



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

## **AGENDA**

### **State of the City Message (6:00 P.M.) and Regular Council Meeting 2021-12 (7:00 P.M.) Thursday**

**May 20, 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. One (1) vacancy on the Business Improvement District Board (represents 'at-large' member who owns a commercial property or operates a business within the District).++
2. One (1) vacancy on the Community Development Advisory Board (represents 'residential home builder', 'actively engaged in home building', 'employer within the City', or 'for-profit provider' positions).++
3. Three (3) vacancies on the Youth Advisory Board (represents 'at-large' student member positions).++
4. One (1) vacancy on the Sustainability Advisory Board (represents 'at-large' position).++
5. One (1) term expiring on the Community Development Advisory Board (represents 'resident of the City' position).+
6. One (1) vacancy on the Community Development Advisory Board (represents the 'not-for-profit provider' position).+

#### **AGENDA REVISIONS:**

1. An update on the opioid litigation has been added as Item 1, under Presentations.
2. A revised Legislative Memorandum has been provided for Item 2, under Consent Agenda, related to the request by BCASCA.
3. A revised Legislative Memorandum has been provided for Item 2, under New Business, related to the Pelican Harbor Marina parcels.
4. Item 3, under Public Hearings, relating to Ordinance 2021-27 (Cypress Bay West Phase 1

PUD): Exhibit 'B' has been revised to include additional documents relating to the Final Development Plan and Exhibit 'C' has been replaced with the revised version of the Staff Report that includes an additional condition.

## **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 2021-10; April 15, 2021.
2. Consideration of co-sponsorship of three (3) events for the Brevard Caribbean American Sports and Cultural Association's (BCASCA) celebration of Caribbean American Heritage Month.
3. Consideration of unfreezing two (2) Communications Officer Trainee positions for the remainder of Fiscal Year 2020-2021.
4. Consideration of appropriating General Fund Undesignated Fund Balance (\$32,348) for an Administrative Secretary position within the Information Technology Department.
5. Consideration of appropriating General Fund Undesignated Fund Balance (\$36,705) for a Mobile Device Support Specialist position within the Information Technology Department in Fiscal Year 2020-2021.
6. Consideration of relocating unspent funding in the Fleet Capital account (\$40,000) to Fleet Operating account for FASTER Window to FASTER Web software upgrade (\$90,000 total cost, plus \$5,000 for contingency).
7. Consideration of relocating unspent funding in Fleet Operating account to Fleet Capital account to replace a forklift, utilizing the Florida Sheriffs contract (\$62,496).
8. Consideration of appropriating funds from the Building Department Undesignated Fund Balance to Building Department Operating account to cover the cost of utilizing contracted Building Services-Inspection, Permit Technician, and Plan Review (\$300,000).
9. Consideration of appropriating General Fund Undesignated Fund Balance (\$26,995) to Legislative Operating account to cover the cost of audio/visual and live streaming services from 142 Productions during the Council Chambers renovation.
10. Consideration of the lift station telemetry solar panel project and the appropriation of funds on the next scheduled Budget Amendment (\$20,130).
11. Consideration of travel and training for specified City employees (Public Works Department).
12. Acknowledgement of Investment Performance Review Report, prepared by PFM Asset Management, LLC, for the quarter ended March 31, 2021.

## **RECOGNITIONS AND PROCLAMATIONS:**

1. Memorial Day - May 31, 2021. (Mayor Medina)
2. Small Business Month - May 2021. (Deputy Mayor Johnson)
3. National Safe Boating Week - May 22-28, 2021.

## **PRESENTATION:**

1. Attorneys Michael Kahn and John Romano - Opioid Litigation Update.

## **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 2021-25, amending the Code of Ordinances, Chapter 51, Public Hearings, by including provisions for establishing time limits for land use public hearings held before the City Council, final reading.
2. Ordinance 2021-26, amending the Code of Ordinances, Chapter 178, Signs, by establishing provisions for wayfinding signs and modifying language for wall signs (Case T-14-2021, City of Palm Bay), final reading.
3. Ordinance 2021-27, granting approval of a Final Development Plan for a Planned Unit Development of a proposed single-family residential subdivision to be known as 'Cypress Bay West Phase 1 PUD' on property located in the vicinities south of Mara Loma Boulevard and west of Babcock Street (77.52 acres) (Case FD-11-2021, Waterstone Farms, LLC) (Quasi-Judicial Proceeding), final reading.
4. Ordinance 2021-28, granting approval of a Final Development Plan for a Planned Unit Development of a proposed single-family residential subdivision to be known as 'Chaparral Phase 3' on property located west of and adjacent to Flying U Lane, in the vicinities south of Malabar Road and east of Allison Drive (68.82 acres) (Case FD-12-2021, Chaparral Properties, LLC) (Quasi-Judicial Proceeding), final reading.
5. Ordinance 2021-29, amending the Code of Ordinance, Chapter 34, Human Resources, Subchapter 'Whistle-Blower's Ordinance', by modifying provisions related to the audit committee, final reading. (Deputy Mayor Johnson)
6. Ordinance 2021-30, amending the Code of Ordinances, by creating Chapter 62, Fraud Investigation Committee, final reading. (Councilman Bailey)
7. Resolution 2021-19, granting approval of a Planned Unit Development (PUD) Preliminary Development Plan for a single-family residential subdivision to be known as 'Richmond Cove PUD', which property is located west of and adjacent to Gaynor Drive, in the vicinity north of Ocean Spray Street (60.22 acres) (Case PD-13-2021, Joseph Cleo/Josiah King, Inc./RFK Residential Development Properties, LLC) (Quasi-Judicial Proceeding). (CONTINUED FROM RCM - 05/06/21)
8. Ordinance 2021-31, vacating a portion of the road right-of-way of an existing cul-de-sac on property located at the northwest corner of Forest Knoll Drive and Tree Ridge Lane, within the Pinehurst Subdivision (0.32 acres) (Case VRW-1-2021, E&S and Sons, Inc.) (Quasi-Judicial Proceeding), first reading.
9. Consideration of a CARES Act Substantial Amendment to the Fiscal Year 2019-2020 Annual Action Plan, first hearing.

**COMMITTEE AND COUNCIL REPORTS:**

1. Committee/Council Reports

**NEW BUSINESS:**

1. Consideration of membership in Sister Cities International (\$1,030 annually). (Councilman Foster)
2. Consideration of purchase offers for three (3) parcels known as Pelican Harbor Marina.

**ADMINISTRATIVE AND LEGAL REPORTS:**

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

**ADJOURNMENT:**

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

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

**Any aggrieved or adversely affected person desiring to become a party in the quasi-judicial proceeding shall provide written notice to the City Clerk which notice shall, at a minimum, set forth the aggrieved or affected person's name, address, and telephone number, indicate how the aggrieved or affected person qualifies as an aggrieved or affected person and indicate whether the aggrieved or affected person is in favor of or opposed to the requested quasi-judicial action. The required notice must be received by the Clerk no later than five (5) business days at the close of business, which is 5 p.m., before the hearing. (Section 59.03, Palm Bay Code of Ordinances).**

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

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

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



## **LEGISLATIVE MEMORANDUM**

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

**FROM:** Terese Jones, City Clerk

**DATE:** 5/20/2021

**RE:** One (1) term expiring on the Community Development Advisory Board (represents 'resident of the City' position).+

The term of Rebecca Thibert on the above board will expire on June 15, 2021. Ms. Thibert represents the 'resident of the City' position.

**REQUESTING DEPARTMENT:**

Legislative

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Request for the term expiration to be announced and applications solicited at tonight's meeting. An appointment will be made at the regular Council meeting to be held on June 17, 2021.



## LEGISLATIVE MEMORANDUM

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

**FROM:** Terese Jones, City Clerk

**DATE:** 5/20/2021

**RE:** One (1) vacancy on the Community Development Advisory Board (represents the 'not-for-profit provider' position).+

My office has been advised that one (1) vacancy exists on the above board due to the resignation of William O'Hara. Mr. O'Hara represented the 'not-for-profit provider' position.

**REQUESTING DEPARTMENT:**

Legislative

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Request for the vacancy to be announced and applications solicited at tonight's meeting. An appointment will be made at the regular Council meeting to be held on June 17, 2021. The individual appointed to the position will complete Mr. O'Hara's term, which expires on June 15, 2023.



## **LEGISLATIVE MEMORANDUM**

**DATE: 5/20/2021**

**RE: Adoption of Minutes: Regular Council Meeting 2021-10; April 15, 2021.**



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Fred Poppe, Recreation Director

**DATE:** 5/20/2021

**RE:** Consideration of co-sponsorship of three (3) events for the Brevard Caribbean American Sports and Cultural Association's (BCASCA) celebration of Caribbean American Heritage Month.

BCASCA is requesting that the City of Palm Bay co-sponsor 3 events that are part of their month-long celebration of Caribbean American Heritage Month. The first one is on June 3, 2021. It is a proclamation ceremony at City Hall prior to the City Council meeting. This event would require the setting up of a 20x20 tent, tables and chairs and then breaking down prior to the start of the city council meeting.

The second event is on June 4, 2021 and will be a First Friday type event at Veteran's Park. They are requesting the stage, a large event generator, bleachers, light towers, sanitation stations, security, 3 tents, tables and chairs. This event will require setup and break down.

The third event will be held on June 26, 2021 at Fred Poppe Regional Park, that will be a parade and festival within the park. They are requesting the stage, generator, bleachers, light towers, security, sanitation stations, 7 tents, tables and chairs.

### **The original agenda memo is being adjusted to provide the following changes and clarifications:**

The June 3, 2021 request for support before the Council meeting that night is being adjusted to reflect minimal staff resources for table and chair set up. Estimate is adjusted to \$100 (2 Maintenance Workers for 2 hours).

The original cost estimate in this memo was \$16,597.27. Based on further review of resources needed and rates, the total cost estimate is \$14,775.13 for the two larger events. Based on historical attendance at free events such as these, staff estimates the June 4<sup>th</sup> event turnout in the range of 600-1,000 people and the June 26<sup>th</sup> turnout could be in the 10,000 range. BCASCA is planning 14 different events throughout the month, as further described in the attached draft press release.

The majority of the cost estimates are for staff time. Parks and Recreation staff rates are charged at \$25/hour in accordance with the fee schedule. All other staff rates are calculated as fully-loaded estimates, meaning that a calculation of benefits costs is added in beyond hourly overtime rates. Additionally, the Police officer estimates are based on the highest ranked/highest paid officer who has the potential to sign up for the detail.

Also includes a waiver of greenspace/equipment rental fees including the stage and bleachers for the two larger events, valued at \$1,050 per event (nonprofit rate).

The value of the waived resource fees provided for this co-sponsorship is clarified by event below and also attached:

June 3, 2021: \$100

June 4, 2021: \$3,254.29

June 26, 2021: \$11,420.84

Total for all 3 events: \$14,775.13

**REQUESTING DEPARTMENT:**

Recreation, Parks and Facilities, Police Department, Fire Department

**FISCAL IMPACT:**

If approved, the City would waive resource fees of \$14,775.13 for staff time and greenspace/equipment from the requesting departments for these three events.

**RECOMMENDATION:**

Motion to approve the BCASCA co-sponsorship and waive fees associated with the events for city resources.

**ATTACHMENTS:**

**Description**

**BCASCA June 2021 Co-Sponsorship Request Estimates**

**BCASCA Provided Press Release Draft**

## BCASCA 2021 - Co-sponsorship Details

Date of Event	Amount	Description
<b>Thursday, June 3, 2021: Food/Music/Cultural Displays Before Council Meeting</b>		
<b>Staffing Costs:</b>		
Recreation	\$ -	N/A
Facilities/Parks	\$ 100.00	2 MW x 2 hours at \$25/hour
Police	\$ -	N/A
Fire	\$ -	No cost. Using on-duty staff at Station 2 to cover event
<b>Sub-total:</b>	\$ 100.00	
<b>Equipment/Greenspace:</b>		
Recreation	\$ -	N/A
Facilities/Parks	\$ -	N/A
Police	\$ -	N/A
Fire	\$ -	No cost. Using apparatus at Station 2 to cover event
<b>Sub-total:</b>	\$ -	
<b>Total:</b>	\$ 100.00	

Date of Event	Description	
Friday, June 4, 2021: Free Family Event from 5pm-10pm At Veterans Park with Food/Music/Cultural Displays		
Staffing Costs:		
Recreation	\$ 500.00	4 Recreation Aides @\$25.00/hr x 5 hours
Facilities/Parks	\$ 1,028.09	Electrician \$46.87 x 7 hrs Set Up/Break Down Cost: 4 Maintenance Workers @\$25.00/hr x 7 hours
Police	\$ 676.20	2 Officers for 5 hours; top rate \$67.62/hr x 5 hrs x 2 officers
Fire	\$ -	N/A
Sub-total:	\$ 2,204.29	
Equipment/Greenspace:		
Recreation	\$ 1,050.00	Greenspace \$200 (deposit/refundable); Special Event fee \$100; Stage \$250; Bleachers \$500 (non-profit rate)
Facilities/Parks	\$ -	N/A
Police	\$ -	N/A
Fire	\$ -	N/A
Sub-total:	\$ 1,050.00	
Total:	\$ 3,254.29	



Date of Event		Description
<b>Saturday, June 26, 2021: Free Family Event with Caribbean Style Carnival Parade, Food/Music/Cultural Displays at Fred Poppe Regional Park</b>		
<b>Staffing Costs:</b>		
Recreation	\$ 900.00	4 Maintenance Workers @25.00/hr x 9 hours
Facilities/Parks	\$ 1,982.75	Electrician \$46.87 x 13.5 hrs Set Up/Break Down Cost: 4 Maintenance Workers @\$25.00/hr x 13.5 hours
Police	\$ 5,945.13	9 Officers + 1 Supervisor for 9 hours Loaded OT Rate w/ Taxes for 9: \$67.62 x 9 hrs x 8 officers (max LT rate) Loaded OT Rate w/ Taxes for Lt. Spears (confirmed supervisor): \$51.99 x 9 hrs
Fire	\$ 404.46	1 Paramedic @23.57/hr; 1 EMT @21.37/hr x 9 hrs
<b>Sub-total:</b>	\$ 9,232.34	
<b>Equipment/Greenspace:</b>		
Recreation	\$ 1,050.00	Greenspace \$200 (deposit/refundable); Special Event fee \$100; Stage \$250; Bleachers \$500 (non-profit rate)
Facilities/Parks	\$ -	N/A
Police	\$ -	N/A
Fire	\$ 1,138.50	1 Squad truck @126.50/hr x 9 hrs
<b>Sub-total:</b>	\$ 1,138.50	
<b>Total:</b>	<b>\$ 10,370.84</b>	

The month of June was adopted by Congress as Caribbean-American Heritage Month in February 2006. During the month we highlight and acknowledge the significant contributions of Caribbean-Americans and their descendants in our country and in Brevard county. They have shaped our culture and heritage enriching our communities with their contributions to music, film, the arts, business, literature, government, sports, food, medicine and in many other areas.

It is with this in mind that BCASCA ( Brevard Caribbean American Sports & Cultural Association), the largest Caribbean Organization in Brevard county has decided to celebrate this Caribbean American Heritage Month in a big way, bringing the French, Spanish and English speaking Caribbean together to showcase the rich culture and heritage throughout the entire month of June. The city of Palm Bay has been working closely with BCASCA co-sponsoring some of the events throughout the city. The kickoff will be on Thursday June 3<sup>rd</sup> at city Hall for the proclamation ceremony starting at 6pm on the lawns of city hall. There you will get a taste of what is to come for the rest of the month with samples of food, music and cultural displays. Friday June 4<sup>th</sup> at Veterans Park they will host Caribbean Friday where you will see, feel, smell and taste the Caribbean. Iruption Band will be performing along with local acts giving us a good mix of Salsa, Merengue, Reggaeton, Calypso & Reggae music. “Get Ready to dance and have a good time, wear your colors and costumes” says Anthony Harris the entertainment coordinator for the BCASCA June events. Caribbean Friday is a free-family event and is from 5pm – 10pm.

Also for the month of June BCASCA will be hosting a series of virtual and in person discussions with Consul Generals from several Caribbean Islands including Barbados,

Bahamas, Jamaica and Haiti. These events will be streamed live on Facebook in collaboration with Palm Bay Live and 321LitUp. Highlights of all events can be seen on Irie Times TV which is a Caribbean TV station out of South Florida. “We are excited to have these Caribbean media partners on board to help us bring what we are doing in Brevard to county to the rest of Florida” says Helen Nixon one of the organizers of the event

The Caribbean influence in the city of Palm Bay is undeniable as both the former and current Mayors are both of Caribbean decent, Cuba and Puerto Rico respectively and current councilman Donny Felix is of Haitian decent. There are also several successful Caribbean-American owned businesses throughout the county.

There are over 14 events organized for the month including the CaribeFest Mini Film Festival and Photo exhibit to be held on June 11<sup>th</sup>. The Aaah Inspiring Antarctica Experience exhibit features Judith Falloon-Reid the first Jamaican to visit Antarctica. You can expect to see Caribbean Films, Caribbean Art, Poetry from Marcia Campbell and internationally acclaimed Dub poet Malachi Smith at the Captain’s House, Goode Park Bianca Dr. NE Palm Bay. This family-friendly event is also free and you are encouraged to bring your hand drums for a drumming circle at the end.

Kay Maragh, one of the Organizers for the “There are persons from north and south Florida already planning to spend their weekends here in Palm Bay to attend our events in June and when they arrive we will be encouraging them to check out our county and see what else Brevard has to offer”, says Kay Maragh, VP of BCASCA

June 26<sup>th</sup> is the Big event with a Caribbean Style Carnival Parade at Fred Poppe Park there will be performances by Eruption Band, Karibe Kings, Zonie Zoned, Ras

Professor and other local acts and DJs, Drummers and Masqueraders plus a host of activities for Teens and young children. There will also be performances by Palm Bay's only Steel Pan group the Palm Bay Panatics.

Marica Campbell, President of BCSCA says "My hope is that the collaboration with our French, Spanish and English Islands during the month long celebration of our Caribbean heritage will form a unity which will extend beyond June and into BCASCA's vision of building the Multicultural Center on the property purchased recently which we can celebrate and showcase Caribbean culture throughout the year."

The month of June promises to be an exciting one and a great start to Summer. To become a sponsor or a vendor call 321-557-2968 or to learn more check out the BCASCA website [www.BcascaFL.com](http://www.BcascaFL.com) and Facebook Page @Brevard Caribbean American Sports & Cultural Assoc, Inc (BCASCA)



## **LEGISLATIVE MEMORANDUM**

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Nelson Moya, Chief of Police

**DATE:** 5/20/2021

**RE:** Consideration of unfreezing two (2) Communications Officer Trainee positions for the remainder of Fiscal Year 2020-2021.

During the Fiscal Year 2020-2021 Budget process the City faced potential decreased revenues for which the individual departments were tasked with reducing budget expenditures. The Police Department approved to freeze the funding for five Communications Officer Trainee positions for a one-year savings of \$293,182. The five Communication Officer Trainee salaries and benefits have been verified as funded and included in the FY22 Budget beginning October 1, 2021.

At this time, the Communications Center is slated to begin dispatching for both Police and Fire Rescue by the end of June 2021. In order to meet the anticipated demand for call takers and dispatchers, the Police Department is requesting to utilize funds from the General Fund Undesignated Fund Balance to fund two of the five Communications Officer Trainee positions for the remainder of FY21 (June 1 – September 30). On-boarding additional Communications personnel before the end of the fiscal year will also help mitigate any burden on the Communications Training program by spreading out the number of new hires so that no additional temporary training officers have to be called upon. The requested funding will be to cover the salary and benefits for the two positions totaling approximately \$66,408.

### **REQUESTING DEPARTMENT:**

Police Department

### **FISCAL IMPACT:**

Funding to cover the prorated salaries for June – September, and full benefits for both positions, are to be appropriated from General Fund Undesignated Fund Balance on the next scheduled Budget Amendment. The anticipated recurring costs were built into the FY22 pay projections. The personnel funding for the remainder of this fiscal year would be budgeted under PD's Communications Center Division, G/L accounts No. 001-5019-521-1210 (\$21,910), No. 001-5019-521-1512 (\$1,230.32), No. 001-5019-521-2110 (\$1,676.12), No. 001-5019-521-2210 (\$1,972), No. 001-5019-521-2320 (\$25,196), No. 001-5019-521-2330 (\$10,884) and No. 001-5019-521-2410 (\$3,540).

### **RECOMMENDATION:**

Motion to unfreeze two Communications Officer Trainee positions for the remainder of FY21, and approve the appropriation of General Fund Undesignated Fund Balance in the amount of \$66,408 for personnel expenditures on the next scheduled budget amendment.



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Brian Robinson, IT Director

**DATE:** 5/20/2021

**RE:** Consideration of appropriating General Fund Undesignated Fund Balance (\$32,348) for an Administrative Secretary position within the Information Technology Department.

The Information Technology (IT) Department is requesting to fund an Administrative Secretary position to assist with secretarial and administrative functions within the Department.

Under the current organizational set-up, other IT staff members are tasked with an array of administrative related functions, in addition to their regular job assignments, to assist with this deficit. The absence of an Administrative Secretary has created inefficiencies within the Department and an additional burden on the team. Funding an Administrative Secretary to assist the Department with these critical functions is not only essential to improving internal departmental efficiencies, but it is vital as IT (an Internal Service Department) to manage and provide services to other City departments.

The total fiscal year impact for the Administrative Secretary position is \$57,290, which includes \$54,042 in personnel and benefits costs and \$3,248 in operating expenditures related to computer hardware/software and licenses/certificates. However, as this position is being requested mid-year, the total impact on the FY 2021 budget, based on 14 remaining pay periods, is \$32,348. Of this amount, \$29,100 is related to personnel and benefits costs. The cost to onboard an employee and equip this position with computer hardware/software and licenses/certificates will remain to be \$3,248. After the FY 2021 mid-year budget appropriation, the Administrative Secretary position will become part of the regular position control process and it will become a reoccurring budget item at the full amount for each fiscal year thereafter.

### **REQUESTING DEPARTMENT:**

Information Technology

### **FISCAL IMPACT:**

This position was not budgeted in the FY 2021 Adopted Budget. The attached Personnel Adjustment Request Form provides for an allocation of \$57,290 from various accounts to fund the position, of which \$32,348 will require an allocation of funds from the General Fund's Undesignated Fund Balance (account 001-0000-392-1001) to the various personnel service and operational expenditure accounts as reflected in the form. A budget amendment is attached.

**RECOMMENDATION:**

Motion to approve a budget amendment allocating \$32,348 in Fiscal Year 2021 to fund the position of Administrative Secretary within the Information Technology Department.

**ATTACHMENTS:****Description**

**Personnel Adjustment Request Form**

**Budget Amendment for Admin Secretary**



## Personnel Adjustment Request

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

**FY 2021 Total Cost/(Savings):** **57,290**

<b>Title:</b>	Administrative Secretary
<b>Fund (Name/#):</b>	001 General Fund
<b>Department:</b>	IT
<b>Division:</b>	
<b>Priority:</b>	1 → Priority Code required
<b>Priority 1 CODE:</b>	A
<b>Category:</b>	Increase
<b>Position Type:</b>	New
<b>Location:</b>	Office

### FOR INTERNAL SERVICE DEPARTMENTAL REVIEW

Department	Reviewed	Reviewed By
IT	Yes	Brian Robinson
Select From List	Select Yes/No	
Select From List	Select Yes/No	
Select From List	Select Yes/No	
Comments:		

### Description & Justification For Request:

The Information Technology (IT) Department is requesting an additional Administrative Secretary position to assist with secretarial and administrative functions within the department. Under the current organizational set-up, other IT staff members are tasked with an array of administrative type functions, outside of their regular job assignments, to assist with this deficit. This has created inefficiencies within the Department and it has created an additional burden on the team. Staffing an Administrative Secretary to assist the Department with these critical functions is not only essential to improving internal departmental efficiencies, but it is vital as IT (an Internal Service Department) provides services to other citywide Departments. Inefficiencies, due to the lack of additional needed staffing, directly impacts other areas outside of the immediate IT Department team.

The total fiscal year impact for the Administrative Secretary position is \$57,290 with \$54,042 in personnel service/benefits costs and \$3,248 in operating expenditure costs for computer hardware/software and licenses/certificates. However, as this position is being requested mid-year the total impact on the FY 2021 budget, based on 14 remaining pay periods, is \$32,348. Of this amount, \$29,100 is related to personnel service/benefits costs and \$3,248 in operating expenditures will remain unchanged to onboard the employee. After this FY 2021 mid-year budget appropriation, this position will become part of the regular position control process and it will be budgeted at the full amount for each forthcoming fiscal year.

### PERSONNEL/POSITION DETAILS

Add/Delete (FTE):	Group:	Grade:	Title:
1.00	G3	F	Administrative Secretary
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	001-2310-519-1210	30,086
Personnel	2210 Retirement-ICMA	001-2310-519-2210	2,708
Personnel	2110 Social Security/Medicare	001-2310-519-2110	2,302
Personnel	2320 Emp Health Ins Premiums	001-2310-519-2320	10,959
Personnel	2330 Other Emp ins Premiums	001-2310-519-2330	5,422
Personnel	1512 Employee Cafeteria Credit	001-2310-519-1512	797
Personnel	2410 Workers Compensation	001-2310-519-2410	1,769
IT	5108-Computer Hardware	001-2310-519-5108	1,200
IT	5103-Computer Supplies	001-2310-519-5103	1,150
IT	5104-Software	001-2310-519-5104	425
IT	5403-Licenses/Certificates	001-2310-519-5403	473
Select Category	Select From Drop-Down		-
Select Category	Select From Drop-Down		-

**Page 2 Sub-Total (Additional Expenditures)** -

**Total Expenditures:** 57,290

One-Time: 57,290

Recurring Costs Must Be Completed →

Recurring: -

### Specify Identifiable Revenue Funding Source (Excluding Fund Balance):

	-
	-
	-
<b>Total Revenues:</b>	-
<b>Total Expenditures Minus Revenues:</b>	57,290

Impact of Denial:

Denial will continue to create additional burden on the team which could potentially lead to staff turnover.

**Title:** Administrative Secretary  
**Fund (Name/#):** 001 General Fund  
**Department:** IT  
**Division:** \_\_\_\_\_

**FISCAL YEAR 2021 - PARTIAL IMPACT ANALYSIS @ 14 REMAINING PAY PERIODS**

# OF REMAINING PAY PERIODS		14		
			<u>FY 21 Impact</u>	
1210 Regular Salaries & Wages	001-2310-519-1210	16,200	Partial Amount	
2210 Retirement-ICMA	001-2310-519-2210	1,458	Partial Amount	
2110 Social Security/Medicare	001-2310-519-2110	1,239	Partial Amount	
2320 Emp Health Ins Premiums	001-2310-519-2320	5,901	Partial Amount	
2330 Other Emp ins Premiums	001-2310-519-2330	2,920	Partial Amount	
1512 Employee Cafeteria Credit	001-2310-519-1512	429	Partial Amount	
2410 Workers Compensation	001-2310-519-2410	953	Partial Amount	
5108-Computer Hardware	001-2310-519-5108	1,200	Full Amount	
5103-Computer Supplies	001-2310-519-5103	1,150	Full Amount	
5104-Software	001-2310-519-5104	425	Full Amount	
5403-Licenses/Certificates	001-2310-519-5403	473	Full Amount	
<b>TOTAL</b>		<b>32,348</b>		

City Council Approval Date

### Justification for Budget Amendment Request

--

Justification, if "No" →

Budget Office Representative

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:** Brian Robinson, IT Director

**DATE:** 5/20/2021

**RE:** Consideration of appropriating General Fund Undesignated Fund Balance (\$36,705) for a Mobile Device Support Specialist position within the Information Technology Department in Fiscal Year 2020-2021.

The Information Technology (IT) Department is requesting an additional position to assist with Citywide mobile support functions, a Mobile Device Support Specialist.

Currently, other IT staff members are tasked with responding to mobile support service requests along with their daily tasks. As the City continues to grow its mobile device fleet, there is an imminent need to have a dedicated person who will handle all mobile device service requests, thus improving service response time while keeping devices patched with the latest feature and security updates. The Mobile Device Support Specialist will provide technical support, procurement, deployment of mobile device products and services as well as conducting mobile technology City-wide training for new product release. The candidate will interact directly with end-users to install, diagnose, repair, maintain, and upgrade mobile devices to ensure optimal device performance, both as part of the employee on-boarding process as well as service to the City existing 800+ employees. The employee will also implement IT policies to achieve better device control.

The fiscal impact for the Mobile Device Support Specialist position is \$74,723, which includes \$70,606 in personnel service/benefits costs and \$4,117 in operating expenditure costs for computer hardware/software and licenses/certificates. However, as this position is being requested mid-year the total impact on the FY 2021 budget, based on 12 remaining pay periods, is \$36,705. Of this amount, \$32,588 is related to personnel service/benefits costs and \$4,117 in operating expenditures will remain unchanged to onboard the employee. If approved, this position will become part of the regular position control process and it will be budgeted at the full amount for each forthcoming fiscal year.

**REQUESTING DEPARTMENT:**  
Information Technology

**FISCAL IMPACT:**

This position was not budgeted in the FY 2021 Adopted Budget. The attached Personnel Adjustment Request Form provides for an allocation of \$74,723 from various accounts to fund the position, of which \$36,705 will require an allocation of funds from the General Fund's Undesignated Fund Balance (account 001-0000-392-1001) to the various personnel service and

operational expenditure accounts as reflected in the form. A budget amendment is attached.

**RECOMMENDATION:**

Motion to approve a budget amendment allocating \$36,705 to fund the position of Mobile Device Support Specialist within the Information Technology Department.

**ATTACHMENTS:**

**Description**

**Personnel Adjustment Request Form**

**BA Mobile Device Support Specialist**

## Personnel Adjustment Request

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

**FY 2021 Total Cost/(Savings): 74,723**

<b>Title:</b>	Mobile Device Support Specialist		
<b>Fund (Name/#):</b>	001 General Fund		
<b>Department:</b>	IT		
<b>Division:</b>			
<b>Priority:</b>	Select From Drop-Down		
<b>Priority 1 CODE:</b>	Select A/B/C	<b>Deadline:</b>	
<b>Category:</b>	Increase		
<b>Position Type:</b>	New		
<b>Location:</b>	Office		

### FOR INTERNAL SERVICE DEPARTMENTAL REVIEW

Department	Reviewed	Reviewed By
IT	Yes	Brian Robinson
Select From List	Select Yes/No	
Select From List	Select Yes/No	
Select From List	Select Yes/No	
Comments:		

### Description & Justification For Request:

The Information Technology (IT) Department is requesting an additional Mobile Device Support Specialist position to assist with Citywide mobile support functions. Currently, other IT staff members are tasked with responding to mobile support service requests along with their daily tasks. As the City continues to grow its mobile device fleet, there is an imminent need to have a dedicated person who will handle all mobile device service requests, thus improving service response time while keeping devices patched with the latest feature and security updates. The Mobile Device Support Specialist will provide technical support, procurement, deployment of mobile device products and services as well as conducting mobile technology City-wide training for new product release. The candidate will interact directly with end-users to install, diagnose, repair, maintain, and upgrade mobile devices to ensure optimal device performance. The employee will implement IT policies to achieve better device control. The total fiscal year impact for the Mobile Device Support Specialist position is \$74,723 with \$70,606 in personnel service/benefits costs and \$4,117 in operating expenditure costs for computer hardware/software and licenses/certificates. However, as this position is being requested mid-year the total impact on the FY 2021 budget, based on 12 remaining pay periods, is \$36,705. Of this amount, \$32,588 is related to personnel service/benefits costs and \$4,117 in operating expenditures will remain unchanged to onboard the employee. After this FY 2021 mid-year budget appropriation, this position will become part of the regular position control process and it will be budgeted at the full amount for each forthcoming fiscal year.

### PERSONNEL/POSITION DETAILS

Add/Delete (FTE):	Group:	Grade:	Title:
1.00	G3	R	Mobile Device Support Specialist
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	001-2310-519-1210	42,446
Personnel	2110 Social Security/Medicare	001-2310-519-2110	3,247
Personnel	2210 Retirement-ICMA	001-2310-519-2210	3,820
Personnel	2320 Emp Health Ins Premiums	001-2310-519-2320	12,598
Personnel	2330 Other Emp ins Premiums	001-2310-519-2330	5,928
Personnel	1512 Employee Cafeteria Credit	001-2310-519-1512	797
Personnel	2410 Workers Compensation	001-2310-519-2410	1,770
IT	5108-Computer Hardware	001-2310-519-5108	1,200
IT	5103-Computer Supplies	001-2310-519-5103	1,350
IT	5104-Software	001-2310-519-5104	425
IT	5403-Licenses/Certificates	001-2310-519-5403	423
IT	4102-Cellular Services	001-2310-519-4102	636
IT	5403-Licenses/Certificates	001-2310-519-5403	83

**Page 2 Sub-Total (Additional Expenditures)** -

**Total Expenditures:** 74,723

One-Time: 74,723

Recurring Costs Must Be Completed →

Recurring: -

### Specify Identifiable Revenue Funding Source (Excluding Fund Balance):

	-
	-
	-
<b>Total Revenues:</b>	-
<b>Total Expenditures Minus Revenues:</b>	74,723

Impact of Denial:

A denial would continue to place a burden on other team members, create inefficiencies, and increase potential vulnerability due to delayed mobile device software/hardware upgrades and the absence of a continuous proactive monitoring procedure.



**Title:** Mobile Device Support Specialist  
**Fund (Name/#):** 001 General Fund  
**Department:** IT  
**Division:** \_\_\_\_\_

**FISCAL YEAR 2021 - PARTIAL IMPACT ANALYSIS @ 12 REMAINING PAY PERIODS**

# OF REMAINING PAY PERIODS		12		
			<u>FY 21 Impact</u>	
1210 Regular Salaries & Wages	001-2310-519-1210	19,590	Partial Amount	
2110 Social Security/Medicare	001-2310-519-2110	1,499	Partial Amount	
2210 Retirement-ICMA	001-2310-519-2210	1,763	Partial Amount	
2320 Emp Health Ins Premiums	001-2310-519-2320	5,814	Partial Amount	
2330 Other Emp ins Premiums	001-2310-519-2330	2,736	Partial Amount	
1512 Employee Cafeteria Credit	001-2310-519-1512	368	Partial Amount	
2410 Workers Compensation	001-2310-519-2410	817	Partial Amount	
5108-Computer Hardware	001-2310-519-5108	1,200	Full Amount	
5103-Computer Supplies	001-2310-519-5103	1,350	Full Amount	
5104-Software	001-2310-519-5104	425	Full Amount	
5403-Licenses/Certificates	001-2310-519-5403	423	Full Amount	
4102-Cellular Services	001-2310-519-4102	636	Full Amount	
5403-Licenses/Certificates	001-2310-519-5403	83	Full Amount	
<b>TOTAL</b>		<b>36,705</b>		





## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Juliet Misconi, Acting Public Works Director; Brian Robinson, Director of Information Technology

**DATE:** 5/20/2021

**RE:** Consideration of relocating unspent funding in the Fleet Capital account (\$40,000) to Fleet Operating account for FASTER Window to FASTER Web software upgrade (\$90,000 total cost, plus \$5,000 for contingency).

On September 3, 2020, Council approved the capital funding in the amount of \$40,000 for the phase 1 Gasboy system and tank upgrades at Fire Station 4 (FS4). Since the approval of the capital funding, the Fire Department with the support of Public Works Fleet Division have decided to remove the diesel fuel tank from Fire Station 4, due to the condition of the tank and the Fire Department future planning needs. In the meantime, the Fire Department will utilize the Brevard County site at 6170 Babcock St., SE. to reduce response time in the South part of the City and City's 1050 Malabar Rd., SE fuel site.

With the removal of the tank, \$40,000 will be left unspent in the Fleet Capital account, therefore, Fleet Division would like to utilize the available funds to upgrade FASTER Window to FASTER Web. FASTER is the application tool used to track and monitor all vehicles, equipment, and parts inventory in the Fleet Division. The upgrade to FASTER Web will provide seamless user interface and provide access to as many users as possible; currently only 10 users can use the application at once. There has been a need to upgrade FASTER for some time; \$55,000 was allocated in the FY21 Fleet operating budget, however, it is not sufficient, thus, the request to use the available \$40,000 capital funding to support this upgrade.

The Public Works Fleet Division and the Information Technology Department worked together to obtain the best price for the FASTER Web upgrade (See attached) Quote. The upfront cost of implementation will be \$75,000 and the continue annual maintenance and support is estimated at \$15,000. A total cost of \$ \$90,000 for the initial implementation.

With Council approval, this change will allow Fleet to move funding between the Operating and Capital funds to support the upgrade, a total cost of \$95,000. \$5,000 is for contingency.

**REQUESTING DEPARTMENT:**

Public Works, Procurement, Information Technology

**FISCAL IMPACT:**

Transfer \$40,000 from account No. 521-7070-519-6221 (Project 21PW04) and \$55,000 from account No. 521-7070-519-4604, both into 521-7070-519-6407, for a total amount of \$95,000 to support the software upgrade.

**RECOMMENDATION:**

Motion to approve the relocation of funding between the Fleet Division Operating and Capital accounts.

**ATTACHMENTS:**

**Description**

**FASTER Quote**

**Created For:**

City of Palm Bay, FL

**Date:**

March 29, 2021

**Senior Software Consultant:**

Steve Specht

**Pricing in this proposal is valid for Contract Number: GS-35F-0251U**

**Contract Period: February 14, 2018 - February 13, 2023**

Qty	Description	Cost
1	<p>Includes:</p> <ol style="list-style-type: none"> <li>SIN 132-33: Perpetual Software Licenses Server Software plus 10 Client License (Cost: \$38,800)</li> <li>SIN 132-50: *Training Courses for Information Technology Equipment and Software (FPDF Code U012) On Site Set up and Configuration Training Course (Cost: \$5,700)</li> <li>SIN 132-50: *Training Courses for Information Technology Equipment and Software (FPDF Code U012) On Site Key User Training Course (Cost: \$5,700)</li> <li>SIN 132-50: *Training Courses for Information Technology Equipment and Software (FPDF Code U012) On Site End User Training Course (Cost: \$5,700)</li> <li>SIN 132-50: *Training Courses for Information Technology Equipment and Software (FPDF Code U012) On Site "Go Live" Preparation Training course (Cost: \$5,700)</li> </ol> <p>*Mandatory Training Course</p>	\$61,600
<b>GSA Software &amp; Services Total</b>		<b>\$61,600</b>

***The cost below represent the open market price to upgrade the above GSA purchase of FASTER Win to FASTER Web. (If you opt for this, you will have license rights to FASTER Web and not FASTER Win.)***

***FASTER Web Upgrade Pricing in this proposal is valid for 90 days.***

**FASTER Web Upgrade Software & Services**

**Open Market Pricing**

1	<p>022 – Additional Software License Cost for FASTER Web: Standard Active Assets</p> <p>This price includes up to quantity listed standard active assets (which are defined as originally valued at \$5000 or greater and active). Each additional asset will be \$85.00.</p> <p>This is includes one instance of the FASTER Web Application with one database.</p>	\$8,540
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1	<p>032b – Additional Software License Cost for FASTER Web: Non-Standard Active Assets</p> <p>This price includes up to the quantity listed non-standard active assets (which are defined as originally valued at less than \$5000 and more than \$500). Each Non-Standard Active Asset cost is 25% of the quoted Standard Active Asset cost.</p>	Included
<b>COTS Add-ons</b>		
1	<p>207nc – Dashboard (See Offsetting Discount Below)</p> <p>The Dashboard add-on provides easy access to an at-a-glance overview of key performance indicators and data for your organization. The FASTER Dashboard is designed to give fleets a way to monitor performance, communicate, and make quick decisions about their operations. It comes with 20 Key Performance Indicators (KPIs) charts within the Dashboard Add-on, which includes the 8 module landing charts available within FASTER Web which can also be accessed via the Dashboard for one convenient high level overview.</p>	\$10,300
1	<p>301 - Single Vendor Fuel Import (New Vendor or New File) - Existing Customer:</p> <p>This is a single vendor fuel import for an existing customer who has been live on a FASTER product for more than 6 months. This pricing is for either:</p> <ol style="list-style-type: none"> <li>1. To import a new fuel vendor fuel transaction file.</li> <li>2. Or, to import a new fuel file from your existing vendor.</li> </ol> <p>The Fuel Import (FI) is a COTS add-on. It is a robust yet inexpensive way to import data from a Fuel System Vendor (FSV). It requires significant configuration and testing by FASTER. Below are important items the customer will need to provide for FASTER to configure, test and deploy:</p> <ol style="list-style-type: none"> <li>1. FSV Fuel File Layout Definition – This is the layout for the export file you plan on receiving regularly from your FSV. It defines your fuel export file's columns, positions and/or delimiters (if used).</li> <li>2. Fuel System Export Files - Live production export files from the fuel system, including the complete disbursement transaction data. A minimum of 100 transactions will be needed for proper testing. The export files generated from your fuel system must be flat files, not reports, and not generated in Microsoft Excel. It is important you ensure your FSV does not change this export file as any changes may require additional configuration and testing.</li> <li>3. Completed FI-Customer Configuration Form -This is a detailed form that assists you in providing all the information required for the FI to be configured and tested properly.</li> </ol> <p>(This FI does not import Site &amp; Dispenser information. You can add the importing of Site &amp; Dispenser data to the SFI for an additional \$2,575 cost.)</p>	\$3,605
1	<p>303: Single Vendor Fuel Import Site and Dispenser Supplemental</p> <p>This is an optional add-on to the COTS Fuel Import (FI) to enable you to track the fuel site and/or dispenser from which your fuel came from.</p> <ul style="list-style-type: none"> <li>• Allows configuration to track Inventory Items so fuel imports deplete quantity from inventory.</li> </ul>	Included

1	<p>208: Barcoding Add-on:</p> <p>The FASTER Barcoding Add-on provides the ability to scan and print labels (hardware is not included). This module allows for ease of data entry as well as inventory control. It also is beneficial when an in-house numbering system is in use, scanning either the in-house label or the OEM label.</p> <ul style="list-style-type: none"> <li>•Simplifies inventory and intake processes for inventory items and storerooms.</li> <li>•Quickly scan incoming inventory with 2D or Symbology – Code 128 barcodes.</li> <li>•Reduces data errors that occur with any manual data entry process.</li> <li>•Print barcode labels for items, including labels for a range of items simultaneously.</li> </ul>	Included
<b>Win to Web Reports</b>		
<p>330m – Migration Win to Web Reports:</p> <p>The below list of FASTER Win report(s), which were developed using Crystal Reporting Services, will be used as a template to build each corresponding report using the FASTER Web Reporting tool. This cost is discounted to reflect that FASTER is doing no requirements, specification or approval process related to these reports. The stored procedure and RPT file will be used as a template. FASTER will re-construct this report for use in FASTER Web and deliver the report(s) at Soft Go-Live for customer testing. This does not include any modifications to these existing report(s). If modifications are desired, the process involved to facilitate understanding and approval plus the additional work required will lead to added cost.</p> <p>(Please Note: if you export any reports using the Excel – Data Only option in FASTER Win, you will need to request a custom export for FASTER Web to ensure you get data exported the way you want.)</p> <p>Because FASTER Web has a more structured database than FASTER Win, there may be some differences between FASTER Web's and FASTER Win's report design. Therefore some FASTER Win custom reports will not be exactly the same when reproduced in FASTER Web.</p>		
1	Migrate accounts from Win to Web into custom tables and/or custom spec table.	\$1,820
1	Create custom trigger and all other associated database objects for trigger to work.	\$4,160
1	PBY3550 AND PBY3551 will be combined into single billing report	\$3,900
1	PBY3552 & PBY3553 will be combined into a single report	\$3,900
<b>Win to Web Reports Total:</b>		<b>\$13,780</b>
<b>Data Services</b>		
1	<p>408 - Migration Data Conversion:</p> <p>The Migration Data Conversion Product is used for migrating data from COTS FASTER Win to FASTER Web. It does not include migrating data that relates or is the result of a use of FASTER Win Add-On unless specifically noted. For example, item 2 of the appendix identifies that if you have the graphics add-on, then all your graphics will be brought over with the migration.</p> <p>A Migration Data Conversion does not migrate data that is uniquely associated with the customization you have. This will need to be addressed separately and potentially as an additional custom migration. The attached appendix "Migration Data Conversion Product" is an outline of the categories of data that will be migrated during the Migration Data Conversion.</p>	\$20,000
1	<p>405 – Data Cleanup:</p> <p>If the data in the current system is in need of correction prior to the extraction, the customer will be responsible for data correction that takes place in the legacy system. (However, as part of the implementation process, FASTER Fleet Consultants will provide advice and guidance related to data correction.) For customers who maintain reliable data, there should be no need for data correction. However, if past practices or flawed conversions permitted incorrect data to be entered in the current system, it is advisable that the customer correct this prior to the extraction process beginning.</p>	n/a

Training		
1	<p>511a – System Overview Meetings (SOM):</p> <p>System overview meetings take place via live, remote web-based sessions. They consist of two, 4-hour meetings that will occur on the same day or two consecutive days where the customer will ensure key users are able to participate.</p>	Included
1	<p>511b - Configuration Training</p> <p>This takes place via live, remote, web-based sessions. It consists of two 4-hour sessions that can occur on the same day or two consecutive days. (If you bill by account-code, there will be a third session that will also take 4-hours.)</p>	Included
1	<p>512 – System Training/Go-Live:</p> <p>This training takes place via live, remote, web-based sessions and includes the below training agenda.</p> <p>Because training is hands-on, the maximum class size is 20 attendees and includes a single training location. Additional training sessions and trainers can be added at an additional cost any time up to 4-weeks prior to your go-live.</p>	See Below
1	<p>512a – Go-Live Week System Training - Asset Module (4 Hrs):</p> <p>Should include FASTER System Admin and Asset Managers.</p>	Included
1	<p>512b – Go-Live Week System Training - Maintenance Module (4 Hrs):</p> <p>Should include FASTER System Admin, Maintenance Supervisor, Service Writers and/or Technician who will create work orders.</p>	Included
1	<p>512c – Go-Live Week System Training - Inventory Module (4 Hrs):</p> <p>Should include FASTER System Admin, Parts Staff and Parts Managers.</p>	Included
1	<p>512d – Go-Live Week System Training - Fuel Module (1 Hr):</p> <p>Should include FASTER System Admin and Fuel Clerk.</p>	Included
1	<p>512e – Go-Live Week System Training - Vendors &amp; Accounting Modules (1.5 Hrs):</p> <p>Should include FASTER System Admin, Accounting Staff and Parts Managers.</p>	Included
2	<p>512f – Go-Live Week System Training - Technician Workstation (2.5 Hrs):</p> <p>Should include FASTER System Admin and Technicians.</p>	Included



1	<p>512g – Go-Live Week System Training - Additional Trainers (TBD):</p> <p>The above training costs provide for one trainer the week of go live. One trainer can provide one session of each of the above hands-on, user training sessions with the exception of the Technician Workstation. (Two Technician Workstation sessions can be accommodated by a single trainer.) If you determine your training needs require additional training sessions due to shift work or other needs, an additional FASTER trainer can participate during the week of go live for an added cost.</p> <p>Therefore, it will be important for you to determine the total number of training sessions and trainers you will need in order to then calculate your total training cost. Each of the above training sessions are role-based. So it should be easy to determine how many staff you have for each role. Typically the largest training sessions are the Technician Workstation and Maintenance Module. Please remember that you may want your Technicians to attend more than the Technician Workstation training module.</p> <p>To calculate your additional training costs:</p> <ul style="list-style-type: none"> <li>-- The cost (including room, board and travel) of the 1st trainer is included in the above costs.</li> <li>-- Travel, room and board will be a flat cost of \$1,000 for each additional trainer.</li> <li>-- To calculate session costs, multiply the number of additional training sessions you need of each of the above session options by the cost of the training module as listed above (module session cost times how many instances of that module session you require).</li> <li>-- The above flat fee for travel, room and board of each additional trainer as well as the fees for the above training assume that training sessions will be held consecutively so as to minimize the number of days a trainer would need to be at your location. It also assumes there is no weekend stayover. If training will begin one week and extend into the next week, an additional \$1,000 per trainer would apply for travel, room and board (\$1,000 flat fee per trainer times the number of business weeks spanned).</li> </ul>	TBD
<b>Discounts</b>		
1	<p>900 – Existing WIN Customer Discount</p> <p>Discount for Existing FASTER WIN Customers</p>	-\$9,020
1	<p>904 – Slotting Discount:</p> <p>FASTER does not hire outside trainers or consultants to provide training and assistance to you when implementing FASTER. We use our own team of highly experienced professionals. This provides a much higher quality implementation than our competitors who do not maintain as large a staff to support their customers.</p> <p>In addition, because of FASTER Web's preeminence we have record numbers of new customers. And we attempt to give customers the maximum amount of flexibility during the implementation. As a result, we have periods during the year that are very busy and others where some of our Implementation Team will be waiting on customers and have idle time they can devote to other projects. Therefore, we offer a group of customers this slotting discount in exchange for permitting us to flex some of their implementation tasks around the needs of other customers.</p> <p>This discount will apply should you agree to permit FASTER to determine the timing of implementation tasks and agree to provide a PO and start your implementation by <b>November 5, 2021</b>. Due to the time sensitivity of this, a PO will need to be received or a contract will need to be signed by <b>November 5, 2021</b> or this offer will expire due to other customers who are interested in this slotting discount.</p>	-\$31,905
1	COVID Discount	-\$5,000

1	905ec – Existing FASTER WIN Customer Dashboard Discount	-\$10,300
<b>FASTER Web Upgrade Software &amp; Services Total</b>		<b>\$0</b>
<b>Total GSA and Open Market</b>		<b>\$61,600</b>

<b>Upgrades &amp; Support</b>		
1	<p>801 – Upgrades &amp; Support:</p> <p>Annual support services apply to FASTER Web and its Add-Ons and Customizations. FASTER Win will continue to be supported until the Customer Go-Live on FASTER Web. FASTER Win will no longer be supported after FASTER Web Go-Live. Further, since FASTER Web is frequently enhanced, it is likely that by the time the Customer goes live on FASTER Web, there will be an enhanced version of FASTER Web available which can immediately be upgraded to so to get the benefit of FASTER Web’s enhancements.</p> <p>The FASTER Web Upgrade &amp; Support fee will be due upon software delivery of FASTER Web. Any months remaining on FASTER Win support will be deducted from this fee. After the first year, support costs will increase at 3% annually.</p>	\$14,052
<b>Upgrades &amp; Support</b>		<b>\$14,052</b>

<b>Payment Schedule By Milestone</b>	
<b>Milestone</b>	<b>Amount Due</b>
<b>30% GSA and Open Market Due Upon Purchase Confirmation</b>	\$18,480
<b>Upgrades &amp; Support Due Upon COTS Software Delivery</b>	\$14,052
<b>30% GSA and Open Market Due Upon COTS Software Delivery</b>	\$18,480
<b>20% GSA and Open Market Due Upon COTS System Overview</b>	\$12,320
<b>20% GSA and Open Market Due Upon Delivery of Converted Data and Go Live</b>	\$12,320



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Juliet Misconi, Acting Public Works Director

**DATE:** 5/20/2021

**RE:** Consideration of relocating unspent funding in Fleet Operating account to Fleet Capital account to replace a forklift, utilizing the Florida Sheriffs contract (\$62,496).

Public Works Fleet Services Division utilizes a 1985 TCM Forklift (6706). This machine is used by the whole Public Works compound to unload deliveries. The asset was purchased in 1985 for \$23,033.50. Fleet has spent \$32,743.73 on the repairs and maintenance of the machine. The transmission is slipping and not functioning properly which is also a safety concern. Due to year of machine, many parts have been discontinued. For the machine to be in proper working order, the cost would be substantial. Fleet has planned for this to be replaced in the 5-year plan, scheduled for FY 2022. However, Staff recommends replacing it now rather than incur the expense of the transmission repair (\$2,000.00 or more) and rather than rent a Forklift at \$2,327.00 a month (\$9,308 for remainder of the Fiscal Year).

The Florida Sheriffs Contract will be utilized to replace the Forklift. The attached quote was provided via a qualified dealer.

Since this was an unexpected cost to Public Works Fleet Services, funding is requested from unencumbered funds from an operating account. With Council's approval, available funding will be transferred from the following operating accounts: 521-7070-519-5207 (\$62,496) and will be used to procure a new Forklift. This fund, used for purchasing vehicle parts, has a surplus due to the delay in receiving some stock parts because of the COVID-19 pandemic.

### REQUESTING DEPARTMENT:

Public Works

### FISCAL IMPACT:

Funding is available in the Public Works Fleet Services Operating budget and will be transferred to the Fleet Capital account as follows: \$62,496.00 from 521-7070-519-5207 Vehicle Parts to 521-7070-519-6401 Machinery & Equipment. Upon Council approval, this change will be reflected in the next scheduled budget amendment.

### RECOMMENDATION:

Motion to approve the replacement of Forklift 6706.

**ATTACHMENTS:**

**Description**

Supporting Documents - Budget Change for Forklift

**EQUIPMENT HISTORY**  
**COST AND QUANTITY - DETAIL REPORT**  
**REQUESTED: 01/01/1985 TO 04/27/2021**  
**REPORTED: 01/01/1985 TO 04/30/2021**

Dollar values shown in this report represent costs to the equipment. They do not include markup.  
You can choose to include warranty costs in Maint \$ and Repair \$ or not. Warranty costs are always included in Total \$.

COMPANY: 001 - City of Palm Bay Active Equipment

DEPARTMENT: 64 - PUBLIC WORKS

EQ NUMBER: 6706    UID: 885    DESCRIPTION: 1985 TCM FHD36Z8    CLASS: J30DZAZ31Z    DEPARTMENT: 64

MO/YEAR	TOTAL \$	OPERATING \$	MAINT & REP \$	MAINT\$	REPAIR \$	WARR \$	ACCIDENT \$	FUEL \$	FUEL QTY	OTHER QTY
10/1995	423.65	423.65	423.65	0.00	423.65	0.00	0.00	0.00	0.0	0.00
01/1996	387.33	387.33	387.33	327.88	59.45	0.00	0.00	0.00	0.0	0.00
02/1996	81.90	81.90	81.90	0.00	81.90	0.00	0.00	0.00	0.0	0.00
03/1996	569.24	569.24	569.24	0.00	569.24	0.00	0.00	0.00	0.0	0.00
04/1996	603.92	603.92	603.92	0.00	603.92	0.00	0.00	0.00	0.0	0.00
12/1996	967.37	967.37	967.37	325.81	641.56	0.00	0.00	0.00	0.0	0.00
03/1997	240.26	240.26	240.26	0.00	240.26	0.00	0.00	0.00	0.0	0.00
08/1997	8.33	8.33	0.00	0.00	0.00	0.00	0.00	8.33	9.8	0.00
10/1997	92.59	92.59	77.62	77.62	0.00	0.00	0.00	14.97	17.1	0.00
12/1997	8.18	8.18	0.00	0.00	0.00	0.00	0.00	8.18	9.3	0.00
01/1998	7.51	7.51	0.00	0.00	0.00	0.00	0.00	7.51	9.5	0.00
02/1998	88.02	88.02	79.13	0.00	79.13	0.00	0.00	8.89	11.4	0.00
03/1998	3.70	3.70	0.00	0.00	0.00	0.00	0.00	3.70	4.8	0.00
04/1998	242.64	242.64	235.04	0.00	235.04	0.00	0.00	7.60	10.0	0.00
06/1998	9.24	9.24	0.00	0.00	0.00	0.00	0.00	9.24	12.0	0.00
07/1998	7.52	7.52	0.00	0.00	0.00	0.00	0.00	7.52	10.3	0.00
08/1998	6.90	6.90	0.00	0.00	0.00	0.00	0.00	6.90	10.0	0.00
09/1998	7.06	7.06	0.00	0.00	0.00	0.00	0.00	7.06	9.8	0.00
11/1998	15.14	15.14	0.00	0.00	0.00	0.00	0.00	15.14	20.6	0.00
12/1998	227.88	112.64	100.31	59.31	41.00	0.00	115.24	12.33	18.4	0.00
01/1999	5.90	5.90	0.00	0.00	0.00	0.00	0.00	5.90	8.8	0.00
02/1999	15.60	15.60	0.00	0.00	0.00	0.00	0.00	15.60	23.9	0.00
03/1999	1,335.32	1,335.32	1,326.97	0.00	1,326.97	0.00	0.00	8.35	11.6	0.00
04/1999	7.80	7.80	0.00	0.00	0.00	0.00	0.00	7.80	10.0	0.00
05/1999	226.88	226.88	219.16	0.00	219.16	0.00	0.00	7.72	9.9	0.00
06/1999	7.45	7.45	0.00	0.00	0.00	0.00	0.00	7.45	9.8	0.00
07/1999	8.36	8.36	0.00	0.00	0.00	0.00	0.00	8.36	10.2	0.00
08/1999	9.59	9.59	0.00	0.00	0.00	0.00	0.00	9.59	10.9	0.00
09/1999	8.56	8.56	0.00	0.00	0.00	0.00	0.00	8.56	9.3	0.00
10/1999	10.53	10.53	0.00	0.00	0.00	0.00	0.00	10.53	11.2	0.00
11/1999	9.87	9.87	0.00	0.00	0.00	0.00	0.00	9.87	10.5	0.00
12/1999	11.11	11.11	0.00	0.00	0.00	0.00	0.00	11.11	11.0	0.00
01/2000	8.68	8.68	0.00	0.00	0.00	0.00	0.00	8.68	9.5	0.00

**EQUIPMENT HISTORY**  
**COST AND QUANTITY - DETAIL REPORT**  
**REQUESTED: 01/01/1985 TO 04/27/2021**  
**REPORTED: 01/01/1985 TO 04/30/2021**

REPORT TOTALS:

METER TYPE	TOTAL	OPERATING	M & R	MAINT	REPAIR	WARRANTY	ACCIDENT	FUEL	FUEL QTY	MTR/GAL METER TL
H - HOURS TTLS:	36318.46	36203.22	32743.72	3348.95	29394.77	0.00	115.24	3459.50	1525.7	2.84
CPM:	8.395	8.369	7.569	0.774	6.795	0.000	0.027	0.800		4326

REPORT PARAMETERS:

REQUESTED DATE RANGE: 01/01/1985 TO 04/27/2021  
 GROUP: COMPANY THEN DEPARTMENT  
 INCLUDE WARRANTY IN M & R: NO  
 EQUIPMENT NUMBER RANGE: 6706 to 6706  
 MODEL YEAR RANGE: ALL YEARS  
 ECO COMPANY RANGE: ALL COMPANIES  
 DPN DEPARTMENT RANGE: ALL DEPARTMENTS  
 EQC EQUIPMENT CLASS RANGE: ALL CLASSES  
 SHP EQUIPMENT SHOP RANGE: ALL SHOPS  
 STE EQUIPMENT SITE RANGE: ALL SITES  
 MAK EQUIPMENT MAKE RANGE: ALL MAKES  
 MOD EQUIPMENT MODEL RANGE: ALL MODELS  
 EBC EQUIPMENT BILLING CODE RANGE: ALL BILLING CODES  
 EMG EQUIPMENT MONITOR GROUP RANGE: ALL MONITOR GROUPS  
 STA EQUIPMENT STATUS RANGE: ALL STATUSES  
 EUC EQUIPMENT USE CODE: ALL EQUIPMENT REGARDLESS OF USE CODE

NOTE: TOTAL \$ includes MAINTENANCE, REPAIR, WARRANTY, ACCIDENT, and FUEL COSTS  
 OPERATING \$ includes MAINTENANCE, REPAIR, and FUEL COSTS: ALSO INCLUDES WARRANTY COST WHEN INDICATED \*  
 MAINT & REP \$ includes MAINTENANCE and REPAIR COSTS  
 M, R, & W \$ includes MAINTENANCE, REPAIR, and WARRANTY COSTS

Equipment Information:: Company 001 City of Palm Bay Active Equipment



Equipment Number 6706	Year 1985	Make TCM	Model FHD36Z8	Shop 001	TSet EQ	License UNLICENS	Print
Meter H	Reading 4326	Parent Equipment Component	Class J30DZAZ31Z	Department 64	PUBLIC WORKS		
		Link <input type="radio"/> None <input type="radio"/> Permanent <input type="radio"/> Removable	Serial Number 46500229	Location HQ	MG OFF-ROAD AND CONSTRUCTIO		
		Status <input type="checkbox"/> Attached	Color	Priority	Site PW	1050 MALABAR RD SW 32907	
Status A		Last PM Type A	Date Done 10/09/2019	Employee 1664	HODGE TRACY		
Motor Pool <input type="checkbox"/>		EAC 08	Monday-Friday 7-330				
Depreciation 23033.50				Last Work Order 0000547954			

Master Billing Notes Acq/Disp Vehicle Replacement Search Query History Componer

Date 10/01/1985 Cost 23033.50 Maint \$ LTD 32743.72 Inflation Rate .03000 Salvage Rate .10000  
Fund 010 Major Grouping Highest Meter 4.3 Maintenance 10.0 Age 5.0

## Expected Life In Meters

Type	Primary	Date	Time	Actual	Acquire	BeginFY
H	X	08/23/2004	09:11:53	4326	0	4326

&lt; &gt;

	Remaining Life	Replacement	Replacement	Monthly Recovery
Original:	-187	10/01/2005	41938.36	174.74
Adjusted:	0	04/28/2021	66894.55	156.66

Salvage Value 2303.35  
Recovery Collected 0.00  
Recovery Balance 66894.55  
Life Expectancy Months 240  
Current Life In Months 427  
Total Points 15.0  
Condition Factor 0.00

Vehicle Replacement

PIC Upd



## RENTAL QUOTE

BRANCH 692  
1201 LAKE WASHINGTON ROAD  
MELBOURNE FL 32935-5542  
321-259-2005

# 193209852

Job Site CITY OF PALM BAY, PUBLIC WORKS  
1050 MALABAR RD SW  
PALM BAY FL 32907-6803  
Office: 321-952-3416 Cell: 321-863-9101

Customer # : 193423  
Quote Date : 04/28/21  
Estimated Out : 05/01/21 08:00 AM  
Estimated In : 05/29/21 08:00 AM  
UR Job Loc : 1050 MALABAR ROAD, M  
UR Job # : 5 - CITY OF PALM BAY  
Customer Job ID: 5 - CITY OF PALM BAY  
P.O. # : TBD  
Ordered By : KENNY  
Written By : ANTHONY LUTHER  
Salesperson : ANTHONY LUTHER

CITY OF PALM BAY, PUBLIC WORKS  
120 MALABAR RD SE  
ATTN: PUBLIC WORKS  
PALM BAY FL 32907-3009

This is not an invoice  
Please do not pay from this document

RENTAL ITEMS:								
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.	
1	2311450	FORKLIFT WHSE 10000-12500# PNEUMATIC	369.00	369.00	983.00	2,327.00	2,327.00	
						Rental Subtotal:	2,327.00	
SALES/MISCELLANEOUS ITEMS:								
Qty	Item		Price		Unit of Measure	Extended Amt.		
1	DELIVERY CHARGE		70.000		EACH	70.00		
1	PICKUP CHARGE		70.000		EACH	70.00		
						Sales/Misc Subtotal:	140.00	
						Agreement Subtotal:	2,467.00	
						Estimated Total:	2,467.00	
COMMENTS / NOTES								

## COMMENTS/NOTES:

CONTACT: KENNY .  
CELL#: 321-890-5580

\*\*\*\*\*  
\* RATES ARE BASED ON SINGLE SHIFT OPERATIONS UNLESS \*  
\* OTHERWISE STATED \*  
\* SINGLE SHIFT = 8 HRS / DAY, 40 HRS / WEEK, 160 HRS / 4 WEEKS \*  
\* DOUBLE SHIFT = 16 HRS / DAY, 80 HRS / WEEK, 320 HRS / 4 WEEKS \*  
\* TRIPLE SHIFT = UNLIMITED USAGE \*  
\* \*\* DOUBLE SHIFT IS 1.5 X SINGLE RATE \*\* \*  
\* \*\* TRIPLE SHIFT IS 2 X SINGLE RATE \*\* \*  
\*\*\*\*\*  
\* EQUIPMENT WILL BE DELIVERED FULL OF FUEL. CUSTOMER IS RESPONSIBLE \*  
\* FOR FUELING. IF NOT RETURNED FULL, A REFUELING CHARGE WILL APPLY. \*  
\*\*\*\*\*

SOURCEWELL CONTRACT 062320 URI

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)  
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #  
IN ORDER TO CLOSE THIS CONTRACT

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.





**Brooksville**  
352-796-4978

**Lakeland**  
863-606-0512

**Pompano Beach**  
854-977-5010

**Daytona Beach**  
386-947-3363

**Ocala**  
352-732-2800

**Sarasota**  
941-753-7535

**Gainesville**  
352-371-9983

**Orlando**  
407-855-6195

**Tallahassee**  
850-562-2121

**St. Augustine**  
904-737-7730

**Palm Bay**  
321-952-3001

**Tampa**  
813-671-3700

**Lake City**  
386-755-3997

**Perry**  
850-584-2800

**Tarpon Springs**  
727-938-1515

## QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:  
Brevard County

3/22/2021

### (1) NEW CATERPILLAR GP40N1-D PNEUMATIC TIRE LIFT TRUCK

#### CONTRACT DETAILS

Florida Sheriff's Association  
Bid # FSA20-EQU18.0  
Item # 138, Cushion Tire Lift - 4,000 LB Capacity and Options  
Contract Dates: October 1, 2020 Through September 30, 2021

#### BASE MACHINE

BASE	Caterpillar 2CC4000 Per Sheriff's Contract Specifications	\$31,373
DP35N5-D	Upgrade to DP35N5-D, Base Machine Only	<u>\$9,043</u>
<b>TOTAL OF BASE MACHINE</b>		<b>\$40,416</b>

#### NON-SPECIFIED OPTIONS

DP40N1-D	BASE LIFT TRUCK LIST PRICE	\$50,940
DP35N5-D	BASE LIFT TRUCK LIST PRICE	<u>\$41,540</u>
	BASE LIFT TRUCK LIST PRICE DIFFERENCE	\$9,400
DP40N1-D	UPGRADE TO DP40N1-D, BASE MACHINE ONLY	\$9,400
5V40C37	SIMPLEX MAST 148" MFH X 99" OALH X 5.9" FFH	\$6,225
FKHP48-40I	2" X 6" X 48" HOOK TYPE PALLET FORKS	\$1,065
TILT-STD1I	TILT CYLINDER 5 DEGREE FORWARD AND BACK	NC
854FP40-STD1I	PERKINS 854F 3.4L TURBO 4-CYLINDER DIESEL ENGINE	NC
2F1RTM-STD1I	TWO FORWARD / ONE REVERSE SPEED TRANSMISSION	NC
SPR3DSP40I	SOLID PNEUMATIC SINGLE DRIVE TIRES	\$1,845
STRNPT50I	SOLID PNEUMATIC STEER TIRES	\$1,075
CARR47-STD1I	47" WIDE HOOK TYPE CARRIAGE	NC
LBR-STD1I	48" HIGH LOAD BACKREST EXTENSION	NC
VLV4P40I	4 SECTION VALVE WITH COWL MOUNTED LEVERS	\$530
4VSIMP40I	DUAL FUNCTION INTERNAL HOSEING - SIMPLEX MAST	\$1,160
OHGATLS-STD1I	STD OVERHEAD GUARD	NC
EPSD-STD1I	ENGINE PROTECTION SYSTEM	NC
FSM-STD1I	FUEL SAVER MODE	NC
GSPSPD-STD1I	GROUND SPEED CONTROL	NC
RGHI	REAR GRAB HANDLE WITH HORN BUTTON	\$175

**Ring Power**
**Brooksville**  
 352-796-4978

**Lakeland**  
 863-606-0512

**Pompano Beach**  
 854-977-5010

**Daytona Beach**  
 386-947-3363

**Ocala**  
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 813-671-3700

**Lake City**  
 386-755-3997

**Perry**  
 850-584-2800

**Tarpon Springs**  
 727-938-1515

STKNBI	STEERING WHEEL KNOB	\$185
HCB-STD1I	HIGH CAPACITY BATTERY	NC
EBUA-STD1I	ELECTRONIC BACK-UP ALARM	NC
WKLTRCL-STD1I	2 FORWARD LED WORK LIGHTS OHG MOUNTED	NC
WKLTCLEDP-STD	REAR LED STOP/TAIL/BACKUP COMBINATION LIGHTS	NC
AMBSTRAI	AMBER STROBE LIGHT -MOUNTED ABOVE OHG	\$330
SEATFSV-STD1I	FULL SUSPENSION VINYL SEAT W/ ORANGE SEATBELT	NC
OCTCB-STD1I	OPERATOR CONVENIENCE TRAY W/ CLIPBOARD HOLDER	NC
LANGENG-STD	ENGLISH LANGUAGE MARKINGS	NC
WAR-STD	STD WARRANTY 12 MOS/2000 FULL; 24 MOS/4000 PT	NC
	SUB TOTAL	\$21,990
	LESS 8% SHERIFF'S CONTRACT DISCOUNT	<b>(\$1,759)</b>
	<b>TOTAL OF NON-SPECIFIED OPTIONS</b>	<b>\$20,231</b>
<b>NON-CONTRACT OPTIONS</b>		
E10H1190-36	RIGHTLINE FORK POSITIONER & SIDE SHIFT	<b>\$3,396</b>
	SUB TOTAL	\$64,043
	LESS ONE TIME ADDITIONAL DISCOUNT	<b>(\$1,547)</b>
	<b>TOTAL TRANSACTION PRICE</b>	<b>\$62,496</b>

Best regards,

Kenny Gillette  
 Sales Representative  
 Ring Power Corporation



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

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

**DATE:** 5/20/2021

**RE:** Consideration of appropriating funds from the Building Department Undesignated Fund Balance to Building Department Operating account to cover the cost of utilizing contracted Building Services-Inspection, Permit Technician, and Plan Review (\$300,000).

The Building Department is requesting an additional \$300,000 to cover the cost of utilizing contracted Building Services-Inspection, Permit Technician, and Plan Review. This Fiscal Year 2021, the Procurement Department, at the request of the Building Department, solicited hourly rates for Building Inspector, Permit Technician, and Plans Examiner services to supplement in house staff. The Building Department uses these services to conduct, application processing, field inspections for building permits and reviews construction plans to ensure compliance of the State Building Codes. On March 11, 2021, the Chief Procurement Officer awarded IFB #09-0-2021 to the six lowest, most responsive, and responsible companies who submitted a bid: Bureau Veritas North America out of Orlando, Florida; Joe Payne, Inc. out of Tampa, Florida; C.A.P Government, Inc. out of Coral Gables Florida; PDCS, LLC out of Orlando Florida, Universal Engineering Sciences out of Rockledge Florida and Safebuilt Florida LLC out of Loveland, CO. Council authorized the spend of \$474,102 against this contract on February 18, 2021. The agreement is for one year with two optional one-year renewals. Currently the Building Department has expended \$405,702 prior to the start of the new contract. The contract year runs March 19, 2021 to March 18, 2022.

Based on current trends, staff is requesting approval to increase the fiscal year budget to \$774,102 due to the increase in building within the city (to date 5,609 permits submitted), adding Fire Plans Examiner & Inspector contractors, adding Permit Technicians to process the intake of Driveway & Drainage Permits and increases in Inspections (7,871 to date). Additionally, the Chief Building Official continues to meet with contractors to bring these Inspections and Plan Reviews back to the Building Department. By doing so, the Building Department will need to increase the usage of outside contracting until we fill all vacant positions we have posted.

**REQUESTING DEPARTMENT:**  
Building Department

**FISCAL IMPACT:**  
Transfer available funds of \$300,000 in Building Department Undesignated Fund Balance account # 451-0000-392-3006 to Building Department Operating account #451-3120-524-3141. The anticipated expenditure will be

\$774,102 for outside Building Services.

**RECOMMENDATION:**

Motion to approve funds available of \$300,00 from account #451-0000-392-3006 to operating account #451-3120-524-3141. The anticipated expenditure for FY 21 will be \$774,102, for outside Building Services.



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Joan Junkala-Brown, Deputy City Manager

**DATE:** 5/20/2021

**RE:** Consideration of appropriating General Fund Undesignated Fund Balance (\$26,995) to Legislative Operating account to cover the cost of audio/visual and live streaming services from 142 Productions during the Council Chambers renovation.

On January, 4, 2021, the Palm Bay Council Chambers experienced a pipe burst which lead to flooding of and extensive damage to Chambers facilities. Due to required repairs, all previously scheduled City Council and board/committee meetings were moved to the Tony Rosa Community Center, which lacked the audio/visual capabilities for such meetings which are recorded and live-streamed.

The City's contracted video production team, 142 Productions, provided audio/visual and streaming for 13 meetings held between January 7, 2021 through February 21, 2021 with a total unbudgeted cost of \$26,995.

**REQUESTING DEPARTMENT:**

City Manager's Office

**FISCAL IMPACT:**

The unbudgeted cost of the live stream was \$26,995. This amount will be transferred from Undesignated Fund Balance (001-0000-392-1001) to Other Professional Services (001-1110-511-3141) on the next scheduled Budget Amendment.

**RECOMMENDATION:**

Motion to approve the use of \$26,995 in Legislative Department's Other Professional Services account to cover the costs of audio/visual and live streaming services from 142 Productions.



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

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

**DATE:** 5/20/2021

**RE:** Consideration of the lift station telemetry solar panel project and the appropriation of funds on the next scheduled Budget Amendment (\$20,130).

On February 11, 2021 at approximately 7:00 am, the Utilities Department responded to a Sanitary Sewer Overflow (SSO) near a residential home at 3415 Gran Ave NE. On-site crews reported approximately 400 gallons of raw/untreated wastewater spilled onto the ground due to a Fats/Oils/Grease (FOG) blockage in a maintenance hole and nearby lift station. Approximately 200 gallons of the discharge was recovered. The unrecovered 200 gallons potentially entered two (2) stormwater inlets near the discharge area. The discharge area was disinfected, and the blockage was cleared. The Florida Department of Environmental Protection (FDEP) was notified of the incident.

On March 5, 2021, the Utilities Department received a letter from FDEP regarding the February 11th incident and required staff to call and discuss the issue. On March 26, 2021, The Utilities Department (Christopher Little) discussed the incident with FDEP staff. As a result of the illicit discharge incident, FDEP imposed a penalty of \$2,251.50.

On April 13, 2021 at approximately 2:30 pm, the Utilities Department was notified that Young's Communications Co., Inc (Y-COM) had damaged a 10-inch sewer force main located along Palm Bay Road and near the intersection of Conlan Boulevard and that raw/untreated wastewater was discharging onto the ground, sidewalk, and adjacent canal. Utilities Department staff mobilized to redirect wastewater flows away from break point, notify adjacent private lift station owners to turn off their lift stations, and to retain the services of third parties to assist in the emergency, including Rangeline (line-tapping), Meeks Plumbing (lift station pump outs), Alpha-Omega Training and Compliance (site assessment and remediation). The Public Works Department assisted by providing barriers for stormwater inlets and boxes until the damage was repaired. Y-COM mobilized to make the repairs to the damaged pipe. As a result of the line break, approximately 42,000 gallons of raw/untreated wastewater discharged to the ground and stormwater system. None was recovered. Alpha-Omega assisted in remediation efforts, including the disinfection of the discharge sites. The Florida Department of Environmental Protection (FDEP) and State Warning Point were notified of the incident.

On April 16, 2021, the Utilities Department received a letter from FDEP regarding the April 13th incident and required staff to call and discuss the issue. On May 4, 2021, The Utilities Department (Christopher Little and Robert Hinkel) discussed the incident with FDEP staff. As a result of the illicit discharge incident, FDEP

imposed a penalty of \$4,388.60. Note that Utilities Department intends to invoice the Contractor for this penalty.

Both incidents resulted in a total penalty of \$6,640.10. In lieu of paying the entire penalty, FDEP has allowed the City to complete a project, which is not already budgeted, that will provide an environmental and/or economic benefit to the centralized sewer system. The Utilities Department has chosen, and FDEP has accepted, the proposed installation of solar panels at lift stations without onsite auxiliary power but only battery backups that only last a few hours. Seven (7) lift stations adjacent to waterways will be converted to a solar/battery backup configuration to allow the lift station telemetry units to communicate to the SCADA system for an extended period during emergency power outages.

The anticipated cost of the solar panel project is \$15,100; the Department is also requesting a 30% contingency in the amount of \$4,530. In addition to the cost of the solar panel project, the Utilities Department must pay \$500 for FDEP's departmental costs.

All work must be completed by October 29, 2021 for the project to offset the penalty.

The Department is requesting approval for the project and for fund appropriation from Fund Balance. A budget amendment in the amount of \$20,130 will be submitted.

**REQUESTING DEPARTMENT:**

Utilities

**FISCAL IMPACT:**

Total project cost is \$20,130. Funding for this project was not budgeted in the FY 2021 Approved Budget. Funds are available in the Utilities Department's Fund Balance, and will be appropriated to Account 421-8030-535-6327, project 21WS25, on the next scheduled Budget Amendment.

**RECOMMENDATION:**

Motion to 1) approve Lift Station Telemetry Solar Panel Project, and 2) approve appropriation of funds on the next scheduled Budget Amendment in the amount of \$20,130.

**ATTACHMENTS:**

**Description**

FDEP Warning Letter - March 5

Lift Station Solar Panel Project (P2 Form)

FDEP Warning Letter - April 16

Penalty - MH Overflow

Penalty - Force Main Break

Wastewater Force Main Break on Palm Bay Road at RJ Conlan



# FLORIDA DEPARTMENT OF Environmental Protection

CENTRAL DISTRICT OFFICE  
3319 MAGUIRE BLVD., SUITE 232  
ORLANDO, FLORIDA 32803

Ron DeSantis  
Governor

Jeanette Nuñez  
Lt. Governor

Noah Valenstein  
Secretary

March 5, 2021

Christopher A. Little, Utilities Director  
250 Osmosis Dr SE  
Palm Bay, Florida 32909- 2356  
[christopher.little@pbfl.org](mailto:christopher.little@pbfl.org)

Re: Warning Letter  
City of Palm Bay WWTF; Facility ID No. FLA103357  
Sanitary Sewer Overflow at 3415 Gran Avenue NE (near LS#58)  
Brevard County

Dear Mr. Little:

A file review was conducted for your facility on February 24, 2021. During this file review, possible violations of Chapter 403, F.S., Chapter 62-604, Florida Administrative Code (F.A.C.), and Chapter 62-620, F.A.C. were observed.

During the review Department personnel noted the following:

- On February 11, 2021 the Department was notified that City of Palm Bay WWTF had an unauthorized discharge of approximately 400 gallons of raw domestic wastewater. Approximately 200 gallons was recovered with a vacuum truck and the remaining 200 gallons was unrecoverable and potentially entered two (2) inlets near the discharge area which may have led to nearby surface waters.

Violations of Florida Statutes or administrative rules may result in liability for damages and restoration, and the judicial imposition of civil penalties, pursuant to Sections 403.121 and 403.161, Florida Statutes.

Please contact Carolyn X. Hall, at (407) 897-4114, within **7 days** of receipt of this Warning Letter to arrange a meeting to discuss this matter. The Department is interested in receiving any facts you may have that will assist in determining whether any violations have occurred. You may bring anyone with you to the meeting that you feel could help resolve this matter.

Please be advised that this Warning Letter is part of an agency investigation, preliminary to agency action in accordance with Section 120.57(5), Florida Statutes. We look forward to your cooperation in completing the investigation and resolving this matter.



Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Watkins".

Aaron Watkins  
District Director  
Central District

AW/ds/cxh

cc: Daniel K. Hall, [Daniel.K.Hall@floridadep.gov](mailto:Daniel.K.Hall@floridadep.gov)  
Carolyn X. Hall, [Carolyn.X.Hall@floridadep.gov](mailto:Carolyn.X.Hall@floridadep.gov)

[This template is to be used as a Short Form Consent Order Exhibit when the P2 Project(s) is (are) relatively straightforward. This template must be completed to describe P2 Projects that are already evaluated, and that can be approved prior to consent order finalization. The document must be in final form and attached as an exhibit to the consent order before execution. The Summary must contain the following information.]

## Exhibit

### P2 Project Summary Lift Stations Solar Panels

(Note: Provide the information specified and delete existing text within parentheses)

Palm Bay Utilities

250 Osmosis Dr. SE Palm Bay, FL 32909

321.952.3410

(Preparer Name/Title)

A. **Project Description:** Lift Station Solar Panels: Installation of solar panels on lift station without onsite auxiliary power. The department selected seven (7) lift stations adjacent to waterways without onsite auxiliary power to convert from the battery backup to a solar/battery backup for the telemetry unit to communicate. (Summarize P2 Projects selected. Describe the processes or operations to be modified, and the specific changes to be made. Include details such as the specific equipment to be installed, materials to be substituted, and the actual changes to be made to processes or operations. Include manufacturer or vendor information, and specifications.)

B. **Environmental and Economic Benefits:** The environmental benefits of solar panels on the lift station will allow the device to transmit station operation conditions when a power failure occurs. Staff will receive data transmission to respond more promptly to locations with portable auxiliaries to avoid discharge into a waterway. (Explain why and how each Project proposed constitutes P2.

**Describe generally in paragraph format.** The conversion will consist of a minor redesign of the existing infrastructure of the backup battery. The current unit stores approximately 3-4 hours of power after a power failure to transmit data through the telemetry system. The solar backup will extend the transmission time to allow personnel to respond with portable power to keep the station and flows within the system.

This portion is unknown TBD Estimate the *annual* savings in *resources* - raw materials, chemicals, water, and energy at the process or operation front end. Estimate the *annual* reductions in *wastes* - solid and hazardous waste, wastewater, and air emission reductions at the process or operation back end.

Figures quoted should represent weights or volumes annually, and should be equalized for production rate changes. Associated cost savings should be included. **Describe specifically using the tables provided.**

Complete the first table for each Project individually. Add or average corresponding figures from each Project table to complete the Summary table, *for multiple Projects.*)

Lift Station Solar Panels							
Annual Resource Consumption Comparison							
Item	Quantity Used (gal/lb/kwh-specify)			Purchasing Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Water							
Chemicals	NA	NA	NA	NA	NA	NA	NA

Materials							
Energy	438kwh	0	438kwh	\$0.12	\$0	\$0.12	100%
Total Annual Cost Savings = ~\$53							
<b>Annual Waste Generation Comparison</b>							
Item	Quantity Generated (gal/lb/tons-specify)			Disposal Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Hazardous Waste	NA	NA	NA	NA	NA	NA	NA
Industrial Wastewater	NA	NA	NA	NA	NA	NA	NA
Solid Waste	NA	NA	NA	NA	NA	NA	NA
Air Emissions	NA	NA	NA	NA	NA	NA	NA
Total Annual Cost Savings =							
<b>Total Annual Avoided Cost Savings =</b>							

<i>Summary of All P2 Projects</i>							
<b>Annual Resource Consumption Comparison</b>							
Item	Quantity Used (gal/lb/kwh-specify)			Purchasing Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Water							
Chemicals							
Materials							
Energy	3.07Mwh	0	3.07Mwh	\$0.84	0	\$0.84	100%
Total Annual Cost Savings = \$371							
<b>Annual Waste Generation Comparison</b>							
Item	Quantity Generated (gal/lb/tons-specify)			Disposal Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Hazardous Waste	NA	NA	NA	NA	NA	NA	NA
Industrial Wastewater	NA	NA	NA	NA	NA	NA	NA
Solid Waste	NA	NA	NA	NA	NA	NA	NA
Air Emissions	NA	NA	NA	NA	NA	NA	NA
Total Annual Cost Savings =							
<b>Total Annual Avoided Cost Savings =</b>							

C. **Project Cost:** The initial estimate cost for this project is approximately \$15,100.

**D. Project Reporting:**

1. Within 30 days of completing the P2 Project, the Respondent shall submit to the Department a P2 Project Final Report that includes the following:

a. A confirmation that the information presented in Sections A-C of the Summary is unchanged, or an updated version with the sections changed appropriately. A statement that the Project(s) was/were implemented successfully. An explanation of any problems encountered and corrections applied. *A statement indicating the date the Project was started and also the date completed.*

b. Attached expense reports, receipts, purchasing instruments and other documents itemizing costs expended on preparing and implementing the Project.

2. The Department shall review the Final Report and determine:

a. Whether the project was properly implemented; and

b. Which expenses apply toward pollution prevention credits.

3. A \$1.00 pollution prevention credit for each \$1.00 spent on applicable costs will be applied against the portion of the civil penalty that can be offset.

a. The following costs *are applicable as P2 credits* toward the civil penalty offset amount:

i. Preparation of the P2 Project;

ii. Design of the P2 Project;

iii. Installation of equipment for the P2 Project;

iv. Construction of the P2 Project;

v. Testing of the P2 Project;

vi. Training of staff concerning the implementation of the P2 Project; and

vii. Capital equipment needed for the P2 Project.

b. The following costs *shall not apply as P2 credits* toward the civil penalty offset amount:

i. Costs incurred in conducting a waste audit;

ii. Maintenance and operation costs involved in implementing the P2 Project;

iii. Monitoring and reporting costs;

iv. Salaries of employees who perform their job duties;

v. Costs expended to bring the facility into compliance with current law, rules and regulations;

vi. Costs associated with a P2 Project that is not implemented;

vii. Costs associated with a P2 Project that has not been approved by the Department; and

viii. Legal costs.

c. If any balance remains after the entire P2 credit is applied to the allowable portion of the civil penalty, Respondent shall pay the difference within 30 days of written notification by the Department to the Respondent that the balance is due.

4. The Department may terminate the P2 Project at any time during the development or implementation of it, if the Respondent fails to comply with the requirements in this document, act in good faith in preparing and implementing the project, or develop and implement the P2 Project in a timely manner. The Respondent may terminate the P2 Project at any time during its development or implementation.

5. If the P2 Project is terminated for any reason, Respondent shall pay the full balance of the allowable portion of the civil penalty within 10 days of written demand by the Department.



# FLORIDA DEPARTMENT OF Environmental Protection

CENTRAL DISTRICT OFFICE  
3319 MAGUIRE BLVD., SUITE 232  
ORLANDO, FLORIDA 32803

Ron DeSantis  
Governor

Jeanette Nuñez  
Lt. Governor

Noah Valenstein  
Secretary

April 16, 2021

Christopher A. Little, Utilities Director  
250 Osmosis Dr SE  
Palm Bay, Florida 32909- 2356  
[christopher.little@pbfl.org](mailto:christopher.little@pbfl.org)

Re: Warning Letter  
City of Palm Bay WWTF; Facility ID No. FLA103357  
Sanitary Sewer Overflow at Palm Bay Road NE & Robert J. Conlan Blvd NE  
Brevard County

Dear Mr. Little:

A file review was conducted for your facility on April 16, 2021. During this file review, possible violations of Chapter 403, F.S., Chapter 62-604, Florida Administrative Code (F.A.C.), and Chapter 62-620, F.A.C. were observed.

During the review Department personnel noted the following:

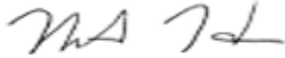
- On April 13, 2021 the Department was notified that City of Palm Bay WWTF had an unauthorized discharge of approximately 42,000 gallons of raw domestic wastewater. No recovery was made, and the discharge entered adjacent storm drains and drainage canals.

Violations of Florida Statutes or administrative rules may result in liability for damages and restoration, and the judicial imposition of civil penalties, pursuant to Sections 403.121 and 403.161, Florida Statutes.

Please contact Carolyn X. Hall, at (407) 897-4114, within **7 days** of receipt of this Warning Letter to arrange a meeting to discuss this matter. The Department is interested in receiving any facts you may have that will assist in determining whether any violations have occurred. You may bring anyone with you to the meeting that you feel could help resolve this matter.

Please be advised that this Warning Letter is part of an agency investigation, preliminary to agency action in accordance with Section 120.57(5), Florida Statutes. We look forward to your cooperation in completing the investigation and resolving this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read 'AW 7L', is positioned below the word 'Sincerely,'.

*On behalf of:*

Aaron Watkins  
District Director  
Central District

AW/ds/ch

cc: David Smicherko, [David.Smicherko@FloridaDEP.gov](mailto:David.Smicherko@FloridaDEP.gov)  
Carolyn X. Hall, [Carolyn.X.Hall@floridadep.gov](mailto:Carolyn.X.Hall@floridadep.gov)

## Penalty Calculation Worksheet

Facility ID:	FLA103357	Violator's Name:	Palm Bay #1 WRF
Date of Initial Computation:	3/5/2020		
Name of Department Staff Responsible for Penalty Computations:	Marcos Ruiz		

☐ This calculation uses the ELRA penalty schedule for purposes of settlement (via a consent order).  
☒ This calculation is in support of an administrative penalty action (via an ELRA Notice of Violation).

### Part I - Penalty Determinations

Program	Violation Type	Violation Description	ELRA Citation	ELRA Penalty Schedule	Number of Violations Assessed at Base Penalty	Additional Adjusted Multi-Day Penalty Amount	Multi-Day Factor for Adjusted Penalty Amount	Total
WW	An unpermitted or unauthorized discharge or effluent limitation exceedance for a domestic or industrial wastewater violation not involving a surface water or groundwater quality violation.	Spill of raw wastewater occurred 2/23/2020. Total of 500 gallons discharged to Turkey Creek and river.	403.121(3)(b)	\$2,000.00	1			\$2,000.00

### Part II - Adjustments

Adjustment	Justification	Dollar Amount
Good faith/Lack of good faith prior to discovery		
Good faith/Lack of good faith after discovery		
History of Non-compliance		
Ability to pay		
Other Unique Factors		

### Economic Benefit

Item	Delayed or Avoided or Direct	Description	Dollar Amount
Raw WW spill of 500 gallons that entered surface waters		500 gallons x .003	\$1.50

## Penalty Calculation Worksheet

Economic Benefit = (Avoided Costs)(1-Corporate Tax Rate) + (Delayed Costs)(IRS Interest Rate)

IRS Interest Rate =5% (Based on 2018 Interest Rate for Underpayments.) & Corporate Tax Rate = 21%



## Penalty Calculation Worksheet

- ☐ Penalty is \$50,000 or more and Secretary approval is required.
- ☐ Penalty is greater than \$10,000 and Deputy Secretary approval is required.
- ☐ Penalty is \$10,000 or less with an economic benefit adjustment for which Deputy Secretary approval is required.

☐ Cap penalties at \$10,000 for settlement purposes under ELRA?

### Department Costs and Expenses:

Minimum enforcement case range: \$100 to \$500

Average enforcement case range: \$500 to \$1000

Complex enforcement case range: \$1000 to \$5000

Penalty with Department Costs and Expenses: **\$2,251.50**

\$250.00

### Part III - Other Adjustments Made After Meeting with the Responsible Party

	Adjustment Description	Dollar Amount
Relative merits of the case:		
Resource considerations:		
Other justification:		

Final Penalty with Adjustments: **\$2,251.50**

*MA J L*

Assistant Director of District Management

3/6/2020

Date

Director of District Management

\_\_\_\_\_

Date

Division Director

Peer Reviewed by Division? Yes\_\_\_\_\_ No\_\_\_\_\_

Deputy Secretary (if required by guidelines)

\_\_\_\_\_

Date

Penalty Calculation Worksheet

Facility ID:

FLA103357

Violator's Name:

City of Palm Bay

Date of Initial Computation:

4/29/2021

Name of Department Staff Responsible for Penalty Computations:

Carolyn Hall

☐ This calculation uses the ELRA penalty schedule for purposes of settlement (via a consent order).

☒ This calculation is in support of an administrative penalty action (via an ELRA Notice of Violation).

Part I - Penalty Determinations								
Program	Violation Type	Violation Description	ELRA Citation	ELRA Penalty Schedule	Number of Violations Assessed at Base Penalty	Additional Adjusted Multi-Day Penalty Amount	Multi-Day Factor for Adjusted Penalty Amount	Total
WW	An unpermitted or unauthorized discharge or effluent limitation exceedance for a domestic or industrial wastewater violation not involving a surface water or groundwater quality violation.	Unauthorized discharge of 42,000 gallons of untreated wastewater at the intersection of Palm Bay Rd and Robert J. Conlan Blvd. No recovery was made and 42,000 gallons entered adjacent storm drains.	403.121(3)(b)	\$4,000.00	1			\$4,000.00

Part II - Adjustments			
Adjustment	Justification	Dollar Amount	
Good faith/Lack of good faith prior to discovery			
Good faith/Lack of good faith after discovery			
History of Non-compliance			
Ability to pay			
Other Unique Factors			

Economic Benefit			
Item	Delayed or Avoided or Direct	Description	Dollar Amount
Unathorized release of wastewater		42,000 gallons untreated wastewater x \$0.0033 =	\$138.60

Penalty Calculation Worksheet


Economic Benefit = (Avoided Costs)(1-Corporate Tax Rate) + (Delayed Costs)(IRS Interest Rate)

IRS Interest Rate =5% (Based on 2018 Interest Rate for Underpayments.) & Corporate Tax Rate = 21%

Penalty Calculation Worksheet

- ☐ Penalty is \$75,000 or more and Secretary approval is required.
- ☐ Penalty is greater than \$25,000 and Deputy Secretary approval is required.
- ☐ Penalty is \$25,000 or less with an economic benefit adjustment for which Deputy Secretary approval is required.
- ☐ Cap penalties at \$50,000 for settlement purposes under ELRA?

Department Costs and Expenses:

Minimum enforcement case range: \$100 to \$500

Average enforcement case range: \$500 to \$1000

Complex enforcement case range: \$1000 to \$5000

\$250.00

Penalty with Department Costs and Expenses: \$4,388.60

Part III - Other Adjustments Made After Meeting with the Responsible Party

	Adjustment Description	Dollar Amount
Relative merits of the case:		
Resource considerations:		
Other justification:		

Final Penalty with Adjustments: \$4,388.60

**From:** [Suzanne Sherman](#)  
**To:** [Donny Felix](#); [Jeff Bailey](#); [Kenny Johnson](#); [Randy Foster](#); [Rob Medina](#)  
**Cc:** [Joan Junkala](#); [Christopher Little](#)  
**Subject:** Wastewater Force Main Break on Palm Bay Road at RJ Conlan  
**Date:** Tuesday, April 13, 2021 7:33:31 PM  
**Attachments:** [Force Main Break 4-13-2021.jpg](#)

---

Good evening Mayor and Council,

Earlier this afternoon a non-City contractor working in the area of Palm Bay Road and RJ Conlan damaged our 10 inch wastewater force main, causing a release of untreated wastewater in the area and into a stormwater system area. Our utilities in the area were clearly located and marked, and the contractor was clearly at fault.

Both Utilities and Public Works staff have been actively working the situation, including installing barriers to prevent the further flow of the wastewater through the stormwater system, and we have also been able to isolate the damaged pipe to stop the flow. We were able to create some work arounds for customers in a portion of the affected area, however, there are certain customers who will experience a temporary outage of sewer services in this area - these customers have all been notified. We are following all normal protocols including notifying regulatory agencies.

I wanted to make you aware of this situation in case you receive any questions or calls, but also to let you know that the release has been stopped, and the clean up and repair process will be ongoing.

Thank you,

Suzanne Sherman  
City Manager  
City of Palm Bay  
120 Malabar Road, SE  
Palm Bay, FL 32907  
O: 321-952-3411  
M: 321-210-1231



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Juliet Misconi, Acting Public Works Director

**DATE:** 5/20/2021

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

The Public Works Department is requesting approval for out-of-county travel of one employee in the Engineering Division to attend the Florida Surveying and Mapping Society Conference being held in Ponte Vedra, St Johns County, Florida. The Conference will take place from July 27 – August 1, 2021. Attendance will provide professional development, networking, training, and CEU (Continuing Education Unit) credit opportunities at one location. This opportunity will be beneficial for career development with the City.

### **REQUESTING DEPARTMENT:**

Public Works

### **FISCAL IMPACT:**

Funding is available in Surveying Services Account Number 001-7013-541-4001 Travel in the amount of \$925.00, and Surveying Services Account Number 001-7013-541-5501 Training & Education in the amount of \$425.00.

### **RECOMMENDATION:**

Motion to approve out-of-county travel for one employee in the Engineering Division, Public Works Department to attend the Florida Surveying and Mapping Society Conference at Ponte Vedra, St Johns County, Florida.

### **ATTACHMENTS:**

#### **Description**

FSMS Conference Registration 2021

FSMS Conference Schedule 2021

FSMS Lodging Invoice 2021



# 66<sup>th</sup> Annual FSMS Conference

## Conference Registration

July 28<sup>th</sup> – July 31<sup>st</sup>, 2021

Marriott Sawgrass Golf Resort & Spa

1000 Tournament Players Club Blvd, Ponte Vedra Beach, FL 32082

Name \_\_\_\_\_ PSM # \_\_\_\_\_

### Packet 1 – Full Registration/Best Value

Member \$325  
 Licensed Non-Member \$450  
 Non-licensed \$300  
 (Includes one (1) Wednesday Barbecue ticket, one (1) Friday Exhibitors' Lunch ticket, one (1) Friday Recognition Banquet ticket, six (6) Saturday Seminar CECs/all course materials)

### Packet 2 – Partial Registration

Member \$300  
 Licensed Non-Member \$360  
 Non-Licensed \$275  
 (Includes one (1) Friday Exhibitors' Lunch ticket, one (1) Recognition Banquet Ticket, six (6) Saturday Seminar CECs/all course materials)

### Packet 3 – Saturday Only

Member \$175  
 Licensed Non-Member \$260  
 Non-licensed \$150

(Includes six (6) Saturday Seminar CECs and all course materials)

### Saturday Seminars

*Indicate below each seminar you will be attending – please circle only ONE course per tier. You do NOT have to pick a course in the same color.*

6 Hour Course Option			
8:30 am – 3:00pm (All day course)	Course name: <b>Chapter 177</b> (6 CEC's - Course #10113) Instructor: Panel (Richard Allen, Matthew Kalus)		
8:30 am–10:10 am (choose one from this row)	Course name: <b>Data Fusion</b> (2 CEC - Course #10106) Instructors: Craig Emrick, Sherry Grymko, Nick DiGruttolo	Course name: <b>(VIRTUAL)</b> <b>Updates on The Modernized NSRS (2022) and NGS Products</b> (2 CEC - Course #10107) Instructor: Denis Riordan	Course name: <b>Professional? Tradesman? Educated? Licensed and Regulated? The Future? Solutions?</b> (2 CEC - Course #10108) Panel Discussion Moderated by: Jack Breed
10:30 am – 12:10 pm (choose one from this row)	Course name: <b>Standards of Practice</b> (2 CEC - Course #10109) Instructors: Howard Ehmke II	Course name: <b>Human Performance &amp; Safety</b> (2 CEC - Course #10110) Instructor: Greg Prather, PSM	Course name: <b>Professionalism &amp; Ethics</b> (2 CEC – Course #9391) Instructor: Robin Petzold
1:30 pm – 3:00 pm (choose one from this row)	Course name: <b>Trimble Connect - Spectra Central Cloud Services</b> (2 CEC – Course #10118 – CE91) Instructor: Earl Soeder	Course name: <b>Aerial Mapping &amp; Accuracy</b> (2 CEC – Course #10111) Instructor: Jason Haywood	Course name: <b>PLS vs. Metes &amp; Bounds States</b> (2 CEC – Course #10112) Instructor: Sam Hall

### **Cancellation Policy:**

30 days prior to conference: 50% refund  
 Less than 30 days to conference: No refund



66<sup>th</sup> Annual FSMS Conference

## ***Additional Seminar Offerings***

### **Wednesday Seminar (Separate Registration Required)**

**July 28, 2021**

**8:00 am – 3:00 pm**

**ONLY CHOOSE ONE**

#### **Seminar I:**

**Art of Retracement**

(6 CEC's - Course #10114)

Instructor:

**Gary Kent**

#### **Seminar II:**

**Boundary Surveying Issues for Florida Surveyors**

(6 CEC's - Course #9331 – CE53)

Instructor:

**David Melvin**

### **Thursday Seminar (Separate Registration Required)**

**July 29, 2021**

**8:00 am – 10:30 am**

**ONLY CHOOSE ONE**

#### **Seminar I:**

**Changes in ALTA Standards**

(3 CEC's - Course #10115)

Instructor:

**Gary Kent**

#### **Seminar II:**

**Sea Level, Tidal Data & Water Boundaries**

(3 CEC's - Course #9666)

Instructor:

**George Cole**

### **2 DAY COURSE**

**Wednesday & Thursday Seminar  
(Separate Registration Required)**

**July 30, 2021**

**8:00 am – 4:30 pm**

#### **Seminar III:**

**Fundamentals of Professional Surveying - SIT Prep Course**

(16 CEC's - Course #10116)

Instructor:

**Stacey Lyle**

***Complete payment information on the following page of the registration form.***

#### **Cancellation Policy:**

*30 days prior to conference: 50% refund*

*Less than 30 days to conference: No refund*





# 66<sup>th</sup> Annual FSMS Conference

Name: JOSEPH N. HALE PSM#: 6366 FSMS Member: ☒ YES ☐ NO

Guest Name(s): \_\_\_\_\_

Emergency Contact (Print Name): PAMELA A. HALE Emergency Phone: 321.258.1961

Firm: CITY OF PALM BAY - PUBLIC WORKS Sustaining Firm: ☐ YES ☒ NO

Address: 1050 MALABAR RD, SW Work Phone: 321.890.4167

City/State: PALM BAY, FL. Zip Code: 32907 Email Address: Joe.hale@pbfl.org

## PACKET SELECTION\*

**ATTENTION:** Licensed Government employees receive a \$100 discount when registering for a Packet 1

\*See first page for packet prices

PACKET 1 \$ 225

PACKET 2 \$ \_\_\_\_\_

PACKET 3 \$ \_\_\_\_\_

## ADDITIONAL SEMINARS

(ONLY SELECT ONE PER DAY)

Wednesday Seminar I (6 hrs.) \$200 \$ \_\_\_\_\_

Wednesday Seminar II (6 hrs.) \$200 \$ 200

Thursday Seminar I (3 hrs.) \$100 \$ \_\_\_\_\_

Thursday Seminar II (3 hrs.) \$100 \$ \_\_\_\_\_

2 DAY COURSE – Wed. & Thur. \$ \_\_\_\_\_

SIT Prep Class (16 hrs.) \$200 \$ \_\_\_\_\_

## TOP GOLF

THURSDAY 11 am – 4 pm \$ \_\_\_\_\_

\$125 individual \$ \_\_\_\_\_

\$700 team (up to 6 players, list players below)

## ADDITIONAL TICKETS

Individuals who bought a packet can purchase additional tickets at the lesser rate. Those who did not buy a packet must pay the "At Conference" rate.

### A. WEDNESDAY BARBECUE

Individual Event:

\$50 (x) \_\_\_\_\_ \$ \_\_\_\_\_

\$60 (at conference) (x) \_\_\_\_\_ \$ \_\_\_\_\_

### B. THURSDAY Legislative Reception

(no cancellations unless replacement found)

\$100 (x) \_\_\_\_\_ \$ \_\_\_\_\_

### C. FRIDAY EXHIBITORS' LUNCH

Ticket required to receive food

Individual Event:

\$50 (x) \_\_\_\_\_ \$ \_\_\_\_\_

\$60 (at conference) (x) \_\_\_\_\_ \$ \_\_\_\_\_

### D. RECOGNITION BANQUET

Individual Event:

\$90 (x) \_\_\_\_\_ \$ \_\_\_\_\_

\$100 (at conference) (x) \_\_\_\_\_ \$ \_\_\_\_\_

Number of vegetarian \_\_\_\_\_ \$ \_\_\_\_\_

### E. RECOGNITION BANQUET

DINNER CHILD'S MEAL

(12 and under)

\$25 (x) \_\_\_\_\_ \$ \_\_\_\_\_

1)	2)	3)
4)	5)	6)

Payment must accompany registration form.

TOTAL ENCLOSED \$ 425

Please drink responsibly at all functions.

Payment Information: ☐ Check Enclosed (Make Payable to FSMS) ☐ VISA/MasterCard/AE

Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVV Number: \_\_\_\_\_

Billing Address of Credit Card: \_\_\_\_\_

IF PAYING BY CHECK, MAIL FORM TO: FSMS, P.O. Box 850001-243, Orlando, Florida 32885  
IF PAYING BY CREDIT CARD, FAX OR EMAIL FORM TO: 850.877.4852 or education@fsms.org  
Questions? Call us at 850-942-1900

### Cancellation Policy:

30 days prior to conference: 50% refund  
Less than 30 days to conference: No refund

## Conference Schedule 2021

### Wednesday, July 28

7:00am - 5:00pm	Conference Registration Desk Open	Masters Reg. Desk
7:30am - 8:00am	Seminar Sign In	Masters Reg. Desk
8:00am - 10:00am	<b>Seminar / Meeting - Session 1</b> <b>Art of Retracement</b> Course #10114 - 6 CEC Hours Instructor: Gary Kent, PSM	Masters ABCD
8:00am - 10:00am	<b>Seminar / Meeting Session 2</b> <b>Boundary Surveying Issues for Florida Surveyors</b> Course #9331 - 6 CEC Hours - CE53 Instructor: David Melvin, PSM	Masters E
8:00am - 10:00am	<b>Seminar - 2 Day Course (Day 1)</b> <b>Fundamentals of Prof. Surveying</b> Course #10116 - 16 CEC Hours Instructor: Dr. Stacey Lyle, RPLS	Players B & C
10:00am - 10:15am	Break (All seminars)	Masters Foyer
10:15am - 11:45am	<b>Seminar / Meeting - Session 1</b> <b>Art of Retracement</b> Course #10114 - 6 CEC Hours Instructor: Gary Kent, PSM	Masters ABCD
10:15am - 11:45am	<b>Seminar / Meeting Session 2</b> <b>Boundary Surveying Issues for Florida Surveyors</b> Course #9331 - 6 CEC Hours - CE53 Instructor: David Melvin, PSM	Masters E
10:15am - 11:45am	<b>Seminar - 2 Day Course (Day 1)</b> <b>Fundamentals of Prof. Surveying</b> Course #10116 - 16 CEC Hours Instructor: Dr. Stacey Lyle, RPLS	Players BC
11:45am - 1:00pm	Lunch on your own (All seminars)	
1:00pm - 3:00pm	<b>Seminar / Meeting - Session 1</b> <b>Art of Retracement</b> Course #10114 - 6 CEC Hours Instructor: Gary Kent, PSM	Masters ABCD
1:00pm - 3:00pm	<b>Seminar / Meeting Session 2</b> <b>Boundary Surveying Issues for Florida Surveyors</b> Course #9331 - 6 CEC Hours - CE53 Instructor: David Melvin, PSM	Masters E
1:00pm - 3:00pm	<b>Seminar - 2 Day Course (Day 1)</b> <b>Fundamentals of Prof. Surveying</b> Course #10116 - 16 CEC Hours Instructor: Dr. Stacey Lyle, RPLS	Players BC
3:00pm - 3:15pm	Break (All seminars)	Masters Foyer
3:15pm - 4:30pm	<b>Seminar - 2 Day Course (Day 1)</b> <b>Fundamentals of Prof. Surveying</b> Course #10116 - 16 CEC Hours Instructor: Dr. Stacey Lyle, RPLS	Players BC
3:15pm - 4:30pm	<b>Surveying &amp; Mapping Council</b>	Heritage ABC
4:30pm - 5:00pm	Executive Committee Meeting	Heritage DE
6:00pm - 9:00pm	BBQ Dinner ("Wednesday" arm band <i>required</i> )	Masters ABCDE
8:00pm - 10:00pm	Cornhole Tournament (Sign up at Registration Desk)	Masters ABCDE

### Thursday, July 29

7:00am - 5:00pm	Conference Registration Desk Open	Masters Reg. Desk
7:30am - 8:00am	Seminar Sign In	Masters Reg. Desk
8:00am - 10:30am	<b>Seminar / Meeting - Session 1</b> <b>Changes in ALTA Standards</b> Course #10115 - 3 CEC Hours Instructor: Gary Kent, PSM	Masters ABCD







## Conference Schedule 2021

8:00am - 10:30am	<b>Seminar / Meeting Session 2</b> <b>Sea Level, Tidal Data, and Water Boundaries</b> <i>Masters E</i> Course #9666 - 3 CEC Hours Instructor: George Cole, PLS, PE, PhD	
8:00am - 10:30am	<b>Seminar - 2 Day Course (Day 2)</b> <b>Fundamentals of Prof. Surveying</b> <i>Players BC</i> Course #10116 - 16 CEC Hours Instructor: Dr. Stacey Lyle, RPLS	
10:30am - 10:45am	Break (All seminars)	<i>Masters Foyer</i>
10:45am - 11:45am	<b>Seminar - 2 Day Course (Day 2)</b> <b>Fundamentals of Prof. Surveying</b> <i>Players BC</i> Course #10116 - 16 CEC Hours Instructor: Dr. Stacey Lyle, RPLS	
10:45am - 11:15am	Depart for Topgolf (Green arm band <i>required</i> )	<i>Off-Site Venue</i>
11:45am - 1:00pm	Lunch on your own	<i>Off-Site Venue</i>
12:00pm - 4:00pm	Exhibitor/Vendor Set-Up	<i>Champions ABCDE</i>
1:00pm - 3:00pm	<b>Seminar - 2 Day Course (Day 2)</b> <b>Fundamentals of Prof. Surveying</b> <i>Players BC</i> Course #10116 - 16 CEC Hours Instructor: Dr. Stacey Lyle, RPLS	
3:00pm - 3:15pm	Break	<i>Masters Foyer</i>
3:15pm - 4:30pm	<b>Seminar - 2 Day Course (Day 2)</b> <b>Fundamentals of Prof. Surveying</b> <i>Players BC</i> Course #10116 - 16 CEC Hours Instructor: Dr. Stacey Lyle, RPLS	
3:30pm - 4:00pm	Return from Topgolf	
4:00pm - 4:10pm	Exhibit Hall Grand Opening	<i>Champions ABCDE</i>
4:10pm - 5:30pm	Exhibitor Reception ("Attendee" badge <i>required</i> )	<i>Champions ABCDE</i>
6:00pm - 8:00pm	Legislative Reception	<i>Arbor Ballroom</i>
9:00am - 12:00am	Game Night	<i>Arbor Ballroom</i>
<b>Friday, July 30</b>		
7:00am - 5:00pm	Conference Registration Desk Open	<i>Masters Reg. Desk</i>
7:00am - 8:00am	Breakfast (FSMS Members Only)	<i>Heritage CDE</i>
7:30am - 8:00am	General Business Session - Sign-In	<i>Masters ABCDE</i>
7:30am - 5:00pm	Exhibit Hall Open	<i>Champions ABCDE</i>
8:00am - 9:30am	General Business Session	<i>Masters ABCDE</i>
9:30am - 10:00am	Break (General Business Session)	<i>Masters ABCDE</i>
10:00am - 12:00pm	General Business Session	<i>Masters ABCDE</i>
12:00pm - 1:00pm	Exhibitor Luncheon ("Admit One" arm band <i>required</i> )	<i>Champions H</i>
1:00pm - 3:00pm	FDOT - Town Hall ( <i>Open to all</i> )	<i>Champions FG</i>
2:00pm - 5:00pm	NSPS	<i>Champions H</i>
3:00pm - 4:00pm	Geospatial Users Group	<i>Champions FG</i>
4:00pm - 5:00pm	Surveyors in Government	<i>Heritage ABC</i>
6:30pm - 7:00pm	Cocktail Reception	<i>Masters ABCDE</i>
7:00pm - 10:00pm	Recognition Dinner (VIP or Smiley Face (child) arm band <i>required</i> )	<i>Masters ABCDE</i>
10:00pm - 11:00pm	President's Reception	<i>Cascades Deck</i>
<b>Saturday, July 31</b>		
7:00am - 12:00pm	Conference Registration Desk Open	<i>Masters Reg. Desk</i>
7:30am - 11:00am	Exhibit Hall Open	<i>Champions ABCDE</i>
8:00am - 5:00pm	Certified Survey Technician (CST) Exam	<i>Masters C</i>
8:00am - 8:30am	Seminar Sign-In	<i>Each Classroom</i>
	<b>Saturday Tech Sessions</b> ( <i>Registration Required</i> )	
8:30am - 10:10am	<b>All Day Session</b> <b>Chapter 177</b> <i>Masters D</i> Course #10113 - 6 CEC Hours Panel Discussion - Moderator: Richard Allen	

## Conference Schedule 2021

8:30am - 10:10am	<b>Morning Segments</b>	
	<b>Data Fusion</b>	<i>Masters E</i>
	Course #10106 - 2 CEC Hours	
	Instructors: Craig Emrick, PSM, Sherry Grymko, PSM, Nick DiGruttolo, PSM	
	<b>Updates on the Modernized NSRS (2022) and NGS Products</b>	<i>Heritage AB</i>
	Course #10107 - 2 CEC Hours	
	Instructor: (Virtual) Denis Riordan, NOAA, NGS	
	<b>Future of Florida Surveyors and Mappers</b>	<i>Heritage CDE</i>
	Course #10108, 2 CEC Hours	
	Group Discussion - Moderator: Jack Breed, PSM	
10:10am - 10:30am	Morning Break (All Sessions)	<i>Champions Foyer</i>
10:30am - 12:10pm	<b>Mid-Morning Segments</b>	
	<b>Standards of Practice</b>	<i>Masters E</i>
	Course #10109 - 2 CEC Hours	
	Instructor: Howard Ehmke II, PSM	
	<b>Human Performance &amp; Safety</b>	<i>Heritage AB</i>
	Course #10110 - 2 CEC Hours	
	Instructor: Greg Prather, PSM	
	<b>Professionalism &amp; Ethics</b>	<i>Heritage CDE</i>
	Course #9391 - 2 CEC Hours	
	Instructor: Robin Petzold, PSM	
12:10pm - 1:30pm	Lunch (On Your Own)	
1:30pm - 3:00pm	<b>Afternoon Segments</b>	
	<b>Trimble Connect - Spectra Central Cloud Services</b>	<i>Masters E</i>
	Course #10118 - 2 CEC Hours	
	Instructor: Earl Soeder, PSM	
	<b>Aerial Mapping &amp; Accuracy</b>	<i>Heritage AB</i>
	Course #10111 - 2 CEC Hours	
	Instructor: Jason Heywood, PSM, ASPRS CP, SP	
	<b>PLS vs. Metes &amp; Bounds States</b>	<i>Heritage CDE</i>
	Course #10112 - 2 CEC Hours	
	Instructor: Sam Hall, PSM	
3:15pm - 5:00pm	Board Meeting	<i>Champions FG</i>

### Event Armband & Ticket Guide

<u>Wednesday</u> -	Welcome BBQ:	Wednesday Armband Yellow Drink Ticket	
<u>Thursday</u> -	Topgolf:	Green Armband	
	Exhibitor Reception:	Red or Green Name Badge Required	
	Legislative Reception:	Flag Armband	
<u>Friday</u> -	Exhibitor Luncheon:	Admit One Armband	
	Banquet - Adult:	VIP Armband	
	Banquet - Child:	Smiley Face Armband	



## Florida Surveying and Mapping Society 2021

July 26, 2021 - July 31, 2021

Your reservation is complete!

Thank you for booking!



### Sawgrass Marriott Golf Resort & Spa

1000 PGA TOUR Boulevard  
Ponte Vedra Beach, FL 32082, UNITED STATES

#### HOTEL REWARDS PROGRAM



[Click here to join Marriott Bonvoy](#)

#### Standard Guestroom - 1 King or 2 Doubles

[Edit](#)

[Cancel Reservation](#)

[Actions](#) ▾

Acknowledgement number: XCQA9TPK

CHECK-IN

CHECKOUT

Tue, Jul 27, 2021

Sun, Aug 1, 2021

#### Guests

Joseph Hale

#### ROOM


Standard Guestroom - 1 King or 2 Doubles

1 adult, 5 nights

Taxes & Fees

Total

#### RATES

 USD 645.00

USD 67.73

USD 712.73



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

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

**DATE:** 5/20/2021

**RE:** Acknowledgement of Investment Performance Review Report, prepared by PFM Asset Management, LLC, for the quarter ended March 31, 2021.

Attached is the City's PFM Investment Performance Review Report for the Quarter that ended March 31, 2021.

The City's Short-term and Investment Portfolios are of high credit quality and invested in U.S. Treasury, federal agency/GSE, federal agency/CMO, municipal, supranational, corporate, mortgage-backed, asset-backed, and commercial paper securities.

The Investment Portfolio's quarterly total return performance of 0.00% outperformed the benchmark performance of -0.05% by 0.05%. For the year, the Portfolio earned 1.42%, outperforming the 0.26% benchmark by 1.16%.

The U.S. Treasury yield curve steepened dramatically during the quarter. Yields on very short-term maturities under a year remain anchored to the Fed's near-zero rate policy. Yields on 2- to 3-year maturities hovered near record lows, while yields on maturities five years and longer increased by 0.50% to 0.90%.

Continuing vaccine rollout, accommodative monetary policy, and the new \$1.9 trillion of fiscal stimulus all point to continued improvement in U.S. economic fundamentals. GDP projections for 2021 have been revised up several times, with current forecasts pointing to growth of 6% or more this year. That optimism, however, has also translated into increased inflation expectations, particularly in the near term, which is likely to continue to put upward pressure on longer-term rates.

The portfolios comply with the City's investment policy and Florida investment statutes.

**REQUESTING DEPARTMENT:**

Finance

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Motion to acknowledge receipt of the Investment Performance Review Report for the Quarter that ended March 31, 2021.

**ATTACHMENTS:**

**Description**

**1st Quarter Investment Report 2021**



## **Investment Performance Review For the Quarter Ended March 31, 2021**

### **Investment Advisors**

### **PFM Asset Management LLC**

Steven Alexander, CTP, CGFO, CPPT, Managing Director  
Robert Cheddar, CFA, Chief Credit Officer, Managing Director  
D. Scott Stitcher, CFA, Director  
Scott Sweeten, BCM, CFS, Client Relationship Manager  
Sean Gannon, CTP, Senior Managing Consultant

213 Market Street  
Harrisburg, PA 17101  
717.232.2723  
717.233.6073 fax

300 South Orange Avenue  
Suite 1170  
Orlando, FL 32801  
407.648.2208  
407.648.1323 fax



## **Tab I**

- ◆ Market Update

## **Tab II**

- ◆ Executive Summary
- ◆ Asset Allocation
- ◆ Portfolio Statistics

## **Tab III**

- ◆ Core 1-3 Year Investment Portfolio
- ◆ Short Term Portfolio
- ◆ Important Disclosures

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# Tab I

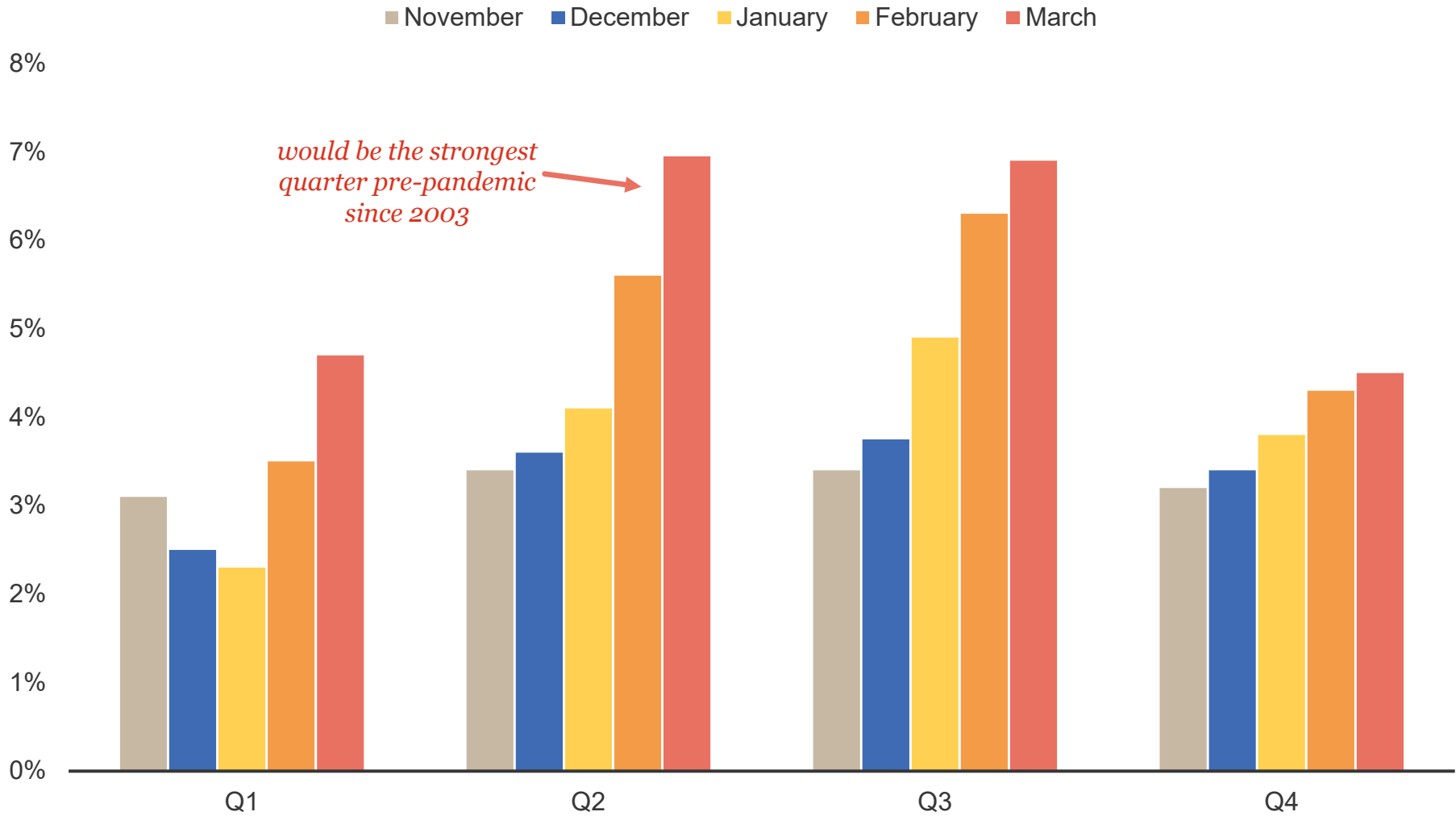
## The Fight Against the COVID-19 Pandemic Continues

- COVID-19 cases fell by 66% in the U.S. during the first quarter
- Approximately 95 million Americans received at least one vaccination by quarter-end

Enactment Date	Congressional Actions
March 6, 2020	<b>\$7.8 billion</b> Coronavirus Preparedness and Response Supplemental Appropriations Act
March 18	<b>\$15.4 billion</b> Families First Coronavirus Response Act (FFCRA)
March 27	<b>\$2.1 trillion</b> Coronavirus Aid, Relief, and Economic Security (CARES) Act
April 24	<b>\$483 billion</b> Paycheck Protection Program and Health Care Enhancement Act
Dec 27	<b>\$900 billion</b> Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act
March 11, 2021	<b>\$1.9 trillion</b> American Rescue Plan (ARP) Act of 2021
<b>?</b>	<b>\$2 trillion</b> proposed “American Jobs Plan”

GDP Estimates Improve Due to Passage of New Relief Bill

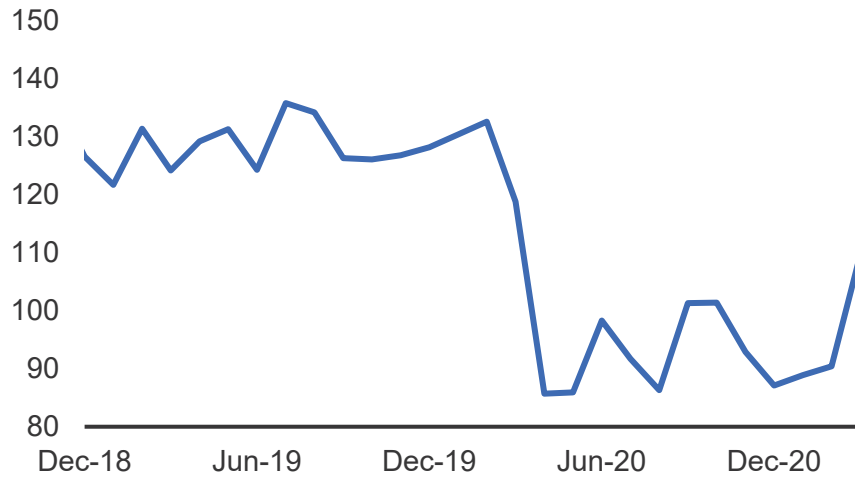
U.S. Quarterly GDP Forecasts for 2021



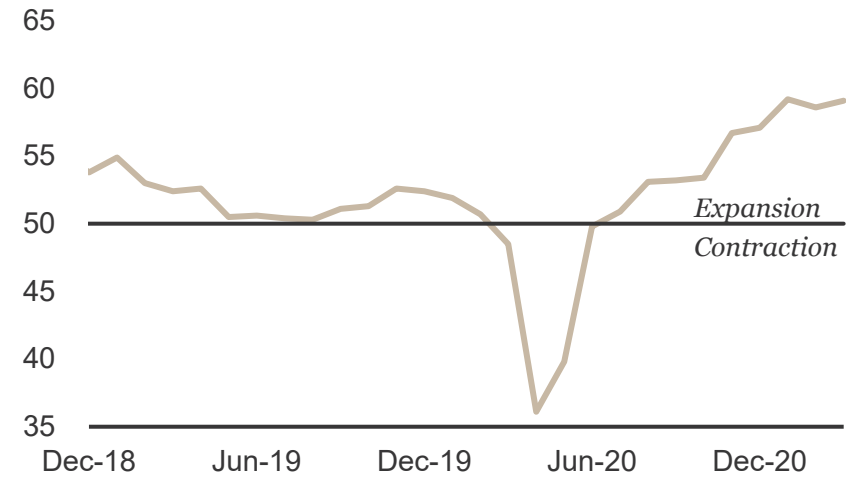
Source: Bloomberg, as of March 31, 2021

## U.S. Economic Momentum Accelerated in the First Quarter of 2021

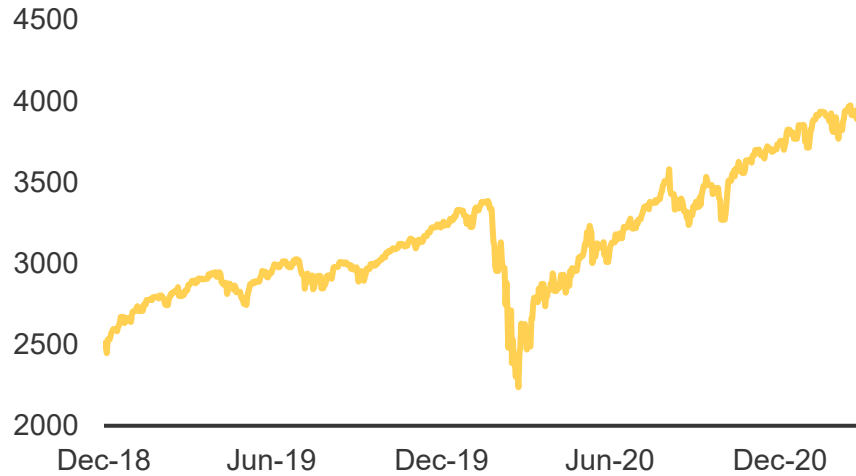
**Conference Board Consumer Confidence**



**Manufacturing Market PMI**

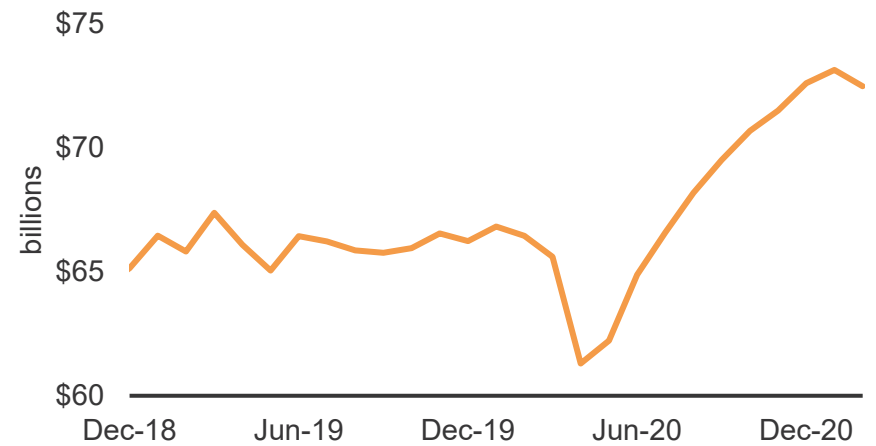


**S&P 500 Closing Price**



**Business Investment**

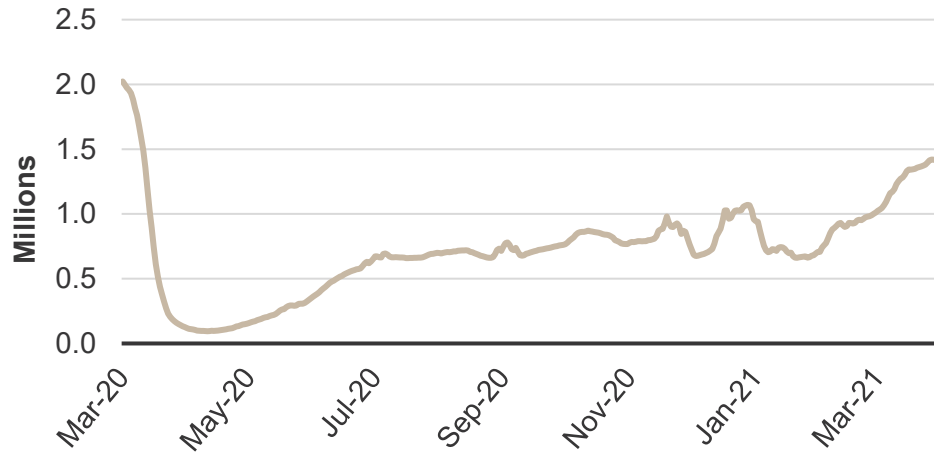
Nondefense Capital Goods Orders Excl. Aircraft, monthly



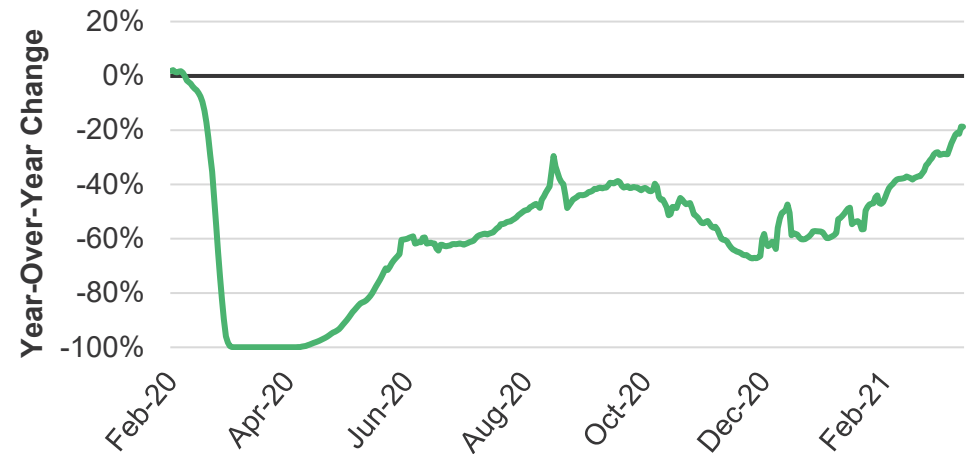
Source: Bloomberg, as of April 2021.

