of Negotiating  
Location: Bristol, CT Years Completed: 1 Major/Degree: Certificate  
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?*  14 Years  8 Months

How long have you been a resident of Brevard County?  14 Years  8 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? Sports, I run a Non Profit for Special Needs Pets

Why do you want to serve on this board / committee? I have many years of experience coaching youth sports to being on the council for Junior Hockey w/ USA Hockey and running JR Nat'l Championships, also was the Dir of Hockey Ops for a Minor Pro Hockey League, HS Football (8 yrs) and Baseball (1 yr) coach

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**



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Phone: 321-952-3414 • [www.palmbayflorida.org](http://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:

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Disciplinary Action:

Disciplinary Date:

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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:

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Date:

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Office of The

MAR - 5 2021

City Clerk

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City of Palm Bay • 120 Malabar Road • Palm Bay, FL 32907  
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### 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:

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Disciplinary Action:  Disciplinary Date:

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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?*

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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?

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Race:  Gender:  Physically Disabled: ☐

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Fax the application to:  
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**SUBMIT FORM**





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### 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

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Title:

Issue Date:

Issuing Authority:

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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:

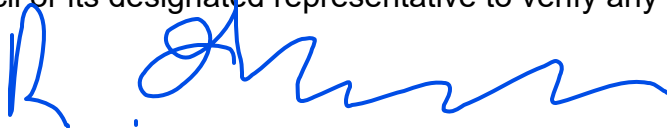
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Date:

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Office of The

MAR - 8 2021

City Clerk

## APPLICATION FOR MEMBERSHIP / City Boards or Committees

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Phone: 321-952-3414 • www.palmbayflorida.org • Fax: 321-953-8971

### BOARD/COMMITTEE

Name of Board/Committee: Recreation Advisory Board  
Full Name: Thomas Graver  
Home Address: 1437 Glencove Ave NW  
City: Palm Bay Zip Code: 32907  
Telephone Number: 321-960-8189 Fax Number: n/a  
Email Address: tomgraver1437@gmail.com

### EMPLOYMENT

Employer: semi-retired Occupation: Operations Manager  
Address: n/a  
City: State: Zip Code:  
Telephone Number: Fax Number:  
Email Address:  
Job Responsibilities: Sports Operations

### EDUCATION

High School Name: Big Spring  
Location: Newville Years Completed: 12 Major/Degree: diploma  
College Business or Trade School: n/a  
Location: Years Completed: Major/Degree:  
Professional School: n/a  
Location: Years Completed: Major/Degree:  
Other: Disney University  
Location: Walt Disney World Years Completed: 10 Major/Degree: n/a



## 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?*  22 Years  Months

How long have you been a resident of Brevard County?  22 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:*  President of West Pines Estates Neighborhood Association

What are your hobbies / interests? Sports, mentoring, community service

Why do you want to serve on this board / committee? Would like to be involved with community decisions and growth.

Section 760.80, Florida Statutes, requires certain information on statutorily created boards to be filed on an annual basis. Please complete the following.

Race: white

Gender: male

Physically Disabled: ☐

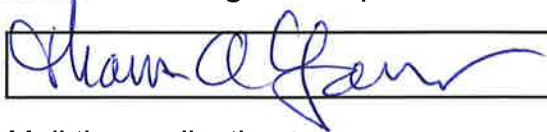
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Signature:



Date: 3/5/2021

Mail the application to:

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Office of the City Clerk  
120 Malabar Road, SE  
Palm Bay, Florida 32907

Fax the application to:

321-953-8971

**SUBMIT FORM**



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### 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:*

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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?

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Race:  Gender:  Physically Disabled: ☐

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Fax the application to:  
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**SUBMIT FORM**





## LEGISLATIVE MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Terese Jones, City Clerk

**DATE:** 4/1/2021

**RE:** Appointment of one (1) adult member to the Youth Advisory Board.

The vacancy has been announced at several Council meetings and applications solicited for same.

The following application has been received:

Corey Williams  
1850 Delki Street, NW 32907

**REQUESTING DEPARTMENT:**  
Legislative

**FISCAL IMPACT:**  
None

**RECOMMENDATION:**  
Motion to approve the appointment of one (1) adult member to serve on the Youth Advisory Board.

**ATTACHMENTS:**

**Description**  
C.Williams





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### 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:

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*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: Mar 12, 2021

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:** Suzanne Sherman, City Manager

**THRU:** Fred Poppe, Parks and Recreation Director

**DATE:** 4/1/2021

**RE:** Consideration of utilizing Parks Impact Fees for the development and construction of a Disc Golf Course adjacent to Fred Poppe Regional Park.

On December 3, 2020, City Council approved the signing of a 10-year Interlocal Agreement with the Brevard School Board to use 24.22 acres adjacent to the Fred Poppe Regional Park as a Disc Golf Course. The Parks and Recreation Department is requesting \$35,000.00 in impact fees from Nexus 32908 for the development and construction of the Disc Golf Course. Growth and development in the area have increased the need for additional recreational facilities. This Disc Golf Course will meet the need for increased recreational opportunities resulting from the increase in construction in the Nexus 32908 area.

The cost break down of the total \$35,000.00 appropriation is as follows: \$7,000.00 in design fees; \$3,500.00 for boundary fencing on the east side of the property per School Board lease agreement requirements; \$13,500.00 for Disc Golf tees and baskets; \$7,500.00 for signage; and a 10.00% contingency of \$3,500.00.

This new facility will substantially benefit the residents in the Nexus 32908 area while furthering the diversification of recreational activities available for City of Palm Bay residents and non-residents and provide the ability to host Tournament play. The local Disc Golf Group has a community partner agreement with the City and will provide volunteer labor for the construction and maintenance of the facility.

### **REQUESTING DEPARTMENT:**

Parks & Recreation

### **FISCAL IMPACT:**

Funding for the development and construction of the Disc Golf Course is available in Nexus 32908 Fund Balance/Reserves and will be appropriated to account #193-4050-572-6308 (project #21PR09) on FY 2021 Budget Amendment #3.

### **RECOMMENDATION:**

Motion to approve the use of \$35,000 in Nexus 32908 Parks Impact Fees for the development and construction of a Disc Golf Course adjacent to the Fred Poppe Regional Park.

## **ATTACHMENTS:**

### **Description**

**School Board Lease Agreement**

**Gregg Hosfeld, World Champion Disc Golf**

**Disc Golf 2020 Demographics**

## INTERLOCAL AGREEMENT

By And Between The School Board Of Brevard County And City Of Palm Bay, Florida  
Relating To Use Of City and School Board Property

This Interlocal Agreement by and between the School Board of Brevard County, Florida (the "Board"), 2700 Judge Fran Jamieson Way, Melbourne, FL 32940, and the City of Palm Bay (the "City"), 120 Malabar Road, Palm Bay, FL 32907, for the purpose of sharing the use of sports and recreational facilities. This Agreement is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, set forth in section 163.01, et seq., Florida Statutes, and is further authorized pursuant to the parties' respective Home Rule powers granted by the Florida Constitution. This Interlocal Agreement was made on 15<sup>th</sup> day of December 2020,

### RECITALS

WHEREAS, the Board holds and controls certain real properties, (the Board property), located within the City of Palm Bay, Florida including school buildings that have sports and recreational facilities attached to these facilities;

WHEREAS, the City controls sports and recreational facilities at several locations throughout the City of Palm Bay, Florida, (the City property); City properties are located in the vicinity of the Board's school property;

WHEREAS, the Board and the City find it desirable to enter into a Interlocal Agreement;

WHEREAS, the City and the Board continue to seek mutual benefit by maintaining and redeveloping existing sports and recreational facilities on City and Board property;

WHEREAS, this Interlocal Agreement will permit the joint use to Board property located in the City of Palm Bay.

NOW, THEREFORE, in consideration of the premises, mutual covenants, and other good and valuable considerations, herein contained, the parties, each intending to be legally bound, agree as follows:

- 1) **Recitals.** The above recitals are true and correct and are hereby incorporated by reference.
- 2) **Effective Date, Renewal and Termination.** The Agreement shall remain in effect for a period of ten (10) years, amended by mutual Agreement by both parties, unless terminated by either the Board or the City. This Agreement shall become effective on December 15, 2020 and expire on December 14, 2030. If it is at the best interest of both parties, within 365 days from expiration, the City and the Board shall commence negotiations for renewal. Extensions of the Agreement shall be by mutual consent of both parties. The Board and the City may terminate this Agreement with or without cause by providing written notice to all other parties within this Agreement. Such termination shall be effective sixty (60) days from the receipt of the termination notice.

## INTERLOCAL AGREEMENT

By And Between The School Board Of Brevard County And City Of Palm Bay, Florida  
Relating To Use Of City and School Board Property

- 3) **Notices.** All notices must be in writing and sent to the party's address stated above by certified mail, return receipt requested.
- 4) **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties as to the subject matter hereof and supersedes all previous written or oral negotiations, Agreements, bids and/or understanding. There are no understandings, representations, warranties or Agreements with respect to the subject matter hereof unless set forth explicitly in this Agreement.
- 5) **Dispute Resolution.** If substantial violations of the Agreement occur, a written notice from one party to the other is required allowing 30 days to correct the violation. If the violation is not resolved mutually between both parties, and the dispute under this Agreement continues, the parties shall first attempt to resolve the dispute by non-binding arbitration, with each party paying equal costs of the arbitration. In no case shall either party take a dispute to court rather the only outcome of an unresolved dispute is that this agreement shall terminate.
- 6) **Properties and Facilities Covered by the Agreement.** The Agreement covers the Board's property located in Palm Bay, including all sports and recreation properties, located in the City limits. This Agreement shall only apply to existing facilities on the date the Agreement was signed. Usage of new or modified fields, buildings and facilities shall be permitted by mutual consent of both the Board and the City.
- 7) **Use of City facilities.** The City shall make available their facilities for Elementary, Middle School and High School team practice, meets and matches and other school functions as mutually agreed to by both the City and the School Board. When City facilities are being used by the Board, the Board shall be responsible for all actual costs to the City for extra utility costs, personnel cost (if this is required as an extra duty assignment), custodial clean-up costs, etc. per the Council approved Parks and Recreation fees and charges, including the provision for fee schedule for discounts.
- 8) **Use of Board facilities.** The Board has a recreational sharing agreement with Brevard County Board of County Commissioners (COUNTY) that gives them first right of refusal for the use of School Board recreational facilities. If Board facilities are not in use by the COUNTY, then the City may use the Board's Multi-Purpose Fields before other entities and groups are permitted access to do so. Should the City wish to use Board facilities it shall coordinate facility use with school administration, complete the district's use agreement form, be responsible for actual costs to the Board such as extra utility costs, personnel cost (if this is required as an extra duty assignment), custodial clean-up costs, etc. as outlined in Board Policy 7510 while the City is using in-door school auditoriums, gymnasiums, or Football Stadiums. No custodial use is need for outside practice fields and basketball courts - Upon request and as stated in this section, the Board agrees to allow the City the use of these facilities. Neither the City nor at the City's approval, shall it's recreation leagues or the general public be permitted to use school facilities for games, practices, or anything related to recreational activities during the school day or while school programs such as, but not



## **INTERLOCAL AGREEMENT**

By And Between The School Board Of Brevard County And City Of Palm Bay, Florida  
Relating To Use Of City and School Board Property

limited to the Board's before and after school childcare program is taking place until 30 minutes before school or 30 minutes after all school programs end each day. Should a school facility not be available due to unforeseen emergency events, the School Board, and Staff retain the right to cancel all recreational events that may have been scheduled prior to the emergency.

- 9) **Scheduling.** Use of Board and City facilities shall be subject to scheduling per mutual benefit of both parties and as outlined in sections 7, 8, and 10 .
- 10) **Usage Rates.** Use of City facilities shall be charged at a special reduced rate.
- 11) **Security.** The Board shall provide necessary supervision and security to reasonably ensure that the City's facilities are protected from damage. During the time that the City conducts programs or allows public use of facilities located on Board property, the City shall provide security at a level to reasonably ensure the Board's facilities are protected from damage.
- 12) **Indemnification.** To the extent allowed by law and subject to the provisions set forth in Sec. 768.28, Florida Statutes, each party is responsible for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities encompassed by this Agreement. Nothing contained within this Agreement requires either party to indemnify the other party for any losses, damages or injuries caused by or otherwise arising from the negligent or wrongful act or omission of its employees, agents or representatives. Neither party, by execution of this Agreement, will be deemed to have waived its statutory right/defense of sovereign immunity, or to have increased its limits of liability under Sec. 768.28, Florida Statutes, as may be amended from time to time. Each party shall retain all rights, defenses, and remedies under Florida law in the event of any claims, suits or other disputes arising from its performance of the obligations under this Agreement. Nothing in this Agreement shall be interpreted to create any causes of action for any third parties not a party to this Agreement.
- 13) **Insurance.** The City shall name and maintain the Board as an additional insured on the City's liability policy. The Board shall provide the City with a copy of a "Notice of Coverage" upon request of the City.
- 14) **Intent of Agreement.** The Board shall not take actions, which will materially prevent the City from carrying out the public recreation intent of this Agreement.
- 15) **Delegation of Contract Management.** The City and the Board delegate ministerial and administrative powers to manage the intent of this Agreement to: On behalf of the City – City Manager or Designee; On behalf of the Board – Superintendent or Designee.
- 16) **Public Records.** Pursuant to section 119.0701, Florida Statutes, the Board and the City shall:
  - a. Retain all records in accordance with Chapter 119.
  - b. Keep and maintain public records required in order to perform the Agreement's requirements.

**INTERLOCAL AGREEMENT**

By And Between The School Board Of Brevard County And City Of Palm Bay, Florida  
Relating To Use Of City and School Board Property


- c. Upon request from the City or Board custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in State Statute or as otherwise provided by law.
- d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements and are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement.
- e. If the City or Board, in its sole discretion, requests a copy of all Public records in possession of the other party, the Board or City shall duplicate and provide to the records, at no cost, all Public records in possession within a reasonable amount of time and in a format that is accessible.

**17) Compliance with local code, rules, policy and State Statutes.** If any provisions of this

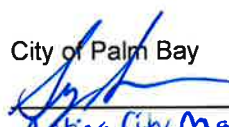
Agreement is determined to be in violation of any applicable Statutes, rule ordinance or policy, this Agreement shall be modified so as to be in compliance.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates below:

ATTEST:


  
12-08-20

City of Palm Bay

  
Acting City Manager, Suzanne Sherman  
Date: 12-7-2020

Approved as to form and legality for City

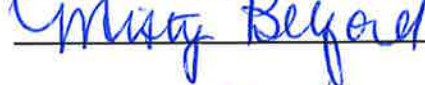
Print Name:

  
Jennifer Cockcroft

ATTEST:

  
Pamela A. Escobar

School Board of Brevard County

  
Misty Beyer  
Date: 12-17-20

Approved as to form and legality for Board

Print Name:

  
Paul G. 365

## **AMENDED AND RESTATED LEASE AGREEMENT**

This **AMENDED AND RESTATED LEASE AGREEMENT** (the "Agreement") is made and entered into as of the last signature date set forth below (the "Effective Date"), by and between SCHOOL BOARD of Brevard County, Florida, a political subdivision of the State of Florida, with a principal place of business at 2700 Judge Fran Jamieson Way, Melbourne, FL 32940 ("SCHOOL BOARD"), and the City of Palm Bay, 120 Malabar Rd SE, Palm Bay, FL 32907 ("CITY")

**WHEREAS**, SCHOOL BOARD and CITY are desirous of cooperating with each other in order for CITY to utilize vacant property owned by SCHOOL BOARD ("PROPERTY") for Disc Golf;

**WHEREAS**, the PROPERTY is located on a 24.22-acre parcel of land in Port Malabar Unit 41 bordered on the North by Krassner Drive NW and on the West by Melbourne Tillman Canal #59 and Fred Poppe Regional Park, with said PROPERTY having been conveyed to SCHOOL BOARD by GENERAL DEVELOPMENT CORPORATION, a corporation no longer in existence;

**WHEREAS**, the PROPERTY has been designated for a future school site and SCHOOL BOARD wishes to lease the PROPERTY, on a temporary basis, until it is needed for the school construction, making improvements upon the PROPERTY which will inure to the benefit of SCHOOL BOARD as it will have to make such improvements in order to build the future school;

**WHEREAS**, Disc Golf will provide physical activities for all residents;

**WHEREAS**, SCHOOL BOARD and CITY desire to enter into this Agreement subject to, and in accordance with, the terms and conditions set forth below.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SCHOOL BOARD and CITY hereby agree to cooperate with each other in carrying out the above purposes and therefore covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Property.
  - a. The PROPERTY was conveyed by GENERAL DEVELOPMENT CORPORATION to SCHOOL BOARD by a certain Warranty Deed recorded on March 20, 1987 in Official Records Book 2784/, Page 2684, of the Public Records of Brevard County, Florida ("DEED"), a copy of which is attached hereto as Exhibit "A."
  - b. The DEED contained a restrictive covenant that the primary use of the PROPERTY be limited to the development, construction, and operation of a public school.
  - c. A copy of a sketch of the PROPERTY, and the overall area plan of the area is attached hereto as Exhibit "B."
  - d. Brevard County Government has assigned a temporary address (with Parcel ID# 28-36-33-01-A) for the PROPERTY that will not post to the Property Appraiser's website but will be in the Brevard County permitting system to enable the proper permits to be pulled by CITY.
3. Term. The term of this Agreement shall commence on December 15, 2020 and shall continue until 11:59 p.m. on December 14, 2030, unless terminated earlier, and may be renewed annually upon the express written consent of the Parties (the "Term").

4. License to Use. During the Term, subject to all provisions set forth herein, SCHOOL BOARD grants to CITY an exclusive license to use and occupy the PROPERTY, more particularly identified in Section 2 above for the purpose of Disc Golf and related Tournaments, subject to SCHOOL BOARD's right to use the PROPERTY for SCHOOL BOARD-related activities that do not interfere with the Disc Golf Course.

5. Use Fee.

- a. In exchange for the right to use and occupy the PROPERTY as contemplated herein, CITY shall lease this property at a cost of \$10.00 per year.
- b. Notwithstanding the foregoing, SCHOOL BOARD'S Superintendent reserves the right to waive any fees at his discretion.

6. Site Improvements.

- a. CITY is solely responsible for the installation and cost of any site Improvements necessary for Disc Golf.
- b. CITY shall cause for a barrier to be constructed to separate the improved and unimproved residential lots abutting the PROPERTY.
- c. All leasehold Improvements shall remain on the site and will inure to the benefit of SCHOOL BOARD in the event of contract termination. Should termination take place, the SCHOOL BOARD will advise the CITY which improvement must stay and those that must be removed. The CITY shall be responsible for the cost of removal of improvements not wanted by the SCHOOL BOARD.

7. Conditions of Use.

- a. CITY shall take all measures necessary to prevent disturbances of residents in the area of the PROPERTY when in use.
- b. CITY shall take all measures necessary to prevent parking or trespassing on residential lots during the use of the PROPERTY.
- c. CITY may, and SCHOOL BOARD hereby expressly waives its Policies related to, the sale, use, and consumption of beer, wine, and alcoholic beverages on the PROPERTY. CITY agrees to abide by all laws relating to the service of alcohol, including, but not limited to, Sections 562.11 (selling, giving, or serving alcoholic beverages to a person under 21 years of age), 562.111, and Chapter 856 of the Florida Statutes and any and all applicable ordinances, rules, or regulations from all entities having jurisdiction. CITY fully releases, indemnifies, and holds harmless SCHOOL BOARD, its agents, servants, and employees, with regard to any injury sustained by any person as a result of the service to or consumption of alcohol by any person during use of the PROPERTY.
- d. The CITY shall be responsible for all activities, accidents, losses, and liabilities that occur on this property in the same manner as a property owner. The SCHOOL BOARD shall have no obligations or liabilities as a property owner that occurs on the site during the term of this lease as that right is being transferred to the CITY during the term of this lease.
- e. The CITY shall be responsible for any exposures to general liability or pollution liability and any and all other risks associated with this property both those above ground and underground for the term of the lease. In the event there is any issue in either of these areas, the CITY shall resolve them at no cost to the SCHOOL BOARD.