## High Frequency Data Indicates the Economic Recovery Is Gaining Momentum

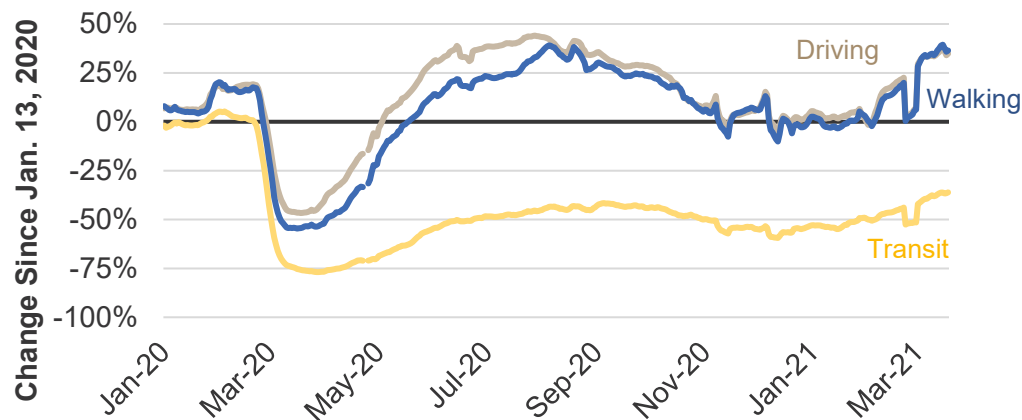
**TSA Checkpoint Travel Numbers**  
7-Day Moving Average



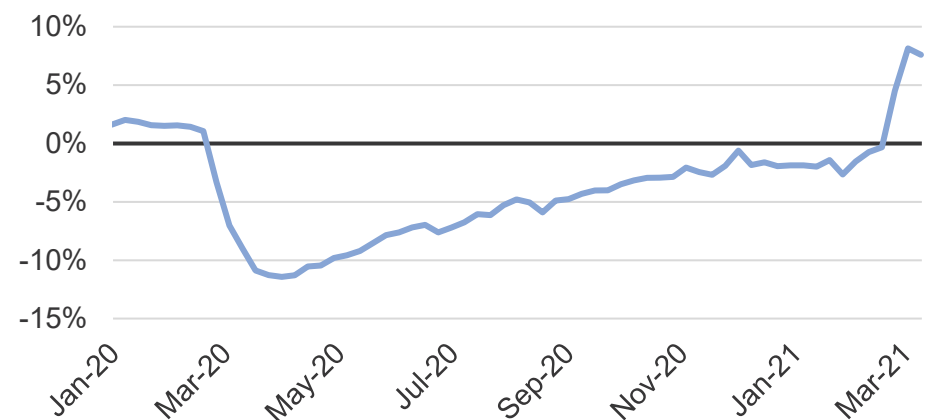
**U.S. OpenTable Restaurant Reservations**  
7-Day Moving Average



**Requests for Directions in Apple Maps**  
7-Day Moving Average

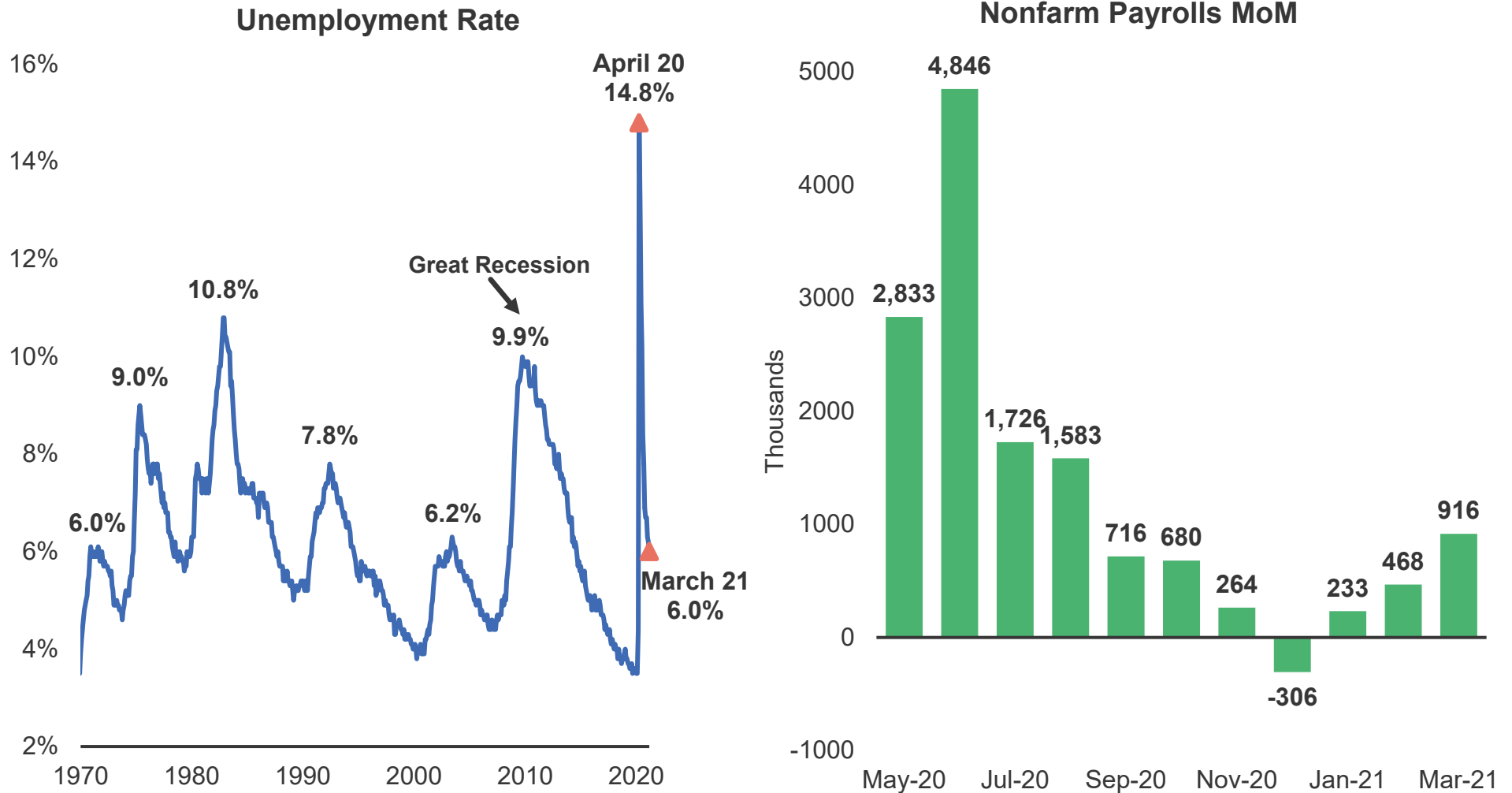


**NY Fed Weekly Economic Index**



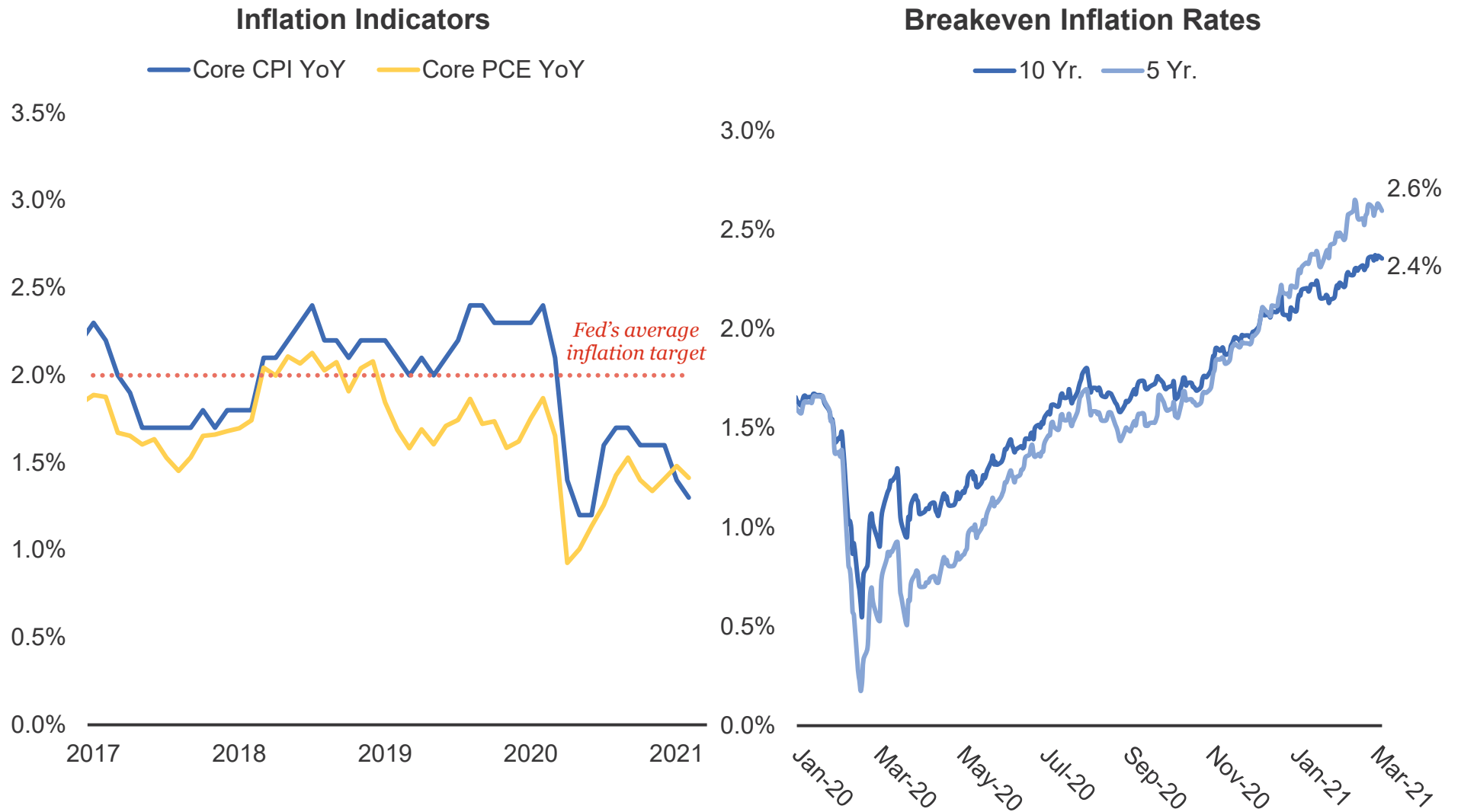
Source: (top left) Transportation Security Administration, PFM calculations, as of April 6, 2021. (top right) Includes phone, online, and walk-in diners; OpenTable, PFM calculations, most recent data as of April 6, 2021. (bottom left); Apple, PFM calculations, most recent data as of April 6, 2021. (bottom right) Federal Reserve Bank of New York, most recent data as of April 6, 2021.

## U.S. Labor Market Beginning to Rebound Strongly



Source: Bloomberg, as of April 5, 2021. Data is seasonally adjusted.

## Actual Inflation Lags Fed's 2% Target Even as Inflation Expectations Rise

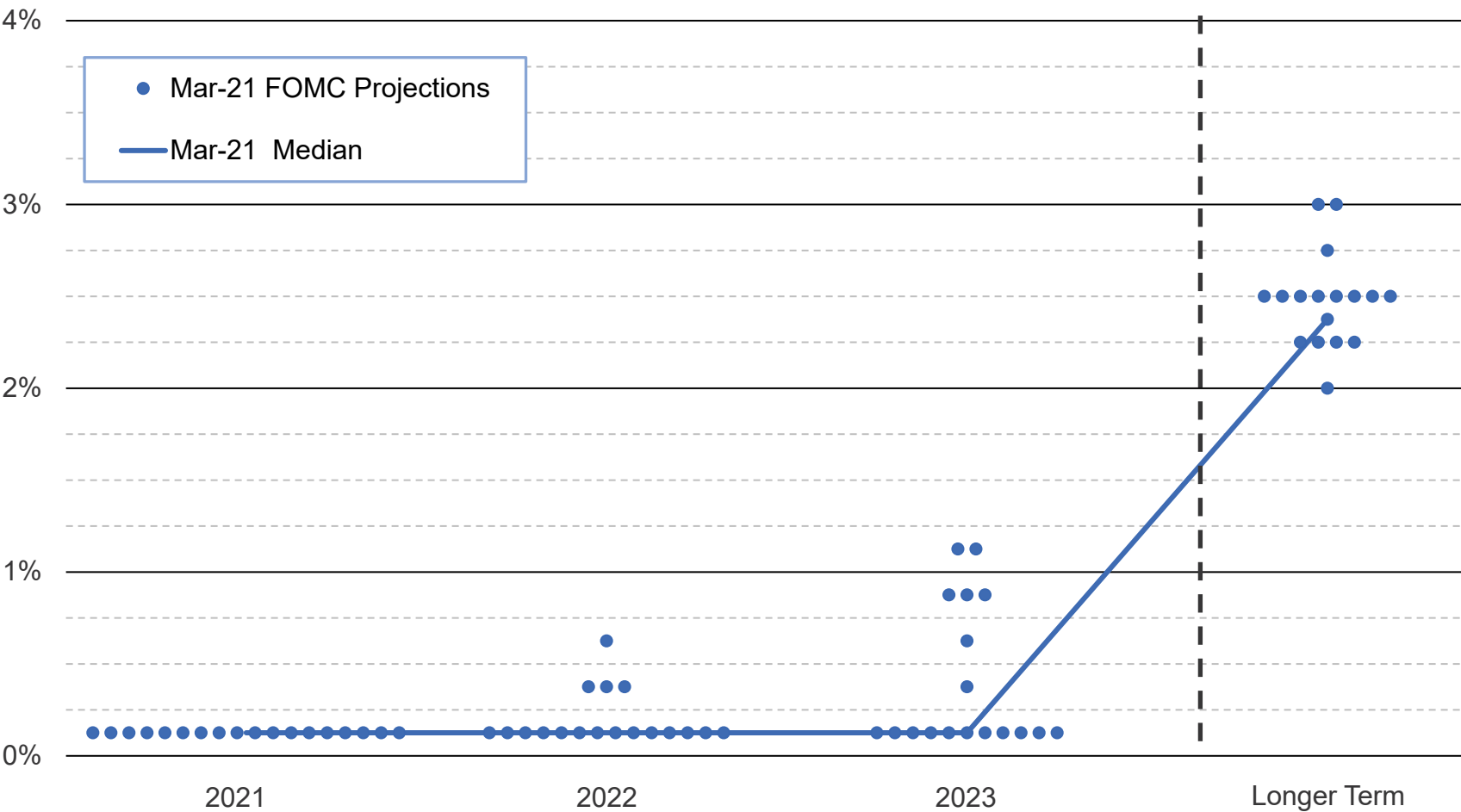


Source: Bloomberg, as of April 5, 2021



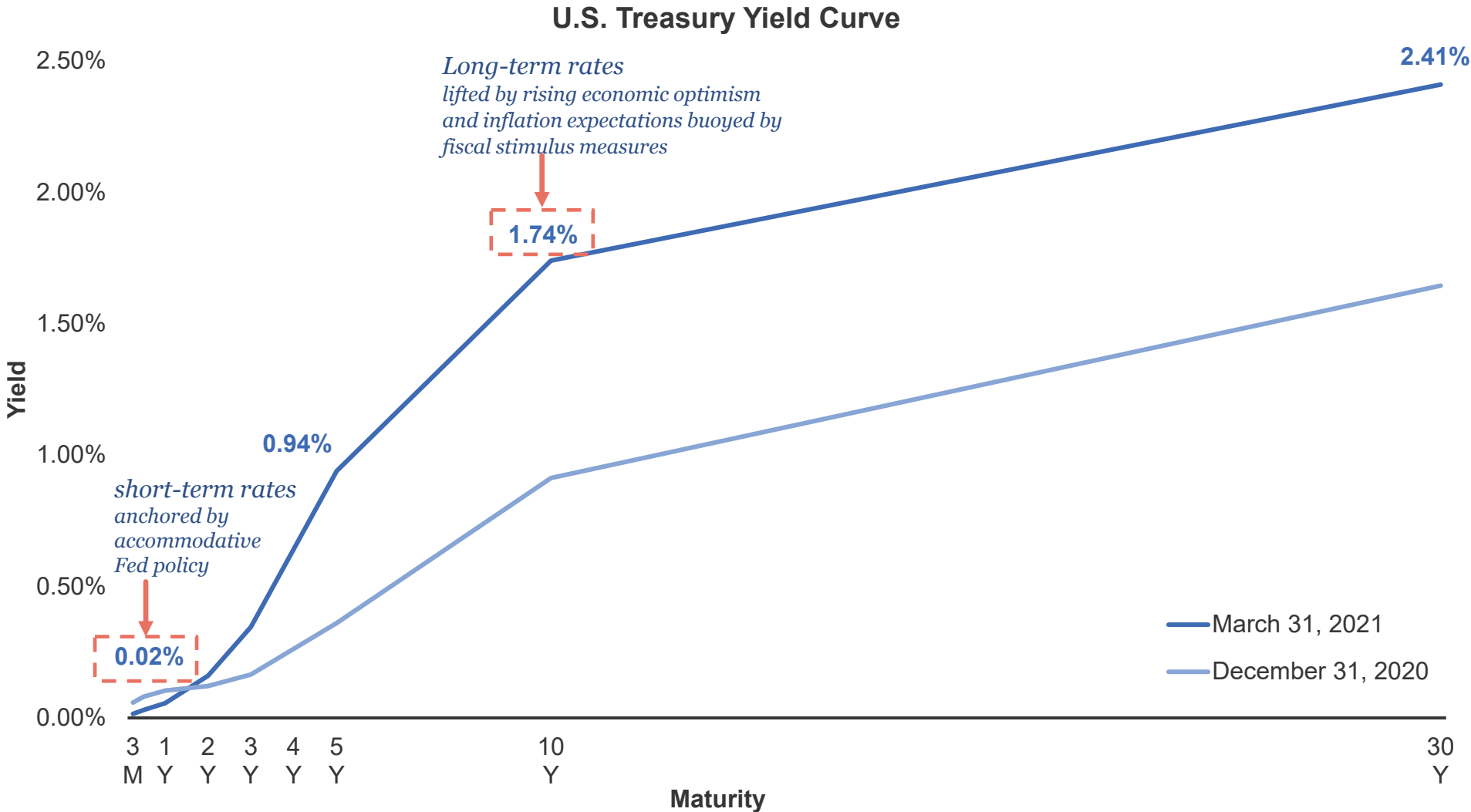
Federal Reserve Anticipates Near-Zero Rates Through 2023

Fed Participants' Assessments of 'Appropriate' Monetary Policy



Source: Federal Reserve and Bloomberg. Individual dots represent each Fed members' judgement of the midpoint of the appropriate target range for the federal funds rate at each year-end. Fed funds futures as of March 18, 2021.

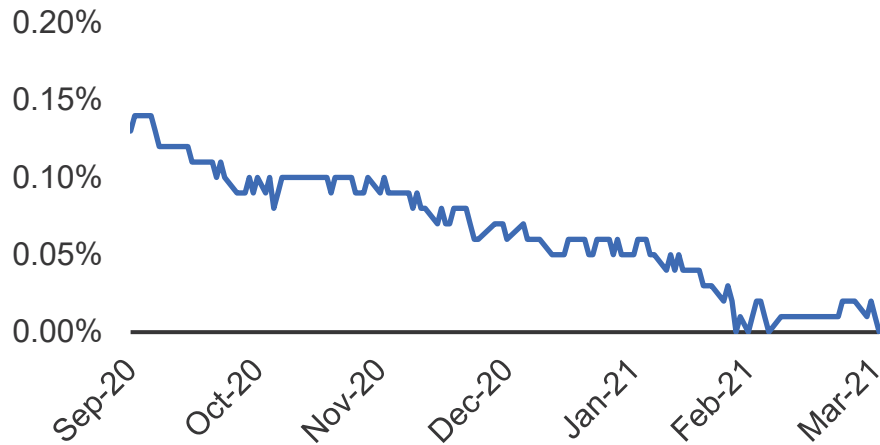
Treasury Yield Curve Steepened on Economic Optimism



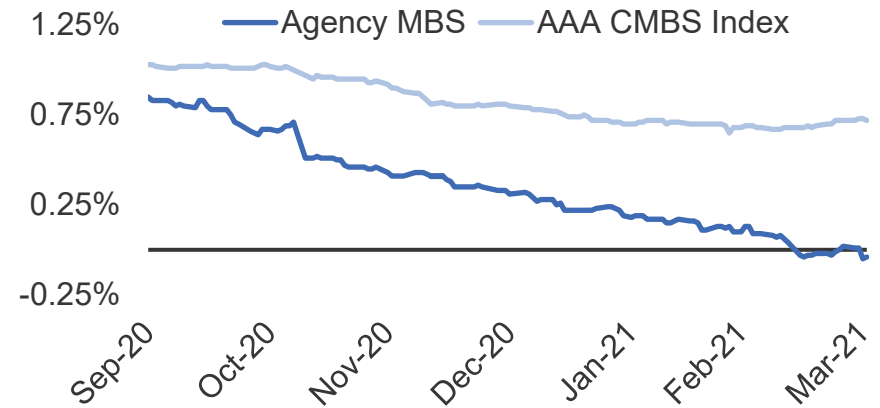
Source: Bloomberg, as of March 31, 2021

## Agency and MBS Yield Spreads Tighten, But Corporates and ABS Widen

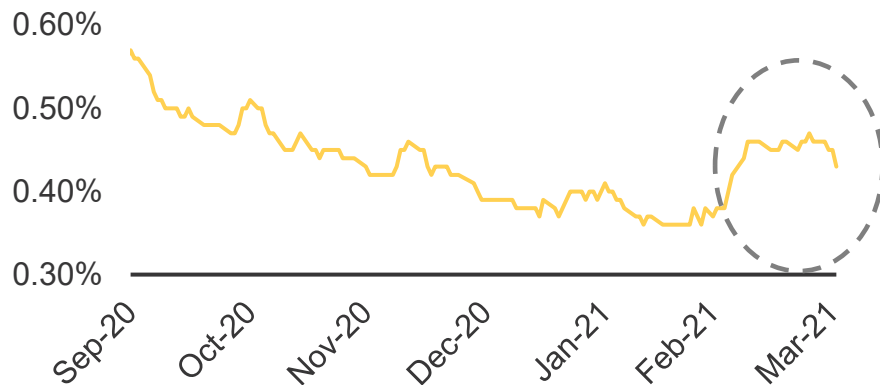
### Federal Agency Yield Spreads



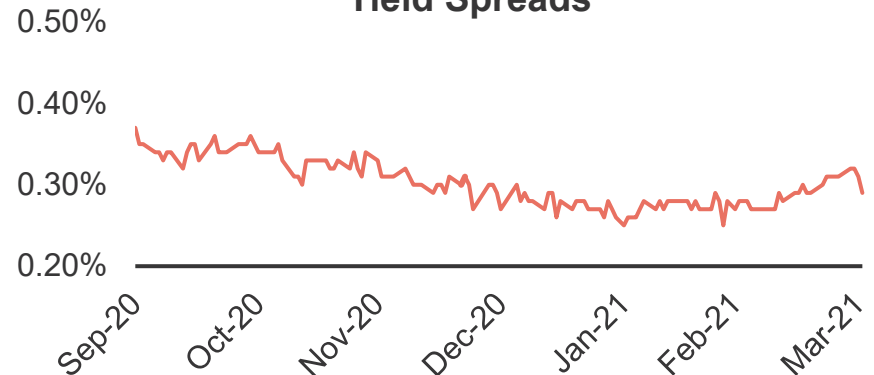
### Mortgage-Backed Securities (MBS) Yield Spreads



### Corporate Notes A-AAA Yield Spreads



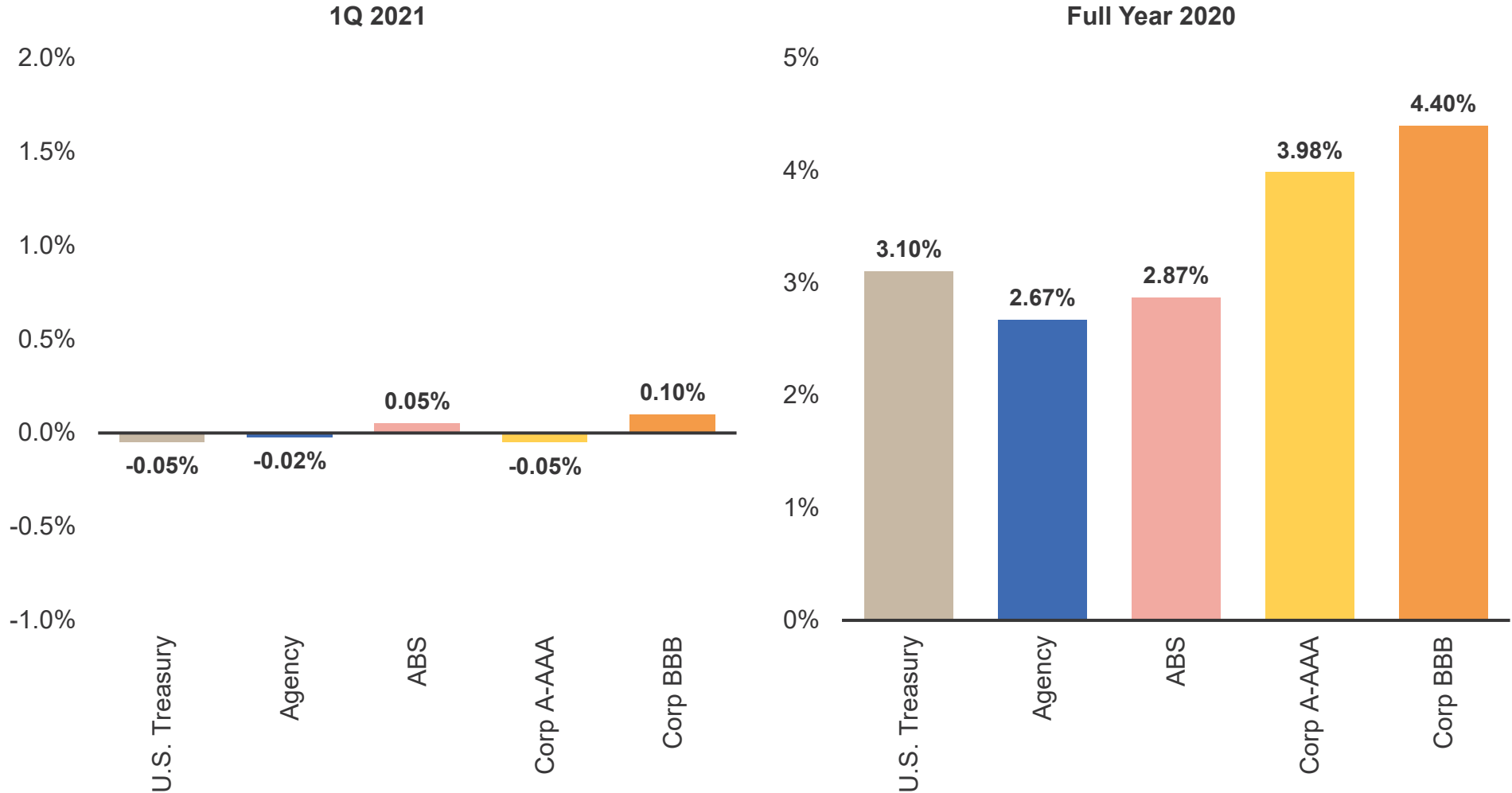
### Asset-Backed Securities (ABS) Yield Spreads



Source: ICE BofAML 1-5 year Indices via Bloomberg, MarketAxess and PFM as of March 31, 2021. Spreads on ABS and MBS are option-adjusted spreads of 0-5 year indices based on weighted average life; spreads on agencies are relative to comparable maturity Treasuries. CMBS is Commercial Mortgage-Backed Securities.

## 1<sup>st</sup> Quarter Returns Muted by Rising Rates; Credit Modestly Underperforms

### 1-3 Year Indices



Source: ICE BofAML Indices. ABS indices are 0-3 year, based on weighted average life. As of March 31, 2021.

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# Tab II

- ◆ The City's Short Term and Investment Portfolios are of high credit quality and invested in U.S. Treasury, federal agency/GSE, federal agency/CMO, supranational, municipal, corporate, mortgage-backed, asset-backed and commercial paper securities.
- ◆ The Investment Portfolio's quarterly performance of 0.00% outperformed its benchmark performance of -0.05% by 0.05%. For the year, the Portfolio returned 1.42% compared to 0.26% for the benchmark.
- ◆ Economic conditions during the first quarter were characterized by the following:
  - A dramatically **lower COVID-19 caseload** as vaccine inoculations ramped up despite initial logistical challenges;
  - A new administration in Washington pushing **new policies and priorities**;
  - Improving economic data supported by additional \$1.9 trillion in relief funds from the **American Rescue Plan Act**;
  - **Increasing inflation expectations** fueled by a combination of stronger recovery and additional stimulus;
  - A surge in long-term Treasury yields to **pre-pandemic levels**;
  - A reaffirmed commitment by the Federal Reserve to keep short-term rates **near-zero rates** and their asset purchase program in place until the economy is more fully recovered; and
  - Rising, but somewhat **more volatile equity markets**.
- ◆ The U.S. Treasury yield curve steepened dramatically during the quarter. Yields on very short-term maturities under a year remained anchored to the Fed's near-zero rate policy. Yields on 2- to 3-year maturities hovered near record lows, while yields on maturities five years and longer increased by 50 to 90 basis points (0.50% to 0.90%). This pushed the spread between the yield on 10-year and 2-year Treasuries to a five-year high of 158 basis points (1.58%) by quarter-end.
  - As a result, short-term U.S. Treasury index returns were only slightly positive for the quarter, while longer-duration indices were notably negative.
- ◆ Continuing vaccine rollout, accommodative monetary policy, and the new \$1.9 trillion of fiscal stimulus all point to continued improvement in U.S. economic fundamentals. GDP projections for 2021 have been revised up several times, with current forecasts pointing to growth of 6% or more this year. That optimism, however, has also translated into increased inflation expectations, particularly in the near term, which is likely to continue to put upward pressure on longer-term rates.
- ◆ Diversification across all permitted investments will remain a key element of our strategy, with allocations dependent upon our assessment of changing relative value.

## Portfolio Statistics (All Accounts)

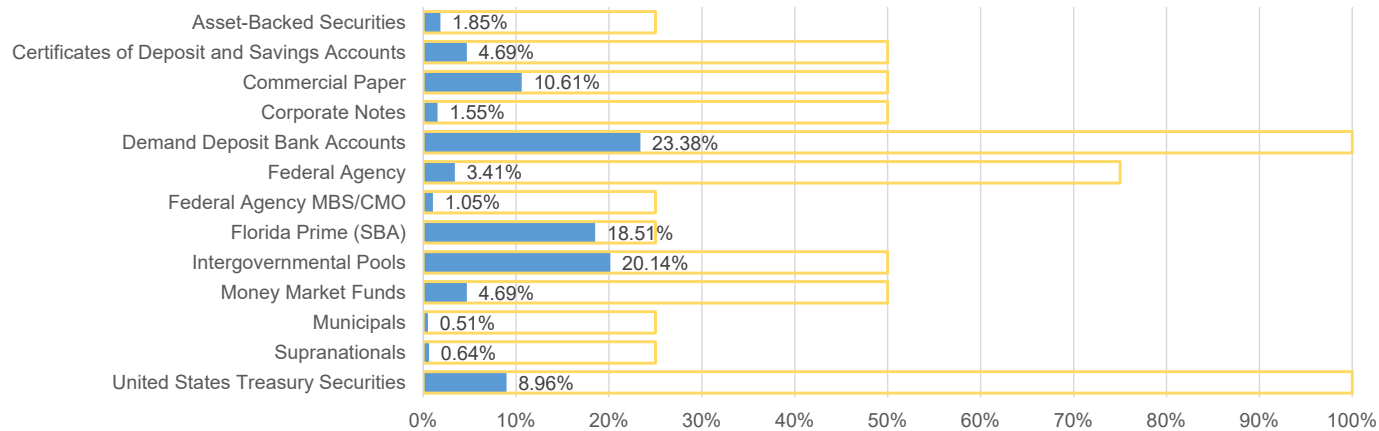
<u>Account Name</u>	<u>Amortized Cost<sup>1,2,3</sup></u>	<u>Amortized Cost<sup>1,2,3</sup></u>	<u>Market Value<sup>1,2,3</sup></u>	<u>Market Value<sup>1,2,3</sup></u>	<u>Duration (Years)</u>
	<u>March 31, 2021</u>	<u>December 31, 2020</u>	<u>March 31, 2021</u>	<u>December 31, 2020</u>	<u>March 31, 2021</u>
Investment Portfolio	\$25,328,403	\$25,224,635	\$25,592,246	\$25,593,248	1.83
Short Term Portfolio	\$32,825,620	\$29,012,420	\$32,828,788	\$29,014,814	0.27
Florida Prime <sup>7</sup>	\$32,356,777	\$29,370,089	\$32,356,777	\$29,370,089	52 days
US Bank Money Market Account	\$8,198,375	\$2,090,433	\$8,198,375	\$2,090,433	0.003
Florida Palm <sup>7</sup>	\$35,754,085	\$35,523,060	\$35,754,085	\$35,523,060	55 days
JP Morgan Chase Checking Account	\$40,857,727	\$36,530,857	\$40,857,727	\$36,639,508	0.003
<b>Total Assets</b>	<b>\$175,320,987</b>	<b>\$157,751,494</b>	<b>\$175,587,998</b>	<b>\$158,231,153</b>	

<u>Account Name</u>	<u>Yield to Maturity</u>	<u>Yield to Maturity</u>	<u>Yield to Maturity</u>	<u>Yield to Maturity</u>	<u>Duration (Years)</u>
	<u>at Cost<sup>4, 5</sup></u>	<u>at Cost<sup>4, 5</sup></u>	<u>at Market<sup>5</sup></u>	<u>at Market<sup>5</sup></u>	<u>December 31, 2020</u>
	<u>March 31, 2021</u>	<u>December 31, 2020</u>	<u>March 31, 2021</u>	<u>December 31, 2020</u>	
Investment Portfolio	1.14%	1.39%	0.54%	0.56%	1.84
Short Term Investment Portfolio	0.20%	0.23%	0.12%	0.20%	0.44
Florida Prime <sup>7</sup>	0.13%	0.18%	0.13%	0.18%	48 days
US Bank Money Market Account	0.01%	0.01%	0.01%	0.01%	0.003
Florida Palm	0.08%	0.11%	0.08%	0.11%	50 days
JP Morgan Chase Checking Account	N/A	N/A	N/A	N/A	0.003
<b>Weighted Average Yield</b>	<b>0.24%</b>	<b>0.32%</b>	<b>0.14%</b>	<b>0.19%</b>	

<u>Benchmarks</u>	<u>March 31, 2021</u>	<u>December 31, 2020</u>
S&P Rated GIP Index Government 30 Day Yield <sup>6</sup>	0.09%	0.14%

## Notes:

1. On a trade-date basis, including accrued interest.
2. In order to comply with GASB accrual accounting reporting requirements; forward settling trades are included in the monthly balances.
3. Includes cash in custody account.
4. Past performance is not indicative of future results.
5. Month end yields.
6. Month end yield, gross of fees. Source Standard & Poor's.
7. Thirty day yield as of quarter end. The yields shown above represent past performance. Past performance is no guarantee of future results and yields may vary. The current fund performance may be higher or lower than that cited. The current seven-day yield does not include realized gains and losses on the sale of securities. The yields shown above may reflect fee waivers by service providers that subsidize and reduce the total operating expenses of the Funds. Fund yields would be lower if there were no such waivers.



Security Type	Amortized Cost (Includes Interest)	Allocation Percentage	Permitted by Policy	In Compliance
Asset-Backed Securities	3,237,231.25	1.85%	25%	Yes
Bankers' Acceptances	-	-	25%	Yes
Certificates of Deposit and Savings Accounts	8,198,374.69	4.69%	50%	Yes
Commercial Paper	18,546,833.94	10.61%	50%	Yes
Corporate Notes	2,705,219.07	1.55%	50%	Yes
Demand Deposit Bank Accounts	40,857,727.14	23.38%	100%	Yes
Federal Agency	5,951,705.24	3.41%	75%	Yes
Florida Prime (SBA)	32,356,776.62	18.51%	25%	Yes
Intergovernmental Pools	35,203,138.25	20.14%	50%	Yes
Federal Agency MBS/CMO	1,835,200.87	1.05%	25%	Yes
Money Market Funds	8,198,378.62	4.69%	50%	Yes
Municipals	897,659.72	0.51%	25%	Yes
Repurchase Agreements	-	-	25%	Yes
Supranationals	1,116,619.56	0.64%	25%	Yes
United States Treasury Securities	15,665,173.93	8.96%	100%	Yes
<b>Total</b>	<b>174,770,038.90</b>	<b>100.00%</b>		

End of month trade-date amortized cost of portfolio holdings, including accrued interest.



Sector	Individual Issuer Breakdown	Amortized Cost (Includes Interest)	Allocation Percentage	Permitted by Policy	In Compliance
ASSET-BACKED	ALLY AUTO RECEIVABLES TRUST	77,504.09	0.04%	5%	Yes
ASSET-BACKED	AMERICAN EXPRESS CREDIT ACCOUN	250,289.28	0.14%	5%	Yes
ASSET-BACKED	CAPITAL ONE MULTI-ASSET EXECUT	150,088.90	0.09%	5%	Yes
ASSET-BACKED	CAPITAL ONE PRIME AUTO REC TRUST	63,311.39	0.04%	5%	Yes
ASSET-BACKED	CNH EQUIPMENT TRUST	135,166.16	0.08%	5%	Yes
ASSET-BACKED	GM FINANCIAL AUTO LEASING TRUST	41,722.68	0.02%	5%	Yes
ASSET-BACKED	GM FINANCIAL SECURITIZED TERM	318,202.80	0.18%	5%	Yes
ASSET-BACKED	HARLEY-DAVIDSON MOTORCYCLE TRUST	150,045.07	0.09%	5%	Yes
ASSET-BACKED	HONDA AUTO RECEIVABLES OWNER T	225,415.11	0.13%	5%	Yes
ASSET-BACKED	HYUNDAI AUTO RECEIVABLES TRUST	163,344.84	0.09%	5%	Yes
ASSET-BACKED	NISSAN AUTO RECEIVABLES OWNER	300,085.20	0.17%	5%	Yes
ASSET-BACKED	TOYOTA AUTO RECEIVABLES OWNER	172,362.46	0.10%	5%	Yes
ASSET-BACKED	WORLD OMNI AUTO RECEIVABLES TR	143,376.81	0.08%	5%	Yes
ASSET-BACKED	BMW VEHICLE LEASE TRUST	49,456.59	0.03%	5%	Yes
ASSET-BACKED	CARMAX AUTO OWNER TRUST	365,345.32	0.21%	5%	Yes
ASSET-BACKED	JOHN DEERE OWNER TRUST	157,292.74	0.09%	5%	Yes
ASSET-BACKED	MERCEDES-BENZ AUTO RECEIVABLES	32,133.96	0.02%	5%	Yes
ASSET-BACKED	FORD CREDIT AUTO LEASE TRUST	12,666.63	0.01%	5%	Yes
ASSET-BACKED	NISSAN AUTO LEASE TRUST	69,767.49	0.04%	5%	Yes
ASSET-BACKED	MERCEDES-BENZ AUTO LEASE TRUST	35,574.31	0.02%	5%	Yes
ASSET-BACKED	VOLKSWAGEN AUTO LOAN ENHANCED	73,949.28	0.04%	5%	Yes
ASSET-BACKED	DISCOVER CARD EXECUTION NOTE TRUST	75,100.37	0.04%	5%	Yes
ASSET-BACKED	VERIZON OWNER TRUST	125,028.91	0.07%	5%	Yes
ASSET-BACKED	BMW VEHICLE OWNER TRUST	50,000.86	0.03%	5%	Yes
CORPORATE NOTE	AMERICAN HONDA FINANCE	110,763.54	0.06%	5%	Yes
CORPORATE NOTE	APPLE INC	140,140.55	0.08%	5%	Yes
CORPORATE NOTE	CHEVRON CORP	90,283.98	0.05%	5%	Yes
CORPORATE NOTE	CITIGROUP INC	253,725.76	0.15%	5%	Yes
CORPORATE NOTE	GOLDMAN SACHS GROUP INC	176,492.64	0.10%	5%	Yes
CORPORATE NOTE	MORGAN STANLEY	140,135.78	0.08%	5%	Yes
CORPORATE NOTE	TOYOTA MOTOR CREDIT CORP	129,194.86	0.07%	5%	Yes
CORPORATE NOTE	JOHN DEERE CAPITAL CORP	175,070.78	0.10%	5%	Yes
CORPORATE NOTE	JPMORGAN CHASE & CO	290,098.92	0.17%	5%	Yes
CORPORATE NOTE	CHARLES SCHWAB CORP	74,983.29	0.04%	5%	Yes
CORPORATE NOTE	BANK OF AMERICA CORP	202,771.95	0.12%	5%	Yes
CORPORATE NOTE	PACCAR FINANCIAL CORP	105,047.82	0.06%	5%	Yes
CORPORATE NOTE	CATERPILLAR FINANCIAL SERVICES CORP	185,737.67	0.11%	5%	Yes
CORPORATE NOTE	AMAZON.COM INC	125,037.15	0.07%	5%	Yes
CORPORATE NOTE	NATIONAL RURAL UTIL COOP	64,990.77	0.04%	5%	Yes

## THE CITY OF PALM BAY, FLORIDA

## Asset Allocation

Sector	Individual Issuer Breakdown	Amortized Cost (Includes Interest)	Allocation Percentage	Permitted by Policy	In Compliance
CORPORATE NOTE	HONEYWELL INTERNATIONAL	120,067.62	0.07%	5%	Yes
CORPORATE NOTE	PEPSICO INC	100,164.73	0.06%	5%	Yes
CORPORATE NOTE	BANK OF NY MELLON CORP	75,214.74	0.04%	5%	Yes
CORPORATE NOTE	ADOBE INC	30,059.79	0.02%	5%	Yes
CORPORATE NOTE	BRISTOL-MYERS SQUIBB CO	115,236.73	0.07%	5%	Yes
MBS / CMO	FANNIE MAE	775,079.18	0.44%	40%	Yes
MBS / CMO	FHLMC MULTIFAMILY STRUCTURED P	800,932.50	0.46%	40%	Yes
MBS / CMO	FREDDIE MAC	163,352.28	0.09%	40%	Yes
MBS / CMO	FANNIEMAE-ACES	95,836.91	0.05%	40%	Yes
US TSY BOND/NOTE	UNITED STATES TREASURY	15,665,173.93	8.96%	100%	Yes
SUPRANATL	INTER-AMERICAN DEVELOPMENT BANK	125,190.91	0.07%	10%	Yes
SUPRANATL	AFRICAN DEVELOPMENT BANK	361,000.49	0.21%	10%	Yes
SUPRANATL	ASIAN DEVELOPMENT BANK	630,428.16	0.36%	10%	Yes
MUNI BOND/NOTE	NEW YORK ST DORM AUTH ST PERSO	190,046.44	0.11%	5%	Yes
MUNI BOND/NOTE	CONNECTICUT ST	20,187.92	0.01%	5%	Yes
MUNI BOND/NOTE	PORT AUTHORITY OF NY/NJ	151,522.03	0.09%	5%	Yes
MUNI BOND/NOTE	FLORIDA ST BRD OF ADMIN FIN CO	65,204.43	0.04%	5%	Yes
MUNI BOND/NOTE	NEW YORK ST URBAN DEV CORP REV	220,057.20	0.13%	5%	Yes
MUNI BOND/NOTE	CALIFORNIA ST EARTHQUAKE AUTHORITY	50,165.88	0.03%	5%	Yes
MUNI BOND/NOTE	HONOLULU, HI TXBL GO BONDS	145,420.26	0.08%	5%	Yes
MUNI BOND/NOTE	NEW JERSEY ST TURNPIKE AUTH	55,055.56	0.03%	5%	Yes
FED AGY BOND/NOTE	FANNIE MAE	1,118,687.09	0.64%	40%	Yes
FED AGY BOND/NOTE	FEDERAL HOME LOAN BANKS	103,637.40	0.06%	40%	Yes
FED AGY BOND/NOTE	FREDDIE MAC	4,729,380.75	2.71%	40%	Yes
COMMERCIAL PAPER	TOYOTA MOTOR CREDIT CORP	1,997,746.66	1.14%	5%	Yes
COMMERCIAL PAPER	EXXON MOBIL CORP	3,798,699.56	2.17%	5%	Yes
COMMERCIAL PAPER	ING (US) FUNDING LLC	2,758,084.10	1.58%	5%	Yes
COMMERCIAL PAPER	NATIXIS NY BRANCH	3,995,416.67	2.29%	5%	Yes
COMMERCIAL PAPER	MIZUHO BANK LTD/NY	1,998,942.50	1.14%	5%	Yes
COMMERCIAL PAPER	SUMITOMO MITSUI TRUST NY	3,997,944.45	2.29%	5%	Yes
FLORIDA PRIME (SBA)	FLORIDA PRIME (SBA)	32,356,776.62	18.51%	25%	Yes
CD / SAVINGS ACCOUNT	US BANK ST SAFEKEEPING	8,121,025.92	4.65%	100%	Yes
CD / SAVINGS ACCOUNT	US BANK SAFEKEEPING CORE	77,348.77	0.04%	100%	Yes
DEMAND DEPOSIT BANK ACCOUNT	CASH ACCOUNTS	40,857,727.14	23.38%	100%	Yes
MNY MKT/MUTUAL FND	CASH BALANCE	8,198,378.62	4.69%	25%	Yes
INTERGOVERNMENTAL POOLS	FL PALM	35,203,138.25	20.14%	25%	Yes
<b>Total</b>		<b>174,770,038.90</b>	<b>100.00%</b>		

End of month trade-date amortized cost of portfolio holdings, including accrued interest.

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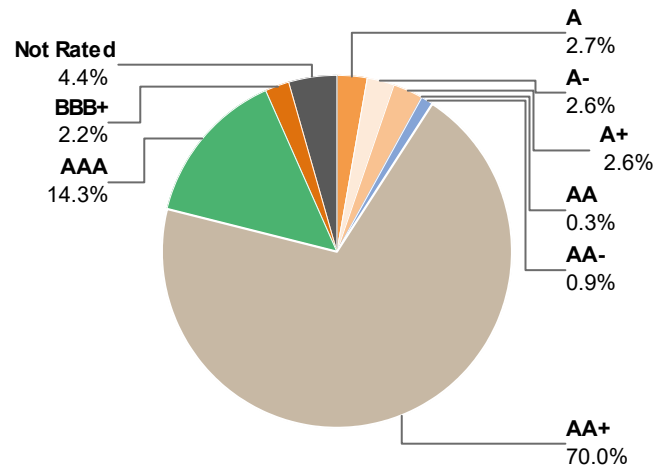
# Tab III

## Portfolio Statistics

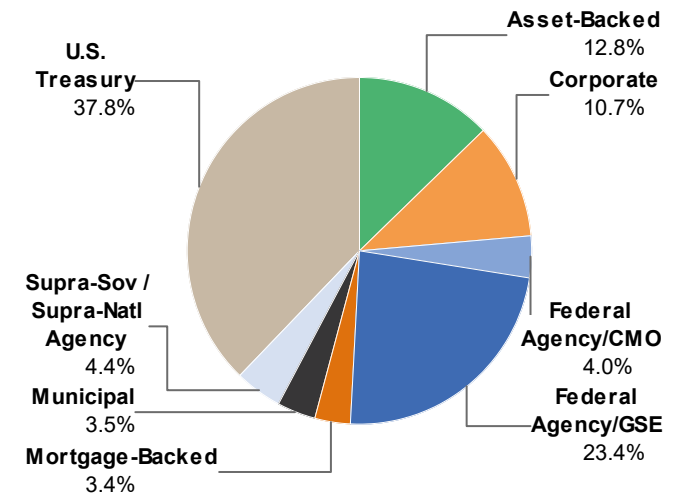
As of March 31, 2021

Par Value:	\$25,184,224
Total Market Value:	\$25,592,246
Security Market Value:	\$25,464,710
Accrued Interest:	\$50,183
Cash:	\$77,353
Amortized Cost:	\$25,200,867
Yield at Market:	0.54%
Yield at Cost:	1.14%
Effective Duration:	1.83 Years
Average Maturity:	2.32 Years
Average Credit: *	AA

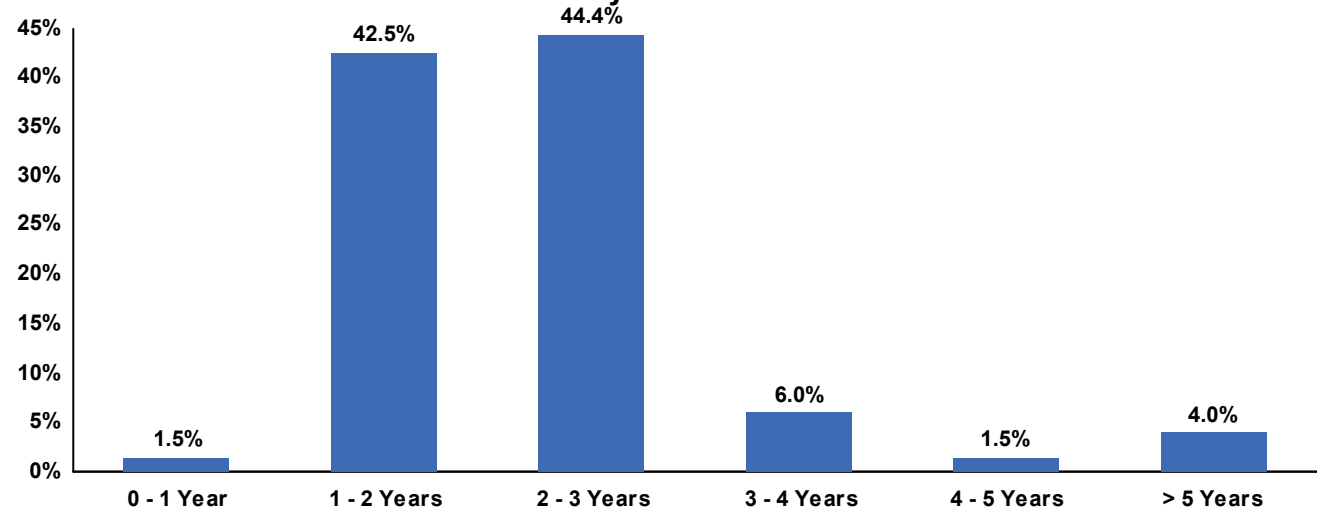
## Credit Quality (S&amp;P Ratings)



## Sector Allocation



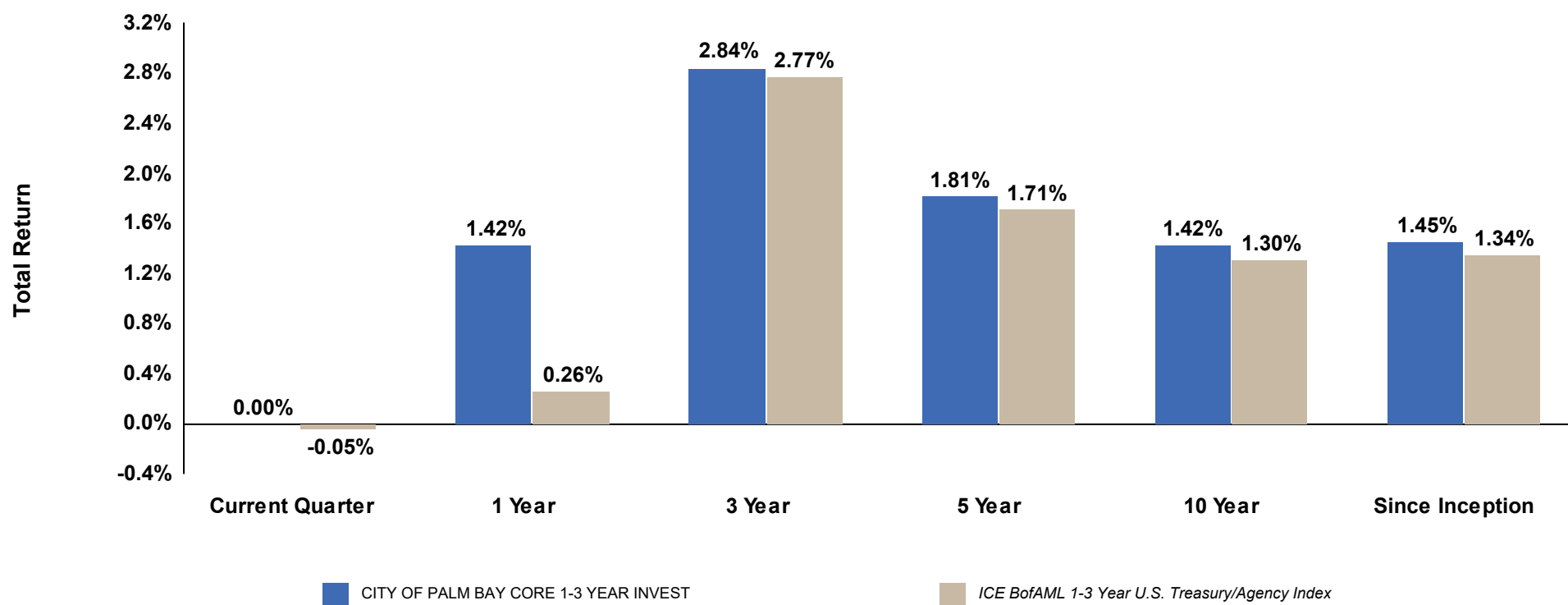
## Maturity Distribution



\* An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

## Portfolio Performance (Total Return)

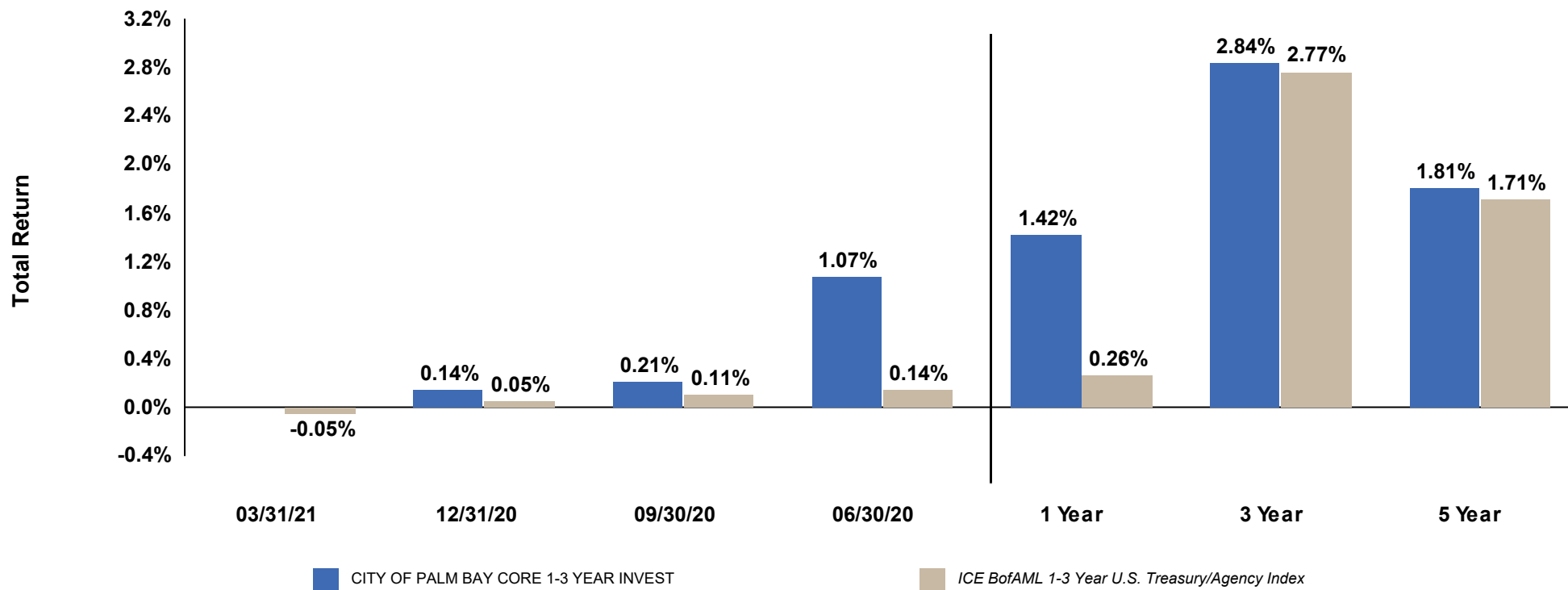
Portfolio/Benchmark	Effective Duration	Current Quarter	Annualized Return				
			1 Year	3 Year	5 Year	10 Year	Since Inception (09/30/09) **
CITY OF PALM BAY CORE 1-3 YEAR INVEST	1.83	0.00%	1.42%	2.84%	1.81%	1.42%	1.45%
ICE BofAML 1-3 Year U.S. Treasury/Agency Index	1.83	-0.05%	0.26%	2.77%	1.71%	1.30%	1.34%
Difference		0.05%	1.16%	0.07%	0.10%	0.12%	0.11%



Portfolio performance is gross of fees unless otherwise indicated. \*\*Since Inception performance is not shown for periods less than one year.

## Portfolio Performance (Total Return)

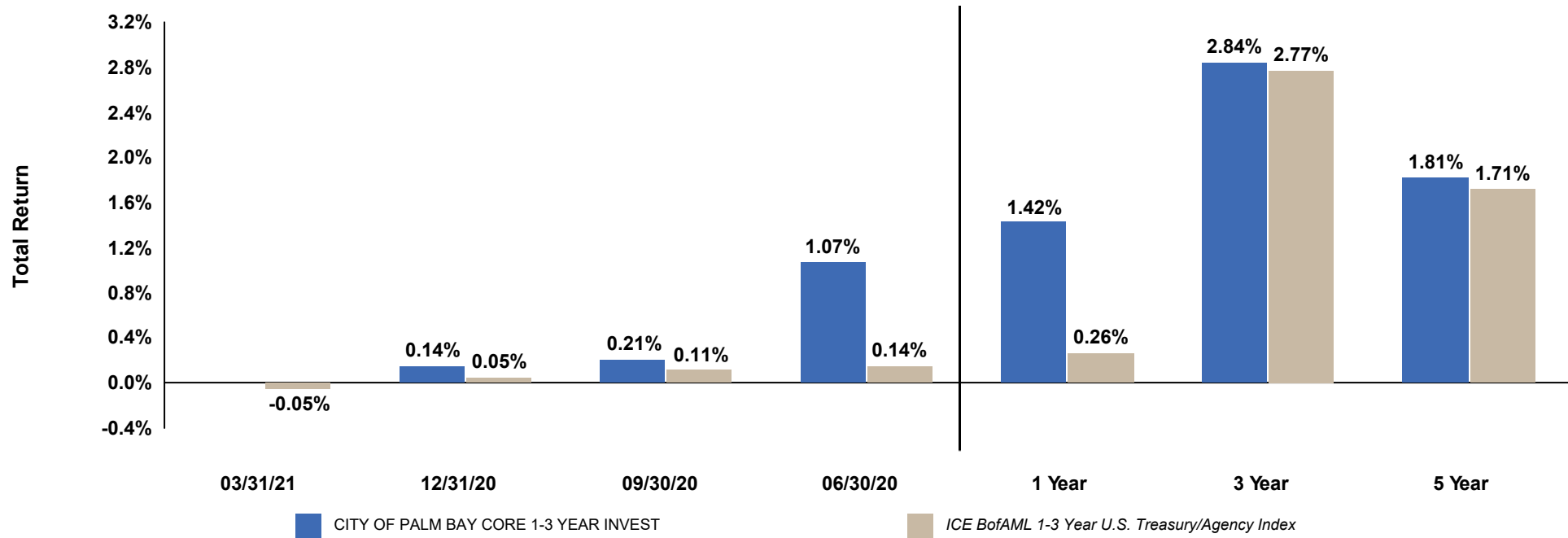
Portfolio/Benchmark	Effective Duration	Quarter Ended				1 Year	Annualized Return	
		03/31/21	12/31/20	09/30/20	06/30/20		3 Year	5 Year
CITY OF PALM BAY CORE 1-3 YEAR INVEST	1.83	0.00%	0.14%	0.21%	1.07%	1.42%	2.84%	1.81%
ICE BofAML 1-3 Year U.S. Treasury/Agency Index	1.83	-0.05%	0.05%	0.11%	0.14%	0.26%	2.77%	1.71%
Difference		0.05%	0.09%	0.10%	0.93%	1.16%	0.07%	0.10%



Portfolio performance is gross of fees unless otherwise indicated.

## Portfolio Performance (Total Return)

Portfolio/Benchmark	Effective Duration	Quarter Ended				Annualized Return		
		03/31/21	12/31/20	09/30/20	06/30/20	1 Year	3 Year	5 Year
CITY OF PALM BAY CORE 1-3 YEAR INVEST	1.83	0.00%	0.14%	0.21%	1.07%	1.42%	2.84%	1.81%
Net of Fees **	-	-0.02%	0.12%	0.19%	1.05%	1.34%	2.76%	1.73%
ICE BofAML 1-3 Year U.S. Treasury/Agency Index	1.83	-0.05%	0.05%	0.11%	0.14%	0.26%	2.77%	1.71%
Difference (Gross)		0.05%	0.09%	0.10%	0.93%	1.16%	0.07%	0.10%
Difference (Net)		0.03%	0.07%	0.08%	0.91%	1.08%	-0.01%	0.02%



Portfolio performance is gross of fees unless otherwise indicated. \*\* Fees were calculated based on average assets during the period at the contractual rate.

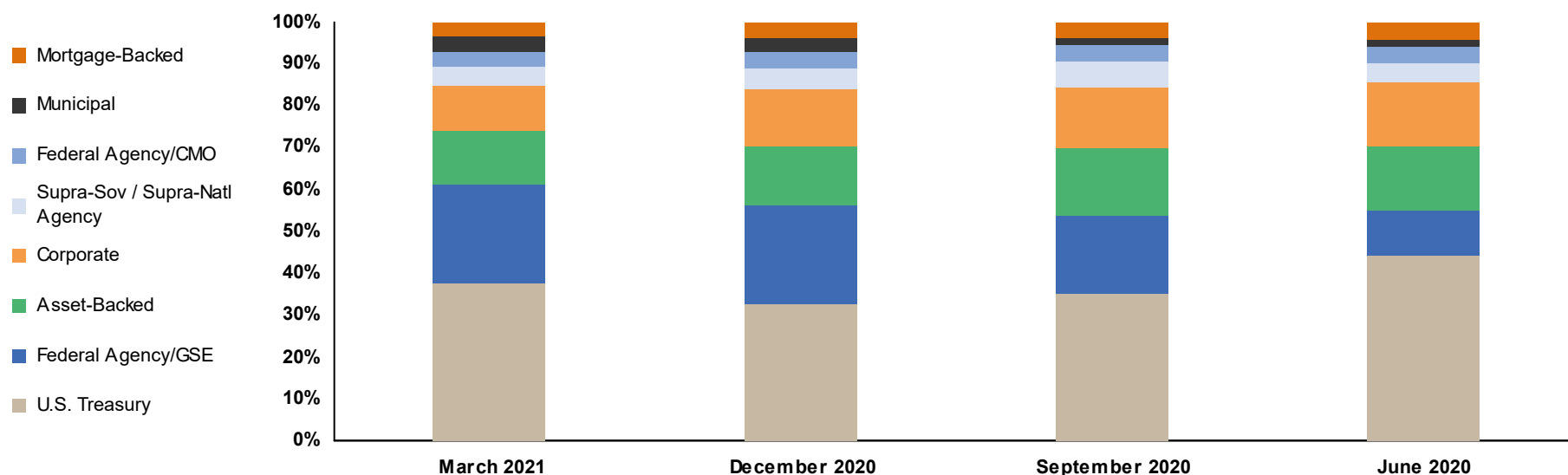
**Portfolio Earnings****Quarter-Ended March 31, 2021**

	<b>Market Value Basis</b>	<b>Accrual (Amortized Cost) Basis</b>
<b>Beginning Value (12/31/2020)</b>	\$25,511,709.12	\$25,143,095.80
<b>Net Purchases/Sales</b>	\$33,941.84	\$33,941.84
<b>Change in Value</b>	(\$80,940.55)	\$23,829.19
<b>Ending Value (03/31/2021)</b>	\$25,464,710.41	\$25,200,866.83
<b>Interest Earned</b>	\$79,938.86	\$79,938.86
<b>Portfolio Earnings</b>	(\$1,001.69)	\$103,768.05



## Sector Allocation

Sector	March 31, 2021		December 31, 2020		September 30, 2020		June 30, 2020	
	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total
U.S. Treasury	9.6	37.8%	8.3	32.7%	9.0	35.2%	11.2	44.1%
Federal Agency/GSE	6.0	23.4%	6.0	23.4%	4.7	18.6%	2.7	10.7%
Asset-Backed	3.3	12.8%	3.6	14.0%	4.1	15.9%	3.9	15.4%
Corporate	2.7	10.7%	3.5	13.6%	3.8	14.7%	3.9	15.4%
Supra-Sov / Supra-Natl Agency	1.1	4.4%	1.3	5.3%	1.5	5.9%	1.1	4.3%
Federal Agency/CMO	1.0	4.0%	1.0	4.0%	1.1	4.2%	1.1	4.4%
Municipal	0.9	3.5%	0.8	3.3%	0.4	1.5%	0.3	1.3%
Mortgage-Backed	0.9	3.4%	0.9	3.7%	1.0	4.0%	1.1	4.4%
<b>Total</b>	<b>\$25.5</b>	<b>100.0%</b>	<b>\$25.5</b>	<b>100.0%</b>	<b>\$25.6</b>	<b>100.0%</b>	<b>\$25.4</b>	<b>100.0%</b>

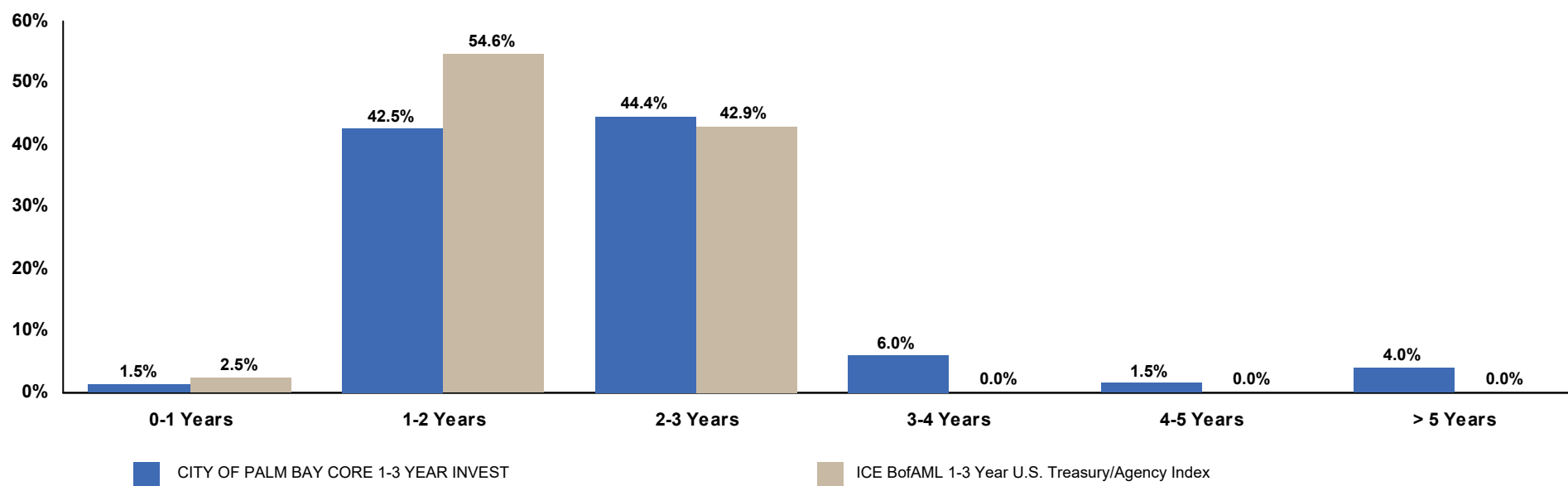


Detail may not add to total due to rounding.

## Maturity Distribution

As of March 31, 2021

Portfolio/Benchmark	Yield at Market	Average Maturity	0-1 Years	1-2 Years	2-3 Years	3-4 Years	4-5 Years	>5 Years
CITY OF PALM BAY CORE 1-3 YEAR INVEST	0.54%	2.32 yrs	1.5%	42.5%	44.4%	6.0%	1.5%	4.0%
ICE BofAML 1-3 Year U.S. Treasury/Agency Index	0.19%	1.95 yrs	2.5%	54.6%	42.9%	0.0%	0.0%	0.0%

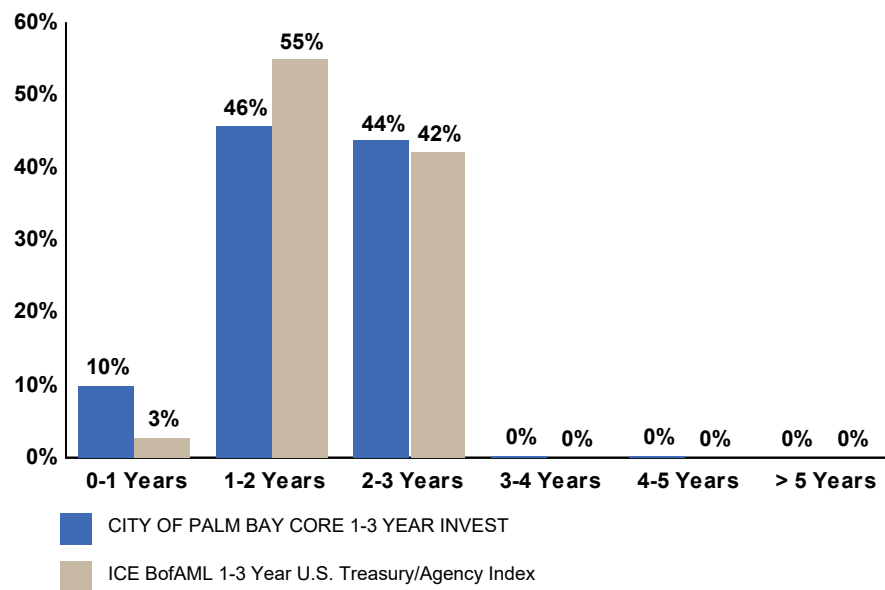


## Duration Distribution

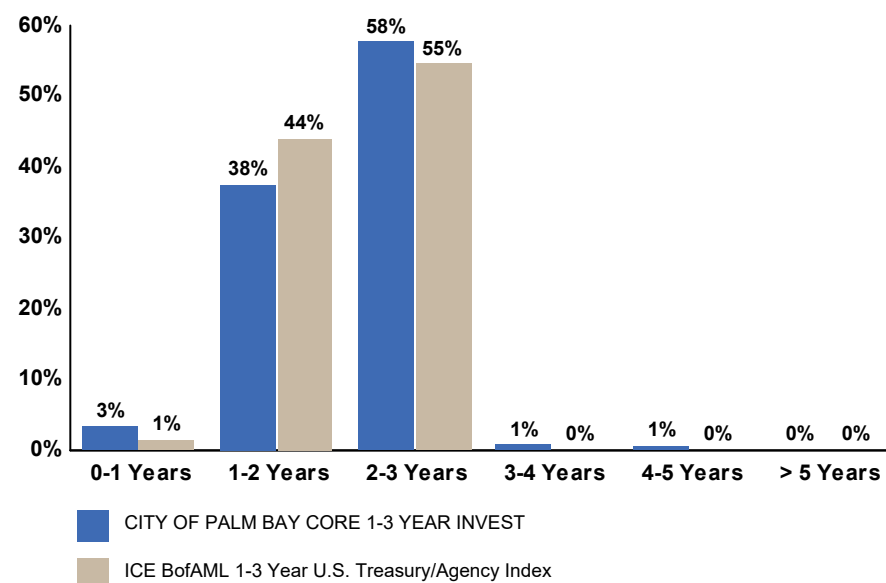
As of March 31, 2021

Portfolio / Benchmark	Effective Duration	0-1 YEARS	1-2 YEARS	2-3 YEARS	3-4 YEARS	4-5 YEARS	> 5 YEARS
CITY OF PALM BAY CORE 1-3 YEAR INVEST	1.83	10.0%	45.7%	43.7%	0.4%	0.3%	0.0%
ICE BofAML 1-3 Year U.S. Treasury/Agency Index	1.83	2.9%	54.9%	42.2%	0.0%	0.0%	0.0%

Distribution by Effective Duration



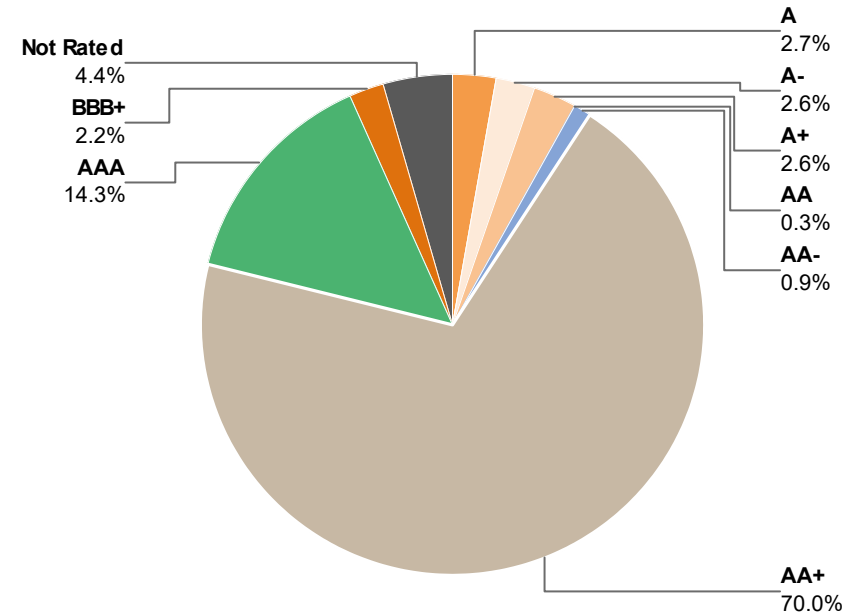
Contribution to Portfolio Duration



## Credit Quality

As of March 31, 2021

S&P Rating	Market Value (\$)	% of Portfolio
AA+	\$17,815,848	70.0%
AAA	\$3,650,160	14.3%
Not Rated	\$1,127,770	4.4%
A	\$687,271	2.7%
A-	\$670,790	2.6%
A+	\$660,763	2.6%
BBB+	\$570,304	2.2%
AA-	\$216,297	0.9%
AA	\$65,508	0.3%
<b>Totals</b>	<b>\$25,464,710</b>	<b>100.0%</b>



Detail may not add to total due to rounding.

## Issuer Distribution

As of March 31, 2021

Issuer	Market Value (\$)	% of Portfolio	Top 5 = 72.1%	Top 10 = 78.3%
UNITED STATES TREASURY	9,619,734	37.8%		
FREDDIE MAC	5,713,729	22.4%		
FANNIE MAE	2,017,298	7.9%		
ASIAN DEVELOPMENT BANK	630,282	2.5%		
CARMAX AUTO OWNER TRUST	369,543	1.5%		
AFRICAN DEVELOPMENT BANK	363,533	1.4%		
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	321,286	1.3%		
TOYOTA MOTOR CORP	305,292	1.2%		
NISSAN AUTO RECEIVABLES	303,346	1.2%		
JP MORGAN CHASE & CO	290,217	1.1%		
CITIGROUP INC	255,625	1.0%		
AMERICAN EXPRESS CO	254,289	1.0%		
HONDA AUTO RECEIVABLES	226,514	0.9%		
NEW YORK ST URBAN DEVELOPMENT CORP	219,372	0.9%		
CAPITAL ONE FINANCIAL CORP	217,086	0.9%		
BANK OF AMERICA CO	204,101	0.8%		
DORMITORY AUTHORITY OF NEW YORK	190,179	0.8%		
CATERPILLAR INC	187,693	0.7%		

## CITY OF PALM BAY CORE 1-3 YEAR INVEST

## Portfolio Composition

Issuer	Market Value (\$)	% of Portfolio
DEERE & COMPANY	175,454	0.7%
GOLDMAN SACHS GROUP INC	175,050	0.7%
HYUNDAI AUTO RECEIVABLES	164,708	0.7%
JOHN DEERE OWNER TRUST	158,074	0.6%
NEW YORK & NEW JERSEY PORT AUTHORITY	152,106	0.6%
HARLEY-DAVIDSON MOTORCYCLE TRUST	150,975	0.6%
HONOLULU HI	148,042	0.6%
WORLD OMNI AUTO REC TRUST	145,449	0.6%
APPLE INC	141,527	0.6%
MORGAN STANLEY	139,629	0.6%
CNH EQUIPMENT TRUST	136,164	0.5%
VERIZON OWNER TRUST	126,378	0.5%
INTER-AMERICAN DEVELOPMENT BANK	125,675	0.5%
AMAZON.COM INC	125,299	0.5%
HONEYWELL INTERNATIONAL	120,068	0.5%
BRISTOL-MYERS SQUIBB CO	115,088	0.5%
AMERICAN HONDA FINANCE	112,031	0.4%
PACCAR FINANCIAL CORP	106,783	0.4%
FEDERAL HOME LOAN BANKS	104,188	0.4%
PEPSICO INC	100,573	0.4%
CHEVRON CORPORATION	90,998	0.4%

## CITY OF PALM BAY CORE 1-3 YEAR INVEST

## Portfolio Composition

Issuer	Market Value (\$)	% of Portfolio
ALLY AUTO RECEIVABLES TRUST	78,201	0.3%
THE BANK OF NEW YORK MELLON CORPORATION	77,155	0.3%
DISCOVER FINANCIAL SERVICES	76,688	0.3%
CHARLES SCHWAB	75,372	0.3%
VOLKSWAGEN OF AMERICA	74,817	0.3%
NISSAN AUTO LEASE TRUST	69,883	0.3%
FLORIDA STATE BOARD OF ADMIN FIN CORP	65,508	0.3%
NATIONAL RURAL UTILITIES CO FINANCE CORP	64,441	0.3%
NEW JERSEY TURNPIKE AUTHORITY	55,101	0.2%
CALIFORNIA EARTHQUAKE AUTHORITY	50,680	0.2%
BMW VEHICLE OWNER TRUST	50,111	0.2%
BMW FINANCIAL SERVICES NA LLC	49,415	0.2%
GM FINANCIAL LEASINGTRUST	41,808	0.2%
MERCEDES-BENZ AUTO LEASE TRUST	35,595	0.1%
MERCEDES-BENZ AUTO RECEIVABLES	32,352	0.1%
ADOBE INC	30,764	0.1%
STATE OF CONNECTICUT	20,765	0.1%
FORD CREDIT AUTO LEASE TRUST	12,676	0.1%
<b>Grand Total:</b>	<b>25,464,710</b>	<b>100.0%</b>

## Sector/Issuer Distribution

As of March 31, 2021

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
<b>Asset-Backed</b>			
ALLY AUTO RECEIVABLES TRUST	78,201	2.4%	0.3%
AMERICAN EXPRESS CO	254,289	7.8%	1.0%
BMW FINANCIAL SERVICES NA LLC	49,415	1.5%	0.2%
BMW VEHICLE OWNER TRUST	50,111	1.5%	0.2%
CAPITAL ONE FINANCIAL CORP	217,086	6.6%	0.9%
CARMAX AUTO OWNER TRUST	369,543	11.3%	1.5%
CNH EQUIPMENT TRUST	136,164	4.2%	0.5%
DISCOVER FINANCIAL SERVICES	76,688	2.3%	0.3%
FORD CREDIT AUTO LEASE TRUST	12,676	0.4%	- %
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	321,286	9.8%	1.3%
GM FINANCIAL LEASINGTRUST	41,808	1.3%	0.2%
HARLEY-DAVIDSON MOTORCYCLE TRUST	150,975	4.6%	0.6%
HONDA AUTO RECEIVABLES	226,514	6.9%	0.9%
HYUNDAI AUTO RECEIVABLES	164,708	5.0%	0.6%
JOHN DEERE OWNER TRUST	158,074	4.8%	0.6%
MERCEDES-BENZ AUTO LEASE TRUST	35,595	1.1%	0.1%
MERCEDES-BENZ AUTO RECEIVABLES	32,352	1.0%	0.1%
NISSAN AUTO LEASE TRUST	69,883	2.1%	0.3%
NISSAN AUTO RECEIVABLES	303,346	9.3%	1.2%
TOYOTA MOTOR CORP	174,181	5.3%	0.7%
VERIZON OWNER TRUST	126,378	3.9%	0.5%



## CITY OF PALM BAY CORE 1-3 YEAR INVEST

## Portfolio Composition

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
VOLKSWAGEN OF AMERICA	74,817	2.3%	0.3%
WORLD OMNI AUTO REC TRUST	145,449	4.4%	0.6%
<b>Sector Total</b>	<b>3,269,540</b>	<b>100.0%</b>	<b>12.8%</b>
<b>Corporate</b>			
ADOBE INC	30,764	1.1%	0.1%
AMAZON.COM INC	125,299	4.6%	0.5%
AMERICAN HONDA FINANCE	112,031	4.1%	0.4%
APPLE INC	141,527	5.2%	0.6%
BANK OF AMERICA CO	204,101	7.5%	0.8%
BRISTOL-MYERS SQUIBB CO	115,088	4.2%	0.5%
CATERPILLAR INC	187,693	6.9%	0.7%
CHARLES SCHWAB	75,372	2.8%	0.3%
CHEVRON CORPORATION	90,998	3.3%	0.4%
CITIGROUP INC	255,625	9.4%	1.0%
DEERE & COMPANY	175,454	6.5%	0.7%
GOLDMAN SACHS GROUP INC	175,050	6.4%	0.7%
HONEYWELL INTERNATIONAL	120,068	4.4%	0.5%
JP MORGAN CHASE & CO	290,217	10.7%	1.1%
MORGAN STANLEY	139,629	5.1%	0.5%
NATIONAL RURAL UTILITIES CO FINANCE CORP	64,441	2.4%	0.3%
PACCAR FINANCIAL CORP	106,783	3.9%	0.4%
PEPSICO INC	100,573	3.7%	0.4%
THE BANK OF NEW YORK MELLON CORPORATION	77,155	2.8%	0.3%
TOYOTA MOTOR CORP	131,111	4.8%	0.5%
<b>Sector Total</b>	<b>2,718,979</b>	<b>100.0%</b>	<b>10.7%</b>

## CITY OF PALM BAY CORE 1-3 YEAR INVEST

## Portfolio Composition

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
<b>Federal Agency/CMO</b>			
FANNIE MAE	184,228	18.2%	0.7%
FREDDIE MAC	826,588	81.8%	3.2%
<b>Sector Total</b>	<b>1,010,816</b>	<b>100.0%</b>	<b>4.0%</b>
<b>Federal Agency/GSE</b>			
FANNIE MAE	1,120,837	18.8%	4.4%
FEDERAL HOME LOAN BANKS	104,188	1.7%	0.4%
FREDDIE MAC	4,732,580	79.4%	18.6%
<b>Sector Total</b>	<b>5,957,605</b>	<b>100.0%</b>	<b>23.4%</b>
<b>Mortgage-Backed</b>			
FANNIE MAE	712,232	82.2%	2.8%
FREDDIE MAC	154,561	17.8%	0.6%
<b>Sector Total</b>	<b>866,793</b>	<b>100.0%</b>	<b>3.4%</b>
<b>Municipal</b>			
CALIFORNIA EARTHQUAKE AUTHORITY	50,680	5.6%	0.2%
DORMITORY AUTHORITY OF NEW YORK	190,179	21.1%	0.7%
FLORIDA STATE BOARD OF ADMIN FIN CORP	65,508	7.3%	0.3%
HONOLULU HI	148,042	16.4%	0.6%
NEW JERSEY TURNPIKE AUTHORITY	55,101	6.1%	0.2%

## CITY OF PALM BAY CORE 1-3 YEAR INVEST

## Portfolio Composition

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
NEW YORK & NEW JERSEY PORT AUTHORITY	152,106	16.9%	0.6%
NEW YORK ST URBAN DEVELOPMENT CORP	219,372	24.3%	0.9%
STATE OF CONNECTICUT	20,765	2.3%	0.1%
<b>Sector Total</b>	<b>901,753</b>	<b>100.0%</b>	<b>3.5%</b>
<b>Supra-Sov / Supra-Natl Agency</b>			
AFRICAN DEVELOPMENT BANK	363,533	32.5%	1.4%
ASIAN DEVELOPMENT BANK	630,282	56.3%	2.5%
INTER-AMERICAN DEVELOPMENT BANK	125,675	11.2%	0.5%
<b>Sector Total</b>	<b>1,119,490</b>	<b>100.0%</b>	<b>4.4%</b>
<b>U.S. Treasury</b>			
UNITED STATES TREASURY	9,619,734	100.0%	37.8%
<b>Sector Total</b>	<b>9,619,734</b>	<b>100.0%</b>	<b>37.8%</b>
<b>Portfolio Total</b>	<b>25,464,710</b>	<b>100.0%</b>	<b>100.0%</b>

## Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
<b>BUY</b>									
1/6/21	1/11/21	200,000	91282CBA8	US TREASURY NOTES	0.12%	12/15/23	199,565.42	0.20%	
1/20/21	1/25/21	140,000	6174468W2	MORGAN STANLEY CORP NOTES (CALLABLE)	0.52%	1/25/24	140,000.00	0.53%	
1/20/21	1/27/21	40,000	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/25	39,992.10	0.34%	
1/22/21	2/4/21	55,000	646140DM2	NJ TURNPIKE AUTHORITY TXBL REV BONDS	0.63%	1/1/24	55,000.00	0.64%	
2/1/21	2/8/21	65,000	63743HEU2	NATIONAL RURAL UTIL COOP CORPORATE NOTES	0.35%	2/8/24	64,955.15	0.37%	
2/2/21	2/3/21	450,000	91282CBE0	US TREASURY NOTES	0.12%	1/15/24	449,326.40	0.18%	
2/2/21	2/3/21	400,000	91282CBG5	US TREASURY NOTES	0.12%	1/31/23	400,097.89	0.11%	
2/9/21	2/16/21	40,000	46647PBY1	JPMORGAN CHASE & CO CORP NOTES (CALLABLE)	0.56%	2/16/25	40,000.00	0.56%	
2/9/21	2/18/21	75,000	41284NAC4	HDMOT 2021-A A3	0.37%	4/15/26	74,982.31	0.37%	
3/1/21	3/3/21	450,000	91282CBM2	US TREASURY NOTES	0.12%	2/15/24	448,073.69	0.27%	
3/1/21	3/4/21	80,000	24422EVN6	JOHN DEERE CAPITAL CORP CORPORATE NOTES	0.45%	1/17/24	79,943.20	0.47%	
3/2/21	3/10/21	45,000	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/24	44,998.57	0.29%	
3/2/21	3/10/21	45,000	47788UAC6	JDOT 2021-A A3	0.36%	9/15/25	44,991.35	0.36%	
3/9/21	3/15/21	70,000	12598AAC4	CNH 2021-A A3	0.40%	12/15/25	69,983.63	0.40%	
3/9/21	3/16/21	150,000	46647PBZ8	JPMORGAN CHASE & CO CORPORATE NOTES	0.69%	3/16/24	150,000.00	0.70%	
3/16/21	3/18/21	75,000	808513BN4	CHARLES SCHWAB CORP NOTES (CALLABLE)	0.75%	3/18/24	74,962.50	0.77%	
3/29/21	3/30/21	100,000	91282CBR1	US TREASURY NOTES	0.25%	3/15/24	99,803.16	0.32%	
3/29/21	3/31/21	250,000	91282CBU4	US TREASURY NOTES	0.12%	3/31/23	249,902.34	0.14%	
<b>Total BUY</b>		<b>2,730,000</b>					<b>2,726,577.71</b>		

**INTEREST**

1/1/21	1/1/21	65,000	341271AD6	FL ST BOARD OF ADMIN TXBL REV BONDS	1.25%	7/1/25	238.50		
1/1/21	1/1/21	20,000	20772KJV2	CT ST TXBL GO BONDS	2.00%	7/1/23	222.22		
1/1/21	1/1/21	50,000	13017HAJ5	CA ST EARTHQUAKE AUTH TXBL REV BONDS	1.32%	7/1/22	68.19		

## CITY OF PALM BAY CORE 1-3 YEAR INVEST

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
1/1/21	1/25/21	100,000	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	192.25		
1/1/21	1/25/21	175,000	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	343.44		
1/1/21	1/25/21	143,254	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	271.23		
1/1/21	1/25/21	90,096	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	187.70		
1/1/21	1/25/21	51,872	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	100.61		
1/1/21	1/25/21	13,699	3137FKK39	FHMS KP05 A	3.20%	7/1/23	36.57		
1/1/21	1/25/21	49,118	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	110.58		
1/1/21	1/25/21	86,277	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	143.79		
1/1/21	1/25/21	150,000	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	313.75		
1/1/21	1/25/21	175,000	3137AYCE9	FHLMC MULTIFAMILY STRUCTURED P	2.68%	10/1/22	391.13		
1/1/21	1/25/21	53,734	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	93.68		
1/1/21	1/25/21	108,960	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	227.00		
1/1/21	1/25/21	96,884	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	201.84		
1/1/21	1/25/21	138,820	3140X4TN6	FN FM1456	2.50%	9/1/28	289.21		
1/1/21	1/25/21	94,342	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	98.27		
1/1/21	1/25/21	64,322	3138ETXC5	FN AL8774	3.00%	3/1/29	160.81		
1/1/21	1/25/21	74,179	3131XBNF2	FR ZK7590	3.00%	1/1/29	185.45		
1/1/21	1/25/21	144,590	3140J86X6	FN BM4485	3.00%	9/1/30	361.48		
1/1/21	1/25/21	100,285	3138MFUC9	FN AQ0578	2.50%	11/1/27	208.93		
1/4/21	1/4/21	0	MONEY0002	MONEY MARKET FUND			0.74		
1/5/21	1/5/21	75,000	24422EVH9	JOHN DEERE CAPITAL CORP CORPORATE NOTES	0.70%	7/5/23	307.71		
1/10/21	1/10/21	480,000	3135G05G4	FANNIE MAE NOTES	0.25%	7/10/23	600.00		
1/14/21	1/14/21	230,000	045167EV1	ASIAN DEVELOPMENT BANK CORPORATE NOTES	0.25%	7/14/23	287.50		
1/15/21	1/15/21	35,351	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	93.97		
1/15/21	1/15/21	3,703	65478BAD3	NISSAN AUTO LEASE TRUST	3.25%	9/15/21	10.03		
1/15/21	1/15/21	47,010	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	118.70		
1/15/21	1/15/21	75,000	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	156.88		
1/15/21	1/15/21	78,579	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	204.96		
1/15/21	1/15/21	66,438	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	161.11		
1/15/21	1/15/21	23,593	58769LAC6	MBALT 2018-B A3	3.21%	9/15/21	63.11		

## CITY OF PALM BAY CORE 1-3 YEAR INVEST

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
1/15/21	1/15/21	139,352	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	373.93		
1/15/21	1/15/21	37,078	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	95.17		
1/15/21	1/15/21	35,000	44933FAC0	HART 2020-B A3	0.48%	12/16/24	14.00		
1/15/21	1/15/21	109,089	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	274.54		
1/15/21	1/15/21	44,855	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	112.51		
1/15/21	1/15/21	49,270	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	128.51		
1/15/21	1/15/21	30,115	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	72.78		
1/15/21	1/15/21	141,415	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	359.43		
1/15/21	1/15/21	75,000	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/24	118.13		
1/15/21	1/15/21	75,000	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.88		
1/15/21	1/15/21	96,004	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	212.81		
1/15/21	1/15/21	60,000	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/25	25.00		
1/15/21	1/15/21	150,000	02587AAN4	AMXCA 2019-2 A	2.67%	11/15/24	333.75		
1/15/21	1/15/21	58,141	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	145.35		
1/15/21	1/15/21	35,000	14315FAD9	CARMX 2020-3 A3	0.62%	3/17/25	18.08		
1/15/21	1/15/21	1,967	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	5.23		
1/15/21	1/15/21	25,000	58769EAC2	MBALT 2020-B A3	0.40%	11/15/23	8.33		
1/15/21	1/15/21	100,000	63743HET5	NATIONAL RURAL UTIL COOP CORP NOTE	1.75%	1/21/22	875.00		
1/15/21	1/15/21	50,000	65480EAD3	NALT 2020-B A3	0.43%	10/16/23	17.92		
1/15/21	1/15/21	74,045	44933AAC1	HART 2018-B A3	3.20%	12/15/22	197.45		
1/15/21	1/15/21	38,008	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	87.42		
1/15/21	1/15/21	103,741	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	273.18		
1/15/21	1/15/21	88,966	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	215.00		
1/15/21	1/15/21	32,210	58772TAC4	MBALT 2019-A A3	3.10%	11/15/21	83.21		
1/15/21	1/15/21	50,239	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	121.83		
1/15/21	1/15/21	56,194	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	143.29		
1/15/21	1/15/21	40,000	47787NAC3	JDOT 2020-B A3	0.51%	11/15/24	17.00		
1/15/21	1/15/21	75,000	254683CK9	DCENT 2019-A1	3.04%	7/15/24	190.00		
1/15/21	1/15/21	120,758	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	320.01		
1/15/21	1/15/21	100,000	02588QAB4	AMXCA 2019-1 A	2.87%	10/15/24	239.17		

## CITY OF PALM BAY CORE 1-3 YEAR INVEST

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
1/15/21	1/15/21	150,000	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	215.00		
1/15/21	1/15/21	2,000,000	912828Z29	US TREASURY NOTES	1.50%	1/15/23	15,000.00		
1/15/21	1/15/21	75,000	65479CAD0	NAROT 2020-B A3	0.55%	7/15/24	34.38		
1/15/21	1/15/21	99,170	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	251.23		
1/16/21	1/16/21	100,000	362590AC5	GMCAR 2020-3 A3	0.45%	4/16/25	37.50		
1/16/21	1/16/21	110,332	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	295.14		
1/16/21	1/16/21	100,000	36258NAC6	GMCAR 2020-1 A3	1.84%	9/16/24	153.33		
1/16/21	1/16/21	41,603	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	104.70		
1/18/21	1/18/21	125,000	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/24	38.54		
1/20/21	1/20/21	60,000	92290BAA9	VZOT 2020-B A	0.47%	2/20/25	23.50		
1/20/21	1/20/21	40,000	362569AC9	GMALT 2020-3 A3	0.45%	8/21/23	15.00		
1/20/21	1/20/21	98,466	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	266.68		
1/20/21	1/20/21	16,392	36256UAD0	GMALT 2019-1 A3	2.98%	12/20/21	40.71		
1/20/21	1/20/21	200,000	06051GGE3	BANK OF AMERICA CORP BANK NOTE	3.12%	1/20/23	3,124.00		
1/20/21	1/20/21	21,731	05586VAC6	BMW VEHICLE LEASE TRUST	2.84%	11/22/21	51.43		
1/20/21	1/20/21	65,000	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	100.21		
1/21/21	1/21/21	33,847	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	83.21		
1/25/21	1/25/21	305,000	3137EAET2	FREDDIE MAC NOTES	0.12%	7/25/22	192.75		
1/25/21	1/25/21	50,000	09661RAD3	BMWOT 2020-A A3	0.48%	10/25/24	20.00		
1/26/21	1/26/21	175,000	949746SA0	WELLS FARGO & CO CORP NOTES	2.10%	7/26/21	1,837.50		
1/27/21	1/27/21	75,000	06406RAM9	BANK OF NY MELLON CORP NOTES	1.85%	1/27/23	693.75		
1/31/21	1/31/21	95,000	912828H86	US TREASURY NOTES	1.50%	1/31/22	712.50		
1/31/21	1/31/21	2,000,000	912828P4	US TREASURY NOTES	1.87%	7/31/22	18,750.00		
2/1/21	2/1/21	145,000	438687KR5	HONOLULU, HI TXBL GO BONDS	1.73%	8/1/22	1,260.78		
2/1/21	2/1/21	30,000	00724PAA7	ADOBE INC CORP NOTE	1.70%	2/1/23	255.00		
2/1/21	2/25/21	100,000	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	192.25		
2/1/21	2/25/21	98,053	3138MFUC9	FN AQ0578	2.50%	11/1/27	204.28		
2/1/21	2/25/21	13,681	3137FKK39	FHMS KP05 A	3.20%	7/1/23	36.52		
2/1/21	2/25/21	175,000	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	343.44		
2/1/21	2/25/21	51,574	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	97.99		

## CITY OF PALM BAY CORE 1-3 YEAR INVEST

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
2/1/21	2/25/21	91,226	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	95.03		
2/1/21	2/25/21	150,000	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	313.75		
2/1/21	2/25/21	47,463	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	93.53		
2/1/21	2/25/21	142,879	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	270.52		
2/1/21	2/25/21	175,000	3137AYCE9	FHLMC MULTIFAMILY STRUCTURED P	2.68%	10/1/22	391.13		
2/1/21	2/25/21	140,985	3140J86X6	FN BM4485	3.00%	9/1/30	352.46		
2/1/21	2/25/21	94,448	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	196.77		
2/1/21	2/25/21	61,192	3138ETXC5	FN AL8774	3.00%	3/1/29	152.98		
2/1/21	2/25/21	85,803	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	178.76		
2/1/21	2/25/21	134,728	3140X4TN6	FN FM1456	2.50%	9/1/28	280.68		
2/1/21	2/25/21	84,157	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	140.26		
2/1/21	2/25/21	53,637	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	93.51		
2/1/21	2/25/21	71,768	3131XBNF2	FR ZK7590	3.00%	1/1/29	179.42		
2/1/21	2/25/21	105,819	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	220.46		
2/2/21	2/2/21	0	MONEY0002	MONEY MARKET FUND			1.14		
2/9/21	2/9/21	40,000	69371RP42	PACCAR FINANCIAL CORP BONDS	3.15%	8/9/21	630.00		
2/11/21	2/11/21	30,000	166756AJ5	CHEVRON USA INC CORPORATE NOTES	0.42%	8/11/23	63.55		
2/15/21	2/15/21	46,557	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	112.90		
2/15/21	2/15/21	33,106	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	88.01		
2/15/21	2/15/21	50,000	65480EAD3	NALT 2020-B A3	0.43%	10/16/23	17.92		
2/15/21	2/15/21	75,000	65479CAD0	NAROT 2020-B A3	0.55%	7/15/24	34.38		
2/15/21	2/15/21	73,024	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	152.74		
2/15/21	2/15/21	24,629	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	59.52		
2/15/21	2/15/21	66,494	44933AAC1	HART 2018-B A3	3.20%	12/15/22	177.32		
2/15/21	2/15/21	31,151	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	71.65		
2/15/21	2/15/21	150,000	02587AAN4	AMXCA 2019-2 A	2.67%	11/15/24	333.75		
2/15/21	2/15/21	100,000	02588QAB4	AMXCA 2019-1 A	2.87%	10/15/24	239.17		
2/15/21	2/15/21	11,011	58769LAC6	MBALT 2018-B A3	3.21%	9/15/21	29.45		
2/15/21	2/15/21	98,258	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	247.28		
2/15/21	2/15/21	25,000	58769EAC2	MBALT 2020-B A3	0.40%	11/15/23	8.33		



## CITY OF PALM BAY CORE 1-3 YEAR INVEST

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
2/15/21	2/15/21	82,937	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	200.43		
2/15/21	2/15/21	39,996	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	100.32		
2/15/21	2/15/21	32,571	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	83.60		
2/15/21	2/15/21	128,846	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	345.74		
2/15/21	2/15/21	92,889	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	235.32		
2/15/21	2/15/21	41,539	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	104.89		
2/15/21	2/15/21	133,180	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	338.50		
2/15/21	2/15/21	61,514	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	149.17		
2/15/21	2/15/21	88,648	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	196.50		
2/15/21	2/15/21	150,000	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	215.00		
2/15/21	2/15/21	72,535	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	189.20		
2/15/21	2/15/21	60,000	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/25	25.00		
2/15/21	2/15/21	51,352	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	130.95		
2/15/21	2/15/21	110,605	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	293.10		
2/15/21	2/15/21	40,000	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/25	6.80		
2/15/21	2/15/21	51,017	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	127.54		
2/15/21	2/15/21	75,000	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.88		
2/15/21	2/15/21	75,000	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/24	118.13		
2/15/21	2/15/21	24,771	58772TAC4	MBALT 2019-A A3	3.10%	11/15/21	63.99		
2/15/21	2/15/21	94,363	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	248.49		
2/15/21	2/15/21	45,403	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	118.43		
2/15/21	2/15/21	75,000	254683CK9	DCENT 2019-A1	3.04%	7/15/24	190.00		
2/15/21	2/15/21	40,000	47787NAC3	JDOT 2020-B A3	0.51%	11/15/24	17.00		
2/15/21	2/15/21	35,000	44933FAC0	HART 2020-B A3	0.48%	12/16/24	14.00		
2/15/21	2/15/21	35,000	14315FAD9	CARMX 2020-3 A3	0.62%	3/17/25	18.08		
2/16/21	2/16/21	100,000	362590AC5	GMCCAR 2020-3 A3	0.45%	4/16/25	37.50		
2/16/21	2/16/21	102,079	38013FAD3	GMCCAR 2018-4 A3	3.21%	10/16/23	273.06		
2/16/21	2/16/21	100,000	36258NAC6	GMCCAR 2020-1 A3	1.84%	9/16/24	153.33		
2/16/21	2/16/21	37,807	36255JAD6	GMCCAR 2018-3 A3	3.02%	5/16/23	95.15		
2/18/21	2/18/21	125,000	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/24	38.54		

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Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
2/19/21	2/19/21	120,000	438516CC8	HONEYWELL INTERNATIONAL CORPORATE NOTES	0.48%	8/19/22	289.80		
2/20/21	2/20/21	40,000	362569AC9	GMALT 2020-3 A3	0.45%	8/21/23	15.00		
2/20/21	2/20/21	65,000	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	100.21		
2/20/21	2/20/21	89,665	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	242.84		
2/20/21	2/20/21	11,697	36256UAD0	GMALT 2019-1 A3	2.98%	12/20/21	29.05		
2/20/21	2/20/21	14,999	05586VAC6	BMW VEHICLE LEASE TRUST	2.84%	11/22/21	35.50		
2/20/21	2/20/21	60,000	92290BAA9	VZOT 2020-B A	0.47%	2/20/25	23.50		
2/21/21	2/21/21	29,994	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	73.74		
2/24/21	2/24/21	475,000	3137EAEV7	FREDDIE MAC NOTES	0.25%	8/24/23	603.65		
2/25/21	2/25/21	50,000	09661RAD3	BMWOT 2020-A A3	0.48%	10/25/24	20.00		
3/1/21	3/1/21	25,000	437076BV3	HOME DEPOT INC	3.25%	3/1/22	406.25		
3/1/21	3/1/21	0	MONEY0002	MONEY MARKET FUND			0.74		
3/1/21	3/25/21	88,703	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	92.40		
3/1/21	3/25/21	136,561	3140J86X6	FN BM4485	3.00%	9/1/30	341.40		
3/1/21	3/25/21	100,000	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	192.25		
3/1/21	3/25/21	59,254	3138ETXC5	FN AL8774	3.00%	3/1/29	148.13		
3/1/21	3/25/21	150,000	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	313.75		
3/1/21	3/25/21	51,466	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	125.01		
3/1/21	3/25/21	102,553	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	213.65		
3/1/21	3/25/21	82,915	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	172.74		
3/1/21	3/25/21	142,503	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	269.81		
3/1/21	3/25/21	95,459	3138MFUC9	FN AQ0578	2.50%	11/1/27	198.87		
3/1/21	3/25/21	13,662	3137FKK39	FHMS KP05 A	3.20%	7/1/23	36.47		
3/1/21	3/25/21	92,471	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	192.65		
3/1/21	3/25/21	175,000	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	343.44		
3/1/21	3/25/21	70,014	3131XBNF2	FR ZK7590	3.00%	1/1/29	175.04		
3/1/21	3/25/21	81,910	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	136.52		
3/1/21	3/25/21	175,000	3137AYCE9	FHLMC MULTIFAMILY STRUCTURED P	2.68%	10/1/22	391.13		
3/1/21	3/25/21	53,540	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	93.34		
3/1/21	3/25/21	47,363	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	93.33		

## CITY OF PALM BAY CORE 1-3 YEAR INVEST

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Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
3/1/21	3/25/21	130,834	3140X4TN6	FN FM1456	2.50%	9/1/28	272.57		
3/8/21	3/8/21	760,000	3137EAEW5	FREDDIE MAC NOTES	0.25%	9/8/23	971.11		
3/14/21	3/14/21	75,000	14913R2F3	CATERPILLAR FINL SERVICE CORPORATE NOTES	0.45%	9/14/23	168.75		
3/15/21	3/15/21	66,679	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	173.92		
3/15/21	3/15/21	37,616	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	94.35		
3/15/21	3/15/21	118,822	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	318.84		
3/15/21	3/15/21	101,114	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	267.95		
3/15/21	3/15/21	81,658	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	181.01		
3/15/21	3/15/21	30,890	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	82.12		
3/15/21	3/15/21	67,861	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	141.94		
3/15/21	3/15/21	75,000	41284NAC4	HDMOT 2021-A A3	0.37%	4/15/26	20.81		
3/15/21	3/15/21	150,000	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	215.00		
3/15/21	3/15/21	190,000	64990FYV0	NY ST DORM AUTH PITS TXBL REV BONDS	0.55%	3/15/22	435.42		
3/15/21	3/15/21	165,000	650036DS2	NY ST URBAN DEV CORP TXBL REV BONDS	0.62%	3/15/24	233.02		
3/15/21	3/15/21	35,000	44933FAC0	HART 2020-B A3	0.48%	12/16/24	14.00		
3/15/21	3/15/21	50,000	65480EAD3	NALT 2020-B A3	0.43%	10/16/23	17.92		
3/15/21	3/15/21	46,696	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	119.07		
3/15/21	3/15/21	59,202	44933AAC1	HART 2018-B A3	3.20%	12/15/22	157.87		
3/15/21	3/15/21	18,356	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	44.36		
3/15/21	3/15/21	43,985	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	109.96		
3/15/21	3/15/21	75,000	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/24	118.13		
3/15/21	3/15/21	36,523	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	92.22		
3/15/21	3/15/21	54,301	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	131.68		
3/15/21	3/15/21	75,000	65479CAD0	NAROT 2020-B A3	0.55%	7/15/24	34.38		
3/15/21	3/15/21	77,178	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	186.51		
3/15/21	3/15/21	150,000	02587AAN4	AMXCA 2019-2 A	2.67%	11/15/24	333.75		
3/15/21	3/15/21	42,971	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	104.20		
3/15/21	3/15/21	25,655	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	65.85		
3/15/21	3/15/21	75,000	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.88		
3/15/21	3/15/21	25,000	58769EAC2	MBALT 2020-B A3	0.40%	11/15/23	8.33		

## CITY OF PALM BAY CORE 1-3 YEAR INVEST

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
3/15/21	3/15/21	41,563	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	108.41		
3/15/21	3/15/21	55,000	650036DR4	NY ST URBAN DEV CORP TXBL REV BONDS	0.48%	3/15/23	60.13		
3/15/21	3/15/21	88,444	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	222.58		
3/15/21	3/15/21	100,000	02588QAB4	AMXCA 2019-1 A	2.87%	10/15/24	239.17		
3/15/21	3/15/21	40,000	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/25	11.33		
3/15/21	3/15/21	75,000	254683CK9	DCENT 2019-A1	3.04%	7/15/24	190.00		
3/15/21	3/15/21	40,000	47787NAC3	JDOT 2020-B A3	0.51%	11/15/24	17.00		
3/15/21	3/15/21	25,198	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	57.96		
3/15/21	3/15/21	60,000	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/25	25.00		
3/15/21	3/15/21	86,938	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	220.24		
3/15/21	3/15/21	35,000	14315FAD9	CARMX 2020-3 A3	0.62%	3/17/25	18.08		
3/15/21	3/15/21	124,737	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	317.04		
3/15/21	3/15/21	85,763	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	225.84		
3/15/21	3/15/21	17,532	58772TAC4	MBALT 2019-A A3	3.10%	11/15/21	45.29		
3/16/21	3/16/21	34,245	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	86.18		
3/16/21	3/16/21	94,128	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	251.79		
3/16/21	3/16/21	100,000	46647PBS4	JPMORGAN CHASE & CO CORPORATE NOTES	0.65%	9/16/24	326.50		
3/16/21	3/16/21	100,000	36258NAC6	GMCAR 2020-1 A3	1.84%	9/16/24	153.33		
3/16/21	3/16/21	100,000	362590AC5	GMCAR 2020-3 A3	0.45%	4/16/25	37.50		
3/18/21	3/18/21	125,000	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/24	38.54		
3/20/21	3/20/21	81,536	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	220.83		
3/20/21	3/20/21	9,645	05586VAC6	BMW VEHICLE LEASE TRUST	2.84%	11/22/21	22.83		
3/20/21	3/20/21	40,000	362569AC9	GMALT 2020-3 A3	0.45%	8/21/23	15.00		
3/20/21	3/20/21	60,000	92290BAA9	VZOT 2020-B A	0.47%	2/20/25	23.50		
3/20/21	3/20/21	6,329	36256UAD0	GMALT 2019-1 A3	2.98%	12/20/21	15.72		
3/20/21	3/20/21	65,000	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	100.21		
3/21/21	3/21/21	26,137	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	64.25		
3/25/21	3/25/21	50,000	09661RAD3	BMWOT 2020-A A3	0.48%	10/25/24	20.00		
3/26/21	3/26/21	60,000	69371RQ33	PACCAR FINANCIAL CORP	2.00%	9/26/22	600.00		
3/30/21	3/30/21	125,000	89236TGW9	TOYOTA MOTOR CREDIT CORP CORPORATE NOTES	2.90%	3/30/23	1,812.50		

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Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
3/31/21	3/31/21	750,000	912828Q29	US TREASURY NOTES	1.50%	3/31/23	5,625.00		
<b>Total INTEREST</b>		<b>24,739,054</b>					<b>87,322.46</b>		
<b>MATURITY</b>									
3/22/21	3/22/21	180,000	904764AZ0	UNILEVER CAPITAL CORP NOTES	2.75%	3/22/21	182,475.00		0.00
<b>Total MATURITY</b>		<b>180,000</b>					<b>182,475.00</b>		<b>0.00</b>
<b>PAYDOWNS</b>									
1/1/21	1/25/21	2,119	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	2,119.33		0.00
1/1/21	1/25/21	18	3137FKK39	FHMS KP05 A	3.20%	7/1/23	18.47		0.00
1/1/21	1/25/21	4,091	3140X4TN6	FN FM1456	2.50%	9/1/28	4,091.43		0.00
1/1/21	1/25/21	2,436	3138MLV1	FANNIE MAE POOL	2.50%	1/1/28	2,436.27		0.00
1/1/21	1/25/21	299	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	298.79		0.00
1/1/21	1/25/21	97	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	96.91		0.00
1/1/21	1/25/21	1,655	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	1,655.24		0.00
1/1/21	1/25/21	3,116	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	3,116.01		0.00
1/1/21	1/25/21	4,293	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	4,292.94		0.00
1/1/21	1/25/21	3,141	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	3,141.46		0.00
1/1/21	1/25/21	3,606	3140J86X6	FN BM4485	3.00%	9/1/30	3,605.58		0.00
1/1/21	1/25/21	3,130	3138ETXC5	FN AL8774	3.00%	3/1/29	3,130.17		0.00
1/1/21	1/25/21	2,233	3138MFUC9	FN AQ0578	2.50%	11/1/27	2,232.94		0.00
1/1/21	1/25/21	2,411	3131XBNF2	FR ZK7590	3.00%	1/1/29	2,410.53		0.00
1/1/21	1/25/21	375	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	374.72		0.00
1/15/21	1/15/21	10,832	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	10,831.77		0.00
1/15/21	1/15/21	3,682	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	3,682.04		0.00
1/15/21	1/15/21	6,857	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	6,857.00		0.00

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Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
1/15/21	1/15/21	12,582	58769LAC6	MBALT 2018-B A3	3.21%	9/15/21	12,582.38		0.00
1/15/21	1/15/21	7,123	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	7,123.36		0.00
1/15/21	1/15/21	5,486	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	5,485.76		0.00
1/15/21	1/15/21	4,859	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	4,858.65		0.00
1/15/21	1/15/21	6,281	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	6,281.23		0.00
1/15/21	1/15/21	6,044	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	6,043.76		0.00
1/15/21	1/15/21	1,976	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	1,975.74		0.00
1/15/21	1/15/21	8,235	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	8,235.40		0.00
1/15/21	1/15/21	3,703	65478BAD3	NISSAN AUTO LEASE TRUST	3.25%	9/15/21	3,702.96		0.00
1/15/21	1/15/21	5,471	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	5,471.00		0.00
1/15/21	1/15/21	6,029	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	6,028.52		0.00
1/15/21	1/15/21	1,967	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	1,967.46		0.00
1/15/21	1/15/21	4,506	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	4,506.34		0.00
1/15/21	1/15/21	9,378	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	9,377.97		0.00
1/15/21	1/15/21	7,356	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	7,356.33		0.00
1/15/21	1/15/21	7,552	44933AAC1	HART 2018-B A3	3.20%	12/15/22	7,551.62		0.00
1/15/21	1/15/21	2,245	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	2,244.86		0.00
1/15/21	1/15/21	4,842	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	4,841.78		0.00
1/15/21	1/15/21	7,438	58772TAC4	MBALT 2019-A A3	3.10%	11/15/21	7,438.42		0.00
1/15/21	1/15/21	10,506	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	10,505.93		0.00
1/15/21	1/15/21	10,153	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	10,152.96		0.00
1/15/21	1/15/21	4,925	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	4,924.80		0.00
1/15/21	1/15/21	3,866	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	3,866.25		0.00
1/16/21	1/16/21	3,796	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	3,795.93		0.00
1/16/21	1/16/21	8,253	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	8,253.08		0.00
1/20/21	1/20/21	8,801	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	8,801.13		0.00
1/20/21	1/20/21	6,732	05586VAC6	BMW VEHICLE LEASE TRUST	2.84%	11/22/21	6,731.99		0.00
1/20/21	1/20/21	4,695	36256UAD0	GMALT 2019-1 A3	2.98%	12/20/21	4,695.05		0.00
1/21/21	1/21/21	3,853	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	3,852.85		0.00
2/1/21	2/25/21	97	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	97.35		0.00

## CITY OF PALM BAY CORE 1-3 YEAR INVEST

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
2/1/21	2/25/21	2,247	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	2,247.27		0.00
2/1/21	2/25/21	1,938	3138ETXC5	FN AL8774	3.00%	3/1/29	1,938.08		0.00
2/1/21	2/25/21	3,894	3140X4TN6	FN FM1456	2.50%	9/1/28	3,893.78		0.00
2/1/21	2/25/21	4,424	3140J86X6	FN BM4485	3.00%	9/1/30	4,424.09		0.00
2/1/21	2/25/21	376	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	376.10		0.00
2/1/21	2/25/21	2,522	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	2,522.12		0.00
2/1/21	2/25/21	2,594	3138MFUC9	FN AQ0578	2.50%	11/1/27	2,594.00		0.00
2/1/21	2/25/21	100	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	100.45		0.00
2/1/21	2/25/21	19	3137FKK39	FHMS KP05 A	3.20%	7/1/23	18.57		0.00
2/1/21	2/25/21	1,976	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	1,976.33		0.00
2/1/21	2/25/21	2,889	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	2,888.74		0.00
2/1/21	2/25/21	108	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	107.68		0.00
2/1/21	2/25/21	1,754	3131XBNF2	FR ZK7590	3.00%	1/1/29	1,754.34		0.00
2/1/21	2/25/21	3,266	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	3,265.80		0.00
2/15/21	2/15/21	5,856	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	5,856.46		0.00
2/15/21	2/15/21	10,023	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	10,023.23		0.00
2/15/21	2/15/21	4,656	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	4,656.37		0.00
2/15/21	2/15/21	7,213	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	7,212.67		0.00
2/15/21	2/15/21	9,491	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	9,491.41		0.00
2/15/21	2/15/21	5,759	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	5,759.36		0.00
2/15/21	2/15/21	2,380	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	2,379.89		0.00
2/15/21	2/15/21	5,164	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	5,163.58		0.00
2/15/21	2/15/21	5,016	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	5,015.99		0.00
2/15/21	2/15/21	6,273	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	6,273.37		0.00
2/15/21	2/15/21	2,216	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	2,215.58		0.00
2/15/21	2/15/21	5,952	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	5,952.35		0.00
2/15/21	2/15/21	6,990	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	6,990.46		0.00
2/15/21	2/15/21	5,950	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	5,950.35		0.00
2/15/21	2/15/21	3,840	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	3,839.97		0.00
2/15/21	2/15/21	8,443	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	8,443.13		0.00

## CITY OF PALM BAY CORE 1-3 YEAR INVEST

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
2/15/21	2/15/21	7,239	58772TAC4	MBALT 2019-A A3	3.10%	11/15/21	7,238.90		0.00
2/15/21	2/15/21	3,586	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	3,585.94		0.00
2/15/21	2/15/21	9,813	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	9,813.49		0.00
2/15/21	2/15/21	7,291	44933AAC1	HART 2018-B A3	3.20%	12/15/22	7,291.47		0.00
2/15/21	2/15/21	7,033	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	7,032.62		0.00
2/15/21	2/15/21	11,011	58769LAC6	MBALT 2018-B A3	3.21%	9/15/21	11,010.64		0.00
2/15/21	2/15/21	8,600	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	8,600.19		0.00
2/15/21	2/15/21	6,917	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	6,916.68		0.00
2/16/21	2/16/21	3,562	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	3,562.02		0.00
2/16/21	2/16/21	7,951	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	7,950.54		0.00
2/20/21	2/20/21	8,129	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	8,129.03		0.00
2/20/21	2/20/21	5,367	36256UAD0	GMALT 2019-1 A3	2.98%	12/20/21	5,367.44		0.00
2/20/21	2/20/21	5,354	05586VAC6	BMW VEHICLE LEASE TRUST	2.84%	11/22/21	5,354.03		0.00
2/21/21	2/21/21	3,857	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	3,857.07		0.00
3/1/21	3/25/21	2,012	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	2,011.51		0.00
3/1/21	3/25/21	2,368	3138MFUC9	FN AQ0578	2.50%	11/1/27	2,367.79		0.00
3/1/21	3/25/21	3,552	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	3,551.87		0.00
3/1/21	3/25/21	2,024	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	2,024.40		0.00
3/1/21	3/25/21	116	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	116.46		0.00
3/1/21	3/25/21	1,618	3131XBNF2	FR ZK7590	3.00%	1/1/29	1,618.19		0.00
3/1/21	3/25/21	440	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	439.72		0.00
3/1/21	3/25/21	3,996	3140X4TN6	FN FM1456	2.50%	9/1/28	3,995.69		0.00
3/1/21	3/25/21	3,480	3140J86X6	FN BM4485	3.00%	9/1/30	3,480.47		0.00
3/1/21	3/25/21	21	3137FKK39	FHMS KP05 A	3.20%	7/1/23	20.90		0.00
3/1/21	3/25/21	2,157	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	2,157.24		0.00
3/1/21	3/25/21	136	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	135.72		0.00
3/1/21	3/25/21	3,098	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	3,098.18		0.00
3/1/21	3/25/21	2,676	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	2,675.73		0.00
3/1/21	3/25/21	1,980	3138ETXC5	FN AL8774	3.00%	3/1/29	1,980.22		0.00
3/15/21	3/15/21	3,894	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	3,893.53		0.00



## CITY OF PALM BAY CORE 1-3 YEAR INVEST

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
3/15/21	3/15/21	5,153	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	5,153.21		0.00
3/15/21	3/15/21	1,785	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	1,785.09		0.00
3/15/21	3/15/21	5,705	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	5,705.15		0.00
3/15/21	3/15/21	6,471	44933AAC1	HART 2018-B A3	3.20%	12/15/22	6,470.88		0.00
3/15/21	3/15/21	8,727	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	8,726.77		0.00
3/15/21	3/15/21	8,906	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	8,905.78		0.00
3/15/21	3/15/21	5,460	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	5,459.96		0.00
3/15/21	3/15/21	3,552	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	3,551.77		0.00
3/15/21	3/15/21	3,151	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	3,151.01		0.00
3/15/21	3/15/21	5,272	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	5,272.13		0.00
3/15/21	3/15/21	8,297	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	8,296.50		0.00
3/15/21	3/15/21	3,865	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	3,865.37		0.00
3/15/21	3/15/21	5,222	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	5,222.30		0.00
3/15/21	3/15/21	4,432	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	4,432.17		0.00
3/15/21	3/15/21	6,976	58772TAC4	MBALT 2019-A A3	3.10%	11/15/21	6,975.97		0.00
3/15/21	3/15/21	8,513	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	8,512.57		0.00
3/15/21	3/15/21	6,399	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	6,398.54		0.00
3/15/21	3/15/21	7,661	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	7,660.99		0.00
3/15/21	3/15/21	1,634	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	1,634.12		0.00
3/15/21	3/15/21	3,970	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	3,969.88		0.00
3/15/21	3/15/21	6,205	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	6,204.63		0.00
3/15/21	3/15/21	4,612	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	4,612.32		0.00
3/16/21	3/16/21	3,142	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	3,141.78		0.00
3/16/21	3/16/21	7,232	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	7,231.69		0.00
3/20/21	3/20/21	7,659	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	7,658.80		0.00
3/20/21	3/20/21	5,198	05586VAC6	BMW VEHICLE LEASE TRUST	2.84%	11/22/21	5,198.48		0.00
3/20/21	3/20/21	4,610	36256UAD0	GMALT 2019-1 A3	2.98%	12/20/21	4,610.44		0.00
3/21/21	3/21/21	3,310	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	3,310.44		0.00
Total PAYDOWNS		638,870					638,870.40		0.00

## CITY OF PALM BAY CORE 1-3 YEAR INVEST

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
<b>SELL</b>									
1/8/21	1/11/21	155,000	912828H86	US TREASURY NOTES	1.50%	1/31/22	158,330.87		2,233.30
1/11/21	1/12/21	30,000	912828H86	US TREASURY NOTES	1.50%	1/31/22	30,649.43		435.80
1/21/21	1/25/21	175,000	61746BEA0	MORGAN STANLEY CORP NOTES	2.50%	4/21/21	177,083.86		1,320.25
2/1/21	2/3/21	175,000	949746SA0	WELLS FARGO & CO CORP NOTES	2.10%	7/26/21	176,658.71		2,669.47
2/1/21	2/3/21	140,000	931142EJ8	WAL-MART STORES INC CORP NOTES	3.12%	6/23/21	142,108.71		1,623.50
2/1/21	2/3/21	50,000	14913Q2N8	CATERPILLAR FINANCIAL SERVICES CORP CORP	3.15%	9/7/21	51,507.75		876.59
2/1/21	2/3/21	100,000	025816BU2	AMERICAN EXPRESS CO (CALLED, OMD 05/17/2	3.37%	4/16/21	101,352.50		641.60
2/1/21	2/3/21	175,000	06406HBY4	BONY MELLON GLOBAL NOTES (CALLABLE)	3.55%	9/23/21	180,477.40		2,867.68
2/4/21	2/8/21	50,000	63743HET5	NATIONAL RURAL UTIL COOP CORP NOTE	1.75%	1/21/22	50,803.90		769.32
2/16/21	2/16/21	20,000	912828H86	US TREASURY NOTES	1.50%	1/31/22	20,289.04		268.60
3/1/21	3/3/21	75,000	912828H86	US TREASURY NOTES	1.50%	1/31/22	76,069.00		946.87
3/1/21	3/3/21	50,000	63743HET5	NATIONAL RURAL UTIL COOP CORP NOTE	1.75%	1/21/22	50,800.17		703.41
3/1/21	3/3/21	40,000	69371RP42	PACCAR FINANCIAL CORP BONDS	3.15%	8/9/21	40,593.20		511.00
3/1/21	3/3/21	100,000	30231GAJ1	EXXON MOBIL CORP (CALLABLE) NOTE	2.39%	3/6/22	102,983.53		2,740.72
3/1/21	3/3/21	25,000	30231GAJ1	EXXON MOBIL CORP (CALLABLE) NOTE	2.39%	3/6/22	25,745.88		688.18
3/3/21	3/4/21	80,000	912828XR6	US TREASURY NOTES	1.75%	5/31/22	81,995.92		1,637.02
3/9/21	3/10/21	85,000	912828XR6	US TREASURY NOTES	1.75%	5/31/22	87,111.97		1,706.09
3/12/21	3/15/21	75,000	912828XR6	US TREASURY NOTES	1.75%	5/31/22	76,872.75		1,496.56
3/12/21	3/15/21	25,000	437076BV3	HOME DEPOT INC	3.25%	3/1/22	25,754.85		743.61
3/15/21	3/16/21	125,000	045167ET6	ASIAN DEVELOPMENT BANK SUPRANATL	0.62%	4/7/22	125,940.05		655.30
3/17/21	3/18/21	100,000	045167ET6	ASIAN DEVELOPMENT BANK SUPRANATL	0.62%	4/7/22	100,725.51		493.99
<b>Total SELL</b>		<b>1,850,000</b>					<b>1,883,855.00</b>		<b>26,028.86</b>

## Quarterly Portfolio Transactions

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	1/1/21	1/1/21	65,000.00	341271AD6	FL ST BOARD OF ADMIN TXBL REV BONDS	1.25%	7/1/25	238.50		
INTEREST	1/1/21	1/1/21	20,000.00	20772KJV2	CT ST TXBL GO BONDS	2.00%	7/1/23	222.22		
INTEREST	1/1/21	1/1/21	50,000.00	13017HAJ5	CA ST EARTHQUAKE AUTH TXBL REV BONDS	1.32%	7/1/22	68.19		
INTEREST	1/1/21	1/25/21	100,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	192.25		
INTEREST	1/1/21	1/25/21	175,000.00	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	343.44		
INTEREST	1/1/21	1/25/21	143,253.62	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	271.23		
INTEREST	1/1/21	1/25/21	90,096.29	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	187.70		
INTEREST	1/1/21	1/25/21	51,872.49	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	100.61		
INTEREST	1/1/21	1/25/21	13,699.19	3137FKK39	FHMS KP05 A	3.20%	7/1/23	36.57		
INTEREST	1/1/21	1/25/21	49,118.38	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	110.58		
INTEREST	1/1/21	1/25/21	86,276.61	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	143.79		
INTEREST	1/1/21	1/25/21	150,000.00	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	313.75		
INTEREST	1/1/21	1/25/21	175,000.00	3137AYCE9	FHLMC MULTIFAMILY STRUCTURED P	2.68%	10/1/22	391.13		
INTEREST	1/1/21	1/25/21	53,734.11	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	93.68		
INTEREST	1/1/21	1/25/21	108,960.41	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	227.00		
INTEREST	1/1/21	1/25/21	96,883.99	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	201.84		
INTEREST	1/1/21	1/25/21	138,819.63	3140X4TN6	FN FM1456	2.50%	9/1/28	289.21		
INTEREST	1/1/21	1/25/21	94,341.52	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	98.27		
INTEREST	1/1/21	1/25/21	64,322.23	3138ETXC5	FN AL8774	3.00%	3/1/29	160.81		
INTEREST	1/1/21	1/25/21	74,178.97	3131XBNF2	FR ZK7590	3.00%	1/1/29	185.45		

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Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	1/1/21	1/25/21	144,590.33	3140J86X6	FN BM4485	3.00%	9/1/30	361.48		
INTEREST	1/1/21	1/25/21	100,285.47	3138MFUC9	FN AQ0578	2.50%	11/1/27	208.93		
PAYDOWNS	1/1/21	1/25/21	2,119.33	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	2,119.33		0.00
PAYDOWNS	1/1/21	1/25/21	18.47	3137FKK39	FHMS KP05 A	3.20%	7/1/23	18.47		0.00
PAYDOWNS	1/1/21	1/25/21	4,091.43	3140X4TN6	FN FM1456	2.50%	9/1/28	4,091.43		0.00
PAYDOWNS	1/1/21	1/25/21	2,436.27	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	2,436.27		0.00
PAYDOWNS	1/1/21	1/25/21	298.79	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	298.79		0.00
PAYDOWNS	1/1/21	1/25/21	96.91	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	96.91		0.00
PAYDOWNS	1/1/21	1/25/21	1,655.24	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	1,655.24		0.00
PAYDOWNS	1/1/21	1/25/21	3,116.01	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	3,116.01		0.00
PAYDOWNS	1/1/21	1/25/21	4,292.94	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	4,292.94		0.00
PAYDOWNS	1/1/21	1/25/21	3,141.46	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	3,141.46		0.00
PAYDOWNS	1/1/21	1/25/21	3,605.58	3140J86X6	FN BM4485	3.00%	9/1/30	3,605.58		0.00
PAYDOWNS	1/1/21	1/25/21	3,130.17	3138ETXC5	FN AL8774	3.00%	3/1/29	3,130.17		0.00
PAYDOWNS	1/1/21	1/25/21	2,232.94	3138MFUC9	FN AQ0578	2.50%	11/1/27	2,232.94		0.00
PAYDOWNS	1/1/21	1/25/21	2,410.53	3131XBNF2	FR ZK7590	3.00%	1/1/29	2,410.53		0.00
PAYDOWNS	1/1/21	1/25/21	374.72	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	374.72		0.00
INTEREST	1/4/21	1/4/21	0.00	MONEY0002	MONEY MARKET FUND			0.74		
INTEREST	1/5/21	1/5/21	75,000.00	24422EVH9	JOHN DEERE CAPITAL CORP CORPORATE NOTES	0.70%	7/5/23	307.71		
BUY	1/6/21	1/11/21	200,000.00	91282CBA8	US TREASURY NOTES	0.12%	12/15/23	(199,565.42)	0.20%	
SELL	1/8/21	1/11/21	155,000.00	912828H86	US TREASURY NOTES	1.50%	1/31/22	158,330.87		2,233.30
INTEREST	1/10/21	1/10/21	480,000.00	3135G05G4	FANNIE MAE NOTES	0.25%	7/10/23	600.00		

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Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
SELL	1/11/21	1/12/21	30,000.00	912828H86	US TREASURY NOTES	1.50%	1/31/22	30,649.43		435.80
INTEREST	1/14/21	1/14/21	230,000.00	045167EV1	ASIAN DEVELOPMENT BANK CORPORATE NOTES	0.25%	7/14/23	287.50		
INTEREST	1/15/21	1/15/21	35,350.67	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	93.97		
INTEREST	1/15/21	1/15/21	3,702.96	65478BAD3	NISSAN AUTO LEASE TRUST	3.25%	9/15/21	10.03		
INTEREST	1/15/21	1/15/21	47,010.39	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	118.70		
INTEREST	1/15/21	1/15/21	75,000.00	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	156.88		
INTEREST	1/15/21	1/15/21	78,578.93	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	204.96		
INTEREST	1/15/21	1/15/21	66,438.47	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	161.11		
INTEREST	1/15/21	1/15/21	23,593.02	58769LAC6	MBALT 2018-B A3	3.21%	9/15/21	63.11		
INTEREST	1/15/21	1/15/21	139,351.54	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	373.93		
INTEREST	1/15/21	1/15/21	37,077.66	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	95.17		
INTEREST	1/15/21	1/15/21	35,000.00	44933FAC0	HART 2020-B A3	0.48%	12/16/24	14.00		
INTEREST	1/15/21	1/15/21	109,089.45	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	274.54		
INTEREST	1/15/21	1/15/21	44,854.67	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	112.51		
INTEREST	1/15/21	1/15/21	49,269.56	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	128.51		
INTEREST	1/15/21	1/15/21	30,114.94	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	72.78		
INTEREST	1/15/21	1/15/21	141,415.48	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	359.43		
INTEREST	1/15/21	1/15/21	75,000.00	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/24	118.13		
INTEREST	1/15/21	1/15/21	75,000.00	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.88		
INTEREST	1/15/21	1/15/21	96,004.31	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	212.81		
INTEREST	1/15/21	1/15/21	60,000.00	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/25	25.00		
INTEREST	1/15/21	1/15/21	150,000.00	02587AAN4	AMXCA 2019-2 A	2.67%	11/15/24	333.75		

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Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	1/15/21	1/15/21	58,140.60	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	145.35		
INTEREST	1/15/21	1/15/21	35,000.00	14315FAD9	CARMX 2020-3 A3	0.62%	3/17/25	18.08		
INTEREST	1/15/21	1/15/21	1,967.46	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	5.23		
INTEREST	1/15/21	1/15/21	25,000.00	58769EAC2	MBALT 2020-B A3	0.40%	11/15/23	8.33		
INTEREST	1/15/21	1/15/21	100,000.00	63743HET5	NATIONAL RURAL UTIL COOP CORP NOTE	1.75%	1/21/22	875.00		
INTEREST	1/15/21	1/15/21	50,000.00	65480EAD3	NALT 2020-B A3	0.43%	10/16/23	17.92		
INTEREST	1/15/21	1/15/21	74,045.26	44933AAC1	HART 2018-B A3	3.20%	12/15/22	197.45		
INTEREST	1/15/21	1/15/21	38,007.79	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	87.42		
INTEREST	1/15/21	1/15/21	103,740.79	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	273.18		
INTEREST	1/15/21	1/15/21	88,965.76	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	215.00		
INTEREST	1/15/21	1/15/21	32,209.75	58772TAC4	MBALT 2019-A A3	3.10%	11/15/21	83.21		
INTEREST	1/15/21	1/15/21	50,238.98	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	121.83		
INTEREST	1/15/21	1/15/21	56,193.80	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	143.29		
INTEREST	1/15/21	1/15/21	40,000.00	47787NAC3	JDOT 2020-B A3	0.51%	11/15/24	17.00		
INTEREST	1/15/21	1/15/21	75,000.00	254683CK9	DCENT 2019-A1	3.04%	7/15/24	190.00		
INTEREST	1/15/21	1/15/21	120,757.92	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	320.01		
INTEREST	1/15/21	1/15/21	100,000.00	02588QAB4	AMXCA 2019-1 A	2.87%	10/15/24	239.17		
INTEREST	1/15/21	1/15/21	150,000.00	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	215.00		
INTEREST	1/15/21	1/15/21	2,000,000.00	912828Z29	US TREASURY NOTES	1.50%	1/15/23	15,000.00		
INTEREST	1/15/21	1/15/21	75,000.00	65479CAD0	NAROT 2020-B A3	0.55%	7/15/24	34.38		
INTEREST	1/15/21	1/15/21	99,169.95	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	251.23		
PAYDOWNS	1/15/21	1/15/21	10,831.77	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	10,831.77		0.00

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Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	1/15/21	1/15/21	3,682.04	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	3,682.04		0.00
PAYDOWNS	1/15/21	1/15/21	6,857.00	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	6,857.00		0.00
PAYDOWNS	1/15/21	1/15/21	12,582.38	58769LAC6	MBALT 2018-B A3	3.21%	9/15/21	12,582.38		0.00
PAYDOWNS	1/15/21	1/15/21	7,123.36	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	7,123.36		0.00
PAYDOWNS	1/15/21	1/15/21	5,485.76	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	5,485.76		0.00
PAYDOWNS	1/15/21	1/15/21	4,858.65	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	4,858.65		0.00
PAYDOWNS	1/15/21	1/15/21	6,281.23	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	6,281.23		0.00
PAYDOWNS	1/15/21	1/15/21	6,043.76	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	6,043.76		0.00
PAYDOWNS	1/15/21	1/15/21	1,975.74	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	1,975.74		0.00
PAYDOWNS	1/15/21	1/15/21	8,235.40	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	8,235.40		0.00
PAYDOWNS	1/15/21	1/15/21	3,702.96	65478BAD3	NISSAN AUTO LEASE TRUST	3.25%	9/15/21	3,702.96		0.00
PAYDOWNS	1/15/21	1/15/21	5,471.00	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	5,471.00		0.00
PAYDOWNS	1/15/21	1/15/21	6,028.52	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	6,028.52		0.00
PAYDOWNS	1/15/21	1/15/21	1,967.46	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	1,967.46		0.00
PAYDOWNS	1/15/21	1/15/21	4,506.34	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	4,506.34		0.00
PAYDOWNS	1/15/21	1/15/21	9,377.97	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	9,377.97		0.00
PAYDOWNS	1/15/21	1/15/21	7,356.33	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	7,356.33		0.00
PAYDOWNS	1/15/21	1/15/21	7,551.62	44933AAC1	HART 2018-B A3	3.20%	12/15/22	7,551.62		0.00
PAYDOWNS	1/15/21	1/15/21	2,244.86	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	2,244.86		0.00
PAYDOWNS	1/15/21	1/15/21	4,841.78	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	4,841.78		0.00
PAYDOWNS	1/15/21	1/15/21	7,438.42	58772TAC4	MBALT 2019-A A3	3.10%	11/15/21	7,438.42		0.00
PAYDOWNS	1/15/21	1/15/21	10,505.93	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	10,505.93		0.00

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Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	1/15/21	1/15/21	10,152.96	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	10,152.96		0.00
PAYDOWNS	1/15/21	1/15/21	4,924.80	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	4,924.80		0.00
PAYDOWNS	1/15/21	1/15/21	3,866.25	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	3,866.25		0.00
INTEREST	1/16/21	1/16/21	100,000.00	362590AC5	GMCAR 2020-3 A3	0.45%	4/16/25	37.50		
INTEREST	1/16/21	1/16/21	110,331.87	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	295.14		
INTEREST	1/16/21	1/16/21	100,000.00	36258NAC6	GMCAR 2020-1 A3	1.84%	9/16/24	153.33		
INTEREST	1/16/21	1/16/21	41,602.65	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	104.70		
PAYDOWNS	1/16/21	1/16/21	3,795.93	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	3,795.93		0.00
PAYDOWNS	1/16/21	1/16/21	8,253.08	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	8,253.08		0.00
INTEREST	1/18/21	1/18/21	125,000.00	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/24	38.54		
INTEREST	1/20/21	1/20/21	60,000.00	92290BAA9	VZOT 2020-B A	0.47%	2/20/25	23.50		
INTEREST	1/20/21	1/20/21	40,000.00	362569AC9	GMALT 2020-3 A3	0.45%	8/21/23	15.00		
INTEREST	1/20/21	1/20/21	98,466.33	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	266.68		
INTEREST	1/20/21	1/20/21	16,391.77	36256UAD0	GMALT 2019-1 A3	2.98%	12/20/21	40.71		
INTEREST	1/20/21	1/20/21	200,000.00	06051GGE3	BANK OF AMERICA CORP BANK NOTE	3.12%	1/20/23	3,124.00		
INTEREST	1/20/21	1/20/21	21,731.17	05586VAC6	BMW VEHICLE LEASE TRUST	2.84%	11/22/21	51.43		
INTEREST	1/20/21	1/20/21	65,000.00	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	100.21		
PAYDOWNS	1/20/21	1/20/21	8,801.13	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	8,801.13		0.00
PAYDOWNS	1/20/21	1/20/21	6,731.99	05586VAC6	BMW VEHICLE LEASE TRUST	2.84%	11/22/21	6,731.99		0.00
PAYDOWNS	1/20/21	1/20/21	4,695.05	36256UAD0	GMALT 2019-1 A3	2.98%	12/20/21	4,695.05		0.00
BUY	1/20/21	1/25/21	140,000.00	6174468W2	MORGAN STANLEY CORP NOTES (CALLABLE)	0.52%	1/25/24	(140,000.00)	0.53%	
BUY	1/20/21	1/27/21	40,000.00	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/25	(39,992.10)	0.34%	



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Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	1/21/21	1/21/21	33,847.32	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	83.21		
PAYDOWNS	1/21/21	1/21/21	3,852.85	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	3,852.85		0.00
SELL	1/21/21	1/25/21	175,000.00	61746BEA0	MORGAN STANLEY CORP NOTES	2.50%	4/21/21	177,083.86		1,320.25
BUY	1/22/21	2/4/21	55,000.00	646140DM2	NJ TURNPIKE AUTHORITY TXBL REV BONDS	0.63%	1/1/24	(55,000.00)	0.64%	
INTEREST	1/25/21	1/25/21	305,000.00	3137EAET2	FREDDIE MAC NOTES	0.12%	7/25/22	192.75		
INTEREST	1/25/21	1/25/21	50,000.00	09661RAD3	BMWOT 2020-A A3	0.48%	10/25/24	20.00		
INTEREST	1/26/21	1/26/21	175,000.00	949746SA0	WELLS FARGO & CO CORP NOTES	2.10%	7/26/21	1,837.50		
INTEREST	1/27/21	1/27/21	75,000.00	06406RAM9	BANK OF NY MELLON CORP NOTES	1.85%	1/27/23	693.75		
INTEREST	1/31/21	1/31/21	95,000.00	912828H86	US TREASURY NOTES	1.50%	1/31/22	712.50		
INTEREST	1/31/21	1/31/21	2,000,000.00	9128282P4	US TREASURY NOTES	1.87%	7/31/22	18,750.00		
INTEREST	2/1/21	2/1/21	145,000.00	438687KR5	HONOLULU, HI TXBL GO BONDS	1.73%	8/1/22	1,260.78		
INTEREST	2/1/21	2/1/21	30,000.00	00724PAA7	ADOBE INC CORP NOTE	1.70%	2/1/23	255.00		
SELL	2/1/21	2/3/21	175,000.00	949746SA0	WELLS FARGO & CO CORP NOTES	2.10%	7/26/21	176,658.71		2,669.47
SELL	2/1/21	2/3/21	140,000.00	931142EJ8	WAL-MART STORES INC CORP NOTES	3.12%	6/23/21	142,108.71		1,623.50
SELL	2/1/21	2/3/21	50,000.00	14913Q2N8	CATERPILLAR FINANCIAL SERVICES CORP CORP	3.15%	9/7/21	51,507.75		876.59
SELL	2/1/21	2/3/21	100,000.00	025816BU2	AMERICAN EXPRESS CO (CALLED, OMD 05/17/2	3.37%	4/16/21	101,352.50		641.60
SELL	2/1/21	2/3/21	175,000.00	06406HBY4	BONY MELLON GLOBAL NOTES (CALLABLE)	3.55%	9/23/21	180,477.40		2,867.68
BUY	2/1/21	2/8/21	65,000.00	63743HEU2	NATIONAL RURAL UTIL COOP CORPORATE NOTES	0.35%	2/8/24	(64,955.15)	0.37%	
INTEREST	2/1/21	2/25/21	100,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	192.25		
INTEREST	2/1/21	2/25/21	98,052.53	3138MFUC9	FN AQ0578	2.50%	11/1/27	204.28		
INTEREST	2/1/21	2/25/21	13,680.72	3137FKK39	FHMS KP05 A	3.20%	7/1/23	36.52		
INTEREST	2/1/21	2/25/21	175,000.00	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	343.44		

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Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	2/1/21	2/25/21	51,573.70	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	97.99		
INTEREST	2/1/21	2/25/21	91,225.51	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	95.03		
INTEREST	2/1/21	2/25/21	150,000.00	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	313.75		
INTEREST	2/1/21	2/25/21	47,463.14	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	93.53		
INTEREST	2/1/21	2/25/21	142,878.90	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	270.52		
INTEREST	2/1/21	2/25/21	175,000.00	3137AYCE9	FHLMC MULTIFAMILY STRUCTURED P	2.68%	10/1/22	391.13		
INTEREST	2/1/21	2/25/21	140,984.75	3140J86X6	FN BM4485	3.00%	9/1/30	352.46		
INTEREST	2/1/21	2/25/21	94,447.72	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	196.77		
INTEREST	2/1/21	2/25/21	61,192.06	3138ETXC5	FN AL8774	3.00%	3/1/29	152.98		
INTEREST	2/1/21	2/25/21	85,803.35	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	178.76		
INTEREST	2/1/21	2/25/21	134,728.20	3140X4TN6	FN FM1456	2.50%	9/1/28	280.68		
INTEREST	2/1/21	2/25/21	84,157.28	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	140.26		
INTEREST	2/1/21	2/25/21	53,637.20	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	93.51		
INTEREST	2/1/21	2/25/21	71,768.44	3131XBNF2	FR ZK7590	3.00%	1/1/29	179.42		
INTEREST	2/1/21	2/25/21	105,818.95	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	220.46		
PAYDOWNS	2/1/21	2/25/21	97.35	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	97.35		0.00
PAYDOWNS	2/1/21	2/25/21	2,247.27	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	2,247.27		0.00
PAYDOWNS	2/1/21	2/25/21	1,938.08	3138ETXC5	FN AL8774	3.00%	3/1/29	1,938.08		0.00
PAYDOWNS	2/1/21	2/25/21	3,893.78	3140X4TN6	FN FM1456	2.50%	9/1/28	3,893.78		0.00
PAYDOWNS	2/1/21	2/25/21	4,424.09	3140J86X6	FN BM4485	3.00%	9/1/30	4,424.09		0.00
PAYDOWNS	2/1/21	2/25/21	376.10	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	376.10		0.00
PAYDOWNS	2/1/21	2/25/21	2,522.12	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	2,522.12		0.00

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Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	2/1/21	2/25/21	2,594.00	3138MFUC9	FN AQ0578	2.50%	11/1/27	2,594.00		0.00
PAYDOWNS	2/1/21	2/25/21	100.45	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	100.45		0.00
PAYDOWNS	2/1/21	2/25/21	18.57	3137FKK39	FHMS KP05 A	3.20%	7/1/23	18.57		0.00
PAYDOWNS	2/1/21	2/25/21	1,976.33	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	1,976.33		0.00
PAYDOWNS	2/1/21	2/25/21	2,888.74	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	2,888.74		0.00
PAYDOWNS	2/1/21	2/25/21	107.68	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	107.68		0.00
PAYDOWNS	2/1/21	2/25/21	1,754.34	3131XBNF2	FR ZK7590	3.00%	1/1/29	1,754.34		0.00
PAYDOWNS	2/1/21	2/25/21	3,265.80	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	3,265.80		0.00
INTEREST	2/2/21	2/2/21	0.00	MONEY0002	MONEY MARKET FUND			1.14		
BUY	2/2/21	2/3/21	450,000.00	91282CBE0	US TREASURY NOTES	0.12%	1/15/24	(449,326.40)	0.18%	
BUY	2/2/21	2/3/21	400,000.00	91282CBG5	US TREASURY NOTES	0.12%	1/31/23	(400,097.89)	0.11%	
SELL	2/4/21	2/8/21	50,000.00	63743HET5	NATIONAL RURAL UTIL COOP CORP NOTE	1.75%	1/21/22	50,803.90		769.32
INTEREST	2/9/21	2/9/21	40,000.00	69371RP42	PACCAR FINANCIAL CORP BONDS	3.15%	8/9/21	630.00		
BUY	2/9/21	2/16/21	40,000.00	46647PBY1	JPMORGAN CHASE & CO CORP NOTES (CALLABLE	0.56%	2/16/25	(40,000.00)	0.56%	
BUY	2/9/21	2/18/21	75,000.00	41284NAC4	HDMOT 2021-A A3	0.37%	4/15/26	(74,982.31)	0.37%	
INTEREST	2/11/21	2/11/21	30,000.00	166756AJ5	CHEVRON USA INC CORPORATE NOTES	0.42%	8/11/23	63.55		
INTEREST	2/15/21	2/15/21	46,556.94	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	112.90		
INTEREST	2/15/21	2/15/21	33,105.81	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	88.01		
INTEREST	2/15/21	2/15/21	50,000.00	65480EAD3	NALT 2020-B A3	0.43%	10/16/23	17.92		
INTEREST	2/15/21	2/15/21	75,000.00	65479CAD0	NAROT 2020-B A3	0.55%	7/15/24	34.38		
INTEREST	2/15/21	2/15/21	73,024.26	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	152.74		
INTEREST	2/15/21	2/15/21	24,629.18	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	59.52		

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Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	2/15/21	2/15/21	66,493.64	44933AAC1	HART 2018-B A3	3.20%	12/15/22	177.32		
INTEREST	2/15/21	2/15/21	31,150.79	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	71.65		
INTEREST	2/15/21	2/15/21	150,000.00	02587AAN4	AMXCA 2019-2 A	2.67%	11/15/24	333.75		
INTEREST	2/15/21	2/15/21	100,000.00	02588QAB4	AMXCA 2019-1 A	2.87%	10/15/24	239.17		
INTEREST	2/15/21	2/15/21	11,010.64	58769LAC6	MBALT 2018-B A3	3.21%	9/15/21	29.45		
INTEREST	2/15/21	2/15/21	98,257.68	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	247.28		
INTEREST	2/15/21	2/15/21	25,000.00	58769EAC2	MBALT 2020-B A3	0.40%	11/15/23	8.33		
INTEREST	2/15/21	2/15/21	82,937.24	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	200.43		
INTEREST	2/15/21	2/15/21	39,996.02	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	100.32		
INTEREST	2/15/21	2/15/21	32,571.32	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	83.60		
INTEREST	2/15/21	2/15/21	128,845.61	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	345.74		
INTEREST	2/15/21	2/15/21	92,888.72	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	235.32		
INTEREST	2/15/21	2/15/21	41,539.39	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	104.89		
INTEREST	2/15/21	2/15/21	133,180.08	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	338.50		
INTEREST	2/15/21	2/15/21	61,513.67	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	149.17		
INTEREST	2/15/21	2/15/21	88,647.98	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	196.50		
INTEREST	2/15/21	2/15/21	150,000.00	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	215.00		
INTEREST	2/15/21	2/15/21	72,535.17	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	189.20		
INTEREST	2/15/21	2/15/21	60,000.00	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/25	25.00		
INTEREST	2/15/21	2/15/21	51,352.02	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	130.95		
INTEREST	2/15/21	2/15/21	110,604.96	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	293.10		
INTEREST	2/15/21	2/15/21	40,000.00	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/25	6.80		

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Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	2/15/21	2/15/21	51,017.24	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	127.54		
INTEREST	2/15/21	2/15/21	75,000.00	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.88		
INTEREST	2/15/21	2/15/21	75,000.00	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/24	118.13		
INTEREST	2/15/21	2/15/21	24,771.33	58772TAC4	MBALT 2019-A A3	3.10%	11/15/21	63.99		
INTEREST	2/15/21	2/15/21	94,362.82	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	248.49		
INTEREST	2/15/21	2/15/21	45,403.31	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	118.43		
INTEREST	2/15/21	2/15/21	75,000.00	254683CK9	DCENT 2019-A1	3.04%	7/15/24	190.00		
INTEREST	2/15/21	2/15/21	40,000.00	47787NAC3	JDOT 2020-B A3	0.51%	11/15/24	17.00		
INTEREST	2/15/21	2/15/21	35,000.00	44933FAC0	HART 2020-B A3	0.48%	12/16/24	14.00		
INTEREST	2/15/21	2/15/21	35,000.00	14315FAD9	CARMX 2020-3 A3	0.62%	3/17/25	18.08		
PAYDOWNS	2/15/21	2/15/21	5,856.46	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	5,856.46		0.00
PAYDOWNS	2/15/21	2/15/21	10,023.23	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	10,023.23		0.00
PAYDOWNS	2/15/21	2/15/21	4,656.37	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	4,656.37		0.00
PAYDOWNS	2/15/21	2/15/21	7,212.67	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	7,212.67		0.00
PAYDOWNS	2/15/21	2/15/21	9,491.41	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	9,491.41		0.00
PAYDOWNS	2/15/21	2/15/21	5,759.36	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	5,759.36		0.00
PAYDOWNS	2/15/21	2/15/21	2,379.89	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	2,379.89		0.00
PAYDOWNS	2/15/21	2/15/21	5,163.58	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	5,163.58		0.00
PAYDOWNS	2/15/21	2/15/21	5,015.99	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	5,015.99		0.00
PAYDOWNS	2/15/21	2/15/21	6,273.37	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	6,273.37		0.00
PAYDOWNS	2/15/21	2/15/21	2,215.58	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	2,215.58		0.00
PAYDOWNS	2/15/21	2/15/21	5,952.35	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	5,952.35		0.00

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Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	2/15/21	2/15/21	6,990.46	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	6,990.46		0.00
PAYDOWNS	2/15/21	2/15/21	5,950.35	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	5,950.35		0.00
PAYDOWNS	2/15/21	2/15/21	3,839.97	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	3,839.97		0.00
PAYDOWNS	2/15/21	2/15/21	8,443.13	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	8,443.13		0.00
PAYDOWNS	2/15/21	2/15/21	7,238.90	58772TAC4	MBALT 2019-A A3	3.10%	11/15/21	7,238.90		0.00
PAYDOWNS	2/15/21	2/15/21	3,585.94	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	3,585.94		0.00
PAYDOWNS	2/15/21	2/15/21	9,813.49	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	9,813.49		0.00
PAYDOWNS	2/15/21	2/15/21	7,291.47	44933AAC1	HART 2018-B A3	3.20%	12/15/22	7,291.47		0.00
PAYDOWNS	2/15/21	2/15/21	7,032.62	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	7,032.62		0.00
PAYDOWNS	2/15/21	2/15/21	11,010.64	58769LAC6	MBALT 2018-B A3	3.21%	9/15/21	11,010.64		0.00
PAYDOWNS	2/15/21	2/15/21	8,600.19	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	8,600.19		0.00
PAYDOWNS	2/15/21	2/15/21	6,916.68	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	6,916.68		0.00
INTEREST	2/16/21	2/16/21	100,000.00	362590AC5	GMCAR 2020-3 A3	0.45%	4/16/25	37.50		
INTEREST	2/16/21	2/16/21	102,078.79	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	273.06		
INTEREST	2/16/21	2/16/21	100,000.00	36258NAC6	GMCAR 2020-1 A3	1.84%	9/16/24	153.33		
INTEREST	2/16/21	2/16/21	37,806.72	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	95.15		
PAYDOWNS	2/16/21	2/16/21	3,562.02	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	3,562.02		0.00
PAYDOWNS	2/16/21	2/16/21	7,950.54	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	7,950.54		0.00
SELL	2/16/21	2/16/21	20,000.00	912828H86	US TREASURY NOTES	1.50%	1/31/22	20,289.04		268.60
INTEREST	2/18/21	2/18/21	125,000.00	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/24	38.54		
INTEREST	2/19/21	2/19/21	120,000.00	438516CC8	HONEYWELL INTERNATIONAL CORPORATE NOTES	0.48%	8/19/22	289.80		
INTEREST	2/20/21	2/20/21	40,000.00	362569AC9	GMALT 2020-3 A3	0.45%	8/21/23	15.00		

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Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	2/20/21	2/20/21	65,000.00	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	100.21		
INTEREST	2/20/21	2/20/21	89,665.20	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	242.84		
INTEREST	2/20/21	2/20/21	11,696.72	36256UAD0	GMALT 2019-1 A3	2.98%	12/20/21	29.05		
INTEREST	2/20/21	2/20/21	14,999.18	05586VAC6	BMW VEHICLE LEASE TRUST	2.84%	11/22/21	35.50		
INTEREST	2/20/21	2/20/21	60,000.00	92290BAA9	VZOT 2020-B A	0.47%	2/20/25	23.50		
PAYDOWNS	2/20/21	2/20/21	8,129.03	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	8,129.03		0.00
PAYDOWNS	2/20/21	2/20/21	5,367.44	36256UAD0	GMALT 2019-1 A3	2.98%	12/20/21	5,367.44		0.00
PAYDOWNS	2/20/21	2/20/21	5,354.03	05586VAC6	BMW VEHICLE LEASE TRUST	2.84%	11/22/21	5,354.03		0.00
INTEREST	2/21/21	2/21/21	29,994.47	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	73.74		
PAYDOWNS	2/21/21	2/21/21	3,857.07	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	3,857.07		0.00
INTEREST	2/24/21	2/24/21	475,000.00	3137EAEV7	FREDDIE MAC NOTES	0.25%	8/24/23	603.65		
INTEREST	2/25/21	2/25/21	50,000.00	09661RAD3	BMWOT 2020-A A3	0.48%	10/25/24	20.00		
INTEREST	3/1/21	3/1/21	25,000.00	437076BV3	HOME DEPOT INC	3.25%	3/1/22	406.25		
INTEREST	3/1/21	3/1/21	0.00	MONEY0002	MONEY MARKET FUND			0.74		
BUY	3/1/21	3/3/21	450,000.00	91282CBM2	US TREASURY NOTES	0.12%	2/15/24	(448,073.69)	0.27%	
SELL	3/1/21	3/3/21	75,000.00	912828H86	US TREASURY NOTES	1.50%	1/31/22	76,069.00		946.87
SELL	3/1/21	3/3/21	50,000.00	63743HET5	NATIONAL RURAL UTIL COOP CORP NOTE	1.75%	1/21/22	50,800.17		703.41
SELL	3/1/21	3/3/21	40,000.00	69371RP42	PACCAR FINANCIAL CORP BONDS	3.15%	8/9/21	40,593.20		511.00
SELL	3/1/21	3/3/21	100,000.00	30231GAJ1	EXXON MOBIL CORP (CALLABLE) NOTE	2.39%	3/6/22	102,983.53		2,740.72
SELL	3/1/21	3/3/21	25,000.00	30231GAJ1	EXXON MOBIL CORP (CALLABLE) NOTE	2.39%	3/6/22	25,745.88		688.18
BUY	3/1/21	3/4/21	80,000.00	24422EVN6	JOHN DEERE CAPITAL CORP CORPORATE NOTES	0.45%	1/17/24	(79,943.20)	0.47%	
INTEREST	3/1/21	3/25/21	88,703.39	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	92.40		

## CITY OF PALM BAY CORE 1-3 YEAR INVEST

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	3/1/21	3/25/21	136,560.66	3140J86X6	FN BM4485	3.00%	9/1/30	341.40		
INTEREST	3/1/21	3/25/21	100,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	192.25		
INTEREST	3/1/21	3/25/21	59,253.98	3138ETXC5	FN AL8774	3.00%	3/1/29	148.13		
INTEREST	3/1/21	3/25/21	150,000.00	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	313.75		
INTEREST	3/1/21	3/25/21	51,466.02	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	125.01		
INTEREST	3/1/21	3/25/21	102,553.15	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	213.65		
INTEREST	3/1/21	3/25/21	82,914.61	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	172.74		
INTEREST	3/1/21	3/25/21	142,502.80	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	269.81		
INTEREST	3/1/21	3/25/21	95,458.53	3138MFUC9	FN AQ0578	2.50%	11/1/27	198.87		
INTEREST	3/1/21	3/25/21	13,662.15	3137FKK39	FHMS KP05 A	3.20%	7/1/23	36.47		
INTEREST	3/1/21	3/25/21	92,471.39	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	192.65		
INTEREST	3/1/21	3/25/21	175,000.00	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	343.44		
INTEREST	3/1/21	3/25/21	70,014.10	3131XBNF2	FR ZK7590	3.00%	1/1/29	175.04		
INTEREST	3/1/21	3/25/21	81,910.01	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	136.52		
INTEREST	3/1/21	3/25/21	175,000.00	3137AYCE9	FHLMC MULTIFAMILY STRUCTURED P	2.68%	10/1/22	391.13		
INTEREST	3/1/21	3/25/21	53,539.85	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	93.34		
INTEREST	3/1/21	3/25/21	47,362.69	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	93.33		
INTEREST	3/1/21	3/25/21	130,834.42	3140X4TN6	FN FM1456	2.50%	9/1/28	272.57		
PAYDOWNS	3/1/21	3/25/21	2,011.51	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	2,011.51		0.00
PAYDOWNS	3/1/21	3/25/21	2,367.79	3138MFUC9	FN AQ0578	2.50%	11/1/27	2,367.79		0.00
PAYDOWNS	3/1/21	3/25/21	3,551.87	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	3,551.87		0.00
PAYDOWNS	3/1/21	3/25/21	2,024.40	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	2,024.40		0.00



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Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	3/1/21	3/25/21	116.46	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	116.46		0.00
PAYDOWNS	3/1/21	3/25/21	1,618.19	3131XBNF2	FR ZK7590	3.00%	1/1/29	1,618.19		0.00
PAYDOWNS	3/1/21	3/25/21	439.72	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	439.72		0.00
PAYDOWNS	3/1/21	3/25/21	3,995.69	3140X4TN6	FN FM1456	2.50%	9/1/28	3,995.69		0.00
PAYDOWNS	3/1/21	3/25/21	3,480.47	3140J86X6	FN BM4485	3.00%	9/1/30	3,480.47		0.00
PAYDOWNS	3/1/21	3/25/21	20.90	3137FKK39	FHMS KP05 A	3.20%	7/1/23	20.90		0.00
PAYDOWNS	3/1/21	3/25/21	2,157.24	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	2,157.24		0.00
PAYDOWNS	3/1/21	3/25/21	135.72	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	135.72		0.00
PAYDOWNS	3/1/21	3/25/21	3,098.18	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	3,098.18		0.00
PAYDOWNS	3/1/21	3/25/21	2,675.73	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	2,675.73		0.00
PAYDOWNS	3/1/21	3/25/21	1,980.22	3138ETXC5	FN AL8774	3.00%	3/1/29	1,980.22		0.00
BUY	3/2/21	3/10/21	45,000.00	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/24	(44,998.57)	0.29%	
BUY	3/2/21	3/10/21	45,000.00	47788UAC6	JDOT 2021-A A3	0.36%	9/15/25	(44,991.35)	0.36%	
SELL	3/3/21	3/4/21	80,000.00	912828XR6	US TREASURY NOTES	1.75%	5/31/22	81,995.92		1,637.02
INTEREST	3/8/21	3/8/21	760,000.00	3137EAEW5	FREDDIE MAC NOTES	0.25%	9/8/23	971.11		
SELL	3/9/21	3/10/21	85,000.00	912828XR6	US TREASURY NOTES	1.75%	5/31/22	87,111.97		1,706.09
BUY	3/9/21	3/15/21	70,000.00	12598AAC4	CNH 2021-A A3	0.40%	12/15/25	(69,983.63)	0.40%	
BUY	3/9/21	3/16/21	150,000.00	46647PBZ8	JPMORGAN CHASE & CO CORPORATE NOTES	0.69%	3/16/24	(150,000.00)	0.70%	
SELL	3/12/21	3/15/21	75,000.00	912828XR6	US TREASURY NOTES	1.75%	5/31/22	76,872.75		1,496.56
SELL	3/12/21	3/15/21	25,000.00	437076BV3	HOME DEPOT INC	3.25%	3/1/22	25,754.85		743.61
INTEREST	3/14/21	3/14/21	75,000.00	14913R2F3	CATERPILLAR FINL SERVICE CORPORATE NOTES	0.45%	9/14/23	168.75		
INTEREST	3/15/21	3/15/21	66,678.71	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	173.92		

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Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	3/15/21	3/15/21	37,616.13	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	94.35		
INTEREST	3/15/21	3/15/21	118,822.38	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	318.84		
INTEREST	3/15/21	3/15/21	101,113.55	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	267.95		
INTEREST	3/15/21	3/15/21	81,657.52	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	181.01		
INTEREST	3/15/21	3/15/21	30,890.23	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	82.12		
INTEREST	3/15/21	3/15/21	67,860.68	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	141.94		
INTEREST	3/15/21	3/15/21	75,000.00	41284NAC4	HDMOT 2021-A A3	0.37%	4/15/26	20.81		
INTEREST	3/15/21	3/15/21	150,000.00	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	215.00		
INTEREST	3/15/21	3/15/21	190,000.00	64990FYV0	NY ST DORM AUTH PITS TXBL REV BONDS	0.55%	3/15/22	435.42		
INTEREST	3/15/21	3/15/21	165,000.00	650036DS2	NY ST URBAN DEV CORP TXBL REV BONDS	0.62%	3/15/24	233.02		
INTEREST	3/15/21	3/15/21	35,000.00	44933FAC0	HART 2020-B A3	0.48%	12/16/24	14.00		
INTEREST	3/15/21	3/15/21	50,000.00	65480EAD3	NALT 2020-B A3	0.43%	10/16/23	17.92		
INTEREST	3/15/21	3/15/21	46,695.65	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	119.07		
INTEREST	3/15/21	3/15/21	59,202.17	44933AAC1	HART 2018-B A3	3.20%	12/15/22	157.87		
INTEREST	3/15/21	3/15/21	18,355.81	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	44.36		
INTEREST	3/15/21	3/15/21	43,984.62	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	109.96		
INTEREST	3/15/21	3/15/21	75,000.00	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/24	118.13		
INTEREST	3/15/21	3/15/21	36,523.40	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	92.22		
INTEREST	3/15/21	3/15/21	54,301.00	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	131.68		
INTEREST	3/15/21	3/15/21	75,000.00	65479CAD0	NAROT 2020-B A3	0.55%	7/15/24	34.38		
INTEREST	3/15/21	3/15/21	77,177.88	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	186.51		
INTEREST	3/15/21	3/15/21	150,000.00	02587AAN4	AMXCA 2019-2 A	2.67%	11/15/24	333.75		

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Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	3/15/21	3/15/21	42,971.00	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	104.20		
INTEREST	3/15/21	3/15/21	25,654.64	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	65.85		
INTEREST	3/15/21	3/15/21	75,000.00	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.88		
INTEREST	3/15/21	3/15/21	25,000.00	58769EAC2	MBALT 2020-B A3	0.40%	11/15/23	8.33		
INTEREST	3/15/21	3/15/21	41,563.34	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	108.41		
INTEREST	3/15/21	3/15/21	55,000.00	650036DR4	NY ST URBAN DEV CORP TXBL REV BONDS	0.48%	3/15/23	60.13		
INTEREST	3/15/21	3/15/21	88,444.19	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	222.58		
INTEREST	3/15/21	3/15/21	100,000.00	02588QAB4	AMXCA 2019-1 A	2.87%	10/15/24	239.17		
INTEREST	3/15/21	3/15/21	40,000.00	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/25	11.33		
INTEREST	3/15/21	3/15/21	75,000.00	254683CK9	DCENT 2019-A1	3.04%	7/15/24	190.00		
INTEREST	3/15/21	3/15/21	40,000.00	47787NAC3	JDOT 2020-B A3	0.51%	11/15/24	17.00		
INTEREST	3/15/21	3/15/21	25,198.44	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	57.96		
INTEREST	3/15/21	3/15/21	60,000.00	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/25	25.00		
INTEREST	3/15/21	3/15/21	86,938.37	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	220.24		
INTEREST	3/15/21	3/15/21	35,000.00	14315FAD9	CARMX 2020-3 A3	0.62%	3/17/25	18.08		
INTEREST	3/15/21	3/15/21	124,736.95	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	317.04		
INTEREST	3/15/21	3/15/21	85,762.63	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	225.84		
INTEREST	3/15/21	3/15/21	17,532.43	58772TAC4	MBALT 2019-A A3	3.10%	11/15/21	45.29		
PAYDOWNS	3/15/21	3/15/21	3,893.53	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	3,893.53		0.00
PAYDOWNS	3/15/21	3/15/21	5,153.21	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	5,153.21		0.00
PAYDOWNS	3/15/21	3/15/21	1,785.09	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	1,785.09		0.00
PAYDOWNS	3/15/21	3/15/21	5,705.15	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	5,705.15		0.00

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Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	3/15/21	3/15/21	6,470.88	44933AAC1	HART 2018-B A3	3.20%	12/15/22	6,470.88		0.00
PAYDOWNS	3/15/21	3/15/21	8,726.77	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	8,726.77		0.00
PAYDOWNS	3/15/21	3/15/21	8,905.78	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	8,905.78		0.00
PAYDOWNS	3/15/21	3/15/21	5,459.96	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	5,459.96		0.00
PAYDOWNS	3/15/21	3/15/21	3,551.77	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	3,551.77		0.00
PAYDOWNS	3/15/21	3/15/21	3,151.01	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	3,151.01		0.00
PAYDOWNS	3/15/21	3/15/21	5,272.13	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	5,272.13		0.00
PAYDOWNS	3/15/21	3/15/21	8,296.50	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	8,296.50		0.00
PAYDOWNS	3/15/21	3/15/21	3,865.37	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	3,865.37		0.00
PAYDOWNS	3/15/21	3/15/21	5,222.30	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	5,222.30		0.00
PAYDOWNS	3/15/21	3/15/21	4,432.17	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	4,432.17		0.00
PAYDOWNS	3/15/21	3/15/21	6,975.97	58772TAC4	MBALT 2019-A A3	3.10%	11/15/21	6,975.97		0.00
PAYDOWNS	3/15/21	3/15/21	8,512.57	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	8,512.57		0.00
PAYDOWNS	3/15/21	3/15/21	6,398.54	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	6,398.54		0.00
PAYDOWNS	3/15/21	3/15/21	7,660.99	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	7,660.99		0.00
PAYDOWNS	3/15/21	3/15/21	1,634.12	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	1,634.12		0.00
PAYDOWNS	3/15/21	3/15/21	3,969.88	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	3,969.88		0.00
PAYDOWNS	3/15/21	3/15/21	6,204.63	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	6,204.63		0.00
PAYDOWNS	3/15/21	3/15/21	4,612.32	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	4,612.32		0.00
SELL	3/15/21	3/16/21	125,000.00	045167ET6	ASIAN DEVELOPMENT BANK SUPRANATL	0.62%	4/7/22	125,940.05		655.30
INTEREST	3/16/21	3/16/21	34,244.70	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	86.18		
INTEREST	3/16/21	3/16/21	94,128.25	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	251.79		

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Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	3/16/21	3/16/21	100,000.00	46647PBS4	JPMORGAN CHASE & CO CORPORATE NOTES	0.65%	9/16/24	326.50		
INTEREST	3/16/21	3/16/21	100,000.00	36258NAC6	GMCAR 2020-1 A3	1.84%	9/16/24	153.33		
INTEREST	3/16/21	3/16/21	100,000.00	362590AC5	GMCAR 2020-3 A3	0.45%	4/16/25	37.50		
PAYDOWNS	3/16/21	3/16/21	3,141.78	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	3,141.78		0.00
PAYDOWNS	3/16/21	3/16/21	7,231.69	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	7,231.69		0.00
BUY	3/16/21	3/18/21	75,000.00	808513BN4	CHARLES SCHWAB CORP NOTES (CALLABLE)	0.75%	3/18/24	(74,962.50)	0.77%	
SELL	3/17/21	3/18/21	100,000.00	045167ET6	ASIAN DEVELOPMENT BANK SUPRANATL	0.62%	4/7/22	100,725.51		493.99
INTEREST	3/18/21	3/18/21	125,000.00	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/24	38.54		
INTEREST	3/20/21	3/20/21	81,536.17	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	220.83		
INTEREST	3/20/21	3/20/21	9,645.15	05586VAC6	BMW VEHICLE LEASE TRUST	2.84%	11/22/21	22.83		
INTEREST	3/20/21	3/20/21	40,000.00	362569AC9	GMALT 2020-3 A3	0.45%	8/21/23	15.00		
INTEREST	3/20/21	3/20/21	60,000.00	92290BAA9	VZOT 2020-B A	0.47%	2/20/25	23.50		
INTEREST	3/20/21	3/20/21	6,329.28	36256UAD0	GMALT 2019-1 A3	2.98%	12/20/21	15.72		
INTEREST	3/20/21	3/20/21	65,000.00	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	100.21		
PAYDOWNS	3/20/21	3/20/21	7,658.80	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	7,658.80		0.00
PAYDOWNS	3/20/21	3/20/21	5,198.48	05586VAC6	BMW VEHICLE LEASE TRUST	2.84%	11/22/21	5,198.48		0.00
PAYDOWNS	3/20/21	3/20/21	4,610.44	36256UAD0	GMALT 2019-1 A3	2.98%	12/20/21	4,610.44		0.00
INTEREST	3/21/21	3/21/21	26,137.40	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	64.25		
PAYDOWNS	3/21/21	3/21/21	3,310.44	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	3,310.44		0.00
MATURITY	3/22/21	3/22/21	180,000.00	904764AZ0	UNILEVER CAPITAL CORP NOTES	2.75%	3/22/21	182,475.00		0.00
INTEREST	3/25/21	3/25/21	50,000.00	09661RAD3	BMWOT 2020-A A3	0.48%	10/25/24	20.00		
INTEREST	3/26/21	3/26/21	60,000.00	69371RQ33	PACCAR FINANCIAL CORP	2.00%	9/26/22	600.00		

## CITY OF PALM BAY CORE 1-3 YEAR INVEST

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
BUY	3/29/21	3/30/21	100,000.00	91282CBR1	US TREASURY NOTES	0.25%	3/15/24	(99,803.16)	0.32%	
BUY	3/29/21	3/31/21	250,000.00	91282CBU4	US TREASURY NOTES	0.12%	3/31/23	(249,902.34)	0.14%	
INTEREST	3/30/21	3/30/21	125,000.00	89236TGW9	TOYOTA MOTOR CREDIT CORP CORPORATE NOTES	2.90%	3/30/23	1,812.50		
INTEREST	3/31/21	3/31/21	750,000.00	912828Q29	US TREASURY NOTES	1.50%	3/31/23	5,625.00		
<b>TOTALS</b>								<b>65,945.15</b>		<b>26,028.86</b>

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>U.S. Treasury Bond / Note</b>											
US TREASURY NOTES DTD 05/31/2017 1.750% 05/31/2022	912828XR6	1,745,000.00	AA+	Aaa	6/21/2019	6/24/2019	1,744,863.67	1.75	10,235.10	1,744,945.95	1,778,264.06
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	975,000.00	AA+	Aaa	7/1/2019	7/3/2019	978,123.05	1.77	3,030.04	976,350.36	997,851.56
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	1,025,000.00	AA+	Aaa	6/3/2019	6/5/2019	1,025,960.94	1.84	3,185.43	1,025,405.40	1,049,023.44
US TREASURY NOTES DTD 01/15/2020 1.500% 01/15/2023	912828Z29	2,000,000.00	AA+	Aaa	1/9/2020	1/15/2020	1,992,890.63	1.62	6,298.34	1,995,757.73	2,048,125.00
US TREASURY NOTES DTD 01/31/2021 0.125% 01/31/2023	91282CBG5	400,000.00	AA+	Aaa	2/2/2021	2/3/2021	400,093.75	0.11	82.87	400,086.40	399,750.00
US TREASURY NOTES DTD 03/31/2016 1.500% 03/31/2023	912828Q29	750,000.00	AA+	Aaa	3/2/2020	3/4/2020	765,439.45	0.82	30.74	760,031.51	769,921.88
US TREASURY NOTES DTD 03/31/2021 0.125% 03/31/2023	91282CBU4	250,000.00	AA+	Aaa	3/29/2021	3/31/2021	249,902.34	0.14	0.85	249,902.47	249,843.75
US TREASURY NOTES DTD 05/15/2020 0.125% 05/15/2023	912828ZP8	175,000.00	AA+	Aaa	6/3/2020	6/5/2020	174,371.09	0.25	82.79	174,546.76	174,781.25
US TREASURY NOTES DTD 10/15/2020 0.125% 10/15/2023	91282CAP6	350,000.00	AA+	Aaa	10/8/2020	10/15/2020	349,330.08	0.19	201.92	349,432.86	348,851.58
US TREASURY NOTES DTD 11/15/2020 0.250% 11/15/2023	91282CAW1	510,000.00	AA+	Aaa	12/1/2020	12/3/2020	510,378.52	0.22	482.53	510,336.70	509,681.25
US TREASURY NOTES DTD 12/15/2020 0.125% 12/15/2023	91282CBA8	100,000.00	AA+	Aaa	12/30/2020	12/31/2020	99,855.47	0.17	36.74	99,867.66	99,562.50
US TREASURY NOTES DTD 12/15/2020 0.125% 12/15/2023	91282CBA8	200,000.00	AA+	Aaa	1/6/2021	1/11/2021	199,546.88	0.20	73.49	199,580.82	199,125.00
US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	450,000.00	AA+	Aaa	2/2/2021	2/3/2021	449,296.88	0.18	118.09	449,334.13	447,679.71
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	450,000.00	AA+	Aaa	3/1/2021	3/3/2021	448,048.83	0.27	69.92	448,101.27	447,539.04
US TREASURY NOTES DTD 03/15/2021 0.250% 03/15/2024	91282CBR1	100,000.00	AA+	Aaa	3/29/2021	3/30/2021	99,792.97	0.32	11.55	99,793.35	99,734.38
<b>Security Type Sub-Total</b>		<b>9,480,000.00</b>					<b>9,487,894.55</b>	<b>1.18</b>	<b>23,940.40</b>	<b>9,483,473.37</b>	<b>9,619,734.40</b>

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Supra-National Agency Bond / Note</b>											
ASIAN DEVELOPMENT BANK SUPRANATL DTD 04/07/2020 0.625% 04/07/2022	045167ET6	210,000.00	AAA	Aaa	3/31/2020	4/7/2020	209,808.90	0.67	634.38	209,902.88	210,979.02
AFRICAN DEVELOPMENT BANK SUPRANATL DTD 04/03/2020 0.750% 04/03/2023	008281BC0	360,000.00	AAA	Aaa	3/26/2020	4/3/2020	359,499.60	0.80	1,335.00	359,665.49	363,533.04
INTER-AMERICAN DEVEL BK CORPORATE NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	125,000.00	AAA	Aaa	4/17/2020	4/24/2020	124,957.50	0.51	220.49	124,970.42	125,675.00
ASIAN DEVELOPMENT BANK CORPORATE NOTES DTD 07/14/2020 0.250% 07/14/2023	045167EV1	230,000.00	AAA	Aaa	7/7/2020	7/14/2020	229,615.90	0.31	122.99	229,707.45	229,758.50
ASIAN DEVELOPMENT BANK CORPORATE NOTES DTD 10/06/2020 0.250% 10/06/2023	045167EX7	190,000.00	AAA	Aaa	9/29/2020	10/6/2020	189,796.70	0.29	230.90	189,829.56	189,544.19
<b>Security Type Sub-Total</b>		<b>1,115,000.00</b>					<b>1,113,678.60</b>	<b>0.55</b>	<b>2,543.76</b>	<b>1,114,075.80</b>	<b>1,119,489.75</b>
<b>Municipal Bond / Note</b>											
NY ST DORM AUTH PITS TXBL REV BONDS DTD 10/15/2020 0.550% 03/15/2022	64990FYV0	190,000.00	NR	Aa2	10/9/2020	10/15/2020	190,000.00	0.55	46.44	190,000.00	190,178.60
CA ST EARTHQUAKE AUTH TXBL REV BONDS DTD 11/24/2020 1.327% 07/01/2022	13017HAJ5	50,000.00	NR	NR	11/13/2020	11/24/2020	50,000.00	1.33	165.88	50,000.00	50,680.00
HONOLULU, HI TXBL GO BONDS DTD 08/21/2019 1.739% 08/01/2022	438687KR5	145,000.00	NR	Aa1	8/8/2019	8/21/2019	145,000.00	1.74	420.26	145,000.00	148,042.10
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.480% 03/15/2023	650036DR4	55,000.00	AA+	NR	12/16/2020	12/23/2020	55,000.00	0.48	11.73	55,000.00	54,971.40



## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Municipal Bond / Note</b>											
PORT AUTH OF NY/NJ TXBL REV BONDS DTD 07/08/2020 1.086% 07/01/2023	73358W4V3	75,000.00	A+	Aa3	7/7/2020	7/9/2020	75,439.50	0.89	595.04	75,331.95	76,053.00
CT ST TXBL GO BONDS DTD 06/11/2020 2.000% 07/01/2023	20772KJV2	20,000.00	A	Aa3	5/29/2020	6/11/2020	20,119.40	1.80	100.00	20,087.92	20,765.40
PORT AUTH OF NY/NJ TXBL REV BONDS DTD 07/08/2020 1.086% 07/01/2023	73358W4V3	75,000.00	A+	Aa3	7/2/2020	7/8/2020	75,000.00	1.09	595.04	75,000.00	76,053.00
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.638% 01/01/2024	646140DM2	55,000.00	A+	A2	1/22/2021	2/4/2021	55,000.00	0.64	55.56	55,000.00	55,101.20
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.620% 03/15/2024	650036DS2	165,000.00	AA+	NR	12/16/2020	12/23/2020	165,000.00	0.62	45.47	165,000.00	164,401.05
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	65,000.00	AA	Aa3	9/3/2020	9/16/2020	65,000.00	1.26	204.43	65,000.00	65,507.65
<b>Security Type Sub-Total</b>		<b>895,000.00</b>					<b>895,558.90</b>	<b>0.96</b>	<b>2,239.85</b>	<b>895,419.87</b>	<b>901,753.40</b>
<b>Federal Agency Mortgage-Backed Security</b>											
FN AQ0578 DTD 11/01/2012 2.500% 11/01/2027	3138MFUC9	93,090.74	AA+	Aaa	9/27/2019	9/30/2019	94,268.91	2.33	193.94	94,049.95	97,099.20
FANNIE MAE POOL DTD 01/01/2013 2.500% 01/01/2028	3138MRLV1	89,373.21	AA+	Aaa	2/5/2020	2/18/2020	90,965.16	2.25	186.19	90,739.16	93,221.59
FREDDIE MAC POOL DTD 09/01/2018 2.000% 04/01/2028	3131X85Q5	79,752.77	AA+	Aaa	9/26/2019	9/30/2019	79,478.62	2.04	132.92	79,527.08	82,106.11
FN FM1456 DTD 09/01/2019 2.500% 09/01/2028	3140X4TN6	126,838.73	AA+	Aaa	12/10/2019	12/17/2019	128,107.11	2.37	264.25	127,919.31	132,300.37
FR ZK7590 DTD 09/01/2018 3.000% 01/01/2029	3131XBNF2	68,395.91	AA+	Aaa	12/12/2019	12/17/2019	70,084.43	2.69	170.99	69,843.65	72,454.70

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Federal Agency Mortgage-Backed Security</b>											
FANNIE MAE POOL DTD 01/01/2019 2.500% 03/01/2029	3140J94Y4	99,877.42	AA+	Aaa	8/15/2019	8/19/2019	101,469.22	2.31	208.08	101,199.04	104,226.51
FN AL8774 DTD 06/01/2016 3.000% 03/01/2029	3138ETXC5	57,273.76	AA+	Aaa	2/5/2019	2/19/2019	57,434.84	2.97	143.18	57,400.89	60,448.32
FANNIE MAE POOL DTD 11/01/2014 2.500% 11/01/2029	3138Y8UX6	80,890.21	AA+	Aaa	3/7/2019	3/18/2019	79,702.14	2.66	168.52	79,930.20	84,312.27
FN BM4485 DTD 09/01/2018 3.000% 09/01/2030	3140J86X6	133,080.19	AA+	Aaa	1/27/2020	1/31/2020	137,051.80	2.68	332.70	136,614.16	140,624.18
<b>Security Type Sub-Total</b>		<b>828,572.94</b>					<b>838,562.23</b>	<b>2.46</b>	<b>1,800.77</b>	<b>837,223.44</b>	<b>866,793.25</b>
<b>Federal Agency Collateralized Mortgage Obligation</b>											
FHMS K019 A2 DTD 08/01/2012 2.272% 03/01/2022	3137ASNJ9	142,063.08	AA+	Aaa	3/8/2019	3/13/2019	140,187.42	2.74	268.97	141,485.16	143,804.94
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	175,000.00	AA+	Aaa	8/14/2019	8/19/2019	177,132.81	1.92	343.44	175,928.90	178,204.65
FNA 2013-M1 A2 DTD 01/01/2013 2.365% 08/01/2022	3136ABPW7	47,246.23	AA+	Aaa	9/10/2019	9/13/2019	47,609.80	2.09	93.10	47,414.38	47,739.57
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWQH1	100,000.00	AA+	Aaa	9/4/2019	9/9/2019	101,476.56	1.78	192.25	100,680.31	101,974.66
FHLMC MULTIFAMILY STRUCTURED P DTD 02/01/2013 2.682% 10/01/2022	3137AYCE9	175,000.00	AA+	Aaa	6/20/2019	6/25/2019	178,199.22	2.10	391.13	176,468.32	179,888.41
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	150,000.00	AA+	Aaa	8/12/2019	8/15/2019	152,765.63	1.92	313.75	151,363.97	154,216.23
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGQ4	47,914.15	AA+	Aaa	9/4/2019	9/9/2019	48,541.87	1.86	91.04	48,238.39	48,745.24
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	13,641.25	AA+	Aaa	12/7/2018	12/17/2018	13,641.21	3.20	36.41	13,641.23	13,932.73
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FQ3V3	53,404.13	AA+	Aaa	11/20/2019	11/26/2019	53,402.82	2.09	93.10	53,403.20	54,566.60

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Federal Agency Collateralized Mortgage Obligation</b>											
FNR 2012-145 EA DTD 12/01/2012 1.250% 01/01/2028	3136AAZ57	86,691.88	AA+	Aaa	2/7/2020	2/12/2020	85,462.60	1.44	90.30	85,639.31	87,743.20
<b>Security Type Sub-Total</b>		<b>990,960.72</b>					<b>998,419.94</b>	<b>2.04</b>	<b>1,913.49</b>	<b>994,263.17</b>	<b>1,010,816.23</b>
<b>Federal Agency Bond / Note</b>											
FREDDIE MAC NOTES DTD 06/08/2020 0.250% 06/08/2022	3134GVJ66	375,000.00	AA+	Aaa	6/4/2020	6/8/2020	374,820.00	0.27	294.27	374,893.23	375,549.38
FREDDIE MAC NOTES DTD 07/23/2020 0.125% 07/25/2022	3137EAET2	305,000.00	AA+	Aaa	7/21/2020	7/23/2020	304,310.70	0.24	69.90	304,548.00	304,994.51
FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAEQ8	465,000.00	AA+	Aaa	4/17/2020	4/20/2020	463,837.50	0.46	779.84	464,204.83	466,796.30
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	525,000.00	AA+	Aaa	5/5/2020	5/7/2020	524,779.50	0.39	798.44	524,845.87	526,959.30
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	640,000.00	AA+	Aaa	5/20/2020	5/22/2020	638,073.60	0.35	573.33	638,626.01	640,733.44
FEDERAL HOME LOAN BANKS NOTES DTD 05/09/2013 2.125% 06/09/2023	3133834G3	100,000.00	AA+	Aaa	3/24/2020	3/25/2020	104,362.00	0.75	661.11	102,976.29	104,187.90
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	455,000.00	AA+	Aaa	6/24/2020	6/26/2020	453,671.40	0.35	300.17	454,009.92	455,442.72
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	480,000.00	AA+	Aaa	7/8/2020	7/10/2020	478,968.00	0.32	270.00	479,217.75	480,103.68
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	475,000.00	AA+	Aaa	8/19/2020	8/21/2020	474,515.50	0.28	122.05	474,613.90	474,994.78
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	325,000.00	AA+	Aaa	9/2/2020	9/4/2020	325,059.35	0.24	51.91	325,048.06	324,838.80
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	435,000.00	AA+	Aaa	9/2/2020	9/4/2020	434,856.45	0.26	69.48	434,883.75	434,784.24
FREDDIE MAC NOTES DTD 10/16/2020 0.125% 10/16/2023	3137EAEY1	115,000.00	AA+	Aaa	10/14/2020	10/16/2020	114,571.05	0.25	65.89	114,636.47	114,547.59

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Federal Agency Bond / Note</b>											
FREDDIE MAC NOTES DTD 11/05/2020 0.250% 11/06/2023	3137EAEZ8	765,000.00	AA+	Aaa	11/3/2020	11/5/2020	764,311.50	0.28	775.62	764,403.84	764,199.81
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAFA2	490,000.00	AA+	Aaa	12/2/2020	12/4/2020	489,514.90	0.28	398.13	489,567.18	489,472.27
<b>Security Type Sub-Total</b>		<b>5,950,000.00</b>					<b>5,945,651.45</b>	<b>0.32</b>	<b>5,230.14</b>	<b>5,946,475.10</b>	<b>5,957,604.72</b>
<b>Corporate Note</b>											
CITIGROUP INC CORP (CALLABLE) NOTES DTD 04/25/2017 2.750% 04/25/2022	172967LG4	250,000.00	BBB+	A3	7/8/2019	7/10/2019	252,062.50	2.44	2,979.17	250,746.59	255,625.00
GOLDMAN SACHS GROUP INC (CALLABLE) NOTE DTD 01/26/2017 3.000% 04/26/2022	38141GWC4	100,000.00	BBB+	A2	7/8/2019	7/10/2019	100,749.00	2.72	1,291.67	100,028.54	100,124.80
AMERICAN HONDA FINANCE CORP NOTES DTD 11/21/2019 1.950% 05/20/2022	02665WDF5	110,000.00	A-	A3	11/18/2019	11/21/2019	109,962.60	1.96	780.54	109,983.00	112,030.93
HONEYWELL INTERNATIONAL CORPORATE NOTES DTD 08/19/2020 0.483% 08/19/2022	438516CC8	120,000.00	A	A2	8/17/2020	8/19/2020	120,000.00	0.48	67.62	120,000.00	120,067.56
PACCAR FINANCIAL CORP DTD 09/26/2019 2.000% 09/26/2022	69371RQ33	60,000.00	A+	A1	9/23/2019	9/26/2019	59,926.80	2.04	16.67	59,963.73	61,403.76
CATERPILLAR FINL SERVICE DTD 01/13/2020 1.950% 11/18/2022	14913Q3C1	110,000.00	A	A3	1/9/2020	1/13/2020	109,949.40	1.97	792.46	109,971.00	112,823.37
BANK OF AMERICA CORP BANK NOTE DTD 01/20/2017 3.124% 01/20/2023	06051GGE3	200,000.00	A-	A2	7/8/2019	7/10/2019	203,014.00	2.67	1,232.24	201,539.71	204,101.40
BANK OF NY MELLON CORP NOTES DTD 01/28/2020 1.850% 01/27/2023	06406RAM9	75,000.00	A	A1	1/21/2020	1/28/2020	74,947.50	1.87	246.67	74,968.07	77,154.68
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	30,000.00	A	A2	1/22/2020	2/3/2020	29,958.90	1.75	85.00	29,974.79	30,764.31

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>											
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 04/01/2020 2.900% 03/30/2023	89236TGW9	125,000.00	A+	A1	5/13/2020	5/15/2020	131,030.00	1.19	10.07	129,184.79	131,111.38
PEPSICO INC CORPORATE NOTES DTD 05/01/2020 0.750% 05/01/2023	713448EY0	65,000.00	A+	A1	4/29/2020	5/1/2020	64,871.30	0.82	203.13	64,910.67	65,578.44
CHEVRON CORP CORPORATE NOTES DTD 05/11/2020 1.141% 05/11/2023	166764BV1	60,000.00	AA-	Aa2	5/7/2020	5/11/2020	60,000.00	1.14	266.23	60,000.00	60,966.18
APPLE INC CORPORATE NOTES DTD 05/11/2020 0.750% 05/11/2023	037833DV9	140,000.00	AA+	Aa1	5/4/2020	5/11/2020	139,619.20	0.84	408.33	139,732.22	141,526.84
AMAZON.COM INC CORPORATE NOTES DTD 06/03/2020 0.400% 06/03/2023	023135BP0	125,000.00	AA-	A2	6/1/2020	6/3/2020	124,825.00	0.45	163.89	124,873.26	125,298.75
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 06/08/2020 0.800% 06/08/2023	69371RQ82	45,000.00	A+	A1	6/1/2020	6/8/2020	44,937.45	0.85	113.00	44,954.42	45,379.04
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/04/2020 0.700% 07/05/2023	24422EVH9	75,000.00	A	A2	6/1/2020	6/4/2020	74,938.50	0.73	125.42	74,954.94	75,513.53
CHEVRON USA INC CORPORATE NOTES DTD 08/12/2020 0.426% 08/11/2023	166756AJ5	30,000.00	AA-	Aa2	8/10/2020	8/12/2020	30,000.00	0.43	17.75	30,000.00	30,031.92
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 09/14/2020 0.450% 09/14/2023	14913R2F3	75,000.00	A	A3	9/9/2020	9/14/2020	74,949.00	0.47	15.94	74,958.27	74,869.35
PEPSICO INC CORPORATE NOTES DTD 10/07/2020 0.400% 10/07/2023	713448FB9	35,000.00	A+	A1	10/5/2020	10/7/2020	34,980.05	0.42	67.67	34,983.26	34,994.96
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 10/09/2020 0.400% 10/10/2023	24422EVJ5	20,000.00	A	A2	10/6/2020	10/9/2020	19,976.80	0.44	38.22	19,980.48	20,007.60

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>											
BRISTOL-MYERS SQUIBB CO (CALLABLE) CORP DTD 11/13/2020 0.537% 11/13/2023	110122DT2	115,000.00	A+	A2	11/9/2020	11/13/2020	115,000.00	0.54	236.73	115,000.00	115,087.98
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 11/19/2020 0.627% 11/17/2023	38141GXL3	75,000.00	BBB+	A2	11/16/2020	11/19/2020	75,000.00	0.63	172.43	75,000.00	74,925.30
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/04/2021 0.450% 01/17/2024	24422EVN6	80,000.00	A	A2	3/1/2021	3/4/2021	79,943.20	0.48	27.00	79,944.72	79,932.72
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 01/25/2021 0.529% 01/25/2024	6174468W2	140,000.00	BBB+	A1	1/20/2021	1/25/2021	140,000.00	0.53	135.78	140,000.00	139,628.72
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/08/2021 0.350% 02/08/2024	63743HEU2	65,000.00	A-	A2	2/1/2021	2/8/2021	64,955.15	0.37	33.49	64,957.28	64,441.13
JPMORGAN CHASE & CO CORPORATE NOTES DTD 03/16/2021 0.697% 03/16/2024	46647PBZ8	150,000.00	A-	A2	3/9/2021	3/16/2021	150,000.00	0.70	43.56	150,000.00	150,579.60
CHARLES SCHWAB CORP NOTES (CALLABLE) DTD 03/18/2021 0.750% 03/18/2024	808513BN4	75,000.00	A	A2	3/16/2021	3/18/2021	74,962.50	0.77	20.31	74,962.98	75,372.15
JPMORGAN CHASE & CO CORPORATE NOTES DTD 09/16/2020 0.653% 09/16/2024	46647PBS4	100,000.00	A-	A2	9/9/2020	9/16/2020	100,000.00	0.65	27.21	100,000.00	100,058.40
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	40,000.00	A-	A2	2/9/2021	2/16/2021	40,000.00	0.56	28.15	40,000.00	39,579.00
<b>Security Type Sub-Total</b>		<b>2,690,000.00</b>					<b>2,700,558.85</b>	<b>1.24</b>	<b>9,646.35</b>	<b>2,695,572.72</b>	<b>2,718,978.80</b>

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Asset-Backed Security</b>											
MBALT 2019-A A3 DTD 01/30/2019 3.100% 11/15/2021	58772TAC4	10,556.46	AAA	Aaa	1/23/2019	1/30/2019	10,556.15	3.10	14.54	10,556.39	10,575.12
BMW VEHICLE LEASE TRUST DTD 03/20/2019 2.840% 11/22/2021	05586VAC6	4,446.67	AAA	Aaa	3/12/2019	3/20/2019	4,446.01	2.85	3.86	4,446.51	4,452.35
GMALT 2019-1 A3 DTD 02/21/2019 2.980% 12/20/2021	36256UAD0	1,718.84	AAA	Aaa	2/13/2019	2/21/2019	1,718.57	2.99	1.57	1,718.77	1,720.74
NALT 2019-A A3 DTD 04/15/2019 2.760% 03/15/2022	65479PAD1	19,738.48	AAA	Aaa	4/9/2019	4/15/2019	19,737.05	2.76	24.21	19,738.01	19,806.60
FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022	34532FAD4	12,650.66	AAA	NR	2/20/2019	2/25/2019	12,649.67	2.90	16.31	12,650.32	12,675.91
HONDA AUTO RECEIVABLES OWNER T DTD 08/28/2018 2.950% 08/21/2022	43815HAC1	22,826.96	NR	Aaa	8/21/2018	8/28/2018	22,823.83	2.95	18.71	22,825.87	23,009.26
JDOT 2018-B A3 DTD 07/25/2018 3.080% 11/15/2022	47788EAC2	21,761.11	NR	Aaa	7/18/2018	7/25/2018	21,759.46	3.08	29.79	21,760.49	21,930.77
HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	52,731.29	AAA	Aaa	12/4/2018	12/12/2018	52,730.67	3.20	75.00	52,731.03	53,257.79
TOYOTA ABS 2018-C A3 DTD 08/22/2018 3.020% 12/15/2022	89231AAD3	79,538.41	AAA	Aaa	8/14/2018	8/22/2018	79,524.26	3.02	106.76	79,532.82	80,323.93
ALLYA 2018-3 A3 DTD 06/27/2018 3.000% 01/15/2023	02007JAC1	37,586.08	AAA	Aaa	6/19/2018	6/27/2018	37,583.51	3.00	50.11	37,585.07	37,816.02
MBART 2018-1 A3 DTD 07/25/2018 3.030% 01/15/2023	58772RAD6	32,091.23	AAA	Aaa	7/17/2018	7/25/2018	32,090.00	3.03	43.22	32,090.74	32,352.12
HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	77,466.13	AAA	Aaa	11/20/2018	11/28/2018	77,454.55	3.16	108.80	77,461.11	78,521.82
TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	92,600.98	AAA	Aaa	10/31/2018	11/7/2018	92,580.96	3.19	130.88	92,592.00	93,856.65
NAROT 2018-B A3 DTD 07/25/2018 3.060% 03/15/2023	65479GAD1	42,725.77	AAA	Aaa	7/17/2018	7/25/2018	42,724.40	3.06	58.11	42,725.19	43,216.16
VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	73,877.37	AAA	Aaa	11/15/2018	11/21/2018	73,874.25	3.25	73.36	73,875.92	74,817.39

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Asset-Backed Security</b>											
GMCAR 2018-3 A3 DTD 07/18/2018 3.020% 05/16/2023	36255JAD6	31,102.92	AAA	NR	7/11/2018	7/18/2018	31,095.67	3.03	39.14	31,099.73	31,454.53
NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	110,095.61	AAA	Aaa	12/4/2018	12/12/2018	110,074.51	3.22	157.56	110,085.29	111,780.26
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	75,452.89	AAA	NR	4/3/2019	4/10/2019	75,442.97	2.66	89.20	75,447.66	76,407.72
CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	38,011.57	AAA	NR	7/18/2018	7/25/2018	38,006.39	3.13	52.88	38,009.24	38,504.90
JDOT 2019-A A3 DTD 03/13/2019 2.910% 07/15/2023	47789JAD8	50,435.63	NR	Aaa	3/5/2019	3/13/2019	50,429.43	2.91	65.23	50,432.36	51,154.48
GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	40,000.00	AAA	Aaa	9/22/2020	9/29/2020	39,996.17	0.45	5.50	39,996.84	40,087.70
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	39,819.99	NR	Aaa	2/5/2019	2/13/2019	39,815.17	2.91	51.50	39,817.41	40,385.25
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	71,955.58	NR	Aaa	2/5/2019	2/13/2019	71,944.67	2.90	92.74	71,949.65	73,110.85
NALT 2020-B A3 DTD 09/29/2020 0.430% 10/16/2023	65480EAD3	50,000.00	AAA	Aaa	9/22/2020	9/29/2020	49,994.86	0.43	9.56	49,995.71	50,076.09
GMCAR 2018-4 A3 DTD 10/10/2018 3.210% 10/16/2023	38013FAD3	86,896.56	AAA	Aaa	10/2/2018	10/10/2018	86,882.81	3.21	116.22	86,889.59	88,167.80
WORLD OMNI AUTO RECEIVABLES TR DTD 08/01/2018 3.130% 11/15/2023	98163EAD8	61,525.50	AAA	NR	7/24/2018	8/1/2018	61,519.76	3.13	85.59	61,522.65	62,389.77
CNH 2018-B A3 DTD 09/26/2018 3.190% 11/15/2023	12596EAC8	29,256.11	NR	Aaa	9/18/2018	9/26/2018	29,252.15	3.19	41.48	29,254.09	29,702.80
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	63,248.36	AAA	Aaa	5/21/2019	5/30/2019	63,235.55	2.51	70.56	63,240.83	64,129.30
MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	25,000.00	AAA	NR	9/15/2020	9/23/2020	24,998.73	0.40	4.44	24,998.94	25,020.14
BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	45,000.00	AAA	Aaa	3/2/2021	3/10/2021	44,998.57	0.29	7.62	44,998.60	44,962.42



## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Asset-Backed Security</b>											
CARMAX AUTO OWNER TRUST DTD 01/23/2019 3.050% 03/15/2024	14315NAC4	117,075.96	AAA	NR	1/16/2019	1/23/2019	117,062.72	3.05	158.70	117,068.35	119,285.18
CNH EQUIPMENT TRUST DTD 02/06/2019 3.010% 04/15/2024	12596JAC7	35,831.04	AAA	Aaa	1/30/2019	2/6/2019	35,823.17	3.01	47.93	35,826.43	36,549.56
WOART 2019-A A3 DTD 01/30/2019 3.040% 05/15/2024	98162YAD5	81,666.24	AAA	Aaa	1/23/2019	1/30/2019	81,652.66	3.04	110.34	81,658.23	83,059.22
DCENT 2019-A1 DTD 02/01/2019 3.040% 07/15/2024	254683CK9	75,000.00	AAA	Aaa	1/28/2019	2/1/2019	74,998.41	3.04	101.33	74,999.04	76,687.56
NAROT 2020-B A3 DTD 06/30/2020 0.550% 07/15/2024	65479CAD0	75,000.00	AAA	Aaa	6/23/2020	6/30/2020	74,997.95	0.55	18.33	74,998.33	75,238.32
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	65,000.00	AAA	Aaa	1/21/2020	1/29/2020	64,992.39	1.85	36.74	64,994.38	66,275.95
COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024	14041NFU0	150,000.00	AAA	NR	8/28/2019	9/5/2019	149,962.23	1.73	114.67	149,974.23	152,956.35
GMCAR 2020-1 A3 DTD 01/15/2020 1.840% 09/16/2024	36258NAC6	100,000.00	AAA	Aaa	1/8/2020	1/15/2020	99,976.45	1.85	76.67	99,982.55	101,467.91
AMXCA 2019-1 A DTD 02/14/2019 2.870% 10/15/2024	02588QAB4	100,000.00	NR	Aaa	2/7/2019	2/14/2019	99,983.13	2.87	127.56	99,989.46	100,492.00
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	75,000.00	AAA	Aaa	1/21/2020	1/29/2020	74,983.64	1.87	62.33	74,987.71	76,162.13
HAROT 2020-3 A3 DTD 09/29/2020 0.370% 10/18/2024	43813KAC6	125,000.00	AAA	NR	9/22/2020	9/29/2020	124,981.64	0.37	16.70	124,983.92	124,982.93
BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	50,000.00	AAA	NR	7/8/2020	7/15/2020	49,996.23	0.48	4.00	49,996.86	50,110.81
AMXCA 2019-2 A DTD 04/29/2019 2.670% 11/15/2024	02587AAN4	150,000.00	NR	Aaa	4/22/2019	4/29/2019	149,991.21	2.67	178.00	149,994.26	153,797.33
JDOT 2020-B A3 DTD 07/22/2020 0.510% 11/15/2024	47787NAC3	40,000.00	NR	Aaa	7/14/2020	7/22/2020	39,993.90	0.51	9.07	39,994.88	40,081.53
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	75,000.00	AAA	NR	1/14/2020	1/22/2020	74,985.29	1.89	63.00	74,988.86	76,686.31

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Asset-Backed Security</b>											
HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	35,000.00	AAA	NR	7/14/2020	7/22/2020	34,993.45	0.48	7.47	34,994.48	35,042.82
VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	60,000.00	NR	Aaa	8/4/2020	8/12/2020	59,987.40	0.47	8.62	59,989.17	60,102.17
CARMX 2020-3 A3 DTD 07/22/2020 0.620% 03/17/2025	14315FAD9	35,000.00	AAA	NR	7/14/2020	7/22/2020	34,994.00	0.62	9.64	34,994.89	35,141.45
GMCAR 2020-3 A3 DTD 08/19/2020 0.450% 04/16/2025	362590AC5	100,000.00	NR	Aaa	8/11/2020	8/19/2020	99,977.12	0.46	18.75	99,980.15	100,196.02
CARMX 2020-4 A3 DTD 10/21/2020 0.500% 08/15/2025	14316HAC6	60,000.00	AAA	NR	10/14/2020	10/21/2020	59,986.79	0.50	13.33	59,988.01	60,066.89
JDOT 2021-A A3 DTD 03/10/2021 0.360% 09/15/2025	47788UAC6	45,000.00	NR	Aaa	3/2/2021	3/10/2021	44,991.35	0.36	9.45	44,991.47	44,906.96
CNH 2021-A A3 DTD 03/15/2021 0.400% 12/15/2025	12598AAC4	70,000.00	AAA	NR	3/9/2021	3/15/2021	69,983.63	0.41	12.44	69,983.79	69,912.01
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	40,000.00	AAA	NR	1/20/2021	1/27/2021	39,992.10	0.34	6.04	39,992.38	39,858.69
HDMOT 2021-A A3 DTD 02/18/2021 0.370% 04/15/2026	41284NAC4	75,000.00	AAA	Aaa	2/9/2021	2/18/2021	74,982.31	0.37	12.33	74,982.70	74,813.12
<b>Security Type Sub-Total</b>		<b>3,234,690.40</b>					<b>3,234,209.92</b>	<b>2.07</b>	<b>2,867.89</b>	<b>3,234,363.36</b>	<b>3,269,539.86</b>
<b>Managed Account Sub Total</b>		<b>25,184,224.06</b>					<b>25,214,534.44</b>	<b>1.14</b>	<b>50,182.65</b>	<b>25,200,866.83</b>	<b>25,464,710.41</b>
<b>Securities Sub-Total</b>		<b>\$25,184,224.06</b>					<b>\$25,214,534.44</b>	<b>1.14%</b>	<b>\$50,182.65</b>	<b>\$25,200,866.83</b>	<b>\$25,464,710.41</b>
<b>Accrued Interest</b>											<b>\$50,182.65</b>
<b>Total Investments</b>											<b>\$25,514,893.06</b>

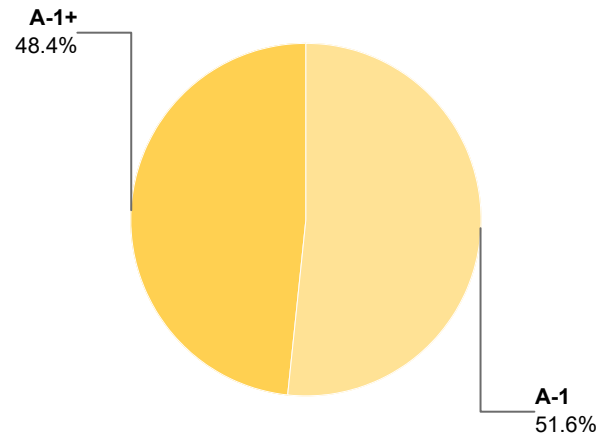
Bolded items are forward settling trades.

## Portfolio Statistics

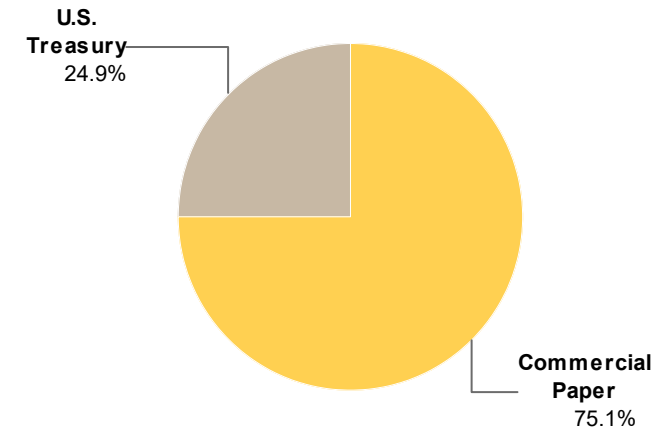
As of March 31, 2021

Par Value:	\$24,720,000
Total Market Value:	\$32,828,788
Security Market Value:	\$24,707,762
Accrued Interest:	-
Cash:	\$8,121,026
Amortized Cost:	\$24,704,594
Yield at Market:	0.12%
Yield at Cost:	0.20%
Effective Duration:	0.27 Years
Average Maturity:	0.31 Years
Average Credit: *	A
Benchmark Eff. Yield:	0.02%

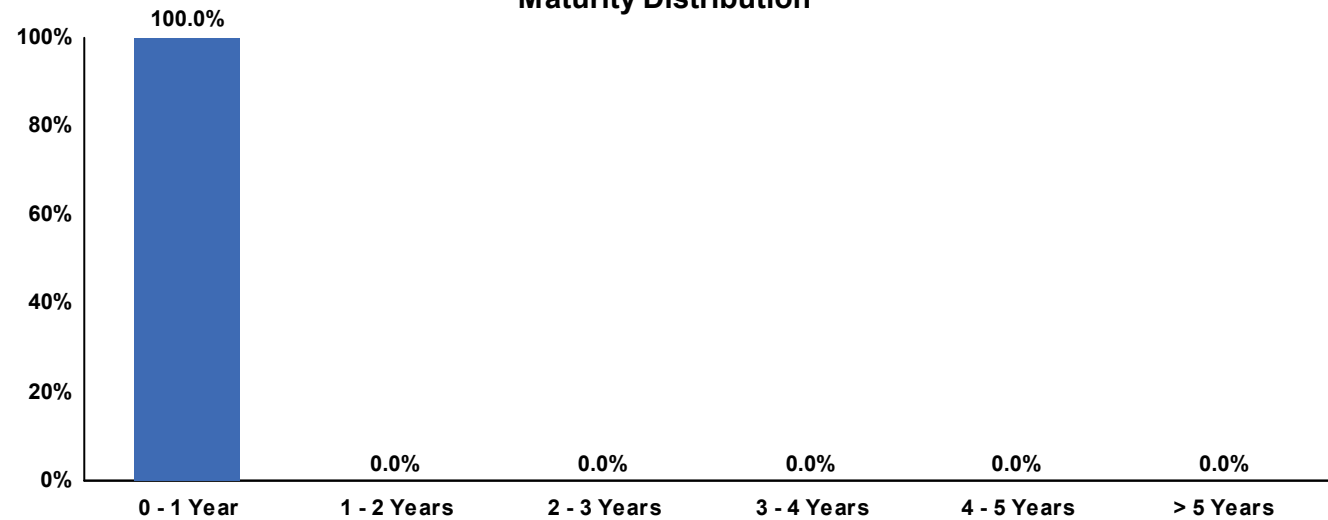
## Credit Quality (S&amp;P Ratings)



## Sector Allocation



## Maturity Distribution



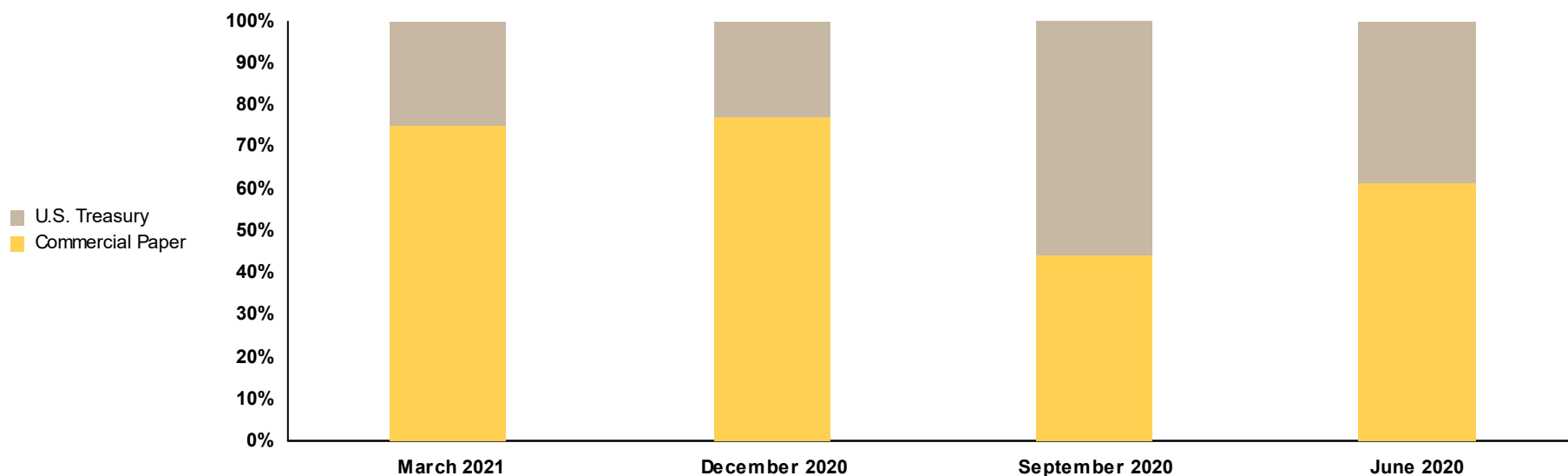
\* An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

**Portfolio Earnings****Quarter-Ended March 31, 2021**

	<b>Market Value Basis</b>	<b>Accrual (Amortized Cost) Basis</b>
<b>Beginning Value (12/31/2020)</b>	\$26,935,784.80	\$26,933,390.77
<b>Net Purchases/Sales</b>	(\$2,243,242.41)	(\$2,243,242.41)
<b>Change in Value</b>	\$15,219.95	\$14,445.74
<b>Ending Value (03/31/2021)</b>	\$24,707,762.34	\$24,704,594.10
<b>Interest Earned</b>	\$54.47	\$54.47
<b>Portfolio Earnings</b>	\$15,274.42	\$14,500.21

## Sector Allocation

Sector	March 31, 2021		December 31, 2020		September 30, 2020		June 30, 2020	
	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total
Commercial Paper	18.5	75.1%	20.8	77.1%	4.8	44.1%	9.8	61.5%
U.S. Treasury	6.2	24.9%	6.2	22.9%	6.2	55.9%	6.2	38.5%
Total	\$24.7	100.0%	\$26.9	100.0%	\$11.0	100.0%	\$16.0	100.0%

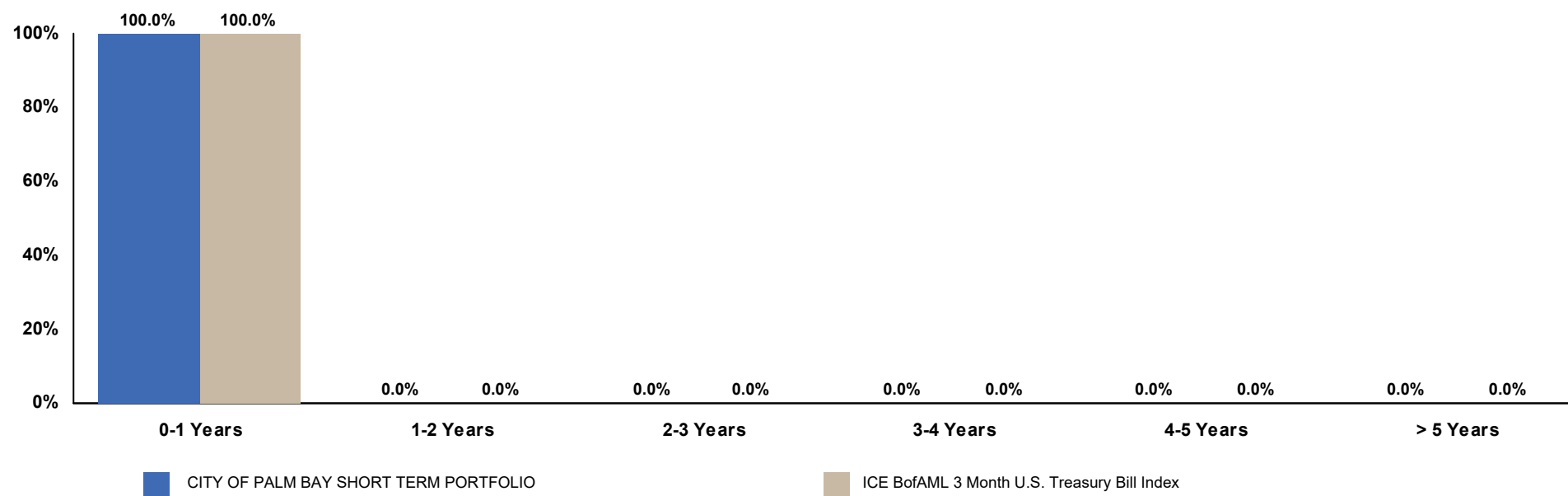


Detail may not add to total due to rounding.

## Maturity Distribution

As of March 31, 2021

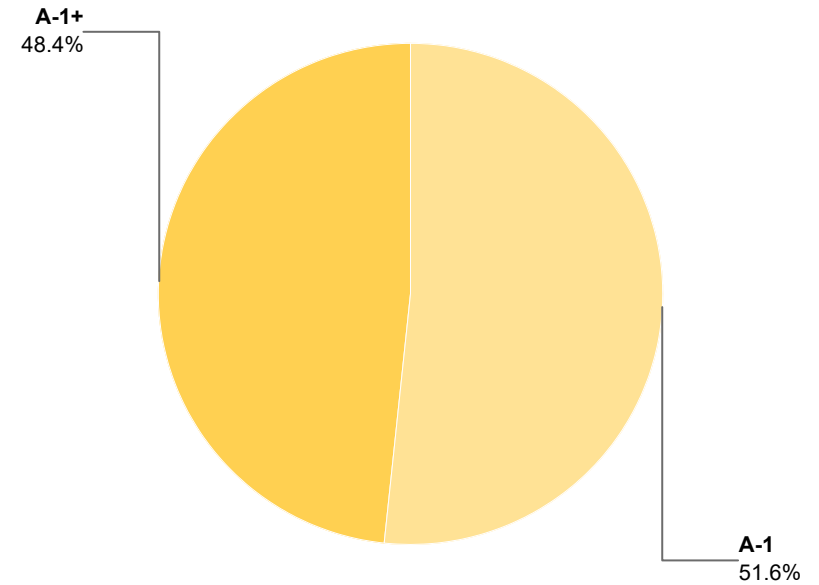
Portfolio/Benchmark	Yield at Market	Average Maturity	0-1 Years	1-2 Years	2-3 Years	3-4 Years	4-5 Years	>5 Years
CITY OF PALM BAY SHORT TERM PORTFOLIO	0.12%	0.31 yrs	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
ICE BofAML 3 Month U.S. Treasury Bill Index	0.01%	0.23 yrs	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%



## Credit Quality

As of March 31, 2021

S&P Rating	Market Value (\$)	% of Portfolio
A-1	\$12,751,388	51.6%
A-1+	\$11,956,374	48.4%
<b>Totals</b>	<b>\$24,707,762</b>	<b>100.0%</b>



Detail may not add to total due to rounding.

**Issuer Distribution****As of March 31, 2021**

<b>Issuer</b>	<b>Market Value (\$)</b>	<b>% of Portfolio</b>
UNITED STATES TREASURY	6,159,802	24.9%
SUMITOMO MITSUI TRUST HOLDINGS INC	3,998,516	16.2%
NATIXIS NY BRANCH	3,995,972	16.2%
EXXON MOBIL CORP	3,798,294	15.4%
ING GROEP NV	2,757,662	11.2%
MIZUHO FINANCIAL GROUP INC.	1,999,238	8.1%
TOYOTA MOTOR CORP	1,998,278	8.1%
<b>Grand Total:</b>	<b>24,707,762</b>	<b>100.0%</b>



## Sector/Issuer Distribution

As of March 31, 2021

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
<b>Commercial Paper</b>			
EXXON MOBIL CORP	3,798,294	20.5%	15.4%
ING GROEP NV	2,757,662	14.9%	11.2%
MIZUHO FINANCIAL GROUP INC.	1,999,238	10.8%	8.1%
NATIXIS NY BRANCH	3,995,972	21.5%	16.2%
SUMITOMO MITSUI TRUST HOLDINGS INC	3,998,516	21.6%	16.2%
TOYOTA MOTOR CORP	1,998,278	10.8%	8.1%
<b>Sector Total</b>	<b>18,547,960</b>	<b>100.0%</b>	<b>75.1%</b>
<b>U.S. Treasury</b>			
UNITED STATES TREASURY	6,159,802	100.0%	24.9%
<b>Sector Total</b>	<b>6,159,802</b>	<b>100.0%</b>	<b>24.9%</b>
<b>Portfolio Total</b>	<b>24,707,762</b>	<b>100.0%</b>	<b>100.0%</b>

## Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
<b>BUY</b>									
3/29/21	3/30/21	2,760,000	4497W0VS4	ING (US) FUNDING LLC COMM PAPER	0.00%	8/26/21	2,758,058.03	0.17%	
3/30/21	4/1/21	3,800,000	30229AUN7	EXXON MOBIL CORP COMM PAPER	0.00%	7/22/21	3,798,699.56	0.11%	
<b>Total BUY</b>		<b>6,560,000</b>					<b>6,556,757.59</b>		
<b>INTEREST</b>									
1/4/21	1/4/21	0	MONEY0002	MONEY MARKET FUND			20.86		
2/2/21	2/2/21	0	MONEY0002	MONEY MARKET FUND			17.66		
3/1/21	3/1/21	0	MONEY0002	MONEY MARKET FUND			15.95		
<b>Total INTEREST</b>		<b>0</b>					<b>54.47</b>		
<b>MATURITY</b>									
3/18/21	3/18/21	6,000,000	46640PQJ5	JP MORGAN SECURITIES LLC COMM PAPER	0.00%	3/18/21	6,000,000.00		0.00
3/23/21	3/23/21	2,800,000	30229AQP7	EXXON MOBIL CORP COMM PAPER	0.00%	3/23/21	2,800,000.00		0.00
<b>Total MATURITY</b>		<b>8,800,000</b>					<b>8,800,000.00</b>		<b>0.00</b>

## Quarterly Portfolio Transactions

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	1/4/21	1/4/21	0.00	MONEY0002	MONEY MARKET FUND			20.86		
INTEREST	2/2/21	2/2/21	0.00	MONEY0002	MONEY MARKET FUND			17.66		
INTEREST	3/1/21	3/1/21	0.00	MONEY0002	MONEY MARKET FUND			15.95		
MATURITY	3/18/21	3/18/21	6,000,000.00	46640PQJ5	JP MORGAN SECURITIES LLC COMM PAPER	0.00%	3/18/21	6,000,000.00		0.00
MATURITY	3/23/21	3/23/21	2,800,000.00	30229AQP7	EXXON MOBIL CORP COMM PAPER	0.00%	3/23/21	2,800,000.00		0.00
BUY	3/29/21	3/30/21	2,760,000.00	4497W0VS4	ING (US) FUNDING LLC COMM PAPER	0.00%	8/26/21	(2,758,058.03)	0.17%	
BUY	3/30/21	4/1/21	3,800,000.00	30229AUN7	EXXON MOBIL CORP COMM PAPER	0.00%	7/22/21	(3,798,699.56)	0.11%	
<b>TOTALS</b>								<b>2,243,296.88</b>		<b>0.00</b>

## CITY OF PALM BAY SHORT TERM PORTFOLIO

Portfolio Holdings

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>U.S. Treasury Bill</b>											
US TREASURY BILL -- 0.000% 06/17/2021	9127963H0	6,160,000.00	A-1+	P-1	6/24/2020	6/25/2020	6,149,615.27	0.17	0.00	6,157,760.16	6,159,802.26
<b>Security Type Sub-Total</b>		<b>6,160,000.00</b>					<b>6,149,615.27</b>	<b>0.17</b>	<b>0.00</b>	<b>6,157,760.16</b>	<b>6,159,802.26</b>
<b>Commercial Paper</b>											
SUMITOMO MITSUI TRUST NY COMM PAPER DTD 12/17/2020 0.000% 06/14/2021	86563GTE2	4,000,000.00	A-1	P-1	12/17/2020	12/17/2020	3,995,027.78	0.25	0.00	3,997,944.45	3,998,516.00
MIZUHO BANK LTD/NY COMM PAPER DTD 12/23/2020 0.000% 06/21/2021	60689FTM0	2,000,000.00	A-1	P-1	12/23/2020	12/23/2020	1,997,650.00	0.24	0.00	1,998,942.50	1,999,238.00
EXXON MOBIL CORP COMM PAPER DTD 04/01/2021 0.000% 07/22/2021	30229AUN7	3,800,000.00	A-1+	P-1	3/30/2021	4/1/2021	3,798,699.56	0.11	0.00	3,798,699.56	3,798,293.80
ING (US) FUNDING LLC COMM PAPER DTD 03/29/2021 0.000% 08/26/2021	4497W0VS4	2,760,000.00	A-1	P-1	3/29/2021	3/30/2021	2,758,058.03	0.17	0.00	2,758,084.10	2,757,662.28
NATIXIS NY BRANCH COMM PAPER DTD 12/17/2020 0.000% 09/13/2021	63873JWD8	4,000,000.00	A-1	P-1	12/17/2020	12/18/2020	3,992,527.78	0.25	0.00	3,995,416.67	3,995,972.00
TOYOTA MOTOR CREDIT CORP COMM PAPER DTD 12/21/2020 0.000% 09/17/2021	89233GWH5	2,000,000.00	A-1+	P-1	12/21/2020	12/22/2020	1,996,413.33	0.24	0.00	1,997,746.66	1,998,278.00
<b>Security Type Sub-Total</b>		<b>18,560,000.00</b>					<b>18,538,376.48</b>	<b>0.21</b>	<b>0.00</b>	<b>18,546,833.94</b>	<b>18,547,960.08</b>
<b>Managed Account Sub Total</b>		<b>24,720,000.00</b>					<b>24,687,991.75</b>	<b>0.20</b>	<b>0.00</b>	<b>24,704,594.10</b>	<b>24,707,762.34</b>
<b>Securities Sub-Total</b>		<b>\$24,720,000.00</b>					<b>\$24,687,991.75</b>	<b>0.20%</b>	<b>\$0.00</b>	<b>\$24,704,594.10</b>	<b>\$24,707,762.34</b>
<b>Accrued Interest</b>											<b>\$0.00</b>
<b>Total Investments</b>											<b>\$24,707,762.34</b>

Bolded items are forward settling trades.

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**IMPORTANT DISCLOSURES**

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some, but not all of which, are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

## GLOSSARY

- **ACCRUED INTEREST:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.
- **AMORTIZED COST:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **BANKERS' ACCEPTANCE:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **COMMERCIAL PAPER:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **CONTRIBUTION TO DURATION:** Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- **EFFECTIVE DURATION:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **INTEREST RATE:** Interest per year divided by principal amount and expressed as a percentage.
- **MARKET VALUE:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.
- **NEGOTIABLE CERTIFICATES OF DEPOSIT:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **PAR VALUE:** The nominal dollar face amount of a security.
- **PASS THROUGH SECURITY:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

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## GLOSSARY

- **REPURCHASE AGREEMENTS:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **SETTLE DATE:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- **TRADE DATE:** The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- **UNSETTLED TRADE:** A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- **U.S. TREASURY:** The department of the U.S. government that issues Treasury securities.
- **YIELD:** The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- **YTM AT COST:** The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- **YTM AT MARKET:** The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.



## LEGISLATIVE MEMORANDUM

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

**FROM:** Patricia Smith, City Attorney

**DATE:** 5/20/2021

**RE:** Ordinance 2021-25, amending the Code of Ordinances, Chapter 51, Public Hearings, by including provisions for establishing time limits for land use public hearings held before the City Council, 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.

My office was asked to consider ways to help make meetings more efficient. One technique that was used previously was to establish time limits on public hearing items. The recommended time limits were adopted by City Council for a case last year. It is proposed that these time limits be codified for all Land Use and Zoning public hearing items that are heard by the City Council.

This item is an Amendment to the City of Palm Bay Code of Ordinances Title XVII, Chapter 51, Public Hearings, establishing Section 51.08, Time Limits. These limitations would only apply to land use (quasi-judicial) public hearings held before the City Council.

The proposed language is as follows:

### CHAPTER 51: PUBLIC HEARINGS

#### >>§ 51.08 TIME LIMITS

For Public Hearings involving items being heard by pursuant to Title XVII – Land Development Code the following time limits shall be applicable:

Applicant's Presentation	30 minutes
Staff's Presentation	30 minutes
Aggrieved or Adversely Affected party	30 minutes
Public Comment	3 minutes per person
Applicant's Rebuttal	10 minutes

**REQUESTING DEPARTMENT:**  
City Attorney's Office



**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

Motion to approve creation of Section 51.08, Time Limits, Chapter 51, Title XVII, City of Palm Bay Code of Ordinances.

**Planning and Zoning Board Recommendation:**

N/A

**ATTACHMENTS:**

**Description**

**Ordinance 2021-25**

## **ORDINANCE 2021-25**

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE V, LEGISLATIVE, CHAPTER 51, PUBLIC HEARINGS, BY INCLUDING PROVISIONS FOR ESTABLISHING TIME LIMITS FOR LAND USE PUBLIC HEARINGS HELD BEFORE THE CITY COUNCIL; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** The City of Palm Bay Code of Ordinances, Title V, Legislative, Chapter 51, Public Hearings, is hereby amended by including as Section 51.08 the following language:

**"Section 51.08 TIME LIMITS**

For Public Hearings involving items being heard by the City Council, pursuant to Title XVII, Land Development Code, the following time limits shall be applicable:

Applicant's Presentation	30 minutes
Staff's Presentation	30 minutes
Aggrieved or Adversely Affected Party	30 minutes
Public Comment	3 minutes per person
Applicant's Rebuttal	10 minutes"

**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.

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Robert Medina, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK

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

cc: (date) ALP



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Laurence Bradley, AICP, Growth Management Director

**DATE:** 5/20/2021

**RE:** Ordinance 2021-26, amending the Code of Ordinances, Chapter 178, Signs, by establishing provisions for wayfinding signs and modifying language for wall signs (Case T-14-2021, City of Palm Bay), 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 (Growth Management Department) has submitted to amend Chapter 178: Sign Code, to modify the definition of Wall Sign to allow the signs to be located five (5) feet above the predominant roof line; to add a new definition for Wayfinding Sign; modify the definition of Wall to include windows and doors in the area calculation; modify Appendix A (Commercial Districts) and Appendix B (Industrial Districts) to modify Wall Signs and add Wayfinding Signs.

This amendment has been prepared in response to the workshop held by City Council on February 11, 2021, regarding incentives and inducements for development within the City. The rationale for this amendment is to make it easier for the public to find businesses not located on arterial or major collector roads, and to simplify and make the regulations for Wall signs more consistent by allowing the signs to locate five feet above the predominant roof line.

The proposal will incentivize businesses within the City by making them easier to locate and by simplifying regulations for Wall signs..

**REQUESTING DEPARTMENT:**

Growth Management

**RECOMMENDATION:**

Motion to approve Case T-14-2021.

**Planning and Zoning Board Recommendation:**

Unanimous approval of the request.

**ATTACHMENTS:**

**Description**

Case T-14-2021 - Revised  
Correspondence  
Board Minutes  
Ordinance 2021-26



**REVISED**

# 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

Laurence Bradley, AICP, Growth Management Director

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#### CASE NUMBER

T-14-2021

#### PLANNING & ZONING BOARD HEARING DATE

April 7, 2021

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#### PROPERTY OWNER & APPLICANT

City of Palm Bay, Growth Management  
Department

#### PROPERTY LOCATION/ADDRESS

Not Applicable

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#### SUMMARY OF REQUEST

Amend Chapter 178: Sign Code, to modify the definition of wall sign to allow them to be located five (5) feet above the predominant roof line; add a new definition for Wayfinding Sign; modify definition of Wall to include windows and doors in the area calculation; modify Appendix A (Commercial Districts) and Appendix B (Industrial Districts) to modify Wall Signs and add Wayfinding Signs.

#### Existing Zoning

Not Applicable

#### Existing Land Use

Not Applicable

#### Site Improvements

Not Applicable

#### Site Acreage

Not Applicable

#### APPLICABILITY

Citywide

#### COMPREHENSIVE PLAN COMPATIBILITY

Not Specifically Addressed

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**BACKGROUND:**

Textual amendments to the Code of Ordinances, Title XVII, Land Development Code, Chapter 178: Signs to modify the definition of wall sign to allow them to project five (5) feet above predominant roof line; to add a new definition for Wayfinding Sign; to modify the definition of Wall to include windows and doors in the area calculation; to modify Appendix A (Commercial Districts); to modify Wall Signs and add Wayfinding Signs; to modify Appendix B (Industrial Districts); to modify Wall Signs and add Wayfinding Signs.

The Growth Management Department prepared this textual amendment in response to a workshop held by City Council on February 11, 2021 regarding incentives and inducements for development within the City. At the workshop, there was discussion of several businesses within the City that do not have frontage on arterial or major collector streets, which have requested signage that would assist drivers to find their establishments. Further, staff is also seeking to amend regulations regarding wall signs at the request of several businesses within the City.

The rationale for this amendment is to make it easier for the public to find and locate businesses not located on main roads. This is seen as an incentive to commercial businesses within the City. Further changes to the Wall sign regulations will simplify and make more consistent the regulations regarding Wall signs.

Proposed language for this amendment is attached in legislative style with additions between >>arrow<< symbols and deletions in ~~strikethrough~~ format.

**ANALYSIS:**

Section 178.08 is the definitions section of the Sign Regulations. In total, three (3) definitions are proposed to be changed.

The first proposed change is to modify the definition of Wall Sign. This proposed change will permit Wall Signs to be located up to five (5) feet above the predominant roof line.

The second change is the addition of a new definition to create a new type of sign: a Wayfinding Sign. (See attached examples). The Wayfinding Sign would allow establishments not located on an Arterial or Major Collector road (see attached list) to place a Wayfinding sign on private property located on the Arterial or Major Collector, with written permission of the property owner, provided that the sign will be located within ½ mile (2,640 feet) of the establishment's property. Co-location of establishments on Wayfinding Signs shall be encouraged.

The third definitional change is the definition of Wall. This change would simply include doors and windows rather than exclude them from wall area thus, making it easier for businesses, contractors, and staff to calculate the area. This creates a slight increase in the size of Wall Signs as doors and windows are now included in the wall area calculations.

This proposed amendment makes two (2) identical changes to Appendix A (Signs in Commercial Zoning Districts) and Appendix B (Signs in Industrial Zoning Districts) which are summarized below.

The first change modifies the tables regarding Wall Signs. Specifically, the number of Wall Signs is eliminated in favor a simple maximum of 10% of the wall area per wall, for all the wall signs. Further, the table is modified to allow Wall Signs to be located up to five (5) above the predominant roofline for a building façade with multiple heights or roof lines.

The second series of changes to the tables is the addition of new provisions for Wayfinding Signs. This change requires Wayfinding Signs to be located on Arterial or Major Collectors roads no less than 1,500 apart. However, one (1) sign is allowed on opposite sides of the road which do not have to be 1,500 apart. The Wayfinding Signs shall be a maximum of 36 sq. ft., a maximum of 10 feet in height and have a setback of 10 feet from the property lines of the parcel the sign is located upon. These standards are consistent with the freestanding sign standards for other Commercial and Industrial signs

**STAFF RECOMMENDATION:**

Staff recommends approval of the proposed changes as written to incentivize businesses within the City, make them easier to find and locate, and to simplify regulations for Wall signs.



## TITLE XVII: LAND DEVELOPMENT CODE

### CHAPTER 178: SIGNS

#### § 178.08 DEFINITIONS.

##### **SIGN.**

(2) **SIGNS** include the following defined classes of signs:

(a) **PERMANENT SIGNS.** Signs made of durable material and fixed to a building, supporting structure, or the ground in such a manner as to be immobile without the use of extraordinary means, such as disassembly. The following types of signs shall be permanent signs:

(xiii) **WALL SIGN.** A sign which is attached to or erected against the wall of a building with its face in a parallel plane to the plane of the building façade or wall. This definition shall include the painting of a sign on a wall surface. For a building façade with multiple heights or roof lines, the wall sign shall not project >>more than five (5) feet << above the parapet ~~unless it is affixed to, or painted upon,~~ >>of<< a roof line that is more than 50% of the length of the building façade. Any wall sign contrary to this requirement shall be considered a roof sign.

>>(xiv) **WAYFINDING SIGN.** A sign that provides information regarding the location of nearby establishments >>in Commercial or Industrial Zone property<< that do not have frontage on an Arterial or Major Collector street. Wayfinding signs must be located on private property with written permission of the property owner and may not be erected in any public right-of-way. More than one entity may co-locate on a Wayfinding sign. The property for an establishment using a Wayfinding sign shall be located within 2,640 feet (1/2 mile) of said sign.<<

**WALL.** The surface of the exterior of a principal building exposed to the public view within a single plane, ~~exclusive~~ >>inclusive<< of windows and/or doors.

## Appendix A: Schedule of Signs in Commercial Zoning Districts

<b>SCHEDULE OF SIGNS IN COMMERCIAL ZONING DISTRICTS</b>						
<b>Sign Type</b>	<b>District(s)</b>	<b>Maximum Number</b>	<b>Maximum Area</b>	<b>Maximum Height</b>	<b>Placement</b>	<b>Illumination</b>
Wall	All	1 per street frontage >>Unlimited<<	Max 10% of Wall Area >>for the cumulative total of wall signs per wall<<	Not Above Average Roofline >>Max 5 feet above the predominant roofline<<	On the Principal Building	External
>>Wayfinding<<	>>All<<	>>1 per 1,500 linear ft. on the same side of the roadway<<	>>36 sq. ft.<<	>>10 ft.<<	>>10 feet from the property line of a parcel which has frontage on an Arterial or Major Collector street<<	>>None<<

## Appendix B: Schedule of Signs in Industrial Zoning Districts

<b>SCHEDULE OF SIGNS IN INDUSTRIAL ZONING DISTRICTS</b>						
<b>Sign Type</b>	<b>District(s)</b>	<b>Maximum Number</b>	<b>Maximum Area</b>	<b>Maximum Height</b>	<b>Placement</b>	<b>Illumination</b>
Wall	All	1 per street frontage >>Unlimited<<	Max 10% of Wall Area >>for the cumulative total of wall signs per wall<<	Not Above Average Roofline >>Max 5 feet above the predominant roofline<<	On the Principal Building	External
>>Wayfinding<<	>>All<<	>>1 per 1,500 linear ft. on the same side of the roadway<<	>>36 sq. ft.<<	>>10 ft.<<	>>10 feet from the property line of a parcel which has frontage on an Arterial or Major Collector street<<	>>None<<

# **CITY OF PALM BAY ROAD CLASSIFICATIONS**

(See Comprehensive Plan...Future Transportation Map Series #1A & 1B)

## **Arterial Roadways**

- 1) Babcock Street
- 2) Dixie Highway
- 3) Interstate 95
- 4) Malabar Road
- 5) Minton Road
- 6) Palm Bay Road
- 7) St. Johns Heritage Parkway  
(both segments)

## **Minor Collector Roadways**

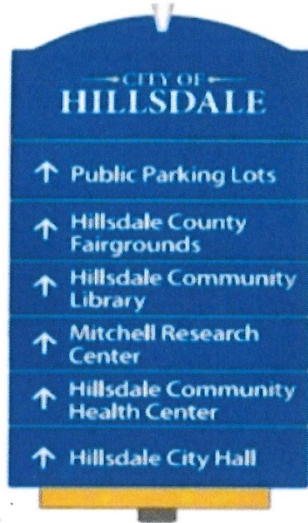
- 1) Bass Pro Drive
- 2) Bianca Drive
- 3) Cogan Drive
- 4) Community College Parkway
- 5) Daytona Drive
- 6) Emerson Drive (Minton Rd to SJHP &  
from Malabar Rd to Bayside Lakes Blvd)
- 7) Fallon Boulevard
- 8) Foundation Park Boulevard
- 9) Garvey Road
- 10) Harper Boulevard
- 11) Hield Road
- 12) Hurley Boulevard
- 13) Krassner Road
- 14) Lamplighter Road
- 15) Mariposa Drive
- 16) Pace Drive
- 17) Riviera Drive
- 18) Walden Boulevard
- 19) Wichita Boulevard
- 20) Wyoming Drive

## **Major Collector Roadways**

- 1) Americana Boulevard
- 2) Bayside Lakes Boulevard
- 3) Clearmont Street
- 4) Culver Drive
- 5) De Groodt Road
- 6) Eldron Boulevard
- 7) Emerson Drive (Minton Rd to Malabar Rd)
- 8) J. A. Bombardier Boulevard
- 9) Jupiter Boulevard
- 10) Lipscomb Street
- 11) *Osmosis Drive* (De Groodt to Sapodilla)
- 12) Port Malabar Boulevard
- 13) Robert J. Conlan Boulevard
- 14) San Filippo Drive
- 15) St. Andre Boulevard
- 16) Waco Boulevard

Osmosis Drive: The segment of Osmosis within the Bayside Lakes Community is a Local Street.

**Land Development Division: February, 2013**









**LAND DEVELOPMENT DIVISION**  
120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042  
Landdevelopment@palmbayflorida.org

## **CODE TEXTUAL AMENDMENT APPLICATION**

This application must be deemed complete and legible, and must be returned by the first day of the month during division office hours, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida, to be processed for consideration the following month at the earliest by the Planning and Zoning Board. The application will then be referred by the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, unless otherwise stated.

### **ORDINANCE SECTION(S) PROPOSED TO BE CHANGED:**

178.08, 178 Appendix A & 178 Appendix B

### **PROPOSED LANGUAGE (attach addendum if necessary):**

See attached

### **JUSTIFICATION FOR PROPOSED CHANGE (attach other documents if necessary)**

Proposed changes to to add Wayfinding signs to help the traveling public locate local businesses. Also changes to Wall Signs to make it easier for businesses to comply with the sign regulations.

CITY OF PALM BAY, FLORIDA  
CODE TEXTUAL AMENDMENT APPLICATION  
PAGE 2 OF 2

THE APPLICATION FEE MUST BE SUBMITTED WITH APPLICATION TO PROCESS THIS REQUEST:

☐ \*\$1,500.00 Application Fee. Make Check payable to "City of Palm Bay."

I, the undersigned understand that this application must be complete and accurate before consideration by the Planning and Zoning Board/Local Planning Agency and certify that all the answers the questions in said application, and all data and matter attached to and made a part of said application are honest and true to the best of my knowledge and belief.

Under penalties of perjury, I declare that I have read the foregoing code textual amendment application and that the facts stated in it are true.

Signature of Applicant Laurence Bradley Digitally signed by Laurence Bradley  
Date: 2021.03.22 08:12:57 -04'00' Date March 18, 2021

Printed Name of Applicant Laurence Bradley, AICP, Growth Management Director

Full Address 120 Malabar Road SE, Palm Bay, FL 32907

Telephone (321) 733-3042 Email laurence.bradley@palmbayflorida.org

PERSON TO BE NOTIFIED (If different from above):

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

Full Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

**\*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY**



**CASE T-14-2021**

**CORRESPONDENCE**

## Chandra Powell

---

**From:** Laurence Bradley  
**Sent:** Wednesday, April 14, 2021 5:09 PM  
**To:** Chandra Powell  
**Subject:** FW: Sign Code Revisions

Please add this comment to T-14

**Laurence Bradley, AICP**  
**Director of Growth Management**

**City of Palm Bay**  
**Palm Bay City Hall**  
**120 Malabar Road SE**  
**Palm Bay, FL 32907**

**T: 321-733-3042**  
**F: 321-953-8920**

**Email:** [Laurence.Bradley@PalmBayFlorida.org](mailto:Laurence.Bradley@PalmBayFlorida.org)



Please let us know how effective we were in assisting you:  
[www.pbfl.org/GMFeedback](http://www.pbfl.org/GMFeedback)

**From:** Laurence Bradley  
**Sent:** Wednesday, April 14, 2021 5:08 PM  
**To:** Amanda Armstrong <[amanda@art-kraft.com](mailto:amanda@art-kraft.com)>; Patrick Murphy <[Patrick.Murphy@palmbayflorida.org](mailto:Patrick.Murphy@palmbayflorida.org)>  
**Cc:** Christopher Balter <[Christopher.Balter@palmbayflorida.org](mailto:Christopher.Balter@palmbayflorida.org)>; Don Reilly <[don@art-kraft.com](mailto:don@art-kraft.com)>  
**Subject:** RE: Sign Code Revisions

The proposed change will actually allow for more wall signage not less in strip centers. The old wording excluded windows and doors from the 10% calculation. The new change will include windows and doors, thus wall signs will be allowed to be larger than the current regulations. Plus we will now allow them 5 feet above the main roof line.

Thus all of these changes will increase and relax the regulations regarding wall signs.

Thanks

-Larry Bradley

**Laurence Bradley, AICP**  
**Director of Growth Management**

City of Palm Bay  
Palm Bay City Hall  
120 Malabar Road SE  
Palm Bay, FL 32907

T: 321-733-3042  
F: 321-953-8920

Email: [Laurence.Bradley@PalmBayFlorida.org](mailto:Laurence.Bradley@PalmBayFlorida.org)



Please let us know how effective we were in assisting you:  
[www.pbfl.org/GMFeedback](http://www.pbfl.org/GMFeedback)

**From:** Amanda Armstrong <[amanda@art-kraft.com](mailto:amanda@art-kraft.com)>

**Sent:** Wednesday, April 14, 2021 3:19 PM

**To:** Patrick Murphy <[Patrick.Murphy@palmbayflorida.org](mailto:Patrick.Murphy@palmbayflorida.org)>; Laurence Bradley <[Laurence.Bradley@palmbayflorida.org](mailto:Laurence.Bradley@palmbayflorida.org)>

**Cc:** Christopher Balter <[Christopher.Balter@palmbayflorida.org](mailto:Christopher.Balter@palmbayflorida.org)>; Don Reilly <[don@art-kraft.com](mailto:don@art-kraft.com)>

**Subject:** Sign Code Revisions

**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.

Good Afternoon Mr. Murphy,

We are contacting you this afternoon in regards to finding out that the "Sign Code" is in the process of being revised, and/or rewritten. As our owner has been in the business locally for the past 53 years and our office has been located in the city for almost 20 years we'd like to offer a few suggestions on the new code amendments. I understand that our last correspondence with the planning division might've ruffled some feathers, but it was not a personal attack on anyone within the city and was just trying to point out after much resistance that the code was in fact flawed and needed to be addressed for not just new businesses but also existing ones as well. As such, we also would like to propose that the 10% of the wall face area minus the windows and doors be relooked at as well. When you have strip centers most businesses contained within them are being very limited on their signage now as opposed to previously. When the entire storefront is windows and a door minus a small sign band above the unit it makes it very difficult for a tenant to have a sign large enough to attract business to their location and be seen from the parking lot, or roadway to draw in business. We would suggest that this section be revised to the prior code of 10% of the wall area as many businesses in the area will be directly impacted when they are changing out their signage, or new businesses coming in. Having a 10-15 sq ft sign in a unit of equal or larger frontage need to a 30-40 sq ft sign shows a great difference in a business owners eyes when they are wanting to maximize their branding and being able to adequately advertise their business and as equally advertise as their neighbors. We sincerely appreciate you taking the time to read our correspondence and would be happy to discuss our proposed ideas above with you or provide comment on any other sections of the sign code you'd like.