8. Permits.

- a. The CITY shall obtain a permit from SCHOOL BOARD's Permitting Department for any site improvements necessary for Disc Golf. A Certificate of Completion for any such improvements shall be obtained prior to use of the PROPERTY.
- b. The CITY shall obtain and maintain any and all permits necessary for Disc Golf from all entities having jurisdiction.

9. Utilities. During the Term, the CITY shall be responsible for and shall pay all charges incurred for utility service to the PROPERTY, including electric, water, and sewer, as applicable. SCHOOL BOARD does not warrant the uninterrupted supply of any utility and shall not be liable for any damages resulting to the CITY from the interruption of any of the aforementioned services.

10. Legal Compliance. During the Term, the CITY shall comply with all federal, state, and local laws, regulations, or ordinances.

**11. NOTICE - CRIMINAL BACKGROUND SCREENING. THE CITY AFFIRMATIVELY STATES, AND SCHOOL BOARD EXPRESSLY ACKNOWLEDGES, THAT INDIVIDUALS WHO HAVE NOT BEEN SUBJECTED TO CRIMINAL BACKGROUND SCREENING AS REQUIRED UNDER SECTION 1012.32, FLORIDA STATUTES, MAY BE PRESENT ON THE PROPERTY DURING THE TERM.**

12. Assumption of Risk. The CITY expressly acknowledges and agrees that it assumes any and all risk of bodily injury, personal injury, death, or property damage or loss arising out of or related to the use of the PROPERTY for the purpose contemplated by this Agreement suffered by anyone utilizing the PROPERTY for Disc Golf. The CITY acknowledges and agrees that the SCHOOL BOARD has not made any promises, guarantees, or warranties regarding the adequacy or fitness of the PROPERTY for the purpose contemplated by this Agreement, and the City hereby agrees to accept the PROPERTY in an "AS IS" condition with all faults, known and unknown. TO THE EXTENT PERMITTED BY LAW, SCHOOL BOARD HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, RELATED TO THE CITY'S USE OF THE PROPERTY FOR THE PURPOSE CONTEMPLATED BY THIS AGREEMENT. Nothing herein shall be deemed a waiver by SCHOOL BOARD of its sovereign immunity rights under the laws of the State of Florida, nor deemed as consent by SCHOOL BOARD to be sued by third parties.

13. Indemnification. To the extent allowed by law, City shall release, indemnify, defend, and hold harmless SCHOOL BOARD, their agents, servants, and employees, from all liability resulting from the City's negligence or intentional acts for any injury or damage which occurs on the PROPERTY or the adjacent properties pursuant to this Agreement and which occurs during the course of Disc Golf Activities. This Agreement to indemnify and hold harmless includes an obligation to indemnify and hold SCHOOL BOARD harmless for any negligence on the part of CITY. The CITY's promise to indemnify and hold harmless also includes an obligation to assume responsibility for reasonable expenses of investigation, litigation, judgment, and/or settlement of any complaint, claim, or legal action, up to the sovereign immunity limits. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities granted to SCHOOL BOARD and the City of Palm Bay as provided by law.

14. Insurance.

- a. At all times during the Term, unless the CITY asserts its rights to the protections and coverage found in Florida Statute 768.28, the CITY shall provide and maintain, at its sole cost and expense, and furnish a Certificate of Insurance naming The School Board of Brevard County, Florida as certificate holder and additional insured with general liability limits of at least \$1,000,000.00 per occurrence, \$10,000,000.00 aggregate.

- b. Failure to have adequate proof of current insurance meeting the requirements of this section or to file such proof with SCHOOL BOARD shall entitle SCHOOL BOARD to immediately suspend the privilege of the CITY to use the PROPERTY until such proof is furnished and shall warrant termination of this Agreement, provided; that SCHOOL BOARD notifies the CITY of the CITY'S failure to deliver such certificate, and further provided that the CITY does not deliver such certificate within ten (10) days after such notice by SCHOOL BOARD. By requiring this insurance, SCHOOL BOARD does not represent that coverage and limits will necessarily be adequate to protect the CITY, and such coverage and limits shall not be deemed as a limitation on the CITY's liability under this Agreement.
  - c. Nothing herein shall be deemed a waiver by SCHOOL BOARD of its rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes, nor any sovereign immunity rights beyond any statutory limited waiver that may have been or may be adopted by the Florida Legislature. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity.
15. No Assignment or Subletting. The CITY shall not assign or transfer this Agreement or sublet any portion of the PROPERTY without the written consent of SCHOOL BOARD.
16. No Joint Venture. The CITY acknowledges and agrees that SCHOOL BOARD's sole role in this matter is to authorize the CITY to use and occupy the PROPERTY for the purposes described herein. This Agreement does not constitute a Joint venture between the CITY and the SCHOOL BOARD.
17. Public Records.
- a. IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BREVARD COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS AT [Plguero.Casey@BrevardSchools.org](mailto:Plguero.Casey@BrevardSchools.org), 321-633-1000 ext. 453, The School Board of Brevard County, Florida, 2700 Judge Fran Jamieson Way, Viera, FL 32940.
  - b. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, F.S., which generally makes public all records or other writings made by or received by the Parties. The CITY acknowledges its legal obligation to comply with Section 119.0701, F.S. The CITY shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by SCHOOL BOARD in order to perform the scope of services. The CITY shall comply with all requirements for retaining public records and shall transfer, at no cost to SCHOOL BOARD, all public records in the possession of the CITY upon a request for such public records. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.
  - c. A request to inspect or copy public records relating to SCHOOL BOARD's contract for services must be made directly to SCHOOL BOARD's Custodian of Public Records. If SCHOOL BOARD does not possess the requested records, SCHOOL BOARD's Custodian of Public Records shall immediately notify the CITY of the request. The CITY must provide a copy of the records to SCHOOL BOARD or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. If the CITY does

not timely comply with SCHOOL BOARD's request for records, SCHOOL BOARD shall be able to sue for breach of contract and the prevailing Party shall be entitled to attorney's fees.

d. Should the CITY fail to provide the requested public records to SCHOOL BOARD within a reasonable time, the CITY understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, Florida Statutes.

e. The CITY shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if the CITY does not transfer the records to SCHOOL BOARD. Upon completion, expiration, or termination of this Agreement, the CITY shall transfer, at no cost to SCHOOL BOARD, all public records in its possession or keep and maintain public records required by SCHOOL BOARD to perform the services. If the CITY transfers all public records to SCHOOL BOARD, the CITY shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CITY keeps and maintains public records upon completion, expiration, or termination of this Agreement, the CITY shall meet all applicable requirements for retaining public records and provide requested records to SCHOOL BOARD pursuant to the requirements of this Article. All public records stored electronically must be provided to SCHOOL BOARD in a format that is compatible with the information technology systems of SCHOOL BOARD.

18. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly received as of (a) the date and time the same are personally delivered or transmitted electronically (i.e., facsimile or e-mail); (b) within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or (c) within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

CITY: Parks and Recreation Director  
1150 DeGroodt Road SW  
Palm Bay, FL 32908  
Email: [Fred.Poppe@palmbayflorida.org](mailto:Fred.Poppe@palmbayflorida.org)

SCHOOL BOARD: Superintendent  
2700 Judge Fran Jamieson Way  
Viera, FL 32940  
Email: [aguirre.tammy@brevardschools.org](mailto:aguirre.tammy@brevardschools.org)

19. Non-Discrimination. During the Term, the CITY shall not discriminate on the basis of age, race, national origin, color, ethnicity, genetic information, religion, sex, gender, sexual orientation, pregnancy, disability, marital status, veteran status, ancestry, or political affiliation in any program or activity conducted on or about the Facility.

20. Force Majeure. If the PROPERTY is rendered unsuitable by reason of force majeure, the Parties are released from their respective obligations under this Agreement. Force majeure shall mean fire, earthquake, hurricane, water event, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the Parties.



21. Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of Florida, with venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Brevard County, Florida; each Party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

22. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

23. Counterparts. This Agreement may be executed in counterpart copies, including facsimile and electronic mail signatures, each of which shall be deemed to constitute one original document. The Parties may execute different counterparts of this Agreement, and, If they do so, the signature pages from the different counterparts may be combined to provide one Integrated document and taken together shall constitute one and the same instrument.

24. Third Party Obligations. This Agreement is made solely for the benefit of the Parties named in this Agreement, and is not intended to create rights or any causes of action in any third parties.

25. Waiver. No waiver of any provision of this Agreement, or any right or remedy arising under any provision of this Agreement, shall be effective unless such waiver is in writing and executed by an authorized representative of the waiving Party. No waiver with respect to a specific circumstance or event shall be deemed a waiver as to any other circumstance or event.

26. Participation. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any Party regardless of which Party is deemed to have drafted the Agreement.

27. Termination. This Agreement may be terminated by the SCHOOL BOARD or the CITY at any time and for any reason upon 60 days' written notice to the other Party. In the event of termination, a Party shall remain responsible for its respective obligations arising under this Agreement during the period the Agreement remains in effect. Notwithstanding the foregoing, the obligations set forth in paragraphs 4, 6, 10, 12-17, and 20-25 shall survive the termination of this Agreement.

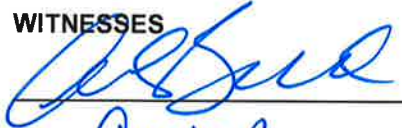
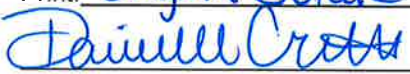
28. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any Party to the extent incorporated into this Agreement.