Kindest Regards,

*Amanda Armstrong*

Permitting Department  
321.727.7324 Ext. 205



[www.art-kraft.com](http://www.art-kraft.com)

*The attached file is for evaluation purposes only. By opening the attached document, the recipient agrees to not disclose (in whole or in part) in any manner (physically or electronically) to anyone other than employees of the recipient in a "need to know" basis. The design will remain the property of Art-Kraft Sign Company, Inc. until purchased and paid in full by the recipient. Failure to comply with this Non-Disclosure Agreement will result in the recipient being liable for the full purchase price of the design (minimum \$500 U.S.) as well as any legal fees incurred to obtain restitution*

**CITY OF PALM BAY, FLORIDA**  
**PLANNING AND ZONING BOARD/**  
**LOCAL PLANNING AGENCY**  
**REGULAR MEETING 2021-05**

Held on Wednesday, April 7, 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. Rainer Warner 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	Absent (Excused)
<b>MEMBER:</b>	Khalilah Maragh	Present
<b>MEMBER:</b>	Rainer Warner	Present
<b>NON-VOTING MEMBER:</b>	David Karaffa	Present
	(School Board Appointee)	

Mr. Hill's absence was excused.

**CITY STAFF:** Present were Mr. Laurence Bradley, 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 2021-04; March 3, 2021.**

Motion to approve the minutes as presented.

6. **T-14-2021** - City of Palm (Growth Management Department) - A textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 178: Signs, to establish provisions for Wayfinding Signs and to modify the language for Wall Signs.

Mr. Bradley presented the staff report for Case T-14-2021. Staff recommended Case T-14-2021 for approval as written.

Mr. Weinberg commented on there being no limitations on the number of businesses advertised, shape, size, colors, or type for the wayfinding signs, which seemed vague. Mr. Bradley stated that according to decisions by the Supreme Court, the City could only regulate time, place, and manner, and not the sign content.

Mr. Boothroyd inquired whether the amendment would address advertisement signs that were placed on properties where the businesses were not located. Mr. Bradley stated that the offsite businesses would be required to obtain written consent from the property owners to place the wayfinding signs on the properties.

Ms. Maragh asked about limitations on the allowance of multiple businesses per sign. Mr. Weinberg and Mr. Bradley noted that the overall size of wayfinding signs at 36 square feet would limit the number of businesses on a sign.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Motion to submit Case T-14-2021 to City Council for approval.

Motion by Ms. Jordan, seconded by Ms. Maragh. Motion carried with members voting as follows:

**Aye:** Weinberg, Jordan, Boerema, Boothroyd, Maragh, Warner.

## **OTHER BUSINESS:**

There was no other business discussed.

## ORDINANCE 2021-26

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 178, SIGNS, BY ESTABLISHING PROVISIONS FOR WAYFINDING SIGNS AND MODIFYING LANGUAGE FOR WALL 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.

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

**SECTION 1.** The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 178, Signs, Section 178.08, Definitions, is hereby amended and shall henceforth read as follows:

**“Section 178.08 DEFINITIONS.**

For the purpose of this Chapter, the following definitions shall apply. Unless specifically defined below or in Chapter 185 (Zoning Code), the words or phrases used in this Chapter shall be interpreted so as to give them the meaning they have in common usage and to give this Chapter its most reasonable application.

\* \* \*

***SIGN.***

\* \* \*

(2) ***SIGNS*** include the following defined classes of signs:

\* \* \*

(xiii) ***WALL SIGN.*** A sign which is attached to or erected against the wall of a building with its face in a parallel plane to the plane of the building façade or wall. This definition shall include the painting of a sign on a wall surface. For a building façade with multiple heights or roof lines, the wall sign shall not project **>>more than five (5) feet<<** above the parapet ~~unless it is affixed to, or painted upon,~~ **>>of<<** a roof line that is more than 50% of the length

of the building façade. Any wall sign contrary to this requirement shall be considered a roof sign.

>>(xiv) **WAYFINDING SIGN.** A sign that provides information regarding the location of nearby establishments in Commercial or Industrial Zone property that do not have frontage on an Arterial or Major Collector street. Wayfinding signs must be located on private property with written permission of the property owner and may not be erected in any public right-of-way. More than one entity may co-locate on a Wayfinding sign. The property for an establishment using a Wayfinding sign shall be located within 2,640 feet (1/2 mile) of said sign.<<

\* \* \*

**WALL.** The surface of the exterior of a principal building exposed to the public view within a single plane, exclusive >>inclusive<<of windows and/or doors.

\* \* \*"

**SECTION 2.** The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 178, Signs, Section 1178.23, Conflict with Other Laws; Unconstitutionality or Invalidity, is hereby amended and shall henceforth read as follows:

**"Section 178.23 CONFLICT WITH OTHER LAWS; UNCONSTITUTIONALITY OR INVALIDITY.**

\* \* \*

### Appendix A: Schedule of Signs in Commercial Zoning Districts

<b>SCHEDULE OF SIGNS IN COMMERCIAL ZONING DISTRICTS</b>						
<b>Sign Type</b>	<b>District(s)</b>	<b>Maximum Number</b>	<b>Maximum Area</b>	<b>Maximum Height</b>	<b>Placement</b>	<b>Illumination</b>

\* \* \*

Wall	All	1 per street frontage >>Unlimited<<	Max 10% of Wall Area >>for the cumulative total of wall signs per wall<<	Not Above Average Roofline >>Max 5 feet above the predominant roofline<<	On the Principal Building	External
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\* \* \*



>>Wayfinding<<	>>All<<	>>1 per 1,500 linear ft. on the same side of the roadway<<	>>36 sq. ft.<<	>>10 ft.<<	>>10 feet from the property line of a parcel which has frontage on an Arterial or Major Collector street<<	>>None<<
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\* \* \*

## Appendix B: Schedule of Signs in Industrial Zoning Districts

<b>SCHEDULE OF SIGNS IN INDUSTRIAL ZONING DISTRICTS</b>						
<b>Sign Type</b>	<b>District(s)</b>	<b>Maximum Number</b>	<b>Maximum Area</b>	<b>Maximum Height</b>	<b>Placement</b>	<b>Illumination</b>

\* \* \*

Wall	All	1 per street frontage >>Unlimited<<	Max 10% of Wall Area >>for the cumulative total of wall signs per wall<<	Not Above Average Roofline >>Max 5 feet above the predominant roofline<<	On the Principal Building	External
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\* \* \*

>>Wayfinding<<	>>All<<	>>1 per 1,500 linear ft. on the same side of the roadway<<	>>36 sq. ft.<<	>>10 ft.<<	>>10 feet from the property line of a parcel which has frontage on an Arterial or Major Collector street<<	>>None<<
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\* \* \*11

**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:

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Terese M. Jones, CITY CLERK

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

cc: ALP

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



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Laurence Bradley, AICP, Growth Management Director

**DATE:** 5/20/2021

**RE:** Ordinance 2021-27, granting approval of a Final Development Plan for a Planned Unit Development of a proposed single-family residential subdivision to be known as 'Cypress Bay West Phase 1 PUD' on property located in the vicinities south of Mara Loma Boulevard and west of Babcock Street (77.52 acres) (Case FD-11-2021, Waterstone Farms, LLC) (Quasi-Judicial Proceeding), 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.

Mr. Benjamin E. Jefferies, Waterstone Farms, LLC (Brian Davidson and Jake Wise, P.E., Reps.) has submitted for Final Planned Unit Development approval of a 229-unit residential subdivision to be known as Cypress Bay West Phase 1 PUD. The vacant 77.52-acre parcel is south of Mara Loma Boulevard SE, and west of Babcock Street SE.

The subject phase of development is planned at 2.95 units per acre, which is below the maximum 5 units per acre density permitted by a Single-Family Residential Future Land Use category. This development will be built in one phase that consists of 50-foot wide by 125-foot-deep lots, a gated entrance with an amenities center, swimming pool, playground, passive recreation areas, stormwater ponds, and private roadways.

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

### **REQUESTING DEPARTMENT:**

Growth Management

### **RECOMMENDATION:**

Motion to

approve Case FD-11-2021, subject to the following staff comments contained in the staff report being addressed upon submission of the administrative construction plans:

- Fully engineered construction drawings.
- A Subdivision Plat meeting Ch. 177 of Florida State Statute requirements and a title opinion.

- The right-of-way width of Mara Loma Boulevard will need to be 100’.
- The road name of “Mara Loma Boulevard” will need to be consistent all the way through. Staff will not support the name “Mara Loma Extension Boulevard.”
- The technical comments generated by the Development Review Staff (attached) shall be observed and incorporated into the engineered construction drawings.
- Mara Loma Boulevard right-of-way dedication shall not be accepted by the City of Palm Bay for operation and maintenance, until and unless the Developer requests acceptance through the process promulgated in Chapter 182 of the City of Palm Bay’s Code of Ordinances. Upon commencement of said process, staff will determine if acceptance of the Mara Loma Boulevard Extension would provide a public benefit and that current City of Palm Bay construction standards are met.

**Planning and Zoning Board Recommendation:**

Unanimous approval of the request, subject to the staff comments contained in the staff report.

**ATTACHMENTS:**

**Description**

**Case FD-11-2021 - REVISED 05/05/21**

**Board Minutes**

**Ordinance 2021-27**

**Ordinance 2021-27, Exhibit A**

**Ordinance 2021-27, Exhibit B - REVISED 05/20/21**

**Ordinance 2021-27, Exhibit C - REVISED 05/20/21**

**Ordinance 2021-27, Exhibit D**

**REVISED**

# 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**

FD-11-2021

**PLANNING & ZONING BOARD HEARING DATE**

April 7, 2021

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**PROPERTY OWNER & APPLICANT**

Benjamin E. Jefferies- Waterstone Farms, LLC (Jake Wise Representing)

**PROPERTY LOCATION/ADDRESS**

A portion of Tax Parcel 500, Section 4, Township 30, Range 37, Brevard County, Florida

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**SUMMARY OF REQUEST**

Final Planned Unit Development approval for a 229-unit residential subdivision to be known as Cypress Bay West Phase 1 PUD.

**Existing Zoning**

PUD, Planned Unit Development

**Existing Land Use**

Single-Family Residential Use and Multiple-Family Residential Use

**Site Improvements**

Vacant Unimproved Land (Former Orange Groves)

**Site Acreage**

77.52 acres, more or less

---

**SURROUNDING ZONING & USE OF LAND****North**

PUD; Gardens at Waterstone and The Lakes PUD; Single-Family Homes

**East**

PUD; The Courtyards and The Lakes at Waterstone PUD; Single-Family Homes

**South**

PUD; Waterstone at Palm Bay; Undeveloped Land

**West**

PUD; Waterstone at Palm Bay; Undeveloped Land

---

**COMPREHENSIVE PLAN  
COMPATIBILITY**

The future land use designations of the subject property are Single-Family Residential Use and Multiple Family Residential Use. The development of a single-family planned unit development is compliant with both designations. The proposed density is 2.95 units per acre, which is below the maximum density defined in the City's Comprehensive Plan for Single-Family Residential Use up to (5 units per acre) and well below the 10 units per acre by the Multiple Family Residential Future Land Use Land Amendments.

---

**BACKGROUND:**

The subject property is located south of Mara Loma Boulevard SE, and west of Babcock Street SE. Specifically a portion of Tax Parcel 500, Section 4, Township 30, Range 37, of Brevard County Florida. This Final PUD request includes approximately 77.52 acres of land.

In 2004 the subject property was annexed into the City via Ordinance 2004-35 totaling 1,167 acres. The original Future Land Use amendment designated all the lands as Single-Family Residential Use via Ordinance 2004-52, which stated that 1,800 units could be placed on the lands of Waterstone or Cypress Bay Preserve. Site specific conditions were placed on the amendment via Ordinance 2004-48. Between 2005 and 2018, a series of 37 future land use map amendments were made bringing the total units entitled to 2,596.

The total entitlements encumbered remaining units are as follows: 1,648 units on the west side of Babcock Street, and 362 units on the east side of Babcock Street. On February 18<sup>th</sup> case PD-3-2021 (Resolution 2021-12) received approval from City Council for Preliminary Development Plan approval to be known as Cypress Bay West Phase 1 PUD. ~~The Developer has submitted the Final Development Plan that matches the Preliminary Development Plan now with its final name of Willows of Cypress Bay West.~~

**ANALYSIS:**

The applicant is requesting Final Development Plan (FDP) approval for a Planned Unit Development (PUD), to construct a single-family residential subdivision called Cypress Bay West Phase 1 PUD. The planned unit development is a concept which encourages and permits variation in residential developments by allowing deviation in lot size, bulk or type of dwellings, density, lot coverage, setbacks, and open space, from those elements required in any singular zoning classification found in the city's Zoning Code.

Specifically, the FDP proposes a 229-unit single-family development that will be constructed in one phase. Per the FDP, typical lots within the residential development are 50' x 125'. The minimum size home and setbacks will need to be identified in the Declaration of Covenants and Restrictions as well as the construction drawings. The development will consist of a gated entrance with an amenities center, pool, playground, passive recreation areas, stormwater management ponds, and private roadways.

**CONDITIONS:**

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

- Fully engineered construction drawings;
- A Subdivision Plat meeting Chapter 177 of Florida State Statute requirements and a title opinion;
- The right-of-way width of Mara Loma Boulevard shall be 100 feet;
- The road name of 'Mara Loma Boulevard' shall be consistent all the way through. Staff will not support the name 'Mara Loma Extension Boulevard';
- The technical comments generated by the Development Review Staff, which is, by reference, incorporated herein as Exhibit 'D', shall be observed and incorporated into the engineered construction drawings; and
- >>Mara Loma Boulevard right-of-way dedication shall not be accepted by the City of Palm Bay for operation and maintenance, until and unless the Developer requests acceptance through the process promulgated in Chapter 182 of the City of Palm Bay's Code of Ordinances. Upon commencement of said process staff will determine if acceptance of the Mara Loma Boulevard Extension would provide a public benefit and that current City of Palm Bay construction standards are met.<<

**STAFF RECOMMENDATION:**

Case FD-11-2021 is recommended for approval, subject to the staff comments contained in this report.



## **TECHNICAL COMMENTS**

### **CASE FD-11-2021 – Cypress Bay West Phase I PUD**

#### **BREVARD COUNTY (Jeffrey Ball, Planning and Zoning Manager):**

Brevard County has no comments.

#### **PUBILC WORKS (Natalie Shaber, Engineer II):**

1. Approval in writing from Brevard County accepting the existing 2017 Traffic Impact Study dated within the last 12 months is required.
2. Please conduct a signal warrant analysis at the intersection of the Gardens at Waterstone, and Cypress Bay West (Aberdeen Dr).
3. Crosswalks shall be provided across Mar Loma between the entrance to The Gardens and CB West.
4. Sidewalk shall be provided on both sides of Mar Loma connecting to the existing sidewalk and to the onsite sidewalks.
5. All external agency permits will be provided to the City prior to scheduling a pre-sitework meeting per subsection 174.071 City Code of Ordinances.
6. Design, and performance specifications of Ch. 174 City's Code of Ordinances shall be met.
7. The stormwater management system is interconnected with the Gardens, Courtyards, and a R/W ponds D4 and D5 (future phase CB West). All easements and agreements between the respective Developer/HOA's and the City (if applicable) shall be drafted, executed, and recorded prior to Certificate of Completion. A developer agreement regarding landscaping maintenance in the right-of-way is also required.
8. Mar Loma Ext. shall be reviewed per Chapter 182 City's Code of Ordinances prior to acceptance by the City.
9. All right-of-way specifications per Ch 179 shall be adhered to as well as the design, performance, materials, utility location, inspection and testing specifications as outlined in the City's Public Works Manual for collector roadways.
10. Topographical surveys of the existing condition shall include contours as well as spot elevations.
11. The plans shall include cross-sections at all property boundaries.

12. Ensure that the Florida Building Code and FL Statute regarding ADA compliance of new facilities that serve the public are met.
13. Right-of-way and Commercial driveway permit applications and fees are required for the Aberdeen Dr. entrance.
14. Utilities within the Mar Loma R/W shall conform to the Utility Zones detail in the Public Works Manual.

**UTILITIES (Christopher Little, Utilities Director):**

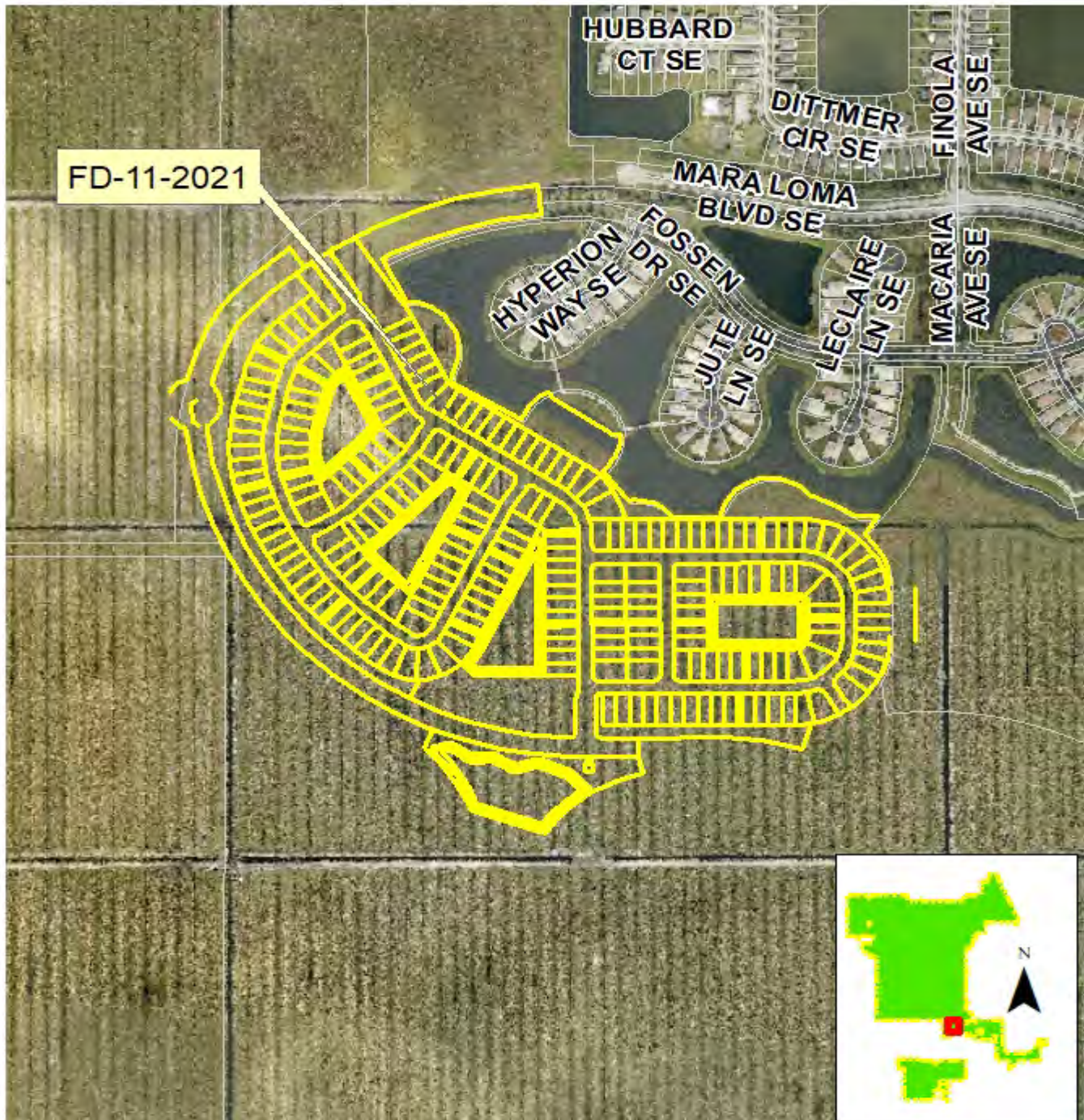
1. The applicant/owner, at their expense, will be required to design, permit, install, inspect, and test water & sewer systems of adequate size to accommodate the development and to connect to the City's water and sewer system [Section 200.11(d)(1) - On-site Facilities]. Currently, the nearest point of connection to the mainline water distribution system is a 16" PVC pipe on the west end of Mara Loma Boulevard. The nearest point of connection to the mainline wastewater collection system force main is a 10" PVC pipe on the west end of Mara Loma Boulevard.
2. The applicant/owner will be responsible for the property's hydraulic share for the new utilities. Oversizing of utilities at the request of the Utilities Department will be subject to a refunding agreement or refundable advance [Section 200.11(D) &(E)]. The City of Palm Bay's 2017 Wastewater Master Plan & 2017 Water Master Plan, both of which are available upon request, identify proposed mainline extensions with the current piping size requirements.
3. A City of Palm Bay "Utility Agreement" shall be executed between the Property Owner and the City. All Utility impact/connection charges noted in the "Utility Agreement" must be paid as outlined in the terms and conditions of the Utility Agreement. All fees are subject to change annually on October 1. The Property Owner shall submit a certified copy of the property deed as verification of ownership as part of the Utility Agreement.
4. All Utility construction, materials, and testing shall be in accordance with the latest revision of the Palm Bay Utilities Department Policies, Procedures, and Standards Handbook and the Standard Detail Drawings.
5. Prior to any construction, all required FDEP Permit applications for the Water and Sanitary Sewer Construction shall be processed through and copies of the Permits filed with the Utilities Department.

**FIRE (Mark Whorton, Fire Consultant):**

1. The maximum distance to a fire hydrant from the closest point on the building shall not exceed 600 ft. (183 m).

2. The maximum distance between fire hydrants shall not exceed 800 ft. (244 m).
3. All motorized gates shall include a Siren Operated Switch and Knox Key Switch backup.
4. All manual gates shall have a Knox Padlock.

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



## AERIAL LOCATION MAP

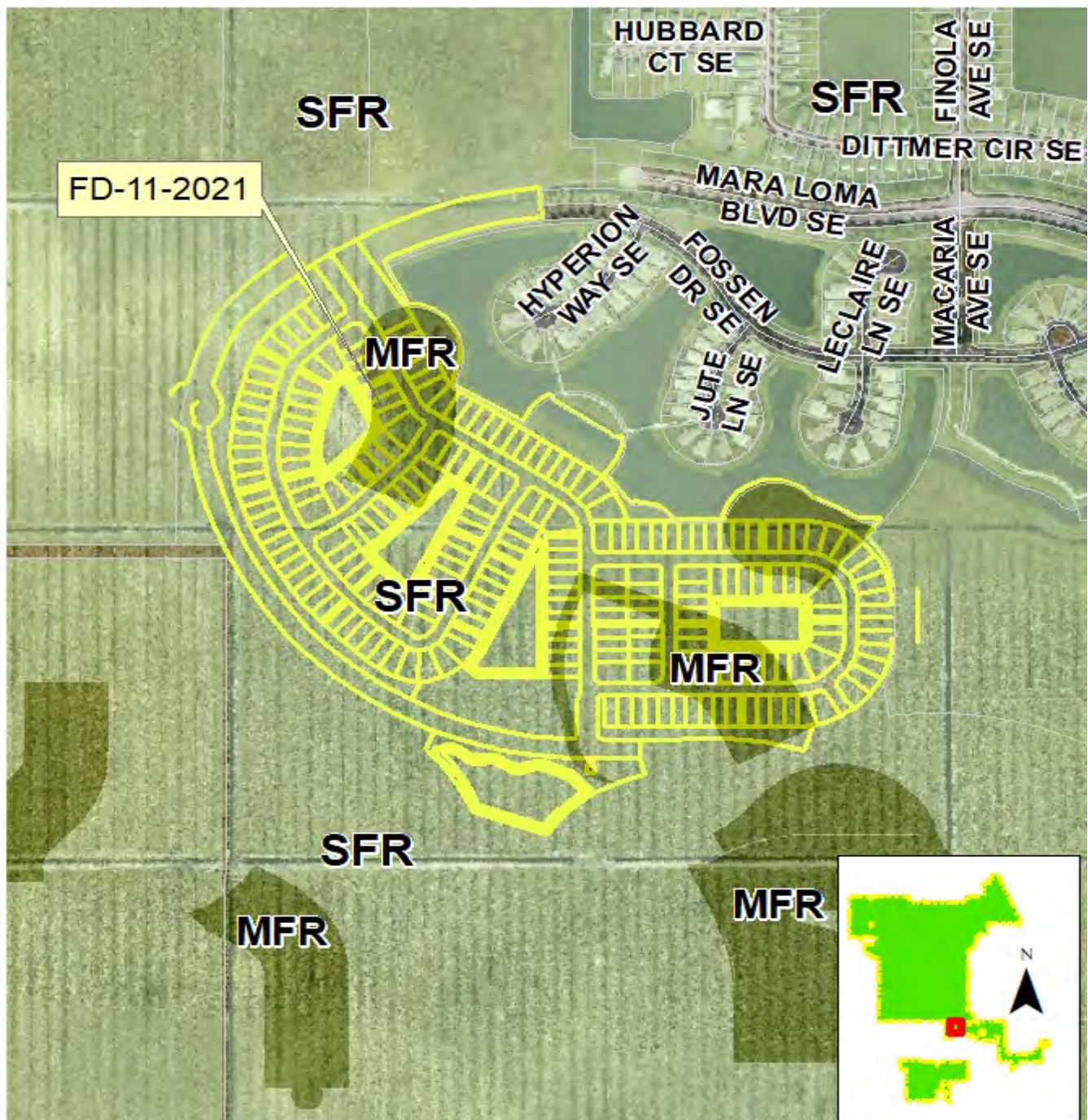
## CASE FD-11-2021

### Subject Property

In the vicinity south of Mara Loma Boulevard 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 FD-11-2021

### Subject Property

In the vicinity south of Mara Loma Boulevard SE.

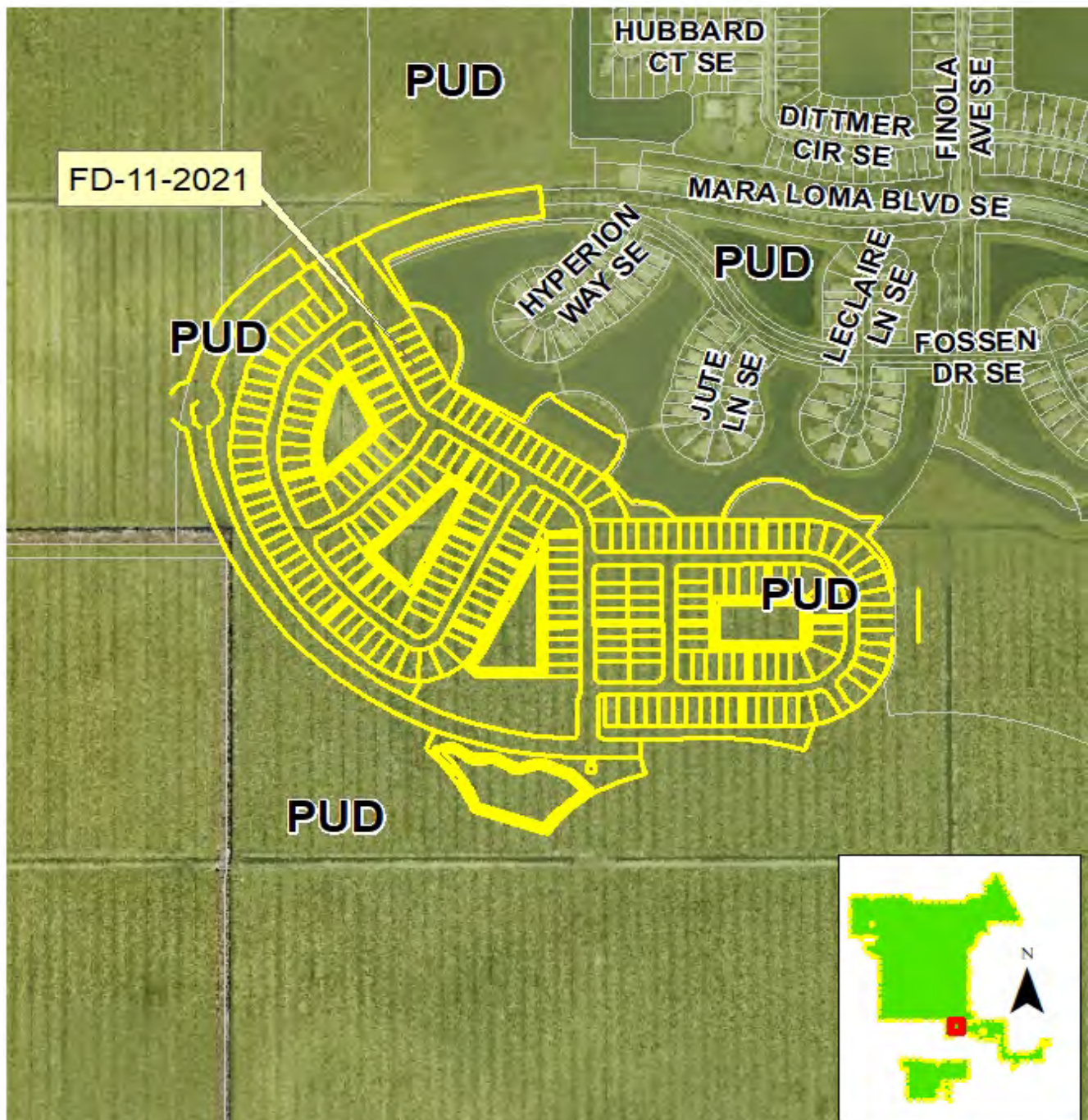
### Future Land Use Classification

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





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



## ZONING MAP

## CASE FD-11-2021

### Subject Property

In the vicinity south of Mara Loma Boulevard SE.

### Current Zoning Classification

PUD – Planned Unit Development District



## LOCATION MAP

NTS



**CONSTRUCTION  
ENGINEERING  
GROUP**  
Consulting Engineers

2651 Eau Gallie Blvd., Suite A  
Melbourne, FL 32935

Tel: 321.253.1221  
www.ceengineering.com  
COA #0006097

## CYPRESS BAY WEST

PALM BAY, FL  
LOCATION MAP

DATE	11/30/20
COUNTY	BREVARD
APPROVED BY	JTW
SCALE	NTS
THIS SHEET	FIG. 1



SECTIONS 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA






PREPARED FOR:  
DR HORTON, LLC

[illegible][illegible]

The top part of the page features the logo for CONSULTING ENGINEERS GROUP, which consists of a stylized blue and white circular emblem with a building-like shape inside. To the right of the emblem, the text "CONSULTING ENGINEERS GROUP" is written in a bold, sans-serif font, with "Consulting Engineers Group, Inc." in a smaller font below it.

Below the logo is a map of the Philippines. A specific area in the central part of the map is outlined and labeled "SITE". To the right of the map, there is a list of locations: "PILIPINAS", "MALAYSIYA", "INDONESIA", "THAILAND", "VIETNAM", "CAMBODIA", "LAOS", "BURMA", "MYANMAR", "SINGAPORE", "MALAYSIA", "INDONESIA", "THAILAND", "VIETNAM", "CAMBODIA", "LAOS", "BURMA", "MYANMAR", "SINGAPORE".

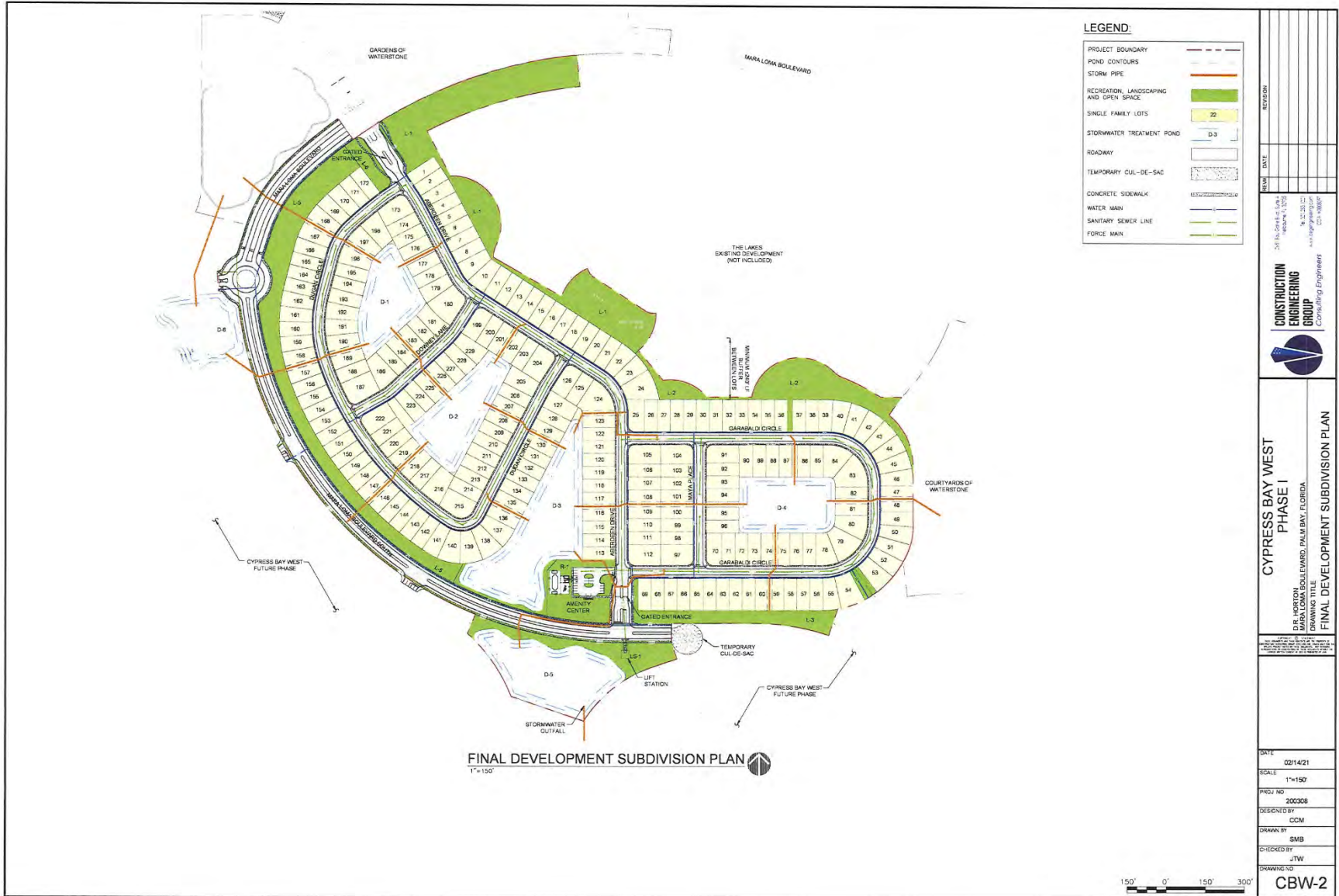


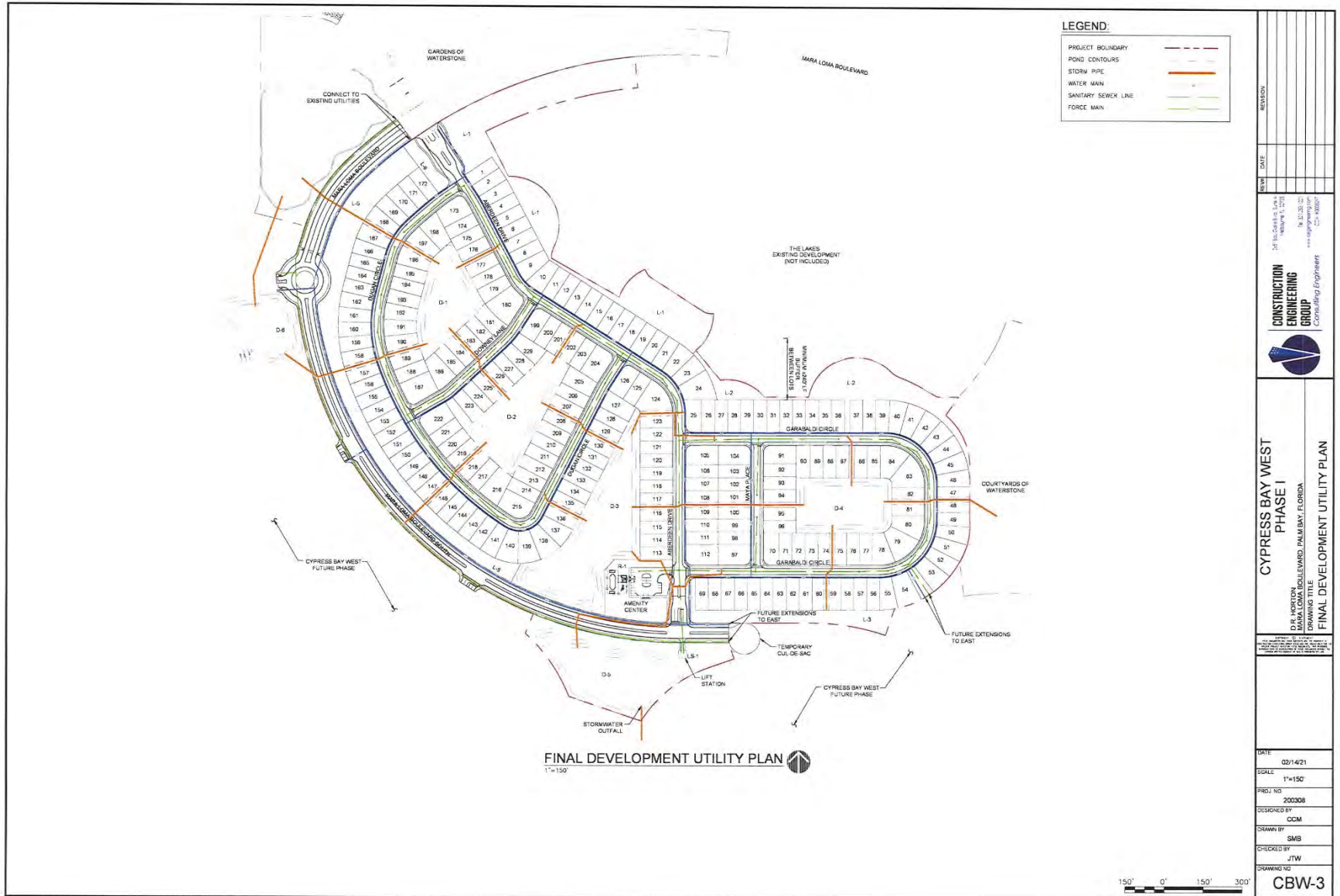
**LOCATION MAP** 

OPEN SPACE REQUIREMENTS	
OVERALL AREA (77.43 ACRES):	
COMBINED ON-SITE PONDS (D-3 AND D-5)	7.04 AC
OPEN SPACE:	12.11 AC
RECREATION AREA:	1.33 AC
PROVIDED:	19.53 AC
REQUIRED:	19.36 AC

\_\_\_\_\_

<p><b>CYPRESS BAY WEST PHASE I</b></p> <p><b>DR. HORTON CONSTRUCTION GROUP</b> 10000 W. BAYVIEW BLVD., SUITE 100 DADE CITY, FLORIDA 34608</p>		<p><b>CONSTRUCTION ENGINEERING GROUP</b> Consulting Engineers</p> <p>3010 S. D. Ave., Suite 100 Tampa, FL 33606 Tel: 813-289-1100 Fax: 813-289-1101 www.construction-engineering.com</p>		<p>DATE</p> <p>02/14/21</p> <p>SCALE</p> <p>N.T.S.</p> <p>PROJ. NO.</p> <p>2003008</p> <p>DESIGNED BY</p> <p>CCM</p> <p>DRAWN BY</p> <p>SMB</p> <p>CHECKED BY</p> <p>JTW</p> <p>DRAWING NO.</p> <p>CBW-1</p>	<p>REVISION</p> <p>NO.</p> <p>DATE</p>
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PRELIMINARY PLAT OF  
**CYPRESS BAY WEST - PHASE 1**

A SUBDIVISION LYING IN SECTIONS 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA.  
 BEING A PORTION OF SECTION 4 AND A "REPLAT" OF A PORTION OF LOTS 32 & 33, SECTION 5, "SAN-SEBASTIAN FARMS",  
 RECORDED IN PLAT BOOK 6, PAGE 77 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PLAT BOOK      PAGE       
 SHEET 2 OF 6  
 SECTIONS 4 & 5 TWP. 30 S., RANGE 37 E.



PRELIMINARY PLAT OF  
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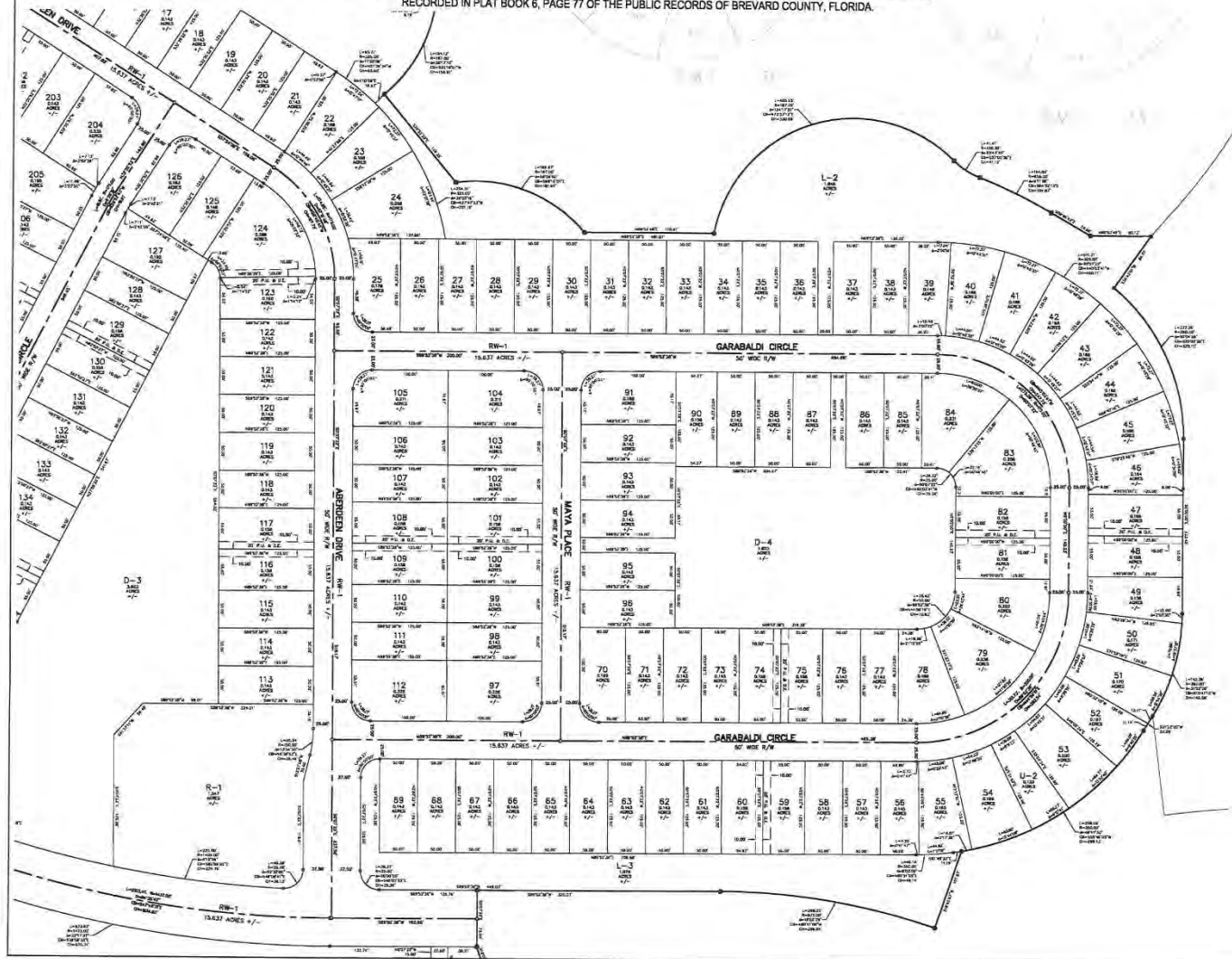
PLAT BOOK      PAGE       
 SHEET 4 OF 6  
 SECTIONS 4 & 5 TWP. 30 S., RANGE 37 E.



PRELIMINARY PLAT OF  
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PLAT BOOK      PAGE       
 SHEET 5 OF 6  
 SECTIONS 4 & 5 TWP. 30 S., RANGE 37 E.



1. THIS PLAT WAS PREPARED BY THE BREVARD COUNTY ENGINEER, BREVARD COUNTY, FLORIDA, AND IS SUBJECT TO THE APPROVAL OF THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS.



PRELIMINARY PLAT OF  
**CYPRESS BAY WEST - PHASE 1**

A SUBDIVISION LYING IN SECTIONS 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA.  
 BEING A PORTION OF SECTION 4 AND A "REPLAT" OF A PORTION OF LOTS 32 & 33, SECTION 5, "SAN-SEBASTIAN FARMS",  
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PLAT BOOK      PAGE       
 SHEET 6 OF 6  
 SECTIONS 4 & 5 TWP. 30 S., RANGE 37 E.



**CYPRESS BAY WEST Phase 1  
Final Development Plan Application  
Compliance and Justification Narrative Report**

**Prepared by:  
Rochelle W. Lawandales, FAICP  
Waterstone Development Company, LLC**

**February 25, 2021**

CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

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**PROJECT: CYPRESS BAY WEST PHASE 1 AT WATERSTONE**

Cypress Bay West Phase 1 is a 229 lot single family subdivision with supporting infrastructure and site improvements including vehicular access, sidewalks, pedestrian/exercise trails, a future amenity center, landscaping, utilities, and stormwater to be located at the west end of the existing Mara Loma Boulevard contained within 77.4 acres +/- . All lots are 50' by 125' in size. Map A shows the project location.

**PROPERTY OWNER:** Waterstone Farms, LLC

**APPLICANT:** DR HORTON and Waterstone Farms, LLC

**EXISTING ZONING:** Planned Unit Development

**FUTURE LAND USE:** Predominately Single Family Residential land use with some Multi-family residential acreage. The proposed use is for all single family residences, which are allowed under the City's Multi-family category.

**REQUEST:**

The applicants seek approval for a Final Development Plan in an existing PUD district zoning for a project to be called "Cypress Bay West Phase 1 at Waterstone", which is a portion of the prior approved Waterstone Master development plan located west of the Lakes of Waterstone.

**This document provides the Compliance and Justification narrative for the Cypress Bay West Phase 1 Final Development Plan (FDP) application. While not required for the FDP, the applicants submit this as competent substantial evidence to support findings of facts for the Planning and Zoning Board and City Council to make in approving the application.**

***EXECUTIVE SUMMARY***

Property owned by Wheeler Farms was annexed into the City in 2004 via Ordinance 2004-35 totaling 1167 acres. The original Future Land Use amendment designating all the lands single family residential was accomplished in 2004 via Ordinance 2004-52 and 1800 residential units could be placed on either Waterstone (west of Babcock Street) or the original acres owned by Wheeler on lands currently known as Cypress Bay Preserve (east of Babcock Street). Site specific conditions were placed on the amendment in Ordinance 2004-48, in Policy FU 8.3 (G), adopted the same date as Ordinance 2004-52. Between 2005 and 2018, a series of 37 future land use map amendments have been made bringing the total units entitled for construction to be over 2,500. The Table 1 below shows the current entitlements.



CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

**Table 1**  
**Current Residential Entitlements**

<b>WATERSTONE AND CYPRESS BAY</b>			
<b>ORIGINAL APPROVALS</b>		<b>WESTSIDE*</b>	<b>EASTSIDE*</b>
As of October 2014 David Watkins' letter		2191	1058**
Less platted (Heron Bay and Lakes)		-296	
Total as of October 2014 David Watkins' letter		1895	1058
Number adjustments required for City failure to process small scale amendments by Divosta:			
		-417	
Less 41 acreage as multifamily @ 10 units per acre			
Plus 41 acres single family @1.5 units/ac		60	
Revised Total as of 2017		1538	1058
<b>2018 and 2019 MODIFICATIONS</b>			
Cypress Bay Farms Residential PUD	(FD 18-2018/ Ord 2019-02 APPROVED JANUARY, 2019)		-396
Courtyards PD	( FD-19-2019/Ord 2019-69 APPROVED JANUARY 2, 2020)	-201	
Waterstone Small Scale Amendments from SF to MF totalling 16.487 acres @ 10 units/ac	(CP-6-7-8-2018 approved by Ordinances 2018-20, 21, 22)	165	
Transfer of 300 to West Side per Original approval and David Watkins letter		300	-300
GRAND TOTAL ALL UNITS AS OF JUNE, 2020		1802	362
*WESTSIDE refers to the area on the west side of Babcock Street known as Waterstone (including Waterstone Farms, LLC and Waterstone Holdings, LLC)			
*EASTSIDE refers to the lands on the east side of Babcock Street referred to Cypress Bay owned by Cypress Bay Farms, LLC			
**300 original units were able to go to west side.			

The Project underwent an ownership change and Pulte (Divosta Division) brought forth a Final Development Plan for the 1167 acres and obtained Final Development Plan approval and PUD zoning in 2005 (See Map C) and began to permit, develop and complete several phases, including Heron Bay and the Lakes of Waterstone, which included 296 units, an elementary school site, and recreational amenities which are built and sold out today. The approval also included concurrency for 900 units, water and sewer, and other infrastructure. Map D shows the original development plan, and the area now proposed for the Cypress Bay West Phase 1.

CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

---

Recent projects will include the Gardens at Waterstone Phase 1, 154 single family units, and this current application for 229 units at Cypress Bay West Phase 1.

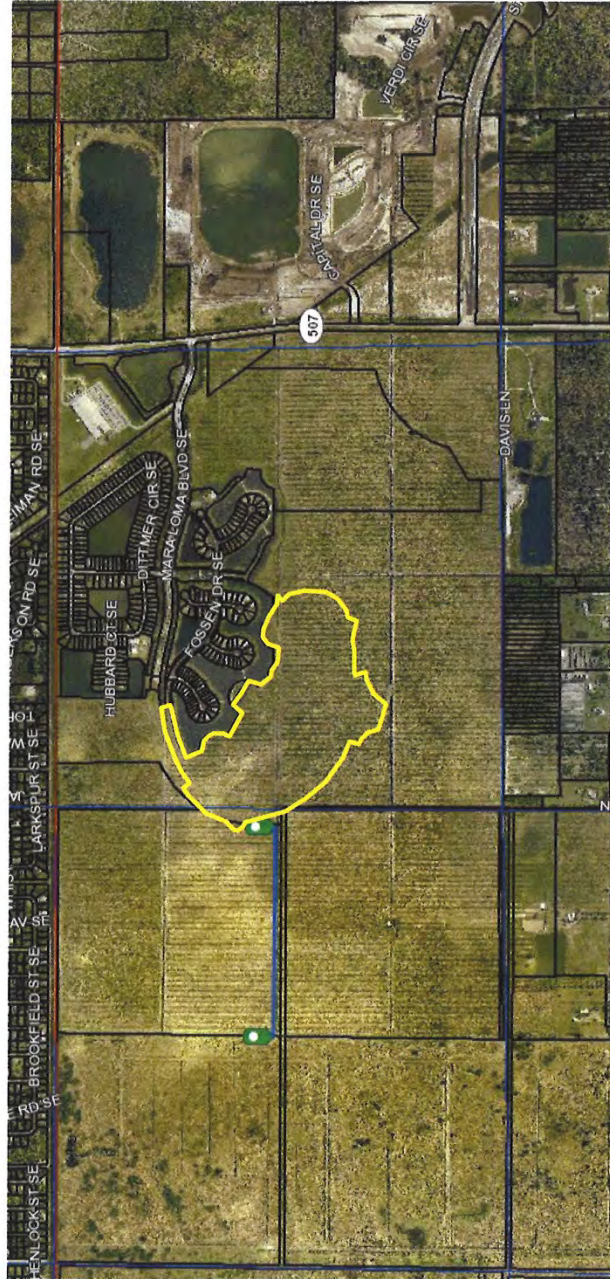
<b>Total unit count as of November, 2020:</b>	<b>1802 units</b>
<b>Less Gardens at Waterstone Phase 1:</b>	<b>154 units (44 acres)</b>
<b>Less Cypress Bay West Phase 1:</b>	<b><u>229 units (77 acres)</u></b>
<b>New Unit entitlement:</b>	<b>1648 units</b>

This new application petitions the City for approval of a Final Development Plan for Cypress Bay West Phase 1, a 229 lot 78+/- acre single family subdivision. Construction would begin after approval of a Final Development Plan, Plat and construction plans and the developer obtaining all permits. Map E shows the design, layout, vehicular and pedestrian circulation, open space, utilities, and stormwater system to meet the code requirements. Full sets of plans are submitted under separate cover by the project engineer, CEG, Inc.



MAP A  
LOCATION MAP

Aerial Photo-Location Map  
CYPRESS BAY WEST PHASE 1



Approximate location of project. Not to Scale. Graphic Exhibit only.

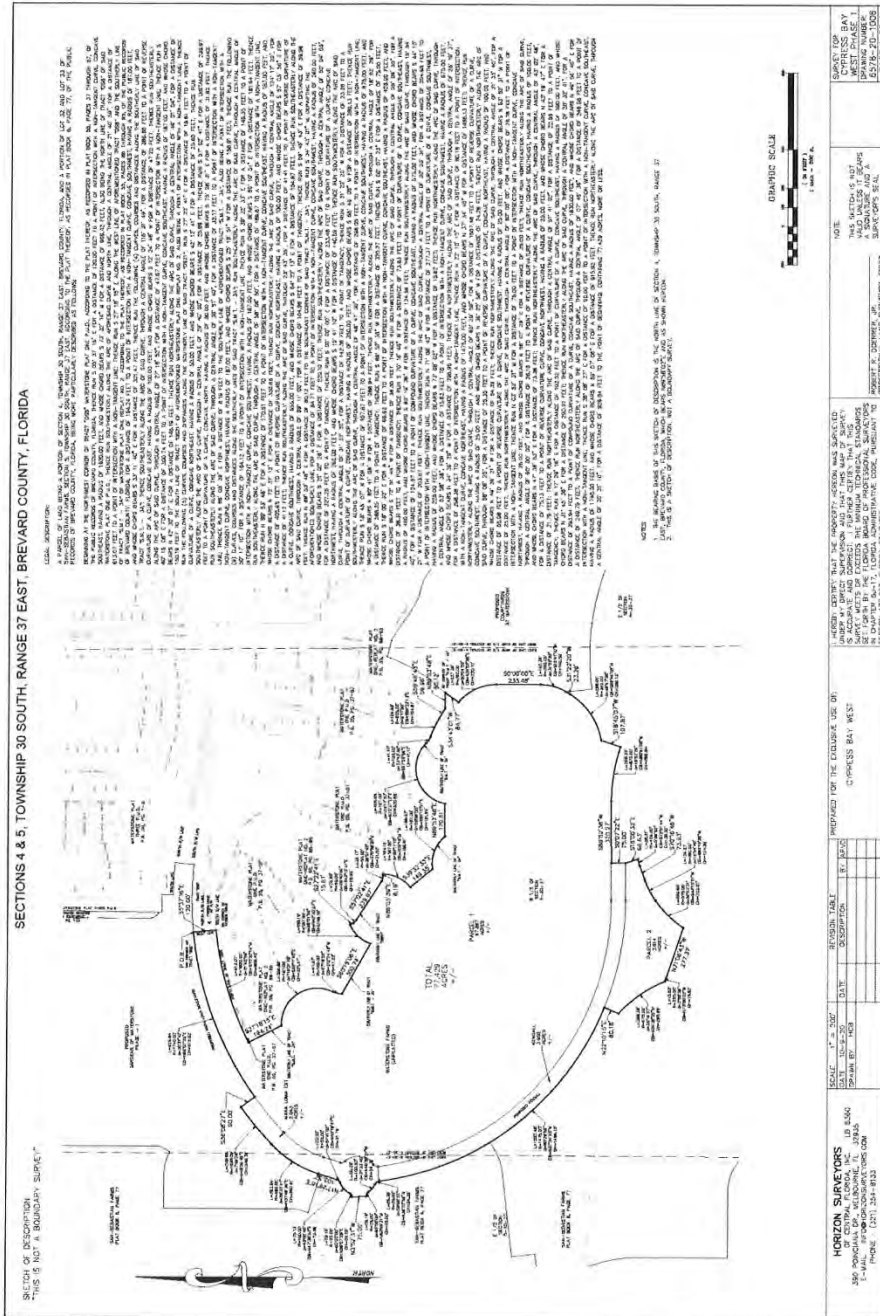
Measure Distance



2,402.9 Feet

Click two or more points on map to draw a line. Double-click last point to end line.

**MAP B**  
**BOUNDARY SKETCH AND LEGAL**









CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

Palm Bay, and with the roadway network now available and more residential units being planned and constructed, the demand for and support of commercial ventures will rise.

A three mile water and sewer main running along Babcock Street from Valkaria Road south to Mara Loma Boulevard was installed completely at the developer's expense for the Waterstone project. In addition, when Mara Loma Boulevard was extended west from Babcock Street approximately 2,600 feet, large force mains, water mains, and three sewer lift stations were installed. All totaled, over \$10 million has been spent over the course of time on infrastructure improvements, including Mara Loma Blvd., 3 lift stations and utilities, permits, traffic/planning/environmental studies, stormwater management, environmental mitigation, and dedication of Rights-of-Way for the Parkway, among other items for the Waterstone project. The City has made commitments to assure future capacity through wastewater plant expansions.

Additionally, over the last 3 years, numerous meetings regarding the Waterstone/Cypress Bay master plans, transportation and infrastructure requirements and improvements, utility needs and extensions, have been held not only with Palm Bay officials and staff, but also with Brevard County, FDOT, Florida Power and Light, environmental regulatory agencies, and others to assure not only the highest quality product, but one that also will be a signature project for the City of Palm Bay.

The remaining land outside of the first phases developed by Pulte Homes is under the ownership of Waterstone Farms, LLC, and Waterstone Holdings, LLC. These companies have been working diligently over the last 10 years and have:

1. Obtained environmental permits from the Army Corps of Engineers and conceptual SJRWMD for the proposed residential areas of Waterstone;
2. Submitted traffic studies to the City and County for the developments planned for Waterstone;
3. Performed a signal warrant study for the Babcock/St. Johns Heritage Parkway (SJHP) intersection; and submitted requests for County permits for driveways and an access management plan for Babcock Street;
4. Obtained Final SJRWMD permits for the Waterstone Commercial Center;
5. Obtained Final PUD approval for Waterstone (lands west of Babcock) in January, 2018;
6. Obtained Conceptual SJRWMD permits for 803 acres under a master stormwater system (on file with SJRWMD);
7. Obtained Final PUD approval for a 283 lot subdivision called the Gardens Phase 1 at Waterstone on June 7, 2018;
8. Obtained Final SJRWMD permit for 101 acres, covering the Gardens Phase 1 at Waterstone, for a the stormwater system to serve the subdivision;
9. Obtained Final PUD approval for 201 lot subdivision called 'Courtyards at Waterstone' in January, 2020. That project is under construction.
10. Obtained Final Development Plan approval for Gardens Phase 1 at Waterstone' in December, 2020.

On January 18, 2018, Waterstone Holdings, LLC, Waterstone Farms, LLC and DR Horton, as co applicants, obtained approval of a revised Final Development Plan amending the 2005 Master Plan for the 763 +/- acres of undeveloped property on the west side of Babcock Street for a 1770 unit residential development. This approval included the Waterstone Commercial Center containing 133 acres fronting Babcock Street and Waterstone at Palm Bay consisting of 604 acres west of the commercial center,

CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

---

south and west of The Lakes at Waterstone and Heron Bay communities for a series of residential subdivisions.

Final Development Plan/Final Plat approval was granted by City Council action on June 7, 2018 for the 'Gardens Phase 1 at Waterstone', a phase of Waterstone in the northwest segment. That project was not adopted properly by the City and became void, rendering the 2018 revised Final Development Plan void and maintaining the 2005 adopted plan.

Map D shows the new proposed Cypress Bay West Phase 1 at Waterstone overlaid on the existing approved Waterstone Final Development Plan.

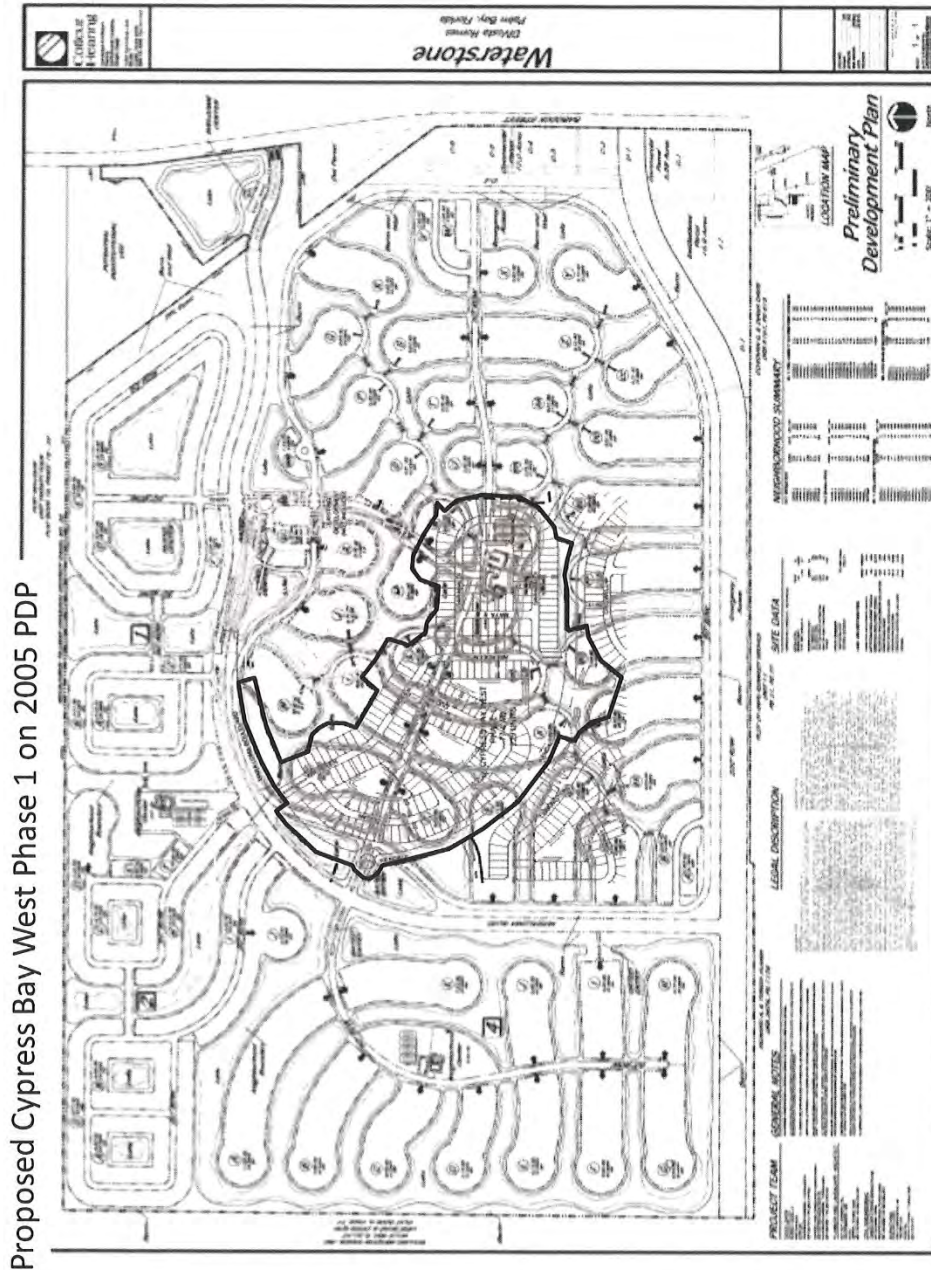
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CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

MAP D

ORIGINAL FINAL DEVELOPMENT PLAN FOR WATERSTONE AT PALM BAY WITH APPROXIMATE  
LOCATION OF CYPRESS BAY WEST PHASE 1



Proposed Cypress Bay West Phase 1 on 2005 PDP

\*Approximate location. Not to scale. Graphic exhibit only.

CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

**FINAL DEVELOPMENT PLAN (Map E) for 'CYPRESS BAY WEST PHASE 1 OF WATERSTONE'**

Cypress Bay West Phase 1 is a 229 lot subdivision, containing all 50' X 125' lots. The project will use a new access point to be created off an extended Mara Loma Boulevard onto a new private road to be called Aberdeen Drive. There are utilities available to service the development and Waterstone retains County traffic concurrency for 249 remaining units to be used by this project.

The following discussion relates specifically to this proposed subdivision and application. Map E shows the proposed Cypress Bay West Phase 1 Final Development Plan. The project data table, Table 2, identifies the number and type of lots, percentages for categorical site areas and improvements, and open space, showing our compliance with the codes for information to be included on a final development plan and open space requirements.

**Table 2  
PROJECT DATA TAKEN FROM MAP E**

**PROJECT DATA:**

**GENERAL STATEMENT:**  
 THE PROPOSED PROJECT CONSISTS OF INFRASTRUCTURE AND SITE IMPROVEMENTS TO ACCOMMODATE A 229 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION INCLUDING VEHICULAR ACCESS, SIDEWALKS, PEDESTRIAN/EXERCISE TRAILS, A FUTURE AMENITY CENTER, LANDSCAPING, WATER, SEWER AND STORMWATER SYSTEMS. IT PROPOSES TO EXTEND MARA LOMA BOULEVARD TO A NEW ROUND-ABOUT AND THEN BECOME KENDALL CIRCLE.

**DEVELOPER:**  
 DR HORTON, LLC.  
 1430 CULVER DR NE  
 PALM BAY, FL 32907  
 TEL: (321) 953-3105

**CIVIL ENGINEER/APPLICANT:**  
 JAKE T. WISE, P.E.  
 2651 EAU GALLIE BLVD, SUITE A  
 MELBOURNE, FLORIDA 32935  
 TEL: (321) 610-1760  
 E-MAIL: JWISE@CEENGINEERING.COM

**SURVEYOR:**  
 AAL LAND SURVEYING SERVICES, INC.  
 3970 MINTON ROAD  
 WEST MELBOURNE, FL 32904  
 TEL: (321) 788-8110

**LOCATION:**  
 SECTION: 04  
 TOWNSHIP: 30  
 RANGE: 37E  
 PARCEL ID: 30-37-04-00-500  
 TAX ACCOUNT: 3000216

<b>SETBACKS</b>	<b>PROPOSED:</b>	<b>LOT COUNT:</b>
FRONT:	25 FT	50'x125' LOTS = 229
SIDE:	5 FT	<b>MAXIMUM BUILDING HEIGHT:</b>
REAR:	20 FT	2 STORY: 25 FT
SIDE CORNER:	15 FT	<b>MINIMUM WIDTHS:</b>
		SIDEWALKS: 5 FT
		RIGHT-OF-WAY WIDTH: 50 FT

**CALCULATED STORMWATER BASIN COVERAGE:**

IMPERVIOUS:	SF	ACRE	PERCENT
RESIDENTIAL (60%):	967,490	22.21	29
ROADWAYS/SIDEWALKS:	523,903	12.03	15
RECREATIONAL AREA:	71,003	1.63	2
TOTAL IMPERVIOUS:	1,562,396	35.87	46
PERVIOUS:	1,477,335	33.91	44
POND:	337,199	7.74	10
TOTAL:	3,376,930	77.52	100

**OPEN SPACE REQUIREMENTS:**  
**OVERALL AREA (77.43 ACRES):**

COMBINED ON-SITE PONDS (D-3 AND D-5):	4.79 AC
OPEN SPACE:	12.03
RECREATION AREA:	2.71 AC
PROVIDED:	19.53 AC
REQUIRED:	19.36 AC



**MAP E**  
**PROPOSED FINAL DEVELOPMENT PLAN FOR CYPRESS BAY WEST PHASE 1 SUBDIVISION**



CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

---

**DEVELOPMENT PHASING**

As it currently stands, the project is one phase.

**DEVELOPMENT SCHEDULE**

The project will commence upon receipt of construction plan approval in 2021. It will take an estimated 3-4 years to build out with an anticipated take down of 90 to 115 units per year.

**CONSISTENCY WITH THE COMPREHENSIVE PLAN and FUTURE LAND USE MAP**

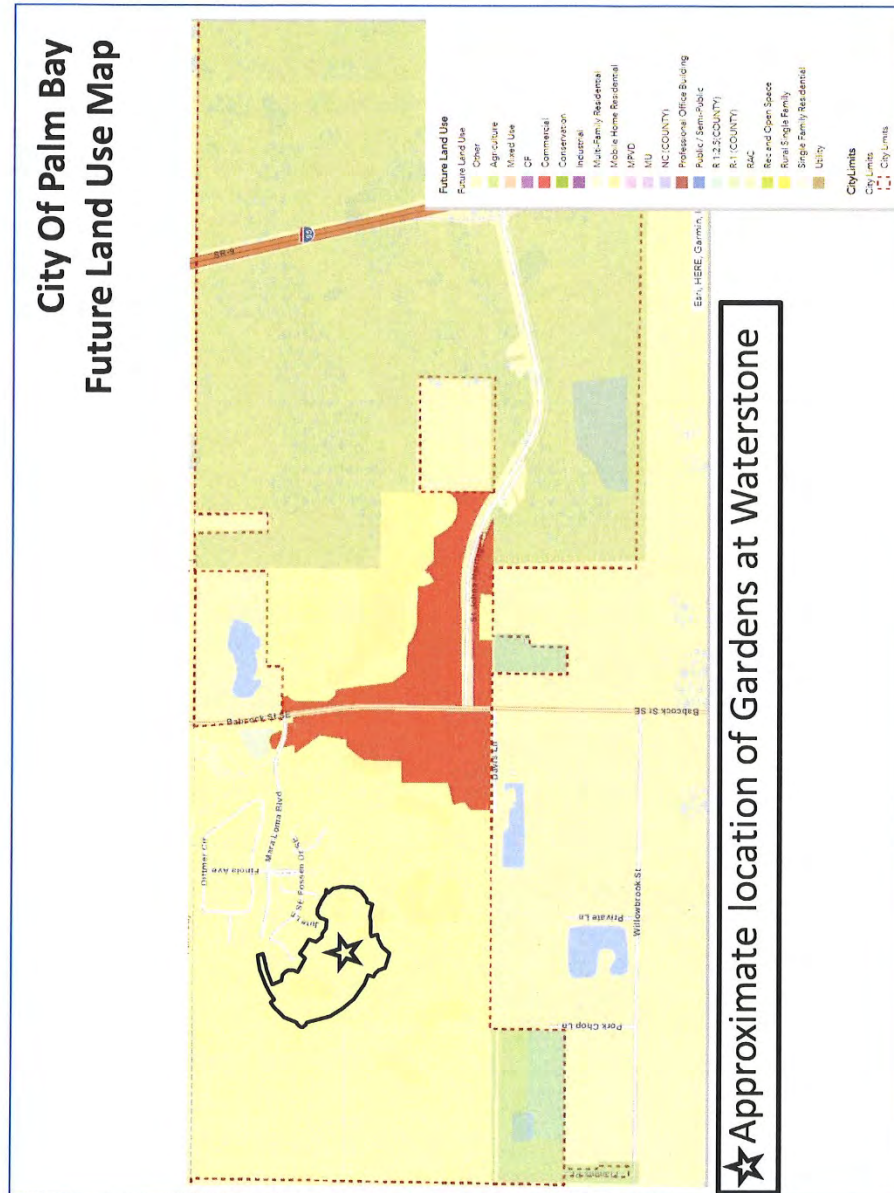
Based upon my knowledge of the City's Comprehensive Plan and its contents, Cypress Bay West Phase 1 Final Development Plan is consistent with the Goals, Objectives and Policies of the Comprehensive Plan and the Future Land Use Map. The City received a compliance determination for the initial approved land uses and subsequent amendments on the property. Those documents are on public record with the City and State Department of Economic Opportunity.

**LAND USE**

Map F, from the City's GIS system, shows a mix of Single Family and Multi-family Residential land uses within the project area. Single family uses are allowed within multi-family land use categories, making no future land use map changes necessary. Cypress Bay West Phase 1 is a single-family subdivision, including ancillary infrastructure, stormwater management, open space and recreational amenities. Stormwater or lands devoted to infrastructure can be done in any category. Therefore, the project site and single family uses are in conformance with the City's Comprehensive Plan, Future Land Use Map and Existing Zoning Map

CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

MAP F  
FUTURE LAND USE MAP FROM CITY WEBSITE





CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

Figure 1 below also shows the land uses within the City's Study Area Boundary taken from the Comprehensive Plan in the City's website. Figure 2 shows the project is contained within the urban service boundary.

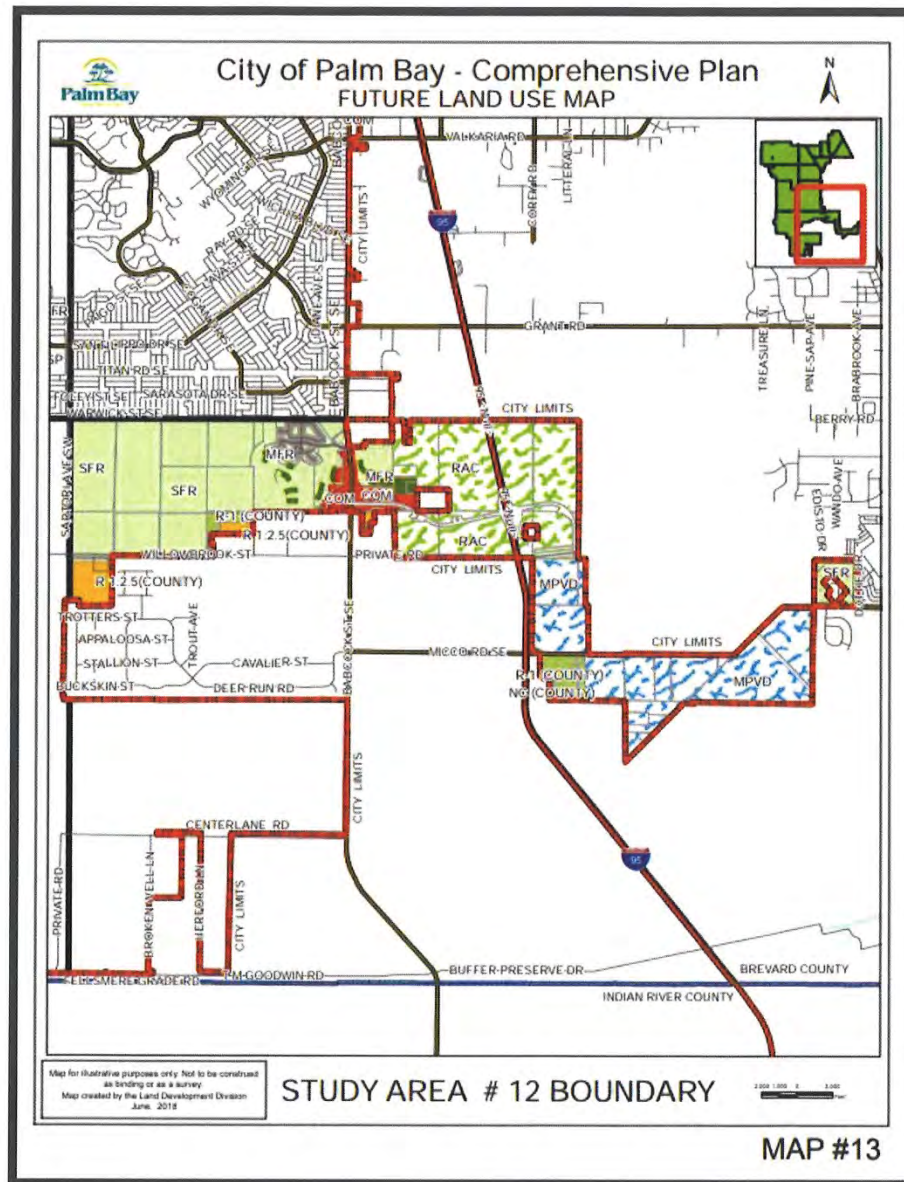


Figure 1: Future Land Use Map taken from the City's Comprehensive Plan on the City of Palm Bay Website, April, 2019



CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

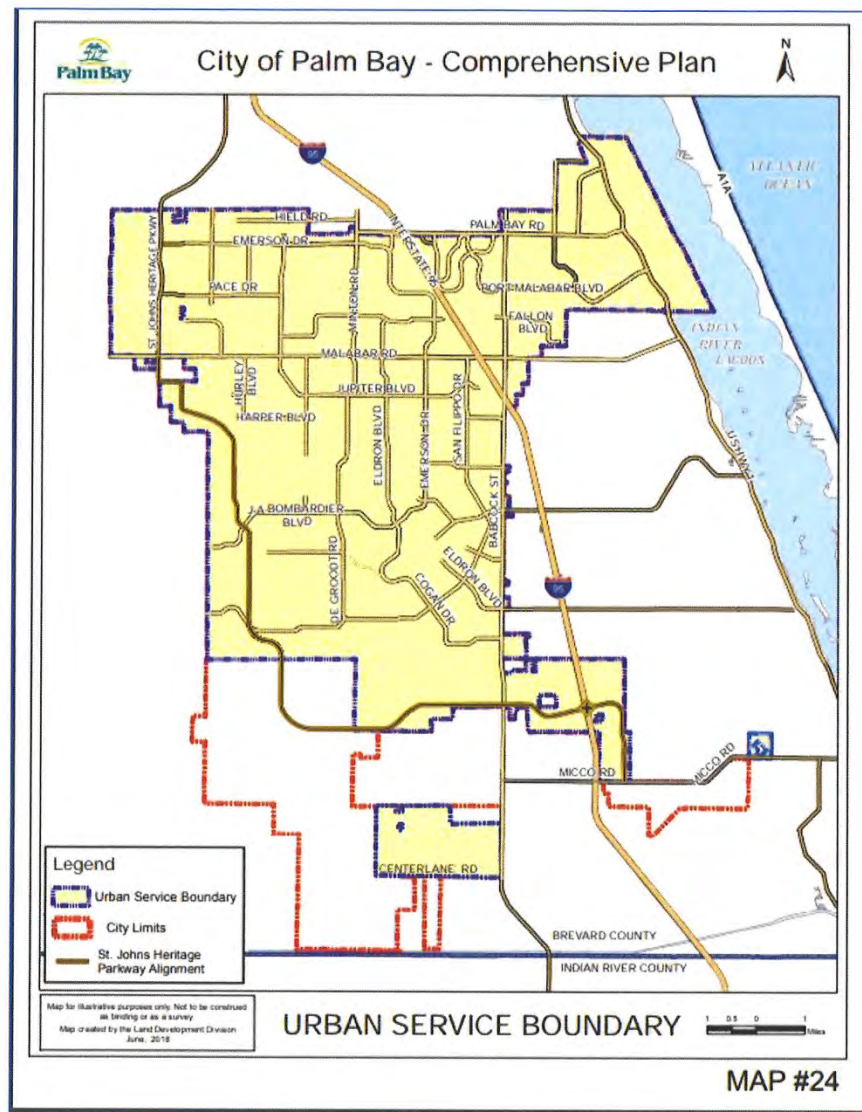


Figure 2 Urban Services Boundary Map adopted by the City in the EAR, October 2017; as shown on the City of Palm Bay website, April, 2019.

The following Objectives or Policies are implemented via this proposed development plan:

- OBJECTIVE FLU-1.3 Land Development Regulations shall provide for planned unit developments, planned commercial developments, planned industrial developments, planned residential developments, and mixed-use developments.

CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

- POLICIES FLU-1.3A The City shall continue to implement Land Development Regulations for Planned Unit Developments.
- OBJECTIVE FLU-1.4 Establish an Urban Service Area to control urban sprawl.
  - POLICIES FLU-1.4A The Urban Service Area maps shall be adopted for the ten-year time frame of the Comprehensive Plan as depicted in the adopted Urban Service Boundary Map.
- OBJECTIVE FLU-2.1 By 2001, adopt land development regulations which create a full range of types and styles, including planned unit developments, multi- family housing, ranges of single family densities, and mixed use with residential/nonresidential consistent with the needs of all age groups, incomes and lifestyles.
  - POLICIES FLU-2.1A The Zoning Code shall be amended to provide for a variety of types and densities of residential development in conformance with this Element and the Future Land Use Map.
  - POLICIES FLU-2.1B Continue to utilize Planned Unit Development (PUD) techniques to protect environmentally sensitive areas, protect amenities, and mitigate flood hazards.
- OBJECTIVE FLU-2.2 Residential development which can be served by public and community services meeting all LOS standards.
  - POLICIES FLU-2.2A Base residential development decisions on the adopted LOS standards for community facilities and services, the Future Land Use Map, and the policies of the Comprehensive Plan.
  - (Original Wheeler) FLU-8.3G The following special conditions shall be applicable to Case No. CP-12-2003 adopted by City Council as Ordinance No. 2004-52.
    1. Maximum residential density is capped at 1,800 residential units. **(THIS HAS INCREASED OVER TIME DUE TO 37 LAND USE AMENDMENTS)**
    2. A future school site be designated on the property at a suitable location and of suitable size as determined by negotiation between the developer and the Brevard County School Board. **(SCHOOL SITE CONSTRUCTED-SUNRISE ELEMENTARY)**
    3. The developer is required to identify and apply for the necessary Future Land Use Map amendment to provide commercial and public/semipublic uses necessary to service the proposed development within 5 years or prior to development of 600 units, whichever occurs first. **(133+/- ACRES HAVE BEEN DESIGNATED FOR COMMERCIAL LAND USE)**

**CITIZEN PARTICIPATION/COUNTY COORDINATION**

Several meetings have been held with the existing HOA's of Waterstone, and a Neighborhood meeting was held for the Cypress Bay West Phase 1 Preliminary Development Plan phase of the project. Minutes were provided to the City. Labels for notifying everyone within 500' are provided to the City for mailing the courtesy notice.



CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

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**JOINT PLANNING AGREEMENT**

The City's Growth Management staff regularly distributes the required courtesy copies of documents to the County planning staff pursuant to a 2016 Joint Planning Agreement.

**UTILITIES**

The development will connect to City water and wastewater. One additional lift station is proposed to be extended into the development from Mara Loma Boulevard to provide utility services. The City has long planned for an expansion to its wastewater plant and has made expansions to the water plant. The City recently approved the staff to proceed with planning/design/permitting of the expansion.

**STORMWATER/DRAINAGE**

The project will be required to meet all environmental resource and consumptive use permitting requirements in order to be constructed. All retention areas shall be owned and maintained by the residential homeowners association and shall be permitted through the Water Management District. During the construction plan phase, the project will be designed to meet all pre and post development stormwater management as currently by the various agencies and the City by obtaining all required permits.

**ENVIRONMENTAL CONDITIONS**

A former grove, there are no environmental issues, no trees, no habitat or endangered species, no wetlands, or other known environmental issues on the proposed subdivision's lands. The property was originally a citrus grove. It was later converted into the existing cattle pasture. The proposed project is designed to and will be consistent with the following Goals, Objectives and Policies of the City's Comprehensive Plan.

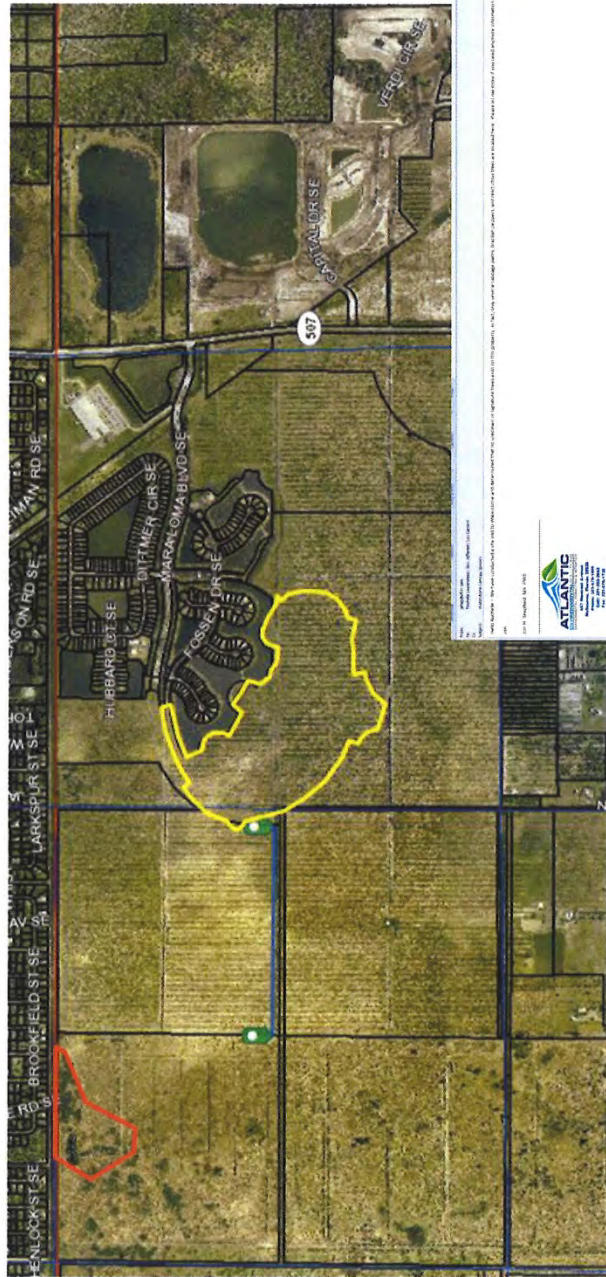
GOAL FLU-6 Wise and efficient use of the City's natural resources.

- OBJECTIVE FLU-6.1 An intensity and distribution of land use and development which minimizes the impact on the natural environment.
  - POLICIES FLU-6.1A Land use decisions shall be based upon the support capability of the natural environment as determined by conformance to the Floodplain Management Ordinance, the Stormwater Management and Conservation Ordinance, the Trees and Shrubbery Ordinance, and the Zoning Ordinance.

Map G, Environmental Conditions, shows via a recent aerial, the cleared land and current conditions of this project. A recent report provided by AES conducted for another Waterstone project states the possible existence, as determined by SJRWMD, of a Crested Caracara on adjacent property, over 2500' away, owned by others. The AES report demonstrates that there are no specimen or signature trees on the property.

Map G  
Environmental Conditions

## Environmental Conditions



AES Environmental Study of the Gardens at Waterstone Phase 1, a recent project in the vicinity, found no known habitats for any protected bird species. The email from Jon Shepherd, dated April 17, 2018, shows no specimen or signature trees. Of note, SJRWMD requested and provided a map, (emails and maps included in the AES report) a determination of the existence of the Crested Caracara, previously known to frequent the adjacent property, in an approximated area **shown in red**. The Cypress Bay West Phase 1 project (**shown in yellow**) is 2400' +/- away from the adjacent property.



CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

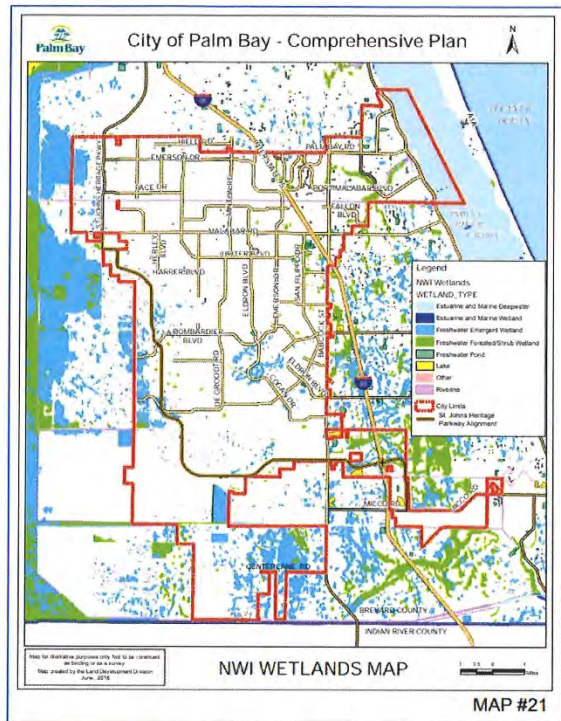


Figure 3 Comprehensive Plan Wetlands Map, dated June, 2018, taken from the City of Palm Bay's website, April, 2019

#### TRANSPORTATION CONCURRENCY AND MOBILITY

In 2005, traffic concurrency was approved by the City and County for 900 residential units, Sunrise Elementary School, and the current intersection of Mara Loma and Babcock St. Of those approved 900 units, 296 units have been used for Heron Bay and the Lakes of Waterstone. Courtyards at Waterstone used 201 units. From the 403 available, Gardens at Waterstone Phase 1 will use 154, and Cypress Bay West Phase 1 will use 229 units, leaving 20 units of the original 900. Street names have been approved by the Brevard County Address assignment office and are on file with the City's Planning Department.

The PD application requires a vehicular circulation plan, which is shown as part of the development plan. Owners of another nearby project called the Gardens at Waterstone Phase 1, PB & J Investments, LLC, are extending Mara Loma Boulevard from the current pavement west to go west of and past their proposed subdivision at Granger Circle. DR Horton will extend Mara Loma Boulevard past the intersection of their new subdivision on Aberdeen Drive. Aberdeen Drive will be a gated entry. Mara Loma Blvd is intended to stop at a new traffic circle west of Aberdeen Drive. It will continue with a new name: **Mara Loma Boulevard South**. Mara Loma Boulevard South will be brought south and east to connect with another new roadway entrance off the Babcock Street Intersection at the St. Johns Heritage Parkway to be called Journey Boulevard.

Figures 4 and 5 are taken from the City's Comprehensive Plan as found on the City's website. If the project is found to contain any wetlands, species or habitat, or be in a Flood Zone, the owner will comply with the various Fish and Wildlife, SJRWMD, FEMA or other agency requirements and obtain requisite permits.



Figure 4 Comprehensive Plan FEMA 100 Year Floodplain Map,



CYPRESS BAY WEST PHASE 1  
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All streets within the Cypress Bay West Phase 1 project are to be private and amenities will be maintained by the Cypress Bay West 1 Homeowners Association, Inc. Mara Loma, as a 2 lane collector, has capacity and meets concurrency requirements to serve the new subdivision. The existing section of Mara Loma has been dedicated to the City. It has not yet been determined by the Developer whether the extension of the existing Mara Loma roadway will be dedicated to the City.

Traffic studies by Lassiter Transportation Group have been submitted by the owner to the City and County for Waterstone for all projects since 2006 and beyond. Those studies are on record with the Growth Management Department of the City of Palm Bay and Brevard County Public Works. A memorandum from Lassiter Transportation Group regarding the Waterstone project's concurrency is on file with the City. More recently, LTG conducted a Signal Warrant Analysis for the intersection of Babcock Street and Mara Loma which was submitted to the City and County for review and comment. Comments from the County are still pending.

**SCHOOL CONCURRENCY**

The owners worked with the School Board on land for an elementary school, and Sunrise Elementary is now open and serving the public. There are no other schools to be provided by Waterstone as a result of the proposed project. School Capacity and Concurrency applications have been completed by the applicant for this submittal. The City is responsible for submitting the application and required Local Determination form to the School Board.

**OPEN SPACE/RECREATION/AMENITIES**

Cypress Bay West Phase 1 will have a neighborhood park, passive recreation areas, all under control of the Cypress Bay West Phase 1 Homeowners Association, Inc. The recreation areas will be used by all homes in the Cypress Bay West Phase 1, and the future phases 2, and 3. However, part of the recreation area is being approved as part of Phase 1. Approximately 20 acres are dedicated to open space and recreation, including retention areas.

**DEVELOPMENT STANDARDS AND GOVERNANCE**

**Section 185.061 (A)** The planned unit development is a concept which encourages and permits variation in residential developments by allowing deviation in lot size, bulk or type of dwellings, density, lot coverage, setbacks, open space, and other Land Development Regulations and open space from than required in any one (1) residential land use classification under the zoning regulations of the city. The purpose of a planned unit development is to encourage the development of planned residential neighborhoods and communities that provide a full range of residence types as well as commercial uses designed to serve the inhabitants of the planned unit development. It is recognized that only through ingenuity, imagination and flexibility can residential developments be produced which are in keeping with the intent of this subchapter, while departing from the strict application of conventional use and dimension requirements of other zoning districts and subdivision regulations." (Source: City Code, American Legal Publishing)

The project's zoning of Planned Unit Development gives the owner the ability to establish and restrict the allowable uses within the project and set the development standards. This will be done through Declaration of Covenants, Bylaws and Articles of Incorporation for the Homeowners Association provided in the Final Development Plan application package submittal. There will also be areas that are dedicated to the public and governed by either a regulatory agency or local government (streets and

CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

utilities). Subdivisions will be governed by the City and Chapter 177 Florida Statutes. Building permits and construction plan approval will be required by the City.

Therefore, this entire PUD has been creatively designed to assure a diverse mix of residential units and styles with non-residential, institutional, and commercial uses located along the Babcock frontage under separate ownership that serve the community and region. The Cypress Bay West Phase 1 will provide Deed restrictions with during construction plan permitting o provide for specific uses, development standards, architectural and site design features, required landscaping/ lighting/ signage/ materials, architectural review boards, maintenance, and the like. The project has been designed to be consistent with the Comprehensive Plan and Land Development Codes, and compatible with the surrounding area.

The following is a general overview of the proposed uses, as well as dimensional information.

**GENERAL RESIDENTIAL USES**

The proposed project is a subdivision within a planned unit development zoning district consisting solely of 229 single family homes on 50' X 125' (on average) lots, ancillary recreation, utilities, and infrastructure. Residential uses will be controlled by the Deed Restrictions which are submitted with this application for Final Development Plan approval. A Homeowner's Association will provide for maintenance.

**Single Family Minimum Yard requirements (Setbacks):**

All single family:

Front Yard:	25 feet
Rear Yard:	20 feet
Side yard:	5 feet
Side Corner:	15 feet
Pool Setback:	5 feet

**Single Family Height: 2 stories (25 feet)**

**COMPATIBILITY WITH SURROUNDING AREA**

The project is being placed on former groves and is a phase of a Master Planned community approved and started in 2005. Heron Bay and the Lakes of Waterstone are 2 subdivisions that have been constructed containing 296 units. Courtyards at Waterstone (201 units) is under construction. Gardens at Waterstone Phase 1 received Final Development Plan approval in December 2020, with construction anticipated to start by the 2nd quarter 2021, depending on permitting. Although different owners, all of these projects are similar in style, price, and lot sizes.

Homes on the Cypress Bay West Phase 1 50' lots will be 1600 square feet minimum. This project will be compatible in style, type, value, and amenities with its surrounding area, including the large scale planned Regional Activity Center 'Emerald Lakes; (approved in 2011 and 2016) and Cypress Bay PUD (2018) to the east. With over 1600 units remaining to be developed in the Waterstone project, the developers will not build any product that will destroy the future potential of various planned subdivisions. Therefore, the Cypress Bay West Phase 1 will be comparable to and compatible with the



CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

remaining subdivisions with the planned development in size, scale, character, intensity, and design as well.

**COMFORMANCE WITH LAND DEVELOPMENT CODE (REVIEW CRITERIA)**

All of the lands in Waterstone are zoned Planned Unit Development. The applications submitted for the Cypress Bay West Phase 1 project received approval of the Preliminary Development Plan, which modifies the approved 2005 Master Development Plan. This submission seeks to obtain *approval of a Final Development Plan for the specific area of the Cypress Bay West Phase 1.*

This document and narrative demonstrates how the Cypress Bay West Phase 1 project is consistent with the Comprehensive Plan, compliant with Land Development Code, and meets the review criteria in Chapter 185.066 of the City's Code, warranting approval. Since the project is zoned Planned Unit Development Zoning, a rezoning is not required.

**FINAL DEVELOPMENT PLAN COMFORMANCE WITH LAND DEVELOPMENT CODE (REVIEW CRITERIA)**

This justification narrative is part of the documents submitted with the Final Planned Unit Development application materials and is provided as expert testimony for the record that the project is consistent with the Comprehensive Plan, compliant with Land Development Code, and that the project justified under the City's Land Development Code. The Planning and Zoning Board found that the project as proposed under the preliminary development plan met the review criteria in Chapter 185.066 of the City's Code, warranting approval.

The Cypress Bay West Phase 1 PUD submittal includes all the required documents and exhibits requested under the code and required as a condition of approval of the Preliminary Development Plan.

To reiterate, the justification provided and found to be favorable by the Planning and Zoning Board and City Council during the preliminary review phase were as follows:

(a) Degree of departure of proposed planned unit development from surrounding residential areas in terms of character and density.

**JUSTIFICATION:** Cypress Bay West Phase 1 is part of an approved project and plan that was given Planned Unit Development Zoning in 2005. The project is west of the built subdivisions of Heron Bay and southwest of the Lakes of Waterstone, which were begun by Pulte/Divosta around 2006. Completed with 296 homes and an elementary school, utilities are permitted, sized and installed to serve the entire planned development in lines run from Valkaria Road to Mara Loma Blvd, and 2600' feet of Mara Loma Blvd is constructed and dedicated. The Cypress Bay Preserve project, located across Babcock Street, was approved in 2019 and is owned by the same developers and contains the same type of amenities and design features. Therefore, there is complete compatibility with the existing surrounding developments.

Land use entitlements exist on 1200+/- acres straddling both sides of south Babcock Street. The proposed project is one of several large scale developments stimulated and supported by the new I-95 interchange and Parkway. Therefore, there is little departure from the current or proposed residential areas by the proposed project, which is in complete conformance with the character, density, and intensity of development approved by the State and City for this area.

(b) Compatibility within the planned unit development and relationship with surrounding neighborhoods.



CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

**JUSTIFICATION:** Projects on adjacent lands have received City and/or State approval for similar mixed use, large scale developments with commensurate land use and zoning. As an extension of the original planned development, Cypress Bay West Phase 1 is compatible in size, scale, character, intensity, and design with both built subdivisions and future planned subdivisions.

(c) Prevention of erosion and degrading of surrounding area.

**JUSTIFICATION:** Cypress Bay West Phase 1 will meet all required agency permitting processes and procedures and create no off-site drainage issues. Final St. John's River Water Management District, FDEP, or other state agency Permits are required and will be filed with the City .

(d) Provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control and soil conservation as shown in the Final development plan.

**JUSTIFICATION:** The original Waterstone Development provided land for an elementary school, Sunrise Elementary, which is open and serving the public. There are no other schools to be provided by Waterstone. Cypress Bay West Phase 1 will have on site recreation amenities for use by its residents. All utilities will be planned for and installed by the developer(s), approved by the City, served by the City and permitted by the required Agencies. All required environmental permits will be obtained through the respective agencies. Currently, *ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT PERMIT # 96251-22* gives conceptual approval to the master planned drainage system for the Cypress Bay West Phase 1 and surrounding 600 acres +/- . That permit is on public record and filed with the City.

(e) The nature, intent and compatibility of common open space, including the proposed method for the maintenance and conservation of the common open space.

**JUSTIFICATION:** The overall Waterstone and Cypress Bay West project's residential areas will ultimately provide approximately 180 acres +/- of recreational and open space amenities in both active and passive recreational areas. The Cypress Bay West Phase 1 will have its own smaller localized recreation areas that may include such elements as tot-lots and other active or passive play amenities, and may contain fountains, gazebos, and trails. A 'Cypress Bay West Phase 1 Homeowners Owner's Association, Inc.' (HOA) will be responsible for operation and maintenance of the amenities within the residential areas.

(f) The feasibility and compatibility of the development plan to function as an independent development.

**JUSTIFICATION:** Each neighborhood within the Cypress Bay West projects will function on its own. Utilities provided by the owner to serve the existing Cypress Bay West community will serve this project. The Cypress Bay West Phase 1 will have deed restrictions, HOA, articles of incorporation and by-laws, permits, and a recorded plat.

(g) The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed planned unit development.

**JUSTIFICATION:** Numerous Traffic Studies by Lassiter Transportation Group analyzing the roadway impacts and what improvements are necessary have been submitted over the years and are on file with the City and County. A recent traffic signal warrant study was submitted to the City and Brevard County. It is still under County review and no comments have been received to date. Brevard County

CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

is conducting a PDE for widening of the roadway. The new interchange and Parkway is open. There is adequate roadways to support the project.

(h) The availability and adequacy of water and sewer service to support the proposed planned unit development.

**JUSTIFICATION:** Cypress Bay West Phase 1 will utilize the lines provided for the existing Waterstone Communities and tie into the City's water and wastewater system. The City has begun the long planned expansion to its wastewater plant and has made expansions to the water plant. The City will be the provider of the requisite services. The owner's engineer, CEG, working in concert with the City's Utilities department, has been advised that there is capacity available to serve this project.

(i) The benefits within the proposed development and to the general public to justify the requested departure from standard land use requirements inherent in a planned unit development classification.

**JUSTIFICATION:** Unlike using singular zoning districts and subdivision practices, Cypress Bay West Phase 1 is planned to be a quality, integrated, creative development similar in style and value to the existing Waterstone, Cypress Bay Preserve and Bayside Lakes Subdivisions. Landscaped roads, themed signage, entry features, underground utilities, and deed restrictions will dictate and govern the uses, standards, character and quality of the development. In most cases, the requirements will be stricter than the City code. Because it's within the PUD district, there is greater control and quality than in a single development zone.

(j) The conformity and compatibility of the planned unit development within any adopted development plan of the city.

**JUSTIFICATION:** This project is in compliance with the Comprehensive Plan of the City.

(k) The conformity and compatibility of the proposed common open space, primary residential and secondary nonresidential uses within the proposed planned unit development.

**JUSTIFICATION:** This project includes active and passive recreational uses for common enjoyment by the residents. There are no commercial uses within the proposed Cypress Bay West Phase 1 development.

#### **CONCLUSION**

Several supporting documents are included in the Appendices and as part of the application. Exhibits required by the applications are under separate cover. Based upon my review of the documents, in my opinion, as a Fellow of the American Institute of Certified Planners, with 40 years of professional planning practice in the state of Florida, the proposed Cypress Bay West Phase 1 Final Development Plan is:

- consistent with the Planned Unit Development Zoning Classification currently on the property,
- consistent with the Comprehensive Plan,
- compliant with the City's land development code, and ,
- compatible with the surrounding community.

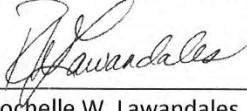
This narrative report, required by the application, is intended to serve as substantial competent evidence and testimony in all public hearings or proceedings related to the Cypress Bay West Phase 1.



CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

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Respectfully submitted,



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Rochelle W. Lawandales, FAICP  
Waterstone Development Company, LLC

CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

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**MAPS AND FIGURES**

**MAPS**

- MAP A: CYPRESS BAY WEST PHASE 1 LOCATION MAP**  
**MAP B: BOUNDARY SURVEY**  
**MAP C: CITY ZONING MAP**  
**MAP D: ORIGINAL FINAL DEVELOPMENT PLAN FOR WATERSTONE AT PALM BAY  
WITH APPROXIMATE LOCATION OF CYPRESS BAY WEST PHASE 1**  
**MAP E: CYPRESS BAY WEST PHASE 1 FINAL DEVELOPMENT PLAN**  
**MAP F: CITY FUTURE LAND USE MAP**  
**MAP G: ENVIRONMENTAL CONDITIONS**

**FIGURES**

- FIGURE 1** Future Land Use Map taken from the City's Comprehensive Plan on the City of Palm Bay Website, April, 2019  
**FIGURE 2** Urban Services Boundary Map adopted by the City in the EAR, October 2017; as shown on the City of Palm Bay website, April, 2019.  
**FIGURE 3** SJRWMD Permit covering the proposed 44 acre project  
**FIGURE 4** Comprehensive Plan Wetlands Map, dated June, 2018, taken from the City of Palm Bay's website, April, 2019  
**FIGURE 5** Comprehensive Plan FEMA 100 Year Floodplain Map, taken from the City of Palm Bay's website, April, 2019

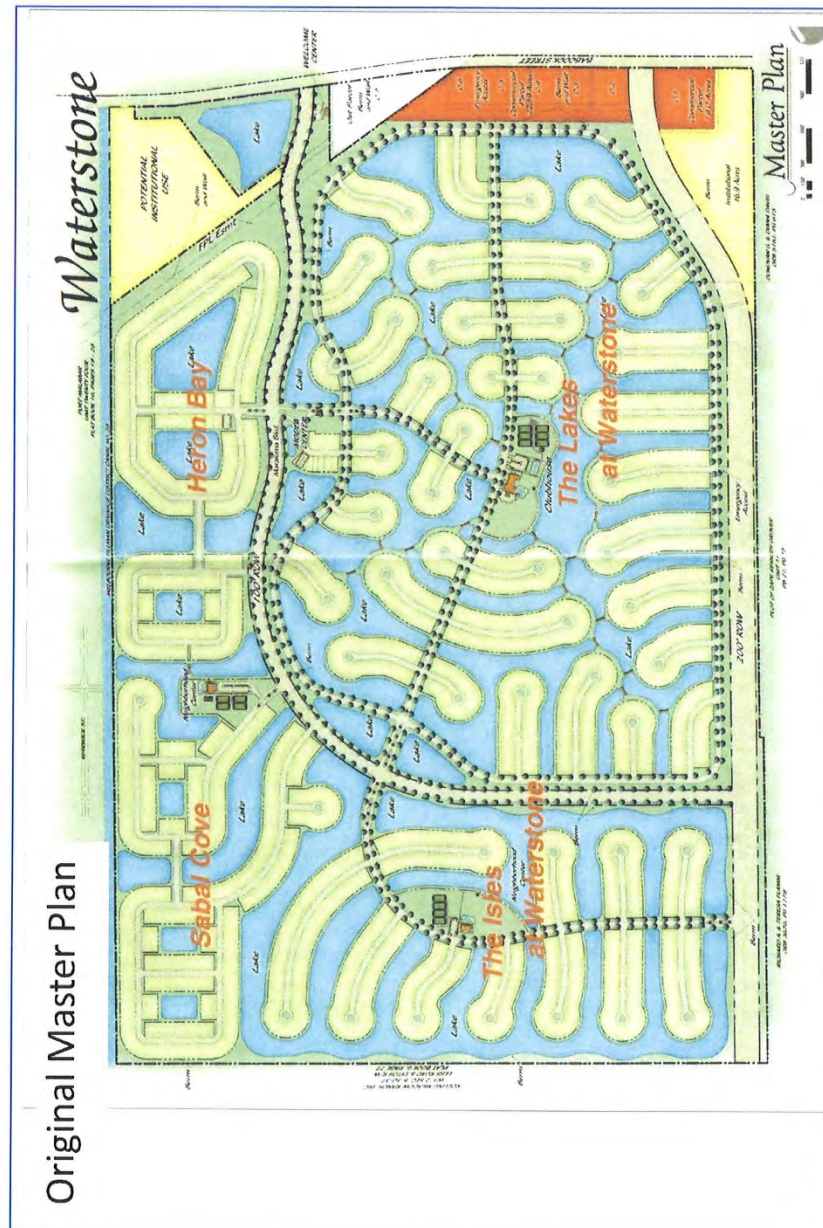
**APPENDICES, included and by reference:**

- 1. APPROVED FINAL DEVELOPMENT PLAN 2005 ESTABLISHING ZONING**
- 2. CYPRESS BAY WEST PHASE 1 FINAL DEVELOPMENT PLAN, DATED 2-14-21**
- 3. CONCURRENCY DETERMINATION INFORMATION(on file with Preliminary Development Plan application)**
- 4. RESUME OF ROCHELLE W. LAWANDALES, FAICP (on file with Preliminary Development Plan application)**

CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

APPENDICES

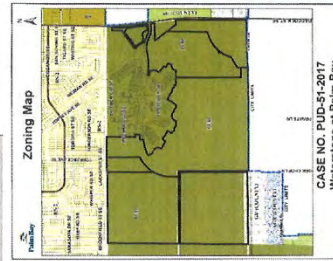
1. APPROVED ORIGINAL MASTER PLAN



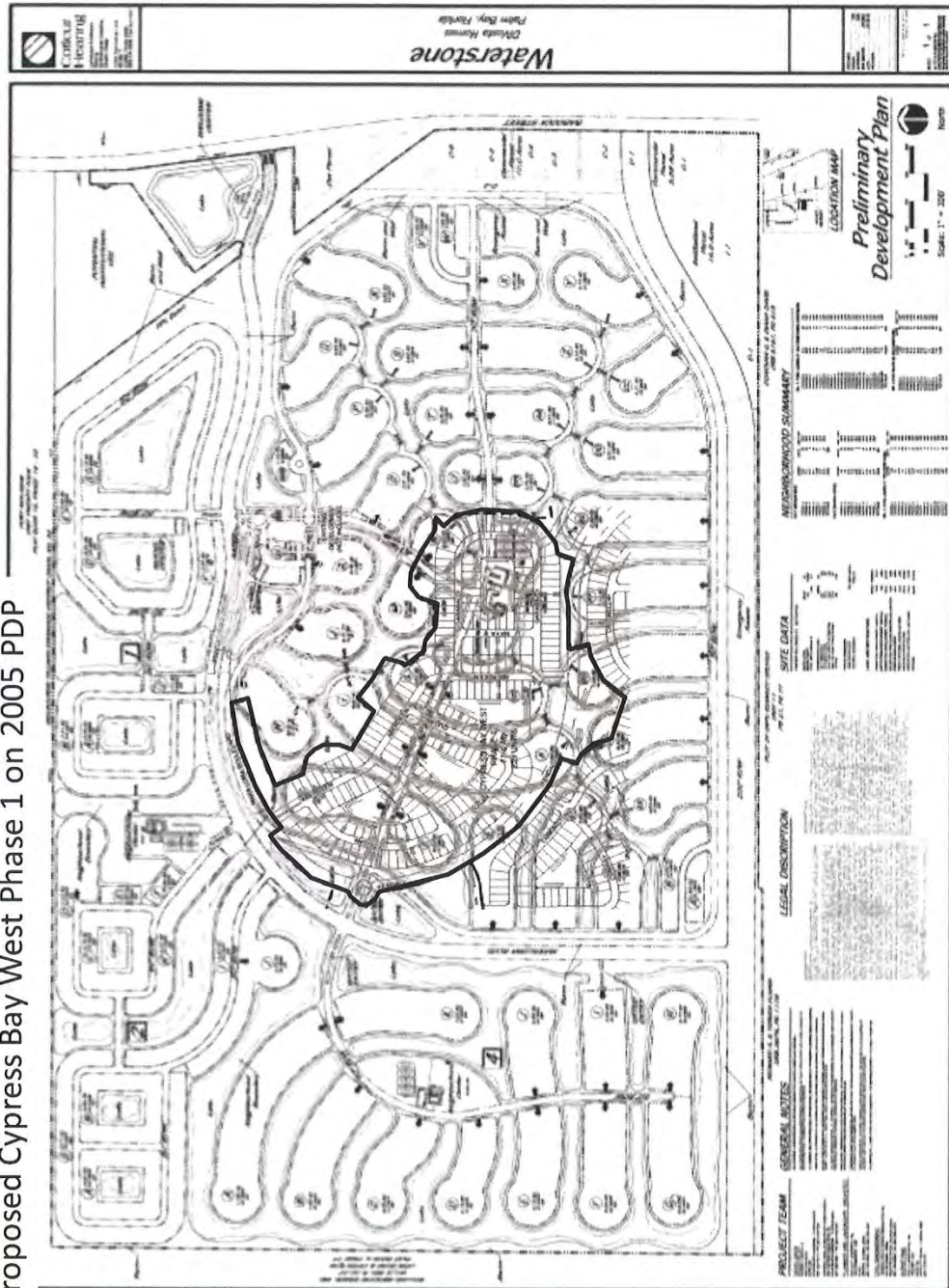


May 15, 2005 FINAL PUD Approval

Resulted in PUD Zoning  
Shown on City's GIS today



## Proposed Cypress Bay West Phase 1 on 2005 PDP



\*Approximate location. Not to scale. Graphic exhibit only.







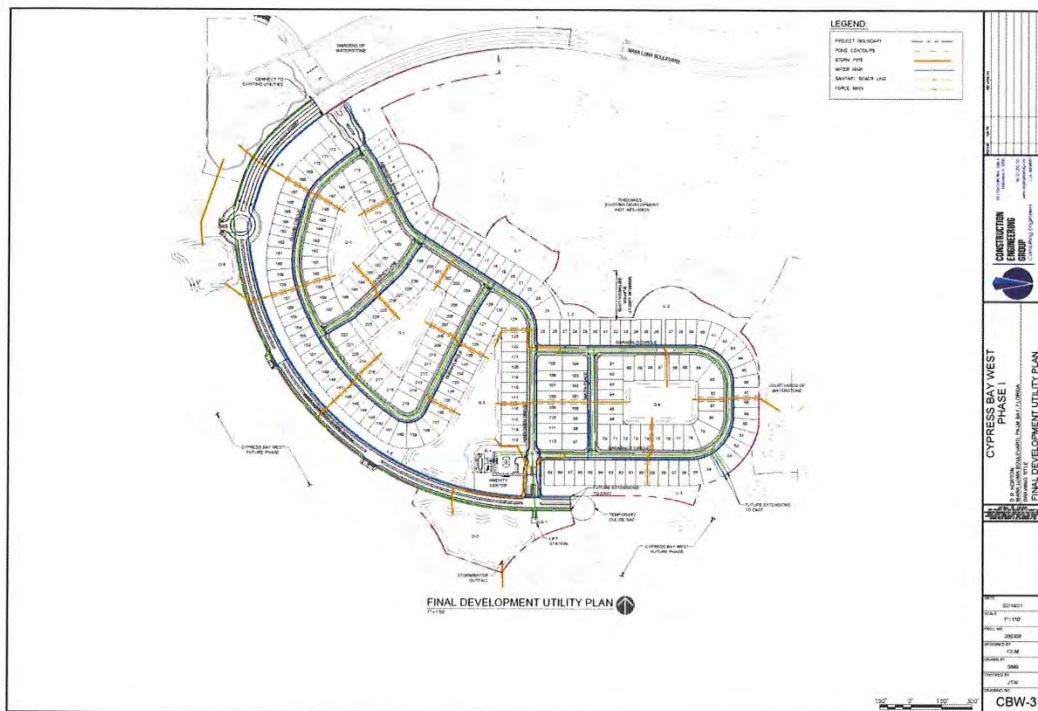
**LEGEND:**

- PROJECT BOUNDARY
- ZONING
- WETLANDS
- SINGLE FAMILY LOTS
- STORMWATER DETENTION POND
- EASEMENT
- TOPOGRAPHY (8' - 16' SLOPE)
- CONCRETE DESIGN
- WATER MAIN
- SANITARY WATER LINE
- FOREST LAND

**CYPRESS BAY WEST  
PHASE I  
FINAL DEVELOPMENT SUBDIVISION PLAN**

**FINAL DEVELOPMENT SUBDIVISION PLAN**

CYPRESS BAY WEST PHASE 1  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE



Page 3



Land Development Division  
120 Malabar Road SE  
Palm Bay, FL 32907  
321-733-3042  
Landdevelopmentweb@palmbayflorida.org

## FINAL DEVELOPMENT PLAN APPLICATION

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida, Monday through Friday, during division office hours, to be processed for consideration by the Planning and Zoning Board. The application will then be referred by the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, unless otherwise stated.

### APPLICATION TYPE:

☒ **PUD**

Planned Unit Development  
(Section 185.067)

☐ **PMU**

Parkway Mixed Use District  
(Final Design Plan)  
(Section 185.057(C))

☐ **PCRD**

Planned Community  
Redevelopment District  
(Section 185.055(L))

☐ **RAC**

Regional Activity Center District  
(Section 185.056(C))

PROPOSED DEVELOPMENT NAME Cypress Bay West

PARCEL ID 30-37-04-00-500

TAX ACCOUNT NO. 3000216

### LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THIS APPLICATION:

See attached

SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): +/- 77.52 acres

TOTAL LOTS PROPOSED (list by use): 229 single family homes

DEVELOPER See ownership attachment

Full Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

ENGINEER Jake Wise, PE- Construction Engineering Group, LLC

Full Address 2651 W Eau Gallie Blvd; Suite A; Melbourne, FL 32935

Telephone 321-610-1760 Email jwise@cegengineering.com

SURVEYOR Robert Doerrer- Horizon Surveyors of Central Florida, Inc

Full Address 390 Poinciana Drive; Melbourne, FL 32935

Telephone 321-254-8133 Email bob@horizonsurveyors.com



CITY OF PALM BAY, FLORIDA  
FINAL DEVELOPMENT PLAN APPLICATION  
PAGE 2 OF 2

**FINAL DEVELOPMENT PLAN CRITERIA FOR SUBMITTAL:**

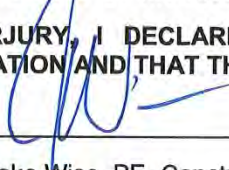
- 1) TWO (2) COPIES OF THE FINAL DEVELOPMENT PLAN AND SUPPORTING DOCUMENTATION SHALL BE ATTACHED TO THE APPLICATION. THE FINAL PLAN AND SUPPORTING DOCUMENTATION MUST ALSO BE PROVIDED ON MEMORY DRIVE.
- 2) LAYOUT OF THE DEVELOPMENT PLAN SHALL BE IN PLAT FORM THAT MEETS THE REQUIREMENTS OF FLORIDA STATUTE CHAPTER 177.
- 3) THE FINAL DEVELOPMENT PLAN SHALL CONTAIN THE INFORMATION REQUIRED PER THE CITY OF PALM BAY LAND DEVELOPMENT CODE SECTION FOR A PUD, PMU, PCRD, OR RAC. **ADDITIONAL CONDITIONS MUST BE MET AND INCORPORATED INTO THE SITE PLAN FOR THE SPECIFIC TYPE OF DEVELOPMENT REQUESTED (PUD, PMU, PCRD, RAC).** THE ADDITIONAL CRITERIA IS LISTED IN THE CODE OF ORDINANCES AND AVAILABLE FROM STAFF.

**THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS FINAL DEVELOPMENT PLAN APPLICATION:**

- ☒ \*A \$1,500.00 application fee shall accompany the Final Development Plan application for the purposes of administration. Make check payable to "City of Palm Bay."
- ☒ Final Development Plan (see above Final Development Plan Criteria for Submittal).
- ☒ List of legal descriptions of all properties within a 500-foot radius of the boundaries of the property covered by this application, together with the names and mailing addresses (including zip codes) of all respective property owners within the above referenced area. (This should be obtained for a fee from the Brevard County Planning and Zoning Department at 321-633-2060.)
- Previously Provided Citizen Participation Plan. Required when a preliminary development plan application was not submitted. Refer to Section 169.005 of the Land Development Code for guidelines.
- ☒ School Board of Brevard County School Impact Analysis Application (if applicable).
- ☒ Sign(s) posted on the subject property. Refer to Section 51.07(C) of the Legislative Code for guidelines.
- ☒ **Where property is not owned by the applicant, a letter** must be attached giving the notarized consent of the owner to the applicant to apply for the final development plan.

I, THE UNDERSIGNED UNDERSTAND THAT THIS FINAL DEVELOPMENT PLAN APPLICATION MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY AND CERTIFY THAT ALL THE ANSWERS TO THE QUESTIONS IN SAID APPLICATION, AND ALL DATA AND MATTER ATTACHED TO AND MADE A PART OF SAID APPLICATION ARE HONEST AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING FINAL DEVELOPMENT PLAN APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.**

Signature of Applicant  Date 2-25-21

Printed Name of Applicant Jake Wise, PE- Construction Engineering Group, LLC

Full Address 2651 W Eau Gallie Blvd; Suite A; Melbourne, FL 32935

Telephone 321-610-1760 Email Jwise@cegengineering.com

\*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY

Re: Letter of Authorization

As the property owner of the site legally described as:

30-37-04-00-500 & 30-37-05-HF-750

I, Owner Name: Benjamin Jefferies- Waterstone Farms, LLC

Address: 235 West Drive, Melbourne, FL 32904

Telephone: 321-757-5600

Email: Ben@waterstonefla.com

hereby authorize:

Representative: Jake Wise, PE- Construction Engineering Group, LLC

Address: 2651 W Eau Gallie Blvd, Suite A, Melbourne, FL 32935

Telephone: 321-610-1760

Email: Jwise@cegengineering.com

to represent the request(s) for:

FDP, site plan and all associated applications


  
(Property Owner Signature)

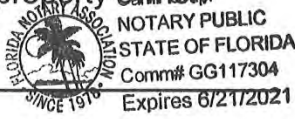
STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of February, 20 21 by

Ben Jeffries, property owner

, Notary Public



☒ Personally Known or ☐ Produced the Following Type of Identification:



March 16, 2021

Re: Letter of Authorization

As the property owner of the site legally described as:

30-37-04-00-500

I, Owner Name: Benjamin Jefferies- Waterstone Farms, LLC

Address: 235 West Drive; Melbourne, FL 32904

Telephone: 321-425-3878

Email: Ben@waterstonefla.com

hereby authorize:

Representative: Brian Davidson- D.R. Horton, Inc

Address: 1430 Culver Drive NE; Palm Bay, FL 32907

Telephone: 321-508-3405

Email: bwdavidson@drhorton.com

to represent the request(s) for:

Final Development Plan Application

*[Signature]*

(Property Owner Signature)

STATE OF Florida

COUNTY OF Brevard

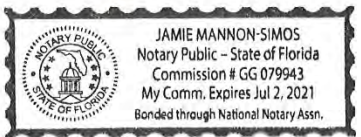
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of March, 2021 by

Benjamin Jefferies, property owner.

*[Signature]*

Jamie Mannon-Simos, Notary Public

☒ Personally Known or ☐ Produced the Following Type of Identification:



**CITY OF PALM BAY, FLORIDA**  
**PLANNING AND ZONING BOARD/**  
**LOCAL PLANNING AGENCY**  
**REGULAR MEETING 2021-05**

Held on Wednesday, April 7, 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. Rainer Warner 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	Absent (Excused)
<b>MEMBER:</b>	Khalilah Maragh	Present
<b>MEMBER:</b>	Rainer Warner	Present
<b>NON-VOTING MEMBER:</b>	David Karaffa	Present
	(School Board Appointee)	

Mr. Hill's absence was excused.

**CITY STAFF:** Present were Mr. Laurence Bradley, 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 2021-04; March 3, 2021.**

Motion to approve the minutes as presented.

Mr. Taylor presented the staff report for Case V-10-2021. 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.

Ms. Maragh asked if the required vacating of easement for the swimming pool would be applied automatically. Mr. Grayson stated that a vacating request would need to go through a public hearing process before City Council.

Mr. Doug Michels with Michels Screening, Inc. (representative for the applicant) explained that setbacks for pool enclosures had changed since 2005 when the pool was installed. The variance would allow the property owner to have her pool enclosure.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Motion to submit Case V-10-2021 to City Council for approval.

Motion by Ms. Jordan, seconded by Mr. Boerema. Motion carried with members voting as follows:

**Aye:** Weinberg, Jordan, Boerema, Boothroyd, Maragh, Warner.

3. **\*\*FD-11-2021 - Cypress Bay West Phase I - Waterstone Farms, LLC (Brian Davidson and Jake Wise, P.E., Reps.) – A Final Development Plan to allow for a 229-lot single-family development called Cypress Bay West Phase I PUD. Part of Tax Parcel 500, Section 4, Township 30, Range 37, Brevard County, Florida, containing 77.52 acres, more or less. (In the vicinity south of Mara Loma Boulevard SE)**

Mr. Balter presented the staff report for Case FD-11-2021. Staff recommended Case FD-11-2021 for approval, subject to the staff comments contained in the staff report.



Mr. Jake Wise, P.E. with Construction Engineering Group (representative for the applicant) gave an overview of the project. The development began in 2004 and was later delayed by a downturn in the market. He said that the internal roads would be built to City standards and privately maintained; water and wastewater would be extended; and maintenance concerns by area residents regarding the extension of Mara Loma Boulevard SE had been addressed through a maintenance agreement. A traffic signal was under design to be permitted through Brevard County for Mara Loma Boulevard and Babcock Street SE. The subject site had no environmental issues or endangered species, and approval was obtained for Brevard County School Board concurrency. The site was well buffered from the existing residential developments with large ponds and open green space. He noted that the recreation for Phase I had been changed to be more passive because of recent plans to process Phase II sooner with larger recreation amenities. The development was compatible with the overall master plan for the Waterstone PUD.

Ms. Maragh asked if the applicant was in agreement with staff recommendations, including the road name change to Mara Loma Boulevard for consistency. Mr. Wise stated his agreement with all staff recommendations, and that he would attempt to address the road name with Brevard County, as desired by the area residents and at City Council's direction to work with the residents.

Mr. Boerema asked about the plans for a smaller recreation area. Mr. Wise explained that the recreation acreage would remain the same but provide passive recreation since Phase II would include a clubhouse and swimming pool.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Motion to submit Case FD-11-2021 to City Council for approval, subject to the staff comments contained in the report.

Motion by Ms. Maragh, seconded by Mr. Boothroyd. Motion carried with members voting as follows:

**Aye:** Weinberg, Jordan, Boerema, Boothroyd, Maragh, Warner.

## **ORDINANCE 2021-27**

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, APPROVING A FINAL DEVELOPMENT PLAN TO BE KNOWN AS 'CYPRESS BAY WEST PHASE 1 PUD' IN PUD (PLANNED UNIT DEVELOPMENT) ZONING; WHICH PROPERTY IS LOCATED IN THE VICINITIES SOUTH OF MARA LOMA BOULEVARD AND WEST OF BABCOCK STREET, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on February 18, 2021, the City of Palm Bay granted a Planned Unit Development (PUD) Preliminary Development Plan to be known as 'Cypress Bay West Phase I PUD' to Waterstone Farms, LLC, and

**WHEREAS**, application for Final Development Plan approval in PUD (Planned Unit Development) zoning to permit a 229-unit residential subdivision to be known as 'Cypress Bay West Phase 1 PUD' on property legally described herein, has been made by Waterstone Farms, LLC, and

**WHEREAS**, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on April 7, 2021, which voted to recommend to the City Council approval of the application, and

**WHEREAS**, all provisions applicable to the Planned Unit Development (PUD) under Chapter 185, Zoning, of the Palm Bay Code of Ordinances, have been satisfied by the applicant, and

**WHEREAS**, the City Council of the City of Palm Bay, after due deliberation and consideration, reviewed and considered the reports, documents, testimony, and other materials presented, and has determined that such development plan will neither be injurious to the neighborhood nor otherwise detrimental to the public welfare.