29. Amendments and Modifications. No Amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the Parties.


**SIGNATURES TO FOLLOW**

**IN WITNESS WHEREOF**, THIS Agreement was executed on the date(s) set forth below.


**WITNESSES**

  
Print: Angela Burak  
  
Print: Danielle Crofts


**CITY OF PALM BAY**

By:   
Print: Suzanne Sherman  
Its: Acting City Manager  
Date: 12-8-2020

**WITNESSES**

  
Print: Pamela A. Escobar  
\_\_\_\_\_  
Print: \_\_\_\_\_

**SCHOOL BOARD OF BREVARD COUNTY, FL**

By:   
Print: Misty Belford  
Its: School Board Chairman  
Date: 12-17-2020

# Exhibit A

RETURN TO *TL*

CHICAGO TITLE INSURANCE COMPANY  
670 NORTH COURTENAY PKWY.  
MERRITT ISLAND, FLA. 32957

*Rec. 9.00  
Stamps 908.50  
917.50*

9.00  
908.50  
917.50

This instrument prepared by:  
NED M. SHANDLOFF, ESQUIRE  
1111 So. Bayshore Drive  
Miami, Florida 33131

## GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED Made and entered this 12th day of March 1987 by GENERAL DEVELOPMENT CORPORATION, a corporation existing under the laws of Delaware, and having its principal place of business at 1111 South Bayshore Drive, Miami, Florida 33131, hereinafter called the Grantor, to THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, whose post office address is 1260 South Florida Avenue, Rockledge, Florida 32955, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate in Brevard County, Florida, vis:

✓ Tract A of PORT MALABAR UNIT FORTY ONE, according to the plat thereof, as recorded in Plat Book 21, Pages 36 through 42, inclusive, of the Public Records of Brevard County, Florida.

This Deed is executed subject to taxes and special assessments assessed for the year 1987 and all subsequent years and to conditions, easements, limitations and restrictions of record.

Grantee acknowledges that a Development of Regional Impact Scheduling Agreement dated February 10, 1978 has been entered into between General Development Corporation and the Florida Division of State Planning. A Master Plan has been filed pursuant to said Agreement.

The Grantee's development and improvement of this real property shall be in compliance with the Master Plan described above and on file with the Florida Division of State Planning as of the date of the recording of this Deed, or a revised Master Plan with which said Grantee is in agreement. Chapter 380, Florida Statutes, and Chapter 27-F, Florida Administrative Code, shall be applied to this real property notwithstanding the existence of said Development of Regional Impact Scheduling Agreement, and said Grantee shall not be bound by any Development of Regional Impact filing commitments made by Grantor by virtue of said Agreement as distinguished from any legal responsibility imposed upon said Grantee by Chapter 380, Florida Statutes, and Chapter 27-F, Florida Administrative Code.

Further, the following restriction shall remain in full force and effect for a period of twenty years from the date of recordation of this Deed:

The parties acknowledge and agree that the premises shall be used for the sole purpose of school use, and any modification or change in such use will require the consent and approval of Grantor, which consent will not be unreasonably withheld.

If Grantor commences legal proceedings to enforce the provisions of the above restriction, Grantee, its successors or assigns, shall be obligated to pay Grantor's costs and legal expenses.

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TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

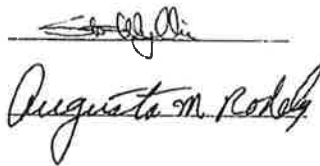
TO HAVE AND TO HOLD, THE SAME IN FEE SIMPLE FOREVER.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances except as above set forth.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

GENERAL DEVELOPMENT CORPORATION



By   
HAROLD W. FENNO, SR. VICE PRES

(CORPORATE SEAL)

STATE OF FLORIDA)  
COUNTY OF DADE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared HAROLD W. FENNO, Senior Vice President of the corporation named as Grantor in the foregoing deed and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of March 1987.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JULY 25, 1990  
BONDED THRU GENERAL INS. UNO.

  
NOTARY PUBLIC  
State of Florida at Large

[illegible]

Fred Poppe  
Regional Park





FRED POPPE REGIONAL PARK DISC GOLF COURSE PROPOSAL





**DESIGNED BY GREGG HOSFELD, WORLD CHAMPION DISC GOLF DESIGN**

**407-701-9058     Hos@WCDGD.com**



**Location:**

24 acres. Brevard County School Board Property Adjacent to Fred Poppe Regional Park

**Summary:**

World Champion Disc Golf Design has designed several of the top ranked courses in Florida and would like to submit a proposal for the design of a Championship level disc golf course at the Fred Poppe Regional Park.

This 200-acre park is home to Brevard Soccer Alliance, Bayside Bears, and the Brevard Caribbean American Sports and Cultural Association. There are also four lakes for fishing. The park has two large pavilions and one small pavilion, all with charcoal grills and restrooms. Additional facilities include lighted multi-purpose athletic fields, basketball and volleyball courts, picnic areas, playground, bicycle/walking trails, lighted softball and baseball fields, dog park for small and large dogs, and ponds.

Ted Whitlock Community Center is located inside Fred Poppe Regional Park would be an ideal location to headquarter professional disc golf tournaments.

**Design Services:**

Gregg Hosfeld: Master Designer

The concept would be to create a **Par 62-65** disc golf course which would be appropriate for multiple levels of players from beginners to professional using multiple tees and multiple baskets. The disc golf course would be appropriate to host Professional Disc Golf tournaments



and local disc golf players would enjoy the course on a regular basis while it will also attract new players.

Design services will include design only through marking, staking and identifying areas for clearing. Designer will not install equipment or perform any clearing. Designer will work with park staff to ensure the course is installed as per the Designer's vision and can be on site to answer any questions in all phases of the project. The client will have the final authority in the location of all tee pads and equipment.

Baskets can be purchased through the Designer at same lowest price as client can receive directly from manufacturer. Designer will make recommendation on which baskets to use and work with client to select the appropriate one for the project out of the top three brands.

Tee signs, a large overview sign, directional signs and caution signs will be purchased by client to ensure greater safety and better playability as players will need signage to plan their shots and more easily navigate the course.

**Design fees:** Designer estimates 30 days on site on and off throughout the project. Designer will also work off-site. Designer will bill client after each completed phase of the design.

#### **Design Phases:**

*Phase One:* Routing – Designer will spend 8-12 days on site and walk the land to create a route of the disc golf course. This routing will show the general locations of the fairways. At the end of this phase, the Designer will provide the Client a map of the locations of where the course starts and where it ends and draw the general locations of where the fairways would exist. The final design will not deviate much from this route but Designer reserves the right to change the design slightly if any need arises. At the end of this phase, design is considered 60% completed. Designer may mark some areas for clearing with paint, ribbons, stakes, and flags.

Designer to be paid \$4,200.

*Phase Two:* Fairway Design – Client will clear all areas marked by Designer in Phase One. Designer will mark more areas for clearing with paint, ribbons, stakes, and flags. Client will clear all areas marked by Designer until fairways are cleared as per Designer's vision. Designer will communicate with the park staff to clarify and answer any questions on as needed basis. Designer will be on-site as needed and will offer walk-thrus to help clearing crew understand what areas are marked for clearing and answer any questions. Designer may be on-site to finish designing the internal shape of fairway while the clearing crew is clearing other areas. Once major clearing is achieved in this phase, there is a walk-thru so client can see the locations of the fairways.

Designer to be paid \$1,800.

*Phase Three:* Designer will walk thru with crew to explain fine-tuning final clearing and final tree-limbing. Designer will be on-site to answer any questions and available by phone. Designer will stake/flag final locations of tee pads and baskets. Client will install tee pads, baskets, sign posts and attach all signs once received. Baskets will not be attached or installed until a final walk-thru with client has been

performed by Designer to ensure all has been achieved as desired. Course will open for public play only once signs have been attached and it is fully completed.

Designer to be paid: \$1,000

**Designer Expenses:** 30 days on site. Any additional time required on site will not be billed to Client.

Mileage for Travel, Lodging & Per Diem included in flat fee.

### **Equipment:**

**Baskets** can be purchased with number plates on top, flags, custom colors and different types of warranties. Designer will work with client to select the best option for the project.

Professional Baskets: 18 or 36 Baskets by leading manufacturers.

18 basket pricing depending on features and warranty, **\$6,000 - \$9,000 includes freight.**

36 baskets pricing depending on features and warranty, **\$12,000 - \$18,000 includes freight.**

**Tee Signs** will be required on each tee pad and a large overview sign would be installed by client at the entrance of the course.

Signs can be provided by client or designer at additional cost. WCDGC offers High Pressure Laminate signs of various size and thickness (10 year warranty), as well as varying sign post and mounting options.

Total Signs required: About 55-60 Signs.

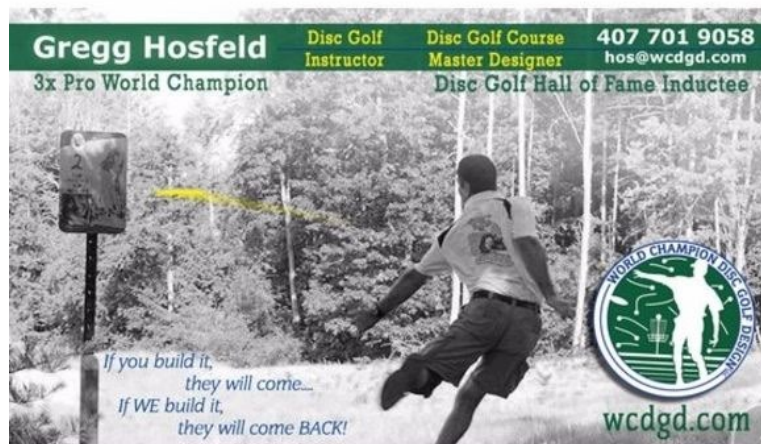
36 – 9" x 12" Tee signs for 36 Tees, 1- 5' x 3' Overview/Rules combination sign, 17-Directional arrows, 5-8 additional directional or informational signs.

**\$7,000 - \$7,500 for all signs at a 36 tee pad course.**

**\$5,000 - \$5,500 for all signs at a 18 tee pad course**

**Price includes all shipping costs on these signs.**

**Questions:** Please contact Gregg Hosfeld at 407-701-9058, [hos@wcdgd.com](mailto:hos@wcdgd.com)



# 2020 PDGA & DISC GOLF YEAR-END DEMOGRAPHICS

## 2020 PDGA MEMBERSHIP INFORMATION

|   |              |         |        |
|---|--------------|---------|--------|
| Latest New PDGA Number (since 1976):                                      |              | 156,722 |        |
| Active Members:   |              | 71,016  |        |
| Membership Classification   | Amateur      | 83%     | 58,992 |
|   | Professional | 17%     | 12,024 |
| Gender  | Female       | 7%      | 4,752  |
|   | Male         | 93%     | 66,264 |
| Of the 71,016 active PDGA members in 2020, 3,871 are junior aged members. |              |         |        |

## ACTIVE MEMBERS BY YEAR

|      |        |      |        |
|------|--------|------|--------|
| 2009 | 14,326 | 2015 | 30,454 |
| 2010 | 15,451 | 2016 | 35,662 |
| 2011 | 16,609 | 2017 | 41,067 |
| 2012 | 18,089 | 2018 | 46,457 |
| 2013 | 20,587 | 2019 | 53,366 |
| 2014 | 24,443 | 2020 | 71,016 |

## PDGA TOUR STATS BY YEAR

| Year | Events | Competitors | Pro Purse   |
|------|--------|-------------|-------------|
| 2010 | 1,215  | 86,627      | \$2,215,967 |
| 2011 | 1,338  | 92,055      | \$2,168,672 |
| 2012 | 1,688  | 107,006     | \$2,259,297 |
| 2013 | 1,891  | 121,718     | \$2,533,450 |
| 2014 | 2,124  | 142,815     | \$2,912,639 |
| 2015 | 2,581  | 175,183     | \$3,566,803 |
| 2016 | 3,117  | 205,385     | \$3,959,190 |
| 2017 | 3,521  | 235,094     | \$4,510,720 |
| 2018 | 4,031  | 286,870     | \$4,851,643 |
| 2019 | 4,651  | 322,491     | \$5,579,546 |
| 2020 | 3,437  | 257,905     | \$4,082,653 |

## PDGA MEDIA STATISTICS

|                      |                        |
|----------------------|------------------------|
| DiscGolfer Magazine: | 60,000+ subscribers    |
| Twitter:             | 43,000+                |
| Instagram:           | 55,000+                |
| E-Newsletter:        | 82,000+                |
| Facebook:            | 90,000+                |
| Flickr:              | 5,600,000+ total views |

## MOST PDGA MEMBERS RANKED BY LOCATION

| Location          | Members | Courses | Events |
|-------------------|---------|---------|--------|
| 1. Texas          | 4,752   | 465     | 233    |
| 2. California     | 3,861   | 333     | 93     |
| 3. Finland        | 3,317   | 707     | 197    |
| 4. Michigan       | 3,111   | 305     | 165    |
| 5. North Carolina | 2,843   | 276     | 122    |
| 6. Florida        | 2,490   | 181     | 90     |
| 7. Sweden         | 2,157   | 218     | 154    |
| 8. Ohio           | 2,153   | 269     | 64     |
| 9. Illinois       | 2,054   | 285     | 60     |
| 10. Canada        | 2,050   | 300     | 88     |

## TOTAL DISC GOLF COURSES BY YEAR

|      |       |      |       |
|------|-------|------|-------|
| 1975 | 1     | 2013 | 4,060 |
| 1985 | 250   | 2014 | 4,723 |
| 1995 | 560   | 2015 | 5,500 |
| 2000 | 1,145 | 2016 | 6,976 |
| 2005 | 1,973 | 2017 | 7,521 |
| 2010 | 3,276 | 2018 | 8,364 |
| 2011 | 3,485 | 2019 | 8,463 |
| 2012 | 3,762 | 2020 | 9,342 |



# 2020 PDGA & DISC GOLF YEAR-END DEMOGRAPHICS

## MOST COURSES RANKED BY COUNTRY

|               |       |                |     |
|---------------|-------|----------------|-----|
| United States | 6,936 | United Kingdom | 103 |
| Finland       | 707   | Czech Republic | 93  |
| Canada        | 300   | Norway         | 99  |
| Sweden        | 218   | Japan          | 75  |
| Estonia       | 146   | Denmark        | 63  |
| Germany       | 124   | Australia      | 64  |

## PDGA WORLD CHAMPIONSHIPS PARTICIPATION

| Year            | Pro | Amateur | Junior |
|-----------------|-----|---------|--------|
| 2010            | 307 | 428     | 76     |
| 2011            | 432 | 400     | 44     |
| 2012            | 390 | 620     | 86     |
| 2013            | 299 | 476     | 60     |
| 2014            | 390 | 519     | 93     |
| 2015            | 405 | 634     | 118    |
| 2016            | 415 | 460     | 107    |
| 2017            | 382 | 508     | 110    |
| 2018            | 454 | 677     | 194    |
| 2019            | 404 | 698     | 207    |
| 2020 (not held) | 0   | 0       | 0      |

## PDGA.COM WEBSITE ANALYTICS

|                  |              |
|------------------|--------------|
| Sessions:        | 13,208,987   |
| Unique visitors: | 3,647,003    |
| Pageviews:       | 49,120,994   |
| Avg. Pageviews:  | 3.72         |
| Avg. Duration:   | 3:50 minutes |

## PDGA DIGITAL SCORECARD

|               |         |
|---------------|---------|
| Events        | 2,038   |
| Rounds        | 306,749 |
| Tournaments   | 1,857   |
| Leagues       | 181     |
| League Rounds | 24,311  |

## MEMBERS BY AGE

|       |      |
|-------|------|
| 0-9   | 1%   |
| 10-19 | 5%   |
| 20-29 | 25%  |
| 30-39 | 36%  |
| 40-49 | 19%  |
| 50-59 | 11%  |
| 60-69 | 4%   |
| 70+   | 0.5% |

## MEMBERS BY HOUSEHOLD INCOME (US\$)

|                     |     |
|---------------------|-----|
| Less than \$20,000  | 6%  |
| \$20K - \$34,999    | 12% |
| \$35K - \$49,999    | 14% |
| \$50K - \$74,999    | 21% |
| \$75K - \$99,999    | 16% |
| \$100K - \$149,999  | 16% |
| \$150K - \$199,999  | 5%  |
| More than \$200,000 | 3%  |

## MEMBERS BY EDUCATION

|                 |     |
|-----------------|-----|
| High School     | 32% |
| Some College    | 20% |
| College Degree  | 35% |
| Master's Degree | 10% |
| PhD, MD, or JD  | 3%  |

## PREMIUM MEMBERS

|                      |       |
|----------------------|-------|
| Eagle Club           | 136   |
| Ace Club             | 1,068 |
| Birdie Club          | 1,146 |
| PDGA Affiliate Clubs | 239   |

*Notes: These indicators which highlight the growth of disc golf are taken from the PDGA database, the online Course Directory, and periodic PDGA membership surveys.*



# 2020 PDGA & DISC GOLF YEAR-END DEMOGRAPHICS

| MEMBERS                   | 2020   | 2019   | % CHANGE |
|---------------------------|--------|--------|----------|
| Active Members            | 71,016 | 53,366 | 33.07%   |
| New Members               | 26,632 | 14,492 | 83.77%   |
| Renewing Members          | 44,384 | 38,874 | 14.17%   |
| Junior Aged Members       | 3,871  | 2,585  | 49.75%   |
| Latest Member No. 156,722 |        |        |          |

| CLASSIFICATION | 2020   | 2019   | % CHANGE |
|----------------|--------|--------|----------|
| Professionals  | 12,024 | 10,677 | 12.62%   |
| Amateurs       | 58,992 | 42,689 | 38.19%   |

| GENDER | 2020   | 2019   | % CHANGE |
|--------|--------|--------|----------|
| Male   | 66,264 | 49,540 | 33.76%   |
| Female | 4,752  | 3,826  | 24.20%   |

| COURSES & EVENTS      | 2020        | 2019        | % CHANGE |
|-----------------------|-------------|-------------|----------|
| Directory Listings    | 9,342       | 8,463       | 10.39%   |
| PDGA Tour Events      | 3,437       | 4,651       | -26.10%  |
| PDGA Tour Purse       | \$4,082,653 | \$5,579,546 | -26.83%  |
| PDGA Tour Competitors | 257,905     | 322,491     | -20.03%  |

| 2020 & 2019 PDGA GLOBAL |         |         |         |
|-------------------------|---------|---------|---------|
| USA                     | Members | Courses | Events  |
| USA - 2020              | 56,943  | 6,936   | 2,592   |
| USA - 2019              | 42,006  | 6,643   | 3,464   |
| % Change                | 35.56%  | 4.41%   | -25.17% |
| Europe                  | Members | Courses | Events  |
| Europe - 2020           | 10,950  | 1,834   | 678     |
| Europe - 2019           | 8,924   | 1,674   | 922     |
| % Change                | 22.70%  | 9.56%   | -26.46% |
| Canada                  | Members | Courses | Events  |
| Canada - 2020           | 2,050   | 300     | 88      |
| Canada - 2019           | 1,565   | 276     | 138     |
| % Change                | 30.99%  | 8.70%   | -36.23% |