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

**SECTION 1.** The City Council of the City of Palm Bay hereby grants final development plan approval for 'Cypress Bay West Phase 1 PUD' on property zoned PUD (Planned Unit Development), which property is legally described herein as Exhibit 'A'.

**SECTION 2.** The final development plan is granted subject to the following staff comments contained in the Staff Report being addressed upon submission of the administrative construction plans:

- A. The property shall be developed in substantial conformance with the Final Development Plan, which is, by reference, incorporated herein as Exhibit 'B', except as may be modified by the conditions of approval;
- B. The Land Development Division Staff Report, which is, by reference, incorporated herein as Exhibit 'C';
- C. Fully engineered construction drawings;
- D. A Subdivision Plat meeting Chapter 177 of Florida State Statute requirements and a title opinion;
- E. The right-of-way width of Mara Loma Boulevard shall be 100 feet;
- F. The road name of 'Mara Loma Boulevard' shall be consistent all the way through. Staff will not support the name 'Mara Loma Extension Boulevard';
- G. The technical comments generated by the Development Review Staff, which is, by reference, incorporated herein as Exhibit 'D', shall be observed and incorporated into the engineered construction drawings; and
- H. Mara Loma Boulevard right-of-way dedication shall not be accepted by the City of Palm Bay for operation and maintenance, until and unless the Developer requests acceptance through the process promulgated in Chapter 182 of the City of Palm Bay's Code of Ordinances. Upon commencement of said process staff will determine if acceptance of the Mara Loma Boulevard Extension would provide a public benefit and that current City of Palm Bay construction standards are met.

- I. All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations, and statutes.

**SECTION 3.** This ordinance shall take effect immediately upon the enactment date.

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

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Robert Medina, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK

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

Applicant: Waterstone Farms, LLC

Case: FD-11-2021

cc: (date) Brevard County Recording  
Applicant  
Case File

## LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND A PORTION OF LOT 32 AND LOT 33 OF SAN-SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT "055" WATERSTONE PLAT ONE P.U.D., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGES 37 THROUGH 57, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 05° 37' 16" E FOR A DISTANCE OF 120.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1620.00 FEET, AND WHOSE CHORD BEARS S 73° 32' 14" W FOR A DISTANCE OF 609.42 FEET, ALSO BEING THE NORTH LINE OF TRACT "058" OF SAID WATERSTONE PLAT ONE P.U.D., THENCE RUN SOUTHWESTERLY ALONG THE ARC OF AFORESAID CURVE AND NORTH LINE, THROUGH A CENTRAL ANGLE OF 21° 40' 59", FOR A DISTANCE OF 613.07 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE RUN S 27° 18' 15" E ALONG THE WEST LINE OF AFOREMENTIONED TRACT "058" AND THE SOUTHERLY LINE OF TRACT "S.M.T. - 3A" OF WATERSTONE PLAT ONE REPLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGES 86 THROUGH 95, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, FOR A DISTANCE OF 194.24 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS S 33° 11' 40" E FOR A DISTANCE OF 321.47 FEET; THENCE RUN THE FOLLOWING (4) CURVES, COURSES AND DISTANCES ALONG THE SOUTHERLY LINE OF SAID TRACT "S.M.T. - 3A": THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 118° 31' 49", FOR A DISTANCE OF 386.86 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE EAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 12° 24' 48" W FOR A DISTANCE OF 47.22 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27° 18' 52", FOR A DISTANCE OF 47.67 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 60° 15' 06" E FOR A DISTANCE OF 300.74 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS N 42° 30' 07" E FOR A DISTANCE OF 146.19 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46° 01' 04", FOR A DISTANCE OF 150.19 FEET TO THE SOUTH LINE OF TRACT "0521" OF AFOREMENTIONED WATERSTONE PLAT ONE REPLAT NO. 2, ALSO BEING A POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE RUN THE FOLLOWING (5) CURVES, COURSES AND DISTANCES ALONG THE SOUTHERLY LINE OF SAID TRACT "0521": RUN S 27° 22' 41" E FOR A DISTANCE OF 15.61 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS S 42° 12' 41" E FOR A DISTANCE OF 25.60 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29° 40' 00", FOR A DISTANCE OF 25.89 FEET, THENCE RUN S 57° 02' 41" E FOR A DISTANCE OF 239.97 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS S 75° 28' 31" E FOR A DISTANCE OF 31.62 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 51' 40", FOR A DISTANCE OF 32.17 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 86° 05' 39" E FOR A DISTANCE OF 8.19 FEET TO THE SOUTHERLY LINE OF AFOREMENTIONED TRACT "S.M.T. - 3A", ALSO BEING A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS S 25° 18' 51" W FOR A DISTANCE OF 158.91 FEET, THENCE RUN THE FOLLOWING (9) CURVES, COURSES AND DISTANCES ALONG THE SOUTHERLY LINES OF SAID TRACT "S.M.T. - 3A": RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50° 17' 10", FOR A DISTANCE OF 164.12 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 39° 32' 33" E FOR A DISTANCE OF 149.35 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS S 69° 10' 51" E FOR A DISTANCE OF 181.64 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58° 06' 50", FOR A DISTANCE OF 189.67 TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 89° 53' 48" E FOR A DISTANCE OF 170.61 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS N 72° 37' 12" E FOR A DISTANCE OF 330.66 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 124° 17' 20", FOR A DISTANCE OF 405.65 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 57° 05' 56" E FOR A DISTANCE OF 41.12 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH 23° 43' 35", FOR A DISTANCE OF 41.41 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 655.00 FEET, AND WHOSE CHORD BEARS S 64° 22' 13" E FOR A DISTANCE OF 104.87 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09° 11' 00", FOR A DISTANCE OF 104.98 FEET TO A POINT OF TANGENCY; THENCE RUN S 59° 46' 43" E FOR A DISTANCE OF 59.96 FEET; THENCE RUN N 89° 53' 48" E FOR A DISTANCE OF 80.12 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "S.M.T. - 3A"; THENCE RUN S 34° 43' 01" W, DEPARTING THE AFOREMENTIONED SOUTHERLY LINE, FOR A DISTANCE OF 84.77 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 260.00 FEET, AND WHOSE CHORD BEARS S 25° 02' 28" E FOR A DISTANCE OF 220.10 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50° 04' 55", FOR A DISTANCE OF 227.26 FEET TO A POINT OF TANGENCY; THENCE RUN S 00° 00' 00" E FOR A DISTANCE OF 233.48 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 260.00 FEET, AND WHOSE CHORD BEARS S 15° 41' 10" W FOR A DISTANCE OF 140.59 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF

SAID CURVE, THROUGH A CENTRAL ANGLE OF 31° 22' 20", FOR A DISTANCE OF 142.36 FEET TO A POINT OF TANGENCY; THENCE RUN S 31° 22' 20" W FOR A DISTANCE OF 23.26 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 350.00 FEET, AND WHOSE CHORD BEARS S 55° 46' 05" W FOR A DISTANCE OF 289.13 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48° 47' 30", FOR A DISTANCE OF 298.05 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 18° 45' 07" W FOR A DISTANCE OF 107.87 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 875.00 FEET, AND WHOSE CHORD BEARS N 80° 41' 08" W FOR A DISTANCE OF 286.94 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 52' 29", FOR A DISTANCE OF 288.25 FEET TO A POINT OF TANGENCY; THENCE RUN S 89° 52' 38" W FOR A DISTANCE OF 320.27 FEET; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 75.00 FEET; THENCE RUN S 18° 00' 32" E FOR A DISTANCE OF 66.63 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET, AND WHOSE CHORD BEARS S 72° 51' 44" W FOR A DISTANCE OF 38.30 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05° 09' 55", FOR A DISTANCE OF 38.31 FEET TO A POINT OF TANGENCY; THENCE RUN S 70° 16' 46" W FOR A DISTANCE OF 73.63 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET, AND WHOSE CHORD BEARS S 62° 19' 26" W FOR A DISTANCE OF 124.56 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH 15° 54' 40", FOR A DISTANCE OF 124.97 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 575.00 FEET, AND WHOSE CHORD BEARS S 44° 10' 21" W FOR A DISTANCE OF 203.57 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20° 23' 31", FOR A DISTANCE OF 204.65 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 71° 08' 43" W FOR A DISTANCE OF 277.37 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS N 73° 08' 02" W FOR A DISTANCE OF 15.62 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03° 58' 38", FOR A DISTANCE OF 15.62 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET, AND WHOSE CHORD BEARS N 34° 36' 29" W FOR A DISTANCE OF 295.95 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25° 19' 37", FOR A DISTANCE OF 298.38 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 22° 10' 15" E FOR A DISTANCE OF 80.18 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1475.00 FEET, AND WHOSE CHORD BEARS N 37° 34' 45" W FOR A DISTANCE OF 1486.13 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 29' 59", FOR A DISTANCE OF 1557.48 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 36° 22' 58" W FOR A DISTANCE OF 24.28 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH 58° 06' 25", FOR A DISTANCE OF 25.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS N 49° 39' 21" W FOR A DISTANCE OF 54.39 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31° 33' 40", FOR A DISTANCE OF 55.08 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 63° 52' 31" W FOR A DISTANCE OF 25.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE RUN N 03° 52' 31" W FOR A DISTANCE OF 75.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 56° 07' 29" E FOR A DISTANCE OF 25.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS N 47° 38' 53" E FOR A DISTANCE OF 73.38 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43° 02' 48", FOR A DISTANCE OF 75.13 FEET TO A POINT OF REVERSE CURVATURE CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 43° 19' 47" E FOR A DISTANCE OF 21.79 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51° 41' 02", FOR A DISTANCE OF 22.55 FEET TO A POINT OF TANGENCY; THENCE RUN N 17° 29' 16" E FOR A DISTANCE OF 102.52 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 590.00 FEET, AND WHOSE CHORD BEARS N 31° 45' 36" E FOR A DISTANCE OF 290.91 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28° 32' 41", FOR A DISTANCE OF 293.94 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1830.00 FEET, AND WHOSE CHORD BEARS N 49° 56' 45" E FOR A DISTANCE OF 249.79 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07° 49' 36", FOR A DISTANCE OF 249.98 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE RUN S 36° 08' 27" E FOR A DISTANCE OF 90.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1740.00 FEET, AND WHOSE CHORD BEARS N 69° 07' 06" E FOR A DISTANCE OF 915.92 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30° 31' 10", FOR A DISTANCE OF 926.84 FEET TO THE POINT OF BEGINNING, CONTAINING 77.429 ACRES, MORE OR LESS.





## LOCATION MAP

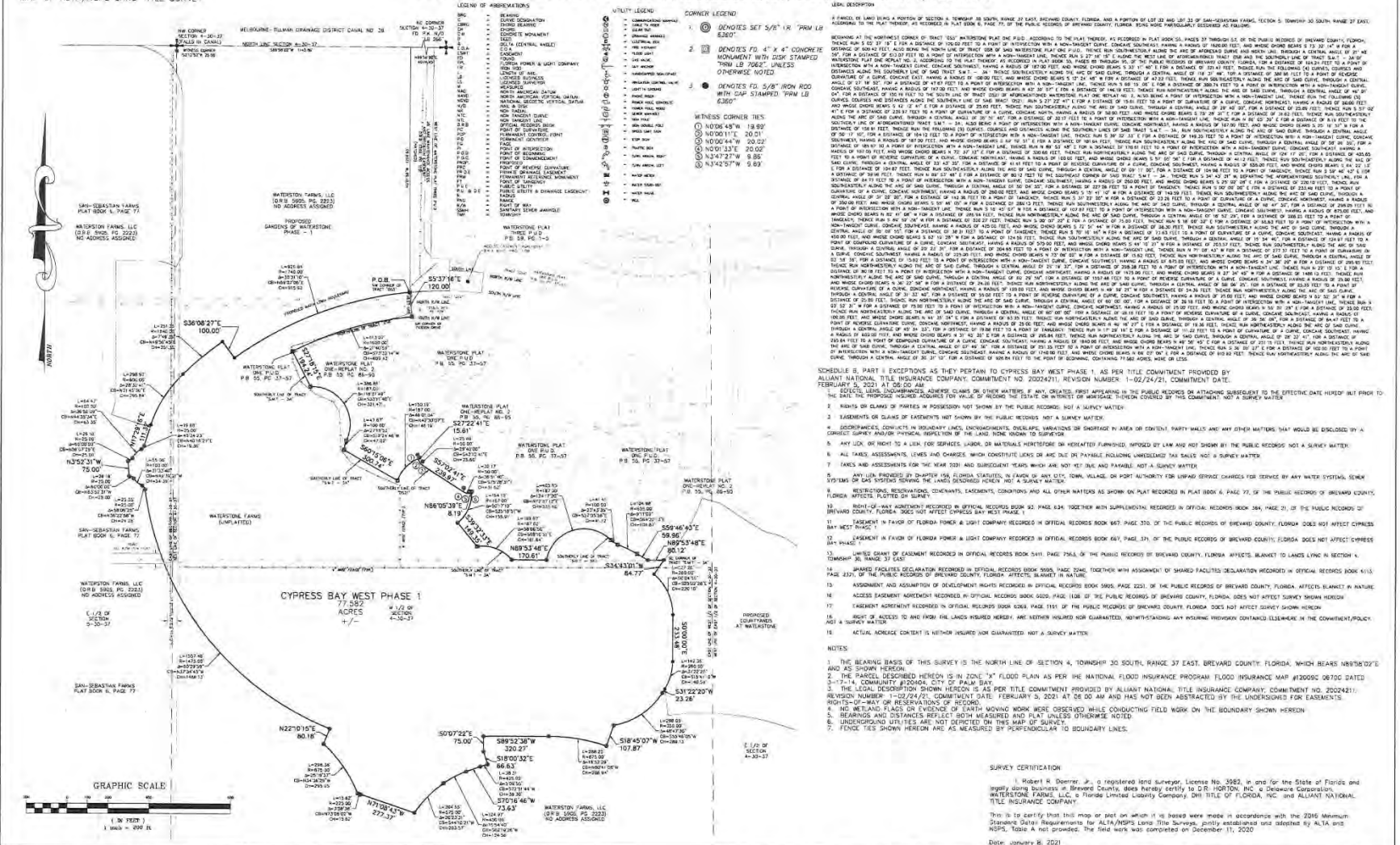
NTS



 <p><b>CONSTRUCTION ENGINEERING GROUP</b> Consulting Engineers</p> <p>2651 Eau Gallie Blvd., Suite A Melbourne, FL 32935</p> <p>Tel: 321.253.1221 www.ceengineering.com COA #0006097</p>	<p><b>CYPRESS BAY WEST</b></p> <p>PALM BAY, FL</p> <p><b>LOCATION MAP</b></p>		<p>DATE 11/30/20</p>	
			<p>COUNTY BREVARD</p>	<p>APPROVED BY JTW</p>
			<p>SCALE NTS</p>	<p>THIS SHEET FIG. 1</p>

MAP OF ALTA/NPS LAND TITLE SURVEY

SECTIONS 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA



<div>HORIZON SURVEYORS</div> <div>OF CENTRAL FLORIDA, INC.</div> <div>390 PONDICIA DR., MELBOURNE, FL 32935</div> <div>E-MAIL: INFO@HORIZONSURVEYORS.COM</div> <div>PHONE (321) 254-8133</div>	SCALE 1" = 200'	REVISION TABLE				<div>I HEREBY CERTIFY THAT THE PROPERTY HEREON WAS SURVEYED UNDER MY DIRECT SUPERVISION AND THAT THIS MAP OF SURVEY IS ACCURATE AND CORRECT. I FURTHER CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 47C.007, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</div> <div>DATE: January 6, 2021</div> <div>NOTE: THIS SKETCH IS NOT VALID UNLESS IT BEARS A SIGNATURE AND A SURVEYOR'S SEAL.</div> <div>ROBERT R. COERBER, JR. PROFESSIONAL LAND SURVEYOR #3982</div> <div>SURVEY FOR: CYPRESS BAY WEST PHASE 1</div> <div>DRAWING NUMBER: 6578-20-1130</div> <div>PAGE 1 OF 1</div>
	DATE 1-08-21	DATE	DESCRIPTION	BY	APVD	
	DRAWN BY HCB	2-24-21	REV DESCRIPTION & NEW COMMITMENT			
	FIELD BOOK 244 & PAGE 35					
	FIELD DATE 12-10-20					



PREPARED FOR:  
DR HORTON, LLC

[illegible][illegible]

**LOCATION MAP** 

**GENERAL STATEMENT**  
THE PROPOSED PROJECT CONSISTS OF INFRASTRUCTURE AND SITE IMPROVEMENTS TO ACCOMMODATE A 228 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION INCLUDING VEHICULAR ACCESS, SEWERLINES, PDE/STAIRS/EXERCISE TRAILS, AMENITY CENTER, LANDSCAPING, WATER, EROSION CONTROL, STORMWATER SYSTEMS, IT PROPOSALS TO EXTEND MAJOR HIGHWAY AND CITY UTILITIES AS PART OF THE WATERSTONE MASTER PLAN.

**DEVELOPER**  
DR HORTON, LLC  
1430 CULVER DR NE  
PALM SPR, FL 32907  
TEL: (321) 954-3105

**SUBCON**  
HORIZON SURVEYORS OF CENTRAL FLORIDA, INC.  
350 PONTIAC DRIVE  
MELBOURNE, FL 32936  
TEL: (321) 254-8133  
WWW.HORIZONSURVEYORS.COM

**ENGINEER/ARCHITECT**  
JASE & WSE, P.C.  
2851 LAKE DALE BOUL, SUITE A  
MELBOURNE, FLORIDA 32935  
TEL: (321) 610-1767  
E-MAIL: JASE@ENGINEERING.COM

**LOCATION**  
SECTION 04  
RANGE 37  
TOWNSHIP 30  
RANGE 37  
TOWNSHIP 30  
TAX ACCOUNT: 3000216

SETBACKS	PROPOSED	NOT LOOK!
FRONT	5 FT	56'10" LOTS = 229
SIDE	5 FT	MAXIMUM BACK YARD HEIGHT
REAR	10 FT	5' STORY 22 FT
SIDE CORNER	15 FT	MINIMUM WOODS
		15' CORNERS
		40' OF-WAY WIDTH 50 FT

CALCULATED BODWATER BARRI CRHIDE		
	AC	AC
INTERVIEW	181.948	11.67
ROADWAY (50%)	481.973	22.08
ROADWAYS/SIDEWALKS	499.723	24.97
PERFORMANCE AREA	14.035	1.70
TOTAL	1,015.754	30.24
RECREATIONAL	1,406.704	32.27
POND	431.620	8.91
TOTAL:	3,373.290	77.44
		100

OTHER SPACE REQUIREMENTS	
TOTAL AREA (177.44 AC)	
COMBINED ON-SITE POND (D-3 AND D-5)	7.04 AC
RECREATION AREA	92.11 AC
PREPARED AREA	1.33 AC
DISCLOSURE	1.93 AC
AC	1.36 AC

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[illegible]

**CONSTRUCTION  
ENGINEERING  
GROUP**  
Consulting Engineers

Jeffrey A. Conklin, P.E.  
February 1, 2000

701-222-0700  
jeff@engineering.com  
2000-2001

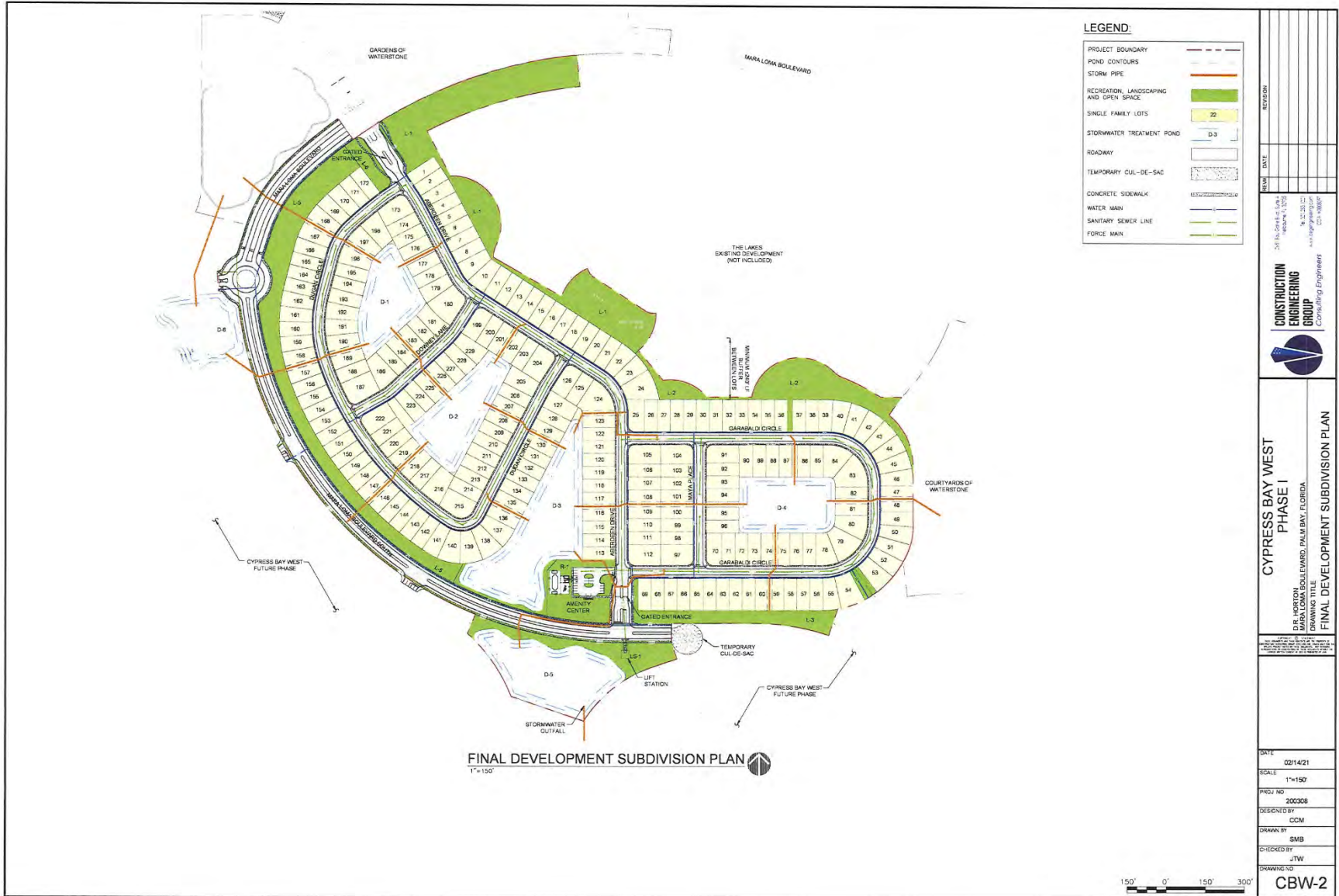
ESS BAY WEST  
PHASE I  
M BAY, FLORIDA  
ENT PI AN

**CYPR**

**D.R. HORTON**  
**MARA LOMA BOULEVARD, P.O.**  
**DRAWING TITLE**  
**FINAL DEVELOPMENT**

DATE	02/14/21
SCALE	NTS
PROJ. NO.	200308
DESIGNED BY	CCM
DRAWN BY	SMB
CHECKED BY	JTW
DRAWING NO.	CBW-1

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PRELIMINARY PLAT OF  
**CYPRESS BAY WEST - PHASE 1**

A SUBDIVISION LYING IN SECTIONS 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA.  
 BEING A PORTION OF SECTION 4 AND A "REPLAT" OF A PORTION OF LOTS 32 & 33, SECTION 5, "SAN-SEBASTIAN FARMS",  
 RECORDED IN PLAT BOOK 6, PAGE 77 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

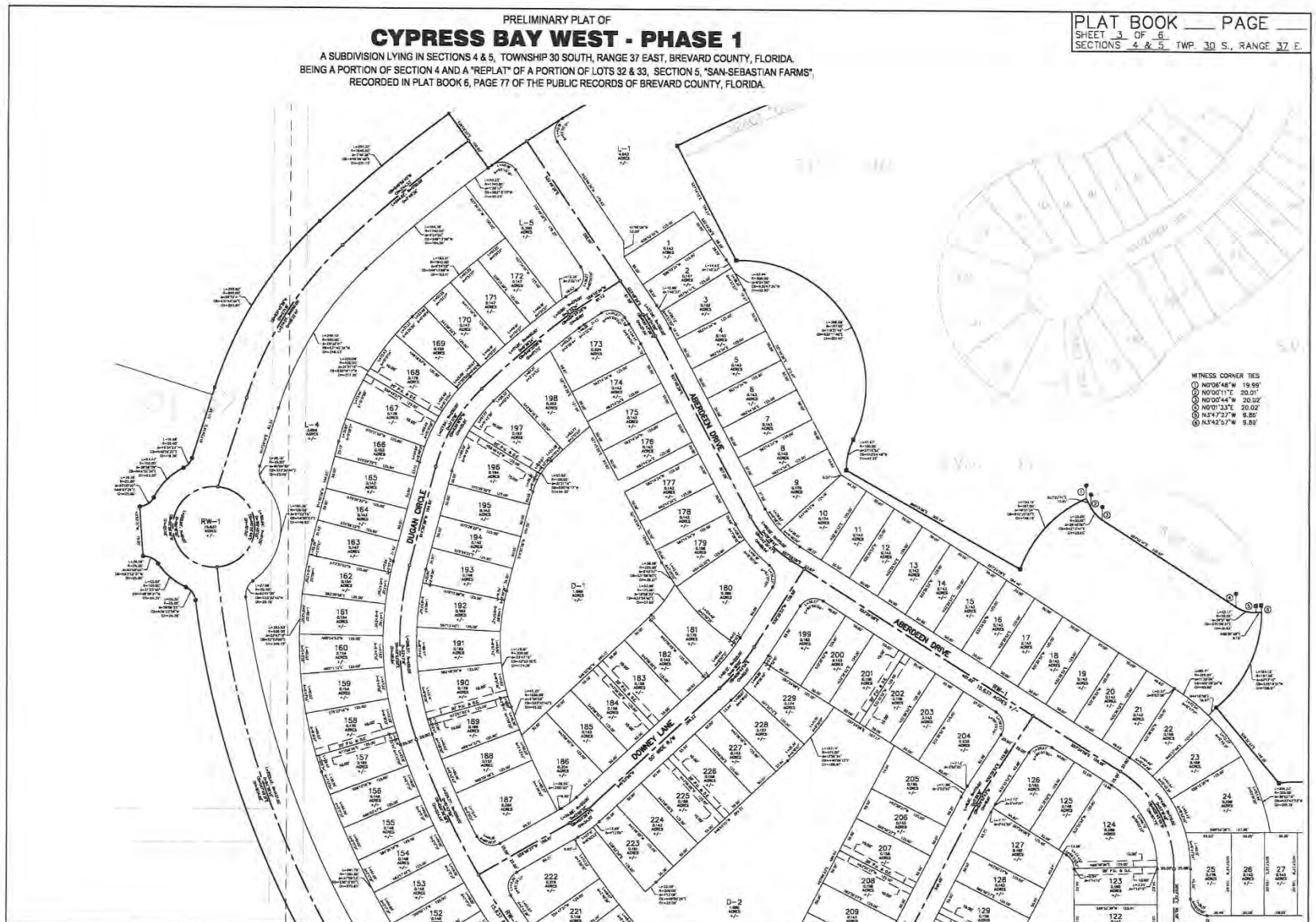
PLAT BOOK      PAGE       
 SHEET 2 OF 6  
 SECTIONS 4 & 5 TWP. 30 S., RANGE 37 E.



PRELIMINARY PLAT OF  
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PLAT BOOK      PAGE       
 SHEET 3 OF 6  
 SECTIONS 4 & 5 TWP. 30 S., RANGE 37 E.



PRELIMINARY PLAT OF  
**CYPRESS BAY WEST - PHASE 1**

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PLAT BOOK      PAGE       
 SHEET 4 OF 6  
 SECTIONS 4 & 5 TWP. 30 S., RANGE 37 E.

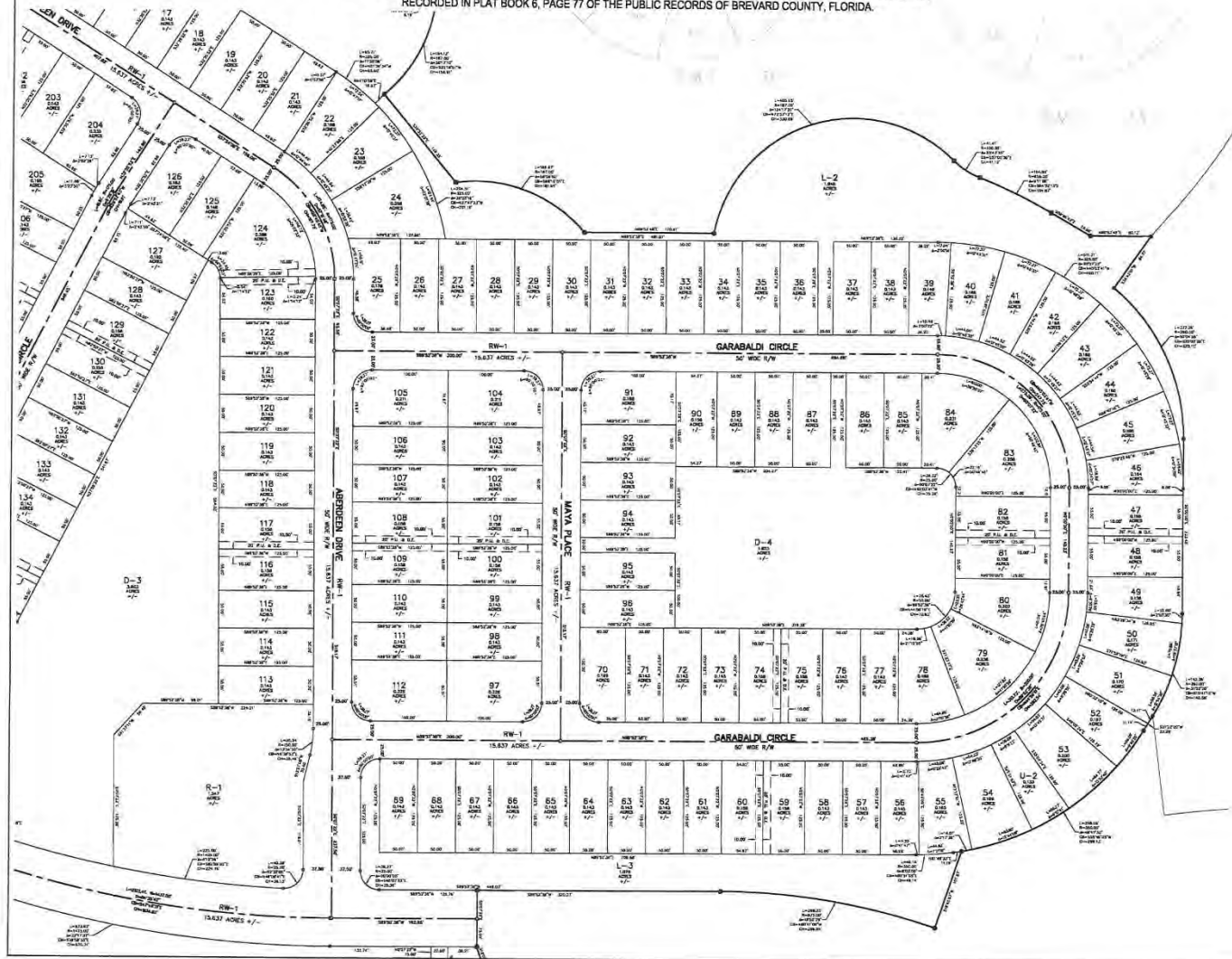




PRELIMINARY PLAT OF  
**CYPRESS BAY WEST - PHASE 1**

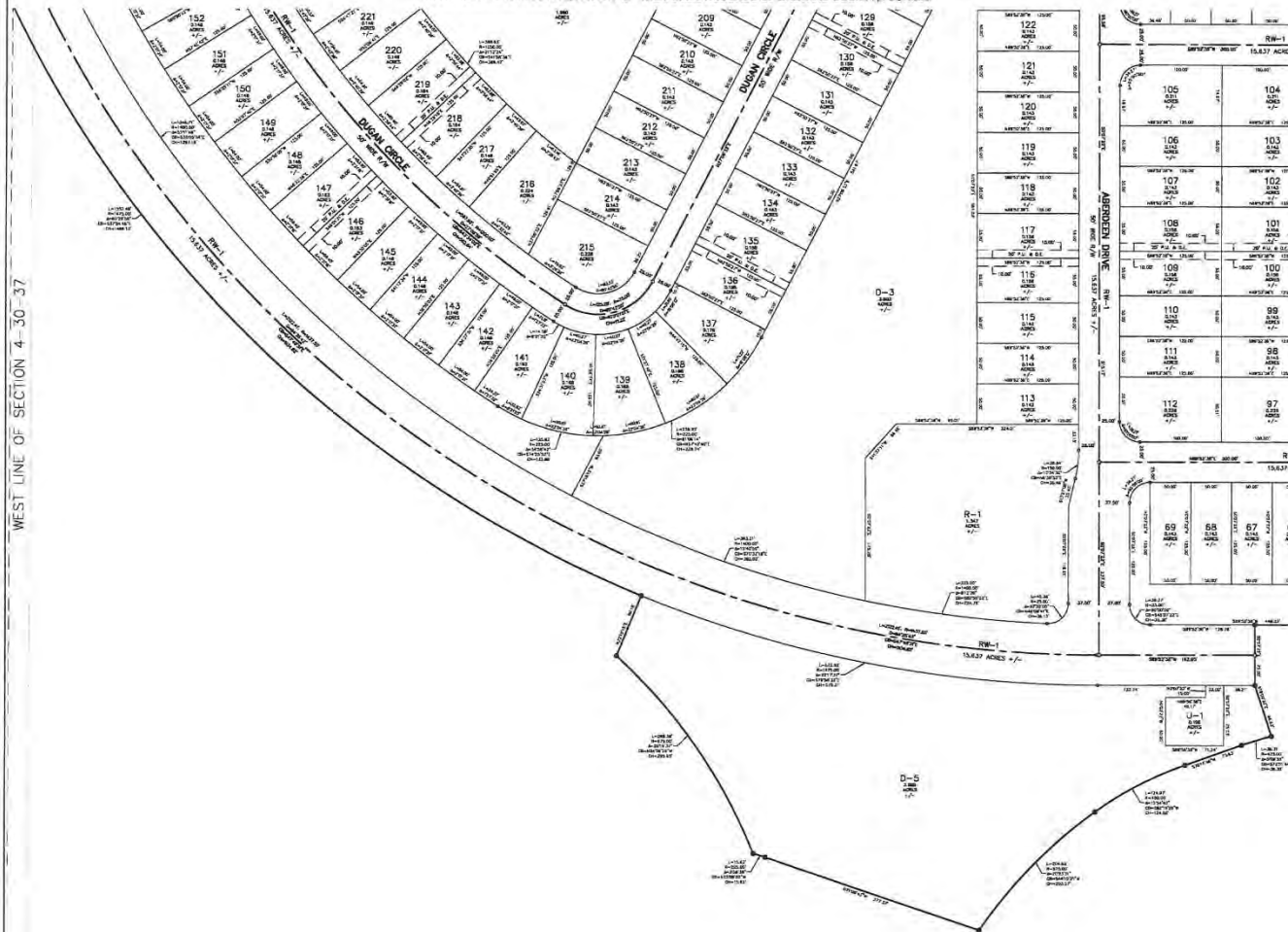
A SUBDIVISION LYING IN SECTIONS 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA.  
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PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 5 OF 6  
SECTIONS 4 & 5 TWP. 30 S., RANGE 37 E.



A SUBDIVISION LYING IN SECTIONS 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA.  
BEING A PORTION OF SECTION 4 AND A "REPLAT" OF A PORTION OF LOTS 32 & 33, SECTION 5, "SAN-SEBASTIAN FARMS",  
RECORDED IN PLAT BOOK 6, PAGE 77 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

WEST LINE OF SECTION 4-30-37





REVISED

## 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

---

#### CASE NUMBER

FD-11-2021

#### PLANNING & ZONING BOARD HEARING DATE

April 7, 2021

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#### PROPERTY OWNER & APPLICANT

Benjamin E. Jefferies- Waterstone Farms,  
LLC (Jake Wise Representing)

#### PROPERTY LOCATION/ADDRESS

A portion of Tax Parcel 500, Section 4, Township 30,  
Range 37, Brevard County, Florida

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#### SUMMARY OF REQUEST

Final Planned Unit Development approval for a 229-unit residential subdivision to be known as Cypress Bay West Phase 1 PUD.

##### Existing Zoning

PUD, Planned Unit Development

##### Existing Land Use

Single-Family Residential Use and Multiple-Family Residential Use

##### Site Improvements

Vacant Unimproved Land (Former Orange Groves)

##### Site Acreage

77.52 acres, more or less

---

#### SURROUNDING ZONING & USE OF LAND

##### North

PUD; Gardens at Waterstone and The Lakes PUD; Single-Family Homes

##### East

PUD; The Courtyards and The Lakes at Waterstone PUD; Single-Family Homes

##### South

PUD; Waterstone at Palm Bay; Undeveloped Land

##### West

PUD; Waterstone at Palm Bay; Undeveloped Land

---

#### COMPREHENSIVE PLAN COMPATIBILITY

The future land use designations of the subject property are Single-Family Residential Use and Multiple Family Residential Use. The development of a single-family planned unit development is compliant with both designations. The proposed density is 2.95 units per acre, which is below the maximum density defined in the City's Comprehensive Plan for Single-Family Residential Use up to (5 units per acre) and well below the 10 units per acre by the Multiple Family Residential Future Land Use Land Amendments.

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**BACKGROUND:**

The subject property is located south of Mara Loma Boulevard SE, and west of Babcock Street SE. Specifically a portion of Tax Parcel 500, Section 4, Township 30, Range 37, of Brevard County Florida. This Final PUD request includes approximately 77.52 acres of land.

In 2004 the subject property was annexed into the City via Ordinance 2004-35 totaling 1,167 acres. The original Future Land Use amendment designated all the lands as Single-Family Residential Use via Ordinance 2004-52, which stated that 1,800 units could be placed on the lands of Waterstone or Cypress Bay Preserve. Site specific conditions were placed on the amendment via Ordinance 2004-48. Between 2005 and 2018, a series of 37 future land use map amendments were made bringing the total units entitled to 2,596.

The total entitlements encumbered remaining units are as follows: 1,648 units on the west side of Babcock Street, and 362 units on the east side of Babcock Street. On February 18<sup>th</sup> case PD-3-2021 (Resolution 2021-12) received approval from City Council for Preliminary Development Plan approval to be known as Cypress Bay West Phase 1 PUD. ~~The Developer has submitted the Final Development Plan that matches the Preliminary Development Plan now with its final name of Willows of Cypress Bay West.~~

**ANALYSIS:**

The applicant is requesting Final Development Plan (FDP) approval for a Planned Unit Development (PUD), to construct a single-family residential subdivision called Cypress Bay West Phase 1 PUD. The planned unit development is a concept which encourages and permits variation in residential developments by allowing deviation in lot size, bulk or type of dwellings, density, lot coverage, setbacks, and open space, from those elements required in any singular zoning classification found in the city's Zoning Code.

Specifically, the FDP proposes a 229-unit single-family development that will be constructed in one phase. Per the FDP, typical lots within the residential development are 50' x 125'. The minimum size home and setbacks will need to be identified in the Declaration of Covenants and Restrictions as well as the construction drawings. The development will consist of a gated entrance with an amenities center, pool, playground, passive recreation areas, stormwater management ponds, and private roadways.

**CONDITIONS:**

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

- Fully engineered construction drawings;
- A Subdivision Plat meeting Chapter 177 of Florida State Statute requirements and a title opinion;
- The right-of-way width of Mara Loma Boulevard shall be 100 feet;
- The road name of 'Mara Loma Boulevard' shall be consistent all the way through. Staff will not support the name 'Mara Loma Extension Boulevard';
- The technical comments generated by the Development Review Staff, which is, by reference, incorporated herein as Exhibit 'D', shall be observed and incorporated into the engineered construction drawings; and
- >>Mara Loma Boulevard right-of-way dedication shall not be accepted by the City of Palm Bay for operation and maintenance, until and unless the Developer requests acceptance through the process promulgated in Chapter 182 of the City of Palm Bay's Code of Ordinances. Upon commencement of said process staff will determine if acceptance of the Mara Loma Boulevard Extension would provide a public benefit and that current City of Palm Bay construction standards are met.<<

**STAFF RECOMMENDATION:**

Case FD-11-2021 is recommended for approval, subject to the staff comments contained in this report.

## TECHNICAL COMMENTS

### CASE FD-11-2021 – Cypress Bay West Phase I PUD

#### **BREVARD COUNTY (Jeffrey Ball, Planning and Zoning Manager):**

Brevard County has no comments.

#### **PUBILC WORKS (Natalie Shaber, Engineer II):**

1. Approval in writing from Brevard County accepting the existing 2017 Traffic Impact Study dated within the last 12 months is required.
2. Please conduct a signal warrant analysis at the intersection of the Gardens at Waterstone, and Cypress Bay West (Aberdeen Dr).
3. Crosswalks shall be provided across Mar Loma between the entrance to The Gardens and CB West.
4. Sidewalk shall be provided on both sides of Mar Loma connecting to the existing sidewalk and to the onsite sidewalks.
5. All external agency permits will be provided to the City prior to scheduling a pre-sitework meeting per subsection 174.071 City Code of Ordinances.
6. Design, and performance specifications of Ch. 174 City's Code of Ordinances shall be met.
7. The stormwater management system is interconnected with the Gardens, Courtyards, and a R/W ponds D4 and D5 (future phase CB West). All easements and agreements between the respective Developer/HOA's and the City (if applicable) shall be drafted, executed, and recorded prior to Certificate of Completion. A developer agreement regarding landscaping maintenance in the right-of-way is also required.
8. Mar Loma Ext. shall be reviewed per Chapter 182 City's Code of Ordinances prior to acceptance by the City.
9. All right-of-way specifications per Ch 179 shall be adhered to as well as the design, performance, materials, utility location, inspection and testing specifications as outlined in the City's Public Works Manual for collector roadways.
10. Topographical surveys of the existing condition shall include contours as well as spot elevations.
11. The plans shall include cross-sections at all property boundaries.

12. Ensure that the Florida Building Code and FL Statute regarding ADA compliance of new facilities that serve the public are met.
13. Right-of-way and Commercial driveway permit applications and fees are required for the Aberdeen Dr. entrance.
14. Utilities within the Mar Loma R/W shall conform to the Utility Zones detail in the Public Works Manual.

**UTILITIES (Christopher Little, Utilities Director):**

1. The applicant/owner, at their expense, will be required to design, permit, install, inspect, and test water & sewer systems of adequate size to accommodate the development and to connect to the City's water and sewer system [Section 200.11(d)(1) - On-site Facilities]. Currently, the nearest point of connection to the mainline water distribution system is a 16" PVC pipe on the west end of Mara Loma Boulevard. The nearest point of connection to the mainline wastewater collection system force main is a 10" PVC pipe on the west end of Mara Loma Boulevard.
2. The applicant/owner will be responsible for the property's hydraulic share for the new utilities. Oversizing of utilities at the request of the Utilities Department will be subject to a refunding agreement or refundable advance [Section 200.11(D) &(E)]. The City of Palm Bay's 2017 Wastewater Master Plan & 2017 Water Master Plan, both of which are available upon request, identify proposed mainline extensions with the current piping size requirements.
3. A City of Palm Bay "Utility Agreement" shall be executed between the Property Owner and the City. All Utility impact/connection charges noted in the "Utility Agreement" must be paid as outlined in the terms and conditions of the Utility Agreement. All fees are subject to change annually on October 1. The Property Owner shall submit a certified copy of the property deed as verification of ownership as part of the Utility Agreement.
4. All Utility construction, materials, and testing shall be in accordance with the latest revision of the Palm Bay Utilities Department Policies, Procedures, and Standards Handbook and the Standard Detail Drawings.
5. Prior to any construction, all required FDEP Permit applications for the Water and Sanitary Sewer Construction shall be processed through and copies of the Permits filed with the Utilities Department.

**FIRE (Mark Whorton, Fire Consultant):**

1. The maximum distance to a fire hydrant from the closest point on the building shall not exceed 600 ft. (183 m).



2. The maximum distance between fire hydrants shall not exceed 800 ft. (244 m).
3. All motorized gates shall include a Siren Operated Switch and Knox Key Switch backup.
4. All manual gates shall have a Knox Padlock.



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Laurence Bradley, AICP, Growth Management Director

**DATE:** 5/20/2021

**RE:** Ordinance 2021-28, granting approval of a Final Development Plan for a Planned Unit Development of a proposed single-family residential subdivision to be known as 'Chaparral Phase 3' on property located west of and adjacent to Flying U Lane, in the vicinities south of Malabar Road and east of Allison Drive (68.82 acres) (Case FD-12-2021, Chaparral Properties, LLC) (Quasi-Judicial Proceeding), 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.

Chaparral Properties, LLC (represented by Jake Wise, P.E.) has submitted for Final Planned Unit Development approval of a 165-lot single-family residential subdivision to be known as Chaparral Phase 3. This phase of development includes approximately 68.82 acres of vacant land.

Phase 3 will consist of 40-foot-wide lots (107) and 50-foot-wide lots (58) with vehicular access via a sole entrance from Malabar Road. Right-of-way for the widening of Malabar Road has been accounted for, and an additional lift station is being added. The Chaparral of Palm Bay Community Development District (CDD), approved by City Council on February 7, 2019, will deliver community development services and facilities to the overall project area, and no City funds will be used for the basic infrastructure to support the development.

The City's Traffic Engineer has reviewed the traffic study and concurs with the County's assessment regarding the need for two (2) traffic signals. However, the City is requesting an updated traffic study to account for additional projects in the area and to factor in current traffic count data.

Upon review, the proposed request appears to conform with the applicable requirements for securing Final Development Plan approval.\*\*Quasi-Judicial Proceeding.

**REQUESTING DEPARTMENT:**  
Growth Management

**RECOMMENDATION:**  
Motion to approve Case FD-12-2021, subject to the following staff comments contained in the staff report being

addressed prior to approval of the construction plans and recordation of the plat:

- A. The boundary and title opinion shall be approved by the City Surveyor.
- B. Deed restrictions shall be submitted for city staff review/approval.
- C. All applicable outside agency permits must be obtained (St. Johns, Melbourne-Tillman, Florida Department of Environmental Protection, Brevard County, etc.).
- D. A Concurrency Determination letter from the School Board of Brevard County.
- E. The Master Amenity, with full design plans and specifications, shall be submitted before or with the Phase 4 Preliminary Development Plan application.

**Planning and Zoning Board Recommendation:**

Unanimous approval of the request, subject to the staff and technical comments contained in the staff report, with the condition that the 8-foot-high wall or fence be erected prior to the completion of Phase I.

**ATTACHMENTS:**

**Description**

**Case FD-12-2021**

**Board Minutes**

**Ordinance 2021-28**

**Ordinance 2021-28, Exhibit A**

**Ordinance 2021-28, Exhibit B**

**Ordinance 2021-28, Exhibit C**



# 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

Patrick J. Murphy, Assistant Growth Management Director

---

#### CASE NUMBER

FD-12-2021

#### PLANNING & ZONING BOARD HEARING DATE

April 7, 2021

---

#### PROPERTY OWNER & APPLICANT

Chaparral Properties, LLC.  
Represented by Jake Wise, P.E. of CEG  
Engineering Group, LLC.

#### PROPERTY LOCATION/ADDRESS

The project will be located south of and adjacent to  
Malabar Road SW, and west of and adjacent to the  
Brentwood Lakes PUD

---

#### SUMMARY OF REQUEST

Final Planned Unit Development approval for a 165-lot single-family residential subdivision to be known as Chaparral Phase 3.

##### Existing Zoning

PUD, Planned Unit Development

##### Existing Land Use

Undeveloped Land

##### Site Improvements

None; Cleared Land

##### Site Acreage

68.82 acres, more or less

---

#### SURROUNDING ZONING & USE OF LAND

##### North

PUD, Planned Unit Development (Chaparral Phases 1 & 2)

##### East

PUD, Planned Unit Development; Brentwood Lakes PUD

##### South

PUD, Planned Unit Development; Undeveloped Land

##### West

SR, Suburban Residential (Brevard County); Malabar Lakes West

---

#### COMPREHENSIVE PLAN COMPATIBILITY

Yes: The Future Land Use designation of the subject property is Single-Family Residential (SFR) Use (Ord. 2006-93). This request is for the development of single-family homes.

---

**BACKGROUND:**

The project will be located south of and adjacent to Malabar Road SE, and west of and adjacent to the Brentwood Lakes PUD. Specifically, the property is a portion of Tax Parcel 1, Section 4, Township 29, Range 36, Brevard County, Florida. This phase of development includes approximately 68.82 acres of land.

Back in 2005 the subject property was part of a larger project (250 acres) that was granted Preliminary PUD approval, with conditions, to consist of 730 residential units (PUD-13-2005). The applicant also requested an amendment of the Comprehensive Plan Future Land Use Map to assign the designation of Single-Family Residential Use. The land use request was approved via Ordinance No. 2006-93. The future land use approval has no expiration date.

On October 3, 2017 City Council approved the Final PUD for Chaparral Phase One (Ordinance 2017-63), which included 82 single-family lots. The approval applied PUD zoning to the north 28.75 acres of the overall property and included a mix of 40' and 50' wide lots.

On October 15, 2020 City Council granted Preliminary Planned Development approval and Tentative PUD Zoning for the overall Chaparral PUD project (Resolution 2020-53). The overall project proposes 677 residential units (602 single-family and 75 townhomes). The total acreage of the full project covers 204 acres. The 602 single-family lots are a combination of 40' and 50' wide lots. A future land use amendment will be needed for the townhomes.

Also, on October 15, 2020, City Council approved the Final PUD for Chaparral Phase Two (Ordinance 2020-70), which included 27 single-family lots (40' wide) on 13.24 acres. The final development plan approval constitutes a PUD rezoning, enacted by Ordinance. The final development plan is binding upon the land contained within the plan [185.067(B)].

The current request is for the next phase of development, to be called Chaparral Phase 3. It will consist of 165 single-family lots/units (107 – 40' wide lots and 58 – 50' wide lots). The applicant for this request is Chaparral Properties, LLC. They are represented by their Civil Engineer, Mr. Jake Wise P.E. of CEG Engineering Group, LLC.

**ANALYSIS:**

Chaparral PUD will eventually contain multiple "PODs" or phases of development, within an overall PUD. Vehicular access to the subdivision(s) will be from Malabar Road only, with the new entrance to align with Wisteria Avenue NW. Phase 1 has been designed to stand on its own and is currently under construction. Right-of-way dedication for the widening of Malabar Road was accounted for in the Phase 1 design.

Phase 2 will be an extension of phase one by continuing Diablo Circle SW and connecting it to Abilene Drive SW, which is the main road that will run north-south thru the overall project.

The 27 lots will be constructed on either side of this southern extension of Diablo Circle SW. Sanitary sewer is gravity-fed to an existing lift station in Phase 1 (Tract LS-1), which was designed to provide service for the Phase 2 lots. Public water will be provided to each lot and looped back into the Phase 1 water lines within Abilene Drive SW.

An additional lift station is being added to the project, adjacent to Abilene Drive, just west of the temporary cul-de-sac shown on Sheet CHP-3 of the Phase 3 FDP. The applicant's design will extend the main road (Abilene Drive) further south into the future phases of the overall development. The cul-de-sac has been shown simply as a "fail-safe". Interconnected wet detention ponds will serve as stormwater treatment for all three (3) phases, with an overflow structure that discharges to Melbourne-Tillman Canal No. 9. The stormwater treatment system design for this phase is consistent with the previously permitted (by the City and St. Johns) and partially constructed master system for the overall project.

The internal road network, which in addition to Abilene Drive SW consists of Stampede Circle and Desert Rose Court, will be designed to meet city construction standards. However, the roads (built within a 50' private right-of-way) will be dedicated to and maintained by the Chaparral Homeowner's Association (Plat Note #6). Construction drawings for this project are currently under administrative review.

The Chaparral of Palm Bay Community Development District (CDD) was approved by City Council on February 7, 2019 (Ordinance 2019-08). The CDD will deliver the community development services and facilities to the overall project area. No City funds will be used to provide the basic infrastructure needed to support the development.

Section 185.065 of the City's Code of Ordinances requires a Planned Unit Development to permanently set aside and designate on the site plan recreational and/or open space for use by residents of the PUD. Such useable space shall in the form of active or passive recreation areas. Common open space shall be improved to the extent necessary to complement the residential uses and may contain compatible and complimentary structures for the benefit and enjoyment of the residents of the PUD.

The overall Preliminary PUD subdivision plan (PD-24-2020) provided a breakdown showing that the minimum set aside of 25% of the acreage of the PUD had been met by a series of pocket parks, a linear trail, a master amenity area, and a portion of the stormwater ponds. In the General Statement of that plan was the following: "*The Master Amenity is proposed to begin construction after issuance of the 269<sup>th</sup> residential certificate of occupancy and completed within 18 months of commencement*". This would include the build-out of Phase 3.

However, it shall be noted that no specific development of this master amenity was shown or provided then, or even with this Phase 3 FDP submittal. To-date, only a small "tot lot" is proposed at the end of Diablo Circle, for all 3 phases of the project. In reviewing a PUD request

the degree of departure of the proposed project from the surrounding residential areas in terms of character and density shall be evaluated (Section 185.065). For example, the Chaparral PUD will consist of predominantly 40' wide and 50' wide lots, which are considered small lots. The development "trade-off" for a community of small lots is typically the provision of active recreation areas or amenities that cannot be accommodated on the small lots themselves. Staff believes that the spirit and intent of this Section has not been met. Therefore, the specific recreational amenity will need to be submitted and reviewed as a future, FDP request, either a stand-alone submittal, or as part of the next phase of development.

The City of Palm Bay's Intergovernmental Coordination Element (ICE-1.1A) establishes coordination between the City and appropriate jurisdictions regarding development approvals. The subject property will access a section of Malabar Road that is within the jurisdictional ownership and maintenance responsibilities of Brevard County. Thus, the overall PUD request (PD-24-2020) was forwarded to this agency. Review comments from the County were:

"The results of the traffic study submitted by the Applicant recommend signalization at the intersection of Malabar Road at the St. Johns Heritage Parkway, and at the intersection of Malabar Road with the entrance to the Chaparral PUD/project. These signals are recommended to be installed at the completion of the "Phase 1" improvements, to meet the Level of Service (LOS) criteria. Due to the proximity of the recently installed traffic signal at the entrance to the Brentwood Lakes PUD, and the two (2) additional traffic signals identified in this study, it is further recommended that signal coordination and a communication network shall be made a part of this development".

The City's Traffic Engineer has reviewed the traffic study and concurs with the County's assessment regarding the need for the two (2) traffic signals, and that the City and County will work together on signal timing. It shall be noted that "Phase 1" is identified in the Traffic Study to be the initial 275 single-family residential units. Phase 1-3 include a total number of lots that represent the "Phase 1" discussed in this study. Thus, a traffic signal and the WB left-turn lane identified in the conclusion of this study (pg. 26), would be required before any development beyond these 3 phases could begin.

However, that study was written in February of 2019. There have been additional projects approved within the area/scope of this project and more trips have been added to Malabar Road, since the study was completed over 2 years ago. Thus, the City is requesting an updated traffic study to account for these additional projects and to factor-in the current traffic count data. While it is anticipated that a traffic signal will still be required at the intersection of Abilene Drive and Malabar Road, the timing for installation of this signal and the length of the west-bound, left-turn lane into Chaparral, shall be re-examined.

Submitted as a required exhibit for an FDP is the preliminary subdivision plat. The legal description for the lands contained within the plat total only 43.27 acres, while the FDP covers



68.82 acres. It appears that the 25.55-acre difference is the exclusion of the large off-site pond (noted as Pond "I" in the drainage report) and that the ponds in the SE and SW corner of the plat (Tracts ST-7 & ST-6, respectively) are much larger on the FDP than on the plat. These lands shall be incorporated into the subdivision plat, noted as drainage tracts, and dedicated accordingly. Tract LD-5, noted in the Tract Area table on Sheet 1 of 4, is not provided on any of the sheets contained in the plat. This shall be shown or removed from the above table. The Opinion of Title was not included with the FDP submittal – nor was the Declaration of Covenants, Conditions, and Restrictions. The Declaration must be submitted with the construction plans (Administrative Review) and contain the development standards by which the construction of homes will be reviewed i.e., minimum home size, setbacks, etc.

Lastly, technical staff review comments are attached to this report.

**CONDITIONS:**

In order to receive Final Planned Unit Development approval, the proposal must meet the requirements of Section 185.067 of the City of Palm Bay's Code of Ordinances. Upon review, it appears that the request is in conformance with the applicable requirements of this section, subject to the following items being addressed prior to approval of the construction plans and recordation of the plat:

- A. The boundary and title opinion shall be approved by the City Surveyor.
- B. Deed restrictions shall be submitted for city staff review/approval.
- C. All applicable outside agency permits must be obtained (St. Johns, Melbourne-Tillman, Florida Department of Environmental Protection, Brevard County, etc.).
- D. A Concurrency Determination letter from the School Board of Brevard County.
- E. The Master Amenity, with full design plans and specifications, shall be submitted before or with the Phase 4 Preliminary Development Plan application.

**STAFF RECOMMENDATION:**

Case FD-12-2021 is recommended for approval, subject to the staff comments contained in this report.

## **TECHNICAL COMMENTS**

### **CASE FD-12-2021 – Chaparral Phase III**

#### **BREVARD COUNTY (Jeffrey Ball, Planning and Zoning Manager):**

Brevard County has no comments.

#### **PUBLIC WORKS (Natalie Shaber, Engineer II):**

##### **Survey**

1. No comments until Boundary and Plat are provided.

##### **Engineering**

1. Updated Traffic Impact Study required for this phase.
2. The onsite conservation easement dedicated to the SJRWMD shall be protected during construction from erosion and sedimentation. Please include on the SWPPP.
3. FL Building Code and FI Statutes shall be complied with regard to ADA requirements for new facilities that serve the public.
4. All external agency permits shall be provided to the City prior to scheduling a pre-sitework meeting.
5. Design, and performance specifications of Ch. 174 City's Code of Ordinances shall be met.
6. All right-of-way specifications per Ch 179 shall be adhered to as well as the design, performance, materials, utility location, inspection and testing specifications as outlined in the City's Public Works Manual for collector roadways.
7. Topographical surveys of the existing condition shall include contours as well as spot elevations.
8. The plans shall include cross-sections at all property boundaries.
9. The Malabar Rd r/w improvements shall be approved by Brevard County prior to Certificate of Completion.
10. Until dedicated to and accepted by Brevard County the sidewalk on Malabar Rd west of the entrance shall remain the maintenance responsibility of the HOA.

**UTILITIES (Christopher Little, Utilities Director):**

1. The applicant/owner, at their expense, will be required to design, permit, install, inspect and test water & sewer systems of adequate size to accommodate the development and to connect to the City's water and sewer system [Section 200.11(d)(1) - On-site Facilities]. At this time the nearest point of connection to the mainline water distribution system is a 20" PVC pipe on the North side of Malabar Road. The nearest point of connection to the mainline wastewater collection system force main is a 16" PVC pipe on the South side of Malabar Road.
2. The applicant/owner will be responsible for the property's hydraulic share for the new utilities. Oversizing of utilities at the request of the Utilities Department will be subject to a refunding agreement or refundable advance [Section 200.11(D) &(E)]. The City of Palm Bay's 2017 Wastewater Master Plan & 2017 Water Master Plan, both of which are available upon request, identify proposed mainline extensions with the current piping size requirements.
3. A City of Palm Bay "Utility Agreement" shall be executed between the Property Owner and the City. All Utility impact/connection charges noted in the "Utility Agreement" must be paid as outlined in the terms and conditions of the Utility Agreement. All fees are subject to change annually on October 1. The Property Owner shall submit a certified copy of the property deed as verification of ownership as part of the Utility Agreement.
4. All Utility construction, materials, and testing shall be in accordance with the latest revision of the Palm Bay Utilities Department Policies, Procedures, and Standards Handbook and the Standard Detail Drawings.
5. Prior to any construction, all required FDEP Permit applications for the Water and Sanitary Sewer Construction shall be processed through and copies of the Permits filed with the Utilities Department.

**FIRE (Mark Whorton, Fire Consultant):**

Fire Department has no comments.

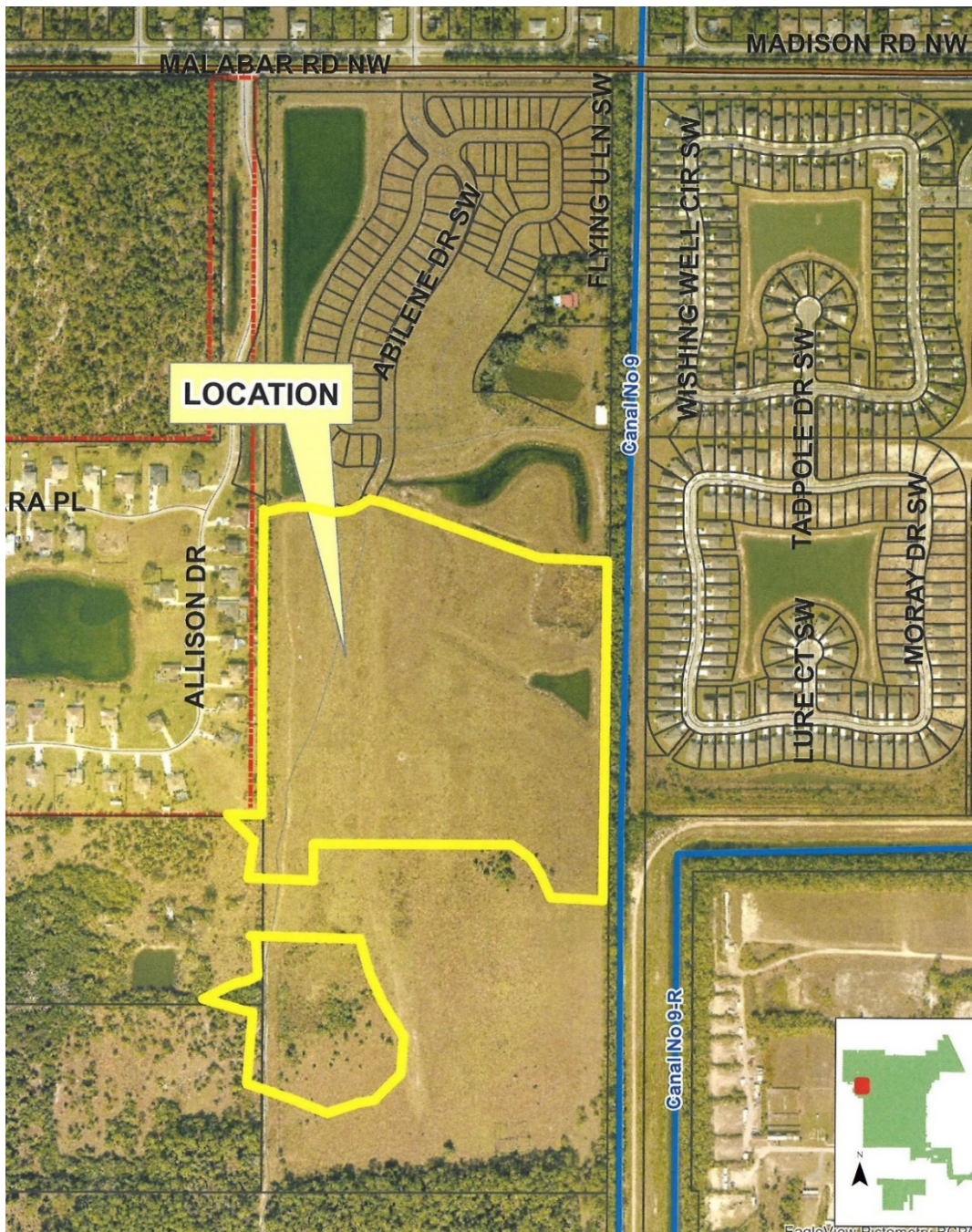
**BUILDING (James Williams, Flood Plain Administrator):**

The project is in FEMA Floodzone AE and X and will need an approved Conditional Letter of Map Amendment (CLOMA) before any buildings are constructed. For the final CO an approved Letter of Map Revision (LOMR) removing the entire project from the Special Flood Hazard Area is required.

Per the City's Floodplain Ordinance, any structure built within a Special Flood Hazard Area (SFHA) will require a Floodplain Permit at time of construction. An approved CLOMR does not exempt the requirement for a Floodplain Permit in the SFHA. The Building Official will not issue any building permits without a Floodplain Permit.

If you get the approved Subdivision LOMR before any buildings permits are applied for, you don't need to apply for individual Floodplain permits for each structure.

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



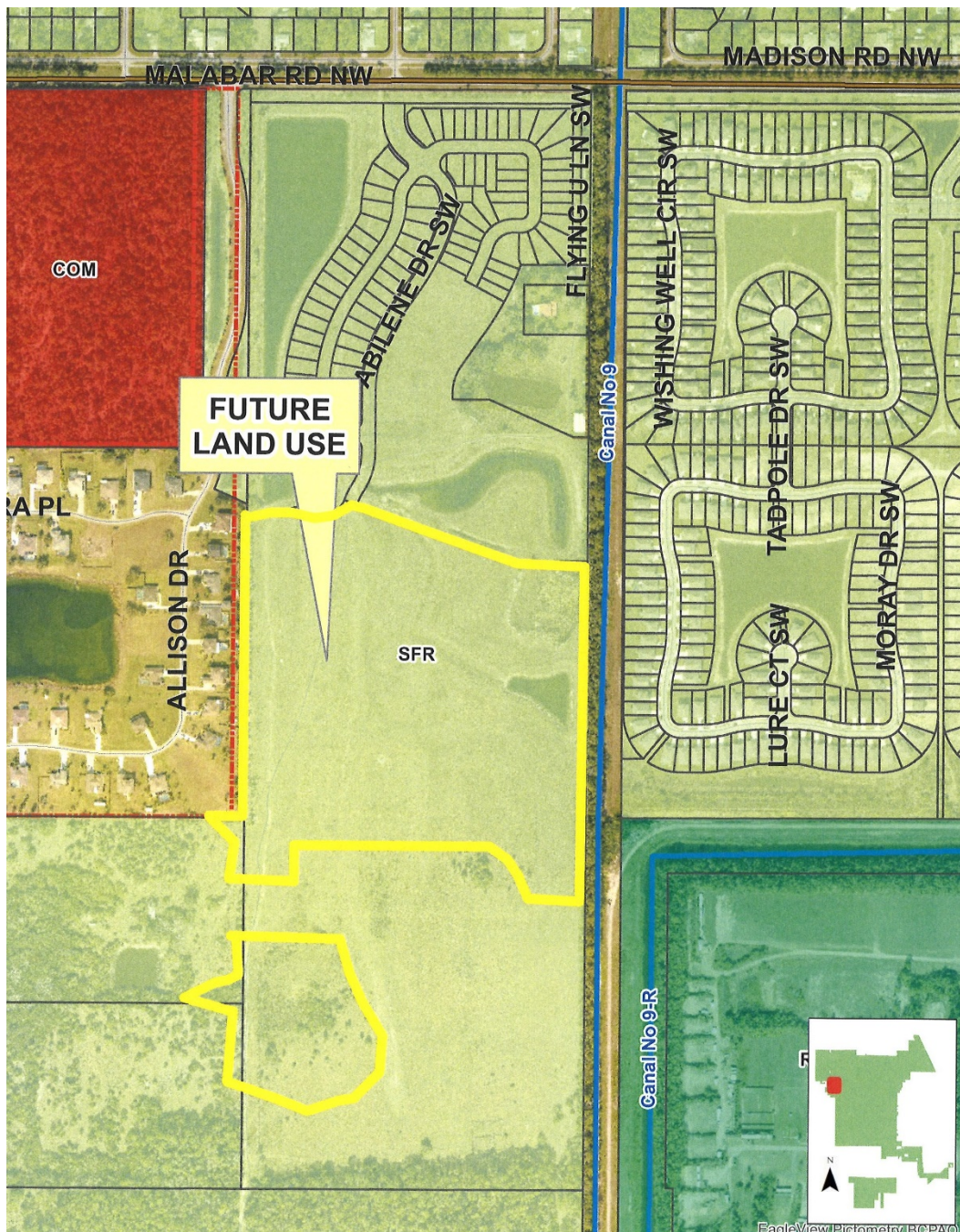
## AERIAL LOCATION MAP CASE FD-12-2021

### Subject Property

South of Malabar Road SW and west of Brentwood Lakes Subdivision



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



## **FUTURE LAND USE MAP      CASE FD-12-2021**

### **Subject Property**

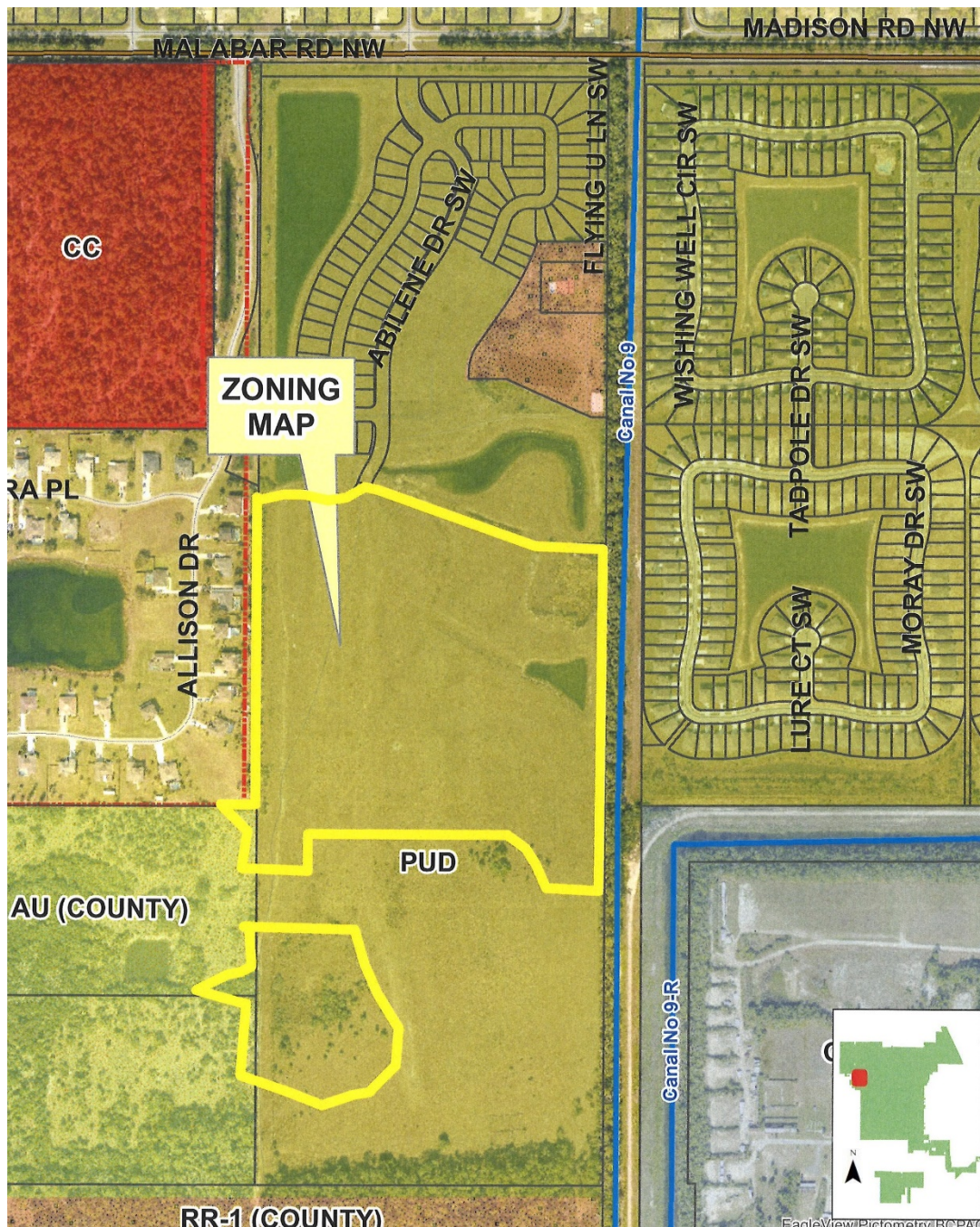
South of Malabar Road SW and west of Brentwood Lakes Subdivision

### **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 FD-12-2021

### Subject Property

South of Malabar Road SW and west of Brentwood Lakes Subdivision

### Current Zoning Classification

PUD – Planned Unit Development

# CHAPARRAL PHASE III FINAL DEVELOPMENT PLAN

PALM BAY, FL

DATE:  
JANUARY 14, 2021

PREPARED FOR:  
CHAPARRAL PROPERTIES, LLC.

## LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 29 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 4, AND RUN SOUTH 00°00'32" EAST ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 1917.09 FEET; THENCE SOUTH 89°58'07" WEST, A DISTANCE OF 45.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 00°00'32" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF THE MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL NO. 9, A DISTANCE OF 775.08 FEET; THENCE SOUTH 00°01'17" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 498.29 FEET; THENCE NORTH 89°58'43" WEST, A DISTANCE OF 386.69 FEET; THENCE SOUTH 89°47'06" WEST, A DISTANCE OF 856.63 FEET; THENCE NORTH 00°00'48" EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 4, A DISTANCE OF 484.42 FEET TO THE SOUTH LINE OF MALABAR LAKES WEST SUBDIVISION PHASE TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 37, PAGE 37, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 89°45'53" EAST ALONG SAID SOUTH LINE OF MALABAR LAKES WEST PHASE TWO, A DISTANCE OF 0.63 FEET; THENCE NORTH 00°01'04" EAST ALONG THE EAST LINE OF SAID MALABAR LAKES WEST PHASE TWO, A DISTANCE OF 683.74 FEET; THENCE SOUTH 89°58'23" WEST ALONG THE NORTH LINE OF MALABAR LAKES WEST, A DISTANCE OF 0.59 FEET TO THE SOUTHEAST CORNER OF MALABAR LAKES WEST SUBDIVISION PHASE 1A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGE 23, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 00°01'37" WEST ALONG THE EAST LINE OF SAID MALABAR LAKES WEST PHASE 1A, A DISTANCE OF 406.31 FEET TO THE SOUTHWEST CORNER OF CHAPARRAL P.U.D. PHASE ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGE 87, OF THE SAID PUBLIC RECORDS THEREOF; THENCE RUN ALONG THE SOUTH LINE OF SAID CHAPARRAL P.U.D. PHASE ONE FOR THE FOLLOWING FIVE (5) CALLS: NORTH 78°53'00" EAST, A DISTANCE OF 201.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.60 FEET, A CENTRAL ANGLE OF 30°36'21"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 21.37 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 72°30'38" EAST, A DISTANCE OF 58.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 66.00 FEET, A CENTRAL ANGLE OF 88°14'04"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 102.41 FEET TO A POINT; THENCE SOUTH 71°24'42" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF CHAPARRAL P.U.D. PHASE TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGE 87, OF THE SAID PUBLIC RECORDS OF BREVARD COUNTY; THENCE RUN ALONG THE SOUTH LINE OF SAID CHAPARRAL P.U.D. PHASE TWO FOR THE FOLLOWING SIX (6) CALLS: THENCE SOUTH 18°35'18" WEST, A DISTANCE OF 9.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 43°50'08"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 80.33 FEET TO A POINT; THENCE SOUTH 79°41'00" EAST, A DISTANCE OF 638.42 FEET; THENCE SOUTH 87°05'43" EAST, A DISTANCE OF 98.45 FEET; THENCE SOUTH 55°04'44" EAST, A DISTANCE OF 90.64 FEET; THENCE SOUTH 23°58'50" EAST, A DISTANCE OF 81.30 FEET; THENCE NORTH 89°59'28" EAST, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING, CONTAINING 43.27 ACRES MORE OR LESS.



LOCATION MAP  
NTS

## PROJECT DATA:

**GENERAL STATEMENT:**  
THE PROPOSED COMMUNITY CONSISTS OF THE CONSTRUCTION OF PHASE III OF CHAPARRAL SUBDIVISION RESIDENTIAL COMMUNITY IN PALM BAY, FLORIDA. THIS PHASE INCLUDES 165 SINGLE FAMILY LOTS JUST SOUTH OF PHASES I AND II. INTERCONNECTED WET DETENTION PONDS WILL SERVE AS STORMWATER TREATMENT FOR THIS PHASE WITH AN OVERTFLOW STRUCTURE THAT DISCHARGES TO MELBOURNE TILLMAN CANAL NO. 9. THE STORMWATER TREATMENT SYSTEM DESIGN FOR THIS PHASE IS CONSISTENT WITH PREVIOUSLY PERMITTED MASTER SYSTEM FOR OVERALL PROPERTY.

THE PROPOSED PUBLIC SEWER SYSTEM IS GRAVITY FED TO A LIFT STATION THAT PUMPS VIA A FORCE MAIN AND CONNECTS TO THE MAIN IN MALABAR ROAD RIGHT-OF-WAY. THE PUBLIC WATER MAIN SHALL BE LOOPED THROUGH PHASE III AND STUBBED TO THE SOUTH FOR FUTURE PHASES TO CONNECT.

**OWNER:**  
CHAPARRAL PROPERTIES, LLC  
2350 N. ROCKY POINT DR., SUITE 1050  
TAMPA, FL 33607  
TEL: (813) 286-8078  
E-MAIL: MANSIONING@FLORIDA.COM

**CIVIL ENGINEER:**  
CONSTRUCTION ENGINEERING GROUP, LLC  
JANE T. WISE, P.E.  
2601 EAU CALLEE BLVD., SUITE A  
MELBOURNE, FL 32935  
TEL: (321) 810-1750  
E-MAIL: JMW@CEENGINEERING.COM

**SURVEYOR:**  
AK LAND SURVEYING SERVICES, INC.  
3972 MANTON ROAD  
WEST MELBOURNE, FL 32904  
TEL: (321) 768-8110

**ADDRESS:**  
TOWNSHIP: 29  
RANGE: 38  
SECTION: 04  
TAX ACCOUNT NUMBER: 2903859

**RETRAKES:**  
FRONT: 25 FT  
SIDE: 9 FT  
REAR: 20 FT  
SIDE CORNER: 15 FT

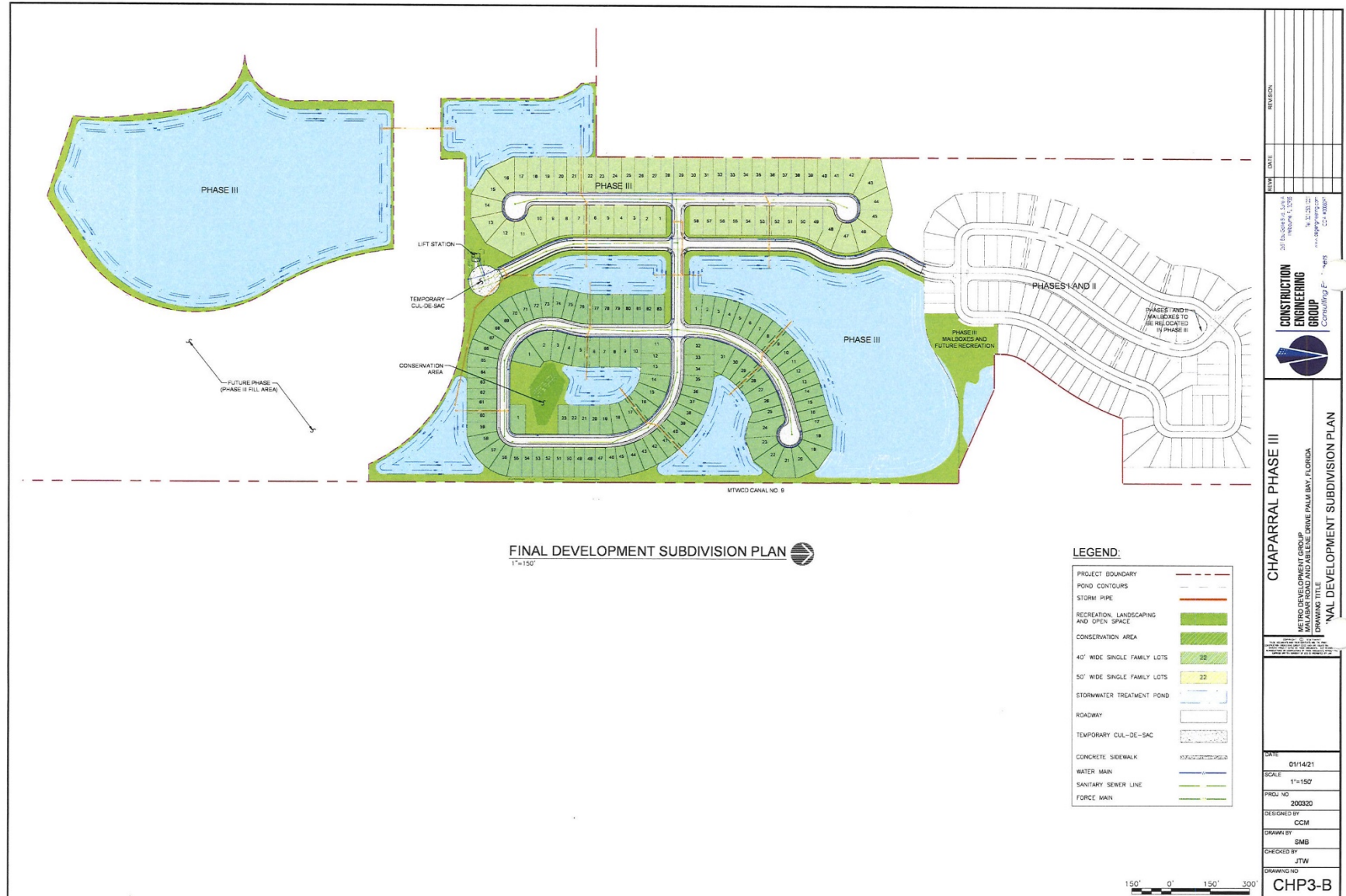
**UNIMPROVED LOT COUNT:**  
40+113 LOTS = 197  
30+115 LOTS = 58  
MAXIMUM BUILDING HEIGHT:  
2 STORY: 25 FT

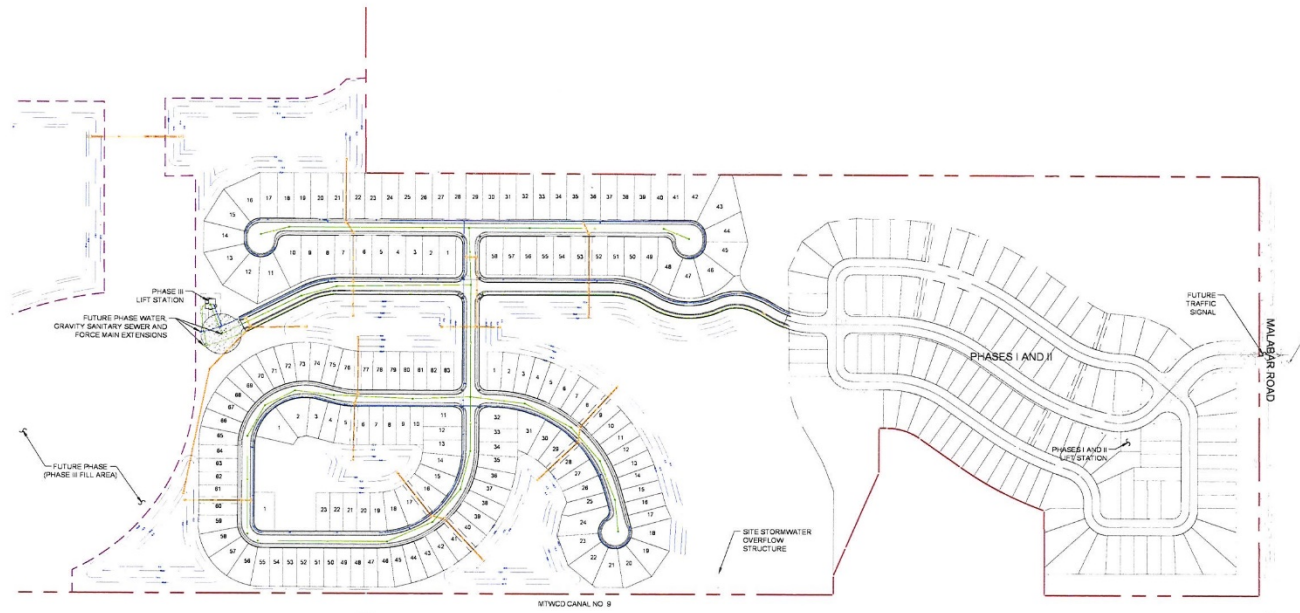
CALCULATED STORMWATER BASIN COVERAGE			
	±	ACRE	PERCENT
EXIST. IMPERVIOUS (LOTS)	979,005	22.48	33
IMPERVIOUS (ASPHALT/CONCRETE)	262,325	6.02	9
TOTAL IMPERVIOUS	1,241,330	28.50	42
PONDS AT INFL.	1,350,550	31.00	45
PERVIOUS	405,758	9.32	14
TOTAL GROSS AREA:	2,997,636	68.82	100

**OPEN SPACE REQUIREMENTS:**  
OVERALL AREA (66.82 ACRES):  
COMBINED ON-SITE PONDS: 12.90 AC  
RECREATION AREA: 1.34 AC  
TOTAL SPACE: 13.88 AC  
PROVIDED: 18.22 AC  
REQUIRED: 17.21 AC

DATE	01/14/21
SCALE	NTS
PROJ. NO.	200320
DESIGNED BY	CCM
DRAWN BY	SMB
CHECKED BY	JTW
DRAWING NO.	CHP3-A







# FINAL DEVELOPMENT UTILITY PLAN

1"=150'

## LEGEND:

PROJECT BOUNDARY  
 POND CONTOURS  
 STORM PIPE  
 WATER MAIN  
 SANITARY SEWER LINE  
 FORCE MAIN



DATE	01/14/21
SCALE	1"=150'
PROJ. NO.	2003320
DESIGNED BY	CCM
DRAWN BY	SMB
CHECKED BY	JTW
DRAWING NO.	CHP3-C

**CHAPARRAL PHASE III**

METRO DEVELOPMENT GROUP  
 10000 W. BAYVIEW AVENUE, SUITE 100  
 PALM BEACH, FLORIDA 33411

**CONSTRUCTION ENGINEERING GROUP**  
 Consulting Engineers

**FINAL DEVELOPMENT UTILITY PLAN**

REVISION	DATE	BY	APP'D



## LOCATION MAP

NTS

### LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 4, AND RUN SOUTH 00°00'32" EAST ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 1917.09 FEET; THENCE SOUTH 89°59'28" WEST, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 00°00'32" EAST ALONG THE WEST RIGHT OF WAY LINE OF THE MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL NO. 9, A DISTANCE OF 775.08 FEET; THENCE SOUTH 00°01'17" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 496.29 FEET; THENCE NORTH 89°58'43" WEST, A DISTANCE OF 399.69 FEET; THENCE SOUTH 89°47'06" WEST, A DISTANCE OF 855.63 FEET; THENCE NORTH 00°00'49" EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 4, A DISTANCE OF 494.43 FEET TO THE SOUTH LINE OF MALABAR LAKES WEST SUBDIVISION PHASE TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 37, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 89°45'53" EAST ALONG SAID SOUTH LINE OF MALABAR LAKES WEST PHASE TWO, A DISTANCE OF 0.63 FEET; THENCE NORTH 00°01'04" EAST ALONG THE EAST LINE OF SAID MALABAR LAKES WEST PHASE TWO, A DISTANCE OF 683.74 FEET; THENCE SOUTH 89°58'23" WEST ALONG THE NORTH LINE OF MALABAR LAKES WEST, A DISTANCE OF 0.59 FEET TO THE SOUTHEAST CORNER OF MALABAR LAKES WEST SUBDIVISION PHASE 1A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGE 23, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 00°01'37" WEST ALONG THE EAST LINE OF SAID MALABAR LAKES WEST PHASE 1A, A DISTANCE OF 406.31 FEET TO THE SOUTHWEST CORNER OF CHAPARRAL P.U.D. PHASE ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGE 87, OF THE SAID PUBLIC RECORDS OF BREVARD COUNTY; THENCE RUN ALONG THE SOUTH LINE OF SAID CHAPARRAL P.U.D. PHASE ONE FOR THE FOLLOWING FIVE (5) CALLS: NORTH 76°53'02" EAST, A DISTANCE OF 201.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 30°36'21", THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 21.37 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 72°30'38" EAST, A DISTANCE OF 59.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 66.00 FEET, A CENTRAL ANGLE OF 88°54'04", THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 102.41 FEET TO A POINT; THENCE SOUTH 71°24'42" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF CHAPARRAL P.U.D. PHASE TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, OF THE SAID PUBLIC RECORDS OF BREVARD COUNTY; THENCE RUN ALONG THE SOUTH LINE OF SAID CHAPARRAL P.U.D. PHASE TWO FOR THE FOLLOWING SIX (6) CALLS: THENCE SOUTH 18°35'18" WEST, A DISTANCE OF 5.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 43°50'08", THENCE SOUTHRLY ALONG THE ARC A DISTANCE OF 80.33 FEET TO A POINT; THENCE SOUTH 76°41'00" EAST, A DISTANCE OF 638.42 FEET; THENCE SOUTH 87°05'43" EAST, A DISTANCE OF 98.45 FEET; THENCE SOUTH 55°04'44" EAST, A DISTANCE OF 92.64 FEET; THENCE SOUTH 23°58'55" EAST, A DISTANCE OF 81.30 FEET; THENCE NORTH 89°59'28" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 43.27 ACRES MORE OR LESS.

 <div>CONSTRUCTION ENGINEERING GROUP</div> <div>consulting engineers</div>	2651 w. eau gallie blvd., suite a melbourne, fl 32935  tel. 321.253.1221 fax. 321.253.3123 www.ceengineering.com license #0008097		CHAPARRAL PH. 3 MALABAR ROAD PALM BAY, FL		DATE 3-06-20	
			LOCATION MAP		COUNTY BREVARD	APPROVED BY WISE
					SCALE NTS	THIS SHEET FIG-1



# PRELIMINARY PLAT FOR CHAPARRAL P.U.D. PHASE THREE

LYING IN SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST,  
CITY OF PALM BAY, BREVARD COUNTY, FLORIDA

### DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 4, AND RUN SOUTH 00°00'32" EAST ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 1912.09 FEET; THENCE SOUTH 89°29'28" WEST, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 00°00'32" EAST ALONG THE WEST RIGHT OF WAY LINE OF THE MELBOURNE TILMAN DRAINAGE DISTRICT CANAL, NO. 9, A DISTANCE OF 775.08 FEET; THENCE SOUTH 00°01'17" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 496.29 FEET; THENCE NORTH 89°58'43" WEST, A DISTANCE OF 398.69 FEET; THENCE SOUTH 89°47'08" WEST, A DISTANCE OF 855.63 FEET; THENCE NORTH 00°02'49" EAST ALONG THE WEST LINE OF THE TRACT, AS RECORDED IN PLAT BOOK 57, PAGE 27, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 89°55'51" EAST ALONG SAID SOUTH LINE OF MALABAR LAKES WEST PHASE TWO, A DISTANCE OF 0.61 FEET; THENCE NORTH 00°01'04" EAST ALONG THE EAST LINE OF SAID MALABAR LAKES WEST PHASE TWO, A DISTANCE OF 683.74 FEET; THENCE SOUTH 89°58'51" WEST ALONG THE NORTH LINE OF MALABAR LAKES WEST, A DISTANCE OF 6.58 FEET TO THE SOUTHWEST CORNER OF MALABAR LAKES WEST SUBDIVISION PHASE 1A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGE 23, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 00°01'37" WEST ALONG THE EAST LINE OF SAID MALABAR LAKES WEST PHASE 1A, A DISTANCE OF 486.31 FEET TO THE SOUTHWEST CORNER OF CHAPARRAL P.U.D. PHASE ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 85, PAGE 87, OF THE SAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 00°01'37" WEST ALONG THE EAST LINE OF SAID CHAPARRAL P.U.D. PHASE ONE, A DISTANCE OF 20.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 30°26'21", NORTH 78°53'00" EAST, A DISTANCE OF 21.37 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 72°30'38" EAST, A DISTANCE OF 58.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 66.00 FEET, A CENTRAL ANGLE OF 89°54'04", THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 102.41 FEET TO A POINT; THENCE SOUTH 73°34'04" EAST, A DISTANCE OF 56.00 FEET TO A POINT ON THE WEST LINE OF CHAPARRAL P.U.D. PHASE TWO ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 85, PAGE 87, OF THE SAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH LINE OF SAID CHAPARRAL P.U.D. PHASE TWO FOR THE FOLLOWING SIX (6) CALLS: THENCE SOUTH 18°50'18" WEST, A DISTANCE OF 5.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 43°50'08", THENCE SOUTHWEST ALONG THE ARC A DISTANCE OF 80.33 FEET TO A POINT; THENCE SOUTH 76°11'00" EAST, A DISTANCE OF 638.62 FEET; THENCE SOUTH 87°52'41" EAST, A DISTANCE OF 36.45 FEET; THENCE SOUTH 50°24'44" EAST, A DISTANCE OF 93.64 FEET; THENCE SOUTH 23°56'55" EAST, A DISTANCE OF 81.30 FEET; THENCE NORTH 89°58'28" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 43.77 ACRES MORE OR LESS.

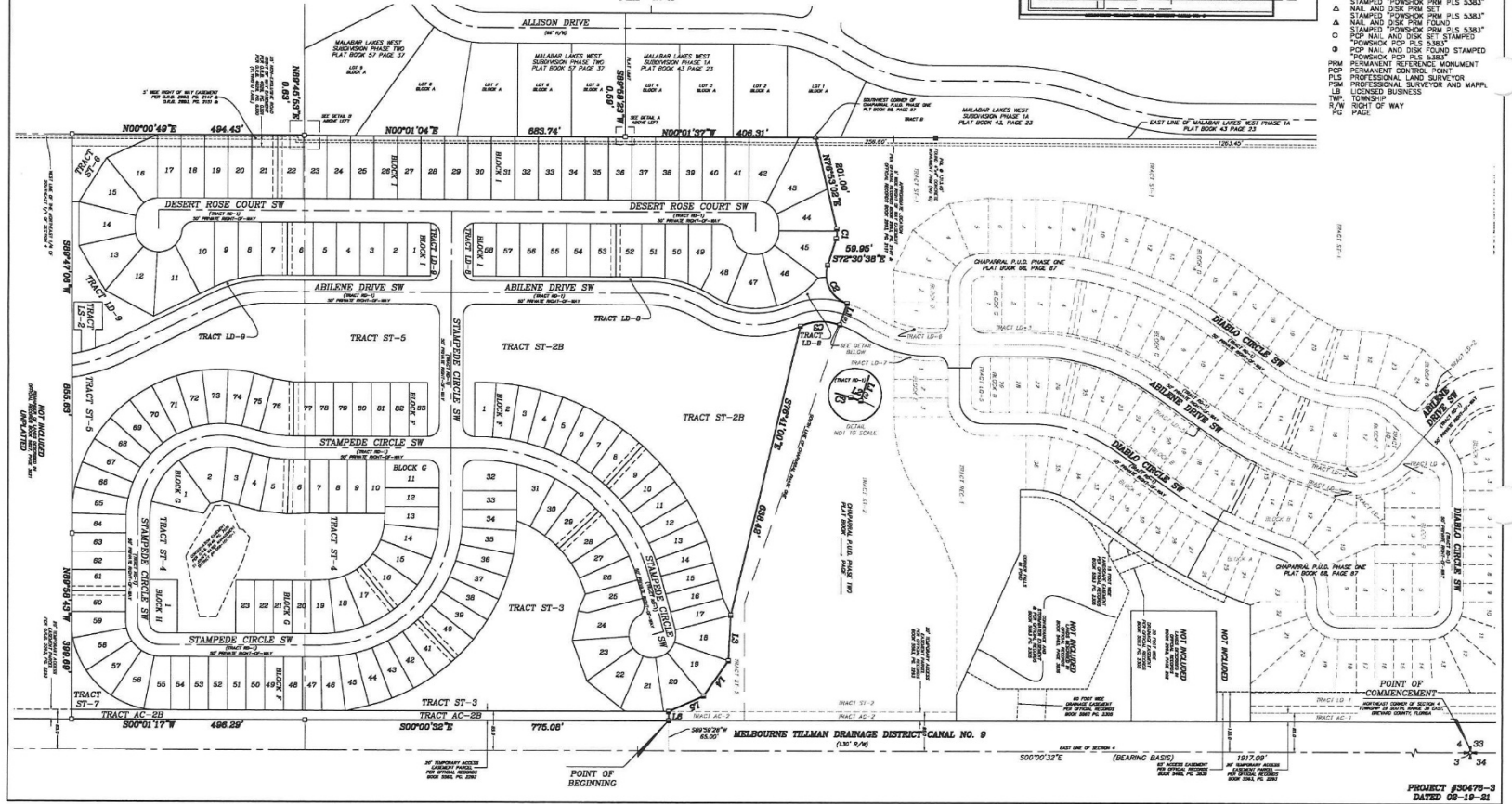
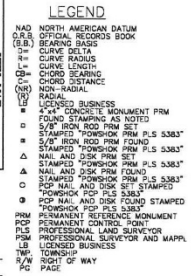
### GENERAL NOTES:

- THE BOUNDARIES SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 00°01'32" EAST FOR THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.
- ALL PRIVATE UTILITY EASEMENTS AND PRIVATE DRAINAGE EASEMENTS CREATED BY THIS PLAT ARE FOR THE USE AND BENEFIT OF AND BY CHAPARRAL HOMEOWNERS ASSOCIATION, INC.
- AN EASEMENT 5 FEET IN WIDTH IS DESIGNATED ADJACENT TO AND CONTIGUOUS WITH ALL SAID LOT LINES FOR THE PURPOSE OF PROVIDING FOR INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND PRIVATE DRAINAGE, UNLESS OTHERWISE SHOWN.
- AN EASEMENT 12 FEET IN WIDTH IS DESIGNATED ALONG ALL LOT AND TRACTS CREATED BY THIS PLAT ADJACENT TO ROAD TRACT RD-1 FOR THE PURPOSE OF PROVIDING PRIVATE DRAINAGE, INSTALLATION AND MAINTENANCE OF PRIVATE AND PUBLIC UTILITIES.
- SURVEY MONUMENTS WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.061 (7-9). ALL LOT CORNERS WILL BE SET WITH A 1/2" IRON ROD AND CAP OF NAIL AND SOAK STAMPED "TOWNSHIP PLS 5383" WHERE POSSIBLE BEFORE THE TRANSFER OF ANY LOTS.
- TRACTS RD-1 SHALL BE FOR THE PURPOSE OF PRIVATE ROAD RIGHT-OF-WAY WITH AN EASEMENT FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF PRIVATE DRAINAGE, PUBLIC AND PRIVATE UTILITIES AND SHALL BE MAINTAINED BY CHAPARRAL HOMEOWNERS ASSOCIATION, INC. A PERPETUAL, NON-EXCLUSIVE PUBLIC HIGHWAY AND EGRESS EASEMENT IS HEREBY RESERVED OVER AND UNDER TRACT RD-1, WHICH HIGHWAY FOR THE CITY OF PALM BAY, ALL GOVERNMENT AGENCIES, ALL PUBLIC AND PRIVATE UTILITY COMPANIES, AND EMERGENCY VEHICLES.
- TRACTS ST-106, ST-107, ST-108, ST-109, ST-110, ST-111, ST-112, ST-113, ST-114, ST-115, ST-116, ST-117, ST-118, ST-119, ST-120, ST-121, ST-122, ST-123, ST-124, ST-125, ST-126, ST-127, ST-128, ST-129, ST-130, ST-131, ST-132, ST-133, ST-134, ST-135, ST-136, ST-137, ST-138, ST-139, ST-140, ST-141, ST-142, ST-143, ST-144, ST-145, ST-146, ST-147, ST-148, ST-149, ST-150, ST-151, ST-152, ST-153, ST-154, ST-155, ST-156, ST-157, ST-158, ST-159, ST-160, ST-161, ST-162, ST-163, ST-164, ST-165, ST-166, ST-167, ST-168, ST-169, ST-170, ST-171, ST-172, ST-173, ST-174, ST-175, ST-176, ST-177, ST-178, ST-179, ST-180, ST-181, ST-182, ST-183, ST-184, ST-185, ST-186, ST-187, ST-188, ST-189, ST-190, ST-191, ST-192, ST-193, ST-194, ST-195, ST-196, ST-197, ST-198, ST-199, ST-200, ST-201, ST-202, ST-203, ST-204, ST-205, ST-206, ST-207, ST-208, ST-209, ST-210, ST-211, ST-212, ST-213, ST-214, ST-215, ST-216, ST-217, ST-218, ST-219, ST-220, ST-221, ST-222, ST-223, ST-224, ST-225, ST-226, ST-227, ST-228, ST-229, 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LYING IN SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA AAL LAND SURVEYING SERVICES, INC.  
3920 MINTON ROAD

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 2 OF 4  
SECTION 4 TOWNSHIP. 29 S., RANGE 36 E.



# CHAPARRAL P.U.D. PHASE THREE

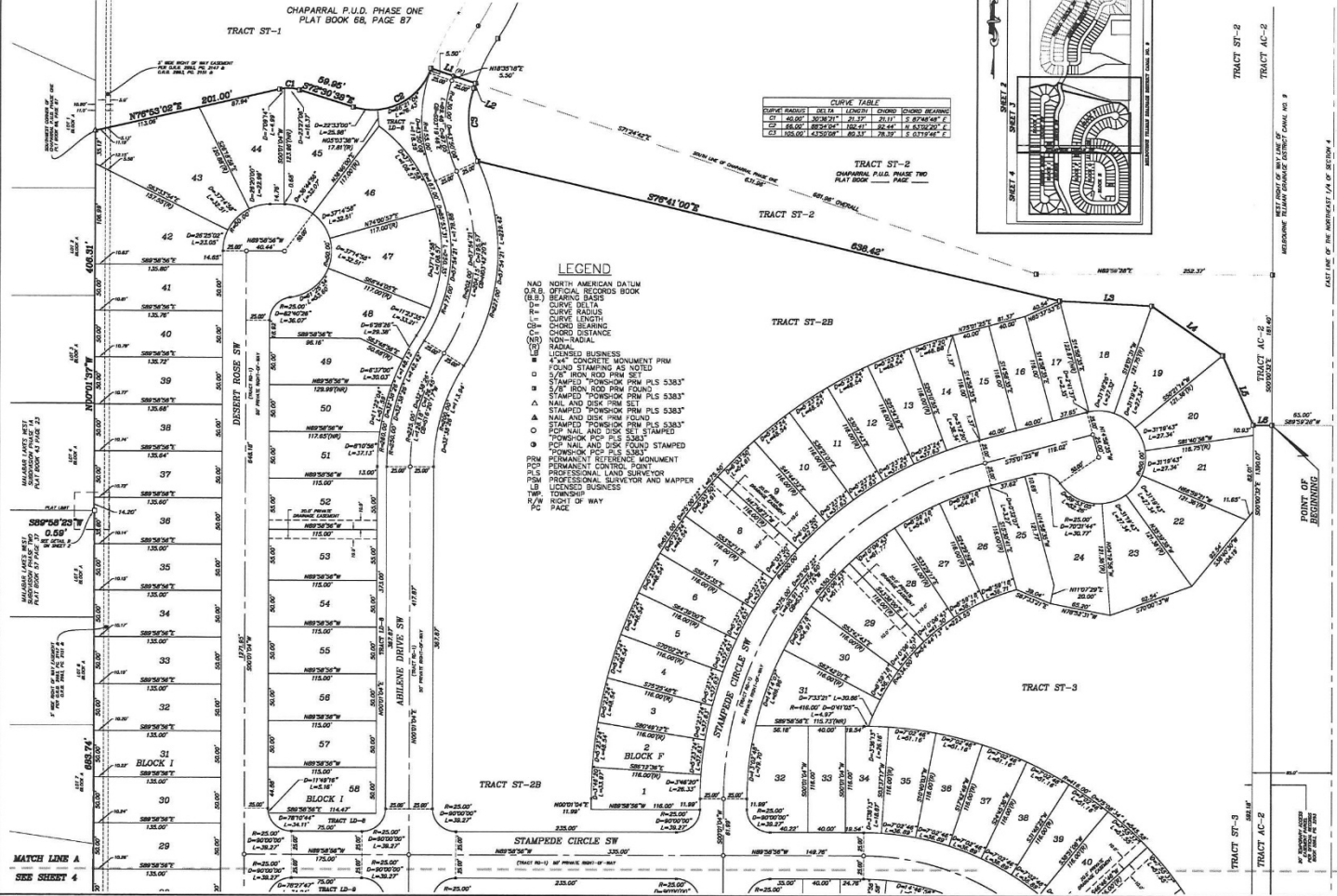
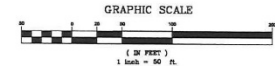
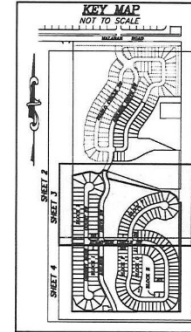
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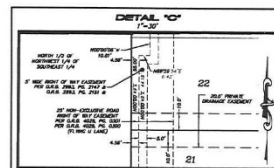
— PLAT PREPARED BY —  
AAL LAND SURVEYING SERVICES, INC.  
3370 JANTON ROAD  
WEST MELBOURNE, FLORIDA 32904  
(321) 788-0110

NOTICE: THIS PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL  
DEPOSITION OF THE SURVEYED LANDS DESCRIBED HEREIN AND WILL IN NO  
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DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT  
ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC  
RECORDS OF THIS COUNTY.

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 3 OF 4  
SECTION 4, TOWNSHIP 29 S., RANGE 36 E.

LINE	BEARING	LENGTH
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3	S 89° 58' 30" W	86.00'
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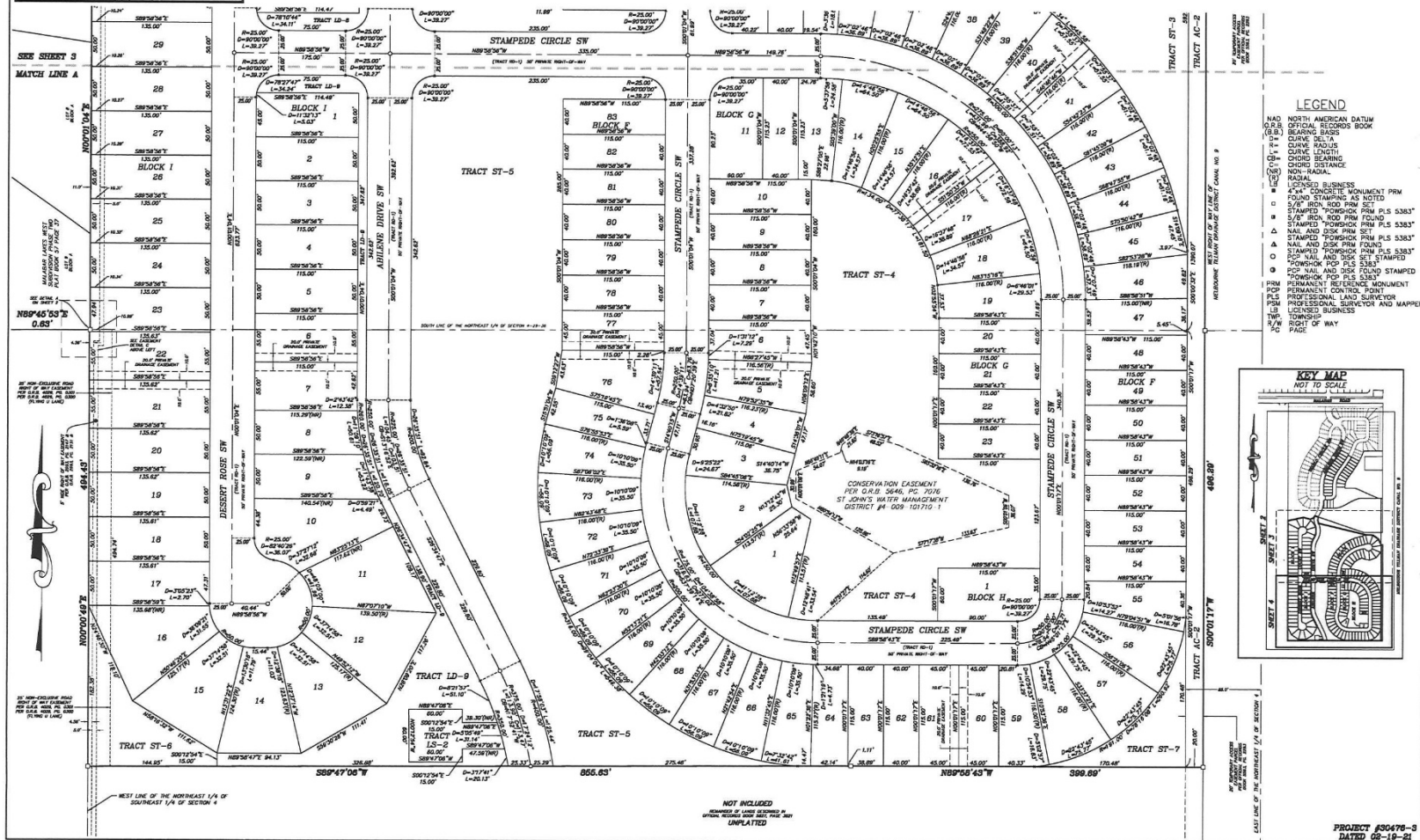
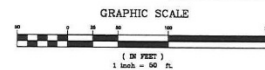
# CHAPARRAL P.U.D. PHASE THREE

LYING IN SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA

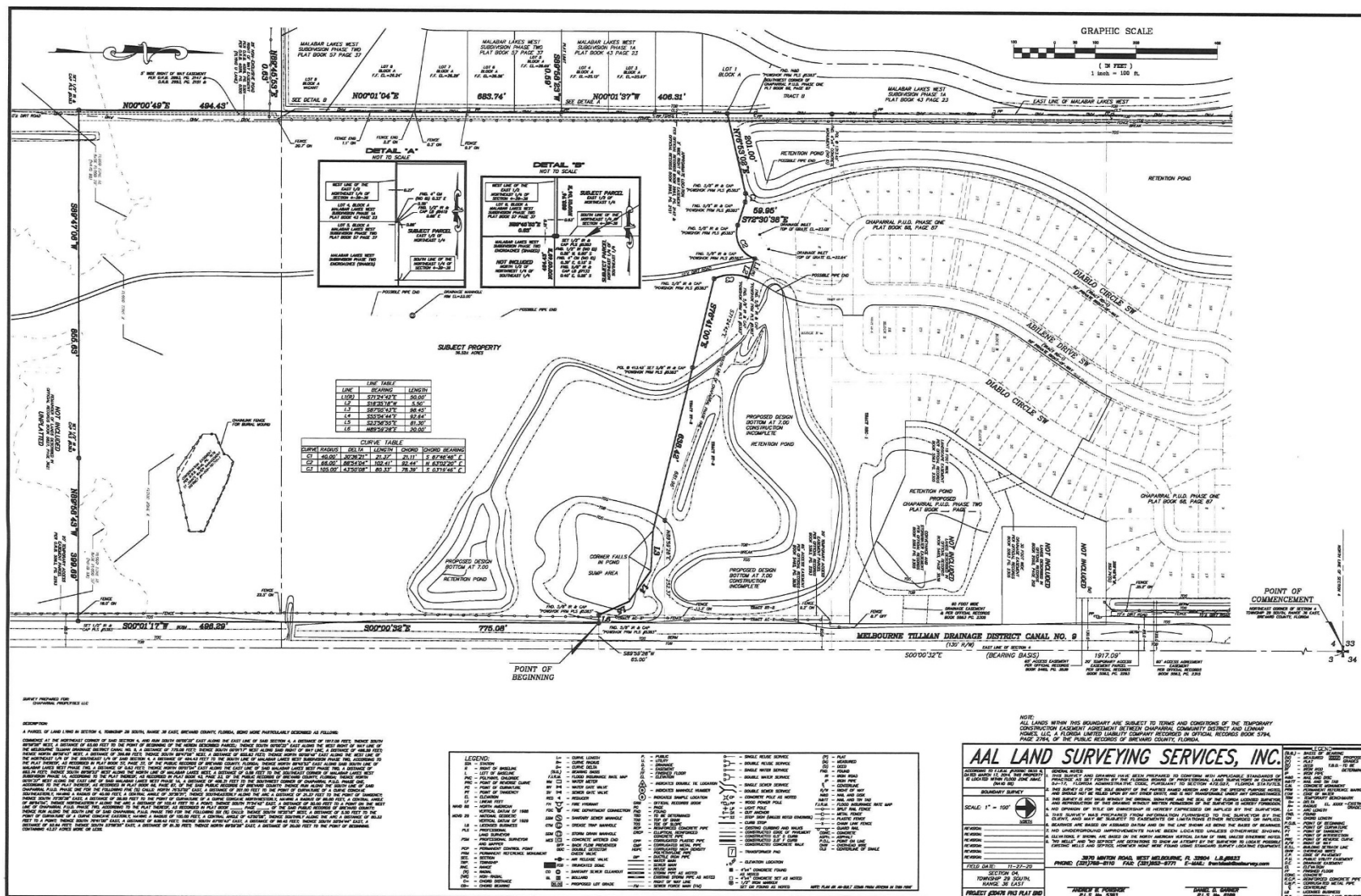
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- PLAT PREPARED BY -  
AAL LAND SURVEYING SERVICES, INC.  
3970 MINTON ROAD  
WEST MELBOURNE, FLORIDA 32904  
(321) 758-8110

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 4 OF 4  
SECTION 4 TOWNSHIP. 29 S., RANGE 36 E.









Land Development Division  
120 Malabar Road SE  
Palm Bay, FL 32907  
321-733-3042  
Landdevelopmentweb@palmbayflorida.org

## FINAL DEVELOPMENT PLAN APPLICATION

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida, Monday through Friday, during division office hours, to be processed for consideration by the Planning and Zoning Board. The application will then be referred by the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, unless otherwise stated.

### APPLICATION TYPE:

☒ **PUD**

Planned Unit Development  
(Section 185.067)

☐ **PMU**

Parkway Mixed Use District  
(Final Design Plan)  
(Section 185.057(C))

☐ **PCRD**

Planned Community  
Redevelopment District  
(Section 185.055(L))

☐ **RAC**

Regional Activity Center District  
(Section 185.056(C))

PROPOSED DEVELOPMENT NAME Chaparral Subdivision- Phase III

PARCEL ID 29-36-04-00-1

TAX ACCOUNT NO. 2903859

### LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THIS APPLICATION:

See attached

SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): +/- 68.82

TOTAL LOTS PROPOSED (list by use): 165 Single Family Residential

DEVELOPER Chaparral Properties, LLC

Full Address 2502 N Rocky Point Drive; Suite 1050; Tampa, FL 33607

Telephone 813-288-8078 Email marc@metrodbg.com

ENGINEER Jake Wise, PE- Construction Engineering Group, LLC

Full Address 2651 W Eau Gallie Blvd; Suite A; Melbourne, FL 32935

Telephone 321-610-1760 Email jwise@cegengineering.com

SURVEYOR AAL Land Surveying Services, Inc

Full Address 3970 Minton Road; West Melbourne, FL 32904

Telephone 321-768-8110 Email aal@aalsurvey.com

**CITY OF PALM BAY, FLORIDA  
FINAL DEVELOPMENT PLAN APPLICATION  
PAGE 2 OF 2**

**FINAL DEVELOPMENT PLAN CRITERIA FOR SUBMITTAL:**

- 1) TWO (2) COPIES OF THE FINAL DEVELOPMENT PLAN AND SUPPORTING DOCUMENTATION SHALL BE ATTACHED TO THE APPLICATION. THE FINAL PLAN AND SUPPORTING DOCUMENTATION MUST ALSO BE PROVIDED ON MEMORY DRIVE.
- 2) LAYOUT OF THE DEVELOPMENT PLAN SHALL BE IN PLAT FORM THAT MEETS THE REQUIREMENTS OF FLORIDA STATUTE CHAPTER 177.
- 3) THE FINAL DEVELOPMENT PLAN SHALL CONTAIN THE INFORMATION REQUIRED PER THE CITY OF PALM BAY LAND DEVELOPMENT CODE SECTION FOR A PUD, PMU, PCRD, OR RAC. **ADDITIONAL CONDITIONS MUST BE MET AND INCORPORATED INTO THE SITE PLAN FOR THE SPECIFIC TYPE OF DEVELOPMENT REQUESTED (PUD, PMU, PCRD, RAC).** THE ADDITIONAL CRITERIA IS LISTED IN THE CODE OF ORDINANCES AND AVAILABLE FROM STAFF.

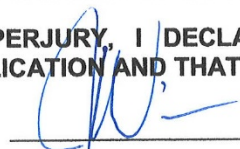
**THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS FINAL DEVELOPMENT PLAN APPLICATION:**

- X   \*A \$1,500.00 application fee shall accompany the Final Development Plan application for the purposes of administration. Make check payable to "City of Palm Bay."
- X   Final Development Plan (see above Final Development Plan Criteria for Submittal).
- X   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.)
- X   Citizen Participation Plan. Required when a preliminary development plan application was not submitted. Refer to [Section 169.005](#) of the Land Development Code for guidelines.
- X   School Board of Brevard County [School Impact Analysis Application](#) (if applicable).
- X   Sign(s) posted on the subject property. Refer to [Section 51.07\(C\)](#) of the Legislative Code for guidelines.
- X   **Where property is not owned by the applicant**, a [letter](#) must be attached giving the notarized consent of the owner to the applicant to apply for the final development plan.

I, THE UNDERSIGNED UNDERSTAND THAT THIS FINAL DEVELOPMENT PLAN APPLICATION MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY AND CERTIFY THAT ALL THE ANSWERS TO THE QUESTIONS IN SAID APPLICATION, AND ALL DATA AND MATTER ATTACHED TO AND MADE A PART OF SAID APPLICATION ARE HONEST AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING FINAL DEVELOPMENT PLAN APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.**

Signature of Applicant



Date 2-19-21

Printed Name of Applicant

Jake Wise, PE- Construction Engineering Group, LLC

Full Address

2651 W Eau Gallie Blvd; Suite A; Melbourne, FL 32935

Telephone

321-610-1760

Email

jwise@cegengineering.com

\*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY

\_\_\_\_\_, 20\_\_\_\_

**Re: Letter of Authorization**

**As the property owner of the site legally described as:**

Parcel ID 29-36-04-00-1

**I, Owner Name:** Chaparral Properties, LLC

**Address:** 2502 N Rocky Point Drive; Suite 1050; Tampa, FL 33607

**Telephone:** 813-288-8078

**Email:** marc@metrodg.com

**hereby authorize:**

**Representative:** Jake Wise, PE- Construction Engineering Group, LLC

**Address:** 2651 W Eau Gallie Blvd; Suite A; Melbourne, FL 32935

**Telephone:** 321-610-1760

**Email:** jwise@cegengineering.com

**to represent the request(s) for:**

Final Development Plan along with any and all submittals

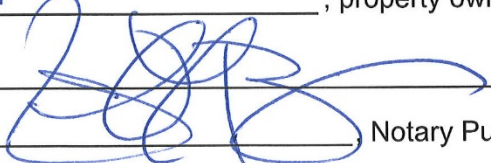
 1/21/21  
(Property Owner Signature)  
John Ryan, Manager

STATE OF FL

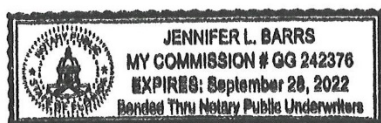
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of January, 2021 by

John Ryan, Manager, property owner.

 Notary Public

☒ Personally Known or ☐ Produced the Following Type of Identification:





**CITY OF PALM BAY, FLORIDA**  
**PLANNING AND ZONING BOARD/**  
**LOCAL PLANNING AGENCY**  
**REGULAR MEETING 2021-05**

Held on Wednesday, April 7, 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. Rainer Warner 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	Absent (Excused)
<b>MEMBER:</b>	Khalilah Maragh	Present
<b>MEMBER:</b>	Rainer Warner	Present
<b>NON-VOTING MEMBER:</b>	David Karaffa	Present
	(School Board Appointee)	

Mr. Hill's absence was excused.

**CITY STAFF:** Present were Mr. Laurence Bradley, 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 2021-04; March 3, 2021.**

Motion to approve the minutes as presented.

4. **\*\*FD-12-2021 - Chaparral Phase III - Chaparral Properties, LLC (Jake Wise, P.E., Rep.) – A Final Development Plan to allow for a 165-lot single-family development called Chaparral Phase III PUD. Part of Tax Parcel 1, Section 4, Township 29, Range 36, Brevard County, Florida, containing 68.82 acres, more or less. (South of Malabar Road SW and west of Brentwood Lakes Subdivision)**

Mr. Balter presented the staff report for Case FD-12-2021. Staff recommended Case FD-12-2021 for approval, subject to the staff comments contained in the staff report.

Mr. Boerema was not in favor of the smaller sized lots. He wanted to know if there were other subdivisions in the City with 40-foot-wide lots. Mr. Balter stated that there were other developments in the City with 40-foot-wide lots, and that there appeared to be a market for homeowners who preferred to provide care for less property. Palm Bay also had plenty of the standard 80-foot wide by 125-foot-deep lots.

Mr. Boothroyd was concerned about drainage on smaller sized lots, and he commented on the need for a traffic signal to alleviate Malabar Road congestion. Mr. Balter stated that requirements for both City stormwater and the St. Johns River Water Management District would have to be met. All ponds in the overall development were interconnected and would not be allowed to discharge more than discharged historically. Staff had also required a relook at traffic signalization and whether the signalization would be warranted sooner based on new data.

Mr. Rainer wanted to confirm that the technical comments in the staff report were part of the staff comments. Mr. Balter indicated that this was correct.

Mr. Jake Wise, P.E. with Construction Engineering Group (representative for the applicant) gave an overview of the subject development, which began in 2005. All project improvements would be funded through the Chaparral Community Development District (CDD). The 40-foot and 50-foot-wide lots would meet a demand for smaller lots; strict Melbourne Tillman Water Control District guidelines would be met for allowable drainage discharge; and the 2019 Traffic Study would be updated. Larger 135-foot-deep lots and fencing would be located on the western boundary to accommodate residents of Malabar Lakes West. The finished floor elevations in both subdivisions were compatible, and the lots abutting Malabar Lakes West would have front drainage. Brevard County School Board concurrency had



been obtained, and the subject development was compatible with the overall master plan for Chaparral PUD. He commented on how there would be pocket parks in each pod of the PUD and a linear trail system throughout. The subject phase, however, would include a large recreation common area.

Mr. Warner inquired about the minimum square footage of the homes planned for the small lots. Mr. Wise stated that the minimum living area for a home would be 1,437 square feet.

The floor was opened for public comments.

Ms. Brenda Chrieki (officer of Malabar Lakes West Homeowners Association) spoke against the request. She remarked on how the small lots planned for the development would lower the property value of the much larger lots in Malabar Lakes West. Residents of Malabar Lakes West continued to have concerns regarding construction dirt piles and dust blown into their pools and filters. She asked that the required 8-foot-high wall be erected prior to further construction to lessen the development's impact. She was opposed to more traffic, the additional school traffic, additional stop lights, noise, and the reduction in wildlife. She felt that Phase III should not move forward until the properties in Phases I and II were sold.

Mr. Jim Flynn (610 Hurley Boulevard SW) spoke against the request. He stated that a traffic signal at the Malabar Road and St. Johns Heritage Parkway intersection was warranted right now.

In response to comments from the audience, Mr. Wise explained that the issues that Malabar Lakes West had with the subject site's drainage, piles of fill, and debris had been addressed with Phase I. He agreed that installing the required 8-foot-high fence at this time was a reasonable request that would be met. He commented on how the traffic problems at the intersection of Malabar Road and St. Johns Heritage Parkway would be resolved by the traffic signals, once identified in an updated traffic study and warrant analysis.

The floor was closed for public comments, and there was no correspondence in the file.

Motion to submit Case FD-12-2021 to City Council for approval, subject to the staff and technical comments contained in the report, with the condition that an 8-foot-high fence or wall be erected prior to the completion of Phase I.

Motion by Ms. Maragh, seconded by Mr. Boothroyd. Motion carried with members voting as follows:

**Aye:** Weinberg, Jordan, Boerema, Boothroyd, Maragh, Warner.

5. **\*\*PD-13-2021 - Richmond Cove - Joseph Cleo/Josiah King, Inc./RFK Residential Development Properties, LLC (Richard Fadil and Bruce Moia, P.E., Reps.) – A Preliminary Development Plan to allow for a 149-lot single-family development called Richmond Cove PUD. Tracts C and C.02 of Port Malabar Unit 32 with Tax Parcel 251, Section 13, Township 29, Range 36, Brevard County, Florida, containing 60.22 acres, more or less. (West of and adjacent to Gaynor Drive SW, in the vicinity north of Ocean Spray Street SW)**

Mr. Balter presented the staff report for Case PD-13-2021. Staff recommended Case PD-13-2021 for approval, subject to the staff comments contained in the report.