| 2020 & 2019 PDGA GLOBAL     |         |         |         |
|-----------------------------|---------|---------|---------|
| Africa/Asia/Oceania & Other | Members | Courses | Events  |
| AAO&O - 2020                | 1,025   | 241     | 74      |
| AAO&O - 2019                | 845     | 223     | 122     |
| % Change                    | 21.30%  | 8.07%   | -39.34% |
| Latin America & Caribbean   | Members | Courses | Events  |
| LA & C - 2020               | 48      | 31      | 5       |
| LA & C - 2019               | 26      | 27      | 4       |
| % Change                    | 84.62%  | 14.81%  | 25.00%  |
| Combined Total              | Members | Courses | Events  |
| 2020                        | 71,016  | 9,342   | 3,437   |
| 2019                        | 53,366  | 8,843   | 4,650   |
| Total Growth                | 33.07%  | 5.64%   | -26.09% |

| PDGA USA          |         |         |        |
|-------------------|---------|---------|--------|
| State             | Members | Courses | Events |
| Alabama           | 1,129   | 117     | 62     |
| Alaska            | 205     | 38      | 23     |
| Arizona           | 901     | 75      | 41     |
| Arkansas          | 683     | 115     | 30     |
| California        | 3,861   | 333     | 93     |
| Colorado          | 1,802   | 205     | 49     |
| Connecticut       | 377     | 31      | 7      |
| Delaware          | 188     | 13      | 13     |
| Dist. Of Columbia | 30      | 0       | 0      |
| Florida           | 2,490   | 181     | 90     |
| Georgia           | 1,976   | 138     | 125    |
| Hawaii            | 46      | 15      | 1      |
| Idaho             | 443     | 100     | 21     |
| Illinois          | 2,054   | 285     | 60     |
| Indiana           | 1,474   | 182     | 115    |
| Iowa              | 963     | 291     | 55     |
| Kansas            | 1,083   | 265     | 70     |
| Kentucky          | 1,180   | 115     | 73     |
| Louisiana         | 504     | 57      | 19     |



# 2020 PDGA & DISC GOLF YEAR-END DEMOGRAPHICS

| PDGA USA       |         |         |         |
|----------------|---------|---------|---------|
| State          | Members | Courses | Events  |
| Maine          | 485     | 75      | 13      |
| Maryland       | 643     | 50      | 28      |
| Massachusetts  | 770     | 57      | 20      |
| Michigan       | 3,111   | 305     | 165     |
| Minnesota      | 1,467   | 340     | 44      |
| Mississippi    | 439     | 95      | 19      |
| Missouri       | 1,619   | 185     | 71      |
| Montana        | 177     | 64      | 15      |
| Nebraska       | 357     | 109     | 35      |
| Nevada         | 381     | 37      | 13      |
| New Hampshire  | 464     | 32      | 35      |
| New Jersey     | 609     | 40      | 28      |
| New Mexico     | 230     | 51      | 4       |
| New York       | 1,145   | 138     | 57      |
| North Carolina | 2,843   | 276     | 122     |
| North Dakota   | 119     | 64      | 5       |
| Ohio           | 2,153   | 269     | 64      |
| Oklahoma       | 1,222   | 172     | 63      |
| Oregon         | 1,542   | 142     | 95      |
| Pennsylvania   | 1,779   | 207     | 69      |
| Rhode Island   | 89      | 4       | 2       |
| South Carolina | 1,066   | 123     | 68      |
| South Dakota   | 174     | 77      | 16      |
| Tennessee      | 1,799   | 154     | 73      |
| Texas          | 4,752   | 465     | 233     |
| Utah           | 614     | 78      | 30      |
| Vermont        | 212     | 44      | 14      |
| Virginia       | 1,538   | 135     | 92      |
| Washington     | 1,741   | 134     | 59      |
| West Virginia  | 337     | 67      | 25      |
| Wisconsin      | 1,539   | 351     | 62      |
| Wyoming        | 99      | 40      | 6       |
| APO/AE         | 39      | 0       | 0       |
| USA - 2020     | 56,943  | 6,936   | 2,592   |
| USA - 2019     | 42,006  | 6,643   | 3,464   |
| % Change       | 35.56%  | 4.41%   | -25.17% |

| PDGA EUROPE    |         |         |         |
|----------------|---------|---------|---------|
| Country        | Members | Courses | Events  |
| Aland Islands  | 3       | 2       | 0       |
| Austria        | 196     | 20      | 8       |
| Belarus        | 0       | 1       | 0       |
| Belgium        | 41      | 8       | 4       |
| Croatia        | 30      | 5       | 10      |
| Czech Republic | 276     | 93      | 19      |
| Denmark        | 550     | 63      | 31      |
| Estonia        | 1,018   | 146     | 42      |
| Finland        | 3,317   | 707     | 197     |
| France         | 331     | 68      | 18      |
| Germany        | 504     | 124     | 33      |
| Greece         | 2       | 0       | 0       |
| Hungary        | 22      | 3       | 3       |
| Iceland        | 143     | 51      | 14      |
| Ireland        | 12      | 4       | 4       |
| Italy          | 27      | 6       | 1       |
| Latvia         | 56      | 8       | 11      |
| Lithuania      | 79      | 11      | 14      |
| Luxembourg     | 6       | 2       | 0       |
| Netherlands    | 123     | 20      | 11      |
| Norway         | 1,249   | 99      | 50      |
| Poland         | 57      | 10      | 4       |
| Portugal       | 7       | 1       | 0       |
| Romania        | 0       | 1       | 0       |
| Russia         | 31      | 6       | 9       |
| Serbia         | 21      | 0       | 4       |
| Slovakia       | 28      | 9       | 2       |
| Slovenia       | 28      | 6       | 3       |
| Spain          | 74      | 12      | 8       |
| Sweden         | 2,157   | 218     | 154     |
| Switzerland    | 165     | 29      | 5       |
| Ukraine        | 35      | 2       | 5       |
| United Kingdom | 362     | 99      | 14      |
| Total          | Members | Courses | Events  |
| Europe - 2020  | 10,950  | 1,834   | 678     |
| Europe - 2019  | 8,924   | 1,674   | 922     |
| % Change       | 22.70%  | 9.56%   | -26.46% |





# 2020 PDGA & DISC GOLF YEAR-END DEMOGRAPHICS

## PDGA CANADA

| Country           | Members        | Courses        | Events        |
|-------------------|----------------|----------------|---------------|
| Alberta           | 354            | 56             | 32            |
| British Columbia  | 517            | 76             | 9             |
| Manitoba          | 69             | 18             | 6             |
| New Brunswick     | 45             | 5              | 4             |
| Nova Scotia       | 94             | 14             | 6             |
| Nunavut           | 1              | 1              | 0             |
| Ontario           | 683            | 74             | 12            |
| Prince Edward Is. | 59             | 5              | 9             |
| Quebec            | 126            | 27             | 5             |
| Saskatchewan      | 90             | 19             | 5             |
| Yukon/NWT         | 12             | 5              | 0             |
| <b>Total</b>      | <b>Members</b> | <b>Courses</b> | <b>Events</b> |
| Canada - 2020     | 2,050          | 300            | 88            |
| Canada - 2019     | 1,565          | 276            | 138           |
| % Change          | 30.99%         | 8.70%          | -36.23%       |

## PDGA AFRICA, ASIA, OCEANIA, & OTHER

| Country                        | Members | Courses | Events |
|--------------------------------|---------|---------|--------|
| Antarctica                     | 0       | 1       | 0      |
| Australia                      | 386     | 64      | 28     |
| British Indian Ocean Territory | 0       | 1       | 0      |
| Cambodia                       | 7       | 1       | 2      |
| China and Hong Kong            | 48      | 2       | 2      |

## PDGA AFRICA, ASIA, OCEANIA, & OTHER

| Country     | Members | Courses | Events |
|-------------|---------|---------|--------|
| Ethiopia    | 4       | 2       | 1      |
| Guam        | 0       | 1       | 0      |
| India       | 1       | 0       | 0      |
| Iran        | 0       | 1       | 0      |
| Israel      | 2       | 3       | 0      |
| Japan       | 108     | 75      | 9      |
| Kenya       | 0       | 1       | 0      |
| Malaysia    | 39      | 8       | 6      |
| Mauritius   | 1       | 0       | 0      |
| Mongolia    | 0       | 1       | 0      |
| Mozambique  | 0       | 0       | 0      |
| Namibia     | 0       | 1       | 0      |
| New Zealand | 275     | 37      | 14     |
| Philippines | 2       | 2       | 0      |
| Qatar       | 1       | 1       | 0      |

## PDGA AFRICA, ASIA, OCEANIA, & OTHER

| Country              | Members        | Courses        | Events        |
|----------------------|----------------|----------------|---------------|
| Saudi Arabia         | 3              | 0              | 0             |
| Singapore            | 33             | 3              | 3             |
| South Africa         | 2              | 5              | 0             |
| South Korea          | 32             | 14             | 3             |
| Taiwan               | 20             | 4              | 1             |
| Thailand             | 23             | 8              | 3             |
| Togo                 | 0              | 1              | 0             |
| Turkey               | 0              | 1              | 0             |
| United Arab Emirates | 0              | 0              | 0             |
| Uzbekistan           | 0              | 1              | 0             |
| Vietnam              | 7              | 1              | 1             |
| Zambia               | 31             | 1              | 1             |
| <b>Total</b>         | <b>Members</b> | <b>Courses</b> | <b>Events</b> |
| A, A, O, & A - 2020  | 1,025          | 241            | 74            |
| A, A, O, & A - 2018  | 610            | 206            | 99            |
| % Change             | 68.03%         | 16.99%         | -25.25%       |