Mr. Bruce Moia, P.E. of MBV Engineering, Inc. (representative for the applicant) stated that the proposed PUD was similar to the newly constructed development to the south, and that the smaller lots in the subject development would allow over 43 percent of the site to be used for common and passive open space and wetland preservation. The density for the development was 2.47 units per acre, which was less than the surrounding area.

Mr. Boerema inquired whether the 50-foot-wide lots allowed for five lots per acre. Mr. Moia explained that the existing Single Family Residential land use would remain; however, the requested PUD would have a density of 2.47 lots per acre.

Mr. Weinberg stated his concern regarding the effect the traffic would have on Gaynor Drive SW. The traffic impact statement that was submitted did not take into account the Bayridge development to the south, and how most of the traffic from both developments would use the local residential streets to reach De Groodt Boulevard SW to the north. Mr. Moia explained that the traffic impact statement was

## **ORDINANCE 2021-28**

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, APPROVING A FINAL DEVELOPMENT PLAN TO BE KNOWN AS 'CHAPARRAL PHASE 3' IN PUD (PLANNED UNIT DEVELOPMENT) ZONING; WHICH PROPERTY IS LOCATED WEST OF AND ADJACENT TO FLYING U LANE, IN THE VICINITIES SOUTH OF MALABAR ROAD AND EAST OF ALLISON DRIVE, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on October 15, 2020, the City of Palm Bay granted a Planned Unit Development (PUD) Preliminary Development Plan to be known as 'Chaparral PUD' to Chaparral Properties, LLC, and

**WHEREAS**, application for Final Development Plan approval in PUD (Planned Unit Development) zoning to permit a 165-unit residential subdivision to be known as 'Chaparral Phase 3' on property legally described herein, has been made by Chaparral Properties, LLC, and

**WHEREAS**, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on April 7, 2021, which voted to recommend to the City Council approval of the application, and

**WHEREAS**, all provisions applicable to the Planned Unit Development (PUD) under Chapter 185, Zoning, of the Palm Bay Code of Ordinances, have been satisfied by the applicant, and

**WHEREAS**, the City Council of the City of Palm Bay, after due deliberation and consideration, reviewed and considered the reports, documents, testimony, and other materials presented, and has determined that such development plan will neither be injurious to the neighborhood nor otherwise detrimental to the public welfare.

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

**SECTION 1.** The City Council of the City of Palm Bay hereby grants final development plan approval for 'Chaparral Phase 3' on property zoned PUD (Planned Unit Development), which property is legally described herein as Exhibit 'A'.

**SECTION 2.** The final development plan is granted subject to the following staff comments contained in the Staff Report being addressed prior to approval of the construction plans and recordation of the plat:

- A. The property shall be developed in substantial conformance with the Final Development Plan, which is, by reference, incorporated herein as Exhibit 'B', except as may be modified by the conditions of approval;
- B. The Land Development Division Staff Report, which is, by reference, incorporated herein as Exhibit 'C';
- C. The boundary and title opinion shall be approved by the City Surveyor;
- D. Deed restrictions shall be submitted for city staff review/approval;
- E. All applicable outside agency permits shall be obtained (St. Johns, Melbourne-Tillman, Florida Department of Environmental Protection, Brevard County, etc.).
- F. A Concurrency Determination letter from the School Board of Brevard County;
- G. The Master Amenity, with full design plans and specifications, shall be submitted before or with the Phase 4 Preliminary Development Plan application;
- H. The eight-foot-high wall or fence shall be erected prior to Phase 3; and
- I. All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations, and statutes.

**SECTION 3.** This ordinance shall take effect immediately upon the enactment date.

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

---

Robert Medina, MAYOR

ATTEST:

---

Terese M. Jones, CITY CLERK

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

Applicant: Chaparral Properties, LLC  
Case: FD-12-2021

cc: (date) Brevard County Recording  
Applicant  
Case File



LOCATION MAP  
NTS

## LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 4, AND RUN SOUTH 00°00'32" EAST ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 1917.09 FEET; THENCE SOUTH 89°59'28" WEST, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 00°00'32" EAST ALONG THE WEST RIGHT OF WAY LINE OF THE MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL NO. 9, A DISTANCE OF 775.08 FEET; THENCE SOUTH 00°01'17" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 496.29 FEET; THENCE NORTH 89°58'43" WEST, A DISTANCE OF 399.69 FEET; THENCE SOUTH 89°47'06" WEST, A DISTANCE OF 855.63 FEET; THENCE NORTH 00°00'49" EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 4, A DISTANCE OF 494.43 FEET TO THE SOUTH LINE OF MALABAR LAKES WEST SUBDIVISION PHASE TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 37, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 89°45'53" EAST ALONG SAID SOUTH LINE OF MALABAR LAKES WEST PHASE TWO, A DISTANCE OF 0.63 FEET; THENCE NORTH 00°01'04" EAST ALONG THE EAST LINE OF SAID MALABAR LAKES WEST PHASE TWO, A DISTANCE OF 683.74 FEET; THENCE SOUTH 89°58'23" WEST ALONG THE NORTH LINE OF MALABAR LAKES WEST, A DISTANCE OF 0.59 FEET TO THE SOUTHEAST CORNER OF MALABAR LAKES WEST SUBDIVISION PHASE 1A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGE 23, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 00°01'37" WEST ALONG THE EAST LINE OF SAID MALABAR LAKES WEST PHASE 1A, A DISTANCE OF 406.31 FEET TO THE SOUTHWEST CORNER OF CHAPARRAL P.U.D. PHASE ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGE 87, OF THE SAID PUBLIC RECORDS OF BREVARD COUNTY; THENCE RUN ALONG THE SOUTH LINE OF SAID CHAPARRAL P.U.D. PHASE ONE FOR THE FOLLOWING FIVE (5) CALLS: NORTH 76°53'02" EAST, A DISTANCE OF 201.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 30°36'21", THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 21.37 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 72°30'38" EAST, A DISTANCE OF 59.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 66.00 FEET, A CENTRAL ANGLE OF 88°54'04", THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 102.41 FEET TO A POINT; THENCE SOUTH 71°24'42" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF CHAPARRAL P.U.D. PHASE TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, OF THE SAID PUBLIC RECORDS OF BREVARD COUNTY; THENCE RUN ALONG THE SOUTH LINE OF SAID CHAPARRAL P.U.D. PHASE TWO FOR THE FOLLOWING SIX (6) CALLS: THENCE SOUTH 18°35'18" WEST, A DISTANCE OF 5.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 43°50'08", THENCE SOUTHRLY ALONG THE ARC A DISTANCE OF 80.33 FEET TO A POINT; THENCE SOUTH 76°41'00" EAST, A DISTANCE OF 638.42 FEET; THENCE SOUTH 87°05'43" EAST, A DISTANCE OF 98.45 FEET; THENCE SOUTH 55°04'44" EAST, A DISTANCE OF 92.64 FEET; THENCE SOUTH 23°58'55" EAST, A DISTANCE OF 81.30 FEET; THENCE NORTH 89°59'28" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 43.27 ACRES MORE OR LESS.

 <div><div>CONSTRUCTION ENGINEERING GROUP</div><div>consulting engineers</div></div>	<div>2651 W. eau gallie blvd., suite a melbourne, fl 32935</div> <div>tel. 321 253 1221 fax. 321 253 3123 www.ceengineering.com</div> <div>license #0008097</div>	<div>CHAPARRAL PH. 3</div> <div>MALABAR ROAD</div> <div>PALM BAY, FL</div> <div>LOCATION MAP</div>		<div>DATE</div> <div>3-06-20</div>
			<div>COUNTY</div> <div>BREVARD</div>	<div>APPROVED BY</div> <div>WISE</div>
			<div>SCALE</div> <div>NTS</div>	<div>THIS SHEET</div> <div>FIG-1</div>



# CHAPARRAL PHASE III FINAL DEVELOPMENT PLAN

PALM BAY, FL

DATE:  
JANUARY 14, 2021

PREPARED FOR:  
CHAPARRAL PROPERTIES, LLC.

## LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 29 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 4, AND RUN SOUTH 07°00'32" EAST ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 1917.09 FEET; THENCE SOUTH 88°59'28" WEST, A DISTANCE OF 45.50 FEET TO THE POINT OF BEGINNING OF THE HEREBY DESCRIBED PARCEL; THENCE SOUTH 02°00'32" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF THE MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL NO. 9, A DISTANCE OF 775.08 FEET; THENCE SOUTH 02°01'17" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 498.29 FEET; THENCE NORTH 88°58'43" WEST, A DISTANCE OF 388.69 FEET; THENCE SOUTH 88°47'06" WEST, A DISTANCE OF 858.63 FEET; THENCE NORTH 07°00'48" EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 4, A DISTANCE OF 484.43 FEET TO THE SOUTH LINE OF MALABAR LAKES WEST SUBDIVISION PHASE TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 37, PAGE 37, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 88°45'53" EAST ALONG SAID SOUTH LINE OF MALABAR LAKES WEST PHASE TWO, A DISTANCE OF 0.63 FEET; THENCE NORTH 02°01'04" EAST ALONG THE EAST LINE OF SAID MALABAR LAKES WEST PHASE TWO, A DISTANCE OF 683.74 FEET; THENCE SOUTH 88°58'23" WEST ALONG THE NORTH LINE OF MALABAR LAKES WEST, A DISTANCE OF 0.59 FEET TO THE SOUTHEAST CORNER OF MALABAR LAKES WEST SUBDIVISION PHASE 1A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGE 23, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 02°01'37" WEST ALONG THE EAST LINE OF SAID MALABAR LAKES WEST PHASE 1A, A DISTANCE OF 406.31 FEET TO THE SOUTHWEST CORNER OF CHAPARRAL P.U.D. PHASE ONE, ACCORDING TO THE PLAT OF BREVARD COUNTY; THENCE RUN ALONG THE SOUTH LINE OF SAID CHAPARRAL P.U.D. PHASE ONE FOR THE FOLLOWING FIVE (5) CALLS: NORTH 78°53'02" EAST, A DISTANCE OF 201.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.60 FEET, A CENTRAL ANGLE OF 30°36'21"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 21.37 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 72°30'38" EAST, A DISTANCE OF 58.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 66.00 FEET, A CENTRAL ANGLE OF 88°14'04"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 102.41 FEET TO A POINT; THENCE SOUTH 71°24'42" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF CHAPARRAL P.U.D. PHASE TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 37, PAGE 37, OF THE PUBLIC RECORDS OF BREVARD COUNTY; THENCE RUN ALONG THE SOUTH LINE OF SAID CHAPARRAL P.U.D. PHASE TWO FOR THE FOLLOWING SIX (6) CALLS: THENCE SOUTH 18°35'18" WEST, A DISTANCE OF 9.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 43°50'08"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 80.33 FEET TO A POINT; THENCE SOUTH 78°41'00" EAST, A DISTANCE OF 638.42 FEET; THENCE SOUTH 87°05'43" EAST, A DISTANCE OF 88.45 FEET; THENCE SOUTH 55°04'44" EAST, A DISTANCE OF 90.64 FEET; THENCE SOUTH 23°58'50" EAST, A DISTANCE OF 81.30 FEET; THENCE NORTH 88°59'28" WEST, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING, CONTAINING 43.27 ACRES MORE OR LESS.



LOCATION MAP  
NTS

## PROJECT DATA:

**GENERAL STATEMENT:**  
THE PROPOSED COMMUNITY CONSISTS OF THE CONSTRUCTION OF PHASE III OF CHAPARRAL SUBDIVISION RESIDENTIAL COMMUNITY IN PALM BAY, FLORIDA. THIS PHASE INCLUDES 165 SINGLE FAMILY LOTS JUST SOUTH OF PHASES I AND II. INTERCONNECTED WET DETENTION PONDS WILL SERVE AS STORMWATER TREATMENT FOR THIS PHASE WITH AN OVERTFLOW STRUCTURE THAT DISCHARGES TO MELBOURNE TILLMAN CANAL NO. 9. THE STORMWATER TREATMENT SYSTEM DESIGN FOR THIS PHASE IS CONSISTENT WITH PREVIOUSLY PERMITTED MASTER SYSTEM FOR OVERALL PROPERTY.

THE PROPOSED PUBLIC SEWER SYSTEM IS GRAVITY FED TO A LIFT STATION THAT PUMPS VIA A FORCE MAIN AND CONNECTS TO THE MAIN IN MALABAR ROAD. RIGHT-OF-WAY THE PUBLIC WATER MAIN SHALL BE LOOPED THROUGH PHASE III AND STUBBED TO THE SOUTH FOR FUTURE PHASES TO CONNECT.

**OWNER:**  
CHAPARRAL PROPERTIES, LLC  
2350 N. ROCKY POINT DR., SUITE 1050  
TAMPA, FL 33607  
TEL: (813) 286-8078  
E-MAIL: MANSON@CHAPARRALFLORIDA.COM

**CIVIL ENGINEER:**  
CONSTRUCTION ENGINEERING GROUP, LLC  
JANE T. WISE, P.E.  
2601 EAU CALLEE BLVD., SUITE A  
MELBOURNE, FL 32935  
TEL: (321) 810-1750  
E-MAIL: JMW@CEENGINEERING.COM

**SURVEYOR:**  
AK LAND SURVEYING SERVICES, INC.  
3970 MANTON ROAD  
WEST MELBOURNE, FL 32904  
TEL: (321) 768-8110

**ADDRESS:**  
TOWNSHIP: 29  
RANGE: 38  
SECTION: 04  
TAX ACCOUNT NUMBER: 2903859

**RETRACTS:**

FRONT	REAR	SIDE CORNER	UNPROPOSED	LOT COUNT
25 FT	9 FT	15 FT	40+113 LOTS + 197	107
20 FT	20 FT	15 FT	30+115 LOTS + 38	148
15 FT	15 FT	15 FT	2 STORY: 25 FT	

**CALCULATED STORMWATER BASIN COVERAGE:**

	AC	PERCENT
65% IMPERVIOUS (LOTS)	979,005	22.48
IMPERVIOUS (ASPHALT/CONCRETE)	262,325	6.02
TOTAL IMPERVIOUS	1,241,330	28.50
PONDS AT INFL.	1,350,550	31.00
PERVIOUS	405,758	9.32
TOTAL GROSS AREA:	2,997,636	68.82

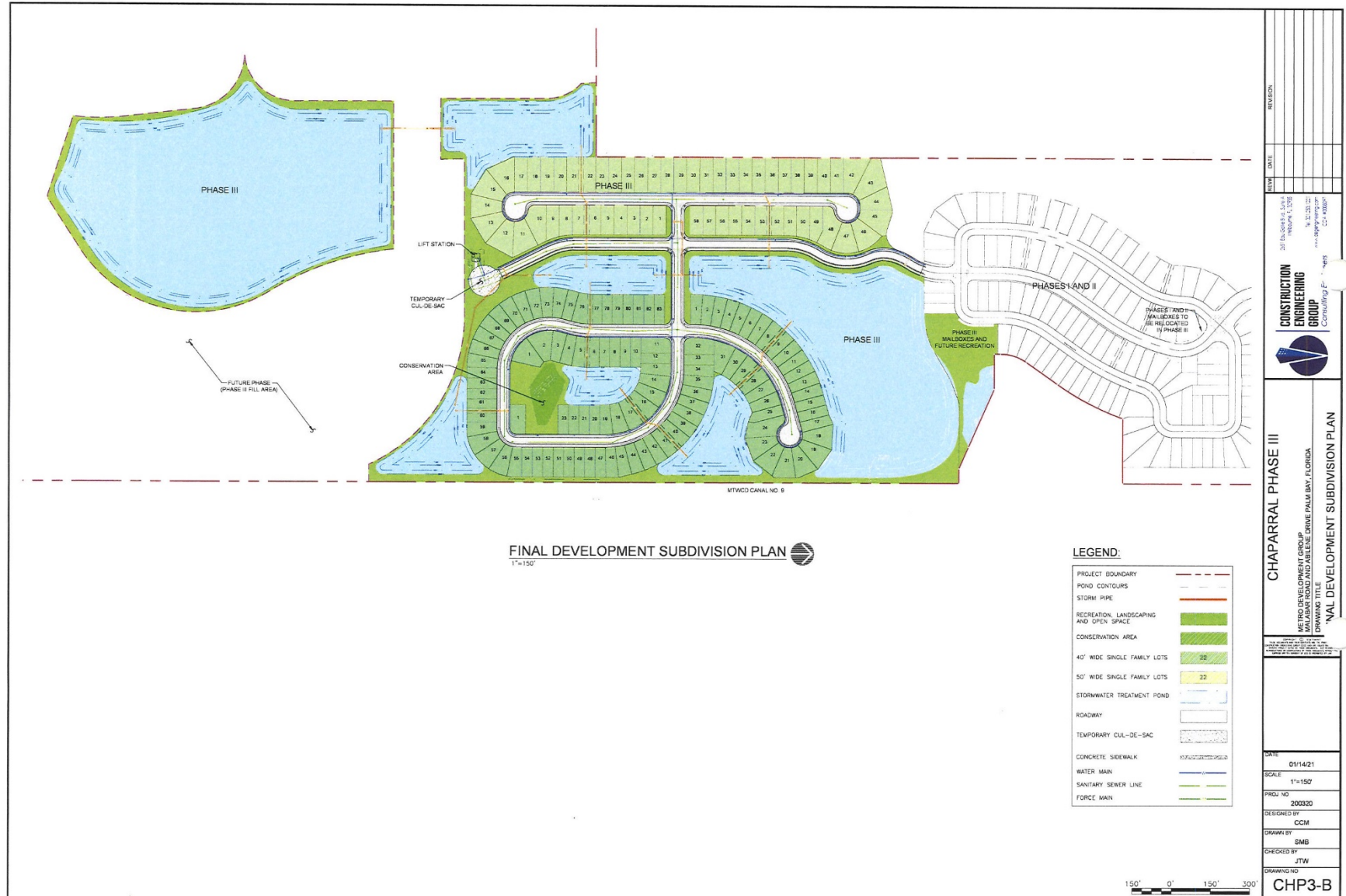
**OPEN SPACE REQUIREMENTS:**

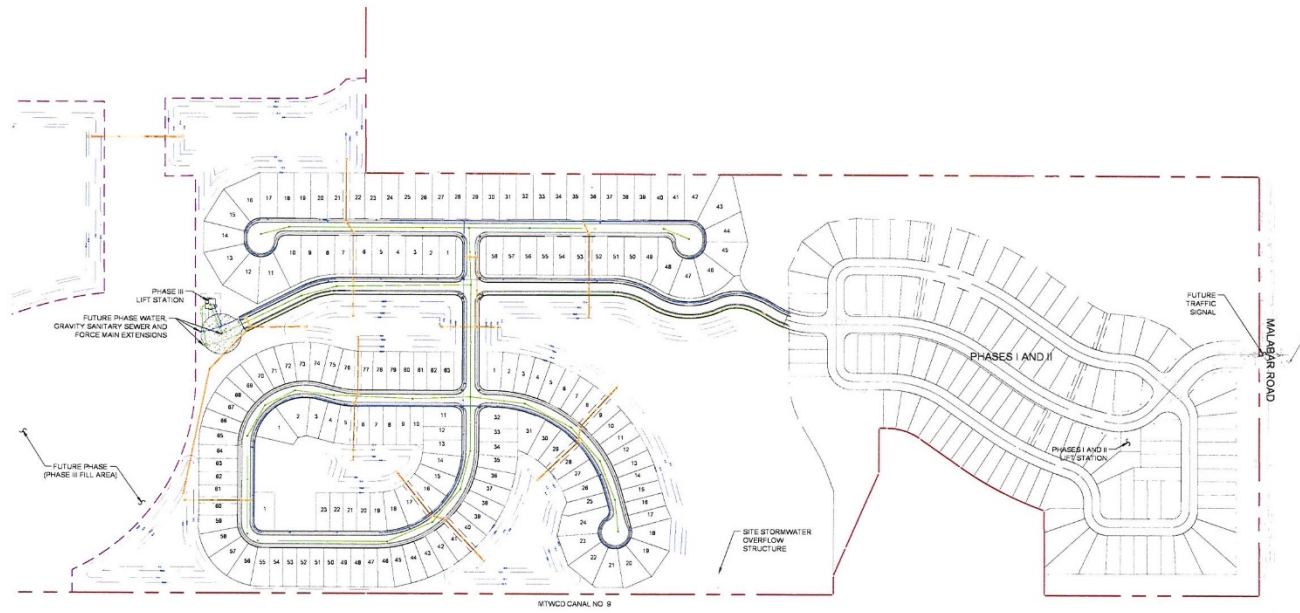
	AC
OVERALL AREA (66.82 ACRES)	12.90
COMBINED ON-SITE PONDS	1.34
RECREATION AREA	1.38
OPEN SPACE	18.22
PROVIDED	17.21
REQUIRED	

DATE	01/14/21
SCALE	NTS
PROJ. NO.	200320
DESIGNED BY	CCM
DRAWN BY	SMB
CHECKED BY	JTW
DRAWING NO.	CHP3-A

CHAPARRAL PHASE III  
METRO DEVELOPMENT GROUP  
MALABAR ROAD AND ABERNETHY DRIVE PALM BAY, FLORIDA  
FINAL DEVELOPMENT PLAN

CONSTRUCTION ENGINEERING GROUP  
Consulting Engineers





# FINAL DEVELOPMENT UTILITY PLAN

1"=150'

## LEGEND:

PROJECT BOUNDARY	---
POND CONTOURS	---
STORM PIPE	---
WATER MAIN	---
SANITARY SEWER LINE	---
FORCE MAIN	---



<p><b>CHAPARRAL PHASE III</b></p> <p>METRO DEVELOPMENT GROUP 10000 W. BAYVIEW AVENUE, SUITE 100 DADE COUNTY, FLORIDA 33147</p> <p>CHAPARRAL PHASE III FINAL DEVELOPMENT UTILITY PLAN</p>	<p>DATE: 01/14/21</p> <p>SCALE: 1"=150'</p> <p>PROJ. NO: 2003320</p> <p>DESIGNED BY: CCM</p> <p>DRAWN BY: SMB</p> <p>CHECKED BY: JTW</p> <p>DRAWING NO: CHP3-C</p>
	<p>CONSTRUCTION ENGINEERING GROUP Consulting Engineers</p> <p>301 N. W. 10th St. Miami, FL 33136 Tel: 305.375.1234 Fax: 305.375.1235 www.cceg.com</p>



## 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

Patrick J. Murphy, Assistant Growth Management Director

---

#### CASE NUMBER

FD-12-2021

#### PLANNING & ZONING BOARD HEARING DATE

April 7, 2021

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#### PROPERTY OWNER & APPLICANT

Chaparral Properties, LLC.  
Represented by Jake Wise, P.E. of CEG  
Engineering Group, LLC.

#### PROPERTY LOCATION/ADDRESS

The project will be located south of and adjacent to  
Malabar Road SW, and west of and adjacent to the  
Brentwood Lakes PUD

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#### SUMMARY OF REQUEST

Final Planned Unit Development approval for a 165-lot single-family residential subdivision to be known as Chaparral Phase 3.

##### Existing Zoning

PUD, Planned Unit Development

##### Existing Land Use

Undeveloped Land

##### Site Improvements

None; Cleared Land

##### Site Acreage

68.82 acres, more or less

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#### SURROUNDING ZONING & USE OF LAND

##### North

PUD, Planned Unit Development (Chaparral Phases 1 & 2)

##### East

PUD, Planned Unit Development; Brentwood Lakes PUD

##### South

PUD, Planned Unit Development; Undeveloped Land

##### West

SR, Suburban Residential (Brevard County); Malabar Lakes West

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#### COMPREHENSIVE PLAN COMPATIBILITY

Yes: The Future Land Use designation of the subject property is Single-Family Residential (SFR) Use (Ord. 2006-93). This request is for the development of single-family homes.



**BACKGROUND:**

The project will be located south of and adjacent to Malabar Road SE, and west of and adjacent to the Brentwood Lakes PUD. Specifically, the property is a portion of Tax Parcel 1, Section 4, Township 29, Range 36, Brevard County, Florida. This phase of development includes approximately 68.82 acres of land.

Back in 2005 the subject property was part of a larger project (250 acres) that was granted Preliminary PUD approval, with conditions, to consist of 730 residential units (PUD-13-2005). The applicant also requested an amendment of the Comprehensive Plan Future Land Use Map to assign the designation of Single-Family Residential Use. The land use request was approved via Ordinance No. 2006-93. The future land use approval has no expiration date.

On October 3, 2017 City Council approved the Final PUD for Chaparral Phase One (Ordinance 2017-63), which included 82 single-family lots. The approval applied PUD zoning to the north 28.75 acres of the overall property and included a mix of 40' and 50' wide lots.

On October 15, 2020 City Council granted Preliminary Planned Development approval and Tentative PUD Zoning for the overall Chaparral PUD project (Resolution 2020-53). The overall project proposes 677 residential units (602 single-family and 75 townhomes). The total acreage of the full project covers 204 acres. The 602 single-family lots are a combination of 40' and 50' wide lots. A future land use amendment will be needed for the townhomes.

Also, on October 15, 2020, City Council approved the Final PUD for Chaparral Phase Two (Ordinance 2020-70), which included 27 single-family lots (40' wide) on 13.24 acres. The final development plan approval constitutes a PUD rezoning, enacted by Ordinance. The final development plan is binding upon the land contained within the plan [185.067(B)].

The current request is for the next phase of development, to be called Chaparral Phase 3. It will consist of 165 single-family lots/units (107 – 40' wide lots and 58 – 50' wide lots). The applicant for this request is Chaparral Properties, LLC. They are represented by their Civil Engineer, Mr. Jake Wise P.E. of CEG Engineering Group, LLC.

**ANALYSIS:**

Chaparral PUD will eventually contain multiple "PODs" or phases of development, within an overall PUD. Vehicular access to the subdivision(s) will be from Malabar Road only, with the new entrance to align with Wisteria Avenue NW. Phase 1 has been designed to stand on its own and is currently under construction. Right-of-way dedication for the widening of Malabar Road was accounted for in the Phase 1 design.

Phase 2 will be an extension of phase one by continuing Diablo Circle SW and connecting it to Abilene Drive SW, which is the main road that will run north-south thru the overall project.

The 27 lots will be constructed on either side of this southern extension of Diablo Circle SW. Sanitary sewer is gravity-fed to an existing lift station in Phase 1 (Tract LS-1), which was designed to provide service for the Phase 2 lots. Public water will be provided to each lot and looped back into the Phase 1 water lines within Abilene Drive SW.

An additional lift station is being added to the project, adjacent to Abilene Drive, just west of the temporary cul-de-sac shown on Sheet CHP-3 of the Phase 3 FDP. The applicant's design will extend the main road (Abilene Drive) further south into the future phases of the overall development. The cul-de-sac has been shown simply as a "fail-safe". Interconnected wet detention ponds will serve as stormwater treatment for all three (3) phases, with an overflow structure that discharges to Melbourne-Tillman Canal No. 9. The stormwater treatment system design for this phase is consistent with the previously permitted (by the City and St. Johns) and partially constructed master system for the overall project.

The internal road network, which in addition to Abilene Drive SW consists of Stampede Circle and Desert Rose Court, will be designed to meet city construction standards. However, the roads (built within a 50' private right-of-way) will be dedicated to and maintained by the Chaparral Homeowner's Association (Plat Note #6). Construction drawings for this project are currently under administrative review.

The Chaparral of Palm Bay Community Development District (CDD) was approved by City Council on February 7, 2019 (Ordinance 2019-08). The CDD will deliver the community development services and facilities to the overall project area. No City funds will be used to provide the basic infrastructure needed to support the development.

Section 185.065 of the City's Code of Ordinances requires a Planned Unit Development to permanently set aside and designate on the site plan recreational and/or open space for use by residents of the PUD. Such useable space shall in the form of active or passive recreation areas. Common open space shall be improved to the extent necessary to complement the residential uses and may contain compatible and complimentary structures for the benefit and enjoyment of the residents of the PUD.

The overall Preliminary PUD subdivision plan (PD-24-2020) provided a breakdown showing that the minimum set aside of 25% of the acreage of the PUD had been met by a series of pocket parks, a linear trail, a master amenity area, and a portion of the stormwater ponds. In the General Statement of that plan was the following: "*The Master Amenity is proposed to begin construction after issuance of the 269<sup>th</sup> residential certificate of occupancy and completed within 18 months of commencement*". This would include the build-out of Phase 3.

However, it shall be noted that no specific development of this master amenity was shown or provided then, or even with this Phase 3 FDP submittal. To-date, only a small "tot lot" is proposed at the end of Diablo Circle, for all 3 phases of the project. In reviewing a PUD request



the degree of departure of the proposed project from the surrounding residential areas in terms of character and density shall be evaluated (Section 185.065). For example, the Chaparral PUD will consist of predominantly 40' wide and 50' wide lots, which are considered small lots. The development "trade-off" for a community of small lots is typically the provision of active recreation areas or amenities that cannot be accommodated on the small lots themselves. Staff believes that the spirit and intent of this Section has not been met. Therefore, the specific recreational amenity will need to be submitted and reviewed as a future, FDP request, either a stand-alone submittal, or as part of the next phase of development.

The City of Palm Bay's Intergovernmental Coordination Element (ICE-1.1A) establishes coordination between the City and appropriate jurisdictions regarding development approvals. The subject property will access a section of Malabar Road that is within the jurisdictional ownership and maintenance responsibilities of Brevard County. Thus, the overall PUD request (PD-24-2020) was forwarded to this agency. Review comments from the County were:

"The results of the traffic study submitted by the Applicant recommend signalization at the intersection of Malabar Road at the St. Johns Heritage Parkway, and at the intersection of Malabar Road with the entrance to the Chaparral PUD/project. These signals are recommended to be installed at the completion of the "Phase 1" improvements, to meet the Level of Service (LOS) criteria. Due to the proximity of the recently installed traffic signal at the entrance to the Brentwood Lakes PUD, and the two (2) additional traffic signals identified in this study, it is further recommended that signal coordination and a communication network shall be made a part of this development".

The City's Traffic Engineer has reviewed the traffic study and concurs with the County's assessment regarding the need for the two (2) traffic signals, and that the City and County will work together on signal timing. It shall be noted that "Phase 1" is identified in the Traffic Study to be the initial 275 single-family residential units. Phase 1-3 include a total number of lots that represent the "Phase 1" discussed in this study. Thus, a traffic signal and the WB left-turn lane identified in the conclusion of this study (pg. 26), would be required before any development beyond these 3 phases could begin.

However, that study was written in February of 2019. There have been additional projects approved within the area/scope of this project and more trips have been added to Malabar Road, since the study was completed over 2 years ago. Thus, the City is requesting an updated traffic study to account for these additional projects and to factor-in the current traffic count data. While it is anticipated that a traffic signal will still be required at the intersection of Abilene Drive and Malabar Road, the timing for installation of this signal and the length of the west-bound, left-turn lane into Chaparral, shall be re-examined.

Submitted as a required exhibit for an FDP is the preliminary subdivision plat. The legal description for the lands contained within the plat total only 43.27 acres, while the FDP covers

68.82 acres. It appears that the 25.55-acre difference is the exclusion of the large off-site pond (noted as Pond "I" in the drainage report) and that the ponds in the SE and SW corner of the plat (Tracts ST-7 & ST-6, respectively) are much larger on the FDP than on the plat. These lands shall be incorporated into the subdivision plat, noted as drainage tracts, and dedicated accordingly. Tract LD-5, noted in the Tract Area table on Sheet 1 of 4, is not provided on any of the sheets contained in the plat. This shall be shown or removed from the above table. The Opinion of Title was not included with the FDP submittal – nor was the Declaration of Covenants, Conditions, and Restrictions. The Declaration must be submitted with the construction plans (Administrative Review) and contain the development standards by which the construction of homes will be reviewed i.e., minimum home size, setbacks, etc.

Lastly, technical staff review comments are attached to this report.

**CONDITIONS:**

In order to receive Final Planned Unit Development approval, the proposal must meet the requirements of Section 185.067 of the City of Palm Bay's Code of Ordinances. Upon review, it appears that the request is in conformance with the applicable requirements of this section, subject to the following items being addressed prior to approval of the construction plans and recordation of the plat:

- A. The boundary and title opinion shall be approved by the City Surveyor.
- B. Deed restrictions shall be submitted for city staff review/approval.
- C. All applicable outside agency permits must be obtained (St. Johns, Melbourne-Tillman, Florida Department of Environmental Protection, Brevard County, etc.).
- D. A Concurrency Determination letter from the School Board of Brevard County.
- E. The Master Amenity, with full design plans and specifications, shall be submitted before or with the Phase 4 Preliminary Development Plan application.

**STAFF RECOMMENDATION:**

Case FD-12-2021 is recommended for approval, subject to the staff comments contained in this report.

## **TECHNICAL COMMENTS**

### **CASE FD-12-2021 – Chaparral Phase III**

#### **BREVARD COUNTY (Jeffrey Ball, Planning and Zoning Manager):**

Brevard County has no comments.

#### **PUBLIC WORKS (Natalie Shaber, Engineer II):**

##### **Survey**

1. No comments until Boundary and Plat are provided.

##### **Engineering**

1. Updated Traffic Impact Study required for this phase.
2. The onsite conservation easement dedicated to the SJRWMD shall be protected during construction from erosion and sedimentation. Please include on the SWPPP.
3. FL Building Code and FI Statutes shall be complied with regard to ADA requirements for new facilities that serve the public.
4. All external agency permits shall be provided to the City prior to scheduling a pre-sitework meeting.
5. Design, and performance specifications of Ch. 174 City's Code of Ordinances shall be met.
6. All right-of-way specifications per Ch 179 shall be adhered to as well as the design, performance, materials, utility location, inspection and testing specifications as outlined in the City's Public Works Manual for collector roadways.
7. Topographical surveys of the existing condition shall include contours as well as spot elevations.
8. The plans shall include cross-sections at all property boundaries.
9. The Malabar Rd r/w improvements shall be approved by Brevard County prior to Certificate of Completion.
10. Until dedicated to and accepted by Brevard County the sidewalk on Malabar Rd west of the entrance shall remain the maintenance responsibility of the HOA.

**UTILITIES (Christopher Little, Utilities Director):**

1. The applicant/owner, at their expense, will be required to design, permit, install, inspect and test water & sewer systems of adequate size to accommodate the development and to connect to the City's water and sewer system [Section 200.11(d)(1) - On-site Facilities]. At this time the nearest point of connection to the mainline water distribution system is a 20" PVC pipe on the North side of Malabar Road. The nearest point of connection to the mainline wastewater collection system force main is a 16" PVC pipe on the South side of Malabar Road.
2. The applicant/owner will be responsible for the property's hydraulic share for the new utilities. Oversizing of utilities at the request of the Utilities Department will be subject to a refunding agreement or refundable advance [Section 200.11(D) &(E)]. The City of Palm Bay's 2017 Wastewater Master Plan & 2017 Water Master Plan, both of which are available upon request, identify proposed mainline extensions with the current piping size requirements.
3. A City of Palm Bay "Utility Agreement" shall be executed between the Property Owner and the City. All Utility impact/connection charges noted in the "Utility Agreement" must be paid as outlined in the terms and conditions of the Utility Agreement. All fees are subject to change annually on October 1. The Property Owner shall submit a certified copy of the property deed as verification of ownership as part of the Utility Agreement.
4. All Utility construction, materials, and testing shall be in accordance with the latest revision of the Palm Bay Utilities Department Policies, Procedures, and Standards Handbook and the Standard Detail Drawings.
5. Prior to any construction, all required FDEP Permit applications for the Water and Sanitary Sewer Construction shall be processed through and copies of the Permits filed with the Utilities Department.

**FIRE (Mark Whorton, Fire Consultant):**

Fire Department has no comments.

**BUILDING (James Williams, Flood Plain Administrator):**

The project is in FEMA Floodzone AE and X and will need an approved Conditional Letter of Map Amendment (CLOMA) before any buildings are constructed. For the final CO an approved Letter of Map Revision (LOMR) removing the entire project from the Special Flood Hazard Area is required.

Per the City's Floodplain Ordinance, any structure built within a Special Flood Hazard Area (SFHA) will require a Floodplain Permit at time of construction. An approved CLOMR does not exempt the requirement for a Floodplain Permit in the SFHA. The Building Official will not issue any building permits without a Floodplain Permit.

If you get the approved Subdivision LOMR before any buildings permits are applied for, you don't need to apply for individual Floodplain permits for each structure.



## LEGISLATIVE MEMORANDUM

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

**FROM:** Patricia Smith, City Attorney

**DATE:** 5/20/2021

**RE:** Ordinance 2021-29, amending the Code of Ordinance, Chapter 34, Human Resources, Subchapter 'Whistle-Blower's Ordinance', by modifying provisions related to the audit committee, final reading. (Deputy Mayor Johnson)

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 is a request to approve an Amendment to the City of Palm Bay Code of Ordinances Chapter 34, Human Resources, Subchapter "Whistleblower's Ordinance."

The amendment would change the composition of the audit committee in Section 34.25(B) and enact a requirement to report complaints to City Council under Section 34.25(G). The audit committee is authorized to investigate fraudulent activities. The audit committee is currently composed of the Finance Director, Chief Procurement Officer, Human Resources Director and the City Manager. The proposed amendment would replace the City Manager with the City Clerk. Currently, the members of the audit committee all report to the City Manager. By replacing the City Manager with the City Clerk, no member of the audit committee will have supervisory authority over any other member. The Ordinance currently only requires reports to be delivered to City Council if there is a finding "that improper governmental action occurred and that corrective measures have not taken place or are insufficient to prevent reoccurrence of the improper governmental action." The proposed amendment would require quarterly reports to City Council that provide the number, type and the disposition of all complaints.

**REQUESTING DEPARTMENT:**

City Attorney's Office

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

Motion to approve an Amendment to the City of Palm Bay Code of Ordinances Chapter 34, Human Resources, Subchapter "Whistleblower's Ordinance."

**Planning and Zoning Board Recommendation:**

N/A

**ATTACHMENTS:**

**Description**

**Ordinance 2021-29**



## ORDINANCE 2021-29

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE III, ADMINISTRATION, CHAPTER 34, HUMAN RESOURCES, SUBCHAPTER 'WHISTLE-BLOWER'S ORDINANCE', BY MODIFYING PROVISIONS RELATED TO THE AUDIT COMMITTEE; 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 III, Administration, Chapter 34, Human Resources, Subchapter 'Whistle-Blower's Ordinance', Section 34.25, To Whom Information Disclosed, is hereby amended and shall henceforth read as follows:

**"Section 34.25 TO WHOM INFORMATION DISCLOSED.**

\* \* \*

(B) If the City Manager's designee is the subject of the complaint, then the complaint shall be filed with the City Manager. If a charter officer is the subject of the complaint, the complaint shall be filed with the Mayor or the Mayor's designee. Suspected fraudulent activities may be reported directly to the audit committee **>>Fraud Investigation Committee<<**. ~~The audit committee shall be composed of the Finance Director, Chief Procurement Officer, Human Resources Director and the City Manager.~~

\* \* \*

(G) Upon completion of a full investigation, a final written report containing the findings and conclusions of the investigation shall be delivered to the complainant **>>, <<** and complainant's department **>>, and the City Council<<**. The report shall be public record upon delivery to the complainant. ~~If the report concludes that improper governmental action occurred and that corrective measures have not taken place or are insufficient to prevent reoccurrence of the improper governmental action the report shall also be delivered to the Mayor and the City Council."~~

**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.

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Robert Medina, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK

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

cc: ALP

**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:** Patricia Smith, City Attorney

**DATE:** 5/20/2021

**RE:** Ordinance 2021-30, amending the Code of Ordinances, by creating Chapter 62, Fraud Investigation Committee, final reading. (Councilman Bailey)

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 is a a proposed amendment to the Palm Bay Code of Ordinances to amend Chapter 62 of Title V, Legislative, (currently reserved) establishing the Fraud Investigation Committee.

This recommended amendment to the Code and establishment of the Committee is a result of recommendations made by the City's auditor. The purpose of this Committee is to to aid in the mitigation, detection, and prevention of fraud by establishing a Committee that will keep accurate records of reported fraud or suspected fraud, assign responsibility for investigating potential incidents of fraud and taking appropriate action, provide guidance for investigating potential and actual incidents of fraud, or reporting evidence obtained by the investigation to the appropriate authorities.

The Committee will be chaired by the City Clerk or designee. The City Attorney or designee will attend all meetings. Members shall be appointed by the City Clerk. Investigations will be conducted with the goal of conclusion within 90 days.

The Committee will investigation concerns relating to abuse, fraudulent activity, gross mismanagement and gross waste of public funds activities, but not personnel related matters.

**REQUESTING DEPARTMENT:**

City Attorney's Office

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Motion to approve an amendment to the City of Palm Bay Code of Ordinances Title V, Legislative, Establishing Chapter 62, Fraud Investigation Committee.

**Planning and Zoning Board Recommendation:**

N/A

**ATTACHMENTS:**

**Description**

**Ordinance 2021-30**

## **ORDINANCE 2021-30**

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE V, LEGISLATIVE, BY CREATING A NEW CHAPTER 62, TO BE TITLED 'FRAUD INVESTIGATION COMMITTEE'; 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 desires to establish a process that provides for the reporting and investigation of fraud, waste and abuse complaints, and

**WHEREAS**, the City Council of the City of Palm Bay finds that complaints of fraud, waste and abuse raised by identified or anonymous sources must be taken seriously and properly investigated, and

**WHEREAS**, an audit of the City of Palm Bay showed that while the City's Ordinances and Code of Ethics policy have some positive features essential to aid in the mitigation, detection, and prevention of fraud, they do not: provide examples of actions constituting fraud, require individuals to communicate and report known or suspected fraud, provide for anonymous reporting of known or suspected fraud, require officials to keep accurate records of reported fraud or suspected fraud, assign responsibility for investigating potential incidents of fraud and taking appropriate action, provide guidance for investigating potential and actual incidents of fraud, or reporting evidence obtained by the investigation to the appropriate authorities, which may be the City Council members or City legal counsel if an incident involves City management; or protecting the reputations of persons suspected but determined not guilty of fraud, and



**WHEREAS**, the City Council of the City of Palm Bay wishes to establish policies and procedures for communicating, investigating, and reporting known or suspected fraud that: provide examples of actions constituting fraud, require individuals to communicate and report known or suspected fraud, provide for anonymous reporting of known or suspected fraud, require officials to keep accurate records of reported fraud or suspected fraud, and assign responsibility for investigating potential incidents of fraud and for taking appropriate action.

**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, is hereby amended by creating Chapter 62, to be titled 'Fraud Investigation Committee', which shall henceforth read as follows:

**"CHAPTER 62: FRAUD INVESTIGATION COMMITTEE**

**Section 62.01 DEFINITIONS.**

For the purpose of this Chapter, the following definitions shall apply:

**ABUSE.** Behavior involving the use of City funds or property in an excessive or improper manner which a prudent person would not consider a reasonable and necessary business practice given the facts and circumstances. Abuse is the intentional destruction, diversion, manipulation, misapplication, maltreatment, or misuse of City resources. To abuse power is to use authority in an extravagant or coercive manner; to employ it contrary to the law of its use; to leverage authority for personal gain; or to otherwise use it improperly and to excess.

**FRAUDULENT ACTIVITY.** Includes payment for services not performed or for goods not delivered; falsification, or alteration of documents; improprieties/misrepresentation in the handling or reporting of money or financial transactions; theft, misappropriation, misapplication, destruction, removal, or concealment of City property.

**GROSS MISMANAGEMENT.** A continuous pattern of managerial abuses, wrongful or arbitrary and capricious actions, or fraudulent or criminal conduct which may have a substantial adverse economic impact.

**GROSS WASTE OF PUBLIC FUNDS.** An unnecessary or unauthorized expenditure of a substantial amount of money or a series of unnecessary or unauthorized expenditures of smaller amounts of money cumulatively amounting to a substantial amount of money.

**Section 62.02 COMPOSITION.**

(A) The City shall establish an internal committee composed of City Staff to investigate complaints of abuse, fraudulent activity, gross mismanagement and gross waste of public funds.

(1) The composition of the committee shall be established by a Resolution of City Council.

(2) The City Clerk or designee shall serve as the Chairperson of the Committee. The Chairperson shall be responsible for scheduling meetings of the Committee, maintaining record of complaints investigated by the Committee and the outcome of investigations.

(3) Members shall be appointed whose training, education, or background provide skills or knowledge in investigating complaints, contracts, procurement, accounting or other relevant areas to the matters of the complaint.

(4) The City Attorney or designee shall attend all meetings of the committee to provide legal advice. If the City Attorney or designee have a conflict of interest, the committee may retain conflict-free legal services.

(5) The Committee shall establish procedures for promptly investigating complaints. The length of an investigation may vary depending upon several factors including the complexity complaint, the number of witnesses and the need for additional expertise. If an investigation is incomplete after 90 days, a majority of the Committee must vote to may continue the investigation for due cause by stating the reasons for the continuance. A record of the vote shall be maintained and shall be available as provided in section (C)(3). If majority vote to continue is not obtained, the report should be prepared and issued.

(B) Scope of Committee's Investigatory Authority

(1) Examples of fraudulent activity, gross waste, and abuse may include: contract fraud, embezzlement, falsification of official documents, inappropriate expenditures, personal use of City assets, supplies, or resources; violation of City procurement policies.

(2) Examples of gross mismanagement may include: a pattern of failing to observe laws, guidelines, regulations or agency policies in managing agency resources (financial, capital, human) and the failure to correct known inefficient practices, systems, or controls deficiencies that cause financial harm to the City as a result of the unnecessary incurring of costs.

(3) The Committee is not authorized to investigate purely personnel or human resources related matters such as employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployments, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands, or violations of collective-bargaining agreements.

(C) Allegations and concerns about abuse, fraudulent activity, gross mismanagement, and gross waste of public funds activity may come from various sources including employees, vendors, members of the public, results of internal or external audit reviews, or from any other interested parties.

(1) The City shall allow multiple methods for complaints to be reported including online, by phone, email or mail, from either anonymous or identified persons.

(2) Complaints should include as many details as possible, but at a minimum shall include the following information: a description of the activity constituting abuse, fraudulent activity, gross mismanagement, and gross waste of public funds; identification of the persons involved; dates or approximate time frame.

(3) Records related to investigations shall be exempt from disclosure until the investigation is no longer active. An investigation is no longer active when the written report required under subsection (D) is provided or the investigation is closed because there is insufficient information, or the allegations are not within the committee's authority.

(4) All employees and officers who know or have a reasonable basis for suspecting abuse, fraudulent activity, gross mismanagement, and gross waste of public funds have or are occurring have a responsibility to report the suspected act immediately.

(5) Persons seeking Whistle-blower protection must adhere to the requirements of Chapter 34, Whistle-Blower's Ordinance.

(D) The Committee shall prepare a report of the findings of its investigation and provide that report to the complainant if the person provides contact information. Periodic reports shall be provided to City Council that include the number of complaints, the type of complaint, the resolution of the complaint and the number of complaints being investigated that exceed ninety (90) days."

**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: \_\_\_\_\_

cc: ALP



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Laurence Bradley, AICP, Growth Management Director

**DATE:** 5/20/2021

**RE:** Resolution 2021-19, granting approval of a Planned Unit Development (PUD) Preliminary Development Plan for a single-family residential subdivision to be known as 'Richmond Cove PUD', which property is located west of and adjacent to Gaynor Drive, in the vicinity north of Ocean Spray Street (60.22 acres) (Case PD-13-2021, Joseph Cleo/Josiah King, Inc./RFK Residential Development Properties, LLC) (Quasi-Judicial Proceeding).  
(CONTINUED FROM RCM - 05/06/21)

As you may recall, the above request was scheduled for the last regular Council meeting. Council voted to continue the request at the applicant's request.

Mr. Joseph Cleo / Josiah King, Inc. / RFK Residential Development Properties, LLC (Richard Fadil and Bruce Moia, P.E., Representing) have submitted for Preliminary Planned Unit Development approval of a 149-unit residential subdivision to be known as Richmond Cove PUD. The development includes approximately 60.22 acres of vacant land previously used for agricultural purposes.

The subject development is planned at 2.47 units per acre, which is below the maximum 5 units per acre density permitted by the existing Single-Family Residential Future Land Use category. The development will consist of 50-foot wide by 120-foot-deep lots, three entrances with amenities, a neighborhood dog park, passive recreation areas, stormwater management ponds, and a basketball court.

Upon review, the proposed request appears to conform with the applicable requirements for securing Preliminary Development Plan approval. \*\*Quasi-Judicial Proceeding.

**REQUESTING DEPARTMENT:**  
Growth Management

**RECOMMENDATION:**

Motion to approve Case PD-13-2021, subject to the staff comments contained in the staff report and the following items being submitted with a Final PUD application:

A. A preliminary subdivision plat and a boundary & title opinion.

- B. Deed restrictions establishing development standards.
- C. An amenity center with a pool.
- D. A School Capacity Determination Letter from Brevard County Schools.
- E. The technical comments generated by the Development Review Staff (attached) shall be observed and incorporated into the FDP, and construction drawings.

**Planning and Zoning Board Recommendation:**

Denial of the request by a vote of 4 to 2.

**ATTACHMENTS:**

**Description**

Case PD-13-2021

Correspondence

Board Minutes

Resolution 2021-19

Resolution 2021-19, Exhibit A

Resolution 2021-19, Exhibit B





# 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

PD-13-2021

#### PLANNING & ZONING BOARD HEARING DATE

April 7, 2021

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#### PROPERTY OWNER & APPLICANT

Joseph Cleo / Josiah King, Inc. / RFK  
Residential Development Properties, LLC  
(Richard Fadil and Bruce Moia, P.E.,  
Representing)

#### PROPERTY LOCATION/ADDRESS

Tracts C and C.02 of Port Malabar Unit 32 and Tax  
Parcel 251, Section 13, Township 29, Range 36,  
Brevard County, Florida

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#### SUMMARY OF REQUEST

Preliminary Planned Unit Development approval for a 149-unit  
residential subdivision to be known as Richmond Cove PUD.

##### Existing Zoning

RR, Rural Residential

##### Existing Land Use

RR, Rural Residential

##### Site Improvements

Vacant Unimproved Land

##### Site Acreage

60.22 acres, more or less

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#### SURROUNDING ZONING & USE OF LAND

##### North

Melbourne-Tillman Canal No. 16

##### East

RS-2 Single-Family Residential; Single-Family Homes and Gaynor  
Drive SW

##### South

RR, Rural Residential, and RS-2 Single-Family Residential; Single-  
Family Homes

##### West

Melbourne-Tilman Canal No. 13

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#### COMPREHENSIVE PLAN COMPATIBILITY

The future land use designations of the subject property are Single-  
Family Residential Use. The development of a single-family planned  
unit development is compliant. The proposed density is 2.47 units  
per acre, which is below the maximum density defined in the City's  
Comprehensive Plan for Single-Family Residential Use (up to 5  
units per acre.)

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**BACKGROUND:**

The subject properties are located west of and adjacent to Gaynor Drive SW, and in the vicinity north of Ocean Spray Street SW. Specifically Tracts C and C.02 of Port Malabar Unit 32 and Tax Parcel 251, Section 13, Township 29, Range 36, of Brevard County Florida. This Preliminary PUD request includes approximately 60.22 acres of land.

Tract C and C.02 are part of Port Malabar Unit 32 and have been platted since 1962. Tax Parcel 251 was excluded from this plat. The subject properties have primarily been used for agricultural purposes and have been vacant since their conception. A portion of Tract C was split off in 2016 so that a single-family home could be built upon it.

**ANALYSIS:**

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

Specifically, the PDP proposes a 149-unit single-family development that will be constructed in one phase. Per the PDP, typical lots within the residential development are 50' x 120'. The minimum size home will be 1200 square feet. The development will consist of three entrances with amenities: neighborhood dog park, passive recreation areas, stormwater management ponds, and a basketball court.

**CONDITIONS:**

In order to receive Preliminary Planned Unit Development approval, the proposal must meet the requirements of Section 185.066 of the City of Palm Bay's Code of Ordinances. Upon review, it appears that the request is in conformance with the applicable requirements of this section, subject to the following items being submitted with a Final PUD application:

- A. A preliminary subdivision plat and a boundary & title opinion.
- B. Deed restrictions establishing development standards.
- C. An amenity center with a pool.
- D. A School Capacity Determination Letter from Brevard County Schools.
- E. The technical comments generated by the Development Review Staff (attached) shall be observed and incorporated into the FDP, and construction drawings.

**STAFF RECOMMENDATION:**

Case PD-13-2021 is recommended for approval, subject to the staff comments contained in this report.

## **TECHNICAL COMMENTS**

### **CASE PD-13-2021 – Richmond Cove PUD**

#### **PUBILC WORKS:**

##### **(Joe Hale, City Surveyor)**

1. Please identify in legend or label the red dashed lines on sheet EX-1 of 4 of the Exhibits.
2. On topo & Boundary plans please show all drainage activities in the Southwest corner of the proposed development. There is an existing ditch along the South side of the tract as well as drainage entering the ditch from the South where Ocean Spray ends.
3. Please identify if street right of ways will be public or private.
4. The 30' road Dedication along Gaynor should be labeled with the ORB and PG.
5. Please provide an Easement along City of Palm Bay Swale along Tract B4.5 and Tract B4.4 for maintenance.
6. With part of Gaynor right of way, south of Ocean Spray, less than 70' ROW width please provide detail on extension of waterline in this area.

##### **(Natalie Shaber, Engineer II)**

1. AM and PM peak trips generated exceed 100 trips. A traffic impact study will be required.
2. The entire site is located in the 100-yr floodplain and 500-yr floodplain, and the northern parcel is identified as 'functional wetlands'. An environmental assessment for species habitats and a current wetland delineation shall be conducted by an independent registered environmental consultant and verified by the FFWCC and SJRWMD.
3. All external agency permits shall be provided prior to construction, including but not limited to MTWCD, SJRWMD, FFWCC.
4. Topographic survey including contours and multiple cross-sections surrounding the existing single-family residence and along the project boundary are required.
5. Wet Detention and a NRFS is recommended for this site.
6. Current geotechnical data within the dry retention areas supporting recovery of the water quality treatment volume if dry retention is utilized.
7. Sidewalks are required within the subdivision on both sides of the street and along Gaynor Dr. connecting to the sidewalk at the subdivision.

8. Utility connections are required to be made by directional bore as Gaynor has recently been paved.

9. All requirements of Ch. 174 of the City's Code of Ordinances shall be met for floodplain and stormwater management, including but not limited to the post-development peak discharge rate from the site shall not exceed the pre-development discharge rate for the 10-year/24-hr and 25-yr/24-hour design storms.

10. R/W and commercial driveway permits, and fees shall be submitted.

11. Any roadways or tracts proposed for dedication to the City for operation and maintenance shall adhere to Ch 182 of the City's Code of Ordinances.

**UTILITIES (Christopher Little, Utilities Director):**

1. The applicant/owner, at their expense, will be required to design, permit, install, inspect, and test water & sewer systems of adequate size to accommodate the development and to connect to the City's water & sewer system. [Section 200.11(D)(1) - On-Site Facilities].

2. The applicant/owner may be required to extend and/or loop service from the existing water and sewer connection points Section 200.11(D)(2) -Off-Site Facilities].

3. The applicant/owner will be responsible for the property's hydraulic share for the utilities. Oversizing of utilities at the request of the Utilities Department will be subject to a refunding agreement or refundable advance [Section 200.1(D) & (E)]. The City of Palm Bay's 2017 Wastewater Master Plan & 2017 Water Master Plan, both of which are available upon request, identify proposed mainline extensions with the City's current pipe sizing requirements.

4. A City of Palm Bay "Utility Agreement" shall be executed between the Property Owner and the City. All Utility impact/connection charges noted in the "Utility Agreement" must be paid as outlined in the terms and conditions of the Utility Agreement. All fees are subject to change annually on October 1. The Property Owner shall submit a certified copy of the property deed as verification of ownership as part of the Utility Agreement.

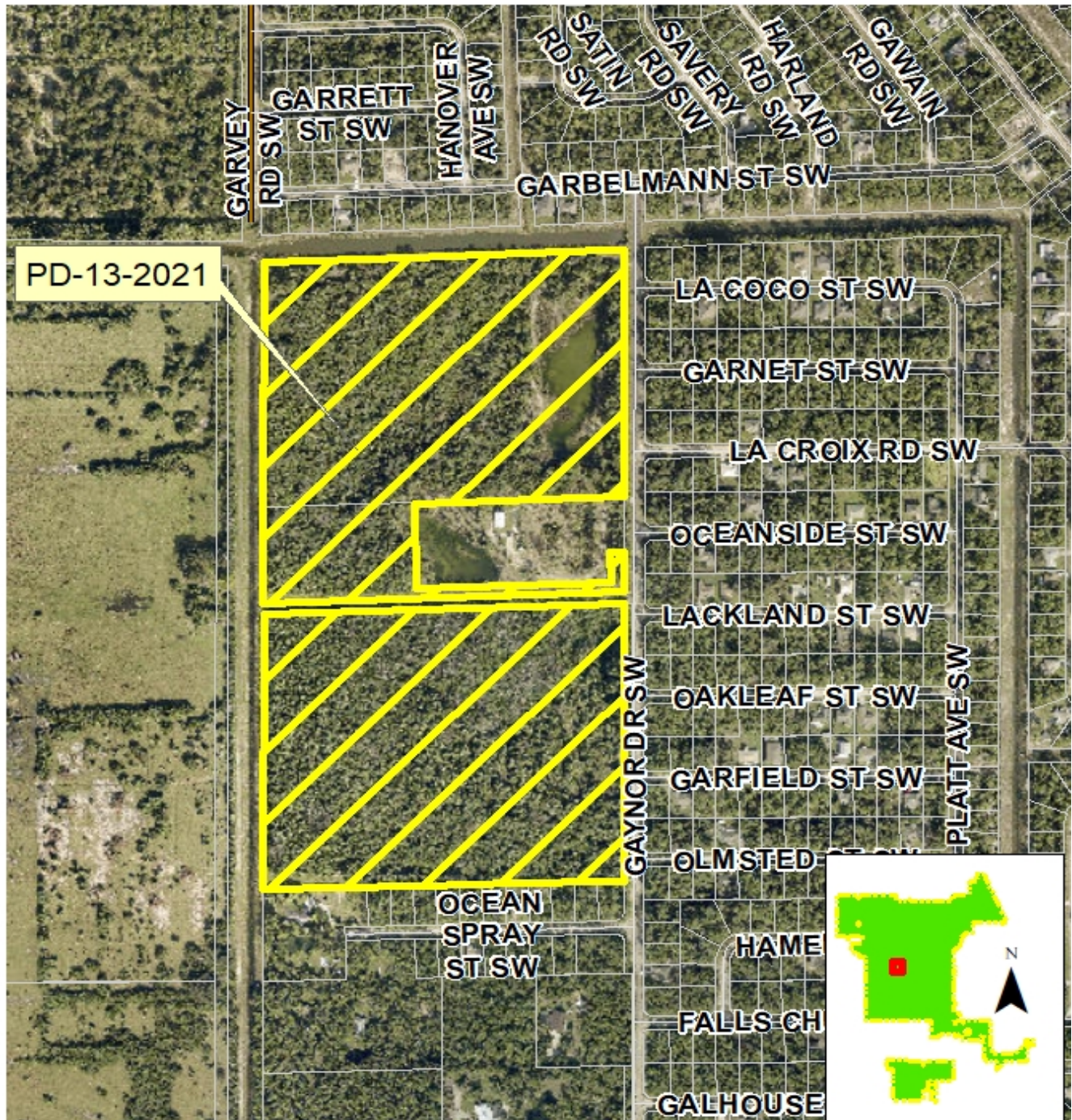
5. All utility construction, materials, and testing shall be in accordance with the latest revision of the Palm Bay Utility Department Policies, Procedures and Standards Handbook and the Standard Detail Drawings. Prior to any construction, all required FDEP Permit applications for the Water and Sanitary Sewer Construction shall be processed through and copied of the Permits filled with the Utilities Department.

**BUILDING (James Williams, Flood Plain Administrator):**

1. The project is in floodzone AE and X and will need an approved Conditional Letter of Map Amendment (CLOMA) before any buildings are constructed. For the final CO, an approved Letter of Map Revision (LOMR) removing the entire project from the Special Flood Hazard Area is required.
2. Per the City's Floodplain Ordinance, any structure built within a Special Flood Hazard Area (SFHA) will require a Floodplain Permit at time of construction. An approved CLOMR does not exempt the requirement for a Floodplain Permit in the SFHA. The Building Official will not issue any building permits without a Floodplain Permit.
3. If an approved Subdivision LOMR is granted before any building permits are applied for, individual Floodplain permits for each structure will not need to be applied for.



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



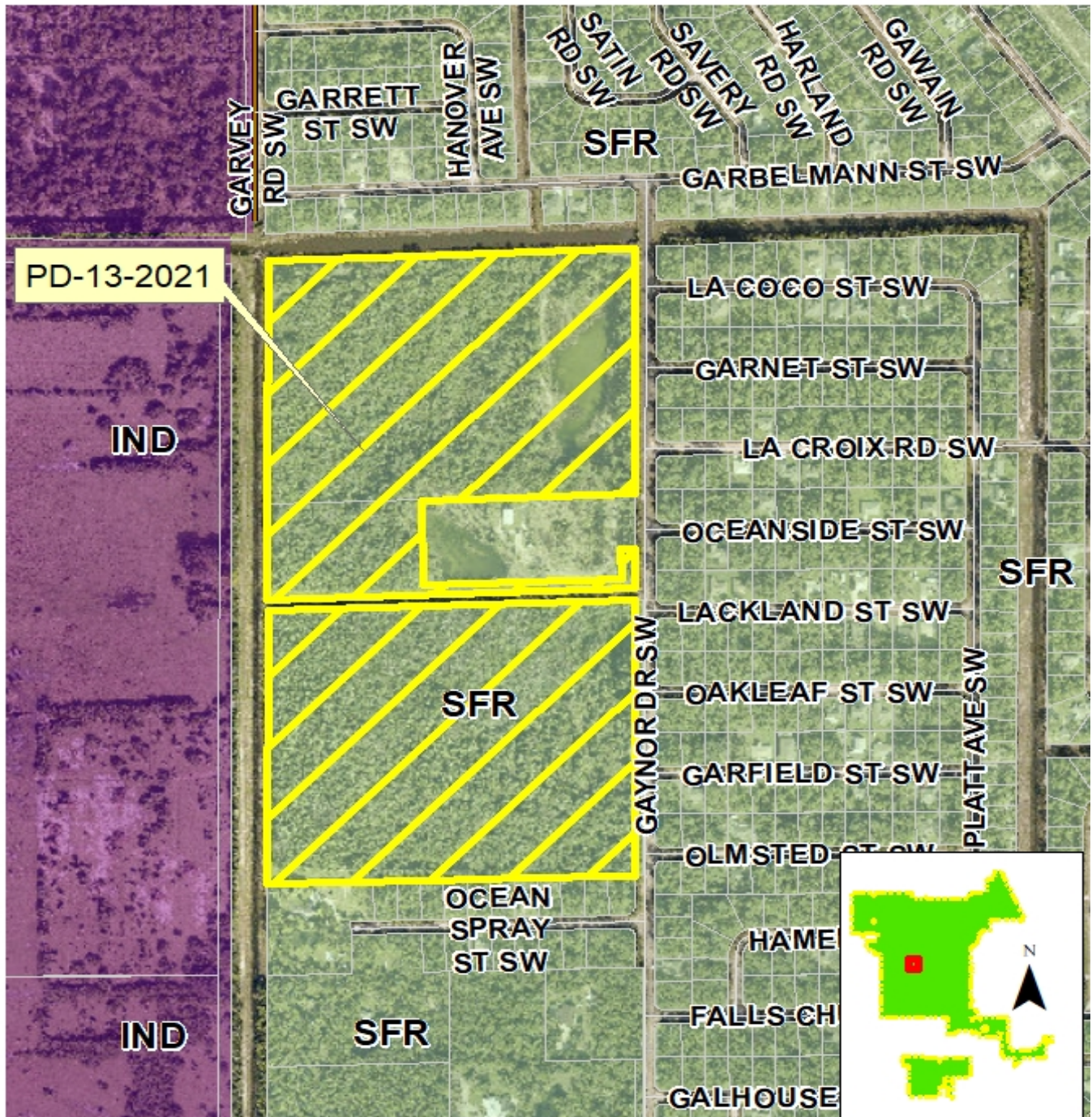
## AERIAL LOCATION MAP CASE PD-13-2021

### Subject Property

West of and adjacent to Gaynor Drive SW, in the vicinity north of Ocean Spray Street SW



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



## FUTURE LAND USE MAP

## CASE PD-13-2021

### Subject Property

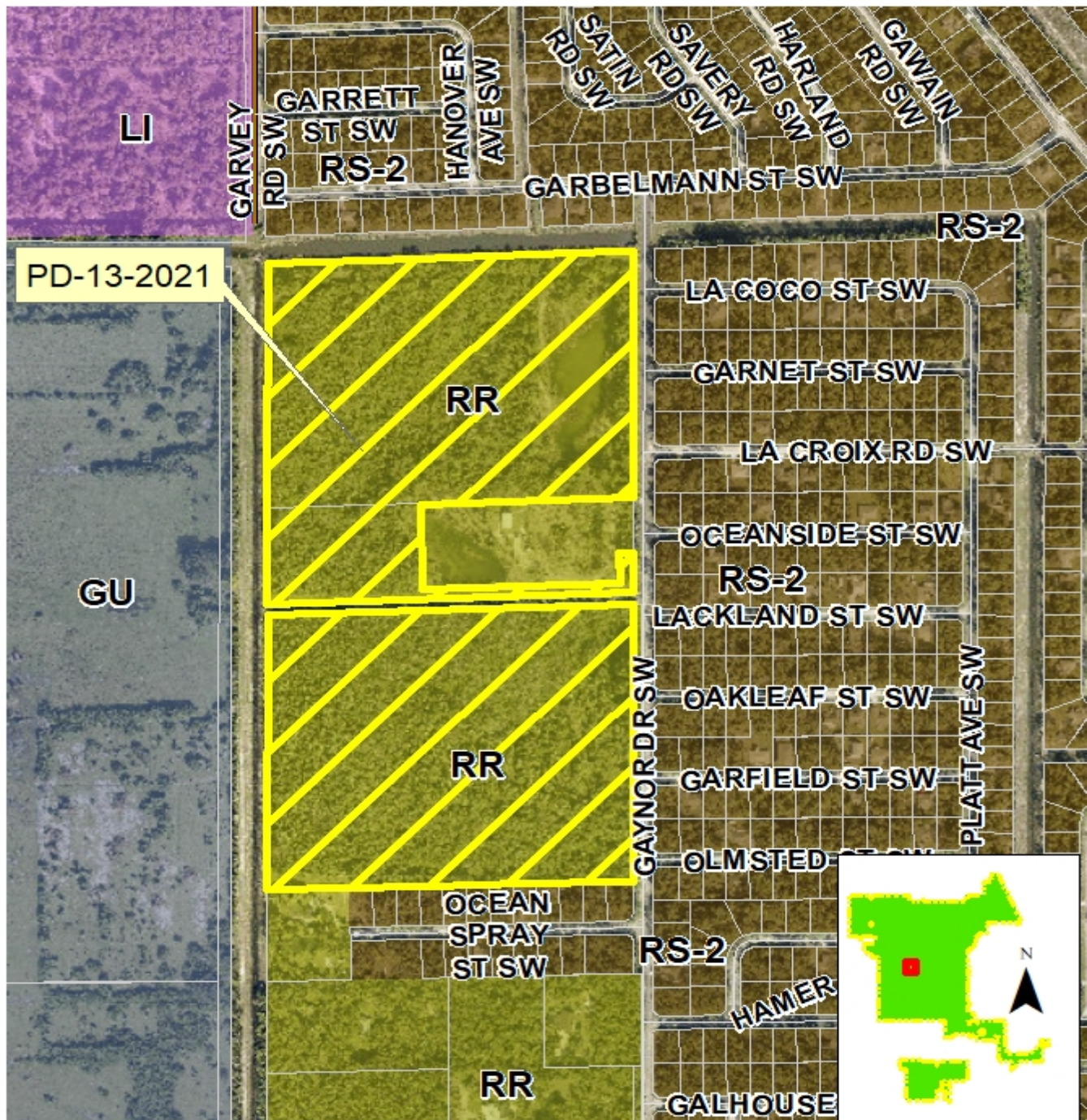
West of and adjacent to Gaynor Drive SW, in the vicinity north of Ocean Spray Street SW

### 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 PD-13-2021

### Subject Property

West of and adjacent to Gaynor Drive SW, in the vicinity north of Ocean Spray Street SW

### Current Zoning Classification

RR – Rural Residential District



TRACT	LAND USE	AREA (AC.)	PERCENT (%)
-	TOTAL PARCELS	62.22	100%
-	PARCEL LOTS	21.48	34.52%
-	RIGHT-OF-WAY	5.59	8.98%
A1	WETLAND AREA	10.35	17.12%
A2	STORMWATER AREA - DETENTION	5.62	9.20%
A3	STORMWATER AREA - DRY RETENTION	9.06	15.06%
B4	OPEN SPACE, PERMITTER AREAS	0.71	1.14%
B5	RECREATION, GOLF PARK, & OPEN SPACE	0.66	1.06%
C6	SANITARY SEWER ILT STATION	0.17	0.28%
	TOTAL	62.22	100%

### GENERAL STATEMENT

	SITE INFORMATION
NAME	ROCKWOLD COVE PUD (SINGLE PROJECT)
ADDRESS	GAYNOR DRIVE PALM BAY, FLORIDA 32908
SECTION	PALM BAY
FILE ID	29-36-13-06-251 (SOUTH) 29-36-13-KK-C 62 (MIDDLE) 29-36-13-KK-C (NORTH)
PLANNING ZONING	RURAL RESIDENTIAL
PROPOSED ZONING	PUD
PRELIMINARY LAND USE	SINGLE FAMILY RESIDENTIAL
USE	SINGLE FAMILY RESIDENTIAL

PLANNED UNIT DEVELOPMENT STANDARDS		
AREA	2.923 290 SF	60.22 ACRES
DEVELOPMENT SIZE	REQUIRED 5 ACRES MIN	PROVIDED 60.22 ACRES
DENSITY	5 UNITS / ACRE	47.47 UNITS/AC
NUMBER OF LOTS		140 HOMESITES
DEPTH		50'
WATER AREA		120
PERCENT OPEN SPACE	25% = 15.06 AC	6.000 MIN
1 SETBACK		43.89% = 26.41 AC
2 SETBACK		0
3 SETBACK		0
4 SETBACK	5' (0' BETWEEN BLDG)	5
5 SETBACK	0	15'
6 SETBACK		
AREA PER UNIT	800 SF / MIN	1,200 MIN
SPACES PER UNIT	2 SPACES PER UNIT	2 SPACES PER UNIT

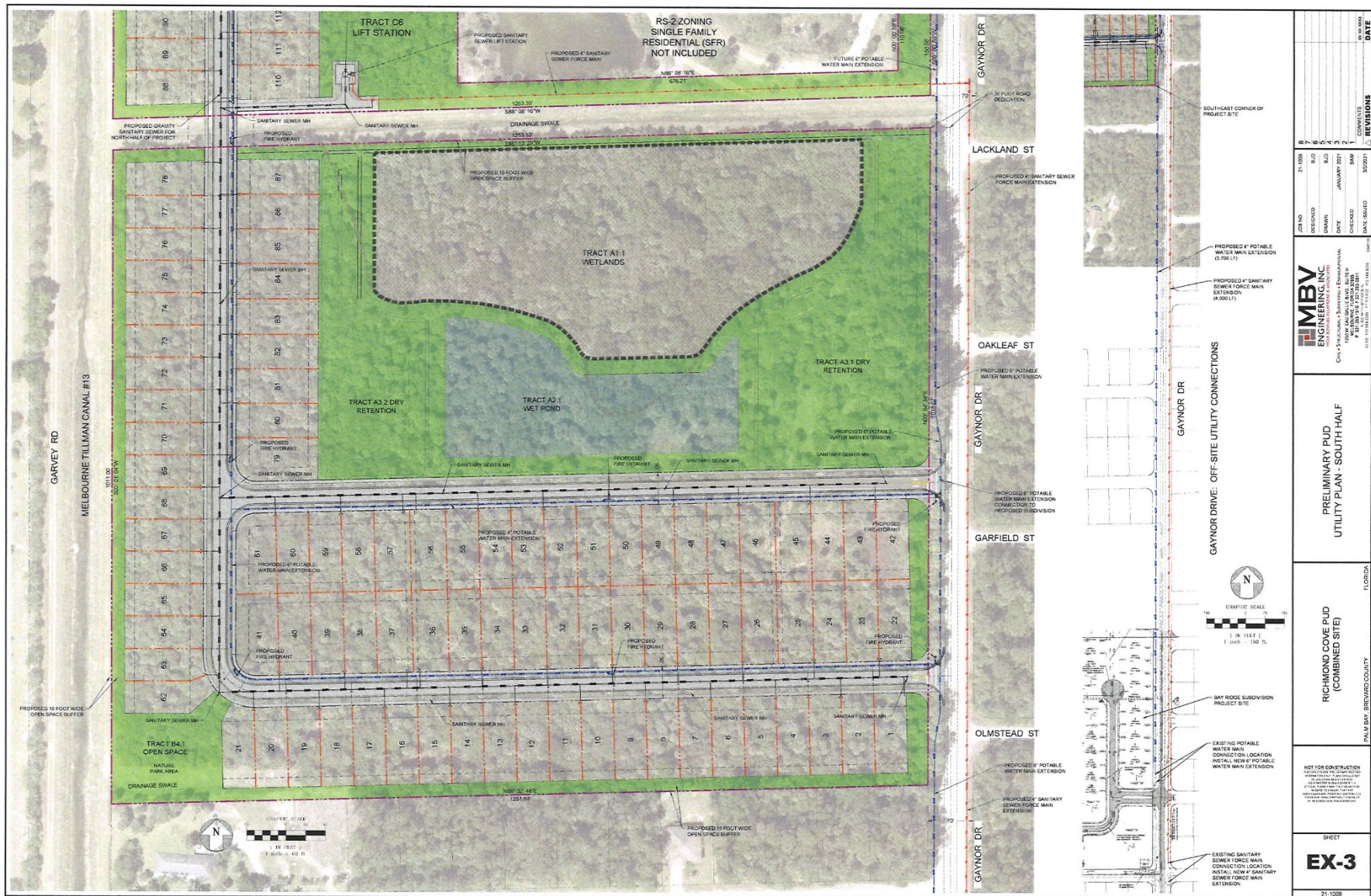
AREA TABULATIONS			
EL AREA	2,627,205 SF	60.22 ACRES	100%
PANCS	333,782 SF	7.66 ACRES	12.7%
LANDS	490,689 SF	10.35 ACRES	17.2%
S	243,720 SF	5.60 ACRES	9.3%
WATER	638,306 SF	14.65 ACRES	24.2%
ALT ROADWAY	125,223 SF	2.87 ACRES	4.8%
RETE SIDEWALKS	96,907 SF	1.36 ACRES	2.6%
SITES @ 148 UNITS	372,500 SF	8.56 ACRES	14.2%
TRACTION TRACT	7,361 SF	0.17 ACRES	0.3%
PERFUMVIOU	1,822,940 SF	41.85 ACRES	69.9%
PERFUMVIOU	800,391 SF	18.17 ACRES	30.3%

1. NO BUILDING PARKING LOTS OR OTHER STRUCTURES MAY BE LOCATED WITHIN THE PERIMETER SETBACK AREA. HOWEVER, SWIMMING POOLS AND POOL DECKS MAY BE PERMITTED SUBJECT TO THE NORMAL, RESIDENTIAL SETBACK REQUIREMENTS.
2. ALL UTILITIES, INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE, TELEVISION CABLE AND ELECTRICAL, STORM DRAIN, BE INSTALLED UNDERGROUND. THE MINIMUM REQUIREMENTS FOR SUEDS OR ROADS, S.D.E.A.S., SEWER FACILITIES, UTILITIES AND CROSSLAND SHALL BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE CITY OF PALM BEACH SUBDIVISION DEVELOPMENT.
3. SUBDIVISION SIGNS SHALL BE IN ACCORDANCE WITH CHAPTER 178 OF THE LAND DEVELOPMENT REGULATIONS.
4. ALL WALLS AND FENCES SHALL MEET ALL THE REQUIREMENTS OF CHAPTER 178 OF THE LAND DEVELOPMENT REGULATIONS.
5. FENCES SHALL MEET ALL THE REQUIREMENTS OF CHAPTER 180 OF THE LAND DEVELOPMENT REGULATIONS.
6. LANDSCAPING SHALL MEET ALL THE REQUIREMENTS OF CHAPTER 180 OF THE LAND DEVELOPMENT REGULATIONS.



[illegible][illegible]











March 1, 2021

Ms. Chandra Powell  
City of Palm Bay, Land Development Department  
120 Malabar Road, S.E.  
Palm Bay FL, 32909

*Via Hand Delivery*

RE: Richmond Cove - PUD  
Parcel ID: 29-36-13-KK-\*-C  
29-36-13-KK-\*-C.02  
29-36-13-00-251  
MBV Project #: 21-1009

Dear Ms. Powell :

Please allow this letter to serve as a narrative for the planned unit development that MBV Engineering is initiating at this time. The proposed development is approximately 60.22 acres that is currently zoned RR (Rural Residential) with a land use of single-family residential. It has historically been utilized as a grove and pasture land and over time has become defunct. The project is also proposing a zoning change from the existing RS-1 to PUD. The layout is proposed of Standard 50 foot wide by 120-foot-deep lots. The project will consist of 149 Single Family Lots. It is located three quarters of a mile north on Gaynor Road SE off Bayside Lakes Boulevard SE. The project borders the Melbourne Tillman Water Management District Canal #13 to the west and Canal #16 to the north. The project will protect and restore approximately 10.35 acres of wetlands as well be providing stormwater facilities along with open space tracts in an attempt to preserve as many of the pristine trees that are existing. Active recreational areas are also planned for the development.

MBV will initiate the Citizen's Participation Plan / Report for review when the meeting location and date have not been established at this time but we will update the city this week with the final details.

Contacts for the project are as follows:

Owner/Developer:

Holiday Builders  
Chris McCurdy

1835 20th Street  
Vero Beach, FL 32960  
772.569.0035  
Fax: 772.778.3617

1250 W. Eau Gallie Blvd., Suite H  
Melbourne, FL 32935  
321.253.1510  
Fax: 321.253.0911

806 Delaware Avenue  
Ft. Pierce, FL 34950  
772.468.9055  
Fax: 772.778.3617

901 Martin Downs Blvd., Suite 203  
Palm City, FL 34990  
772.426.9959  
Fax: 772.778.3617





Ms. Chandra Powell  
The Reserve at Country Club Lakes Estates  
MBV # 19-1025

2293 W. Eau Gallie, Blvd.  
(321) 610-5233  
CMcCurdy@holidaybuilders.com

EOR: MBV Engineering Inc.  
Bruce Moia, P.E.  
321-253-1510  
BruceM@mbveng.com

Sincerely,

Bruce Moia, P.E., President  
MBV Engineering, Inc.

# TRAFFIC IMPACT STATEMENT

For

## RICHMOND COVE PUD

149 SINGLE FAMILY HOMESITES

City of Palm Bay,  
Brevard County, Florida

March 2021

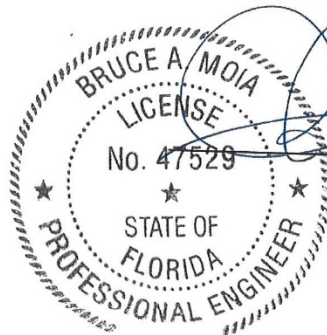
PREPARED BY:



CIVIL ■ STRUCTURAL ■ SURVEYING ■ ENVIRONMENTAL

1250 W. Eau Gallie Blvd., Unit L  
Melbourne, Florida 32935  
321.253.1510 ■ Fax: 321.253.0911  
www.mbveng.com

CERTIFICATE OF AUTHORIZATION NUMBER: 3728  
ENGINEERS PROJECT #: 15-1690



3/1/21  
Bruce A. Moia,  
P.E.  
FL PE #47529

---

## I. INTRODUCTION

The purpose of this report is to provide the City of Palm Bay Land Development with a Traffic Impact Statement, which address the anticipated impacts associated with the proposed Development. The report will address the traffic volumes associated with the project and will include link assignments for the new trips generated. This Traffic Statement addresses only the future traffic impact of the proposed additions.

## II. PROPOSED TRIP GENERATION

Based on the City of Palm Bay Land Development Regulations, and ITE Trip Generation, Tenth Edition, a summary of the net average trips (ADT) and PM Peak Hour Trips are as follows:

<u>Use</u>	<u>ADT Total</u>	<u>Peak Hour Trips</u>		
		<u>Total</u>	<u>In</u>	<u>Out</u>
SF Detached Residential (210)	9.44 trips/ 149 units = 1407 trips	*PM* (One Hour Between 4 and 6:pm) (Peak Hour of Adjacent Street Traffic) 0.99 trips/Unit = 149 trips	94 (63%)	55 (37%)

The peak hour trips and the In/Out distribution rates were based on the ITE Trip Generation, Tenth Edition, 210. Based on the distribution, the proposed trips do not exceed the capacity of any segment in the City's Traffic System.

## Single-Family Detached Housing (210)

### Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,  
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 190

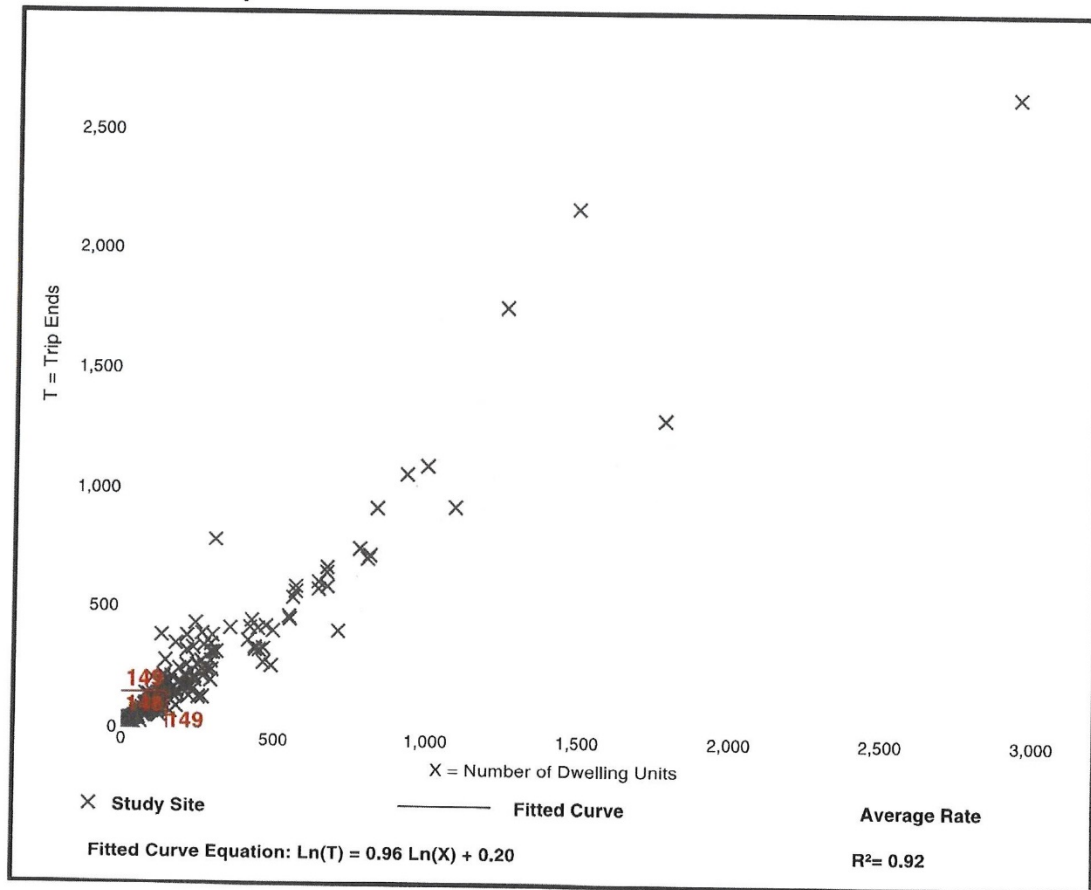
Avg. Num. of Dwelling Units: 242

Directional Distribution: 63% entering, 37% exiting

### Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.99	0.44 - 2.98	0.31

### Data Plot and Equation



Trip Gen Manual, 10th Ed + Supplement • Institute of Transportation Engineers



Land Development Division  
120 Malabar Road SE  
Palm Bay, FL 32907  
321-733-3042  
Landdevelopmentweb@palmabayflorida.org

## PRELIMINARY DEVELOPMENT PLAN APPLICATION

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida, Monday through Friday, during division office hours, to be processed for consideration by the Planning and Zoning Board. The application will then be referred by the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, unless otherwise stated.

### APPLICATION TYPE:

☒ **PUD**

Planned Unit Development  
(Section 185.060)

☐ **PMU**

Parkway Mixed Use District  
(Preliminary Design Plan)  
(Section 185.057)

☐ **PCRD**

Planned Community  
Redevelopment District  
(Section 185.055)

☐ **RAC**

Regional Activity Center District  
(Preliminary Concept Plan)  
(Section 185.056)

PROPOSED DEVELOPMENT NAME Richmond Cove

PARCEL ID 29-36-13-KK-\*-C, 29-36-13-KK-\*-C.02, 29-36-13-00-251

TAX ACCOUNT NO. 2906947, 3012804, 2908382

### LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THIS APPLICATION:

2906947 - Port Malabar Unit 32 Tract C Exc ORB 7107 PG 818 & ORB 7377 PG 1599

3012804 - Port Malabar Unit 32 Part of Tract C as Desc in ORB 7377 PG 1599

2908382 - N 3/4 of SW 1/4 of NW 1/4 Exc ORB 8803 PG 606 & Canal R/W

SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 60.22

TOTAL LOTS PROPOSED (list by use): 149

DEVELOPER Holiday Builders

Full Address 2293 W. Eau Gallie Blvd, Melbourne, FL 32935

Telephone 321-610-5168 Email broth@holidaybuilders.com

ENGINEER MBV Engineering, Inc.

Full Address 1250 W. Eau Gallie Blvd, Suite H, Melbourne, FL 32935

Telephone 321-253-1510 Email brucem@mbveng.com

SURVEYOR \_\_\_\_\_

Full Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

**CITY OF PALM BAY, FLORIDA  
PRELIMINARY DEVELOPMENT PLAN APPLICATION  
PAGE 2 OF 3**

**PRELIMINARY PLAN CRITERIA FOR SUBMITTAL:**

TWO (2) COPIES OF THE FOLLOWING EXHIBITS SHALL BE ATTACHED TO THE PRELIMINARY APPLICATION. THE EXHIBITS SHALL ALSO BE PROVIDED ON MEMORY DRIVE.

- A) Vicinity map clearly outlining subject property and showing the relationship between the site and its surrounding area including adjacent streets and thoroughfares.
- B) Preliminary Development Plan that shall contain maps, drawings and narrative, as appropriate, providing the following information:
  - 1) A general plan for the use of all lands within the proposed development. Such plans shall indicate the general location of residential areas (including maximum density and unit types), open space, parks, passive or scenic areas, and nonresidential areas (including maximum building square footage or other intensity maximums).
  - 2) Proposed name or title of project, the name of the engineer, architect, and developer.
  - 3) North arrow, scale (1 inch = 200 feet or larger), date and legal description of the proposed site.
  - 4) Boundaries of tract shown with bearings, distances, closures, and bulkhead liner. All existing easements, section lines, and all existing streets and physical features in and adjoining the project, and the existing zoning.
  - 5) Proposed parks, school sites, or other public or private open space.
  - 6) Off-street parking, loading areas, driveways and access points.
  - 7) Site data including tabulation of the total number of gross acres in the project, the acreage to be devoted to each of the several types of primary residential and secondary non-residential uses, and the total number of dwelling units, the maximum height of all structures, the minimum setbacks of all structures (and parking areas) and the total area of pervious and impervious surfaces.
  - 8) Delineation of phased development, if applicable.
  - 9) Proposed means of drainage for the site.
- C) A plan of vehicular and pedestrian circulation showing the general locations and right-of-way widths of roads, sidewalks, the capacity of the system and major access points to the external and internal thoroughfare network.
- D) Schematic drawing of the elevation and architectural construction of the proposed primary and secondary nonresidential structures.
- E) A Traffic Study meeting generally accepted engineering practices examining the impact of the proposed development on the surrounding roadway network. (If applicable)
- F) Narrative describing in detail how the proposed Preliminary Development Plan meets the requirements of the Land Development Code and the Palm Bay Comprehensive Plan.

**ADDITIONAL CONDITIONS MUST BE MET AND INCORPORATED INTO THE SITE PLAN FOR THE SPECIFIC TYPE OF DEVELOPMENT REQUESTED (PUD, PMU, PCRD, RAC).** The additional criteria are listed in the Code of Ordinances and available from staff.



CITY OF PALM BAY, FLORIDA  
PRELIMINARY DEVELOPMENT PLAN APPLICATION  
PAGE 3 OF 3

THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS PRELIMINARY DEVELOPMENT PLAN APPLICATION:

- \_\_\_\_\_ \*A \$1,000.00 application fee shall accompany the Development Plan application for the purposes of administration. Make check payable to "City of Palm Bay."
- \_\_\_\_\_ Vicinity Map (see Item A).
- \_\_\_\_\_ Preliminary Development Plan (see Item B).
- \_\_\_\_\_ Vehicular and Pedestrian Circulation Plan (see Item C).
- \_\_\_\_\_ Schematic Drawing (see Item D).
- \_\_\_\_\_ Traffic Study (see Item E).
- \_\_\_\_\_ Narrative (see Item F).
- \_\_\_\_\_ List of legal descriptions of all properties within a 500-foot radius of the boundaries of the property covered by this application, together with the names and mailing addresses (including zip codes) of all respective property owners within the above referenced area. (This should be obtained for a fee from the Brevard County Planning and Zoning Department at 321-633-2060.)
- \_\_\_\_\_ Citizen Participation Plan. Refer to Section 169.005 of the Land Development Code for guidelines.
- \_\_\_\_\_ School Board of Brevard County School Impact Analysis Application (if applicable).
- \_\_\_\_\_ Sign(s) posted on the subject property. Refer to Section 51.07(C) of the Legislative Code for guidelines.
- \_\_\_\_\_ **Where property is not owned by the applicant**, a letter must be attached giving the notarized consent of the owner to the applicant to apply for the preliminary development plan.

I, THE UNDERSIGNED UNDERSTAND THAT THIS PRELIMINARY DEVELOPMENT PLAN APPLICATION MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY AND CERTIFY THAT ALL THE ANSWERS TO THE QUESTIONS IN SAID APPLICATION, AND ALL DATA AND MATTER ATTACHED TO AND MADE A PART OF SAID APPLICATION ARE HONEST AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING PRELIMINARY DEVELOPMENT PLAN APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.**

Signature of Applicant

*R Fadi*

Date

*3-1-21*

Printed Name of Applicant

Richard Fadi - Holiday Builders, Inc.

Full Address

2293 W. Eau Gallie Blvd, Melbourne, FL 32935

Telephone

321-610-5168

Email

broth@holidaybuilders.com

\*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY



February 24, 2021

Re: Letter of Authorization

As the property owner of the site legally described as:

Parcel ID 29-36-13-KK-\*-C.02 PORT MALABAR UNIT 32 PART OF TRACT C AS DESC IN ORB 7377 PG 1599

I, Owner Name: Joseph Cleo

Address: 163 Haines SW Rd Palm Bay FL 32908

Telephone:

Email:

hereby authorize:

Representative: Richard Fadil, Holiday Builders, Inc.

Address: 2293 W. Eau Gallie Blvd, Melbourne, FL 32935

Telephone: 321-610-5168

Email: broth@holidaybuilders.com

to represent the request(s) for:

Preliminary PUD

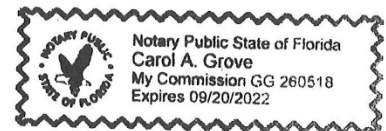
(Property Owner Signature)

STATE OF

Florida

COUNTY OF

Brevard



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1 day of March, 2021 by Joseph Cleo, property owner.

Carol Grove  
Carol Grove

, Notary Public

☐ Personally Known or ☒ Produced the Following Type of Identification:

Drivers License

February 24, 2021

Re: Letter of Authorization

As the property owner of the site legally described as:

Parcel ID 29-36-13-KK-\*-C.02 PORT MALABAR UNIT 32 PART OF TRACT C AS DESC IN ORB 7377 PG 1599

I, Owner Name: Joseph Cleo

Address: 163 Haines SW Rd Palm Bay FL 32908

Telephone:

Email:

hereby authorize:

Representative: Bruce Moia, P.E., MBV Engineering

Address: 1250 W. Eau Gallie Blvd, Suite H, Melbourne, FL 32935

Telephone: 321-253-1510

Email: brucem@mbveng.com

to represent the request(s) for:

Preliminary PUD

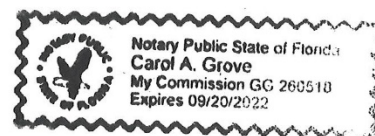
(Property Owner Signature)

STATE OF

Florida

COUNTY OF

Brevard



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1 day of March, 2021 by Joseph Cleo, property owner.

Carol Grove  
Carol Grove

, Notary Public

☐ Personally Known or ☒ Produced the Following Type of Identification:

Drivers License

February 24, 2021

Re: Letter of Authorization

As the property owner of the site legally described as:

Parcel ID 29-36-13-00-251 N 3/4 of SW 1/4 EXC ORB 8803 PG 606 & CANAL R/W

I, Owner Name: Clifford Roger Freeman- RFK Residential Development Properties, LLC

Address: 5505 Manatee Point Drive, New Port Richey, FL 34652

Telephone:

Email: broth@holidaybulders.com

hereby authorize:

Representative: Bruce Moia, MBV Engineering, Inc.

Address: 1250 W. Eau Gallie Blvd, Suite H, Melbourne, FL 32935

Telephone: 321-253-1510

Email: brucem@mbveng.com

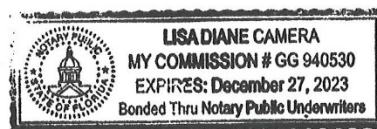
to represent the request(s) for:

Preliminary PUD

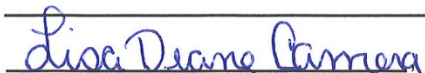
  
(Property Owner Signature)

STATE OF Florida

COUNTY OF Pasco



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of FEB, 2021 by \_\_\_\_\_, property owner.

 Notary Public

☒ Personally Known or ☐ Produced the Following Type of Identification:

February 24, 2021

Re: Letter of Authorization

As the property owner of the site legally described as:

Parcel ID 29-36-13-00-251 N 3/4 of SW 1/4 EXC ORB 8803 PG 606 & CANAL R/W

I, Owner Name: Clifford Roger Freeman - RFK Residential Development Properties, LLC

Address: 5505 Manatee Point Drive, New Port Richey, FL 34652

Telephone:

Email: broth@holidaybuilders.com

hereby authorize:

Representative: Richard Fadil, Holiday Builders, Inc.

Address: 2293 W. Eau Gallie Blvd, Melbourne, FL 32935

Telephone: 321-610-5168

Email: broth@holidaybuilders.com

to represent the request(s) for:

Preliminary PUD



(Property Owner Signature)

STATE OF

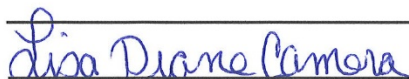
FLORIDA

COUNTY OF

PASCO



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26<sup>th</sup> day of FEB, 2021 by \_\_\_\_\_, property owner.



, Notary Public

☒ Personally Known or ☐ Produced the Following Type of Identification:



February 24, 2021

Re: Letter of Authorization

**As the property owner of the site legally described as:**

Parcel ID 29-36-13-KK-\*-C Port Malabar Unit 32 Tract C Exc ORB 7101 PG 818 & ORB 7377 PG 1599

I, Owner Name: Sam Aurilio - Josiah King Inc.

Address: 208 Fern Street, 808, West Palm Beach, FL 33401

Telephone: 561-627-5300

Email: nationaladvocate@gmail.com

**hereby authorize:**

Representative: Bruce Moia, MBV Engineering, Inc.

Address: 1250 W. Eau Gallie Blvd, Suite H, Melbourne, FL 32935

Telephone: 321-253-1510

Email: brucem@mbveng.com

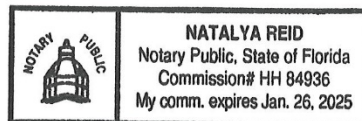
**to represent the request(s) for:**

Preliminary PUD

*Sam Aurilio*  
(Property Owner Signature)

STATE OF Florida

COUNTY OF Palm Beach



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of Feb., 2021 by Sam Aurilio - Josiah King Inc.

, property owner.

*Natalya Reid*  
Natalya Reid

, Notary Public

☐ Personally Known or ☒ Produced the Following Type of Identification:

FL DL

February 24, 2021

Re: Letter of Authorization

As the property owner of the site legally described as:

Parcel ID 29-36-13-KK-\*-C Port Malabar Unit 32 Tract C Exc ORB 7101 PG 818 & ORB 7377 PG 1599

I, Owner Name: Samuel C. Aurilio - Josiah King Inc.

Address: 208 Fern Street, 808, West Palm Beach, FL 33401

Telephone: 561-627-5300

Email: nationaladvocate@gmail.com

hereby authorize:

Representative: Richard Fadil - Holiday Builders, Inc.

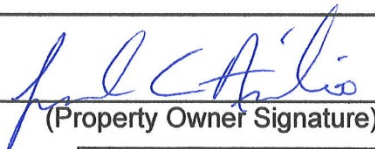
Address: 2293 W. Eau Gallie Blvd., Melbourne, FL 32935

Telephone: 321-610-5168

Email: broth@holidaybuilders.com

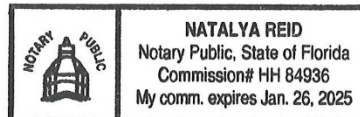
to represent the request(s) for:

Preliminary PUD

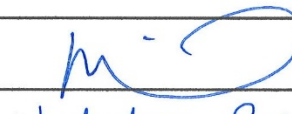
  
(Property Owner Signature)

STATE OF Florida

COUNTY OF Palm Beach



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of Feb, 2021 by Samuel C. Aurilio - Josiah King Inc., property owner.

  
Natalya Reid, Notary Public

☐ Personally Known or ☒ Produced the Following Type of Identification:

FL DL

# **CASE PD-13-2021**

Presented by Bill Battin at April 7, 2021 Planning and Zoning Board Meeting













**CITY OF PALM BAY, FLORIDA**  
**PLANNING AND ZONING BOARD/**  
**LOCAL PLANNING AGENCY**  
**REGULAR MEETING 2021-05**

Held on Wednesday, April 7, 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. Rainer Warner 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	Absent (Excused)
<b>MEMBER:</b>	Khalilah Maragh	Present
<b>MEMBER:</b>	Rainer Warner	Present
<b>NON-VOTING MEMBER:</b>	David Karaffa	Present
	(School Board Appointee)	

Mr. Hill's absence was excused.

**CITY STAFF:** Present were Mr. Laurence Bradley, 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 2021-04; March 3, 2021.**

Motion to approve the minutes as presented.

Motion to submit Case FD-12-2021 to City Council for approval, subject to the staff and technical comments contained in the report, with the condition that an 8-foot-high fence or wall be erected prior to the completion of Phase I.

Motion by Ms. Maragh, seconded by Mr. Boothroyd. Motion carried with members voting as follows:

**Aye:** Weinberg, Jordan, Boerema, Boothroyd, Maragh, Warner.

5. **\*\*PD-13-2021 - Richmond Cove - Joseph Cleo/Josiah King, Inc./RFK Residential Development Properties, LLC (Richard Fadil and Bruce Moia, P.E., Reps.) – A Preliminary Development Plan to allow for a 149-lot single-family development called Richmond Cove PUD. Tracts C and C.02 of Port Malabar Unit 32 with Tax Parcel 251, Section 13, Township 29, Range 36, Brevard County, Florida, containing 60.22 acres, more or less. (West of and adjacent to Gaynor Drive SW, in the vicinity north of Ocean Spray Street SW)**

Mr. Balter presented the staff report for Case PD-13-2021. Staff recommended Case PD-13-2021 for approval, subject to the staff comments contained in the report.

Mr. Bruce Moia, P.E. of MBV Engineering, Inc. (representative for the applicant) stated that the proposed PUD was similar to the newly constructed development to the south, and that the smaller lots in the subject development would allow over 43 percent of the site to be used for common and passive open space and wetland preservation. The density for the development was 2.47 units per acre, which was less than the surrounding area.

Mr. Boerema inquired whether the 50-foot-wide lots allowed for five lots per acre. Mr. Moia explained that the existing Single Family Residential land use would remain; however, the requested PUD would have a density of 2.47 lots per acre.

Mr. Weinberg stated his concern regarding the effect the traffic would have on Gaynor Drive SW. The traffic impact statement that was submitted did not take into account the Bayridge development to the south, and how most of the traffic from both developments would use the local residential streets to reach De Groodt Boulevard SW to the north. Mr. Moia explained that the traffic impact statement was



an informal analysis, and that the required traffic study would be more extensive. Most vehicles in the area would likely use the major roads. Mr. Weinberg remarked that there were no main roads to reach De Groodt Boulevard to the east or Garvey Road to the west.

The floor was opened for public comments.

Mr. Bill Battin (resident at Ocean Spray Street SW) spoke against the request. He stated that 80 percent of the residents on the three properties in the subject area resided on RR, Rural Residential land with livestock or agriculture. The proposed development with 50-foot-wide lots would be incompatible with the existing RR properties. He wanted all construction vehicles and materials contained on the subject site and not on his street. He noted the RR property surrounded by the development that a resident had purchased three years ago and would now be surrounded by small lots instead of the assumed acreages. He presented photos to the board to demonstrate the overgrown vegetation and narrowness of Gaynor Drive, and the construction vehicles parked on the side streets. The speeding construction vehicles were a problem in the area. He compared the existing one unit per acre allowed by the RR district with the minimum units per acre for an RS-2, Single Family Residential District and the requested PUD. He noted that the plans for the development did not indicate the required swimming pool for a PUD. He wanted to know who would be paying the back taxes on the property, and stated how property purchased, owned, held, and sold as RR should be developed as RR.

Mr. Daniel Smith (resident at Ocean Spray Street SW) had comments regarding the request. He resided at the RR property south of the subject site and was concerned with how the drainage from the development would affect his acreages. Easements and land had been given to the City from his property in the past for drainage, which included the two easements for the subject site that served as the main drainage from Gaynor Drive west. He stated that the 149 concrete slabs and homes planned for the property would affect drainage. He also remarked on how the development to the south had increased the traffic in the area by tenfold, and that according to the City, Gaynor Drive was never designed to be a through road. He commented that the drainage and traffic concerns should be addressed now before they became problems in the future.



Ms. Ann-Marie Fraser (property owner at Oceanside Street SW) had comments regarding the request. She remarked on the development and growth of the City over the years. She did not believe the traffic trip generation analysis for an hour between 4:00 p.m. and 6:00 p.m. was a true definition of the traffic trips for Gaynor Drive and Garvey Road. She commented on the number of residential developments currently under construction or review by the City and explained that continually approving residential developments without a balance of additional commercial and industrial projects was a disservice to the City. She noted that the subject area had no sidewalks or a grocery store within proximity.

Mr. Mark Fahl (resident at Gaynor Road SW) spoke against the request. He stated that he purchased his RR property three years ago enclosed by the RR land under consideration and completed his home last year, which would now be impacted by small lots and a lift station. He was also concerned about his pond being used by the residents in the development.

Ms. Gloria Thomas (resident at Westunder Street SE) spoke against the request. She inquired about the pool for the area. She wanted the street repaired, and sidewalks and lights installed for safety and a better community.

In response to the public comments, Mr. Moia stated that there were RS-2 properties to the north, east, and south of the site and only a small enclave of RR properties. The area was predominantly RS-2. He remarked that construction was cumbersome, but site superintendents and the City would hopefully ensure that the existing neighborhood was not unduly impacted. He commented that the RR property that was surrounded by the development would be buffered as much as possible by green space with lakes and wetlands on its north side and a City drainage easement and wetland to the south. The lift station would be approximately 400 feet away from the home but could be placed farther away. He commented that Gaynor Drive was a public road with the capacity to handle the anticipated traffic, and any necessary improvements would be done based on the traffic analysis. Smaller lots were the trend as evidenced by the available standard sized lots to the east. Any delinquent taxes would be paid during lot sales. He noted that the other adjacent RR homeowner off Ocean Spray Street would be buffered by an open space lot and the 20-foot buffer along the south property line. Since the development

abutted the Melbourne Tillman Water Control District on the north and west boundaries, the drainage for the neighboring properties would likely improve. He was not aware of Gaynor Road being designed for anything but a through street. The 20-foot-wide road was narrow but not unusual. He explained that the evening peak hours in the traffic analysis was based on guidelines by the International Transportation of Engineers. He stated that the development would not include sidewalks as there were no sidewalks in the area to connect to.

Ms. Maragh asked if a swimming pool was included in the development. Mr. Moia indicated that the swimming pool requirement would be met.

The floor was closed for public comments, and there was no correspondence in the file.

Mr. Weinberg stated that he had concerns about the project and there were several items that needed to be addressed with staff, but he would support the preliminary proposal at this time. Homes on smaller lots was the future.

Ms. Maragh stated that she would not support the project. Although smaller lots were market driven, there were still quite a few homebuyers that desired large parcels of land for homes in Palm Bay.

Mr. Warner was concerned with how the residents of the development would evacuate during an emergency. He believed the property should remain RR and he was concerned with the functional wetlands becoming a future drainage issue. He could not support the request.

Motion to submit Case PD-13-2021 to City Council for approval, subject to the comments contained in the staff report.

Motion by Mr. Boerema, seconded by Mr. Boothroyd. Motion failed with members voting as follows:

**Aye:** Weinberg, Boothroyd.

**Nay:** Jordan, Boerema, Maragh, Warner.

## **RESOLUTION 2021-19**

**A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, GRANTING APPROVAL FOR A PLANNED UNIT DEVELOPMENT (PUD) PRELIMINARY DEVELOPMENT PLAN OF A SINGLE-FAMILY RESIDENTIAL SUBDIVISION TO BE KNOWN AS 'RICHMOND COVE PUD'; WHICH PROPERTY IS LOCATED WEST OF AND ADJACENT TO GAYNOR DRIVE, IN THE VICINITY NORTH OF OCEAN SPRAY STREET, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR FILING OF THE FINAL PLANNED UNIT DEVELOPMENT APPLICATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, application for Planned Unit Development (PUD) Preliminary Development Plan to permit a single-family residential subdivision to be known as 'Richmond Cove PUD' on property legally described herein, has been made by Joseph Cleo/Josiah King, Inc./RFK Residential Development Properties, LLC, and

**WHEREAS**, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on April 7, 2021, which voted to recommend to the City Council denial of the application, and

**WHEREAS**, all provisions applicable to the Preliminary PUD under Chapter 185, Zoning, of the Palm Bay Code of Ordinances, have been satisfied by the applicant, and

**WHEREAS**, the City Council of the City of Palm Bay has determined that such Preliminary PUD will neither be injurious to adjacent lands nor otherwise detrimental to the public welfare.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA**, as follows:

**SECTION 1.** The City Council of the City of Palm Bay hereby grants PUD Preliminary Development Plan approval for 'Richmond Cove PUD', which property is legally described as follows:

Tracts 'C' and 'C.02', Port Malabar Unit 32, with Tax Parcel 251, according to the plat thereof as recorded in Plat Book 17, Pages 40 and 41, of the Public Records of Brevard County, Florida; Section 13, Township 29S, Range 36E; containing 60.22 acres, more or less.

**SECTION 2.** The PUD Preliminary Development Plan is granted subject to the staff comments contained in the Staff Report and the following items shall be submitted with a Final PUD application:

1. A preliminary subdivision plat and a boundary and title opinion;
2. Deed restrictions establishing development standards;
3. An amenity center with a pool;
4. A School Capacity Determination letter from Brevard County Schools;
5. The technical comments generated by the Development Review Staff, which is, by reference, incorporated herein as Exhibit 'A', shall be observed and incorporated into the final development plan and construction drawings;
6. The Land Development Division Staff Report which is, by reference, incorporated herein as Exhibit 'B'; and
7. All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations, and statutes.

**SECTION 3.** The developer shall have one (1) year from the date of this resolution in which to file a Final PUD application. Failure to file said application within one (1) year shall void the PUD Preliminary Development Plan approval unless an extension for filing the Final PUD application has been granted by the City Council.

**SECTION 4.** This resolution shall take effect immediately upon the enactment date.

This resolution was duly enacted at Meeting 2021- , of the City Council of the City of Palm Bay, Brevard County, Florida, held on , 2021.

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Robert Medina, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK

Applicant: Joseph Cleo/Josiah King, Inc./RFK Residential Development Properties, LLC  
Case: PD-13-2021

cc: (date) Brevard County Recording  
Applicant  
Case File

## **TECHNICAL COMMENTS**

### **CASE PD-13-2021 – Richmond Cove PUD**

#### **PUBILC WORKS:**

##### **(Joe Hale, City Surveyor)**

1. Please identify in legend or label the red dashed lines on sheet EX-1 of 4 of the Exhibits.
2. On topo & Boundary plans please show all drainage activities in the Southwest corner of the proposed development. There is an existing ditch along the South side of the tract as well as drainage entering the ditch from the South where Ocean Spray ends.
3. Please identify if street right of ways will be public or private.
4. The 30' road Dedication along Gaynor should be labeled with the ORB and PG.
5. Please provide an Easement along City of Palm Bay Swale along Tract B4.5 and Tract B4.4 for maintenance.
6. With part of Gaynor right of way, south of Ocean Spray, less than 70' ROW width please provide detail on extension of waterline in this area.

##### **(Natalie Shaber, Engineer II)**

1. AM and PM peak trips generated exceed 100 trips. A traffic impact study will be required.
2. The entire site is located in the 100-yr floodplain and 500-yr floodplain, and the northern parcel is identified as 'functional wetlands'. An environmental assessment for species habitats and a current wetland delineation shall be conducted by an independent registered environmental consultant and verified by the FFWCC and SJRWMD.
3. All external agency permits shall be provided prior to construction, including but not limited to MTWCD, SJRWMD, FFWCC.
4. Topographic survey including contours and multiple cross-sections surrounding the existing single-family residence and along the project boundary are required.
5. Wet Detention and a NRFS is recommended for this site.
6. Current geotechnical data within the dry retention areas supporting recovery of the water quality treatment volume if dry retention is utilized.
7. Sidewalks are required within the subdivision on both sides of the street and along Gaynor Dr. connecting to the sidewalk at the subdivision.



8. Utility connections are required to be made by directional bore as Gaynor has recently been paved.

9. All requirements of Ch. 174 of the City's Code of Ordinances shall be met for floodplain and stormwater management, including but not limited to the post-development peak discharge rate from the site shall not exceed the pre-development discharge rate for the 10-year/24-hr and 25-yr/24-hour design storms.

10. R/W and commercial driveway permits, and fees shall be submitted.

11. Any roadways or tracts proposed for dedication to the City for operation and maintenance shall adhere to Ch 182 of the City's Code of Ordinances.

**UTILITIES (Christopher Little, Utilities Director):**

1. The applicant/owner, at their expense, will be required to design, permit, install, inspect, and test water & sewer systems of adequate size to accommodate the development and to connect to the City's water & sewer system. [Section 200.11(D)(1) - On-Site Facilities].

2. The applicant/owner may be required to extend and/or loop service from the existing water and sewer connection points Section 200.11(D)(2) -Off-Site Facilities].

3. The applicant/owner will be responsible for the property's hydraulic share for the utilities. Oversizing of utilities at the request of the Utilities Department will be subject to a refunding agreement or refundable advance [Section 200.1(D) & (E)]. The City of Palm Bay's 2017 Wastewater Master Plan & 2017 Water Master Plan, both of which are available upon request, identify proposed mainline extensions with the City's current pipe sizing requirements.

4. A City of Palm Bay "Utility Agreement" shall be executed between the Property Owner and the City. All Utility impact/connection charges noted in the "Utility Agreement" must be paid as outlined in the terms and conditions of the Utility Agreement. All fees are subject to change annually on October 1. The Property Owner shall submit a certified copy of the property deed as verification of ownership as part of the Utility Agreement.

5. All utility construction, materials, and testing shall be in accordance with the latest revision of the Palm Bay Utility Department Policies, Procedures and Standards Handbook and the Standard Detail Drawings. Prior to any construction, all required FDEP Permit applications for the Water and Sanitary Sewer Construction shall be processed through and copied of the Permits filled with the Utilities Department.

**BUILDING (James Williams, Flood Plain Administrator):**

1. The project is in floodzone AE and X and will need an approved Conditional Letter of Map Amendment (CLOMA) before any buildings are constructed. For the final CO, an approved Letter of Map Revision (LOMR) removing the entire project from the Special Flood Hazard Area is required.
2. Per the City's Floodplain Ordinance, any structure built within a Special Flood Hazard Area (SFHA) will require a Floodplain Permit at time of construction. An approved CLOMR does not exempt the requirement for a Floodplain Permit in the SFHA. The Building Official will not issue any building permits without a Floodplain Permit.
3. If an approved Subdivision LOMR is granted before any building permits are applied for, individual Floodplain permits for each structure will not need to be applied for.



## 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

PD-13-2021

#### PLANNING & ZONING BOARD HEARING DATE

April 7, 2021

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#### PROPERTY OWNER & APPLICANT

Joseph Cleo / Josiah King, Inc. / RFK  
Residential Development Properties, LLC  
(Richard Fadil and Bruce Moia, P.E.,  
Representing)

#### PROPERTY LOCATION/ADDRESS

Tracts C and C.02 of Port Malabar Unit 32 and Tax  
Parcel 251, Section 13, Township 29, Range 36,  
Brevard County, Florida

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#### SUMMARY OF REQUEST

Preliminary Planned Unit Development approval for a 149-unit  
residential subdivision to be known as Richmond Cove PUD.

##### Existing Zoning

RR, Rural Residential

##### Existing Land Use

RR, Rural Residential

##### Site Improvements

Vacant Unimproved Land

##### Site Acreage

60.22 acres, more or less

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#### SURROUNDING ZONING & USE OF LAND

##### North

Melbourne-Tillman Canal No. 16

##### East

RS-2 Single-Family Residential; Single-Family Homes and Gaynor  
Drive SW

##### South

RR, Rural Residential, and RS-2 Single-Family Residential; Single-  
Family Homes

##### West

Melbourne-Tilman Canal No. 13

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#### COMPREHENSIVE PLAN COMPATIBILITY

The future land use designations of the subject property are Single-  
Family Residential Use. The development of a single-family planned  
unit development is compliant. The proposed density is 2.47 units  
per acre, which is below the maximum density defined in the City's  
Comprehensive Plan for Single-Family Residential Use (up to 5  
units per acre.)

**BACKGROUND:**

The subject properties are located west of and adjacent to Gaynor Drive SW, and in the vicinity north of Ocean Spray Street SW. Specifically Tracts C and C.02 of Port Malabar Unit 32 and Tax Parcel 251, Section 13, Township 29, Range 36, of Brevard County Florida. This Preliminary PUD request includes approximately 60.22 acres of land.

Tract C and C.02 are part of Port Malabar Unit 32 and have been platted since 1962. Tax Parcel 251 was excluded from this plat. The subject properties have primarily been used for agricultural purposes and have been vacant since their conception. A portion of Tract C was split off in 2016 so that a single-family home could be built upon it.

**ANALYSIS:**

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

Specifically, the PDP proposes a 149-unit single-family development that will be constructed in one phase. Per the PDP, typical lots within the residential development are 50' x 120'. The minimum size home will be 1200 square feet. The development will consist of three entrances with amenities: neighborhood dog park, passive recreation areas, stormwater management ponds, and a basketball court.

**CONDITIONS:**

In order to receive Preliminary Planned Unit Development approval, the proposal must meet the requirements of Section 185.066 of the City of Palm Bay's Code of Ordinances. Upon review, it appears that the request is in conformance with the applicable requirements of this section, subject to the following items being submitted with a Final PUD application:

- A. A preliminary subdivision plat and a boundary & title opinion.
- B. Deed restrictions establishing development standards.
- C. An amenity center with a pool.
- D. A School Capacity Determination Letter from Brevard County Schools.
- E. The technical comments generated by the Development Review Staff (attached) shall be observed and incorporated into the FDP, and construction drawings.

**STAFF RECOMMENDATION:**

Case PD-13-2021 is recommended for approval, subject to the staff comments contained in this report.



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Juliet Misconi, Acting Public Works Director

**DATE:** 5/20/2021

**RE:** Ordinance 2021-31, vacating a portion of the road right-of-way of an existing cul-de-sac on property located at the northwest corner of Forest Knoll Drive and Tree Ridge Lane, within the Pinehurst Subdivision (0.32 acres) (Case VRW-1-2021, E&S and Sons, Inc.) (Quasi-Judicial Proceeding), first reading.

E&S and Sons, Inc. (Steven Bresnick) has submitted an application requesting to vacate an approximate 125' X 150' existing cul-de-sac, which lies Northerly and Westerly of Forest Knoll Circle, NE and Tree Ridge Lane, NE (Palma Bella Apartments) as described as being a portion of Pinehurst Subdivision, as Recorded in Plat Book 25, Page 132, Public Records of Brevard County, Florida.

**REQUESTING DEPARTMENT:**

Public Works

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Motion to

approve – with the following conditions:

The applicant provides adequate drainage treatment, conveyance, and maintenance of drainage area to adequately maintain roadway and adjacent property drainage conveyance substantially in conformance with the Pinehurst Subdivision drainage plan. Compliance with this requirement shall require the applicant design a revised drainage system of the lots, receive approval of that design from the City, and the St. Johns River Water Management District (if required), construct the improvements or provide a performance bond for the improvements within one year of the date of approval of this request. The Performance Bond agreement shall require the applicant to receive a Certificate of Occupancy for the improvements within two (2) years. Public drainage treatment and discharge shall be equal to or better than the existing condition at the time a Certificate of Occupancy is issued for the project.

The applicant shall provide all required improvements, dedication of utility, and drainage easements as required by the Palm Bay Utilities Department and Public Works Department. All easements, plans, and agreements shall be completed within one year of the date of approval of this request.



The applicant shall be solely responsible for relocation all existing Florida Power and Light Company or any other facilities and equipment located within the road right of way proposed for vacation. The relocation of these facilities and equipment must be completed within one year of the date of approval of this request and must receive approval from Florida Power and Light Company. The cost of the relocation, engineering, documentation, surveying and permitting for the relocation of all utilities shall be the sole responsibility of the applicant.

The ordinance approving the vacating shall be recorded at the expense of the applicant following receipt of all documentation required as a condition of the approval. Failure to meet the conditions within one year from the date of approval for the request shall void the approval for the vacation.

The applicant may, under good cause, request extension of those time frames through formal request to the Office of the City Clerk. The vacation of right-of-way request does not include any interior property easement vacations as they must be handled under a separate application.

**ATTACHMENTS:**

**Description**

**Request for Vacate of Right-of-Way**

**Ordinance 2021-31**

**Ordinance 2021-31, Exhibit A**

# PUBLIC WORKS DEPARTMENT STAFF REPORT

## REQUEST TO VACATE EASEMENT

**PROPOSAL:** Vacation of Street/Right of Way is requested to vacate an approximate 125' X 150' existing cul-de-sac, which lies Northerly and Westerly of Forest Knoll Circle, NE and Tree Ridge Lane, NE (Palma Bella Apartments) as described as being a portion of Pinehurst Subdivision, as Recorded in Plat Book 25, Page 132, Public Records of Brevard County, Florida.

**LOCATION:** Parcel ID's: 28-37-28-01-B-24; 28-37-28-01-B-22; 28-37-28-01-B-21;  
28-37-28-01-B-20; 28-37-28-01-B-19

**APPLICANT:** E & S and Sons, Inc. (Steven Bresnick).

## SITE DATA

**PRESENT ZONING:** RM-15, Single, Two & Multiple Family Residential zoning district

**AREA OF VACATING:** 0.32 Acres +/-

**ADJACENT ZONING  
& LAND USE:**  
N RM-15, Single, Two & Multiple Family Residential zoning district  
E RM-15, Single, Two & Multiple Family Residential zoning district  
S RM-15, Single, Two & Multiple Family Residential zoning district  
W RM-15, Single, Two & Multiple Family Residential zoning district



**STAFF ANALYSIS:**

The purpose of requesting vacating of the road right of way is to allow the owner of the property to build a proposed multi-family residential complex. It is unlikely that a third-party user remains for this road and/or right-of-way.

Vacating of the non-dimensioned road right of way will not necessitate changes to any traffic circulation system for the development along Forest Knoll Circle or Tree Ridge Lane NE.

The Palm Bay Utilities Department presently has public water and sewer infrastructure located within the right-of-way and within the identified properties. Should the applicant wish to vacate the right-of-way, the applicant must concurrently provide public utility easements for both the 8" PVC water main and the 8" VCP gravity sewer, manhole, and service laterals. The utility easements must be prepared by the applicant, reviewed by the Utilities Department, and approved by the City Surveyor. Once the properties develop, the applicant/owner will be required to make adjusts to the utilities as required by the Utilities Department. Note that the water main cannot be eliminated as it creates a system loop; however, it may be evaluated for relocation during the City's site plan review process. See attached as-builts and maps for guidance. A replacement easement must be obtained in order for the existing utility lines to be relocated. The Utilities Department recommends a 20' easement with the easement location to be determined during site plan review.

Additional, Ordinance No. 2015-66 was approved in 2015. It allowed for the abandonment of all public utility and drainage easements within the properties identified on the applicant's map. Former Utilities Department staff erroneously allowed for the vacation of the easements between Lot 21 and the retention pond lot as there was (and still is) a City-owned water main at that location. These easements must be reestablished at the same time as the other required easements are created.

The Public Works Department identified an existing drainage easement on the West property line of Lots 20 and 21; and 20' wide road easement on the North property line on Lots 21, 22, and 23. The existing drainage and access in these areas must be accommodated and the treatment and attenuation must be equal or better in the post development conditions than the current existing conditions.

Spectrum, AT&T, NUI City Gas, and Melbourne-Tillman Water Control have no objections to the request.

Florida Power and Light will remove the existing facilities and vacate the existing easement at this location at the customer's expense. Prior to this being done provisions must be made, new easements secured, and facilities constructed to serve any existing FPL customers that may be affected by this vacate request. No objection to the request, provided that an easement is recorded that provides for access and maintenance, lying within the boundary of the vacation request. All equipment located within the road right of way must be relocated within one year of the date of approval of the vacation request and must receive approvals from the individual utility.

**STAFF RECOMMENDATION:**



Staff recommends approval of the request with the following conditions:

The applicant provides adequate drainage treatment, conveyance, and maintenance of drainage area to adequately maintain roadway and adjacent property drainage conveyance substantially in conformance with the Pinehurst Subdivision drainage plan. Compliance with this requirement shall require the applicant design a revised drainage system of the lots, receive approval of that design from the City, and the St. Johns River Water Management District (if required), construct the improvements or provide a performance bond for the improvements within one year of the date of approval of this request. The Performance Bond agreement shall require the applicant to receive a Certificate of Occupancy for the improvements within two (2) years. Public drainage treatment and discharge shall be equal to or better than the existing condition at the time a Certificate of Occupancy is issued for the project.

The applicant shall provide all required improvements, dedication of utility, and drainage easements as required by the Palm Bay Utilities Department and Public Works Department. All easements, plans, and agreements shall be completed within one year of the date of approval of this request.

The applicant shall be solely responsible for relocation all existing Florida Power and Light Company or any other facilities and equipment located within the road right of way proposed for vacation. The relocation of these facilities and equipment must be completed within one year of the date of approval of this request and must receive approval from Florida Power and Light Company. The cost of the relocation, engineering, documentation, surveying and permitting for the relocation of all utilities shall be the sole responsibility of the applicant.

The ordinance approving the vacating shall be recorded at the expense of the applicant following receipt of all documentation required as a condition of the approval. Failure to meet the conditions within one year from the date of approval for the request shall void the approval for the vacation. The applicant may, under good cause, request extension of those time frames through formal request to the Office of the City Clerk.

The vacation of right-of-way request does not include any interior property easement vacations as they must be handled under a separate application.