## PDGA LATIN AMERICA & CARIBBEAN

| Country             | Members        | Courses        | Events        |
|---------------------|----------------|----------------|---------------|
| Argentina           | 0              | 1              | 0             |
| Bahamas             | 0              | 0              | 0             |
| Belize              | 10             | 3              | 3             |
| Brazil              | 2              | 0              | 0             |
| Colombia            | 4              | 4              | 0             |
| Costa Rica          | 2              | 3              | 0             |
| Cuba                | 0              | 1              | 0             |
| Curacao             | 0              | 1              | 0             |
| Dominican Republic  | 0              | 1              | 0             |
| Ecuador             | 0              | 1              | 0             |
| Guatemala           | 0              | 0              | 0             |
| Honduras            | 0              | 3              | 0             |
| Mexico              | 20             | 6              | 1             |
| Nicaragua           | 3              | 5              | 1             |
| Peru                | 0              | 1              | 0             |
| Puerto Rico         | 7              | 0              | 0             |
| U.S. Virgin Islands | 0              | 1              | 0             |
| <b>Total</b>        | <b>Members</b> | <b>Courses</b> | <b>Events</b> |
| LA & C - 2020       | 48             | 31             | 5             |
| LA & C - 2019       | 26             | 27             | 4             |
| % Change            | 84.62%         | 14.81%         | 25.00%        |





# 2020 PDGA & DISC GOLF YEAR-END DEMOGRAPHICS

**MEMBERSHIPS BY AGE**

| Age          | 2020          | % Current      |
|--------------|---------------|----------------|
| 0 - 4        | 366           | 0.52%          |
| 5 - 9        | 316           | 0.44%          |
| 10 - 14      | 1,184         | 1.67%          |
| 15 - 19      | 2,711         | 3.82%          |
| 20 - 24      | 6,469         | 9.11%          |
| 25 - 29      | 12,113        | 17.06%         |
| 30 - 34      | 14,347        | 20.20%         |
| 35 - 39      | 10,649        | 15.00%         |
| 40 - 44      | 7,802         | 10.99%         |
| 45 - 49      | 5,322         | 7.49%          |
| 50 - 54      | 3,870         | 5.45%          |
| 55 - 59      | 2,981         | 4.20%          |
| 60 - 64      | 1,766         | 2.49%          |
| 65 - 69      | 783           | 1.10%          |
| 70 - 74      | 268           | 0.38%          |
| 75 - 79      | 51            | 0.07%          |
| 80+          | 18            | 0.03%          |
| <b>Total</b> | <b>71,016</b> | <b>100.00%</b> |

**MEMBERSHIP GROWTH BY AGE**

| Age                 | 2020          | 2019          | % Change      |
|---------------------|---------------|---------------|---------------|
| 0 - 4               | 366           | 272           | 34.56%        |
| 5 - 9               | 316           | 257           | 22.96%        |
| 10 - 14             | 1,184         | 797           | 48.56%        |
| 15 - 19             | 2,711         | 1,704         | 59.10%        |
| 20 - 24             | 6,469         | 4,012         | 61.24%        |
| 25 - 29             | 12,113        | 9,143         | 32.48%        |
| 30 - 34             | 14,347        | 10,755        | 33.40%        |
| 35 - 39             | 10,649        | 8,387         | 26.97%        |
| 40 - 44             | 7,802         | 6,067         | 28.60%        |
| 45 - 49             | 5,322         | 4,087         | 30.22%        |
| 50 - 54             | 3,870         | 3,125         | 23.84%        |
| 55 - 59             | 2,981         | 2,500         | 19.24%        |
| 60 - 64             | 1,766         | 1,383         | 27.69%        |
| 65 - 69             | 783           | 620           | 26.29%        |
| 70 - 74             | 268           | 201           | 33.33%        |
| 75 - 79             | 51            | 41            | 24.39%        |
| 80+                 | 18            | 15            | 20.00%        |
| <b>Total Growth</b> | <b>71,016</b> | <b>53,366</b> | <b>33.07%</b> |

**PDGA MEMBERSHIPS BY CLASSIFICATION & AGE**

| Bracket      | Professional  | Amateur       | Total         |
|--------------|---------------|---------------|---------------|
| 6 & Under    | 1             | 443           | 444           |
| 8 & Under    | 0             | 131           | 131           |
| 10 & Under   | 0             | 255           | 255           |
| 12 & Under   | 3             | 396           | 399           |
| 15 & Under   | 10            | 1,025         | 1035          |
| 18 & Under   | 121           | 1,486         | 1607          |
| 19 - 39      | 6,862         | 37,422        | 44,284        |
| 40 - 49 -    | 2,692         | 10,432        | 13,124        |
| 50 - 54 -    | 885           | 2,985         | 3,870         |
| 55 - 59 -    | 731           | 2,250         | 2,981         |
| 60 - 64 -    | 421           | 1,345         | 1,766         |
| 65 - 69 -    | 204           | 579           | 783           |
| 70 - 74 -    | 69            | 199           | 268           |
| 75 - 79 -    | 19            | 32            | 51            |
| 80 +         | 6             | 12            | 18            |
| <b>Total</b> | <b>12,024</b> | <b>58,992</b> | <b>71,016</b> |

**PERCENTAGE OF MEMBERS BY CLASSIFICATION & AGE**

| Bracket      | Professional  |               | Amateur       |               |
|--------------|---------------|---------------|---------------|---------------|
| 6 & Under    | 1             | 0.00%         | 443           | 0.62%         |
| 8 & Under    | 0             | 0.00%         | 131           | 0.18%         |
| 10 & Under   | 0             | 0.00%         | 255           | 0.36%         |
| 12 & Under   | 3             | 0.00%         | 396           | 0.56%         |
| 15 & Under   | 10            | 0.01%         | 1,025         | 1.44%         |
| 18 & Under   | 121           | 0.17%         | 1,486         | 2.09%         |
| 19 - 39      | 6,862         | 9.66%         | 37,422        | 52.70%        |
| 40 - 49 -    | 2,692         | 3.79%         | 10,432        | 14.69%        |
| 50 - 54 -    | 885           | 1.25%         | 2,985         | 4.20%         |
| 55 - 59 -    | 731           | 1.03%         | 2,250         | 3.17%         |
| 60 - 64 -    | 421           | 0.59%         | 1,345         | 1.89%         |
| 65 - 69 -    | 204           | 0.29%         | 579           | 0.82%         |
| 70 - 74 -    | 69            | 0.10%         | 199           | 0.28%         |
| 75 - 79 -    | 19            | 0.03%         | 32            | 0.05%         |
| 80 +         | 6             | 0.01%         | 12            | 0.02%         |
| <b>Total</b> | <b>12,024</b> | <b>16.93%</b> | <b>58,992</b> | <b>83.07%</b> |



# 2020 PDGA & DISC GOLF YEAR-END DEMOGRAPHICS

**FEMALE MEMBERSHIPS BY CLASSIFICATION & AGE**

| Bracket      | Professional | Amateur      | Total        |
|--------------|--------------|--------------|--------------|
| 6 & Under    | 0            | 151          | 151          |
| 8 & Under    | 0            | 21           | 21           |
| 10 & Under   | 0            | 50           | 50           |
| 12 & Under   | 0            | 52           | 52           |
| 15 & Under   | 0            | 87           | 87           |
| 18 & Under   | 6            | 79           | 85           |
| 19 - 39      | 464          | 2,351        | 2,815        |
| 40 - 49 -    | 160          | 687          | 847          |
| 50 - 54 -    | 44           | 214          | 258          |
| 55 - 59 -    | 41           | 170          | 211          |
| 60 - 64 -    | 22           | 84           | 106          |
| 65 - 69 -    | 11           | 40           | 51           |
| 70 - 74 -    | 0            | 7            | 7            |
| 75 - 79 -    | 3            | 7            | 10           |
| 80 +         | 1            | 0            | 1            |
| <b>Total</b> | <b>752</b>   | <b>4,000</b> | <b>4,752</b> |

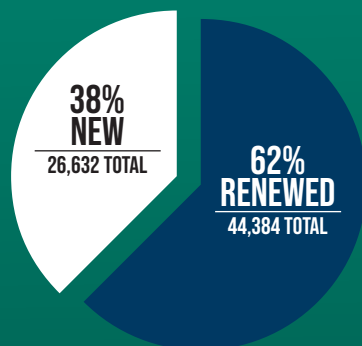
**MALE MEMBERSHIPS BY CLASSIFICATION & AGE**

| Bracket      | Professional  | Amateur       | Total         |
|--------------|---------------|---------------|---------------|
| 6 & Under    | 1             | 292           | 293           |
| 8 & Under    | 0             | 110           | 110           |
| 10 & Under   | 0             | 205           | 205           |
| 12 & Under   | 3             | 344           | 347           |
| 15 & Under   | 10            | 938           | 948           |
| 18 & Under   | 115           | 1,407         | 1,522         |
| 19 - 39      | 6,398         | 35,071        | 41,469        |
| 40 - 49 -    | 2,532         | 9,745         | 12,277        |
| 50 - 54 -    | 841           | 2,771         | 3,612         |
| 55 - 59 -    | 690           | 2,080         | 2,770         |
| 60 - 64 -    | 399           | 1,261         | 1,660         |
| 65 - 69 -    | 193           | 539           | 732           |
| 70 - 74 -    | 69            | 192           | 261           |
| 75 - 79 -    | 16            | 25            | 41            |
| 80 +         | 5             | 12            | 17            |
| <b>Total</b> | <b>11,272</b> | <b>54,992</b> | <b>66,264</b> |

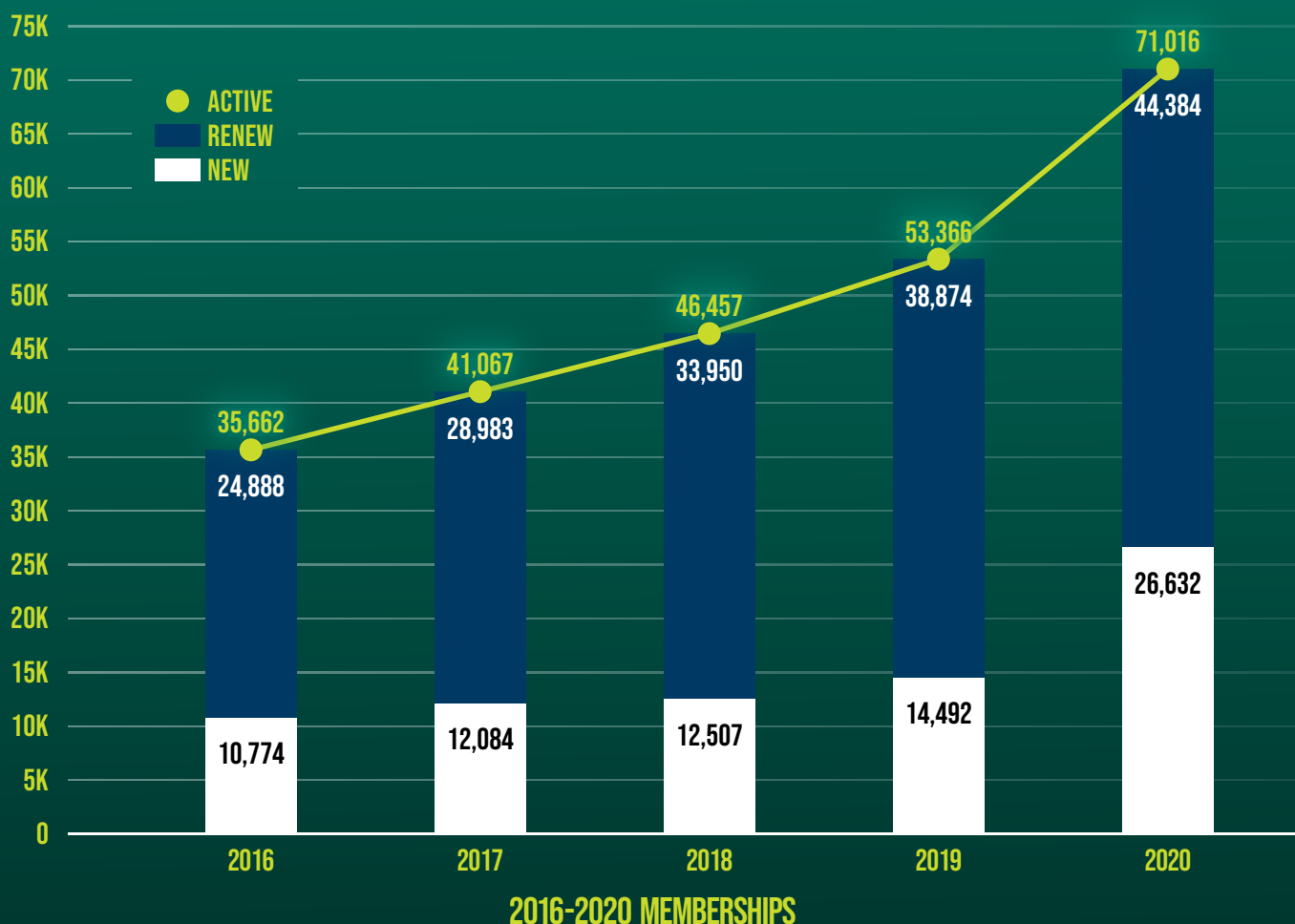
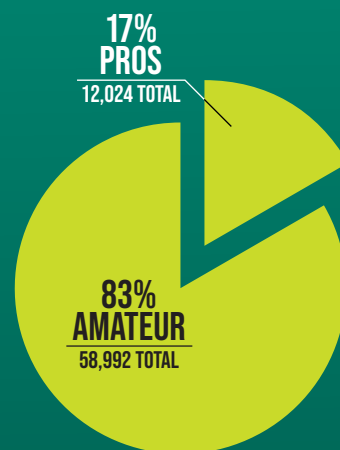


# 2020 PDGA & DISC GOLF YEAR-END DEMOGRAPHICS

2020 MEMBERSHIP  
REGISTRATIONS



2020 MEMBERSHIP  
CLASSIFICATION





## LEGISLATIVE MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Terese Jones, City Clerk

**DATE:** 4/1/2021

**RE:** Consideration of councilmembers attending the Institute for Elected Municipal Officials, May 7-9, 2021, in Tampa.

The Institute for Elected Municipal Officials 1 (IEMO 1) will be held in Tampa, Florida, from May 7-9, 2021. Councilmembers interested in attending need to announce same at tonight's meeting. If you are attending, you will be given a registration form to complete. Please return it to Rosemarie by Friday, April 2nd, so all travel arrangements can be made, and hotel accommodations secured.

Please note that the regular Council meeting is scheduled the evening before this conference. Staff has advised that advertisements for the May 6th Council meeting have already been published, which includes cases for the Planning and Zoning Board.

### REQUESTING DEPARTMENT:

Legislative

### FISCAL IMPACT:

Cost per person is approximately \$800.00. Funding is available in Legislative operating accounts 001-1110-511-4005 and 001-1110-511-5505.

### RECOMMENDATION:

Motion to approve travel for members of Council as requested.

### ATTACHMENTS:

**Description**

Conference Details

## May 2021 Institute for Elected Municipal Officials I

The Florida League of Cities and the John Scott Dailey Florida Institute of Government are proud to bring you the ***Institute for Elected Municipal Officials I (IEMO I)***. This educational program is specially designed for *newly elected officials and those with less than one term in office*.

*The Institute for Elected Municipal Officials I (IEMO I) program will take place on May 7-9, 2021 at the DoubleTree by Hilton, 3050 North Rocky Point Drive West, Tampa, FL 33607*

### Who should attend IEMO?

Created in 1992, the *Institute for Elected Municipal Officials* was designed to help elected officials in Florida's municipalities to effectively meet the requirements of their elected role. Its intensive academic program offers a comprehensive overview of Florida municipal government, presented by a faculty of top professionals in the field. IEMO is a three-day program structured in a Friday through Sunday format and is offered three times per year at several different locations throughout the state.

### Curriculum

Curriculum is divided into six instructional modules, taught in the following sequence:

- Structure and Functions of Municipal Government in Florida
- How to Be an Effective Council Member
- Taxes and Other Sources of Revenue
- Budgeting and Accounting
- Understanding the Relationships Among Governments in Florida
- Florida Ethics Law and Understanding "Government-in-the-Sunshine" (Ethics portion meets the state requirement for elected municipal officers of four hours' training)

These topics were selected to provide a comprehensive overview of the critical issues that are addressed by municipal government officials. It is suggested that participants review their municipal charter, policies and budget to prepare for the classes, and may want to bring these materials along. Speakers will provide hand-outs and resource material.

A certificate of attendance is provided upon successful completion of the program.

### Hotel Reservations

Reservations are made with the hotel by phone only, and must be completed by **Monday, April 19, 2021**. Call (800) HILTONS to make your reservation. To take advantage of the special reduced room rate, mention the **Florida League of Cities / Institute for Elected Municipal Officials**. Room rate is \$129.00++ per night. Complimentary parking. A credit card is required to guarantee reservations.

### **Cancellations**

Cancellation/transfer requests must be received and confirmed in writing by Friday, April 23, 2021 to be eligible for a refund. A \$25.00 processing fee will be applied to all cancellations and/or transfers. Transfers must take place within the fiscal year. Substitutions are accepted and encouraged. Refunds will be processed after the program. We reserve the right to cancel the IEMO training. If the training is cancelled, registration fees will be refunded in full. Schedule

### **Schedule**

#### **Friday, May 07, 2021**

|                         |   |
|-------------------------|---|
| 8:00 a.m. - 8:30 a.m.   | Registration/Light Continental Breakfast                  |
| 8:30 a.m. - 9:00 a.m.   | Introduction and Overview                                 |
| 9:00 a.m. - 11:45 a.m.  | Structure and Function of Municipal Government in Florida |
| 10:15 a.m.              | Refreshment Break   |
| 11:45 a.m. - 12:30 p.m. | Public Officials' Liability                               |
| 12:30 p.m. - 1:30 p.m.  | Group Lunch   |
| 1:30 p.m. - 5:00 p.m.   | Effective Council Techniques                              |
| 3:00 p.m.               | Refreshment Break   |
| 5:00 p.m.               | Adjourn for the day                                       |

#### **Saturday, May 08, 2021**

|                        |                                    |
|------------------------|------------------------------------|
| 8:00 a.m. - 8:30 a.m.  | Light Continental Breakfast        |
| 8:30 a.m. - 12:00 p.m. | Budgeting and Accounting           |
| 9:45 a.m.              | Refreshment Break                  |
| 12:00 p.m. - 1:00 p.m. | Group Lunch                        |
| 1:00 p.m. - 5:00 p.m.  | Taxes and Other Sources of Revenue |
| 2:30 p.m.              | Refreshment Break                  |
| 5:00 p.m.              | Adjourn for the day                |

#### **Sunday, May 09, 2021**

|                       |  |
|-----------------------|--|
| 7:30 a.m. - 8:00 a.m. | Light Continental Breakfast                              |
| 8:00 a.m. - 9:45 a.m. | Understanding Intergovernmental Relationships in Florida |
| 9:45 a.m.             | Refreshment Break  |



|                         |  |
|-------------------------|--|
| 10:00 a.m. - 12:00 p.m. | Florida's Ethics Law                                       |
| 12:00 p.m. - 1:15 p.m.  | Lunch on own   |
| 1:15 p.m. - 3:15 p.m.   | How to Comply with Public Records and Public Meetings Laws |
| 3:15 p.m.               | Program concludes  |

*\* Meeting rooms may be chilly, so please bring a jacket or sweater. Participants are also encouraged to bring copies of their city budget, CAFR or most recent financial statements for the Saturday classes.*

**When** 5/7/2021 - 5/9/2021

**Where** DoubleTree by Hilton  
3050 North Rocky Point Dr. West  
Tampa, FL 33607

**Note:** If there are additional registration options for this event, they will be shown below. To add an additional option, click the blue *Add* button to the left of the item(s). If there are no additional options available for this event, or additional options are available and you have successfully added the appropriate ones to the registration, click the gold *Proceed to checkout* button on the bottom right to continue on to the next registration step.

## Sign in to register

Username

Password

Sign In

[Forgot username?](#) | [Forgot password?](#)