# EASEMENT FOR PUBLIC UTILITIES

AN EASEMENT FOR PUBLIC UTILITIES, PART OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASEMENT FOR PUBLIC UTILITIES, PART OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASEMENT FOR PUBLIC UTILITIES, PART OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

# ROAD RIGHT OF WAY TO BE VACATED (FOREST KNOLL DRIVE)

THE ROAD RIGHT OF WAY TO BE VACATED (FOREST KNOLL DRIVE), PART OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE ROAD RIGHT OF WAY TO BE VACATED (FOREST KNOLL DRIVE), PART OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

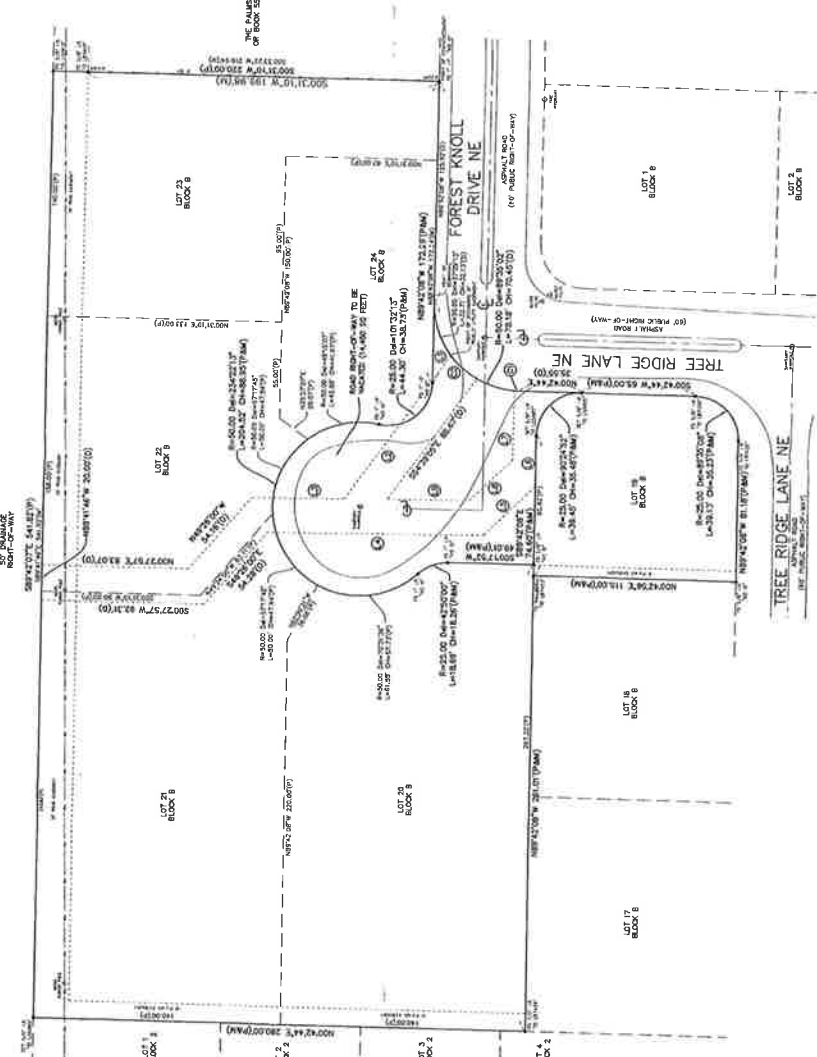
THE ROAD RIGHT OF WAY TO BE VACATED (FOREST KNOLL DRIVE), PART OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE ROAD RIGHT OF WAY TO BE VACATED (FOREST KNOLL DRIVE), PART OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE ROAD RIGHT OF WAY TO BE VACATED (FOREST KNOLL DRIVE), PART OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- LEGEND**
- 1. LOT 1, BLOCK 1
  - 2. LOT 2, BLOCK 1
  - 3. LOT 3, BLOCK 1
  - 4. LOT 4, BLOCK 1
  - 5. LOT 5, BLOCK 1
  - 6. LOT 6, BLOCK 1
  - 7. LOT 7, BLOCK 1
  - 8. LOT 8, BLOCK 1
  - 9. LOT 9, BLOCK 1
  - 10. LOT 10, BLOCK 1
  - 11. LOT 11, BLOCK 1
  - 12. LOT 12, BLOCK 1
  - 13. LOT 13, BLOCK 1
  - 14. LOT 14, BLOCK 1
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  - 100. LOT 100, BLOCK 1



<p>SCALE</p> <p>DATE</p> <p>PROJECT</p> <p>REVISION</p>	<p>1" = 40'</p> <p>8/1/17</p> <p>11-24-26 BLOCK 1</p> <p>AS RECORDED IN PLAT BOOK 28, PAGE 12 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA</p>	<p>CONVEYED TO</p> <p>PAULA BELLA DEVELOPMENT, LLC</p> <p>11-24-26 BLOCK 1</p> <p>AS RECORDED IN PLAT BOOK 28, PAGE 12 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA</p>	<p>PRECISION</p> <p>2000 AND AFTER</p> <p>DATE: 8/1/17</p> <p>DRAWN: 8/1/17</p>	<p>1. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND HAS FOUND THAT THE SURVEY IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING BOARD.</p> <p>2. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND HAS FOUND THAT THE SURVEY IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING BOARD.</p> <p>3. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND HAS FOUND THAT THE SURVEY IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING BOARD.</p> <p>4. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND HAS FOUND THAT THE SURVEY IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING BOARD.</p> <p>5. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND HAS FOUND THAT THE SURVEY IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING BOARD.</p> <p>6. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND HAS FOUND THAT THE SURVEY IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING BOARD.</p> <p>7. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND HAS FOUND THAT THE SURVEY IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING BOARD.</p> <p>8. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND HAS FOUND THAT THE SURVEY IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING BOARD.</p> <p>9. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND HAS FOUND THAT THE SURVEY IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING BOARD.</p> <p>10. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND HAS FOUND THAT THE SURVEY IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING BOARD.</p>
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# LOCATION MAP



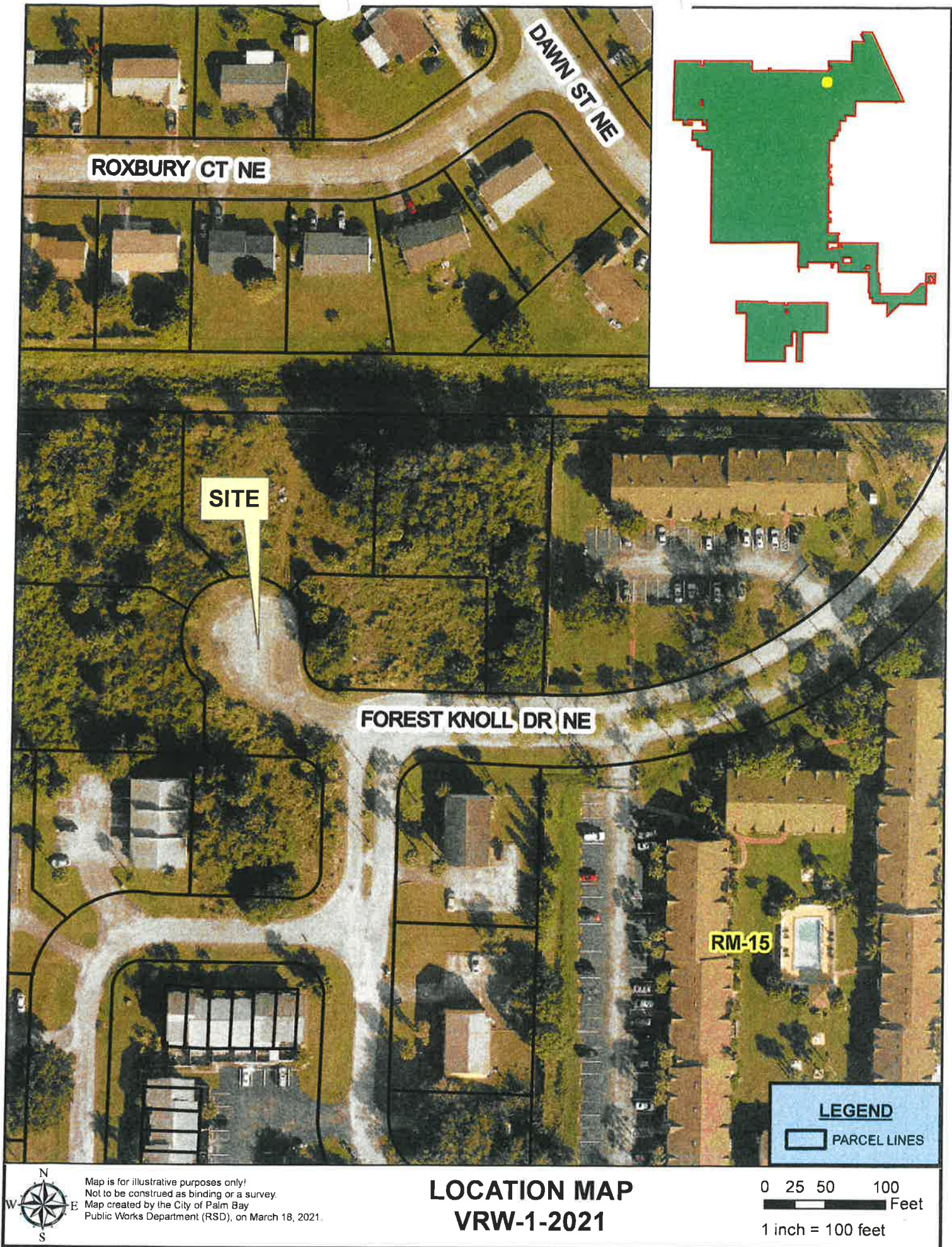
Map is for illustrative purposes only!  
Not to be construed as binding or a survey.  
Map created by the City of Palm Bay  
Public Works Department (RSD), on March 18, 2021.

## VRW-1-2021

0 25 50 100  
Feet  
1 inch = 100 feet







ROXBURY CT NE

DAWN ST NE

SITE

FOREST KNOLL DR NE

RM-15

**LEGEND**

PARCEL LINES

**LOCATION MAP  
VRW-1-2021**

0 25 50 100  
Feet  
1 inch = 100 feet

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 March 18, 2021.







VRW-1-2021

**PUBLIC WORKS DEPARTMENT**

1050 MALABAR ROAD SW PALM BAY, FLORIDA 32907

PHONE: (321) 952-3403

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

**CREATING, IMPROVING, ALTERING, AND VACATING OF  
STREETS/RIGHT-OF-WAY APPLICATION**

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Public Works Department, Palm Bay, Florida. The request will then be reviewed by City staff and scheduled for a public hearing before the City Council. You and/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). Meeting(s) will be held beginning at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida, unless otherwise stated.

1. Name of Applicant (Please print): Steven Bresnick - E & S and Sons Inc.  
Address: 6671 W. Indiantown Road, Suite 50  
City: Jupiter, FL Zip Code: 33458  
Phone Number: 561-827-2828 Fax Number: \_\_\_\_\_  
Email: bresnick.steven@gmail.com

2. Certified surveyor's legal description of property covered by this application:  
attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section: 28 Township: 28 Range: 37

3. Size of area covered by this application (calculate acreage): .32

4. Which action applying for (Creating, Improving, Altering, or Vacating): R

5. Intended use of the property: 55 Unit MFR Complex



6. The following enclosures are needed to complete this application.

- ☒ \*\$312.00 Application Fee. Make check payable to "City of Palm Bay."
- ☒ Two (2) copies of the plat or site plan exhibit drawn to scale shall be attached to the application. The exhibit shall also be provided by CD or Memory Drive and illustrate the following:
  - a) (Proposed) street location within the City (vicinity map);
  - b) Location of utility easements adjacent or pertinent thereto the property;
  - c) Construction plans showing typical street profiles and materials;
  - d) Tree and vegetation survey and/or permit;
  - e) Location of traffic control devices (signs and street markings);
  - f) Location of sidewalks and bikeways.
- ☒ Original notarized letters from the following utility and service companies are required stating that the companies have no objections to the requested action:
  - 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).
- ☒ List of all property owners, addresses, and legal descriptions for all properties abutting the (proposed) street. Such information shall be obtained from the most recent County tax rolls. (This can be obtained from the most recent County tax rolls. (This can be obtained from the Brevard County Planning and Zoning Department at 321-633-2060, or on the internet at <https://bcpao.us/>) List shall be legible and the source of that information stated here:

7. Where property is not owned by the applicant, a letter must be attached giving the notarized consent of the owner for the applicant to request the creating, improving, altering, or vacating of streets/right of way.

I, the undersigned understand that this application must be complete and accurate before consideration by city council, 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 penalty of perjury, I declare that I have read the foregoing Creating, Improving, Altering, and Vacating of Streets/Right of Way Application and that the facts stated in it are true.**

Signature of Applicant:  Date: 3/23/21

Printed Name of Applicant: Steven Bresnick - E & Sand Sons Inc.

*\*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY*

CREATING, IMPROVING, ALTERING, AND VACATING OF STREETS/RIGHT-OF-WAY

APPLICATION FEE: \$312.00

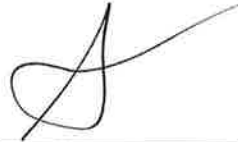


March 18, \_\_\_\_\_, 2021

Re: Letter of Authorization

As the property owner of the site legally described as 28-37-28-01-B-24;  
28-37-28-01-B-22; 28-37-28-01-B-21; 28-37-28-01-B-20; 28-37-28-01-B-19

I hereby authorize David Bassford, P.E., MBV Engineering, Inc.  
to represent my Vacate of Right-of-Way application for said property.

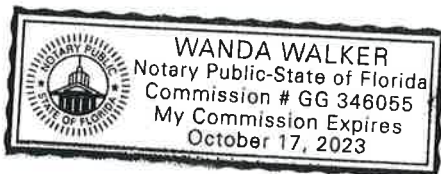


(Signature)

STATE OF Florida  
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 18<sup>th</sup> March, 2021  
by Steven Bresnick, who is personally known by me or  
who has produced \_\_\_\_\_ as identification,  
and who did    / did not ✓ take an oath.

(SEAL)



Wanda Walker, Notary Public  
Serial No. GG 346055  
My commission expires 10-17-2023





## **ORDINANCE 2021-31**

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING AND ABANDONING A PORTION OF THE ROAD RIGHT-OF-WAY OF AN EXISTING CUL-DE-SAC ON PROPERTY LOCATED AT THE NORTHWEST CORNER OF FOREST KNOLL DRIVE AND TREE RIDGE LANE, WITHIN PINEHURST SUBDIVISION, AS RECORDED IN PLAT BOOK 25, PAGE 132, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, E&S and Sons, Inc., has requested the City of Palm Bay, Florida, to vacate a portion of the road right-of-way of an existing cul-de-sac on property located at the northwest corner of Forest Knoll Drive and Tree Ridge Lane, within Pinehurst Subdivision, which portion is legally described herein, and

**WHEREAS**, the vacating and abandonment of said road right-of-way 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 of Palm Bay hereby vacates and abandons a portion of the road right-of-way, being more particularly described herein as Exhibit 'A'.

**SECTION 2.** The vacating of the road right-of-way is subject to compliance with the following conditions:

- a. The applicant shall provide adequate drainage treatment, conveyance, and maintenance of drainage area to adequately maintain roadway and adjacent property drainage conveyance substantially in conformance with the Pinehurst Subdivision drainage plan. Compliance with this requirement shall require the applicant to design a revised drainage system of the lots, receive approval of that design from the City and the St. Johns River Water Management District (if required), construct the

improvements or provide a performance bond for the improvements within one (1) year of the date of approval of this request. The performance bond agreement shall require the applicant to receive a Certificate of Occupancy for the improvements within two (2) years. Public drainage treatment and discharge shall be equal to or better than the existing condition at the time a Certificate of Occupancy is issued for the project.

- b. The applicant shall provide all required improvements, dedication of utility, and drainage easements as required by the Palm Bay Utilities Department and Public Works Department. All easements, plans, and agreements shall be completed within one (1) year of the date of approval of this request.
- c. The applicant shall be solely responsible for the relocation of all existing utilities (Florida Power and Light Company and any other facilities and equipment) located within the road right-of-way proposed for vacation. The relocation of these facilities and equipment must be completed within one (1) year of the date of approval of this request and must receive approval from Florida Power and Light Company. The cost of the relocation, engineering, documentation, surveying, and permitting for the relocation of all utilities shall be the sole responsibility of the applicant.
- d. This ordinance approving the vacating shall be recorded at the expense of the applicant following receipt of all documentation required as a condition of the approval. Failure to meet the conditions within one (1) year from the date of approval for the request shall void the approval for the vacation.
- e. The applicant may, under good cause, request extension of the time frames through formal request to the Office of the City Clerk. The vacation of right-of-way request does not include any interior property easement vacations as they must be handled under a separate application.

**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: \_\_\_\_\_

Applicant: E&S and Sons, Inc.

Case: VRW-1-2021

cc: (date) Brevard County Recording  
Applicant  
Case File

## LEGAL DESCRIPTION

### ROAD RIGHT OF WAY TO BE VACATED (FOREST KNOLL DRIVE)

BEING A PORTION OF PINEHURST SUBDIVISION AS RECORDED IN PLAT BOOK 25, PAGE 132 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 23, BLOCK B OF SAID PINEHURST SUBDIVISION; THENCE RUN N89°42'08"W ALONG THE SOUTH LINES OF LOTS 23 AND 24, BLOCK B, ALSO BEING THE NORTH RIGHT OF WAY OF FOREST KNOLL DRIVE (A 60 FOOT RIGHT OF WAY) A DISTANCE OF 125.92 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING N89°42'08"W ALONG SAID LINE A DISTANCE OF 46.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 44.30 FEET, THROUGH A CENTRAL ANGLE OF 101°32'13" A RADIUS OF 25.00 FEET AND A CHORD BEARING OF N38°56'21"W 38.73 FEET TO THE POINT OF REVERSE CURVE OF A CURVE CONCAVE TO THE LEFT; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 204.52 FEET, THROUGH A CENTRAL ANGLE OF 234°22'13" A RADIUS OF 50.00 FEET AND A CHORD BEARING OF S74°38'39"W 88.95 FEET TO THE POINT OF A REVERSE CURVE CONCAVE TO THE RIGHT AND ARC DISTANCE OF 18.69 FEET THROUGH A CENTRAL ANGLE OF 42°50'00" A RADIUS OF 25.00 FEET, AND A CHORD BEARING OF S21°07'28"E 18.26 FEET; THENCE S00°17'52"W A DISTANCE OF 49.01 FEET TO THE SOUTHEAST CORNER OF LOT 20, BLOCK B; THENCE S89°42'08"E ALONG THE NORTH LINE OF LOT 19, BLOCK B A DISTANCE OF 74.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 39.45 FEET, THROUGH A CENTRAL ANGLE OF 90°24'52", A RADIUS OF 25.00 FEET, A CHORD BEARING OF S44°29'42"E 35.48 FEET; THENCE N00°42'44"E A DISTANCE OF 35.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 78.18 FEET, THROUGH A CENTRAL ANGLE OF 89°35'02", A RADIUS OF 50.00 FEET, A CHORD BEARING OF N45°29'58"E 70.46 TO THE POINT OF BEGINNING

### EASEMENT FOR PUBLIC UTILITIES

AN EASEMENT FOR PUBLIC UTILITIES BEING A PORTION OF THE PLAT OF PINEHURST SUBDIVISION, AS RECORDED IN PLAT BOOK 25, PAGE 132 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 23, BLOCK B OF SAID PINEHURST SUBDIVISION; THENCE N89°42'08"W ALONG THE SOUTH LINE OF SAID LOTS 23 AND 24, BLOCK B A DISTANCE OF 125.92 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°29'13", A RADIUS OF 50.00 FEET AND AN ARC DISTANCE OF 32.71 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE RUN N54°39'05"W A DISTANCE OF 102.98 FEET THENCE N00°08'11"W A DISTANCE OF 53.08 FEET; THENCE N49°26'00"W A DISTANCE OF 54.16 FEET; THENCE N00°27'57"E A DISTANCE OF 83.07 FEET TO THE NORTH LINE OF LOT 22 BLOCK B; THENCE N89°41'46"W ALONG THE NORTH LINE OF LOTS 22 BLOCK B AND LOT 21 BLOCK B A DISTANCE OF 20.00 FEET; THENCE S00°27'57"W A DISTANCE OF 92.31 FEET; THENCE S49°26'00"E A DISTANCE OF 54.28 FEET; THENCE S00°08'11"E A DISTANCE OF 123.37 FEET; THENCE S44°27'45"E A DISTANCE OF 41.12 FEET TO THE NORTH LINE OF LOT 19 BLOCK B; THENCE S89°42'13"E ALONG THE NORTH LINE A DISTANCE OF 29.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT; THENCE ALONG SAID CURVE AND ARC DISTANCE OF 39.45 FEET THROUGH A CENTRAL ANGLE OF 90°24'52", A RADIUS OF 25.00 FEET THENCE N00°42'44"E A DISTANCE OF 35.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT; THENCE ALONG SAID CURVE AND ARC DISTANCE OF 2.69 FEET, THROUGH A CENTRAL ANGLE OF 03°05'05" A RADIUS OF 50.00 FEET; THENCE N89°40'03"W A DISTANCE OF 40.08 FEET; THENCE N44°27'45"W, A DISTANCE OF 34.38 FEET, N00°08'11"W A DISTANCE OF 46.77 FEET; THENCE S54°39'05"E A DISTANCE OF 86.67 FEET TO A POINT ON A CURVE CONCAVE TO THE RIGHT; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 20.24 FEET, THROUGH A CENTRAL ANGLE OF 23°11'49", A RADIUS OF 50.00 FEET TO THE POINT OF BEGINNING AND THE END OF THIS EASEMENT.



## LEGISLATIVE MEMORANDUM

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

**FROM: Suzanne Sherman, City Manager**

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

**DATE: 5/20/2021**

**RE: Consideration of a CARES Act Substantial Amendment to the Fiscal Year 2019-2020 Annual Action Plan, first hearing.**

The City received official notification by the U.S. Department of Housing & Urban Development (HUD) dated September 9, 2020 of allocations through the Coronavirus, Aid, Relief and Economic Security Act (CARES Act) in the amount of \$491,218 in Community Development Block Grant – Coronavirus 3rd Tranche (CDBG-CV3) funds.

On November 19, 2020, City Council held a public hearing and approved the second CARES Act (Substantial) Amendment to the Fiscal Year (FY) 2019-2020 Annual Action Plan allocating funds for Public Services, Special Economic Development and/or Affordable Housing activities that prevent, prepare for, and respond to coronavirus as required by HUD. This is the third Substantial Amendment to the FY 2019-2020 Annual Action Plan to allocate the same CDBG-CV3 funding to eligible activities as awarded by the City's Community Development Advisory Board (CDAB) at two separate meetings held on March 17, 2021 and April 21, 2021.

On February 8, 2021, the City published the first Request for Applications/Proposals to solicit CDBG-CV funding requests from non-profit 501(c)3 agencies for HUD-eligible public services and activities. The Requests for Applications/Proposals closed on Monday, March 1, 2021 with a total of eight (8) applications, of which six (6) applications requesting funding to provide public services, one (1) for affordable housing and one (1) for special economic development. All applications were reviewed by staff for completeness and eligibility. Staff determined that only five (5) applications were complete and eligible, one (1) application was incomplete, one (1) application for public services was withdrawn by the applicant, and one (1) application for public services was submitted after the published deadline. The Community Development Advisory Board (CDAB) heard presentations at the March 17, 2021 meeting and recommended four (4) entities for funding.

On March 26, 2021, the City published a second Request for Applications/Proposals to solicit CDBG-CV3 funding requests from non-profit 501(c)3 agencies for HUD-eligible public services and activities for the remaining balance (\$77,629.20) of CDBG-CV3 funds. The City received six (6) applications, of which four (4) applications requesting funding to provide public services, one (1) application under affordable housing and one (1) under special economic development. Staff determined that all six (6) applications were deemed complete and eligible. CDAB heard presentations at the April 21, 2021 meeting and recommended three (3) entities for funding.



The Community Development Advisory Board recommended approval of CDBG-CV3 funding for the following seven (7) entities (four (4) from the March 17, 2021 CDAB meeting and three (3) from the April 21, 2021 CDAB meeting) in no particular order: Aging Matters in Brevard (\$20,000), St. Joseph's Church - Society of St. Vincent de Paul (\$20,000), Catholic Charities of Central Florida (\$104,841), Florida Institute of Technology (\$170,504.20), Evans Center (\$20,000), Helps Community Initiatives (\$35,000), and South Brevard Sharing Center (\$22,629.20). This distribution will provide \$95,000 for public services, \$127,470.20 for affordable housing and \$170,504.20 for special economic development, with the remaining \$98,243.60 (20 percent of grant allocation) allocated to Planning & Administration activities related to administering the grant program. This is the first Public Hearing.

**REQUESTING DEPARTMENT:**

Community & Economic Development

**FISCAL IMPACT:**

The CDBG-CV3 funding allocation of \$491,218 is unrealized grant revenue to CDBG-CV Fund 126. This is a reimbursement grant to the awardees. Upon request for payment, staff will review and, upon approval, issue payment to the vendor (making the account negative) and subsequently process a drawdown request in HUD's IDIS online system to requesting funds be reimbursed to the City.

**RECOMMENDATION:**

Motion to approve the CARES Act Substantial Amendment to the FY 2019-2020 Annual Action Plan allocating a total of \$491,218 in CDBG-CV3 funds to eligible programs and activities.

**ATTACHMENTS:**

**Description**

**Public Notice for CARES Act Amendment to FY 2019-2020 Annual Action Plan  
Project Summary**

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

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

On March 16, 2020, President Trump created the Coronavirus Aid, Relief and Economic Security Act (CARES Act). The City of Palm Bay was officially notified by the U.S. Department of Housing & Urban Development (HUD) of its initial CDBG-CV allocation of \$458,099. The City of Palm Bay publicly noticed the Substantial Amendment for the initial CDBG-CV allocation on May 13, 2020 and it was approved by Palm Bay City Council on May 21, 2020.

On September 9, 2020, The City of Palm Bay was further notified by HUD of an additional allocation in the amount of \$491,218 in Community Development Block Grant – Coronavirus 3<sup>rd</sup> Tranche (CDBG-CV3) funds. This substantial amendment allocates CDBG-CV3 funds to eligible activities that prevent, prepare for and respond to coronavirus (COVID-19). On April 9, 2020, HUD released a Summary of CARES Act Provisions for Coronavirus Response with CDBG-CV3 and CDBG Grants which includes the elimination of the 15 percent cap on the amount of grant funds for eligible Public Service activities related to the prevention, preparation for and response to COVID-19.

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

**AMENDMENT NO. 1 – FUNDING INCREASE (CDBG-CV)**

Original Budget:	\$458,099.00
Budget Increase:	\$491,218.00
Total Amended Budget:	\$949,317.00

**AMENDMENT NO. 2 – NEW ACTIVITY**

Activity Name: CV – Special Economic Development

**AMENDMENT NO. 3 – FUNDING INCREASE**

Activity Name: CV – Planning and Administration

Original Budget:	\$91,619.80
Budget Increase:	\$98,243.60
New Budget:	\$189,863.40

AMENDMENT NO. 4 – FUNDING INCREASE

Activity Name: CV – Public Services

Original Budget:	\$305,111.00
Budget Increase:	\$95,000.00
New Budget:	\$400,111.00

AMENDMENT NO. 5 – FUNDING INCREASE

Activity Name: CV – Affordable Housing

Original Budget:	\$61,368.20
Budget Increase:	\$127,470.20
New Budget:	\$188,838.40

AMENDMENT NO. 6 – Allocation of Funds to Special Economic Development Activities related to COVID-19

Activity Name: CV – Special Economic Development

Original Budget:	\$0.00
Budget Increase:	\$170,504.20
New Budget:	\$170,504.20

The City of Palm Bay will hold a Public Hearing to review this change and to receive public comments at the regularly scheduled City Council Meeting to be held on Thursday, May 20, 2021 at 7:00 PM in Council Chambers, Palm Bay City Hall, 120 Malabar Road SE, Palm Bay, Florida 32907.

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

Interested persons are encouraged to provide written comment to:

Sandra Urban, Housing Administrator

City of Palm Bay

120 Malabar Road SE, Palm Bay, FL 32907

[sandra.urban@palmbayflorida.org](mailto:sandra.urban@palmbayflorida.org)

All comments received by May 19, 2021 will be considered. City Council will take action on the proposed CDBG Substantial Amendment at its meeting scheduled for Thursday, May 20, 2021 at 7:00 PM in City Council Chambers, Palm Bay City Hall, 120 Malabar Road SE, Palm Bay, FL 32907.

## **Aging Matters in Brevard**

**Request:** \$20,000.00

### **Summary of Program:**

Aging Matters in Brevard seeks funding for home delivery of nutrition for senior over 65 years of age.

### **Number of Persons/Households to be served:**

Aging Matters in Brevard intends to serve 35 seniors in Palm Bay. The cost per participant is \$577.50 for a total of \$20,000.00.

### **Leveraging (how much additional funding is being dedicated to this project):**

Aging Matters in Brevard reports leverage from federal funding from the Older Americans Act of the Department of Health and Human Services and that the local match for that funding comes from the United Way of Brevard and the Brevard County General Fund.

### **HUD CDBG National Objective:**

- Benefit low- and moderate-income persons (incomes below 80% median income)
- Urgent Need

### **How this application proposes to prepare, respond, and/or prevent COVID-19:**

This program responds to COVID-19 by providing frozen meals for seniors who have limited access to nutritious meals due to stay at home orders and limited access to grocery food.

### **Staff Comments:**

This is an existing program that will be expanded to serve additional senior and their families in Palm Bay. Further, Aging Matters was awarded \$20,000.00 in CDBG-CV1 funding for the same program.

### **Staff Recommendation:**

Staff recommends that this agency be considered for funding, so long as the CDBG-CC3 funding is for an increased level of service from its CDBG-CC funding award.

## **St. Joseph Church – St. Vincent de Paul Society**

**Request:** \$20,000.00

### **Summary of Program:**

St. Joseph Church – St. Vincent de Paul Society seeks funding for its food assistance program for residents in Palm Bay.

### **Number of Persons/Households to be served:**

St. Joseph Church – St. Vincent de Paul Society intends to serve 70 households in Palm Bay. The cost per participant is not indicated in the application.

### **Leveraging (how much additional funding is being dedicated to this project):**

St. Joseph Church – St. Vincent de Paul Society reports that they will spend about \$36,245 of their own funds to match the grant funds.

### **HUD CDBG National Objective:**

- Benefit low- and moderate-income persons (incomes below 80% median income)
- Urgent Need

### **How this application proposes to prepare, respond, and/or prevent COVID-19:**

This program responds to COVID-19 by providing food assistance to households that have been negatively impacted by COVID-19.

### **Staff Comments:**

This is an existing program that will be serve households in Palm Bay. The agency did not submit the required Affidavit listed in the application; however, the agency did have one-on-one technical assistance with staff.

### **Staff Recommendation:**

Staff recommends that this agency be considered for funding.

## **Catholic Charities of Central Florida, Inc.**

**Request:** \$104,841

### **Summary of Program:**

Catholic Charities of Central Florida, Inc. seeks funding for rental and mortgage assistance due to COVID-19.

### **Number of Persons/Households to be served:**

Catholic Charities of Central Florida, Inc. intends to serve 30 households in Palm Bay. The cost per participant is \$3,177 for a total of \$104,841.

### **Leveraging (how much additional funding is being dedicated to this project):**

Catholic Charities of Central Florida, Inc. reports that the Diocese of Orlando has agreed to provide funding for an additional case manager to support the distribution of these funds.

### **HUD CDBG National Objective:**

- Benefit low- and moderate-income persons (incomes below 80% median income)
- Urgent Need

### **How this application proposes to prepare, respond, and/or prevent COVID-19:**

This program responds to COVID-19 by providing financial assistance to those residents affected by COVID-19.

### **Staff Comments:**

This is a new program that will be serve households in Palm Bay. However, Brevard County recently received about \$18 million to administer a federal rental emergency assistance program. Agency should ensure that there is no duplication of benefits.

### **Staff Recommendation:**

Staff recommends that this agency be considered for funding.



## **Florida Institute of Technology**

**Request:** \$107,504.20

### **Summary of Program:**

Florida Institute of Technology seeks funding to provide technical assistance to businesses to recover from COVID-19, through its weVENTURE program.

### **Number of Persons/Households to be served:**

Florida Institute of Technology intends to serve 112 businesses in Palm Bay. The cost per participant is \$1,522.36 for a total of \$107,504.20.

### **Leveraging (how much additional funding is being dedicated to this project):**

Florida Institute of Technology reports that they have an opportunity to leverage these funds against the CORE SBA Women's Business Center Grant.

### **HUD CDBG National Objective:**

- Urgent Need

### **How this application proposes to prepare, respond, and/or prevent COVID-19:**

This program responds to COVID-19 by providing technical assistance to businesses that have been negatively impacted by COVID-19.

### **Staff Comments:**

This is a new program that will be serve businesses in Palm Bay that have been negatively impacted by COVID-19.

### **Staff Recommendation:**

Staff recommends that this agency be considered for funding.

**Evans Center, Inc.**

**Request:** \$55,900.00 (*CDAB approved \$20,000*)

**Summary of Program:**

Evans Center, Inc. seeks funding for job retention and job training for employees and cleaning supplies.

**Number of Persons/Households to be served:**

Evans Center, Inc. intends to serve 5 employees. The cost per participant is \$11,180 for a total of \$55,900.00.

**Leveraging (how much additional funding is being dedicated to this project):**

Evans Center, Inc. reports leverage from \$182,027 from customer revenue and \$133,557 in private (grants, individuals, corporations) donations.

**HUD CDBG National Objective:**

- Benefit low- and moderate-income persons (incomes below 80% median income)

**How this application proposes to prepare, respond, and/or prevent COVID-19:**

This program responds to COVID-19 by providing job retention and job training for employees who might otherwise lose their jobs without CDBG-CV3 fund and by purchasing cleaning supplies for sanitation for its market.

**Staff Comments:**

This appears to be a new program for existing services provided by Evans Center, Inc. Proper documentation will be required per HUD to document that in the absence of CDBG-CV3 assistance, the jobs would be lost.

**Staff Recommendation:**

Staff recommends that this agency be considered for funding.

## **Helps Community Initiative, Inc.**

**Request:** \$35,000.00

### **Summary of Program:**

Helps Community Initiatives, Inc. seeks \$35,000 in funding for program materials and supplies for their Housing First – Emergency Shelter Information, Assistance, and Referral Support program.

### **Number of Persons/Households to be served:**

Helps Community Initiative, Inc. intends to serve 20 residents in Palm Bay. The cost per participant is \$1,750.00 for a total of \$35,000.00.

### **Leveraging (how much additional funding is being dedicated to this project):**

Helps Community Initiatives, Inc. reports in-kind donations for operational costs including rent for the building effective January 1, 2021 and reports that Truth Revealed has seeded the agency \$10,000 donation to assist with operational and start-up costs.

### **HUD CDBG National Objective:**

- Benefit low- and moderate-income persons (incomes below 80% median income)

### **How this application proposes to prepare, respond, and/or prevent COVID-19:**

This program responds to COVID-19 by providing temporary housing assistance and transportation to help individuals experiencing homelessness, who are considered a vulnerable population and affected by COVID-19.

### **Staff Comments:**

As the agency is new, it is noted that the agency needs to ensure that proper documentation and record keeping is conducted to show how the use of CDBG-CV funding is directly tied to COVID-19 and persons served are income eligible Palm Bay residents.

### **Staff Recommendation:**

Staff recommends that this agency be considered for funding.

## **South Brevard Sharing Center, Inc.**

**Request:**       \$77,629.20 (*CDAB approved \$22,629.20*)

### **Summary of Program:**

South Brevard Sharing Center, Inc. seeks funding for a bridge housing program.

### **Number of Persons/Households to be served:**

South Brevard Sharing Center, Inc. intends to serve at least 10 households in Palm Bay. The cost per participant is \$7,762.92 for a total of \$77,629.20.

### **Leveraging (how much additional funding is being dedicated to this project):**

South Brevard Sharing Center, Inc. reports various leveraging through salary, rental assistance, utilities, prescription copays, food, transportation, and records acquisition.

### **HUD CDBG National Objective:**

- Benefit low- and moderate-income persons (incomes below 80% median income)

### **How this application proposes to prepare, respond, and/or prevent COVID-19:**

This program responds to COVID-19 by providing temporary housing assistance, outreach and case management, and permanent homelessness relocation to help individuals experiencing homelessness, who are considered a vulnerable population and affected by COVID-19.

### **Staff Comments:**

This is a new program that provides housing services to a vulnerable population negatively affected by COVID-19.

### **Staff Recommendation:**

Staff recommends that this agency be considered for funding.



## **LEGISLATIVE MEMORANDUM**

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

**FROM:** Terese Jones, City Clerk

**DATE:** 5/20/2021

**RE:** Committee/Council Reports

**Committee Reports:**

Space Coast Transportation Planning Organization  
Space Coast League of Cities  
Tourist Development Council

**Council Reports**

**REQUESTING DEPARTMENT:**

Legislative



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**DATE:** 5/20/2021

**RE:** Consideration of membership in Sister Cities International (\$1,030 annually). (Councilman Foster)

Following a request by Councilman Foster, staff began looking into the concept of joining a Sister Cities program. The organization Sister Cities International facilitates pairing cities around the world for economic, cultural and educational opportunities. Sister Cities programs are managed in a variety of ways, including through local community groups or under the umbrella of the municipality. They also offer its members resources to connect globally including logistics, protocol, networking and some grant opportunities.

Joining the Sister Cities International network is a commitment to promoting peace, respect and mutual understanding across borders. Sister Cities relationships enable communities to realize and strengthen cultural and historical bonds, increase youth education opportunities, develop diverse economies, and collaboratively tackle emerging issues.

The City Manager's Office is recommending the City become a member of Sister Cities International, with an annual membership rate of \$1,030.

### **REQUESTING DEPARTMENT:**

City Manager's Office

### **FISCAL IMPACT:**

The annual membership rate, based on the City's population count, will be \$1,030 to be paid out of 001-1210-512-5401. As the program evolves, staff may request consideration of additional investments in the program as may be appropriate from time-to-time.

### **RECOMMENDATION:**

Motion to authorize the City to become a member of Sister Cities International.

### **ATTACHMENTS:**

**Description**

**Membership Dues**





SisterCities  
INTERNATIONAL

Connect globally. Thrive locally.

(<https://sistercities.org>)

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# Become a Member

Joining the Sister Cities International network is a commitment to promoting peace, respect and mutual understanding across borders. Sister city relationships enable communities to realize and strengthen cultural and historical bonds, increase youth education opportunities, develop diverse economies, and collaboratively tackle emerging issues. Our relationships foster thriving, globally competitive communities.

If your community is interested in becoming part of a network of nearly 500 member communities, 1800 partnerships, and tens of thousands of citizen diplomats, please fill out the appropriate application below.

## U.S. MEMBER APPLICATION

Community Population	Annual Cost	
Under 5,000	\$190	<a href="https://sistercities.org/membership-account/membership-checkout/?level=1">Apply Now (https://sistercities.org/membership-account/membership-checkout/?level=1)</a>
5,000-10,000	\$310	<a href="https://sistercities.org/membership-account/membership-checkout/?level=2">Apply Now (https://sistercities.org/membership-account/membership-checkout/?level=2)</a>
10,000-25,000	\$440	<a href="https://sistercities.org/membership-account/membership-checkout/?level=3">Apply Now (https://sistercities.org/membership-account/membership-checkout/?level=3)</a>
25,000-50,000	\$610	<a href="https://sistercities.org/membership-account/membership-checkout/?level=4">Apply Now (https://sistercities.org/membership-account/membership-checkout/?level=4)</a>

### MEMBER SERVICES

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Community Population	Annual Cost	
50,000-100,000	\$810	Apply Now ( <a href="https://sistercities.org/membership-account/membership-checkout/?level=5">https://sistercities.org/membership-account/membership-checkout/?level=5</a> )
100,000-300,000	\$1,030	Apply Now ( <a href="https://sistercities.org/membership-account/membership-checkout/?level=6">https://sistercities.org/membership-account/membership-checkout/?level=6</a> )
300,000-500,000	\$1,380	Apply Now ( <a href="https://sistercities.org/membership-account/membership-checkout/?level=7">https://sistercities.org/membership-account/membership-checkout/?level=7</a> )
500,000-1,000,000	\$1,910	Apply Now ( <a href="https://sistercities.org/membership-account/membership-checkout/?level=8">https://sistercities.org/membership-account/membership-checkout/?level=8</a> )
1,000,000 and above	\$2,280	Apply Now ( <a href="https://sistercities.org/membership-account/membership-checkout/?level=9">https://sistercities.org/membership-account/membership-checkout/?level=9</a> )

## GLOBAL MEMBER APPLICATION

Community Population	Annual Cost	
Under 100,000	\$750	Apply Now ( <a href="https://sistercities.org/membership-account/membership-checkout/?level=10">https://sistercities.org/membership-account/membership-checkout/?level=10</a> )
100,000-500,000	\$1,750	Apply Now ( <a href="https://sistercities.org/membership-account/membership-checkout/?level=11">https://sistercities.org/membership-account/membership-checkout/?level=11</a> )
Above 500,000	\$2,500	Apply Now ( <a href="https://sistercities.org/membership-account/membership-checkout/?level=12">https://sistercities.org/membership-account/membership-checkout/?level=12</a> )

## ADDITIONAL INFORMATION

- > [Dues and Eligibility \(/dueseligibility/\)](/dueseligibility/)
- > [Member Services \(/member-services/\)](/member-services/)
- > [Resources and Discounts \(/resources-and-discounts/\)](/resources-and-discounts/)
- > [Events \(/all-events/\)](/all-events/)

*Sister Cities International knows how to create and foster environments where relationships take seed and grow, in what's maybe the most fertile soil of oil: curiosity about discovering the familiar in the unfamiliar.*

-Masashi Oka, Executive Chairman, MUFG Americas Holdings





## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

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

**DATE:** 5/20/2021

**RE:** Consideration of purchase offers for three (3) parcels known as Pelican Harbor Marina.

**AGENDA REVISION (as of May 17, 2021):**

***"The City and CRA received two (2) purchase offers on the Pelican Harbor Marina parcels (tax accounts 2832794, 2832801 and 2832800) from developers, Adelon Real Estate Manager, LLC and Space Coast Marinas. At the Special Meeting of the Bayfront CRA scheduled on May 17, the CRA Board voted to accept the purchase offer of \$1.9 million from Space Coast Marinas.***

***During the Board's discussion, Space Coast Marinas verbally agreed to match the \$1.9 million purchase offer provided by Adelon Real Estate Manager. Attached is the revised purchase offer to reflect the verbal commitment. The offer provides a \$100,000 deposit with an additional \$200,000 within three (3) days after completion of the Due Diligence Period of 60 days from the Effective Date and a Closing Date of August 1, 2021."***

Space Coast Marinas has proposed to construct a marina, dry dock boat storage and service facility, boat launch and wash service, boat club, ship store, tiki bar with an outdoor entertainment venue, restaurant and retail amenities to include a valet service. The Seller and Buyer have presented the following additional terms of note: sale is contingent upon approval of Conditional Use Permit for marina use; the City shall seek City Council approval to vacate approximately 11,197 SF of right-of-way along Maplewood Street NE; and Buyer agrees to construct and maintain a pedestrian boardwalk with public access through a City easement in perpetuity. Space Coast Marinas anticipates the capital investment to be \$10-12 million with approximately 302 full-time equivalent jobs. It is important to note that Space Coast Marinas anticipates retaining Paddling Paradise on site as well as recently purchased 4200 Dixie Highway NE for future valet parking and has under contract the bait and tackle shop at 4210 Dixie Highway NE, holding a mortgage lien on the property.

ADELON Capital has submit an offer, under the legal entity Adelon Real Estate Manager, LLC, of \$1.9 million to develop a mixed-use multi-family residential, hotel, restaurant, and retail project. The offer provides for an initial deposit of \$125,000 within three (3) days of the Effective Date and an additional \$200,000 deposit within three (3) days after the expiration of the Due Diligence Period. The contract provides a Due Diligence Period of 120 days from the Effective Date and a Closing Date as stipulated in Additional Terms. The Seller and Buyer have presented the following additional terms of note: During the Due Diligence Period, the Buyer shall apply for rezoning and shall be entitled to request an extension of the Due Diligence Period for two (2) periods of 30 days each; and the Closing shall occur on or before the date that is 30 days following the expiration of the Due Diligence Period. Adelon anticipates the capital investment to be \$63.5 million with an estimated 40 full-time

equivalent jobs (multi-family 15; hotel 25) not including restaurant or retail. It is important to note that staff strongly believes that the Buyer will be required to acquire additional land surrounding the site to fully realize this development concept.

On May 2, 2021, the City received an updated appraisal from W. H. Benson providing for an appraised value of \$2.2 million for all three parcels, approximately \$203,000 (8.5 percent) less than the 2019 appraised value. The City's commercial broker, Redevelopment Management Associates LLC (RMA), provided an updated Broker Price Opinion (BPO) on March 8, 2021. The BPO uses the sales comparison approach and estimates that the three parcels in total are valued at \$2.3 million "as-is".

On October 3, 2019, the City entered into a Submerged Lands Lease Agreement with the State of Florida for use of approximately 25,079 square feet or 0.576 acres of submerged lands located at 4220 Dixie Highway NE. The City pays an annual lease fee of \$4,432.79 to the State, which allows the City to retain its improved property containing docks and 57 boat slips.

**REQUESTING DEPARTMENT:**

Community & Economic Development

**FISCAL IMPACT:**

The purchase contract includes the sale of three parcels, two (2) of which are owned solely by the Bayfront CRA (tax accounts 2832800 and 2832801). Tax account 2832794 is jointly owned by the City and CRA. Per the Interlocal Agreement between the City and Bayfront CRA dated May 24, 2011, the City has conveyed to the CRA a 38 percent ownership interest. The City retains the 62 percent ownership interest in tax account 2832794.

The total appraisal value for the land as assembled assumes that approximately 65.9 percent is derived from tax account 2832794, with the remaining two parcels valued as follows: tax account 2832800 (31.3 percent) and tax account 2832801 (3 percent).

Upon closing of the sale, the City and CRA are entitled to the percentage of proceeds as outlined above, which will result in revenue to General Fund account 001-0000-388-1001 Sales Proceeds and Bayfront Redevelopment Trust Fund account 181-0000-369-1016 Proceeds from Property Sales. The proceeds to the City and CRA will be the remaining balance after the broker's commission and closing costs. The sales commission due to the broker is five percent (5%) of the gross sale price.

**RECOMMENDATION:**

Motion to accept the recommendation of the Bayfront CRA and authorize the City Manager to execute the purchase contract with Space Coast Marinas, LLC.

**ATTACHMENTS:**

**Description**

Appraisal Pelican Harbor Marina

Space Coast Marinas Purchase Contract

Adelon Real Estate Manager Purchase Contract

ILA City and CRA (Koske Pond/Pelican Harbor)

AN APPRAISAL OF THE  
PELICAN HARBOR MARINA  
& EXCESS LAND  
LOCATED AT  
4220 DIXIE HIGHWAY NE  
& 2920 POSPISIL AVENUE NE  
& 2931 POSPISIL AVENUE NE,  
PALM BAY FL 32905

WHB FILE #15035

**w.h. benson & company**  
**real estate valuation & consulting**  
**licensed real estate broker**

---

4780 Dairy Road, Unit # 103  
Melbourne, Florida 32904  
Te: (321) 984-0999  
Fax: (321) 984-9796

April 30, 2021

File #15035

Ms. Joan Junkala-Brown  
Deputy City Manager  
City of Palm Bay  
120 Malabar Road  
Palm Bay, Florida 32907

Subject: AN APPRAISAL OF THE PELICAN HARBOR MARINA & EXCESS LAND LOCATED AT  
4220 DIXIE HIGHWAY NE & 2920 POSPISIL AVENUE NE & 2931 POSPISIL  
AVENUE NE, PALM BAY FL 32905

Dear Ms. Junkala:

In accordance with your request, the undersigned have made appraisals of the above-referenced properties for the purpose of estimating the market values. The appraisals address the fee simple interest in the real property, free and clear of encumbrances. We previously appraised these properties in August 2016 and November 2019 for the City of Palm Bay.

The undersigned have conducted a careful investigation of the subject properties and all factors that influence their values. After thorough consideration, it is the opinion of the undersigned that the market values of the properties, as of April 27, 2021, is well represented as indicated on the Certificates of Appraisal, subject to the conditions, extraordinary assumptions and scope of work addressed in this report.

It should also be noted that this report conforms with the current Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Standards Board. The appraisal also conforms to the Standards of Professional Appraisal Practice and the requirements of the Code of Professional Ethics of the Appraisal Institute and the Requirements for State Certified Appraisers of the State of Florida. This appraisal also conforms to FIRREA.

This report summarizes the substance of the process by which we reached the estimates and includes summaries of the supporting data, analyses and conclusions upon which the value estimates are based.

Sincerely,



---

Michael Morin  
Cert Gen #RZ3281



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William H. Benson, MAI, CCIM  
Cert Gen #RZ1027

---

William H. Benson, MAI, CCIM, President



## **CERTIFICATION OF APPRAISAL**

This appraisal report contains 65 pages, plus attachments. The undersigned certify that to the best of the undersigned's knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are the personal, impartial, unbiased, professional analyses, opinions and conclusions of the undersigned.
3. The undersigned have no present or prospective interest in the property that is the subject of this report and no personal interest or bias in respect to the parties involved.
4. The undersigned have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The engagement of the undersigned in this assignment was not contingent upon developing or reporting predetermined results.
6. The compensation of the undersigned is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The analyses, opinions and conclusions of the undersigned were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, and conforms with FIRREA, and with the Requirements for State Certified Appraisers of the State of Florida.
8. No one provided significant real property appraisal assistance to the undersigned.
9. This report and its use is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives, and to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.
10. William H. Benson, MAI and Michael Morin have the knowledge and experience on the type of property appraised to meet the USPAP Competency Provision.
11. As of the date of this report, William H. Benson, MAI, CCIM has completed the requirements of the Continuing Education Program of the Appraisal Institute.
12. The undersigned made personal inspection of the property that is the subject of this report, unless specifically acknowledged to the contrary.

13. The undersigned completed prior real estate appraisals for the subject properties in August 2016 and November 2019 for the City of Palm Bay.

The undersigned do hereby certify that, after request for valuation by:

Ms. Joan Junkala-Brown  
Deputy City Manager  
City of Palm Bay  
120 Malabar Road  
Palm Bay, Florida 32907

that the undersigned have completed appraisals of the properties described in this report, WHB File #15035, and our opinion of the market value of the fee simple interest in the subject properties, as of April 27, 2021, subject to the attached limiting conditions, was:

PARCEL 1 - MARINA:

**ONE MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS**  
**\$1,450,000**

PARCEL 2 – EXCESS LAND:

**SIX HUNDRED NINETY THOUSAND DOLLARS**  
**\$690,000**

PARCEL 3 – EXCESS LAND:

**SEVENTY THOUSAND DOLLARS**  
**\$70,000**

AS COMBINED:

**TWO MILLION TWO HUNDRED THOUSAND DOLLARS**  
**\$2,200,000**

Sincerely,



Michael Morin  
Cert Gen #RZ3281



William H. Benson, MAI, CCIM  
Cert Gen #RZ1027

DATE PREPARED: April 30, 2021  
FILE #15035

## **SUMMARY OF SALIENT FACTS & FINAL STATEMENT OF VALUE**

SUBJECT:	Pelican Harbor Marina & Excess Land			
LOCATION:	Parcel 1	Parcel 2	Parcel 3	
	4220 Dixie Hwy NE Palm Bay, Florida 32905	2920 Pospisil Ave	2932 Pospisil Ave	
OWNER OF RECORD:	Parcel 1	Parcel 2 & 3		
	City of Palm Bay	Bayfront Community Redevelopment Agency		
PARCEL NUMBER(S)	Parcel 1	28-37-24-27-2-1		
	Parcel 2	28-37-24-27-2-8		
	Parcel 3	28-37-24-27-2-8.01		
LAND SIZE:	Parcel 1	Parcel 2	Parcel 3	As Combined
	Marina	Excess Land	Excess Land	
Gross Acres (Fee)	3.403 Acres	2.30 Acres	0.24 Acres	5.943 Acres
Upland Acres	2.554 Acres	2.30 Acres	0.24 Acres	5.094 Acres
Fee Submerged Land	0.273 Acres	NA	NA	0.273 Acres
Submerged Lease	0.576 Acres	NA	NA	0.576 Acres
BUILDING SIZE(S):	1,600 SF			
ZONING:	Bayfront Mixed Use Village (BMUV)			
FUTURE LAND USE:	Bayfront Mixed Use Village (BMUV)			
DESCRIPTION AS COMBINED:	The location of the three subject parcels is on the west side of US Highway 1 (Dixie Highway), on the south side of Pospisil Avenue and north side of Turkey Creek. The acreage of the individual parcels and as combined was previously tabulated. The 3 subject parcels, as combined, have 156 feet of US 1 frontage and 684 feet of shoreline on the east boundary with 458.55 feet on Pospisil Avenue and 684.67 feet of frontage on the open water of Turkey Creek, and 559.87 feet on the west boundary (FEC Railroad).			
DESCRIPTION PARCEL 1	Parcel 1 has 156 feet of accessible US Hwy 1 frontage and 208.74 feet of Pospisil Avenue frontage with 191.56 feet of open water (Turkey Creek) frontage and 684.88 feet of native shoreline adjacent to docks along the US Highway 1 frontage.			
DESCRIPTION PARCEL 2:	Parcel 2 has approximately 179.81 feet on Pospisil Ave, approximately 493 feet meandering on Turkey Creek, 225.71 feet on the east boundary (Parcel 1), and 559.87 (usable) feet on west boundary (FEC RR).			
DESCRIPTION PARCEL 3:	Parcel 3 is a 0.24 acre "cut out" of Parcel 2 with 70 feet of frontage on Pospisil Avenue and 150 feet of depth. There is no waterfrontage. Parcel 3 is best represented in the context of assemblage with Parcel 2.			

**IMPROVEMENTS:**

Parcel 1 is improved marina with a 1,600 square foot building used for offices and open area with two restrooms. There are also two 400 SF gazebos. There are two 6 foot wide docks (A & B), a wood deck walkway at the base of the docks and a shoreline with bulkhead. Dock A is 419.32 feet in length and Dock B estimated at 255.63 feet. The base dock is 115.50 feet for a total estimated at 4,743 SF of dock. The bulkhead is estimated at 191.56 linear feet along the shoreline west of the docks and 115.50 feet at the base of the docks. The marina includes 56 improved slips with 28 electric and water distribution points with storage lockers. Free standing signage, fencing and limited pavement are also included. The subject marina has municipal water and electric service with access to sewer service. Sewer service is currently provided by septic system.

**HIGHEST AND BEST USE**

As Vacant: Commercial Waterfront Development

As Improved: Marina and Excess Land

DATE OF VALUE: April 27, 2021

**INTEREST APPRAISED:**

Fee Simple

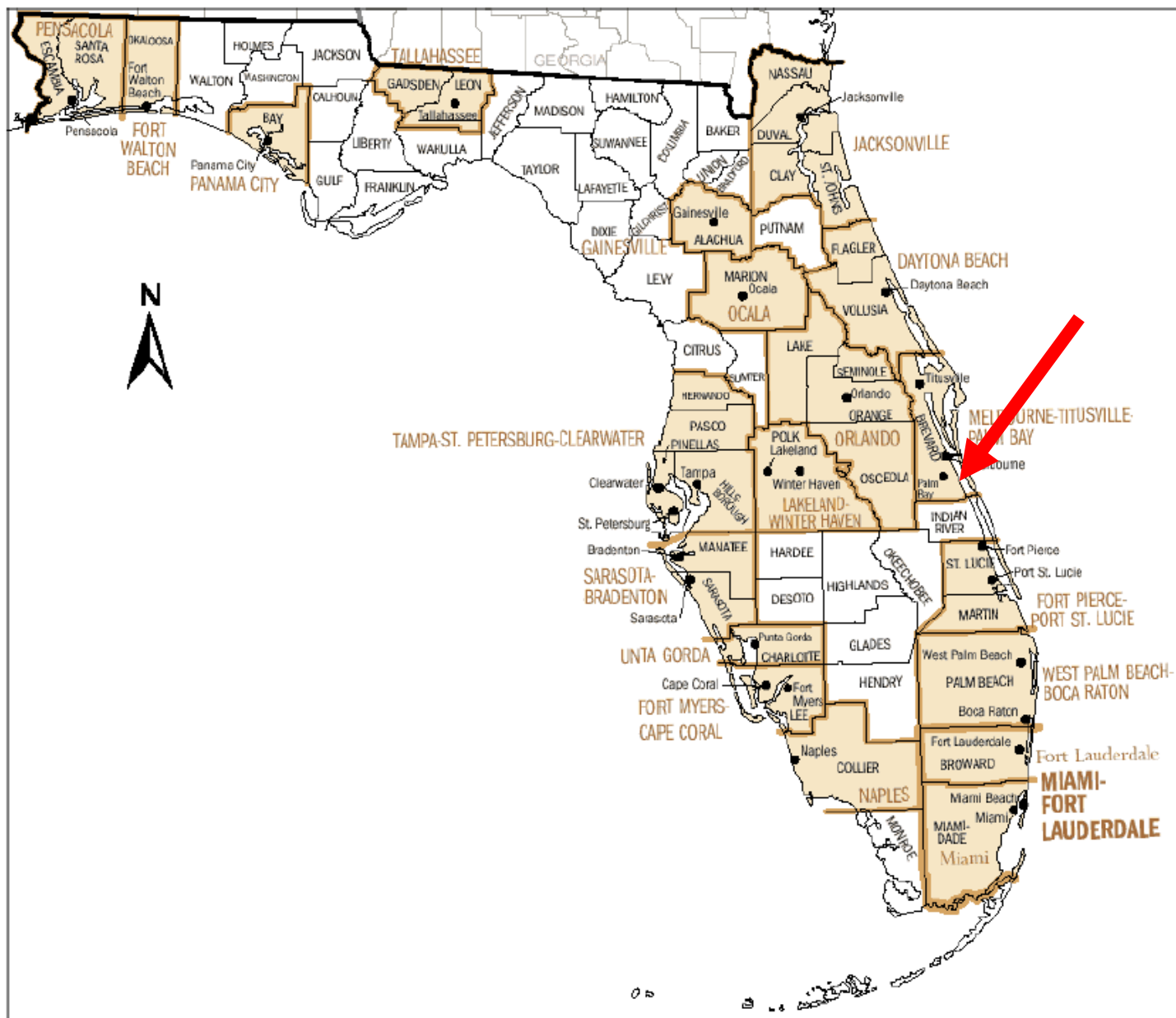
**VALUE INDICATIONS:**

	PARCEL 1	PARCEL 2	PARCEL 3	AS COMBINED
Cost Approach	\$1,550,000	NA	NA	NA
Income Approach	NA	NA	NA	NA
Market Approach	\$1,344,000	\$690,000	\$70,000	NA
ESTIMATE OF VALUE	\$1,450,000	\$690,000	\$70,000	\$2,210,000

WHB FILE NUMBER: 15035

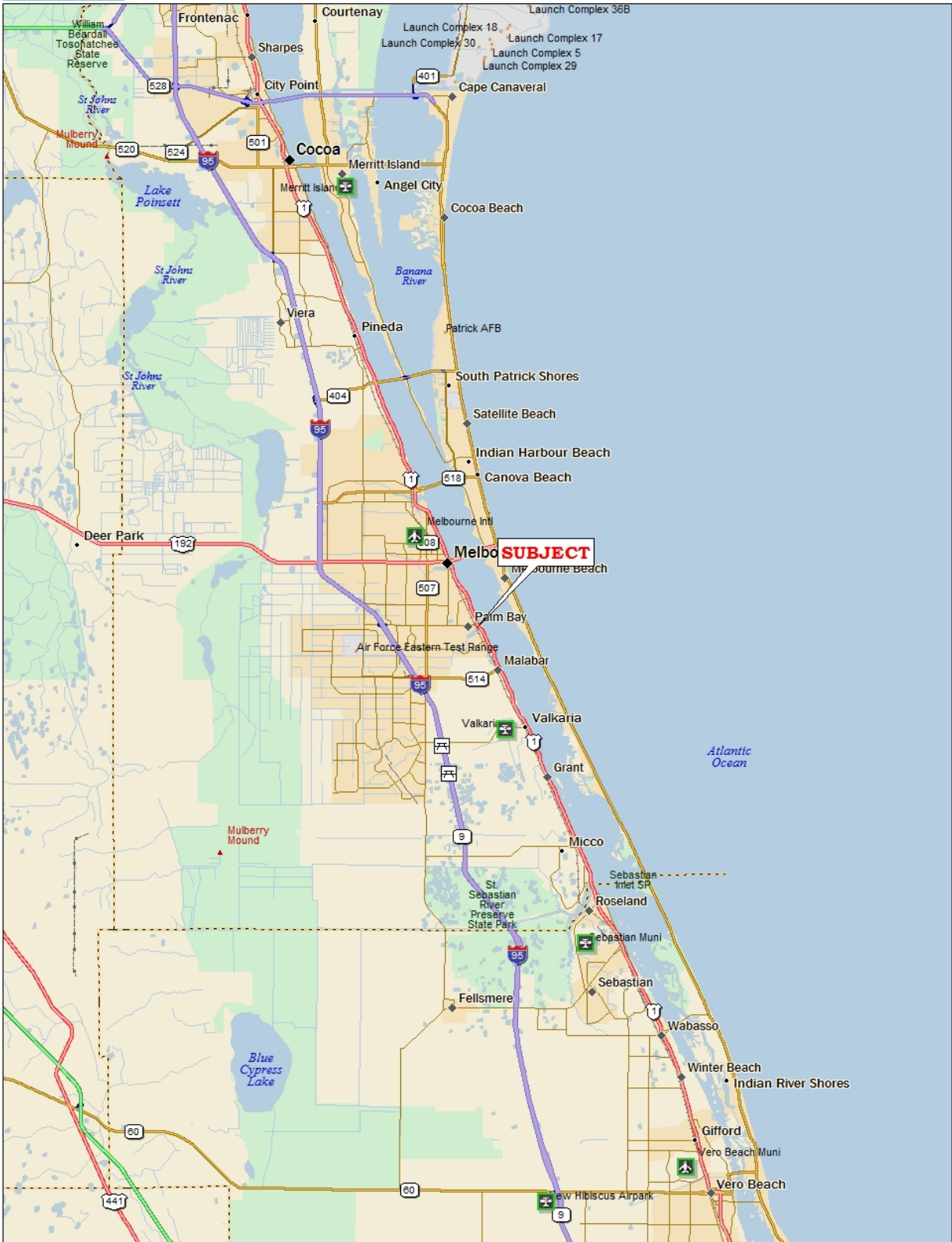
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FLORIDA MAP

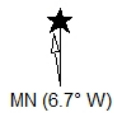




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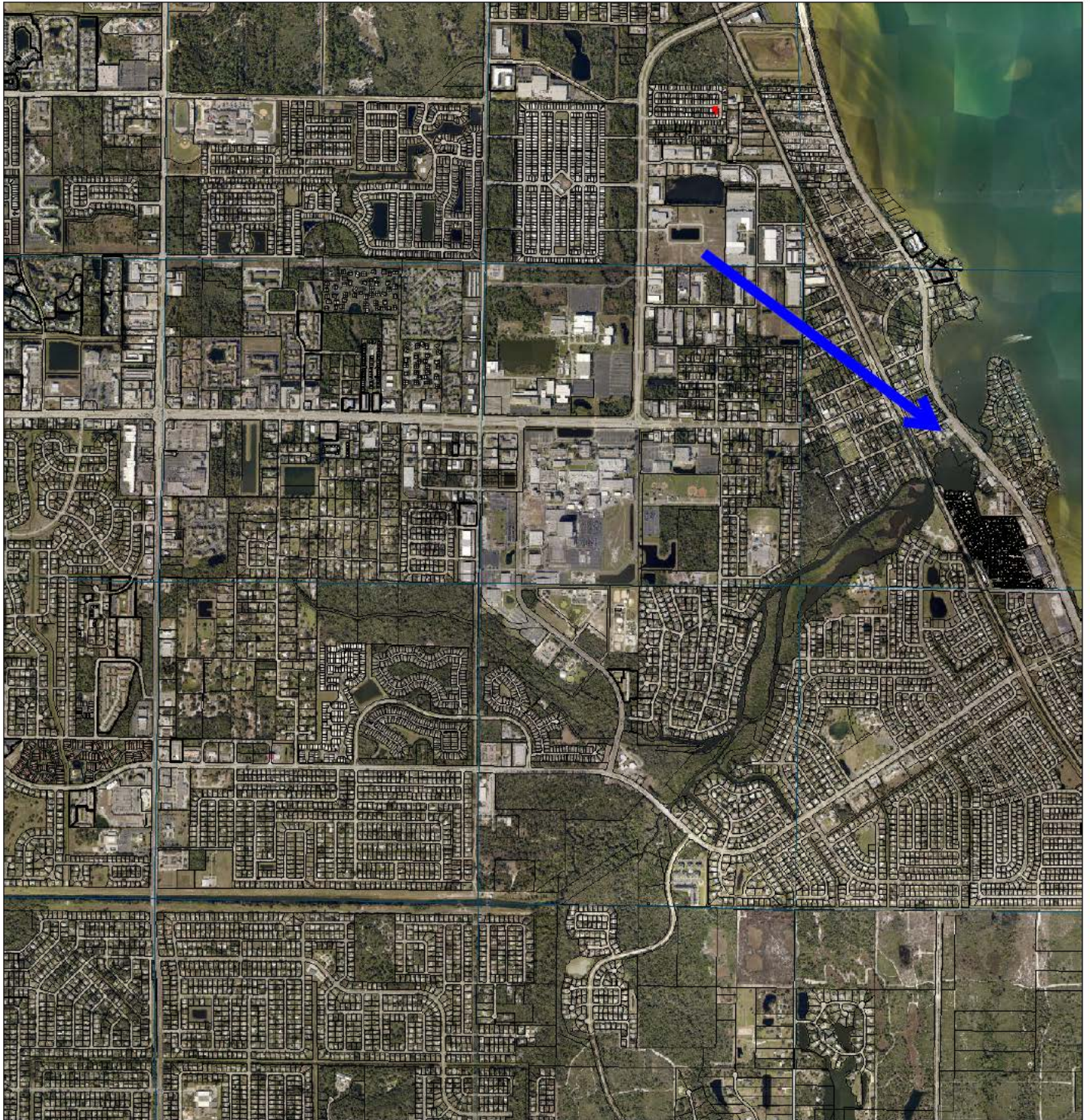
Data Zoom 9-0

## COUNTY MAP





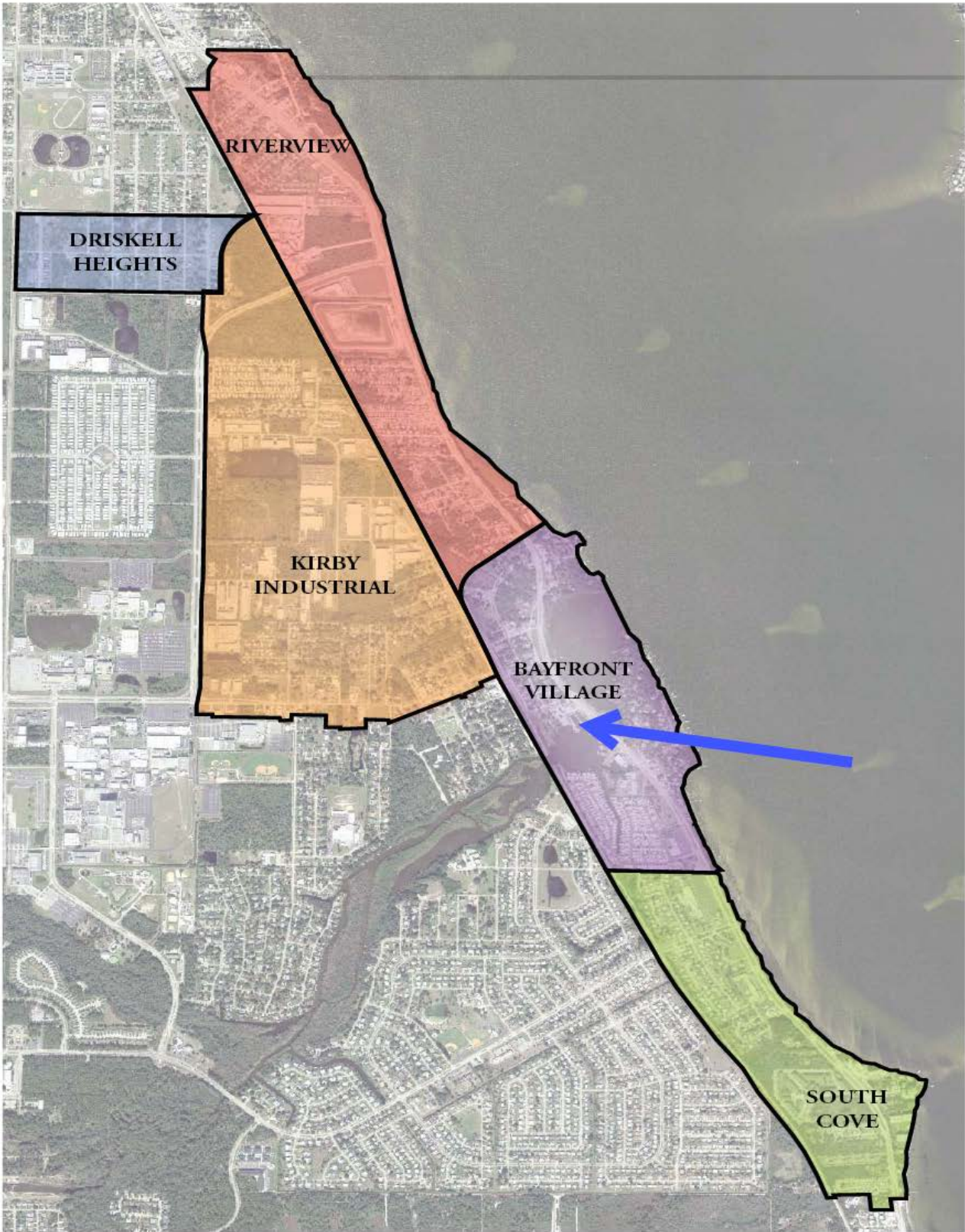
**Dana Blickley, CFA**  
Brevard County Property Appraiser



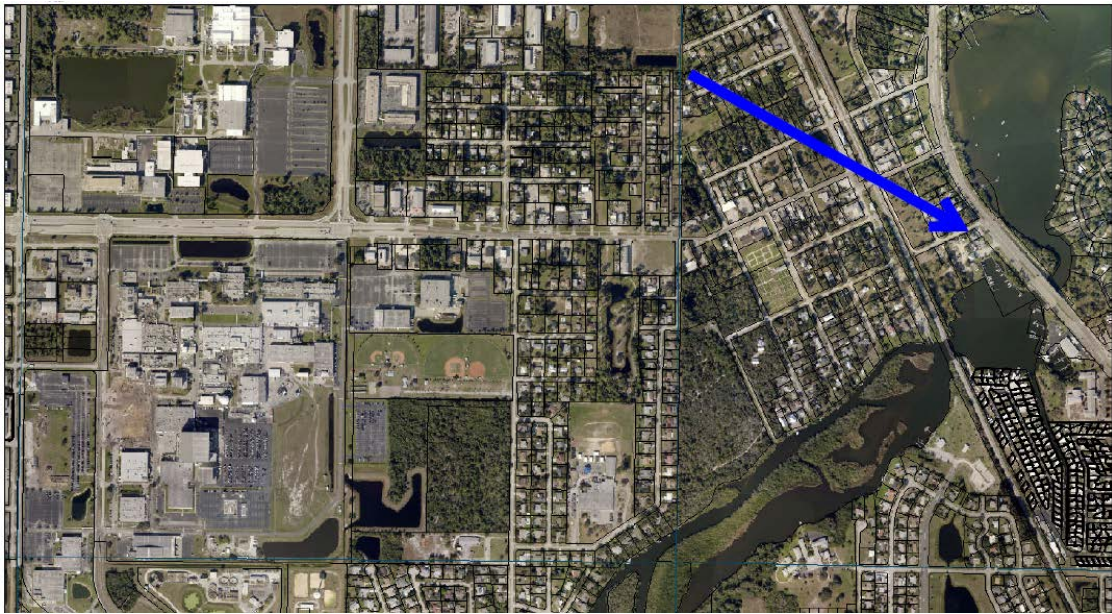
NEIGHBORHOOD MAP



**Figure 2: Bayfront Community Redevelopment District Plan**







GENERAL LOCATION MAP



PARCEL 1, 2, & 3 MAP





SUBJECT PARCEL 1



SUBJECT PARCEL 2





PARCEL 3 MAP

## Flood Report

Address (from parcels)	2932 POSPISIL AVE NE
FEMA Data Source	DFIRM - Digital Flood Information Rate Map
Inside Special Flood Hazard Area?	OUTSIDE SPECIAL FLOOD HAZARD AREA
Risk Level	MODERATE TO LOW RISK AREAS
Flood Zone(s)	X
Description(s)	X = OUTSIDE FLOODPLAIN
Base Flood Elevation	-9999.000000000
NFIP Community Name	City of Palm Bay
County	BREVARD
State	Florida
NFIP Community Number	120404
NFIP Map Number or Community Panel Number	12009C0612H
Inside CBRA?	FALSE
CBRA Type	N/A
Map Panel Effective Date	1/29/2021
LOMA/LOMR (yes/no)	UNKNOWN - check map
LOMA/LOMR Date	UNKNOWN - check map



FLOOD MAP







## LEASE AREA DESCRIPTION

A parcel of submerged land located in Section 24, Township 28 South, Range 37 East, Brevard County, Florida, known as Turkey Creek, containing 25,079 square feet/0.576 acres, as described on the attached sheet labeled as Exhibit A and dated January 30, 2007, located immediately waterward of that upland property with the following legal description:

### Parcel One


All of that part of Lots 1,2,3 and 4, Block 2 Map No. 1, Town of Palm Bay as described in Plat Book 2, Page 3, Public Records of Brevard County, Florida, lying west of the westerly right of way line of U.S. Highway No. 1, less and except that property described in Official Record Book 1172, Page 765, Public Records of Brevard County, Florida, Being more particularly described as follows: Beginning at the Northwest corner of Lot 4, Block 2, Map No. 1, Town of Palm Bay, as recorded in Plat Book 2, Page 3, Public Records of Brevard County, Florida, run N 65°37'E Deed, N65°26'09"E Measured, along the north line of said lot 4, 20.00 feet to the west line of property described in Official Record Book 1172, Page 765, Public Records of Brevard County, Florida; Thence S24°23'E Deed, S24°33'51"E Measured, along said west line 80.00 feet to the south line of said property described in Official Records Book 1172, Page 765; Thence N65°37'E Deed, N65°26'09"E Measured, along said south line 96.39 feet to the west right of way line of U.S. Highway No. 1 (State Road No. 5); Thence Southeasterly along the right of way line and along a curve concave to the East, said curve having a radius of 2392.01 feet, a central angle of 1°37'38" and a chord bearing of S40°12'11"E Deed, S40°23'02"E Measured, an arc distance of 67.93 feet to the point of tangency of said curve; Thence S41°01'E Deed, S41°11'51"E Measured along said west right of way line of U.S. Highway No.1, a distance of 509.74 feet more or less, to the mean water line of Turkey Creek; The next 10 courses meander the mean water line of Turkey Creek. Thence N80°32'56"W, 17.79'; Thence N71°04'47"W, 23.00'; Thence N67°50'57"W, 33.13'; Thence N56°59'44"W, 20.02'; Thence N45°49'26"W, 37.03'; Thence N51°41'08"W, 22.68'; Thence N39°47'21"W, 61.35'; Thence N31°49'54"W, 38.87'; Thence N9°13'24"W, 19.20'; Thence N5°53'42"W, 29.23' to a line established by the Florida Department of Environmental Protection and agreed to by the City of Palm Bay as the approximate shore line prior to dredging; Thence along said line, for the next four courses, N72°17'34"W, 73.56'; Thence S75°34'31"W, 36.45'; Thence S55°14'04"W, 48.55'; Thence S13°07'49"W, 74.10' to the southeast corner of a wood bulkhead; Thence S65°05'03"W along said bulkhead 1.25' to the southeast corner of Lot 5, Block 2, also being on the southerly extension of the west line of Lot 4, Block 2; Thence N24°42'15"W along said west line of the aforementioned lot 4, Block 2 and the southerly extension thereof, 379.68', to the Point of Beginning.

And

### Parcel Two

Lots 5, 6 and 7, Block 2, Map No.1, According to the Plat thereof, as recorded in Plat Book 2, Page 3, Public Records of Brevard County, Florida.

Prepared by:



Craig S. McKinnon  
Professional Land Surveyor  
Florida Registration #5057

SUBMERGED LAND LEASE LEGAL DESCRIPTION



## EXHIBIT A

Commence at the Northwest corner of Lot 7, Block 2, Map No.1 Town of Palm Bay, according to the plat thereof, as recorded in Plat Book 2, Page 3, of the Public Records of Brevard County, Florida; Thence S24°42'16"E along the west line of said Lot 7 a distance of 359.98' to a ½" iron pipe; Thence continue S24°42'16"E along said lot line 20.86' to the southwest corner of a wood bulkhead on the shoreline of Turkey Creek; Thence N65°05'03"E along the waterward edge of said bulkhead a distance of 151.25' to the Point of Beginning of the herein described lease area; Thence continue N65°05'03"E along said bulkhead a distance of 40' to the southeast corner of said bulkhead; Thence N13°07'49"E, 74.10'; Thence N55°14'04"E, 48.55'; Thence N75°34'31"E, 36.45'; Thence S72°17'34"E, 5.14'; Thence S36°30'37"E, 71.95'; Thence S36°24'01"E, 122.15'; Thence S45°37'02"E, 125.66'; Thence S44°04'36"W, 46.13'; Thence N45°26'28"W, 136.02'; Thence N36°02'44"W, 148.63'; Thence N53°29'23"E, 9.0'; Thence N36°30'37"W, 60.82'; Thence S55°14'04"W, 48.55'; Thence S24°20'10"E, 44.0'; Thence N65°39'50"E, 9.0'; Thence S24°54'07"E, 155.56'; Thence S63°34'51"W, 57.58'; Thence N26°24'38"W, 52.46'; Thence N24°20'07"W, 78.34'; Thence S65°05'03"W, 36.06'; Thence N24°54'36"W, 12.0' to the Point of Beginning. Containing 25079 square feet/0.576 acres, more or less.

Prepared by:



Craig S. McKinnon  
Professional Land Surveyor  
Florida Registration #5057

Page 3 of 3

SUBMERGED LAND LEASE LEGAL DESCRIPTION



15035 – SUB 1  
US 1 LOOKING SOUTH. PARCEL 1 TO THE RIGHT.



15035 – SUB 2  
US 1 LOOKING NORTH. PARCEL 1 TO LEFT.



15035 - SUB 3  
PARCEL 1 - MARINA ENTRANCE



15035 - SUB 4  
DOCK A





15035 – SUB 5  
DOCK B



15035 – SUB 6  
BULKHEAD PARCEL 1





15035 – SUB 7  
MAIN BUILDING & TIKI HUT



15035 – SUB 8  
LOOKING NE ACROSS SUBMERGED LAND LEASE AREA





15035 – SUB 9  
MAIN BUILDING



15035 – SUB 10  
BUILDING INTERIOR





15035 – SUB 11  
PARCEL 1 MARINA ENTRANCE FROM POSPISIL AVE



15035 – SUB 12  
PARCEL 1 & 2 SHORELINE AS SEEN FROM US HIGHWAY 1





15035 - SUB 13  
LOOKING EAST ALONG POSPISIL AVE. PARCEL 2 & 3 FRONTAGE.



15035 - SUB 14  
LOOKING SOUTH ALONG PARCEL 2 WEST BOUNDARY





15035 – SUB 15  
PARCEL 2 WEST BOUNDARY LOOKING NORTH



15035 – SUB 16  
PARCEL 2 WATERFRONT





15035 - SUB 17  
LOOKING NORTH ACROSS PARCEL 2



15035 - SUB 18  
PARCEL 2 WATERFRONT





15035 - SUB 19  
PARCEL 3



15035 - SUB 20  
POSPISIL AVE FRONTAGE - PARCEL 2

## **APPRAISAL REPORT**

This Appraisal Report is intended to comply with the reporting requirements set forth in the Uniform Standards of Professional Appraisal Practice. The depth of discussion contained in this report is specific to the scope of work, needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

## **CLIENT**

Ms. Joan Junkala-Brown  
Deputy City Manager  
City of Palm Bay  
120 Malabar Road  
Palm Bay, Florida 32907

## **APPRAISERS**

Michael Morin  
State-Certified General Appraiser #RZ3281

William H. Benson, MAI, CCIM  
State-Certified General Appraiser #RZ1027

W.H. Benson & Company  
4780 Dairy Road, Unit #103  
Melbourne, Florida 32904

## **SUBJECT IDENTIFICATION**

The subject property is in Palm Bay, Brevard County Florida. The property street address and the tax identification are as follows:

PARCEL NUMBER(S)	Parcel 1	28-37-24-27-2-1
	Parcel 2	28-37-24-27-2-8
	Parcel 3	28-37-24-27-2-8.0

Parcel 1	Parcel 2	Parcel 3
4220 Dixie Hwy	2920 Pospisil Ave	2932 Pospisil Ave
NE Palm Bay, Florida 32905		

## **PURPOSE OF THE APPRAISAL**

The purpose of the appraisal is to estimate the market values of the fee simple interest in the real properties described herein. We are at the request of the client estimating a market value for each of the three subject parcels and estimating a market value for the three subject parcels as combined. Please note that Parcel 3 is best represented in the context of an assemblage with Parcel 2.

## **INTENDED USE AND USER OF THE APPRAISAL**

The intended use of this appraisal is to assist the client in internal decision making relative to the disposition of the subject properties. The intended user and client is the City of Palm Bay. There are no other intended users entitled to rely on this report.

## **DEFINITION OF MARKET VALUE<sup>\*</sup>**

The term "market value", as used in this context, is defined as follows:

MARKET VALUE -- The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or terms of financial arrangements comparable thereto; and

---

<sup>1</sup> (Source: Code of Federal Regulations, Title 12, Chapter 1, Part 34, 42 [g]; also interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

### **DATE OF VALUE**

The date of inspection and the effective date of value is April 27, 2021. We completed this report on April 30, 2021.

### **EXTRAORDINARY ASSUMPTIONS**

- 1) We were provided a survey of Parcel 1 prepared by BSE Consultants Inc dated 5/25/2018, which identifies the subject land area and marina docks. No legal description or acreage calculations are provided on the survey. We were also provided a survey prepared by the City of Palm Bay on 7/7/2004 that was included as part of the Submerged Lands Lease renewal. This survey indicated the submerged land area to be 0.576 acres and the Parcel 1 uplands to be 2.554 acres. Parcel 1 also included fee simple submerged land that was dredged from the subject fee uplands that was estimated to be 0.273 acres. The land areas and upland areas for Parcel 2 and Parcel 3 are taken from the Brevard County Tax Appraiser and aerial mapping. This appraisal is subject to change should this information be found to be inaccurate or incomplete.
- 2) The proposed waterfront walkway easement document has not been finalized. It is our understanding, however, that the intent of the easement is to provide rights to the City of Palm Bay (Easement Grantee) "over and across" the easement area for the purpose of a waterfront pedestrian walkway. The City of Palm Bay will be responsible for construction, repair and replacement of the walkway. This appraisal is based on the assumption that the proposed easement language included in the easement document will be substantially the same as described here. The reader is cautioned that the value may be subject to revision if the intent and language in the final easement document describing the rights of use are significantly different from those recited here.

## **INTEREST VALUED**

The fee simple interest in the real properties is being valued in this report.

## **LEGAL DESCRIPTION**

The legal description for Parcel 1 is included in the most current deed 3529/ Page 3067 dated December 15, 1995. Please note that there are inaccuracies in this legal description as a result of the inclusion of state owned sovereign lands. The survey did not include a legal description. Parcel 1 is identified by the Brevard County Property Appraiser as "Palm Bay Map Number 1 being all of Lots 1 through 7 lying West of US Highway 1 excepting 1172/Pg765.

The legal description for Parcel 2 is included in the current deed (ORB 6367/ Page 2814) dated April 12, 2011. Parcel 2 is identified by the Brevard County Property Appraiser as "Palm Bay Map Number 1 being Lots 8 through 11 excepting the North 150 feet of Lot 8 & the North 150 feet of the East 10 Feet of Lot 9 Block 2".

Parcel 2 and Parcel 3 are both included on the same deed (ORB 6367/ Page 2814). Parcel 3 is identified by the Brevard County Property Appraiser as "Palm Bay Map Number 1 being the North 150 feet of Lot 8 & the North 150 feet of the East 10 Feet of Lot 9 Block 2".

## **SCOPE OF WORK**

USPAP defines the Scope of Work as, "the type and extent of research and analyses in an assignment". According to the Scope of Work Rule, in each appraisal, appraisal review, and appraisal reporting assignment, an appraiser must:

- Identify the problem to be solved:
- Determine and perform the scope of work necessary to develop credible assignment results; and
- Disclose the scope of work in the report.

The scope of work includes but is not limited to:



- The extent to which the property is identified;
- The extent to which the tangible property is inspected;
- The type and extent of the data researched; and
- The type and extent of analyses applied to arrive at opinions or conclusions.

The Scope of Work performed must be sufficient to develop credible assignment results. For this appraisal assignment, the appraisers performed the following tasks to complete this appraisal assignment in a competent manner and to be in compliance with the Uniform Standards of Professional Practice (USPAP).

**Identification of Appraisal Problem:** The appraisal problem and purpose of this appraisal report was to estimate the market value of the subject property.

**Property Identification:** The subject property was identified by the legal description, tax records, and mapping included in this appraisal report.

**Property Inspection:** The property was inspected on the effective date of this appraisal. Aerial imagery, tax records, public record mapping and all available supporting documentation regarding the subject was also reviewed.

**Data Research:** We gathered all available information regarding the subject property from various sources including the client, and various government sources. The data gathered included zoning, taxes/assessments, flood hazard areas, availability of utilities and all relevant subject property data available. We also researched market data from sales and listings of properties similar and competitive with the subject. Sources searched for market data included public records and other third party data service providers along with data from other real estate appraisers, real estate brokers and market participants. To the extent possible, all market data used in the appraisal was directly verified with the participants (grantor, grantee, lessor, lessee or broker) directly involved in the transaction.

**Analyses Developed to Form an Opinion of Market Value:** These analyses resulted in forming an opinion of highest and best use based on all known facts including physically possible uses, legal uses, our observations of market behavior, and analysis of economically feasible uses. Economic demand is evident and measurable. All three approaches have been considered in the context of highest and best use. Appraiser's estimate property value with specific appraisal procedures which reflect three distinct methods of data analysis – cost, sales comparison and income capitalization. One or more of these approaches are used in all appraisals. The approaches employed depend on the type of property, the highest and best use and the quality and quantity of data available for analysis. Further, the appraiser considers which analyses would be relied upon by market participants. For the purpose of this appraisal we have applied the applicable approaches to value that would provide reliable indications of value and which would be considered meaningful by market participants.

## **AREA DESCRIPTION**

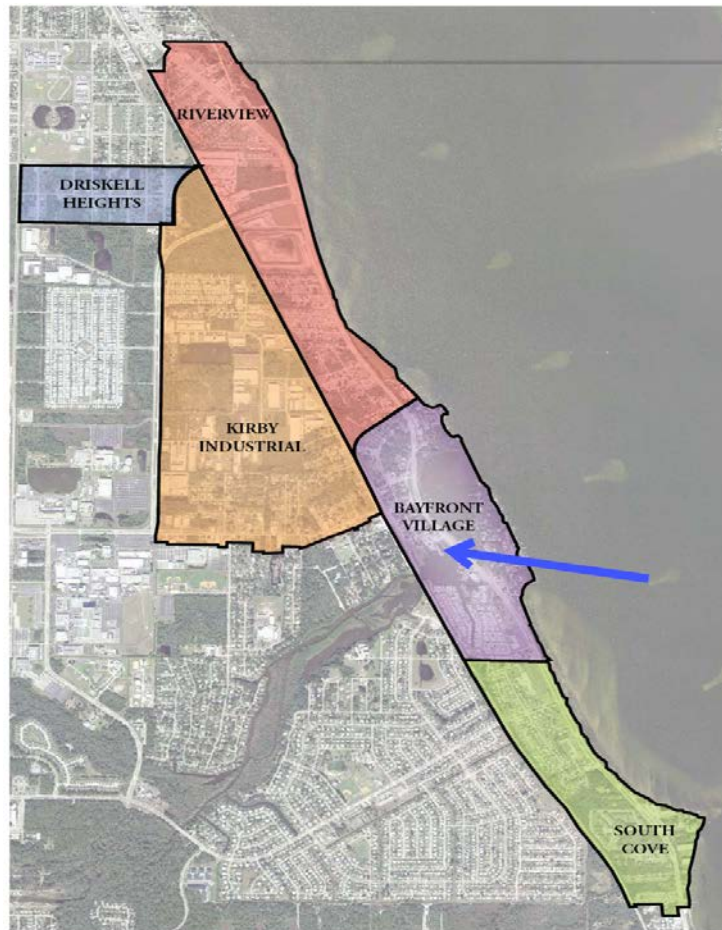
The subject property is located in Brevard County. A general description of Brevard County is included in the Addenda section of this report.

## **NEIGHBORHOOD / MARKET AREA DESCRIPTION**

The subject property is located within the incorporated limits of the City of Palm Bay. The neighborhood is defined as the Bayfront Community Redevelopment District as adopted in February 2010. The area within the Redevelopment District is approximately 1,071 acres and comprises a range of land uses, namely residential, office, commercial, industrial and publicly owned.

The Bayfront Community Redevelopment District is located just west of the Indian River Lagoon. The District stretches from the City limits at Melbourne south to the boundary of the Town of Malabar. The Redevelopment District also extends the length of the City along the lagoon.

The Bayfront Community Redevelopment District (BCRD) is intended to be redeveloped as an attractive, inviting, environmentally sustainable and economically successful community with residential commercial/retail, and mixed use areas. Single family residential neighborhoods within the District include primarily older well established subdivisions. Multifamily dwelling units can be found at Castaway Point and Cape Malabar. Retail and service businesses exist along US 1, Palm Bay Road and Conlan Boulevard. One shopping strip mall is located along US 1 north of Port Malabar Boulevard. A second shopping strip center was damaged by the hurricanes of 2004 and demolished. The primary industrial uses within the District are situated in the Kirby Industrial Park west of the FEC Railroad, and range from light industrial assembly plants to heavy industrial concrete processing facilities.



US 1/Dixie Highway is the primary north/south roadway. US Highway 1 parallels the Indian River and the Florida East Coast (FEC) main line railroad tracks. US Highway 1 in this area of Palm Bay is an older well established mixed use area with river view homes and older established commercial/office uses. The Palm Bay Marina is located on the south side of Turkey Creek and the now closed City of Palm Bay Marina is on the north side. Both are on the west side of US Highway 1 at the Turkey Creek bridge. The bridge is a fixed span bridge with vertical clearance estimated at 15 feet. A pedestrian walkway connects the Castaway Point area to the marina use on the north side of Turkey Creek.

Palm Bay Road (north) and Port Malabar Boulevard (South) are the primary east/west roadways. Palm Bay at the US Highway 1 intersection is a two lane roadway through the historic area of Palm Bay. Palm Bay Road, based on the redevelopment plan is intended to be improved and become more of a destination corridor. Port Malabar Boulevard is a four lane residential collector.

The Florida East Coast Railway operates 351 miles of mainline track along the east coast of Florida with direct rail access to South Florida's ports. FEC also serves five intermodal terminals and has connections to CSX and Norfolk Southern in Jacksonville. The FEC has approximately six (6) daily trains between Jacksonville and Miami (southbound) with approximately six (6) daily northbound trains. All Aboard Florida (BrightLine) plans to launch service between Miami and West Palm Beach in the near future, with service from Miami to Orlando following. All Aboard Florida will use the existing Florida East Coast Railway corridor between Miami and Cocoa, and plans on new track along State Road 528 between Cocoa and Orlando.

The "District" vision focuses efforts toward re-establishing the Bayfront District as a village center and the primary focus of this area is commercial development with a waterfront theme. The current future land use designation and zoning support development of a mixture of separately classified properties achieving the same vision. No new development has, however, been completed. Most notable achievements of the "District" have been the Castaway Point Park and beautification of the US Highway corridor with lighting and landscaping.

Over the past 20 years new development in the neighborhood has been limited. Most recent projects are the Riverfront Venetian Condo project and the redevelopment of the old Crow's Nest Restaurant site into a state of the art riverfront assisted living facility. An apartment complex was recently constructed on a 24 acre site on Conlan Boulevard at the FEC Railroad overpass. New developments and developer investments in the neighborhood are anticipated.

## **GENERAL REAL ESTATE MARKET TRENDS**

As of the date of this appraisal, the nation is recovering from the COVID-19 pandemic which shut down the economy in March/April 2020 and impacted many industries. Retail, hotels, restaurants and travel industries have been impacted the most with less measurable impact noticed in the multifamily and industrial sectors. The general consensus in the local real estate market is that the impacts from the

COVID-19 will be short term and the economy will recover in the near term as is reflected in the recent stock market recovery. The first quarter 2021 indicates strong real estate demand for most submarkets including multifamily and residential, industrial uses. Locally, no measurable impacts to this real estate submarket are known.

Locally, with improved employment between existing and new employers, L3Harris Corporation, expansion of airport related industries, successful privatization of space initiatives and increased passenger and cargo activity at Port Canaveral, the outlook is optimistic.

Residential markets are improving as well with new subdivisions on Minton Road, Dairy Road, and Eber Road. Absorption of end product in the subdivisions has been fast paced. New multifamily projects have been developed in all sectors of South Brevard County.

New commercial development within the subject neighborhood has, however, been limited. Numerous properties in the neighborhood were under contract in the time frame of 2015 and 2016 and included an Embassy Suites hotel at Palm Bay Road and Conlon Boulevard, and Castaway Point was under contract in that time frame for proposed development as a mixed use project with restaurant, yacht club, and hotel uses. These contracts did not close.

In general, the general Melbourne and Palm Bay area is undergoing a resurgence of residential subdivision and multifamily development. The Bayfront Village area of Palm Bay has been the focal point of various projects in the feasibility period. However, no significant new projects in the neighborhood have materialized with the exception of the recently completed apartment project at Robert Conlon and the FEC railroad intersection. No adverse neighborhood conditions are known nor were any observed.

## **LOCATION AND SITE DESCRIPTION AS COMBINED**

All three subject parcels are located within the Bayfront Village portion of the Bayfront Community Redevelopment District (BCRD) on the west side of US1, north side of Turkey Creek. Located to the south across Turkey Creek is the fully operational Palm Bay Marina as well as the waterfront Florida Tech research facility. Castaway Point Park is located east of US Highway 1 on the Indian River. The 0.17 acre "hard corner" of the non signalized intersection of US Highway 1 and Pospisil Avenue is not included in the subject parcels.

US Highway 1 at this location is a divided four lane corridor with a full median opening at Pospisil Avenue. A deceleration lane for north bound traffic is present. Pospisil Avenue is a two lane residential street. The surrounding area is an older well established community with residential lots to the north, the FEC Railroad to the west, and Turkey Creek on the south boundary.

Parcel 1 and the subject property as a whole property is improved with docks and slips, a 1,600 square foot commercial building, two gazebo buildings encompassing a total of 800 square feet, and associated site work. Associated older small storage buildings/sheds in poor condition are present. Parcel 2 is vacant waterfront land. Parcel 3 is a "cut out" of Parcel 2 and is a former home site. A more complete description of the Parcel 1 improvements and each parcel is presented latter in the report. The land sizes are summarized as follows.

LAND SIZE:	Parcel 1	Parcel 2	Parcel 3	As Combined
	Marina	Excess Land	Excess Land	
Gross Acres (Fee)	3.403 Acres	2.30 Acres	0.24 Acres	5.943 Acres
Upland Acres	2.554 Acres	2.30 Acres	0.24 Acres	5.094 Acres
Fee Submerged Land	0.273 Acres	NA	NA	0.273 Acres
Submerged Lease	0.576 Acres	NA	NA	0.576 Acres

As combined, the 3 subject parcels have 156 feet of US 1 frontage and 684 feet of native shoreline on the east boundary with 458.55 feet on Pospisil Avenue and 684.67 feet of frontage on the open water of Turkey Creek, and 559.87 feet on the west boundary (FEC Railroad).



## **PROPOSED WALK WAY EASEMENT**

The subject property as a whole is proposed to be encumbered by a non exclusive easement for the purpose of a pedestrian walkway along the waterfront for the entire distance from the US Highway 1 right of way to the Maplewood right of way. We were not provided a draft of the proposed easement but it is our understanding the purpose of the easement is to provide access to the waterfront by the public and is proposed to be 10 feet in width. See Extraordinary Assumptions.

A conceptual sketch of the easement path is as follows:



The public walkway would certainly be an intrusion and a negative influence to value in the context of an exclusive use such as waterfront estate home sites. However, in the context of a public oriented use such as a marina, waterfront restaurant, ecotourism use, or other uses that benefit from public exposure the public walk way could be an enhancement or at least less of a negative influence. Overall, the proposed public access along the waterfront is considered to be a negative influence to private development and marketability, however, the negative influence is not measurable in the context of the valuation of the whole or the individual parcels. A

public boardwalk could be reasonably incorporated into a mixed use site plan, however, market participants would not likely consider it a positive in the context of private/exclusive uses. In the case of Parcel #1, it is less of a negative because the marina use is typically quasi public. In the case of Parcel #2, it is more likely a negative considered independently. This proposed retained right of public access is considered in the valuation analyses.

## **LOCATION AND SITE DESCRIPTION – PARCEL 1**

Parcel 1, more specifically, is located in the southwest quadrant of US Highway 1 and Pospisil Avenue on the north side of Turkey Creek with a street address of 4220 Dixie Highway NE, Palm Bay. The subject property does not include the “hard” corner as the southwest corner of Dixie Highway and Pospisil Avenue, which is improved with a commercial building.

Pelican Harbor Marina is a City owned marina facility located on Parcel 1. This marina currently has 56 slips, a dock master building, and ancillary support structures. The improvements are described latter in the report

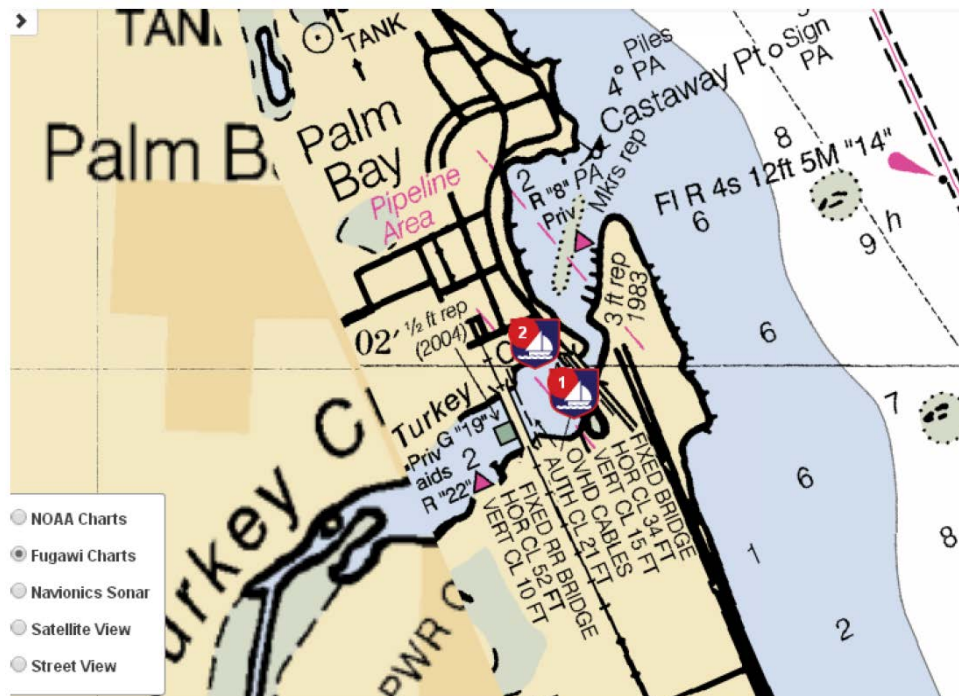
According to the Public Works Department, City of Palm Bay, Parcel 1 comprises 2.827 gross acres (fee) of which 0.273 acres is fee simple submerged land. There are 0.576 acres of leased submerged land within Turkey Creek for a total of 3.403 gross acres inclusive of the leased submerged land. Based on a survey there are an estimated 2.56 acres of uplands with 156 feet of accessible US Hwy 1 frontage and 208.74 feet of Pospisil Avenue frontage. The subject uplands have 191.56 feet of unobstructed waterfront on Turkey Creek with a bulkhead.

It should be noted that the BSE survey included in the Exhibits reflect a total land area of 4.551 acres as described by the legal description included in the acquiring deed. However, according to Mr. Craig McKinnon with the Public Works Department of the City of Palm Bay, the State of Florida made a claim of sovereignty on a portion of the submerged lands. Reportedly, the City decided not to challenge the claim of

sovereignty and the net result is the submerged land lease and a stipulated settlement as to the fee simple ownership as summarized in the acreage numbers recited. Please refer to the Extraordinary Assumptions.

Turkey Creek between US Highway 1 and the FED Railroad bridge has been recently dredged and water depth is in the range of 10 feet. The control depth, however, of the channel from the ICW is reported to be 5 feet. In addition navigable access is also limited by a fixed span US Highway 1 bridge with a clearance of 15 feet. Boats within the Turkey Creek basin range up to +40 feet, with no sailboats noted in Turkey Creek west of US Highway 1 due to the bridge clearance limitation.

To follow is a navigation chart.



Site features of the subject property are summarized as follows:

### **SITE SUMMARY - PARCEL 1**

Location/Address:	4220 Dixie Highway NE, Palm Bay
Site Size (Fee Simple):	2.827 Gross Ac / 2.554 Ac Uplands / 0.273 Ac Submerged Land
Boundaries	Site has approximately 156 feet of accessible US Hwy 1 frontage and 210 feet on Pospisil Ave. The subject waterfront includes 191.56 of unobstructed bulkhead shoreline. The west boundary is 375.71 feet. The subject property does not include the "hard" corner of US Hwy 1 and Pospisil Avenue.
Leased Submerged Land:	0.576 acres.
Shape:	Subject site has an irregular configuration due to the meandering shoreline of Turkey Creek.
Topography:	Level at or above road grade.
FEMA Flood Zone:	Zone X - areas outside of 100-year flood and AE along Turkey Creek.
FEMA Map Panel Number:	#12127C0612 H dated January 29, 2021
Adjacent Property Uses	
North:	Residential Uses
South:	Turkey Creek
East:	US Highway 1
West:	Vacant waterfront land
Zoning:	Bayfront Mixed Use Village (BMUV)
Future Land Use:	Bayfront Mixed Use Village (BMUV)

### **DESCRIPTION OF IMPROVEMENTS – PARCEL 1**

Parcel 1 and the subject property as a whole property is improved with a 1,600 square foot commercial building, two gazebo buildings encompassing a total of 800 square feet, and associated site work. The buildings were constructed in 1993. Associated older small storage buildings/sheds in poor condition are present.

The commercial building is a single tenant building and has a concrete slab elevated on pilings. It was originally in use as ships store sales, boat sales office, and administrative offices. The building has three small offices, mechanical room, and open space retail. Two restrooms with out side entries are located to the back of the building. The building interior is in good condition and functional for the prior intended use.

The building is wood frame construction covered in lap siding with a metal roof on a truss system. The building has two entrances and windows in three sides. A

patio/porch surrounds the perimeter. The building is 100% air conditioned by a single system. Interior building walls and ceilings are painted wall board with exposed fluorescent lighting. The flooring covering is vinyl composite. The building is in average condition.

The site work includes 5,210 square feet of paving at the driveway and a concrete pad. The compacted shell/marl parking area is 8,460 square feet. Pavement and compacted parking areas are in average condition. Two 400 square foot gazebos are on the site along with a lighted pylon sign. These improvements are also in average condition.

The subject submerged land area is improved with two 6 foot wide docks (A & B), a wood deck walkway at the base of the docks, and a bulkhead along the remaining shoreline. The marina includes a total of 56 improved slips with 28 electric and water distribution points with storage lockers. Please note that Dock B was reconstructed with new decking, water line, and electric. Dock A was not reconstructed but is in average overall condition "as is" and functional for dockage. A prior estimate (2016) of \$30,000 for electrical and plumbing upgrades (to current code) and \$10,000 to replace decking and hardware was provided. Dock A is 419.32 feet in length with 32 wet slips and Dock B is 255.63 feet with 24 wet slips. A lateral dock is at the base of Docks A and B and is 115.50 feet length. The total square footage for all the docks is estimated at 4,743 square feet. The bulkhead is estimated at 191.56 linear feet along the shoreline west of the docks and 115.50 feet at the base of the docks.

#### **SUBMERGED LAND LEASE – PARCEL 1**

The subject property as a whole includes 0.576 acres of sovereign submerged land in the ownership of the State of Florida. This submerged land area is currently leased from the State of Florida (Lessor) by the City of Palm Bay Florida (Lessee). The leased submerged land is currently improved with the docks and boat slips. Please refer to a copy of the lease agreement located in the exhibit section of the report which includes a copy of the submerged land survey.

The most current renewal of the lease is for a term of five years and commenced on November 12, 2018 and expires on November 12, 2023. The lease terms provide that the Lessee is authorized to operate a 57 slip commercial docking facility with 46 slips being located on the leased state owned land. The facility is to be used exclusively for mooring commercial vessels in conjunction with an upland marina, ships store, minor repair shop, sales, and storage without fueling facilities and without liveaboards. A sewage pump out facility is allowed if it meets regulatory requirements.

The Lessee agrees to pay to the Lessor an annual lease fee of \$4,432.79 and the lease rate is subject to annual rate increases based on a five year average of CPI changes. For the purpose of this report, we will utilize an annual increase of 1.60%. In addition, Lessee shall provide an income statement showing income derived directly and/or indirectly from the use of the sovereign submerged land. When 6% of the annual income exceeds the annual base rate the Lessee shall be obligated to pay supplemental rent.

### **LEASE – PARCEL 1**

Parcel 1 is currently leased on a month to month basis to Paddling Paradise LLC. The lease term commenced on June 28, 2019 is a month to month agreement. The lease is not considered to be near market rates but is a “place holder” pending future repositioning of the subject. The lease is for the entire site but the docks are not in use and are fenced off. The lease can be terminated by either party with notice. Use of the subject property by the tenant is for water recreation/eco tourism uses and activities related to that use. Tenant is responsible to have liability insurance in place and shall be responsible for maintaining grounds and landscaping.

### **LOCATION AND SITE DESCRIPTION – PARCEL 2**

Parcel 2, more specifically, is located approximately 360 feet west of US Highway 1 adjacent to the FEC Railroad main line tracks on the south side of Pospisil Avenue



and on the north side of Turkey Creek. US Highway 1 at this location is a divided four lane corridor with a full median opening at Pospisil Avenue. A deceleration lane for north bound traffic is present. Pospisil Avenue is a two lane residential street. The intersection of US Highway 1 and Pospisil Avenue is not signalized.

Residential lots are to the north, the FEC Railroad to the west, and a City owned marina to the east. Turkey Creek forms the south boundary of the site meandering approximately 400± feet along the navigable water frontage.

According to the tax records, the subject property comprises 2.30 acres. According to the tax map the site has approximately 179.81± feet of frontage on Pospisil Avenue and approximately 493.11± feet of meandering shoreline on Turkey Creek. The west boundary (FEC Railroad) is 652.30± feet and 225.71± feet on the east boundary. Please note that the depth along the FEC railroad includes a narrow point at the south end that extends into Turkey Creek and is not representative of usable depth. Usable depth at the west boundary is in the range of 559.87 feet.

It is also important to note that Maplewood Street N.E. platted right of way separates the subject from the F.E.C. Railroad. This platted right of way has no benefit to third parties and likely could be vacated. According to the survey provided the corridor scales to 20' x 559.87', approximately, or 11,197 SF (0.26 acres). The potential for vacating this unused platted right of way adds to speculative appeal.

The subject property is improved with a 4 foot wide by 90 foot long dock. The dock, although newer construction, is in need of repair due to hurricane damage. A second older dock is also present but is in poor condition and in need of reconstruction. In addition, there are remnants (pilings) of a third dock. The docks are an enhancement to the subject property, recognizing they are grandfathered.

Site features of the subject property are summarized as follows:

## **SITE SUMMARY - PARCEL 2**

Location/Address:	2920 Pospisil Avenue NE, Palm Bay
Site Size:	2.30 Acres
Boundaries	Site has approximately 180 feet on Pospisil Ave, approximately 493 feet meandering on Turkey Creek, 225.71 feet on east boundary (Marina), and 559.87 (usable) feet on west boundary (FEC RR).
Shape:	Subject site has an irregular configuration due to the meandering shoreline of Turkey Creek. And the "cut out" at the north east corner.
Topography:	Gently sloping to the waterfront.
FEMA Map Panel Number:	#12127C0612 H dated January 29, 2021
North:	Residential Uses
South:	Turkey Creek
East:	City of Palm Bay Marina
West:	FEC Railroad tracks
Future Land Use:	Bayfront Mixed Use Village (BMUV)
Future Land Use:	Bayfront Mixed Use Village (BMUV)

## **LOCATION AND SITE DESCRIPTION – PARCEL 3**

Parcel 3, more specifically, is located approximately 285 feet west of US Highway 1 on the south side of Pospisil Avenue and on the north side of Turkey Creek between Parcel 1 and Parcel 2. Pospisil Avenue at this location is a two lane roadway.

Residential lots are to the north, Parcel 2 to the west and south, and a City owned marina (Parcel 1) to the east. According to the tax records, the subject property comprises 0.24 acres and is a "cut out" of Parcel 2. According to the tax map the site has approximately 70± feet of frontage on Pospisil Avenue and approximately 150 ± feet on the east and west boundary.

## **UTILITIES**

Water and sewer services are provided by the City of Palm Bay. Electric service is provided by FPL. The City of Palm Bay provides police and fire protection.

## **ZONING**

All three parcels have a zoning of Bayfront Mixed Use Village (BMUV) as administered by the City of Palm Bay. The zoning was created specifically for the Bayfront Village portion of the Bayfront Community Redevelopment District (BCRD). The adopted conceptual land use plan intends to provide the necessary framework for redevelopment.

The purpose of the Bayfront mixed use village district is to provide areas within the Bayfront Redevelopment District for an attractive and functional mix of residential, office, supporting commercial, institutional, and other similar low intensity land uses that are linked by a network of walkways to create a village center as recommended in the Bayfront Redevelopment Plan.

A wide variety of commercial, professional, and residential uses inclusive of multifamily to a density of ten (10) units per acre are permitted. Hotel/motel and/or bed and breakfast density is not limited by any density cap but is governed by total building size, setbacks and height restrictions. A Bayfront Architectural Style for all new buildings is also a requirement.

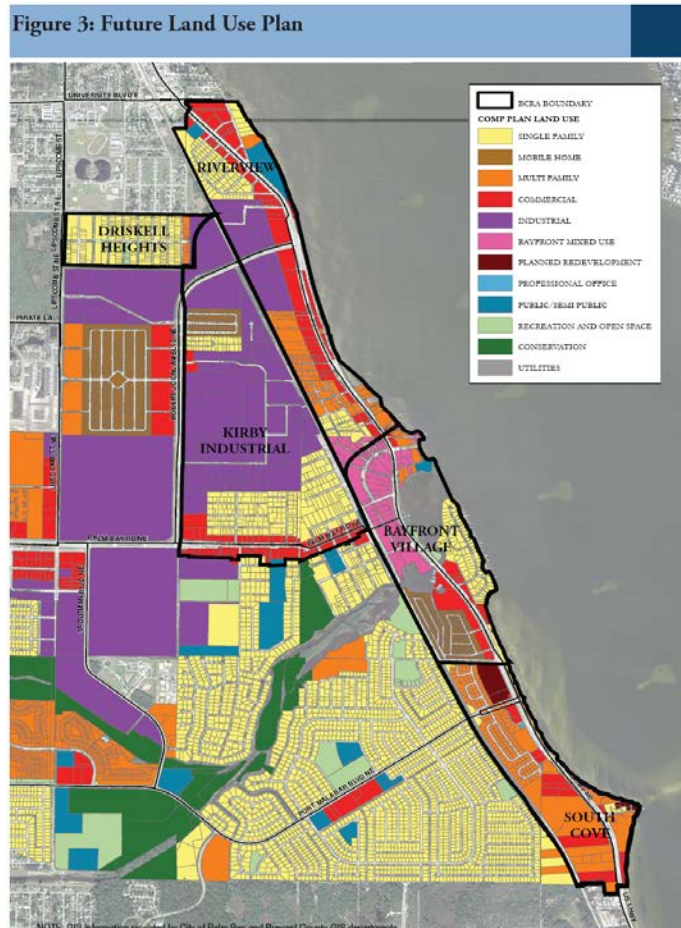
The current marina use, although not currently a permitted use, is a legal non conforming use pursuant to a grandfather status. However, the marina use is intended to become a permitted use based on proposed administrative revisions to the current zoning ordinance.

Although, the subject property is currently zoned Bayfront Mixed Use Village with a Bayfront Mixed Use future land use, it has been reported by City staff that the property has staff support for a rezoning to Planned Unit Development (PUD) or to Planned Community Development (PCD) which provide for greater density and building height. Overall, it has been reported by staff that a change in zoning to accommodate a specific use of the subject property meeting the intent of the Bayfront Redevelopment District would be supported by City of Palm Bay staff. The potential for higher intensity uses is a favorable influence on the value and marketability of the site.

## Zoning Summary

Zoning District	Bayfront Mixed Use Village (BMUV)
Zoning Jurisdiction	City of Palm Bay
Future Land Use	Bayfront Mixed Use Village (BMUV)
Development Requirements	Bayfront Architectural Style for all buildings.
Minimum Lot Size	4,800 SF
Minimum Lot Width	40 feet
Minimum Lot Depth	120 feet
Minimum Open Space	40%
Maximum Building Height	35 feet
Multifamily Density	10 Units per Acre
Minimum Building Setbacks	
Front	0 to 20 feet
Rear	10 foot
Side	5 feet
Side (corner)	20 feet

The Future Land Use is also Bayfront Mixed Use Village (BMUV). The zoning and land use are therefore consistent. A Future Land Use map follows:



## **FLOOD ZONE**

Parcel 3 is in Flood Zone X and Parcels 1 and 2 are primarily/located in Flood Zone "X", which is outside the 500 year flood, as designated by the Federal Emergency Management Agency under the National Flood Insurance Program Map Panel #12127C0612H dated January 29, 2021. A portion of Parcels 1 and 2 along the Turkey Creek shoreline is designated as AE which is in an area of the 100year flood.

## **AD VALOREM TAXES & SALES HISTORY**

The following table shows 2020 tax assessments per the Brevard County Tax Collector's Office. The subject properties are in government ownership and are exempt from taxes.

<b>Real Estate Taxes and Assessments - 2018</b>			
	Parcel 1 - Marina	Parcel 2 - Excess Land	Parcel 3 - Excess Land
Parcel ID	28-37-24-27-2-1	28-37-24-27-2-8	28-37-24-27-2-8.01
Assessment	\$1,098,320	\$360,040	\$22,050
Total Assessment	\$1,120,370	\$360,040	\$22,050
Millage Rate (per \$1,000)	\$19.8398	\$19.8398	\$19.8398
Gross Ad Valorem Tax	\$22,228	\$7,143	\$437
Non Advalorem	\$459	\$0	\$0
Total Taxes	\$22,687	\$7,143	\$437
Exemption	\$22,228	\$7,143	\$437
Taxes Payable	\$459	\$0	\$0
Please note that the parcels are owned by the City of Palm Bay and are tax exempt. The prior calculation indicates taxes as if in private ownership.			

The owners of record:

Parcel 1 – Marina: City of Palm Bay  
Parcels 2 & 3: Bayfront Community Redevelopment Agency  
120 Malabar Road  
Palm Bay NE, Florida 32907

Parcel 1 has been in the current ownership since December 1, 1995 when the property was donated to City of Palm Bay. The deed is recorded in ORB 3529/Page 3067 Records of Brevard County.

Parcels 2 & 3 have been in the current ownership since April 12, 2011 when the properties were purchased for an indicated consideration of \$785,000. The deed is recorded in ORB 6367/Page 2814 Records of Brevard County.

The three subject parcels, as combined, are currently being marketed for sale by Bill Dehlinger; RMA Realty, at an asking price of \$1,800,000. This listing was reportedly created 3-31-20. Marketability was at least temporarily impacted by COVID-19 last year. The realtor reported that three letters of intent have been submitted to the "City" at full price. No offers have resulted in contracts. No MLS listing history was found. A listing in Loopnet was found. This market exposure is considered in the valuation analyses.



## **HIGHEST AND BEST USE**

Highest and best use analysis considers alternatives that are legal, possible, financially feasible, and consistent with neighborhood development and land use, and result in an optimum financial return to the owner. Highest and best analysis considers the land "as vacant".

Legally Permissible – The subject properties are all zoned Bayfront Mixed Use Village with a Bayfront Mixed Use Village future land use. A wide variety of commercial uses are permitted as well as multifamily use to a density of 10 units per acre and hotel/motel use with no density limitations. **Palm Bay zoning staff has also reported support for rezoning to PUD or PCD to provide greater density and higher intensity uses to accommodate the vision for economic development of the Bayfront Redevelopment District.**

Physically Possible – Parcel 1 is a waterfront parcel that contains 2.554 acres of upland area with 0.273 acres of fee simple submerged land and 0.576 acres of leased submerged land. The property has good access from Highway US 1 and Pospisil Avenue. The property uplands are of sufficient size to accommodate a medium scale development. The subject submerged land (fee simple and leased) has substantial frontage on the subject uplands.

Parcel 2 is a waterfront parcel that contains 2.30 acres and is 100% uplands. The property has good access from Pospisil Avenue. The property uplands are of sufficient size to accommodate a medium scale development. The location adjacent to the FEC main line railroad tracks is an adverse influence on marketability of the site.

Parcel 3 is an inland parcel that contains 0.24 acres and is 100% uplands. The property has access from Pospisil Avenue. Parcel 3 is a "cut out" of Parcel 2. The property uplands are of sufficient size to accommodate a small scale non waterfront development independently, however, the site has enhanced physically possible uses as assembled with Parcel 2.

The parcels as combined have good access from Highway US 1 and Pospisil Avenue. The parcels have substantial frontage on Turkey Creek. The uplands are of sufficient size to accommodate a medium scale waterfront development.

Turkey Creek in the area of the subject has good water depth but navigable access is, however, limited by a fixed span US Highway 1 bridge which has a clearance of 15 feet. However, overall location in proximity to the FEC main line railroad tracks is an adverse influence on marketability of the sites. Water and sewer are available to the sites.

Financially Feasible – The subject parcels are located in a well established older portion of the City of Palm Bay. Commercial development is primarily located west of the subject near I-95 and/or the Babcock Street intersection. The Bayfront Village area has limited land area with a readily accessible waterfront. The subject Parcels 1 and 2 independently or as combined are best represented as a potentially diverse waterfront development sites due to zoning and future land use which allow a wide variety of uses enhanced by the navigable access. Parcel 3, as considered independently, does not have a wide variety of uses and is not enhanced by the navigable access and its most financial feasible use is assemblage with Parcel #1 and/or Parcel #2.

Maximally Productive – Market conditions for future development have been improving from 2016 to date. Demand for properties with all utilities, good configuration and topography with frontage on a navigable waterway enhances future commercial development potential for Parcels 1 and 2 as combined or as considered independently. Future mixed use development for these parcels may include multifamily (rental or condo), restaurants, commercial retail, office, hotel/motel and marina uses. Parcel 3, as considered independently, does not have a wide variety of uses and is not enhanced by the navigable access and its maximally productive use is assemblage with Parcel #1 and/or Parcel #2.

### Highest and Best Use Conclusion

The highest and best use of the subject Parcels 1 and 2 independently or as combined is considered to be future commercial mixed use development utilizing the benefits of the submerged land in conjunction with the upland development. This mixed use could include continued use of marina, restaurants, multifamily and possibly motel uses. Most likely near term uses are expansion of the marina related uses and multifamily uses. Determining the optimum uses for feasible development is beyond the scope of this appraisal. Parcel 3 is best represented as being assembled with Parcels #1 and/or Parcel #2.

### AS IMPROVED

The highest and best use of the Parcel 1, as improved, takes into consideration the contribution of the existing improvements to the site. The subject is improved with substantial docks with 56 designated boat slips, bulkhead shoreline, a commercial building, and associated site work. The prior marina use has been discontinued and all boats that previously occupied the property have been vacated, pending sale or repositioning of the facility. Based on our analysis, the highest and best use of the property, as improved, is reestablishing the use as a marina. In addition, substantial land area is suitable for additional development and given the potential for higher density and intensity of uses an expansion of the marina with a dry stack building or expansion with restaurant uses or hotel/motel uses is possible and representative of potential mixed uses.

The subject Parcel 1 is currently leased for eco tourism purposes and waterfront recreation use. The docks are not, however, in use and no slips are rented. The lease does not provide for marina uses. The Palm Bay Marina located across Turkey Creek from the subject has boat sales, marine repair, ships store, and is at +80% occupancy on wet slips and 90% for dry stack at a monthly rate per linear foot of \$11.00/LF. The Palm Bay Marina is an indication of the upside potential for the subject as a marina with professional management.

A highest and best use for Parcel 1 is to re-establish a commercial marina use utilizing professional management and marketing and more fully develop the uplands with supportive marina uses, dry stack storage, restaurants, multifamily and/or other potential uses. Estimating optimum and most feasible mixed (potential) uses for further development of the site is beyond the scope of the appraisal. However, it is clear that Parcel 1 is underutilized and is available for further development with significant upside potential.

## **THE VALUATION PROCESS**

The cost, sales comparison (market) and income capitalization approaches to value have been considered. All three approaches are fundamentally based on the principle of substitution which basically maintains that the subject of the appraisal is worth no more than the cost to produce or replace it or acquire an existing alternate property which possesses similar utility and investment benefits.

In the course of the analysis of the fee simple interest, the cost approach is an analysis of the reproduction costs associated with producing a product with similar utility to the subject improvements based on current costs of labor and materials. In the case of Parcel 1, the cost approach provides a good analysis of the subject's land value and a cost to replace the improvements, less an estimate of depreciation. Given the actual age of the subject structures, the cost approach is weakened by the estimate of depreciation and lack of construction specifications. The cost approach would typically be considered by active market participants when considering the cost to construct new as compared to purchasing a property with improvements in place. Therefore, the cost approach is considered as a reliable indication of the subject's market value and will be developed for this appraisal.

The direct sales comparison approach or market approach is a method of arriving at an indication of market value by comparing the subject of the appraisal with competitive properties possessing similar utility, which have recently sold. In this approach, comparison is focused on specific characteristics of the real estate, which are known to influence its price or value. There have been adequate sales of marina

properties similar to Parcel 1 and there have been adequate sales of waterfront land similar to Parcel 2. These sale data provide reliable indications of value for the subject and will be developed for this appraisal. The unit of comparison is the price per boat slip for Parcel 1 and the price per net acre for Parcel 2. In regards to Parcel 3, the highest and best use is assemblage with Parcel 2. The value per unit indication for Parcel 2 will be applied to the land area in Parcel 3.

The income approach is based on an analysis of the income potential associated with the improved real property whereby the right to receive future income is capitalized into a present value indication. The subject property is not currently being operated as a marina and has not been operated as such since 2016. Currently no boat slips are rented and slips are not being marketed. The income approach, therefore, would be speculative and pro forma projections would not be considered by market participants. Therefore, the income approach is not considered reliable and will not be developed for this appraisal.

## **ESTIMATE OF VALUE – PARCEL 1**

### **THE COST APPROACH**

The first item to be considered in the cost approach is the value of the Parcel 1 land, as if vacant and ready for development to its highest and best use. The estimate of the subject's land value will be developed from analysis of land sales in the competitive area which possess similar potential utility.

In estimating the value of the subject site, sales throughout the area were investigated and interviews were conducted with buyers, sellers and brokers active in the market area of the subject. The following sales are believed to be the most reliable indicators of the subject's land value.

**COMPARABLE LAND SALES SUMMARY TABLE**

<b>#.</b>	<b>Location</b>	<b>Sale Date</b>	<b>Price</b>	<b>Net Acres</b>	<b>\$/Acre</b>
1	2801 Riverview Dr, Palm Bay	08/02/2019	\$510,000	1.13	\$451,327
2	4301 Dixie Highway, Palm Bay	01/06/2021	\$475,000	1.67	\$284,431
3	990 Harbor City Blvd, Melbourne	10/23/2019	\$325,000	0.70	\$464,286
4	84 Banana River Dr, Merritt Isle	06/28/2018	\$675,000	1.60	\$421,875
5	1705 Riverview Dr, Melbourne	07/03/2019	\$525,000	0.74	\$709,459

In the following analysis of the sales are compared to the subject property and the rationale for the adjustments is discussed as follows.

Terms - All of the comparable sales were purchased for cash or with market-oriented financing terms which are felt to be comparable to competitive market rates. Therefore, no adjustments for cash equivalency are deemed to be necessary.

Conditions of Sale – All of the sales are believed to be representative of "Arm's Length" transactions unless mentioned otherwise and no adjustments are necessary for this factor.

Market Conditions (Time) – As discussed previously, it appears the real estate market is stable with anticipation for improvement. All the sales are considered representative of current market conditions.



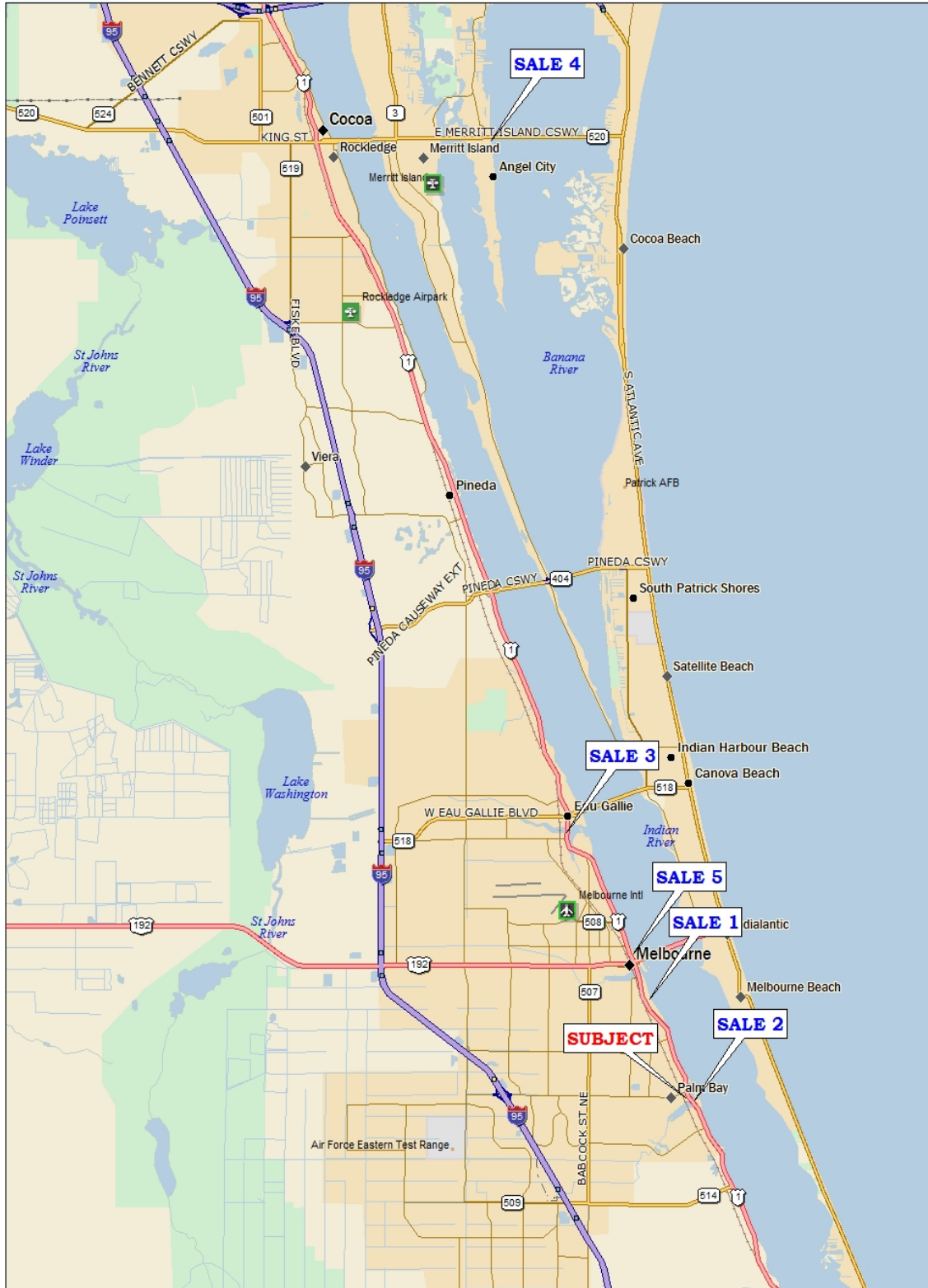
Location – Differences in location are considered for each sale relative to the subject. This factor relates to general locational characteristics, as opposed to site specific factors, such as frontage or access. The location of each sale will be analyzed individually and adjusted as needed.

Size - An analysis of many sales that are reasonably similar in location and other characteristics indicate that as size increases, the unit price tends to decrease. This is comparable to the retail versus the wholesale prices of other commodities. The sales under analysis are within a reasonable range of size. Adjustments for size are applied to the sales as needed.

Waterfront – Waterfront sites are influenced by view amenity, accessibility of the shoreline, quality of the navigable access, and sheltered harborage. Navigable access is influenced by water depth and fixed span bridges. The subject has accessible waterfront, good view amenity in a sheltered harborage with good water depth. Access is hindered, however, by a fixed span bridge. **Finally, the City of Palm Bay intends to retain a boardwalk easement along the waterfront which will be open to the public. The right to exclude the public is a primary element of the rights of ownership in the fee simple interest. This is considered to be a negative influence on marketability that will be considered.** The sales will be compared to the subject and adjusted as needed with consideration to these influences.

Uplands – The subject includes submerged land owned in fee simple and leased from the state. Many modern marinas have been developed from excavated uplands to create wet slip marinas and/or include leased submerged land. Based on the highest and best use conclusion, it is our opinion that the upland value and submerged land value have an equal contributory value to the whole. The leased land is included in the land value because it contributes utility to the highest and best use. The cost of the leased submerged land will be deducted from the contributory value of the land based on the capitalized value of the rental payment liability. The lease after annual CPI escalations is \$4,657.42/year. Using a typical 10% cap rate indicates a value of \$46,574 rounded to \$46,600.

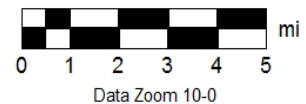
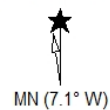
Topography/Configuration – The subject Parcel 1 and Parcel have good configuration and have a gently sloping topography from Pospisil Avenue to the Turkey Creek waterfront. The sales will be compared to the subject and adjusted as needed with consideration to this influence.



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## Land Sale No. 1



### Property Identification

Record ID	707
Property Name	Residential Land
Address	2801 Riverview Drive, Melbourne, Brevard County, Florida
Tax ID	2825176

### Sale Data

Grantor	Esther Ellison & Martha Root
Grantee	Daniel Kirk
Sale Date	August 02, 2019
Deed Book/Page	8506/934
Property Rights	Fee Simple
Conditions of Sale	Arms Length
Verification	BHHS Realty, Shari Abbott; ML #838227
Sale Price	\$510,000
Cash Equivalent	\$510,000

## Land Sale No. 1 (Cont.)

### Land Data

<b>Zoning</b>	Multifamily
<b>Topography</b>	Level & Slopes to River
<b>Utilities</b>	Water & Sewer

### Land Size Information

<b>Gross Land Size</b>	2.070 Acres or 90,169 SF
<b>Useable Land Size</b>	1.130 Acres or 49,223 SF , 54.59%
<b>Wetlands Land Size</b>	0.940 Acres or 40,946 SF , 45.41%
<b>Front Footage</b>	540 ft Riverview Drive; 420 ft Indian River

### Indicators

<b>Sale Price/Gross Acre</b>	\$246,377
<b>Sale Price/Useable Acre</b>	\$451,327

### Remarks

Located in south the Melbourne area on Riverview Drive south of US 192. Property comprised of five tax parcels that were sold by the same seller to the same buyer. The property is 2.07 acres with 1.13 acres of level usable land. Remaining acreage is wetlands or submerged land. Property has 420 feet of riverfront. The residential structures on the property were not suitable for occupancy. The buyer intends to demolish the buildings.

Analysis of Sale 1: This sale is located on the Indian River in an area of Palm Bay with a mix of waterfront multifamily and single family uses. Location is considered similar and no location adjustment is applicable. The sale property is 1.13 net acres and is smaller in size with negative adjustment given. The sale property has 420 feet of waterfront directly on the Indian River, which is superior with negative adjustment given. The sale property has an irregular configuration with a meandering ravine. The sale is inferior in this regard. Overall, net negative adjustment is given.



## Land Sale No. 2



### Property Identification

Record ID	710
Property Name	Acreage - Waterfront
Address	4301 Dixie Highway, Palm Bay, Brevard County, Florida
Tax ID	2832844

### Sale Data

Grantor	Paula Lee Pantan
Grantee	Turkey Creek Marine
Sale Date	January 06, 2021
Deed Book/Page	8975/695
Property Rights	Fee Simple
Conditions of Sale	Arms Length
Verification	Brevard County Official Recods; Deed

Sale Price	\$475,000
Cash Equivalent	\$475,000

### Land Data

Zoning	Commercial
Topography	Level @ road frontage - slopes steeply to Turkey creek
Utilities	Water & Sewer



## Land Sale No. 2 (Cont.)

### Land Size Information

<b>Gross Land Size</b>	1.920 Acres or 83,635 SF
<b>Useable Land Size</b>	1.670 Acres or 72,745 SF , 86.98%
<b>Unusable Size (Lift Station)</b>	0.250 Acres or 10,890 SF , 13.02%
<b>Front Footage</b>	190 ft US Highway 1; 189 ft Turkey Creek

### Indicators

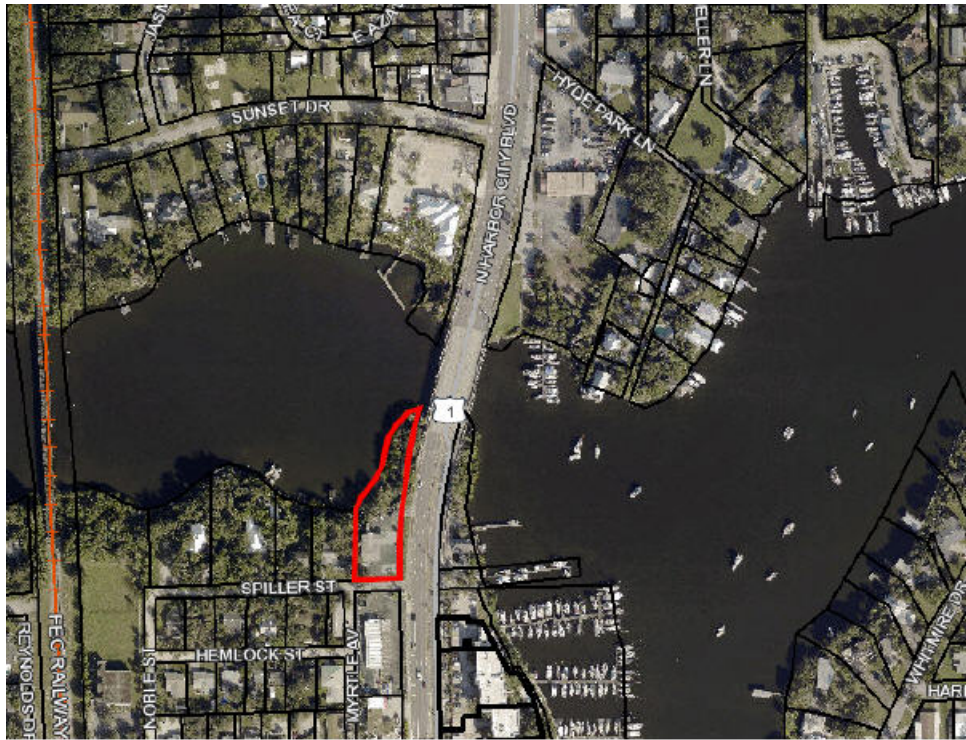
<b>Sale Price/Gross Acre</b>	\$247,396
<b>Sale Price/Useable Acre</b>	\$284,431

### Remarks

Sale is located at the southeast corner of US Highway 1 and Turkey Creek intersection at the Turkey Creek bridge. A lift station is located on the property near the waterfront adjacent to the highway right of way. A dirt road accesses the lift station from US Highway 1. The lift station and the road occupy approximately 0.25 acres. A substantial portion of the road frontage is blocked by railings. The land area at the road frontage and along the south boundary is level with the remaining land area sloping steeply to Turkey Creek.

Analysis of Sale 2: This sale is located on Turkey Creek in an area of Palm Bay in proximity to the subject Parcel 1. Location is considered similar and no location adjustment is applicable. The sale property is 1.67 net acres and is smaller in size with negative adjustment given. The sale property has 189 feet of waterfront directly on Turkey Creek which is less than the Parcel 1. This inferior influence is offset due to the sale having unobstructed access to the ICW which is superior. These influences are offsetting and the waterfront influence is considered similar. The sale property has level uplands but a portion also slopes steeply to Turkey Creek and the sale is inferior in this regard. The sale is also inferior in terms of driveway access which is also attributed to configuration resulting in a significant adjustment for topography/configuration. Overall, net positive adjustment is given.

### Land Sale No. 3



#### Property Identification

<b>Record ID</b>	711
<b>Property Name</b>	Acreage - Waterfront
<b>Address</b>	990 N. Harbor City Boulevard, Melbourne, Brevard County, Florida
<b>Tax ID</b>	2724469

#### Sale Data

<b>Grantor</b>	Stephen O'Rourke
<b>Grantee</b>	Frigates Holdings Melbourne LLC
<b>Sale Date</b>	October 23, 2019
<b>Deed Book/Page</b>	8576/1921
<b>Property Rights</b>	Fee Simple
<b>Conditions of Sale</b>	Arms Length
<b>Verification</b>	Brevard County Official Records; Deed

<b>Sale Price</b>	\$325,000
<b>Cash Equivalent</b>	\$325,000

#### Land Data

<b>Zoning</b>	Commercial
<b>Topography</b>	Level @ Highway-Slopes Steeply to Waterfront
<b>Utilities</b>	Water & Sewer

### Land Sale No. 3 (Cont.)

#### Land Size Information

<b>Gross Land Size</b>	0.700 Acres or 30,492 SF
<b>Useable Land Size</b>	0.700 Acres or 30,492 SF , 100.00%
<b>Front Footage</b>	430 ft US Highway 1; 290 ft Eau Gallie River

#### Indicators

<b>Sale Price/Gross Acre</b>	\$464,286
<b>Sale Price/Useable Acre</b>	\$464,286

#### Remarks

Sale is located at the southwest corner of US Highway 1 and the Eau Gallie River intersection at the bridge. The land area at the road frontage and along the south boundary is level with the remaining land area sloping steeply to the waterfront. The property is improved with a 1967 vintage former gas station that has not been renovated. Value is in the land.

Analysis of Sale 3: This sale is located on the Eau Gallie River in the Melbourne Business District and location is superior with negative adjustment. The sale property is 0.70 net acres and is smaller in size with further negative adjustment given. The sale property's access to the ICW is hindered by a fixed span bridge, like the subject Parcel 1. The sale, however, has 290 feet of waterfront, which is less than the Parcel 1, and is inferior in this regard and positive adjustment is given. The sale property has level uplands but a portion also slopes steeply to the waterfront and the sale is inferior in this regard. Overall, slight net negative adjustment is given.

## Land Sale No. 4



### Property Identification

Record ID	511
Property Name	Residential - Multifamily
Address	84 S. Banana River Drive, Merritt Island, Brevard County, Florida
Tax ID	2460228

### Sale Data

Grantor	Astronaut LLC
Grantee	Sinh Nguyen & Dada Ngo Trustees
Sale Date	June 28, 2018
Deed Book/Page	8206/613
Property Rights	Fee Simple
Conditions of Sale	Arms Length
Verification	Brevard County Public Records; Deed

Sale Price	\$675,000
Cash Equivalent	\$675,000

### Land Data

Zoning	Multifamily
Topography	Level & Cleared
Utilities	Water & sewer

### Land Size Information

Gross Land Size	1.600 Acres or 69,696 SF
Useable Land Size	1.600 Acres or 69,696 SF , 100.00%
Front Footage	250 ft S. Banana River Dr; 320 ft Sykes Creek

## Land Sale No. 4 (Cont.)

### Indicators

**Sale Price/Gross Acre**      \$421,875

**Sale Price/Useable Acre**    \$421,875

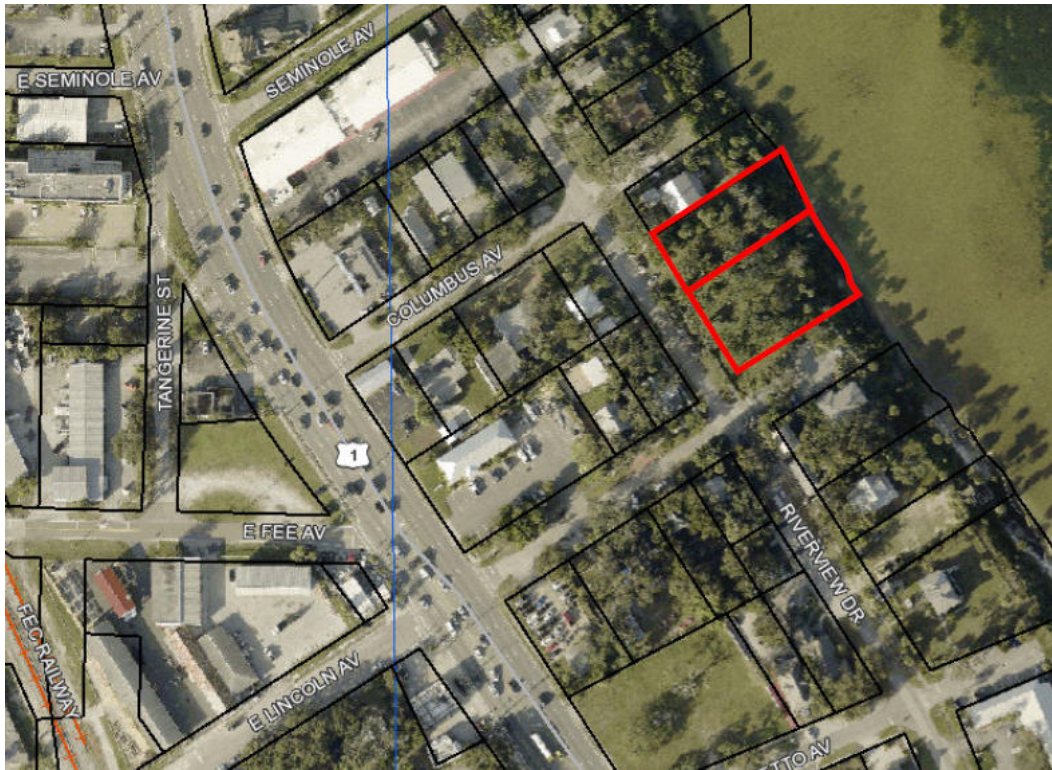
### Remarks

Sale property located on Merritt Island on the west shore of Sykes Creek just south of SR 520. Sykes Creek at this location is navigable. Property is level and mostly cleared with remnants of docks and a bulkhead along the waterfront. Prior plans approved by St Johns River Water Management would permit a 4 story riverfront condo building with 24 units. Overall, this equates to \$28,125 per unit.

Analysis of Sale 4: This sale is located in the Merritt Island Business District in an area of more intense development pressure. Location is superior with negative adjustment. The size is smaller in overall size and further negative adjustment is given. The sale has waterfront on Sykes Creek and the waterfront amenity, overall, is considered similar. The sale property is in close proximity to six lane Merritt Island Causeway and adjacent to a 24 hour convenience store with gas pumps. The sale is similar in topography and configuration. Overall, net negative adjustment is warranted.



## Land Sale No. 5



### Property Identification

<b>Record ID</b>	712
<b>Property Name</b>	Acreage - Waterfront
<b>Address</b>	1705 Riverview Drive, Melbourne, Brevard County, Florida
<b>Tax ID</b>	2816785

### Sale Data

<b>Grantor</b>	Joseph & Priscilla Kwikla
<b>Grantee</b>	Bowden & Shackleford
<b>Sale Date</b>	July 03, 2019
<b>Deed Book/Page</b>	8484/2672 & 2680
<b>Property Rights</b>	Fee Simple
<b>Conditions of Sale</b>	Arms Length
<b>Verification</b>	National Realty-Alan King; 321-480-4673, ML # 525041

<b>Sale Price</b>	\$525,000
<b>Cash Equivalent</b>	\$525,000

### Land Data

<b>Zoning</b>	Commercial
<b>Topography</b>	Level
<b>Utilities</b>	Water & Sewer



## Land Sale No. 5 (Cont.)

### Land Size Information

<b>Gross Land Size</b>	0.740 Acres or 32,234 SF
<b>Useable Land Size</b>	0.740 Acres or 32,234 SF , 100.00%
<b>Front Footage</b>	200 ft Riverview Drive; 200 ft Indian River

### Indicators

<b>Sale Price/Gross Acre</b>	\$709,459
<b>Sale Price/Useable Acre</b>	\$709,459

### Remarks

Located in Downtown Melbourne area on Riverview Drive just north of US 192. Property comprised of two vacant tax parcels. The property has commercial and multifamily development potential. The 0.74 acre parcel was sold by the same seller to two different buyers with a simultaneous closing for \$525,000. One 0.45 acre parcel with 115 front feet sold for \$310,000. The adjacent 0.31 acre with 85 feet of waterfront parcel was sold for \$215,000

Analysis of Sale 5: This sale is located on the Indian River in the Melbourne Business District and location is superior with negative adjustment. The sale property is 0.74 net acres and is smaller in size with further negative adjustment given. The sale, however, has 200 feet of waterfront, which is less than the Parcel 1 and is inferior in this regard. This inferior influence is more than offset by the sale's location on the Indian River with unobstructed access to the ICW. Waterfront amenity is superior and further negative adjustment is given. The sale is similar in topography and configuration. Overall, significant net negative adjustment is given.

The discussed adjustments and resulting indications are summarized in the following grid:

<b>Land Sales Summary and Adjustment Grid - Parcel 1</b>					
	<b>Comparable 1</b>	<b>Comparable 2</b>	<b>Comparable 3</b>	<b>Comparable 4</b>	<b>Comparable 5</b>
Location:	2801 Riverview Drive	4301 Dixie Highway	990 N. Harbor City Boulevard	84 S. Banana River Drive	1705 Riverview Drive
Submarket:	Palm Bay	Palm Bay	Melbourne	Merritt Island	Melbourne
O.R. Book/Page:	8506/934	8975/695	8576/1921	8206/613	8484/2672 &
Seller:	Esther Ellison & Martha Root	Paula Lee Panton	Stephen O'Rourke	Astronaut LLC	Joseph & Priscilla Kwikla
Buyer:	Daniel Kirk	Turkey Creek Marine	Frigates Holdings LLC	Sinh Nguyen & Dada Ngo	Bowden & Shackelford
Date of Sale:	Aug-19	Jan-21	Oct-19	Jun-18	Jul-19
Sale Price:	\$510,000	\$475,000	\$325,000	\$675,000	\$525,000
Site Size (Net Acres):	1.13	1.67	0.70	1.60	0.74
Unadjusted /Net Acre:	\$451,327	\$284,431	\$464,286	\$421,875	\$709,459
<b>Adjustments</b>					
Rights Transferred :	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations:	Market	Market	Market	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Market Conditions :	Stable	Stable	Stable	Stable	Stable
Cash Equiv. \$/Net Acre:	\$451,327	\$284,431	\$464,286	\$421,875	\$709,459
Location:	Similar	Similar	Superior	Superior	Superior
	0%	0%	-20%	-10%	-20%
Site Size (Net Acres):	Smaller	Smaller	Smaller	Smaller	Smaller
	-15%	-10%	-20%	-10%	-20%
Waterfront:	Superior	Similar	Inferior	Similar	Superior
	-10%	0%	10%	0%	-10%
Topography/Configuration:	Inferior	Inferior	Inferior	Similar	Similar
	10%	30%	20%	0%	0%
Net Adjustments:	-15%	20%	-10%	-20%	-50%
Adjusted \$/Net Acre:	\$383,628	\$341,317	\$417,857	\$337,500	\$354,730

The sales, as adjusted, are summarized as follows

<b>Analysis - \$/Unit</b>	<b>Sales 1 - 5</b>
Maximum Adj. \$/Unit	\$417,857
Minimum Adj. \$/Unit	\$337,500
Average Adj. \$/Unit	\$367,007
Midpoint Adj. \$/Unit	\$377,679

All the sales required adjustments for value influences and after adjustment are representative of an appropriate range for the subject. After giving careful consideration to the subject site and all known facts affecting value, it is our opinion

that the market value of the subject site should fall near the mean indication or \$370,000 (RD) per net acre. This takes into consideration the retained rights of public access required pursuant to the scope of this appraisal. Based on the preceding analysis, the overall fee simple value of the subject land is estimated as follows:

<b>ESTIMATE OF LAND VALUE - PARCEL 1</b>				
SIZE -- ACRES	X	\$/ SF	=	ESTIMATED VALUE
3.40	x	\$370,000	=	\$1,258,000
Less Capitalized Value of Submerged Land Rent			-	\$46,600
				<u>\$1,211,400</u>

## **IMPROVEMENT COST ANALYSIS**

The next item to be considered in the cost approach is to estimate typical cost to replace the subject improvements. For the purpose of this analysis, square foot costs were obtained from the Marshall Valuation Service (MVS), based on the construction type and quality for the building components of the subject. The MVS base costs were refined by applying multipliers for current cost and local factors. These refined base costs were then multiplied by the square footage of each respective building component.

The subject is a marina with substantial docks, commercial building shell, and associated site improvements. The building is in average condition resulting in an effective age estimated at 15 years for a depreciation of 30%, based on a 50 year economic life. The docks have been closed for the last 5 years and no maintenance or improvements are known to have been completed. However, they appear to be in average repair with no significant deferred maintenance noted. The docks are entered at a depreciation factor of 35% given a shorter expected economic life. The contributory value of the associated site improvements are entered at their estimated depreciated value contribution.

The older small storage sheds are not included as they do not add measurable contributory value. The MVS cost estimate is shown as follows:

### Marshall Swift Cost Estimate - As Is

Building Component/Type	Retail Stores	Covered Porch	Docks/Bulkhead
MVS Section/Page	13/26	15/35	66/5
Construction Quality	Average	Average	Average
Construction Class	D		
Component SF	1,600 SF	1,104 SF	6,585 SF
Base Cost/SF	\$81.74	\$14.40	\$41.40
Multipliers			
Story Height	1.00	1.00	
No. of Stories	1.00	1.00	
Perimeter	1.00	1.00	
Current	1.03	1.03	1.03
Local	0.96	0.96	0.96
Adjusted Base Cost/SF	\$80.82	\$14.24	\$40.94
Size (SF)	x 1,600 SF	1,104 SF	6,585 SF
Estimated Cost New	\$129,319	\$15,720	\$269,566
Total Building Cost New:	\$414,604		

### SITE IMPROVEMENT COSTS

In addition to building costs, we have considered the additional site improvement costs for items such as paving, fencing, gazebos, and signage. These costs as obtained from MVS and as depreciated are summarized as follows:

### Site Improvement Cost - Depreciated

	Unit Cost	Units	As Depreciated
Boat Pad/Driveway	\$ 3.60 /SF	5,210 SF	\$18,756
Compact Area	\$ 2.40 /SF	8,460 LF	\$20,304
Fencing	\$ 8.40 /LF	1,090 LF	\$9,156
Gazebos	\$ 12.00 /SF	800 SF	\$9,600
Lighting/Signage	Allowance		\$6,000
Estimated Site Costs			\$63,816

### MARSHALL VALUATION SERVICE SUMMARY

Total hard costs, soft costs as depreciation utilizing the Marshall Valuation Service is summarized as follows:

### **Estimated Depreciation & Soft Costs - As Is**

Total Building Cost New		\$414,604
Less, Deferred Maintenance		\$0
Adjusted Cost		<u>\$414,604</u>
Estimated Depreciation %- Docks	35%	(\$94,348)
Estimated Depreciation %- Building/Canopy	30%	<u>(\$43,512)</u>
		\$276,745
Site Improvement Costs As Depreciated		\$63,816
Estimated Depreciated Costs:		\$340,561

This results in the following calculation for the cost approach including land value as previously estimated.

### **COST APPROACH SUMMARY - AS IS - MARINA**

Estimated Depreciated Cost		\$340,561
Land Value (Fee & Leased)		<u>\$1,211,400</u>
Estimated Development Cost		\$1,551,961
Entrepreneurial Profit	0.0%	<u>\$0</u>
Total Development Cost		\$1,551,961
<b>Cost Approach Indicated Value</b>		
<b>Includes Submerged Land</b>		<b>\$1,550,000</b>
<b>Estimate Per Slip</b>		<b>\$27,179</b>

## **THE SALES COMPARISON APPROACH – PARCEL 1**

In developing this approach, we searched for sales of properties considered to be most similar to the subject in terms of marina amenities, navigation access, location, age, condition, and other relevant factors. The unit of comparison will be on a price per slip. There have been a limited number of recent transactions in the general area and sales state wide were considered. The sales most comparable to the subject are summarized as follows:

### IMPROVED SALES SUMMARY TABLE

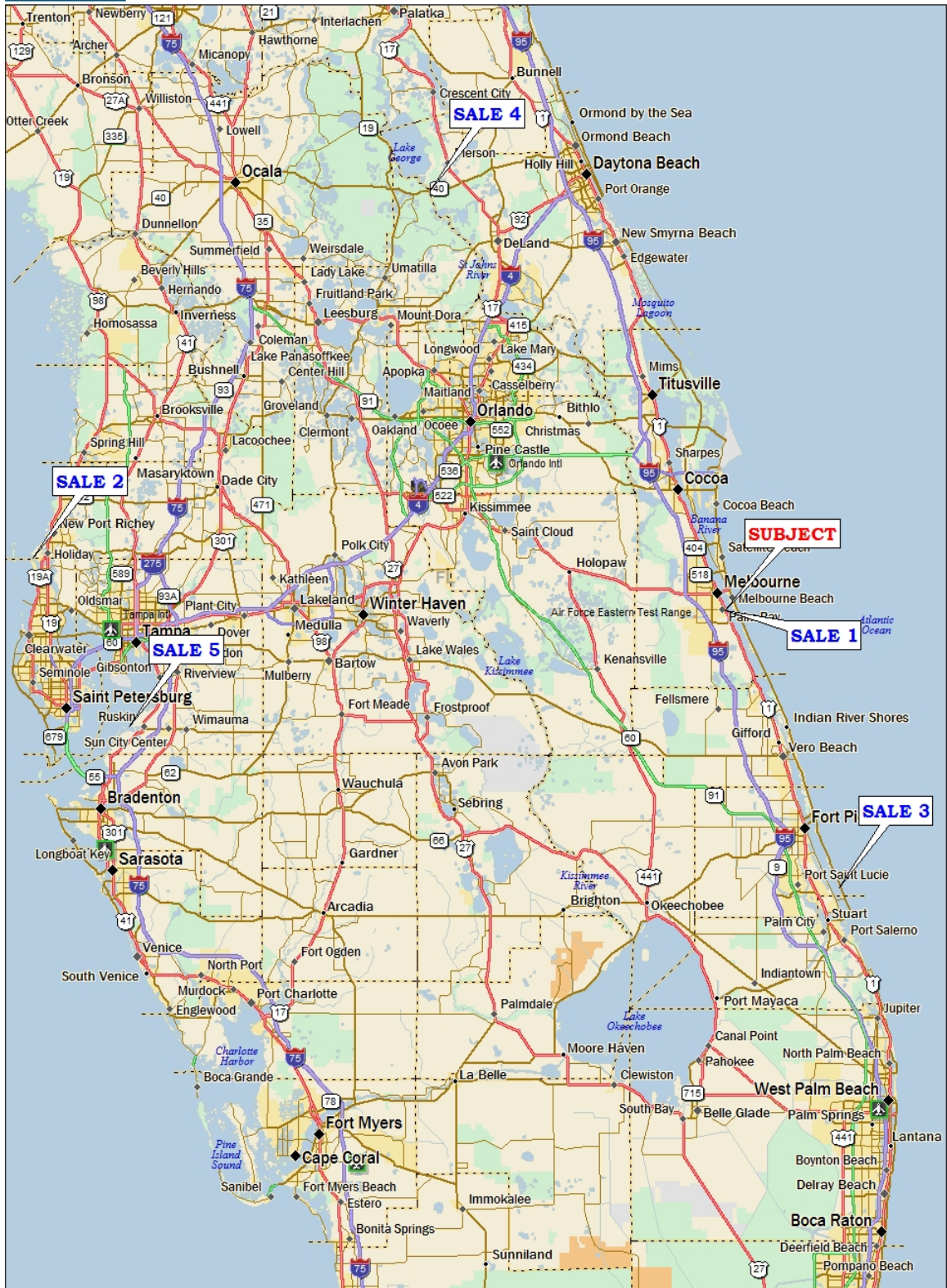
#	Location	Sale Date	Price	Slips	Price/ Slip
1	4350 Dixie Highway, Palm Bay	08/22/2018	\$1,840,000	155	\$11,871
2	1011 Bailles Bluff Rd, Holiday	09/20/2019	\$5,400,000	220	\$24,545
3	Nettles Blvd, Jensen Beach	04/29/2021	\$2,695,500	77	\$24,505
4	Riveredge Rd, Astor	10/30/2020	\$1,500,000	69	\$21,739
5	3340 Shell Point Rd, Ruskin	04/29/2021	\$8,360,000	231	\$36,190

### **DISCUSSION OF COMPARABLE SALES**

The sale price per slip reflects the differences in locations and navigable access. In the evaluation of these influences we have compared the rental rates for the individual marina slips as compared to the market rental data for marinas with similar location and navigable access (fixed span bridge) as the subject. We are applying a rent differential between the subject and the comparable marinas. This rent differential is applied to compensate for location and navigable access. In addition, consideration is the marina size, age, quality and condition, rights of use, and economic factors. A direct comparison of sale price per slip takes each of these factors into consideration. Further, Sales 1 and 2 are 2018 and 2019 sales and a market conditions adjustment is applied given improvement in market conditions. The remaining transactions are representative of current market conditions and no adjustment is applied.

The comparable improved sales are presented and discussed over the following pages:





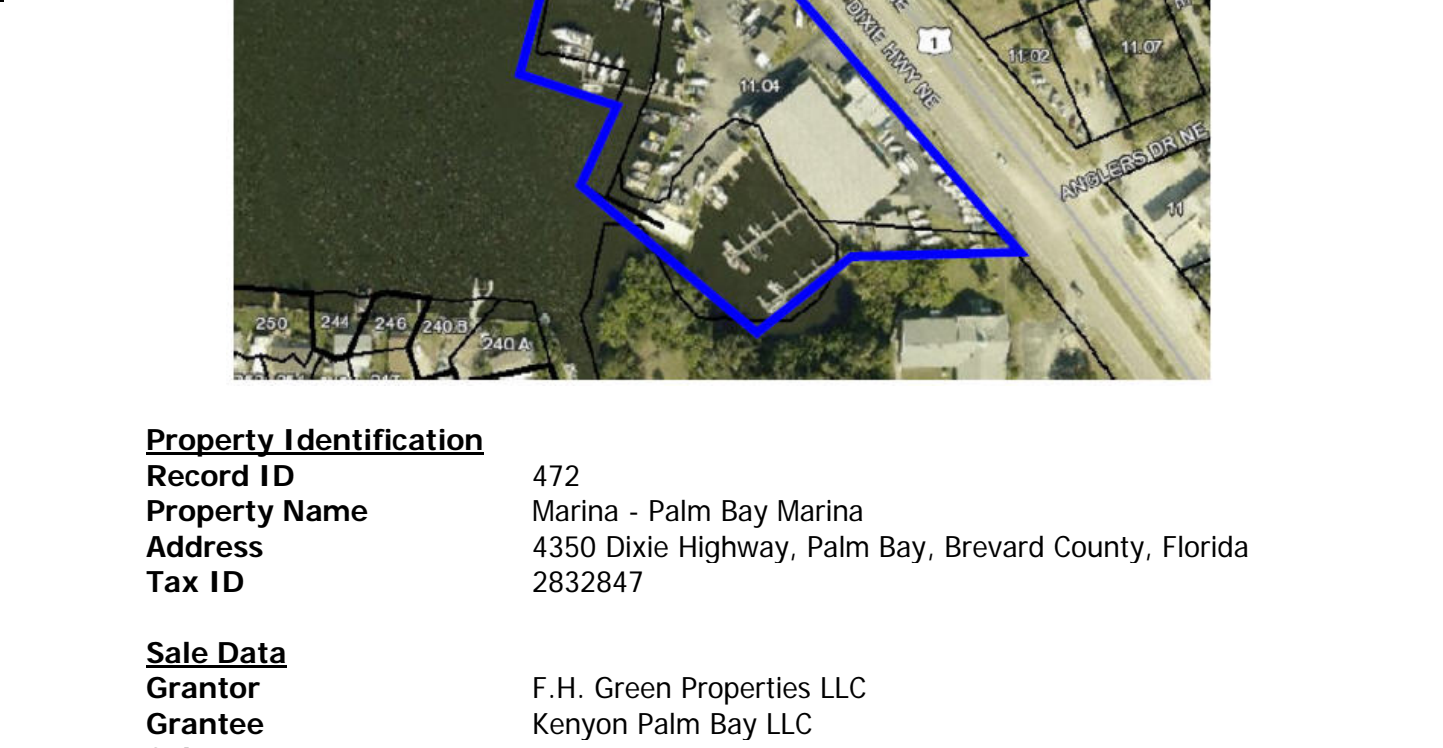
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## Improved Sale No. 1 (Cont.)

### General Physical Data

<b>Building Name</b>	Marina Buildings		
<b>Area Breakdown</b>	Dry Stack	14,850	Partially Enclosed
	Ship Store	780	
	Repair Shop	1,140	
	Sales Office	1,851	
<b>Year Built</b>	1951		

### Indicators

Number of Slips	155
Price Per Slip	\$11,871

### Remarks

The property is located on Turkey Creek on the west side of US Highway 1. The property at the time of sale, although occupied, was not well managed and was also part of an estate sale with motivated heirs. A fixed span bridge with a 15 foot clearance is between the marina and the ICW. The marina land area includes 1.76 acres of uplands, 0.54 acres of fee simple submerged land, and 0.84 acres of leased submerged land. The lease provides for 55 total approved wet slips and 100 dry stack units for the marina as a whole. Fuel sales and pump out facilities are also approved. Improvements include a dry stack building, ships store, boat sales office, and repair shop. The buildings were at the time of sale in average condition and functional for the intended use. Occupancy at the marina was estimated at 50-60% for wet slips and 90% for the dry stack. Please note marketing data indicates a higher wet slip count. We are relying. For the purpose of this analysis we will utilize a slip count of 155 inclusive of approved wet slips and dry stack units.

Discussion Sale 1: This is a 2018 sale of a 155 slip marina (includes 100 dry stack units) across Turkey Creek from the subject. Positive adjustment is given for conditions of sale and market conditions. The sale property has a similar slip rental rate (\$11.00) as what is achievable for the subject property. No rent differential is applied. The number of slips is greater and positive adjustment is applied. The age and condition of the marina improvements and docks is similar to the subject with no adjustment applied. The dry stack facility is included in the slip count and no adjustment is applied. In addition, the sale property although open and operating at the time of sale was poorly managed with a low wet slip occupancy. The sale is slightly superior in economic conditions. Overall, net positive adjustment is applied to the sale price.



## Improved Sale No. 2



### Property Identification

<b>Record ID</b>	570
<b>Property Type</b>	Marina & Dry Stack
<b>Property Name</b>	Anclote Marina
<b>Address</b>	1011 Bailles Bluff Road, Pasco County, Florida
<b>Tax ID</b>	34-26-15-0000-00100-0000

### Sale Data

<b>Grantor</b>	Sound Investments LLC
<b>Grantee</b>	AC Anclote Village Marina
<b>Sale Date</b>	September 20, 2019
<b>Deed Book/Page</b>	9979/1459
<b>Property Rights</b>	Fee Simple
<b>Conditions of Sale</b>	Arms Length
<b>Verification</b>	Colliers International; Matt Putnam, 727-687-3257

<b>Sale Price</b>	\$5,400,000
<b>Cash Equivalent</b>	\$5,400,000

### Land Data

<b>Land Size</b>	2.410 Acres or 104,980 SF
<b>Front Footage</b>	375 ft Bailles Bluff; 290 ft Anclote River
<b>Zoning</b>	Commercial
<b>Topography</b>	Level
<b>Utilities</b>	Water & Sewer

## Improved Sale No. 2 (Cont.)

### Summary for Multiple Buildings

<u>Building Name</u>	<u>Construction Type</u>	<u>Year Built</u>	<u>Sq. Ft.</u>	<u>Sq. Ft.</u>	<u>No. Storie</u> <u>s</u>	<u>Avg. Fl.</u> <u>Ht.</u>
Marina Office	CBS	1985	1,012		1	
Dry Stack	Metal	1985	8,800		4	
Dry Stack	Metal	1985	6,800		4	
Dry Stack	Metal	1990	6,800		4	
Total SF			23,412			

### Indicators

Number of Slips	220
Price/Slip (Dry & Wet)	\$24,545

### Remarks

The Anclote Marina is located on the Anclote River approximately 1.2 miles off of Tampa Bay. No bridges are between the marina and open water. The marina upland area is 2.41 acres. An additional 0.73 acres of leased submerged land is included and is improved with 25 total wet slips. The upland improvements include 3 dry stack buildings with 195 dry stack units, a marina office, and a tiki style restaurant. Fuel sales and pump out facilities are present. The buildings were at the time of sale in average condition and functional for the intended use and the docks were reported to be in fair condition. The docks included electric and water service. Occupancy at the marina was estimated at 90% for wet slips and 100% for the dry stack. Rental rates \$13 to \$14 per foot monthly for both wet and dry storage depending on boat length. The sale was at a 8.2% cap rate.

Discussion Sale 2: This is a 2019 sale of a 220 slip marina (includes 195 dry stack units) on the Anclote River off Tampa Bay. Positive adjustment is given for market conditions. The sale property has a superior slip rental rate (\$13.50) as to what is achievable for the subject property (\$11.00) and a negative adjustment for rent differential is applied. The number of slips is greater and positive adjustment is applied. The age and condition of the marina improvements and docks is similar to the subject with no adjustment applied. The dry stack facility is included in the slip count and no adjustment is applied. In addition, the sale property was operating at stabilized operations at the time of sale and the sale is superior in economic conditions. Overall, slight net negative adjustment is applied to the sale price.

### Improved Sale (Current Contract) No. 3



#### Property Identification

<b>Record ID</b>	571
<b>Property Name</b>	Nettles Island Marina
<b>Address</b>	Nettles Boulevard, St Lucie County, Florida
<b>Tax ID</b>	121182

#### Sale Data

<b>Grantor</b>	Brenton Waverly Corp.
<b>Grantee</b>	Confidential
<b>Sale Date</b>	April 29, 2021 Current Contract
<b>Deed Book/Page</b>	Not Yet Recorded
<b>Property Rights</b>	Fee Simple
<b>Conditions of Sale</b>	Arms Length
<b>Verification</b>	Simply Marinas; George Ash, 305-390-0397

<b>Sale Price</b>	\$2,695,500
<b>Cash Equivalent</b>	\$2,695,500
<b>Downward Adjustment</b>	\$808,650 Retail Building
<b>Adjusted Price</b>	\$1,886,850 Marina

#### Land Data

<b>Land Size</b>	1.500 Acres or 65,340 SF
<b>Front Footage</b>	335 ft Nettles Blvd; 520 ft Intra Coastal Waterway
<b>Zoning</b>	Commercial
<b>Topography</b>	Level
<b>Utilities</b>	Water & Sewer



### Improved Sale No. 3 (Cont.)

#### Summary for Multiple Buildings

<u>Building Name</u>	<u>Construction Type</u>	<u>Year Built</u>	<u>Net Sq. Ft.</u>
Office-Retail	Siding over Frame	1973	7,100
Warehouse	Concrete Block	1980	2,230
Net SF			9,330

#### Indicators

Number of Slips	77
Sale Price/Slip	\$24,504

#### Remarks

This comp is a current contract. The Nettles Isle Marina is located on the Intra Costal Waterway approximately 10 miles to the St. Lucie Inlet. The marina upland area is 1.5 acres. An additional 2.84 acres of leased submerged land is included and is improved with 77 total wet slips with 16 of the slips having boat lifts. The upland improvements include an office retail building and a warehouse building that are leased. Reportedly the income from the buildings constituted 30% of the marina income. The sales price will be adjusted based on this allocation reported by the broker. Fuel sales and pump out facilities are present. The buildings were at the time of sale in average condition and functional for the intended use and the docks were reported to be in fair condition. The wood docks included electric and water service. Occupancy at the marina was estimated at 90% for wet slips. Rental rates \$12 to \$13 per foot monthly depending on boat length. The contract price indicates a 7.8% cap rate.

Discussion Sale 3: This is a current contract for a 77 slip marina with no dry stack units on the Intra Coastal Waterway in Jensen Beach. The sale property has a superior slip rental rate as to what is achievable for the subject property and a negative adjustment for rent differential is applied. The number of slips is greater and positive adjustment is applied. The age and condition of the marina improvements and docks is similar to the subject with no adjustment applied. In addition, the sale property was operating at stabilized operations at the time of sale and the sale is superior in economic conditions. Overall, slight net negative adjustment is applied to the sale price.

## Improved Sale No. 4



### Property Identification

Record ID	572
Property Name	Astor Marina
Address	Riveredge Road, Volusia County, Florida
Tax ID	2033606

### Sale Data

Grantor	Port O Call Yacht Club LLC
Grantee	Astor Big Fish LLC
Sale Date	October 30, 2020
Deed Book/Page	7936/4890
Property Rights	Fee Simple
Conditions of Sale	Arms Length
Verification	SVN Real Estate; David Kendall, 561-723-8463

Sale Price	\$1,500,000
Cash Equivalent	\$1,500,000

### Land Data

Land Size	7.320 Acres or 318,859 SF
Front Footage	1090 ft SR 40 & Riveredge; 320 ft St Johns River; 1300 ft Basin Waterfront
Zoning	Commercial
Topography	Level
Utilities	Water & Sewer

### Improved Sale No. 4 (Cont.)

#### Summary for Multiple Buildings

<u>Building Name</u>	<u>Construction Type</u>	<u>Year Built</u>	<u>Gross Sq. Ft.</u>	<u>Sq. Ft.</u>	<u>No. Stories</u>	<u>Avg. Ft. Ht.</u>
Motel	Concrete Block	1947	6,700		1	
Apartment		1954	1,860			
Restaurant		1954	2,000			
Gross SF	10,560					

#### Indicators

Number of Slips	69
Sale Price/Slip	\$21,739

#### Remarks

The Astor Bridge Marina is located on the St Johns River in the Rural Community of Astor. The gross fee simple acreage is 7.32 acres. The upland area is 4.70 acres with 2.62 acres of fee simple submerged land that forms a boat basin. The boat basin is improved with 69 total wet slips. The upland improvements include a 9 unit motel with office, a marina office, a 3 unit building, and a mom/pop restaurant. Fuel sales and pump out facilities are present. The buildings were at the time of sale in fair condition. The docks were reported to be in average condition. The docks included electric and water service. Occupancy at the marina was estimated at 50% for wet slips and 100% for the dry stack. Rental rate \$8.50 per foot monthly for the wet slips and a live aboard fee of \$100 per month. The sale did not have a cap rate. The broker reported the uplands presented a re-development opportunity with focus on the marina boat basin. The motel operated at a break even but was a "draw" for the marina operation. The limited profit was attributable to the marina.

Discussion Sale 4: This is a 2020 sale of a 69 slip marina with no dry stack units on the St. Johns River in the rural riverfront community of Astor. The sale property has a inferior slip rental rate (\$8.50) as to what is achievable for the subject property (\$11.00) and a positive adjustment for rent differential is applied. The number of slips is similar. The age and condition of the marina improvements and docks is similar to the subject with no adjustment applied. In addition, the sale property was operating at a low occupancy rate at the time of sale and the sale is slightly superior in economic conditions. Overall, net positive adjustment is applied to the sale price.

## Improved Sale (Current Contract) No. 5



### Property Identification

<b>Record ID</b>	573
<b>Property Name</b>	Shell Point Marina
<b>Address</b>	3340 Shell Point Road, Ruskin, Hillsborough County, Florida
<b>Tax ID</b>	319230000

### Sale Data

<b>Grantor</b>	Marcus's Fieldbrook Inc
<b>Grantee</b>	Confidential
<b>Sale Date</b>	April 29, 2021 Current Contract
<b>Deed Book/Page</b>	Not Yet Recorded
<b>Property Rights</b>	Fee Simple
<b>Conditions of Sale</b>	Arms Length

<b>Sale Price</b>	\$8,360,000
<b>Cash Equivalent</b>	\$8,360,000

### Land Data

<b>Land Size</b>	3.650 Acres or 158,994 SF
<b>Front Footage</b>	600 ft Shell Point Road; 365 ft Waterfront
<b>Zoning</b>	Commercial
<b>Topography</b>	Level
<b>Utilities</b>	Water & Sewer

### Improved Sale No. 5 (Cont.)

#### Summary for Multiple Buildings

<u>Building Name</u>	<u>Construction Type</u>	<u>Year Built</u>	<u>Gross Sq. Ft.</u>	<u>Sq. Ft.</u>	<u>No. Stories</u>	<u>Avg. Fl. Ht.</u>
Dry Rack Storage		2004	6,480			
Dry Stack Storage		2004	4,930			
Office		2004	900			
Gross SF			12,310			

#### Indicators

Number of Slips	231
Price Per Slip (Dry & Wet)	\$36,190

#### Remarks

This comp is a current contract. The Shell Point Marina is located on 1 mile off Tampa Bay. The marina upland area is 3.65 acres. An additional 2.13 acres of leased submerged land is included and is improved with 45 total wet slips. The upland improvements include an office and three dry stack racks for 186 boats. Fuel sales and pump out facilities are present. The buildings were at the time of sale in average condition and functional for the intended use and the docks were reported to be in good condition. The composite docks included electric and water service. Occupancy at the marina was estimated at 95% for wet slips. Rental rates \$16 per foot monthly. In addition to the wet and dry storage the surrounding open space has numerous boats on blocks. The contract price indicates a 8.1% cap rate.

Discussion Sale 4: This is a current contract for a 231 slip marina with 186 dry stack units off of Tampa Bay in Ruskin. The sale property has a superior slip rental rate (\$16) as to what is achievable for the subject property (\$11) and a negative adjustment for rent differential is applied. The number of slips is greater and positive adjustment is applied. The age and condition of the marina improvements and docks is slightly superior to the subject with negative adjustment applied. In addition, the sale property was operating at stabilized operations at the time of sale and the sale is superior in economic conditions. Overall, net negative adjustment is applied to the sale price.

## ADJUSTMENT GRID – IMPROVED SALES

The previously discussed adjustments as applied are summarized in the following grid:

<b>Improved Sales Summary and Adjustment Grid</b>					
	<b>Comparable 1</b>	<b>Comparable 2</b>	<b>Comparable 3</b>	<b>Comparable 4</b>	<b>Comparable 5</b>
Property Name:	Marina - Palm Bay	Marina	Marina	Marina	Marina & Dry
Location:	4350 Dixie	1011 Bailles Bluff	Nettles Boulevard	Riveredge Road	3340 Shell Point
Submarket:	Palm Bay	Holiday	Jensen Beach	Astor	Ruskin
O.R. Book/Page:	8247/939	9979/1459	Not Yet Recorded	7936/4890	Not Yet Recorded
	F.H. Green	Sound	Brenton Waverly	Port O Call Yacht	Marcus Fieldbrook
Seller:	Properties LLC	Investments LLC	Corp.	Club LLC	Inc
	Kenyon Palm Bay	AC Anclothe Village	Confidential	Astor Big Fish	Confidential
Buyer:	LLC	Marina		LLC	
Date of Sale:	Aug-18	Sep-19	Apr-21	Oct-20	Apr-21
Sale Price:	\$1,840,000	\$5,400,000	\$2,695,500	\$1,500,000	\$8,360,000
Adjusted Sale Price:			\$1,886,850		
No of Slips:	155	220	77	69	231
Unadjusted \$/Slip:	\$11,871	\$24,545	\$24,505	\$21,739	\$36,190
<b>Adjustments</b>					
Rights Transferred :	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations:	Market	Market	Market	Market	Market
Conditions of Sale:	10.00%	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Market Conditions :	15.00%	10.00%	Stable	Stable	Stable
Cash Equiv. \$/Sq. Ft.:	\$14,839	\$27,000	\$24,505	\$21,739	\$36,190
Rent Differential:	Similar	Superior	Superior	Inferior	Superior
	0%	-20%	-10%	30%	-30%
Marina Size (Units.):	Inferior	Inferior	Inferior	Similar	Inferior
	20%	25%	10%	0%	20%
Year Built/Condition:	Similar	Similar	Similar	Similar	Superior
	0%	0%	0%	0%	-10%
Vehicle Access:	Similar	Similar	Similar	Similar	Similar
	0%	0%	0%	0%	0%
Economic Factors:	Superior	Superior	Superior	Superior	Superior
	-10%	-20%	-20%	-10%	-20%
Net Adjustments:	10%	-15%	-20%	20%	-40%
Adjusted Price/Sq. Ft.:	\$16,323	\$22,950	\$19,604	\$26,087	\$21,714

The sales and listing data, as adjusted, are summarized as follows:

<b>Analysis - \$/Unit</b>	<b>Sales 1 - 5</b>
Maximum Adj. \$/Unit	\$26,087
Minimum Adj. \$/Unit	\$16,323
Average Adj. \$/Unit	\$21,335
Midpoint Adj. \$/Unit	\$21,205



All of the sales required adjustments for value influences and after adjustment are representative of an appropriate range for the subject. Sale #1 is most similar to the subject in terms of location but is a 2018 sale and was reportedly poorly managed and the business operations may have impacted the price of the real property. Based on other sales data, the price appears to have been favorable to the buyer. Sale 1 is relied upon with least confidence and is recited primarily due to the proximity to the subject. The remaining sales are weighted with equal emphasis.

After giving careful consideration to the subject site and all known facts affecting value, it is our opinion that the market value of the subject site should fall between the average and the upper limit of the adjusted range due to the limited availability of similar properties. Based on the preceding analysis, the overall value of the subject marina is estimated as follows:

<b>ESTIMATE OF VALUE - MARINA</b>				
SIZE -- SLIPS	X	\$/ Slip	=	ESTIMATED VALUE
56.00	X	\$24,000	=	\$1,344,000
As Rounded			=	\$1,344,000

## **RECONCILIATION OF VALUE – PARCEL 1**

The value indications are summarized as follows:

<b>ESTIMATES OF VALUE - PARCEL 1</b>	
COST APPROACH	\$1,550,000
INCOME APPROACH	NA
MARKET APPROACH	\$1,344,000

In reconciling to a value conclusion, the cost approach and sales comparison approach included confirmed sales data and contributory value of the depreciated improvements based on Marshall's Valuation Service as well as contractor data garnered online from reputable sources. We have placed equal emphasis on both these approaches. This results in the following conclusion.

**ESTIMATE OF VALUE – PARCEL 1**  
**\$1,450,000**

## **THE SALES COMPARISON APPROACH – PARCEL 2**

In developing this approach, we will utilize the same sales data as previously recited in the analyses of Parcel 1. The sales most comparable to the subject are summarized as follows for convenience to the reader:

**COMPARABLE LAND SALES SUMMARY TABLE**

#.	Location	Sale Date	Price	Net Acres	\$/Acre
1	2801 Riverview Dr, Palm Bay	08/02/2019	\$510,000	1.13	\$451,327
2	4301 Dixie Highway, Palm Bay	01/06/2021	\$475,000	1.67	\$284,431
3	990 Harbor City Blvd, Melbourne	10/23/2019	\$325,000	0.70	\$464,286
4	84 Banana River Dr, Merritt Isle	06/28/2018	\$675,000	1.60	\$421,875
5	1705 Riverview Dr, Melbourne	07/03/2019	\$525,000	0.74	\$709,459

In the following analysis, the sales are compared to the subject Parcel 2. In addition, a value influence adjustment will be applied for adjacent uses.

Adjacent Uses – Properties are influenced by adjacent land uses. The subject property is located adjacent to the FEC main railroad tracks. Also, the City intends to retain public access along the waterfront for pedestrian uses. These are considered negative influences. The sales will be compared to the subject Parcel 2 and adjusted, as needed, with consideration to these influences.

## **DISCUSSION OF ADJUSTMENTS – PARCEL 2**

Analysis of Sale 1: This sale is located on the Indian River in an area of Palm Bay with a mix of waterfront multifamily and single family uses. Location is considered similar and no location adjustment is applicable. The sale property is 1.13 net acres and is smaller in size with negative adjustment given. The sale property has 420 feet of waterfront directly on the Indian River, which is superior with negative adjustment given. The sale property has an irregular configuration with a meandering ravine. The sale is inferior in this regard. The sale is superior recognizing the adjacent uses and further negative adjustment is given. Overall, slight net negative adjustment is given.

Analysis of Sale 2: This sale is located on Turkey Creek in an area of Palm Bay in proximity to the subject Parcel 2. Location is considered similar and no location adjustment is applicable. The sale property is 1.67 net acres and is smaller in size with negative adjustment given. The sale property has 189 feet of waterfront directly on Turkey Creek which is less than the Parcel 1. This inferior influence is offset due to the sale having unobstructed access to the ICW which is superior. These influences are offsetting and the waterfront influence is considered similar. The sale property has level uplands but a portion also slopes steeply to Turkey Creek and the sale is inferior in this regard. The sale is superior recognizing the adjacent uses and further negative adjustment is given. Overall, the adjustments are offsetting.

Analysis of Sale 3: This sale is located on the Eau Gallie River in the Melbourne Business District and location is superior with negative adjustment. The sale property is 0.70 net acres and is smaller in size with further negative adjustment given. The sale property's access to the ICW is hindered by a fixed span bridge, like the subject Parcel 1. The sale, however, has 290 feet of waterfront, which is less than the Parcel 1, and is inferior in this regard and positive adjustment is given. The sale property has level uplands but a portion also slopes steeply to the waterfront and the sale is inferior in this regard. The sale is superior recognizing the adjacent uses and further negative adjustment is given. Overall, net negative adjustment is given.

Analysis of Sale 4: This sale is located in the Merritt Island Business District in an area of more intense development pressure. Location is superior with negative adjustment. The size is smaller in overall size and further negative adjustment is given. The sale has waterfront on Sykes Creek and the waterfront amenity, overall, is considered similar. The sale is similar in topography and configuration. The sale property is in close proximity to six lane Merritt Island Causeway and adjacent to a 24 hour convenience store with gas pumps. Adjacent uses are considered similar. Overall, net negative adjustment is warranted.

Analysis of Sale 5: This sale is located on the Indian River in the Melbourne Business District and location is superior with negative adjustment. The sale property is 0.74 net acres and is smaller in size with further negative adjustment given. The sale, however, has 200 feet of waterfront, which is less than the Parcel 1 and is inferior in this regard. This inferior influence is more than offset by the sale's location on the Indian River with unobstructed access to the ICW. Waterfront amenity is superior and further negative adjustment is given. The sale is similar in topography and configuration. The sale is superior recognizing the adjacent uses and further negative adjustment is given. Overall, significant net negative adjustment is given.

The discussed adjustments and resulting indications are summarized in the following grid:

<b>Land Sales Summary and Adjustment Grid - Parcel 2</b>					
	<b>Comparable 1</b>	<b>Comparable 2</b>	<b>Comparable 3</b>	<b>Comparable 4</b>	<b>Comparable 5</b>
Location:	2801 Riverview Drive	4301 Dixie Highway	990 N. Harbor City Boulevard	84 S. Banana River Drive	1705 Riverview Drive
Submarket:	Palm Bay	Palm Bay	Melbourne	Merritt Island	Melbourne
O.R. Book/Page:	8506/934	8975/695	8576/1921	8206/613	8484/2672 &
Seller:	Esther Ellison & Martha Root	Paula Lee Panton	Stephen O'Rourke	Astronaut LLC	Joseph & Priscilla Kwikla
Buyer:	Daniel Kirk	Turkey Creek Marine	Frigates Holdings LLC	Sinh Nguyen & Dada Ngo	Bowden & Shackelford
Date of Sale:	Aug-19	Jan-21	Oct-19	Jun-18	Jul-19
Sale Price:	\$510,000	\$475,000	\$325,000	\$675,000	\$525,000
Site Size (Net Acres):	1.13	1.67	0.70	1.60	0.74
Unadjusted /Net Acre:	\$451,327	\$284,431	\$464,286	\$421,875	\$709,459
<b>Adjustments</b>					
Rights Transferred :	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations:	Market	Market	Market	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Market Conditions :	Stable	Stable	Stable	Stable	Stable
Cash Equiv. \$/Net Acre:	\$451,327	\$284,431	\$464,286	\$421,875	\$709,459
Location:	Similar	Similar	Superior	Superior	Superior
	0%	0%	-20%	-10%	-20%
Site Size (Net Acres):	Smaller	Smaller	Smaller	Smaller	Smaller
	-15%	-10%	-20%	-10%	-20%
Waterfront:	Superior	Similar	Inferior	Similar	Superior
	-10%	0%	10%	0%	-10%
Topography/Configuratio	Inferior	Inferior	Inferior	Similar	Similar
	10%	20%	20%	0%	0%
Adjacent Uses:	Superior	Superior	Superior	Similar	Superior
	-15%	-15%	-15%	0%	-15%
Net Adjustments:	-30%	-5%	-25%	-20%	-65%
Adjusted \$/Net Acre:	\$315,929	\$270,210	\$348,214	\$337,500	\$248,311

The sales, as adjusted, are summarized as follows

<b>Analysis - \$/Unit</b>	<b>Sales 1 - 5</b>
Maximum Adj. \$/Unit	\$348,214
Minimum Adj. \$/Unit	\$248,311
Average Adj. \$/Unit	\$304,033
Midpoint Adj. \$/Unit	\$298,263

All the sales required adjustments for value influences and after adjustment are representative of an appropriate range for the subject. All the sales are weighted equally. After giving careful consideration to the subject site and all known facts affecting value, it is our opinion that the market value of the subject Parcel 2 should fall between the mean and midpoint indications or \$300,000 per net acre. Based on

the preceding analysis, the overall fee simple value of the subject Parcel 2 land is estimated as follows:

<b>ESTIMATE OF LAND VALUE - PARCEL 2</b>				
SIZE -- ACRES	X	\$/ SF	=	ESTIMATED VALUE
2.30	x	\$300,000	=	\$690,000
As Rounded			=	\$690,000

### **THE SALES COMPARISON APPROACH – PARCEL 3**

In the highest and best use discussions it was determined that the highest and best use for Parcel 3 was assemblage with Parcel 2. In estimating the value for Parcel 3 we will allocate the same price per unit indication as was estimated for Parcel 2 or \$300,000 per net acre. This results in the following calculation.

<b>ESTIMATE OF LAND VALUE - PARCEL 3</b>				
SIZE -- ACRES	X	\$/ SF	=	ESTIMATED VALUE
0.24	x	\$300,000	=	\$72,000
As Rounded			=	\$70,000

### **ESTIMATE OF VALUE – THREE PARCELS AS COMBINED**

The value estimate for the subject parcels as combined takes into consideration that Parcel 1 and Parcel 2 when considered independently have individual unique characteristics could be assembled into one mixed use development. Parcel 3 has a highest and best use as assembled with Parcel 2. Therefore, the value estimate for the subject parcels as combined is a summation of the parts. In considering the summation, no discounting of value is considered appropriate and no additional plottage value is considered to be appropriate through an assemblage of the parcels.

This results in the following calculation.

<b>ESTIMATE OF LAND VALUE - AS ASSEMBLED</b>			
Parcel 1 - Marina	=		\$1,450,000
Parcel 2 - Excess Land	=		\$690,000
Parcel 3 - Excess Land	=		\$70,000
As Combined	=		\$2,210,000
As Rounded	=		\$2,200,000



## **ESTIMATED EXPOSURE TIME**

Exposure time defined is:

“The estimated length of time the property being appraised would have been offered on the open market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon analysis of past events assuming a competitive and open market.” \*

Based on market data considered in this appraisal, estimated exposure time is represented as one year or less, assuming competitive pricing and aggressive marketing.

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\* USPAP Current Edition, The Appraisal Foundation.

## **GENERAL AREA DESCRIPTION**

Brevard County is centrally located on the east coast of the state of Florida. A discussion of physical, social, governmental and economic characteristics which influence the subject follows.

### **OVERVIEW/HISTORY**

Brevard County, with some 72 miles of coastline, has more ocean frontage than any other county in Florida. The extensive coastline and barrier island provide a wealth of recreational opportunities to the area, supported by the region's favorable climate. Due to this extensive length from north to south, the county is commonly divided into three distinct geographical areas which are referred to as North, Central, and South Brevard.

North Brevard County includes the cities of Titusville and Cape Canaveral, as well as extensive unincorporated areas and government owned land. The north area of the county has historically been closely tied to the space program and Kennedy Space Center, as well as related aerospace industries. Also, the county seat and some of the county offices are in Titusville.

Central Brevard County includes the cities of Cocoa and Rockledge on the mainland, and Cocoa Beach on the barrier island. Merritt Island is a large unincorporated community situated on the island between the Indian and Banana Rivers. Cocoa Beach has historically been dependent on the tourism industry. Patrick Air Force Base is located on the barrier island to the south of Cocoa Beach.

South Brevard County includes the Cities of Palm Bay, Melbourne and West Melbourne, as well as the Viera and Suntree planned developments. This has been the fastest growing area of the county, due to the extensive development occurring in Palm Bay and Viera in particular. Many of the county offices are located in the Viera Government Center. Major industries in South Brevard include a number of large aerospace and technology related companies. The Melbourne Airport is also located in this area.

Perhaps the most significant segment of the local economy is the aviation/electronics-related industries that have located here. Partially as a "spin-off" of the space program, many Fortune 500 companies have located in Brevard County. As a result, it has been said that Brevard County has become a major technology center in the county.

### **JOB GROWTH:**

Brevard County has been one of the nation's biggest job growth success stories over the past three years. Annual employment gains have exceeded the national average for 21 consecutive months and 41 months out of the past 42. During this stretch, Brevard County has averaged an annual growth rate of 3.5%, more than twice the nation's average of 1.7%.

Led by a resurgent privatized space sector, headlined by SpaceX and Blue Origin, and increased defensive contract work such as Lockheed Martin and Northrup Grumman, Brevard County has added 26,400 jobs since the start of 2016. The prospects for continued future growth appear bright, with employers such as OneWeb Satellites investing heavily in the market.

#### NORTH BREVARD COUNTY:

Commercial rocket companies SpaceX and Blue Origin have arrived as the state and Space Florida invested in launch and manufacturing facilities. Boeing came to build its Starliner space capsule. Lockheed came to build its Orion deep-space crew transport, Blue Origin arrived to build a rocket factory for its New Glenn rocket and OneWeb came to build satellites. Florida, which for the most part was the place that launched spaceships; but didn't build them; suddenly did both. Some of the largest aerospace and defense contractors in the country are now focused on KSC.

The Boeing Co. and the privately held SpaceX received contracts as part of the Commercial Crew Program. In addition, Sierra Nevada Corporation (SNC) and XCOR are pursuing contracts with NASA. Blue Origin plans to develop 90 acres south of their 475,000 square foot manufacturing center at Space Center's Exploration Park.

The economic impact of Port Canaveral operations based on the results of the most current economic impact study released at the Canaveral Port Authority's Board of Commissioners meeting indicated the Port's total economic contribution resulted in \$1.94 billion in direct impact in the Central Florida economy, which contributed to the direct employment of more than 17,200 workers who received \$729.4 million in wages.

Port Canaveral is the home port of several cruise ships operated by Carnival, Disney, Royal Caribbean and Norwegian Cruise Lines with 6 cruise existing terminals numbered 1, 2, 5, 6, 8 and 10. Port Canaveral hosts nearly 5 million cruise passengers through its state-of-the-art terminals. Revenues from cruise operations totaled \$81.9 million. **Multi-day passenger movements at Port Canaveral, the world's second busiest cruise port were 4,634,154 in 2019, compared to 4,568,431 in 2018.**

The Canaveral Port Authority and Carnival Cruise Line will invest in building and equipping a new two-story 185,000-sq. ft. terminal (Terminal 3) to accommodate the Mardie Gras, which will have a maximum capacity of approximately 6,500 guests. Constructing the new CT-3 terminal, plus an adjacent elevated parking facility to accommodate nearly 1,800 vehicles, and related wharf, road and access improvements will total \$150 million.

The port generates the moving of more than 6 million of tons of cargo annually, including bulk, break-bulk, project, and containerized. Cargo tonnage rose to 6,487,769 tons.

Jetty Park is also one of the most sought-after recreation points of interest in Brevard County.

#### SOUTH BREVARD COUNTY:

The Orlando-Melbourne International Airport has regularly scheduled flight service with the largest being Delta Airlines. The airport currently serves approximately 400,000 passengers annually, but has the capacity to serve roughly 2 million passengers. Orlando Melbourne Airport is currently serviced by American, Delta, Elite and Porter Airlines with non stop flights to various destinations and connecting hubs. The airport is less than a half hour from Port Canaveral; less than an hour from Orlando's world-famous theme parks; and 30 minutes from Kennedy Space Center. The airport serves as the southern hub for Foreign Trade Zone

136, headquartered at the port. MLB generates more than \$1.1 billion annually in economic activity. With more than 6,000 people currently working daily at the airport, MLB ranks as one of Brevard County's top employment centers. Fortune 500 giants including General Electric, Harris Corp. and Northrop Grumman recognize the benefits of increasing synergies with a broad pool of skilled employees in this area. Recent additions to the tenant family will add nearly 2,000 new, high-paying jobs at the airport.

Surrounding the airport are a number of significant employers including Northrup-Grumman, Embraer, Rockwell Collins, General Electric, Thales, Medical Data Systems, Alston Signaling, DRS Optronics, Health First and Holmes Regional Medical Center and Kindred Hospital. In addition L-3 Communications and Harris Corporation have merged to form one of the top ten defense contractors with a stock deal valued at \$33.5 billion and headquarters is based in Melbourne. Most of these major employers are located on leased land owned by the airport authority. The Orlando Melbourne Airport industrial campus comprises a significant portion of the economic base in Brevard County.

The Embraer 236,000 square-foot facility features four buildings including an assembly hangar, a paint facility, a completion center, a flight preparation facility, and a new delivery center. Embraer will add 600 new jobs to its almost 600 employees in the area, ramping up hiring through 2020. Northrop Grumman has continued to expand the project, known as Project Magellan. Northrop Grumman reportedly invested approximately \$500 million in new capital investments at the Melbourne International Airport. The expansion brings up to 1,800 new jobs to Brevard County with nearly one million square feet of office/engineering space. The project was broken down into two phases. Phase One consisted of the construction of approximately 220,000 square foot building and the addition of 300 jobs. Phase Two was the construction of an additional approximately 500,000 square foot facility and 1,500 more jobs.

L-3 Harris Corporation and Intersil have substantial facilities on the north and south sides of Palm Bay Road. L-3 Harris is the largest private sector employer in Brevard County employing about 6,000 people. Their substantial presence in the immediate neighborhood is a significant economic benefit. Harris recently completed a 450,000 SF high tech engineering/office building south of Palm Bay Road. The cost of this facility is reportedly \$150 million and this investment confirms Harris' commitment to Palm Bay.

The following summary is the most recent data provided by the Economic Development Commission of Florida's Space Coast.



## Civilian Labor Force Profile

Brevard County, FL  
Brevard County, FL (12009)  
Geography: County

Prepared by Esri

2020 Labor Force						
Age Group	Population	Employed	Unemployed	Unemployment Rate	Labor Force Participation Rate	Employment-Population Ratio
16+	521,303	259,417	23,606	8.3%	54.3%	49.8%
16-24	56,130	27,975	3,965	12.4%	56.9%	49.8%
25-54	213,552	155,702	13,911	8.2%	79.4%	72.9%
55-64	99,536	54,614	4,298	7.3%	59.2%	54.9%
65+	152,085	21,126	1,432	6.3%	14.8%	13.9%

Industry	Employed	Percent	US Percent	Location Quotient
Total	259,417	100.0%	100.0%	-
Agriculture/Forestry/Fishing	1,038	0.4%	1.3%	0.31
Mining/Quarrying/Oil & Gas	78	0.0%	0.5%	0.00
Construction	18,863	7.3%	7.4%	0.99
Manufacturing	27,401	10.6%	10.6%	1.00
Wholesale Trade	4,560	1.8%	2.5%	0.72
Retail Trade	28,579	11.0%	9.7%	1.13
Transportation/Warehousing	11,739	4.5%	4.7%	0.96
Utilities	1,735	0.7%	0.9%	0.78
Information	3,689	1.4%	1.8%	0.78
Finance/Insurance	7,982	3.1%	4.9%	0.63
Real Estate/Rental/Leasing	5,979	2.3%	2.1%	1.10
Professional/Scientific/Tech	23,554	9.1%	8.2%	1.11
Management of Companies	267	0.1%	0.1%	1.00
Admin/Support/Waste Management	12,977	5.0%	3.9%	1.28
Educational Services	19,808	7.6%	9.7%	0.78
Health Care/Social Assistance	38,375	14.8%	15.1%	0.98
Arts/Entertainment/Recreation	5,417	2.1%	1.6%	1.31
Accommodation/Food Services	20,137	7.8%	5.6%	1.39
Other Services (Excluding Public)	12,687	4.9%	4.6%	1.07
Public Administration	14,552	5.6%	4.8%	1.17

Occupation	Employed	Percent	US Percent	Location Quotient
Total	259,417	100.0%	100.0%	-
White Collar	163,058	62.9%	61.8%	1.02
Management	24,484	9.4%	10.2%	0.92
Business/Financial	11,561	4.5%	5.1%	0.88
Computer/Mathematical	8,204	3.2%	3.0%	1.07
Architecture/Engineering	11,942	4.6%	2.0%	2.30
Life/Physical/Social Sciences	1,510	0.6%	0.9%	0.67
Community/Social Service	3,863	1.5%	1.8%	0.83
Legal	2,245	0.9%	1.2%	0.75
Education/Training/Library	13,206	5.1%	6.4%	0.80
Arts/Design/Entertainment	4,726	1.8%	1.8%	1.00
Healthcare Practitioner	18,832	7.3%	6.3%	1.16
Sales and Sales Related	28,251	10.9%	9.7%	1.12
Office/Administrative Support	34,234	13.2%	13.3%	0.99
Blue Collar	48,227	18.6%	21.4%	0.87
Farming/Fishing/Forestry	944	0.4%	0.8%	0.50
Construction/Extraction	13,385	5.2%	5.4%	0.96
Installation/Maintenance/Repair	9,060	3.5%	3.1%	1.13
Production	11,196	4.3%	5.9%	0.73
Transportation/Material Moving	13,642	5.3%	6.1%	0.87
Services	48,132	18.6%	16.8%	1.10
Healthcare Support	8,456	3.3%	2.7%	1.22
Protective Service	5,569	2.1%	2.2%	0.95
Food Preparation/Serving	16,438	6.3%	4.4%	1.43
Building Maintenance	9,977	3.8%	3.9%	0.97
Personal Care/Service	7,692	3.0%	3.6%	0.83

**Data Note:** Location Quotients compare the industry/occupation share of a local area's employment relative to that same share nationally. A value lower/greater than 1 indicates that the local area is less/more specialized in that industry or occupation category than the US as a whole.

**Explore the Esri Labor Force Learn Lesson for more information on how to use and interpret the estimates in this report.**

**Source:** Esri forecasts for 2020 and 2025.

July 29, 2020



## Executive Summary

Brevard County, FL  
Brevard County, FL (12009)  
Geography: County

Prepared by Esri

	Brevard Count...
<b>Population</b>	
2000 Population	476,230
2010 Population	543,376
2020 Population	616,481
2025 Population	654,534
2000-2010 Annual Rate	1.33%
2010-2020 Annual Rate	1.24%
2020-2025 Annual Rate	1.21%
2020 Male Population	49.0%
2020 Female Population	51.0%
2020 Median Age	47.9

In the identified area, the current year population is 616,481. In 2010, the Census count in the area was 543,376. The rate of change since 2010 was 1.24% annually. The five-year projection for the population in the area is 654,534 representing a change of 1.21% annually from 2020 to 2025. Currently, the population is 49.0% male and 51.0% female.

### Median Age

The median age in this area is 47.9, compared to U.S. median age of 38.5.

### Race and Ethnicity

2020 White Alone	80.6%
2020 Black Alone	10.5%
2020 American Indian/Alaska Native Alone	0.4%
2020 Asian Alone	2.6%
2020 Pacific Islander Alone	0.1%
2020 Other Race	2.4%
2020 Two or More Races	3.4%
2020 Hispanic Origin (Any Race)	11.6%

Persons of Hispanic origin represent 11.6% of the population in the identified area compared to 18.8% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 47.4 in the identified area, compared to 65.1 for the U.S. as a whole.

### Households

2020 Wealth Index	95
2000 Households	198,195
2010 Households	229,692
2020 Total Households	258,112
2025 Total Households	273,592
2000-2010 Annual Rate	1.49%
2010-2020 Annual Rate	1.14%
2020-2025 Annual Rate	1.17%
2020 Average Household Size	2.36

The household count in this area has changed from 229,692 in 2010 to 258,112 in the current year, a change of 1.14% annually. The five-year projection of households is 273,592, a change of 1.17% annually from the current year total. Average household size is currently 2.36, compared to 2.33 in the year 2010. The number of families in the current year is 165,149 in the specified area.

**Data Note:** Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025. Esri converted Census 2000 data into 2010 geography.

July 29, 2020





## Executive Summary

Brevard County, FL  
Brevard County, FL (12009)  
Geography: County

Prepared by Esri

	Brevard Count...
<b>Mortgage Income</b>	
2020 Percent of Income for Mortgage	15.5%
<b>Median Household Income</b>	
2020 Median Household Income	\$59,108
2025 Median Household Income	\$63,887
2020-2025 Annual Rate	1.57%
<b>Average Household Income</b>	
2020 Average Household Income	\$79,335
2025 Average Household Income	\$87,729
2020-2025 Annual Rate	2.03%
<b>Per Capita Income</b>	
2020 Per Capita Income	\$33,256
2025 Per Capita Income	\$36,707
2020-2025 Annual Rate	1.99%

### Households by Income

Current median household income is \$59,108 in the area, compared to \$62,203 for all U.S. households. Median household income is projected to be \$63,887 in five years, compared to \$67,325 for all U.S. households

Current average household income is \$79,335 in this area, compared to \$90,054 for all U.S. households. Average household income is projected to be \$87,729 in five years, compared to \$99,510 for all U.S. households

Current per capita income is \$33,256 in the area, compared to the U.S. per capita income of \$34,136. The per capita income is projected to be \$36,707 in five years, compared to \$37,691 for all U.S. households

<b>Housing</b>	
2020 Housing Affordability Index	150
2000 Total Housing Units	222,072
2000 Owner Occupied Housing Units	147,885
2000 Renter Occupied Housing Units	50,310
2000 Vacant Housing Units	23,877
2010 Total Housing Units	269,864
2010 Owner Occupied Housing Units	168,841
2010 Renter Occupied Housing Units	60,851
2010 Vacant Housing Units	40,172
2020 Total Housing Units	296,873
2020 Owner Occupied Housing Units	190,192
2020 Renter Occupied Housing Units	67,920
2020 Vacant Housing Units	38,761
2025 Total Housing Units	312,946
2025 Owner Occupied Housing Units	200,450
2025 Renter Occupied Housing Units	73,142
2025 Vacant Housing Units	39,354

Currently, 64.1% of the 296,873 housing units in the area are owner occupied; 22.9% renter occupied; and 13.1% are vacant. Currently, in the U.S., 56.4% of the housing units in the area are owner occupied; 32.3% are renter occupied; and 11.3% are vacant. In 2010, there were 269,864 housing units in the area - 62.6% owner occupied, 22.5% renter occupied, and 14.9% vacant. The annual rate of change in housing units since 2010 is 4.33%. Median home value in the area is \$219,125, compared to a median home value of \$235,127 for the U.S. In five years, median value is projected to change by 3.03% annually to \$254,419.

**Data Note:** Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025. Esri converted Census 2000 data into 2010 geography.

July 29, 2020

## UNDERLYING ASSUMPTIONS AND CONTINGENT CONDITIONS

This appraisal is subject to the following limiting conditions:

No responsibility is assumed by the appraiser for changes or influences to the real estate market resulting from changing macro or micro economics, locally and/or nationally, subsequent to the effective valuation date. The value opinions are applicable only to the fixed point in time associated with the effective valuation date herein and are not applicable to any other point in time, specific or general, prior or subsequent to said date. Value estimates expressed herein are opinions. There is no guarantee, written or implied, that the subject property will sell for this value opinion. With respect to income-producing properties, value opinions are contingent on competency of ownership and management as the operational success of leasing real estate is inevitably linked with economic achievement of business. When values include prospective opinions, the appraiser is not responsible for unforeseen events that may alter interim market conditions.

That the legal description furnished us is assumed to be correct but has not been confirmed by survey and this appraiser assumes no responsibility for such a survey or any encroachments or other discrepancies that might be revealed thereby.

That no responsibility is assumed for matters legal in character, nor is any opinion rendered as to title which is assumed to be marketable. Unless otherwise stated to the contrary, the property is appraised as though in fee simple, under responsible ownership and competent management.

That if improvements are proposed or alterations are assumed in arriving at the market value, these will be completed in a reasonable period of time in accordance with plans and/or sketches provided to the appraiser.

That there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable than otherwise comparable property. The Appraiser assumes no responsibility for such conditions or for engineering which might be required to discover such conditions.

That unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing on the subject property.

That the appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made therefore.

That an appraisal related to an estate in land which is less than the whole fee simple estate applies only to the fractional interest involved. The value of this fractional interest plus the value of all other fractional interest may or may not equal the value of the entire fee simple estate considered as a whole.

That the distribution of the total valuation in this report between land and improvements is applicable only as a part of the whole property. The land value, or the separate value of improvements, must not be used in conjunction with any other appraisal or estimate and is invalid if so used.

That the plans and sketches in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumes no responsibility in connection with such matters.

That information, estimates, and opinions contained in this report, obtained from sources outside of this office, are considered reliable, however, no liability for them can be assumed by the appraiser.

That disclosure of the contents of this report is governed by the By-Laws and Regulations of the Appraisal Institute.

Neither all, nor any part of the contents of this report, (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI, SRPA or SRA designations), shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communications without prior written consent and approval of the author.

That this appraisal shall be considered in its entirety. No part thereof shall be utilized separately, or out of context.

That the employment of the appraiser to complete this report for the purpose stated herein shall be terminated upon the delivery of the report to the employer or his designated representative unless the employer and the appraiser have agreed in writing that the appraiser's services as a consultant or expert witness have been retained beyond the time of completion of the report.

That the Appraiser's duties, pursuant to this employment to make the appraisal, are complete upon delivery and acceptance of the appraisal report and the validity of the appraiser's certificate in the report is conditioned upon full payment of the fee for services.

With the exception of issues and conditions specifically addressed in this report, the value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or other environmental conditions that would affect the use of the property. We are not experts in the identification of such conditions; however, our routine inspection of and inquiries about the subject property did not develop any further information beyond that otherwise acknowledged in this text that indicated any apparent significant conditions that would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials, endangered species or other environmental conditions on or around the property that would negatively affect its value.

**w.h. benson & company**  
real estate valuation & consulting  
licensed real estate broker

4780 Diary Road, Unit #103  
Melbourne, Florida 32904  
Tel: (321) 984-0999  
Fax: (321) 984-9796

## **QUALIFICATIONS OF MICHAEL MORIN**

### **LICENSES AND MEMBERSHIPS**

State Certified General Real Estate Appraiser #RZ3281  
Licensed Florida Real Estate Salesperson

### **RELATED EDUCATION**

<u>COURSES PASSED</u>	<u>ORGANIZATION</u>	<u>YEAR</u>
AB-1 (75)	F R E A B	1999
Graduate Real Estate Institute (GRI)	Florida Association Realtors	1992
AB-II	F R E A B	2004
AB-III	F R E A B	2006

### **APPRAISAL EXPERIENCE**

Have assisted in the research and preparation required for development of appraisal reports on various types of real estate, including but not limited to, apartment buildings, offices, retail centers, office buildings, vacant land of various potential uses, large acreage tracts, environmentally sensitive lands, islands, and special purpose properties. Experience also includes submerged land easements, conservation easements, remainder interests, and partial interest analysis. Appraisals prepared for commercial banks, savings and loans, brokers, attorneys, government agencies, developers and other real estate market participants, etc.

### **RELATED EXPERIENCE**

Commercial Real Estate Sales and Property Management (1982 to 1998)  
Licensed as a Realtor Associate since 1986.  
President Commercial Investment Division- Melbourne Area Board of Realtors

Commercial Real Estate Sales since 1986:

Since licensing in 1986; listed and sold primarily commercial real estate; including vacant commercial sites, retail and professional buildings and industrial buildings. Involved in the selection of locations and lease negotiations for numerous tenants; including national tenants, and landlords; including owners of regional shopping centers and malls.

Residential and Commercial Development:

Developed both commercial buildings and residential subdivisions. Those developments involved site selection, site acquisition, negotiations, site plan design, financing, contractor selection, construction, leasing and management of the completed projects, zoning and comprehensive plan changes, environmental issues, permitting, and various governmental approvals.

Real Estate Consulting:

Consulted on valuation, site selection, zoning, comprehensive plan amendments, and demographics for numerous clients. Condemnation proceedings, and negotiations involving numerous properties. Tax appeal negotiations with property appraiser's office.

Property Management:

Managed a 200+ Unit Apartment Complex / Atlanta Georgia (1982 – 1984)  
Managed commercial retail properties (1995-1998).

### **PRESENT AFFILIATION**

State Certified General Real Estate Appraiser  
W.H. Benson & Company

**William H. Benson, MAI, CCIM, President**

**w.h. benson & company**  
real estate valuation & consulting  
licensed real estate broker

4780 Dairy Road, Unit #103  
Melbourne, Florida 32904  
Tel: (321) 984-0999  
Fax: (321) 984-9796

## **QUALIFICATIONS OF WILLIAM H. BENSON, MAI, CCIM, SRA**

### **LICENSES AND MEMBERSHIPS**

Member of the Appraisal Institute, MAI, Certificate #7071  
Certified Commercial Investment Member (CCIM) of the Commercial Investment  
Real Estate Institute of the National Association of Realtors  
Senior Residential Appraiser (SRA), Appraisal Institute  
State Certified General Real Estate Appraiser #RZ0001027  
REALTOR, Space Coast Association of Realtors  
Licensed Florida Real Estate Broker

### **RELATED EDUCATION**

<b><u>COURSES PASSED</u></b>	<b><u>SPONSORING ORGANIZATION</u></b>
Introduction to App. R.E. (101)	Appraisal Institute
Principles of Income Property Evaluation (201)	Appraisal Institute
Case Study Residential (R-2)	Appraisal Institute
Standards-Prof. Practice	Appraisal Institute
Industrial Valuation	Appraisal Institute
Applied Income Property Valuation (202)	Appraisal Institute
Case Studies-Urban Valuation	Appraisal Institute
Valuation Analyses-Report Writing	Appraisal Institute
MAI, Comprehensive Exam	Appraisal Institute
Litigation Valuation	Appraisal Institute
Standard Professional Practice Part A & B	Appraisal Institute
Understanding Limited Appraisals SPPP Part C	Appraisal Institute
Standards of Professional Practice (Part A)	Appraisal Institute
Uniform Standards for Federal Land Acquisitions	Appraisal Institute
Examining Property Rights & Implications in Value	Appraisal Institute
Insurance Appraisals – Report Contents and Valuation	Appraisal Institute
Florida Appraisal Law 2018	Appraisal Institute
2018 Central Florida Real Estate Forum	Appraisal Institute
Online Cool Tools: New Technology for Real Estate Appraisers	Appraisal Institute
CCIM Comprehensive Exam & Prep Course	Comm. Investment R.E. Inst.
CI 101 Financial Analysis for Commercial R.E.	Comm. Investment R.E. Inst.
CI 405 & 406 Marketing Analysis and Presentations	Comm. Investment R.E. Inst.
CI 408 Comprehensive Concepts Review	Comm. Investment R.E. Inst.

### **REPRESENTATIVE SEMINARS ATTENDED/CONTINUING EDUCATION**

Completed approximately 600 hours of continuing education/seminars since 1985 for the Appraisal Institute and/or State of Florida continuing education certification requirements. Representative courses include real estate law, USPAP, Risk Analyses, Selectivity/Cap Rate Analyses, Business Valuation, Appraisal Curriculum Overview, Valuation for Financial Reporting, Developing a Supportable Work File, Advanced Spreadsheet Modeling for Valuation Applications, Business Practices and Ethics, Analyzing Tenant Credit Risk and Commercial Lease Analysis, Critical Thinking in Appraisals, Federal Agencies and Appraisal, etc.

### **APPRAISAL EXPERIENCE**

Have prepared appraisal reports on various types of real estate, including but not limited to, single and multi-family residences, condominiums, townhouses, apartment buildings, offices, restaurants, golf courses, service stations, convenience stores, motels, assisted living facilities, mini warehouse projects, heavy and light industrial properties, retail centers, office and residential condominium projects, subdivisions, vacant land of various potential uses, large acreage tracts, citrus groves, ranch land, environmentally sensitive lands, islands, special purpose properties and partial interests including leasehold/leased fee valuation. Appraisals prepared for commercial banks, credit unions, brokers, attorneys, government agencies, developers and other real estate market participants.

### **RELATED EXPERIENCE**

Disposition consulting services involving approximately \$90,000,000 in investment grade transactions; real estate development includes development and sellout of an 80 lot residential subdivision, development of a 36,000 sq. ft. office park, build to suit office buildings, renovation and repositioning of residential rental apartment projects.

**William H. Benson, MAI, CCIM, President**

# Commercial Contract



1. PARTIES AND PROPERTY: \_\_\_\_\_ Space Coast Marinas, LLC or Assigns ("Buyer")  
agrees to buy and \_\_\_\_\_ City of Palm Bay ("Seller")

agrees to sell the property at:

Street Address: 4220 Dixie Hwy NE, 2020 Pospisil, and 2932 Pospisil, Palm Bay, Florida 32905

Legal Description: Parcel ID: 28-37-24-27-2-1, 28-37-24-27-2-8.01, and 28-37-24-27-2-8, also See Addendum A

Attached

and the following Personal Property: All Attached

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 1,900,000.00

(a) Deposit held in escrow by: Supreme Title \$ 100,000.00  
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: 2415 S. Babcock St., Suite B, Melbourne Phone: 321-725-0115

(b) Additional deposit to be made to Escrow Agent

☒ within \_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or  
☐ within \_\_\_\_ days after Effective Date \$ 200,000.00

(c) Additional deposit to be made to Escrow Agent

☐ within \_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or  
☐ within \_\_\_\_ days after Effective Date \$

(d) Total financing (see Paragraph 5) \$

(e) Other Bank Wire \$ 1,600,000.00

(f) All deposits will be credited to the purchase price at closing.  
Balance to close, subject to adjustments and prorations, to be paid  
via wire transfer. \$ 0.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before May 25, 2021, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or N/A. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the essence in this Contract.

## 4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on August 1, 2021 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer ( ) and Seller ( ) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.



on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) **Location:** Closing will take place in Brevard County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

### 5. THIRD PARTY FINANCING:

**BUYER'S OBLIGATION:** On or before N/A days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed N/A% of the purchase price or \$ \_\_\_\_\_, with a fixed interest rate not to exceed N/A% per year with an initial variable interest rate not to exceed N/A%, with points or commitment or loan fees not to exceed N/A% of the principal amount, for a term of N/A years, and amortized over \_\_\_\_\_ years, with additional terms as follows:

N/A

**Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within \_\_\_\_\_ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within N/A days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

**6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other \_\_\_\_\_, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) \_\_\_\_\_

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as \_\_\_\_\_ Commercially Legal \_\_\_\_\_

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and within 30 days after Effective Date or at least 30 days before Closing Date deliver to **Buyer** (check one) ☐ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

**Buyer** ( G ) ( ) and **Seller** ( ) ( ) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.

(b) **Title Examination:** Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within 10 days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** (check applicable provisions below)

☒ Seller will, within 15 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the date this Contract is terminated.

☐ Buyer will, at ☐ Seller's ☐ Buyer's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ Buyer will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

**7. PROPERTY CONDITION:** Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ (1.5% of the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b))

☐ (a) **As Is:** Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ (b) **Due Diligence Period:** Buyer will, at Buyer's expense and within 60 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the

Buyer ( ) and Seller ( ) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

**8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☐ only with **Buyer's** consent ☒ without **Buyer's** consent.

**9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) **Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) **Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) **Documents:** **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

**Buyer**  ( ) and **Seller** ( ) ( ) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.



with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

**10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

**11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have \_\_\_\_\_ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

**12. FORCE MAJEURE:** **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

**13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

**14. DEFAULT:**

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of **Buyer's** deposit without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. If **Buyer** elects a deposit refund, **Seller** may be liable to **Broker** for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

**15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and **Broker**, will be awarded reasonable attorneys' fees, costs, and expenses.

**16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

**Buyer** (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

17. DISCLOSURES:

(a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.

19. **ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. **MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. **BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) **Seller's Broker:** RMA Real Estate Services LLC William Dehlinger and Kent Cooper  
(Company Name) (Licensee)  
2401 E. Atlantic Blvd., Suite 305 Pompano Beach FL. 33602 407-712-5166  
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated by  
☒ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify)  
Palm Bay RFP 27-0-2020/MS Commercial Brokerage Services

(b) **Buyer's Broker:** NONE  
(Company Name) (Licensee)  
(Address, Telephone, Fax, E-mail)

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302 who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated by  
303 ☒ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)  
304 Palm Bay RFP 27-0-2020/MS Commercial Brokerage Services

305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to  
306 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to  
307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including  
308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is  
309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to  
310 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of  
311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and  
312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to  
314 this Contract):

315 ☐ (A) Arbitration ☐ (E) Seller Warranty ☐ (I) Existing Mortgage  
316 ☐ (B) Section 1031 Exchange ☐ (F) Coastal Construction Control Li ☐ (J) Buyer's Attorney Approval  
317 ☐ (C) Property Inspection and Repair ☐ (G) Flood Area Hazard Zone ☐ (K) Seller's Attorney Approval  
318 ☐ (D) Seller Representations ☐ (H) Seller Financing ☒ Other Attachm A-Legal Descript

319 **23. ADDITIONAL TERMS:**

320 1. The City will cooperate with the Florida Department of Environmental Protection (FDEP) to terminate the Sovereign  
321 Submerged Lands Lease if Buyer obtains authorization from the State to assume lease, contingent upon closing.

322 2. Buyer is responsible for obtaining permits and licensing from all regulatory agencies. Obtaining necessary permits  
323 and licensing is a contingency of the sale.

324 3. Buyer is responsible for construction, re-construction and maintenance of docks contingent upon lease assignment  
325 from the FDEP.

326 4. Seller maintains that property is sold "as-is". Buyer to provide copies of a Phase 1 environmental site assessment to  
327 Seller.

328 5.. Sale is contingent on approval of conditional use permit related to the Marina.

329 6. The City shall work to seek City Council approval to vacate approximately 11,197 SF of right-of-way along  
330 Maplewood Street NE.

331 7. Buyer agrees to construct and maintain a pedestrian boardwalk with public access through a City easement in  
332 perpetuity on a section of this vacated land that extends the length of the property adjacent to the Florida East Coast  
333 Railway.

342 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**  
343 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**  
344 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**  
345 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**  
346 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**  
347 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**

Buyer  ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.



ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

(Signature of Buyer)

Date: 5-18-2021

Michael P. Timmons  
(Typed or Printed Name of Buyer)

Tax ID No.: 82-5079651

Title: Managing Member

Telephone: 714-306-7233

(Signature of Buyer)

Date:

(Typed or Printed Name of Buyer)

Tax ID No.:

Title:

Telephone:

Buyer's Address for purpose of notice

Facsimile:

Email:

(Signature of Seller)

Date:

(Typed or Printed Name of Seller)

Tax ID No.:

Title:

Telephone:

(Signature of Seller)

Date:

(Typed or Printed Name of Seller)

Tax ID No.:

Title:

Telephone:

Seller's Address for purpose of notice:

Facsimile:

Email:

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## Legal Description Attachment A

Tax ID: 2832794

Parcel ID: 28-37-24-27-2-1

### PARCEL ONE

ALL OF THAT PART OF LOTS 1,2,3 AND 4, BLOCK 2 MAP NO. 1, TOWN OF PALM BAY AS DESCRIBED IN PLAT BOOK 2, PAGE 3, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, TOGETHER WITH THAT PART OF THE SUBMERGED BOTTOM OF TURKEY CREEK LYING ADJACENT THERETO, LESS AND EXCEPT THAT PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1172, PAGE 765, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 4, BLOCK 2, MAP NO. 1, TOWN OF PALM BAY, AS RECORDED IN PLAT BOOK 2, PAGE 3, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, RUN NO. 65 DEGREES 37 MIN. E., ALONG THE NORTH LINE OF SAID LOT 4, 20.00 FEET TO THE WEST LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1172, PAGE 765, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S., 24 DEGREES 23 MINUTES EAST ALONG SAID WEST LINE 80.00 FEET TO THE SOUTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1172, PAGE 765; THENCE N. 65 DEGREES 37 MINUTES EAST ALONG SAID SOUTH LINE 96.39 FEET TO THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5); THENCE SOUTHEASTERLY ALONG RIGHT OF WAY LINE AND ALONG A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 2392.01 FEET, A CENTRAL ANGLE OF ONE DEGREE, 37 MINUTES, 38 SECONDS AND A CHORD BEARING OF S. 40 DEGREES 12 MIN., 11 SEC., EAST AN ARC DISTANCE OF 67.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41 DEGREES, 01 MIN., EAST ALONG SAID WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 581 FEET MORE OR LESS, TO THE THREAD OF TURKEY CREEK; THENCE SOUTHWESTERLY ALONG SAID THREAD OF TURKEY CREEK 303 FEET, MORE OR LESS, TO THE SOUTHERLY EXTENSION OF THE WEST LINE FO THE AFOREMENTIONED LOT 4, BLOCK 2; THENCE N. 24 DEGREES, 23 SEC. W. ALONG THE WEST LINE OF SAID LOT 4 AND THE SOUTHERLY EXTENSION THEREOF, 732 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

AND

### PARCEL TWO

LOTS 5, 6, AND 7, BLOCK 2, MAP NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 3, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA.

Tax ID: 2832800

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

Lots 8 through 11, inclusive, Block 2, TOWN OF PALM BAY, according to the plat thereof, recorded in Plat Book 2, Page 3, of the Public Records of Brevard County, Florida, less and except the right way for U.S. Highway No. 1 (the "Property"),

Tax ID: 2832801

Parcel ID: 28-37-24-27-2-8.01

Lots 8 through 11, inclusive, Block 2, TOWN OF PALM BAY, according to the plat thereof, recorded in Plat Book 2, Page 3, of the Public Records of Brevard County, Florida, less and except the right way for U.S. Highway No. 1 (the "Property"),

## Vacant Land Contract

- 1\* 1. **Sale and Purchase ("Contract"):** City of Palm Bay  
2\* ("Seller") and Adelon Real Estate Manager, LLC, a Delaware limited liability company  
3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
4 described as:  
5\* Address: \_\_\_\_\_  
6\* Legal Description: Parcel ID #'S  
7 28-37-24-27-2-1  
8 28-37-24-27-8  
9 28-37-24-27-8.014220  
10  
11\* SEC \_\_\_/TWP \_\_\_/RNG \_\_\_ of \_\_\_\_\_ County, Florida. Real Property ID No.: \_\_\_\_\_  
12\* Including all improvements existing on the Property and the following additional property: \_\_\_\_\_  
13\*  
14\* 2. **Purchase Price:** (U.S. currency) ..... \$ 1,800,000.00  
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:  
16\* Escrow Agent's Name: Greenspoon Marder LLP  
17\* Escrow Agent's Contact Person: Heidi Boyles  
18\* Escrow Agent's Address: 201 East Pine Street Suite 500 Orlando, Florida 32801  
19\* Escrow Agent's Phone: 407 425-6559  
20\* Escrow Agent's Email: Heidi.boyles@gmlaw.com  
21 (a) Initial deposit (\$0 if left blank) (Check if applicable)  
22\* ☐ accompanies offer \_\_\_\_\_ 3 business days  
23\* ☐ will be delivered to Escrow Agent within \_\_\_\_\_ days (3 days if left blank)  
24\* after Effective Date ..... \$ 25,000.00  
25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)  
26\* ☒ within \_\_\_\_\_ days (10 days if left blank) after Effective Date  
27\* ☐ within \_\_\_\_\_ days (3 days if left blank) after expiration of Due Diligence Period ..... \$ 100,000.00  
28\* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... \$ \_\_\_\_\_  
29\* (d) Other: ..... \$ \_\_\_\_\_  
30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)  
31\* to be paid at closing by wire transfer or other Collected funds ..... \$ 1,675,000.00  
32\* (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The  
33\* unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): \_\_\_\_\_  
34\* prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a  
35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in  
36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the  
37\* calculation: \_\_\_\_\_  
38 3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy  
39\* delivered to all parties on or before May 17, 2021, this offer will be withdrawn and Buyer's deposit, if  
40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is  
41 delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer  
42 has signed or initialed and delivered this offer or the final counter-offer.  
43\* 4. **Closing Date:** This transaction will close on See Additional Terms ("Closing Date"), unless specifically  
44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,  
45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,  
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business  
47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property  
48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If  
49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and  
50 other items.  
51 5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not  
52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. **Financing: (Check as applicable)**

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within \_\_\_\_\_ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ \_\_\_\_\_ or \_\_\_\_\_% of the purchase price at (Check one) ☐ a fixed rate not exceeding \_\_\_\_\_% ☐ an adjustable interest rate not exceeding \_\_\_\_\_% at origination (a fixed rate at the prevailing Interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) \_\_\_\_\_ interest rate of \_\_\_\_\_% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_% or the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. **Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

\* See Additional Terms

8. **Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) \_\_\_\_\_, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) \_\_\_\_\_ provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☐ **Seller's** ☒ **Buyer's** expense and

(Check one) ☒ within 45 days after Effective Date ☐ at least \_\_\_\_\_ days before Closing Date,

(Check one)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller, then (1) above will be the title evidence.

- (b) **Title Examination:** After receipt of the title evidence, Buyer will, within 20 days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within <--- days (30 days if left blank) ("Cure Period") after receipt of the notice. ~~If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure.~~ Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

- (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 8(b).

- (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

9. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

- (a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** Buyer will, at Buyer's expense and within 120 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Due Diligence Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, Buyer must deliver written notice to Seller of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated, and Buyer's deposit(s) will be returned.

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(2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's Intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) **Seller Costs:**

Taxes on deed  
Recording fees for documents needed to cure title  
Title evidence (if applicable under Paragraph 8)  
Estoppel Fee(s)  
Other: \_\_\_\_\_

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages  
Recording fees on the deed and financing statements  
Loan expenses  
Title evidence (if applicable under Paragraph 8)  
Lender's title policy at the simultaneous issue rate  
Inspections  
Survey  
Insurance  
Other: \_\_\_\_\_

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☒ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

**11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this Contract.

**12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

**13. Force Majeure:** Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.

**14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.

**15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.

**16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

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from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract.

**17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

**18. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

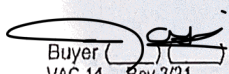
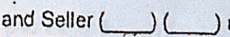
**19. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

**20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

**21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.

Seller's Sales Associate/License No.

Buyer's Sales Associate/License No.

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329\* \_\_\_\_\_  
 330 Seller's Sales Associate Email Address Buyer's Sales Associate Email Address  
 331 \_\_\_\_\_  
 332\* \_\_\_\_\_  
 333 Seller's Sales Associate Phone Number Buyer's Sales Associate Phone Number  
 334 \_\_\_\_\_  
 335\* \_\_\_\_\_  
 336 Listing Brokerage Buyer's Brokerage  
 337 \_\_\_\_\_  
 338 \_\_\_\_\_  
 339\* Listing Brokerage Address Buyer's Brokerage Address

340 22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract  
 341 (Check if applicable):  
 342\* ☐ A. Back-up Contract  
 343\* ☐ B. Kick Out Clause  
 344\* ☐ C. Other \_\_\_\_\_

345\* 23. Additional Terms: \_\_\_\_\_  
 346 See attached additional terms.  
 347 \_\_\_\_\_  
 348 \_\_\_\_\_  
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#### COUNTER-OFFER/REJECTION

361  
 362\* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and  
 363 deliver a copy of the acceptance to Seller).  
 364\* ☐ Seller rejects Buyer's offer  
 365 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before  
 366 signing.  
 367\* Buyer: \_\_\_\_\_ Date: 05/06/2021  
 368\* Print name: Jonathan Cohen  
 369\* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
 370\* Print name: \_\_\_\_\_  
 371 Buyer's address for purpose of notice:  
 372\* Address: 1955 Harrison Street, Suite 202, Hollywood, FL 33020  
 373\* Phone: 954-434-5001 Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
 374\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_  
 375\* Print name: \_\_\_\_\_  
 376\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_  
 377\* Print name: \_\_\_\_\_

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378 Seller's address for purpose of notice:

379\* Address: \_\_\_\_\_

380\* Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

381\* Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed and delivered the  
382 final offer or counter-offer.)

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## **ADDITIONAL TERMS**


The following provisions are hereby added to and incorporated within that certain Vacant Land Contract (“**Contract**”) dated of even date herewith, by and between City of Palm Bay, Florida (“**Seller**”) and Adelon Real Estate Manager, LLC, a Delaware limited liability company (“**Buyer**”):

1. **Seller Deliverables-Property Information.** Within five (5) business days following the Effective Date, Seller shall deliver to Buyer a copy of any title policies, reports, evaluations, land entitlements, licenses, permits, appraisals, plats, surveys, topographic surveys, maps, environmental reports, drainage plans or any other information (the “**Information**”) pertaining to the Property within the possession or control of Seller. In the event that this Contract terminates for any reason, Buyer shall return the Information and all copies of information to Seller within five (5) business days of the date of termination.

2. **Rezoning Approval.** During the Due Diligence Period, Buyer shall, at Buyer’s expense, apply for and attempt to obtain a rezoning of the Property from BMUV to BMU (Bayfront Mixed Use District) (“**Rezoning Approval**”). Seller agrees to cooperate in good faith with Buyer in a reasonable and timely manner to facilitate the Rezoning Approval, including, without limitation, the execution of documents required by the applicable governmental body. If on the last day of the Due Diligence Period, Buyer has not obtained final, non-appealable Rezoning Approval, then Buyer shall have the right, upon written notice to Seller, to extend the Due Diligence Period for two (2) periods of thirty (30) days each, provided that Buyer has been diligently working toward obtaining the Rezoning Approval.

3. **Wetland Mitigation.** During the Due Diligence Period, Buyer shall determine whether the Property contains wetlands. If it is determined that the Property contains wetlands, Buyer shall apply for and attempt to obtain from the applicable governmental body wetland mitigation approval for the Property (the “**Wetland Mitigation Approval**”); provided that, the actual cost to complete the wetland mitigation shall be credited to Buyer at Closing. Seller agrees to cooperate in good faith with Buyer in a reasonable and timely manner to facilitate the Wetland Mitigation Approval, including, without limitation, the execution of documents required by the applicable governmental body.

1

Buyer (\_\_\_\_\_)  and Seller (\_\_\_\_) (\_\_\_\_) acknowledge and agree to the Additional Terms.



4. Closing. The closing (the “**Closing**”) of the transaction contemplated by this Contract shall occur on or before the date that is thirty (30) days following the expiration of the Due Diligence Period.

5. Conditions to Closing.

5.1 Notwithstanding anything to the contrary contained in this Contract, Buyer’s obligation to close the transaction set forth herein on the Closing Date is conditioned specifically upon the satisfaction or waiver of the following conditions precedent (“**Buyer’s Conditions**”), to wit:

5.1.1 Seller shall convey to Buyer good, insurable and marketable title to the Property, in the condition required by this Contract, free and clear of all liens and encumbrances, except for the Permitted Exceptions.

5.1.2 Seller shall have complied with the covenants to be performed by Seller hereunder and all representations and warranties of Seller shall be true and correct in all material respects;

5.1.3 The environmental condition of the Property shall not have materially and adversely changed since the Due Diligence Period Deadline;

5.1.4 Except as a result of any work done by Buyer, there shall have been no material adverse change in the physical condition of the Property or any utility serving the Property;

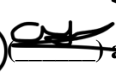
5.1.5 There shall be no existing or pending governmental or utility prohibitions or moratoriums (including zoning conditions and restrictions) or conditions on the Property;

5.1.6 The title company shall be irrevocably and unconditionally prepared and committed to issue to Buyer (with an effective date not earlier than the Closing Date), a 2016 ALTA Owner’s Policy of Title Insurance with Florida modifications in favor of Buyer for the Property (a) showing fee title to the Property vested in Buyer, (b) with liability coverage in an amount equal to the Purchase Price for that Property, (c) with those endorsements reasonably requested by Buyer (provided that such endorsements are available in the State of Florida and are paid for in accordance with the terms of this Contract), and (d) containing no exceptions other than the Permitted Exceptions (the “**Owner’s Title Policy**”); and

5.1.7 All lessees, tenants, and occupants of the Property, if any, must have vacated the Property and any leases or occupancy agreements shall be terminated so that sole and exclusive possession of the Property can be provided to Buyer at the Closing, except to the extent that Buyer has elected to retain any such tenant/lease.

5.2 Buyer’s Conditions are solely for the benefit of Buyer and may be waived only by Buyer. Any such waiver or waivers of any of Buyer’s Conditions shall be in writing and shall be delivered to Seller. Buyer shall not act or fail to act for the purpose or with the intention of causing any of Buyer’s Conditions for which Buyer is required to satisfy under the terms of the Contract

2

Buyer (\_\_\_\_)  and Seller (\_\_\_\_) (\_\_\_\_) acknowledge and agree to the Additional Terms.



to fail. If any of the Buyer's Conditions are not satisfied as of the Closing Date, Buyer shall have the right, at its sole option, to (a) terminate this Contract, in which case the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Contract, (b) waive such Buyer's Condition and proceed to the Closing, or (c) extend the Closing Date for such period or periods of time as mutually agreed upon in writing by the Buyer and Seller, provided, that the total extension period does not exceed ninety (90) days. If Buyer and Seller extends the Closing Date and such Buyer's Condition(s) have not been satisfied prior to such extended date, Buyer shall either terminate this Contract as provided in subsection (a) or waive such Buyer's Condition(s) and proceed to the Closing as provided in subsection (b). In addition to the foregoing, to the extent that the failure of any of the Buyer's Condition(s) is caused by an affirmative, intentional and/or knowing breach of this Contract by Seller, Buyer shall be entitled to pursue its rights and remedies in accordance with the terms of Section 16 of this Contract.

5.3 Notwithstanding anything to the contrary contained in this Contract, Seller's obligation to close the transaction set forth herein on the Closing Date is conditioned specifically upon the satisfaction or waiver of the following conditions precedent ("**Seller's Conditions**"):

5.3.1 Buyer shall have delivered to Escrow Agent for payment to Seller the full amount of the applicable Purchase Price, less the Deposit.

5.3.2 Buyer shall have complied with the material covenants to be performed by Buyer hereunder and all representations and warranties of Buyer shall be true and correct in all material respects.

5.4 Seller's Conditions are solely for the benefit of Seller and may be waived only by Seller. Any such waiver or waivers of any of Seller's Conditions shall be in writing and shall be delivered to Buyer. Seller shall not act or fail to act for the purpose or with the intention of permitting or causing any of Seller's Conditions to fail. If any of the Seller Conditions are not satisfied or waived by Seller on or prior to the Closing Date, Seller shall have the right to (i) terminate this Contract, without liability to Buyer, by written notice to Buyer describing the condition(s) that have not been satisfied or waived, whereupon Escrow Agent shall return the Deposit to Buyer, or (ii) to the extent that the failure of any of the Seller's Condition(s) is caused or delayed by an affirmative, intentional and/or knowing breach of this Contract by Buyer, Seller shall be entitled to pursue its rights and remedies in accordance with the terms of Section 16 of this Contract.

6. Assignment. Buyer shall not assign Buyer's rights under this Contract without the prior consent of Seller. Notwithstanding the foregoing, upon written notice to Seller, Buyer is entitled to assign this Contract to an entity that is related to and/or affiliated with Buyer and/or the owners of Buyer (the "**Permitted Assignment**"). In connection with the Permitted Assignment, the assignee shall execute an assumption of the terms of the Contract, copy of which shall be provided to Seller.



May 7, 2021

To Whom it May Concern,

Over the past 10 years, I have worked closely with Adelon Capital and their affiliates to successfully finance many transactions.

My interactions with the principals of Adelon Capital have been extremely positive. They are honest, hard-working, and demonstrate the utmost character and integrity. They are well capitalized, which brings with it a great measure of certainty of execution to the deals they consider purchasing. They have been financed by a number of different lending institutions, which is a testament to their credit worthiness.

I remain available to answer any questions you may have regarding Adelon Capital.

Sincerely,

*Noam E. Kaminetzky*

Noam Kaminetzky  
Managing Director  
Meridian Capital Group

CITY OF PALM BAY AND THE BAYFRONT COMMUNITY REDEVELOPMENT AGENCY  
INTERLOCAL AGREEMENT

THIS AGREEMENT is made this 29<sup>th</sup> day of May 2011 between the City of Palm Bay a municipality within the State of Florida, (hereinafter referred to as 'City') and the Bayfront Community Redevelopment Agency a community redevelopment agency created pursuant to Chapter 163, Part III Florida Statutes (hereinafter referred to as 'BCRA'), and collectively referred to as ("Parties")

WITNESSETH

WHEREAS, the City Council has, pursuant to Part III, Chapter 163, Florida Statutes (hereinafter referred to as 'Redevelopment Act'), created the Bayfront Community Development Agency for the public purpose of carrying out redevelopment of slum or blighted areas located within the BCRA.

WHEREAS, the City and the BCRA wish to enter into this Agreement to improve drainage in Basin 3 of the City's stormwater utility; and

WHEREAS, the City has identified a strategic parcel for the further improvement of the Basin 3 Drainage system; and

WHEREAS, the City would like to purchase the strategic parcel, but it does not have the financial resources to purchase the parcel; and

WHEREAS, the BCRA is financially prepared to purchase the parcel in consideration of the City providing the BCRA an interest in the City's marina property; and

WHEREAS, because the City and the BCRA are separate legal entities regulated differently in regards to property acquisition and ownership, both parties share the mutual goal of adhering to all laws and policies that govern municipal land ownership; and

NOW THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, and for other good and valuable consideration, the BCRA and the City agree as follows:

1. The recitals set forth in the 'Whereas' clauses above are hereby accepted as accurate, true and correct by the parties and are hereby incorporated into this Agreement and made an integral part of it.

2. The City has identified a strategic parcel that is needed to improve drainage in the Basin 3 Drainage system. The parcel is owned by John Koske and described in Official Records Book 0342 and Page 0109 of the Public Records of Brevard County Florida more commonly referred to as 1626 Orange Blossom Trail, NE, Palm Bay Florida 32905

(hereinafter referred to as the 'Koske Parcel') and being more particularly described in Exhibit 'A' attached hereto and made an integral part of this Agreement.

3. The City hereby releases its code enforcement lien, which is described in Official Records Book 6013, Page 1088 of the Public Records of Brevard County Florida, and is attached to the property. The value of the lien through April 7, 2011 is approximately \$52,200.00.

4. Upon the date that the BCRA obtains clear title to the Koske Parcel, the City will use its best efforts to prepare and submit applications for all required permits that are needed for the construction of the drainage pond that is to be built on the Koske Parcel in order that construction can begin no later than November 1, 2015. The BCRA staff and Board will have intermittent opportunities to review and comment on plan. Design will include reservation of developable property and aesthetic considerations to the maximum extent feasible while still addressing the stormwater management system. ~~The BCRA may contribute financially to aesthetic enhancements (such as landscaping) at the BCRA's discretion.~~ *OK 8.5 24.11 99m 5/25/11*

5. The City will be responsible for maintaining the entire Koske Parcel. Said maintenance shall include mowing the parcel and other necessary maintenance activities until the BCRA sells, leases, develops or otherwise alters its portion of the Koske Parcel. The City will be responsible for demolition and removal of the free-standing structure that is located on the Koske Parcel.

6. For other good and valuable consideration, the City hereby agrees that the BCRA shall not, at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever arising out of any environmental contamination found on the Koske Parcel.

7. Simultaneously with the purchase of the Koske Parcel by the BCRA, the BCRA will convey to the City the portion of the Koske Parcel where the drainage pond is to be physically constructed, which is approximately 4.11 acres and being more particularly described in Exhibit 'B'. The BCRA shall retain 1.52 acres of the Koske Parcel (see Exhibit 'B'). Concurrently with that transfer the City shall convey to the BCRA a thirty eight (38) percent ownership interest in the City's marina parcel being described in Official Records Book 3529 and Page 3067 of the Public Records of Brevard County Florida more commonly referred to as 4220 Dixie Hwy. NE, Palm Bay Florida 32905 (hereinafter referred to as the 'Marina Parcel') and being more particularly described in Exhibit 'C' attached hereto and made an integral part of this Agreement.

8. The ownership interest of the Marina Parcel shall be conveyed through a deed naming the City and BCRA as joint tenants, such conveyance to occur as stated in paragraph 6 above.

9 The BCRA agrees that any interest that it receives in the Marina Parcel shall be governed by the laws of the State of Florida and that the BCRA's interest in the Marina Parcel is only financial in nature. The City shall retain all the managerial functions of the Marina Parcel except that any future change in use of the Marina Parcel must be mutually approved by both the BCRA and the City. Any future project or proposed use change shall not occur until both parties approve said project or use change.

10 For other good and valuable consideration, the BCRA agrees that the interest that it receives in Marina Parcel through the joint tenancy deed shall not be transferable, assignable, rentable or conveyable in any manner whatsoever. Further the BCRA agrees that because the Marina Parcel is owned by the City, a Florida municipality, the Marina Parcel shall be controlled by all laws of the state of Florida that govern municipal-owned land.

11 Upon the conveyance of the property the BCRA will receive a proportion of the revenues generated by the Marina Parcel. Said amount shall be equal to BCRA's ownership interest. Further the BCRA will pay a proportion, which shall be equal to the ownership interest, of the property taxes and submerged land lease due for the Marina Parcel from the time of purchase forward. Said proportion of taxes due shall be at an amount equal to the ownership interest that the BCRA owns in the Marina Parcel.

12. To the extent permitted by law the City shall at all times indemnify hold harmless and defend the BCRA, including its respective agents and employees from and against all claims, suits, actions, damages or causes of action arising from any negligent acts of the City during the term of this Agreement, including costs, reasonable attorneys fees and expenses incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof

To the extent permitted by law the BCRA shall at all times indemnify hold harmless and defend the City including its respective agents and employees from and against all claims, suits, actions, damages or causes of action arising from any negligent acts of the BCRA during the term of this Agreement, including costs, reasonable attorneys fees and expenses incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof

Both parties acknowledge and agree they would not enter into this Agreement but for the foregoing indemnification and that their entering into this Agreement shall constitute good and valuable consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement.

Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of either party as set forth in Section 768.28, Florida Statutes.

13 Both parties agree that if any disagreement arises from this Agreement, each party shall pay its own costs and fees including but not limited to attorneys' fees.

14 The City and the BCRA are separate legal entities and for purposes of this Agreement, each is an independent contractor under this Agreement.

15 This Agreement, or any interest therein is not assignable by the BCRA and the BCRA agrees not to sell, rent, assign, transfer, merge or otherwise convey any of its respective interest, right, or obligation under this Agreement, in whole or in part, to any other person, corporation or entity without the prior written consent of the City. Any sale, rental, assignment, merger or transfer of the BCRA's rights or obligations under this Agreement without first obtaining written approval from the City shall be grounds for termination of this Agreement. Further, no assignment of any right or obligation under this Agreement shall be binding upon either party without the written consent of the other.

16 Both parties agree that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by both parties.

17 Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective addresses for giving of notice.

For BCRA:

Executive Director  
Bayfront Community  
Redevelopment Agency  
120 Malabar Rd. SE  
Palm Bay, FL 32907

With a copies to:

Chairperson  
Bayfront Community  
Redevelopment Agency  
3790 Dixie Highway, NE, Unit 5  
Palm Bay, FL 32905

General Counsel  
B.C.R.A.  
9155 S. Dadeland Blvd.  
Miami, FL 33156

For CITY:

City Manager  
City of Palm Bay  
120 Malabar Rd. SE  
Palm Bay, FL 32907

With a copies to:

Mayor  
City of Palm Bay  
120 Malabar Road SE  
Palm Bay, FL 32907

City Attorney  
City of Palm Bay  
120 Malabar Rd.  
Palm Bay, FL 32907

City of Palm Bay and the Bayfront Community Redevelopment Agency  
Interlocal Agreement



18. Each Party signing this Agreement warrants that he or she has full legal authority to execute this Agreement on behalf of either party and to bind and obligate such party with respect to all provisions contained in this Agreement.

19. Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

20. This Agreement shall be governed by the laws of the State of Florida with venue lying in Brevard County Florida.

21. This Agreement embodies the entire agreement between the parties and supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein. The parties agree there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

22. This Agreement shall be interpreted as drafted by the parties hereto equally.

IN WITNESS WHEREOF the parties have set their hands and seals the date and year written first above written.

'CITY'

Witnesses:

Felix Lefk  
Law Bourque

Attest.

Alice Passmore  
for Alice Passmore, City Clerk

'CITY OF PALM BAY'

BY

John Mazziotti  
John Mazziotti, Mayor

BY

Sue Hahn, Acting  
for Lee R. Feldman, City Manager 5-20-11

STATE OF FLORIDA  
COUNTY OF BREVARD

*SUE HANN ACTING*

*TERESE JONES*

*Deputy*

The foregoing instrument was acknowledged before me this 20 day of April, 2011 *May*  
by JOHN MAZZIOTTI as Mayor ~~LEE R. FELDMAN~~ as City Manager and ~~ALICE PASSMORE~~ as  
City Clerk of the City of Palm Bay Florida, a municipal corporation, on behalf of the municipal  
corporation, who are personally known to me.

NOTARY'S SEAL

NOTARY PUBLIC, STATE OF FLORIDA  
Alina Bladow  
Commission # EE039025  
Expires: NOV. 29, 2014  
BONDED THRU ATLANTIC BONDING CO., INC.

*Alina Bladow*  
NOTARY PUBLIC, STATE OF FLORIDA

Alina Bladow

(Name of Acknowledger Typed, Printed or  
Stamped) *November 29, 2014*

Commission Number

BCRA

Witnesses:

*James L. Hill*  
*Bob Kelly*

BAYFRONT COMMUNITY  
REDEVELOPMENT AGENCY

By: *Donna M. Brooks*  
CHAIRPERSON

ATTEST

By: *Carol Gerundo*  
SECRETARY

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 24<sup>th</sup> day of May, 2011, before me personally  
appeared Donna Brooks, Chairperson of the Bayfront Community Redevelopment Agency and he  
acknowledged that he executed the foregoing instrument as the proper Official of the Bayfront  
Community Redevelopment Agency and the same is the act and deed of said Bayfront Community  
Redevelopment Agency

NOTARY'S SEAL

*Carol Gerundo*  
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or  
Stamped)

NOTARY PUBLIC, STATE OF FLORIDA  
Carol Gerundo  
Commission # DD768061  
Expires: MAR. 12, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

Commission Number  
STATE OF FLORIDA

City of Palm Bay and the Bayfront Community Redevelopment Agency  
Interlocal Agreement  
Page 6 of 7

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of April, 2011 by \_\_\_\_\_ as Secretary of the Bayfront Community Redevelopment Agency who is personally known to me:

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed, or Stamped),

\_\_\_\_\_  
Commission Number:

## **Exhibit "A"**

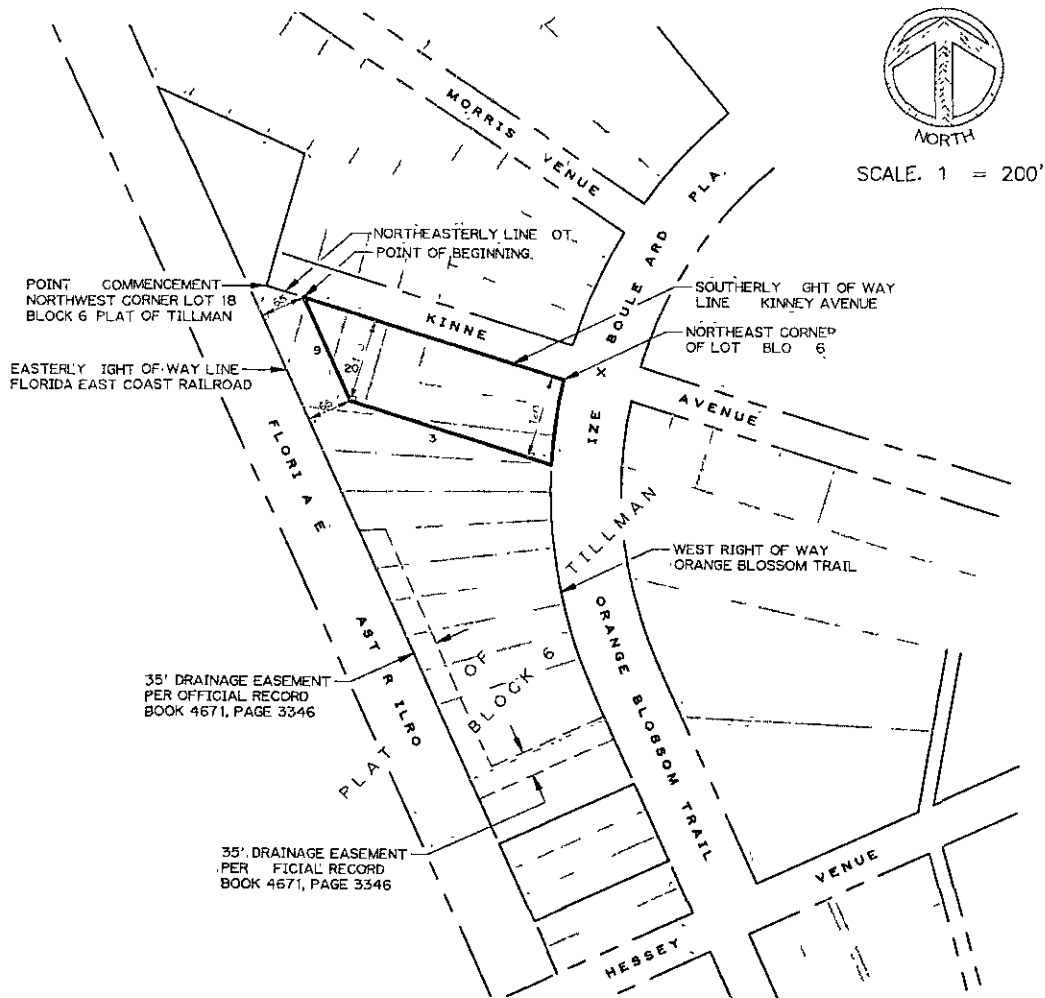
### **Koske Property Legal Description**

Plat of Tillman, Lots 1 to 15, 18 to 21 and Out Lot H of Block 6, Plat Book 2, Page 4 (OR 342/108) Brevard County Public Records

## Exhibit "B"

### Proposed Pond & BCRA Properties Legal Descriptions

# SKETCH OF LEGAL DESCRIPTION 'EXHIBIT B-1



NOTE. THIS IS NOT A SURVEY

LEGAL DESCRIPTION (north parcel):

A portion of Lots 1 through 4 and 18 through 21, Block 6, of the Plat of Tillman as recorded in Plat Book 2, Page 4 of the Public Records of Brevard County, Florida, described as follows:

Commence at the northwest corner of Lot 18, Block 6 of said Plat of Tillman; thence southerly along the northeasterly line of Lot 18 to a point that is 65 feet northeasterly of and perpendicular to the easterly right of way of the Florida East Coast Railroad and the Point of Beginning; thence southeasterly and parallel with said railroad right of way through Lots 18, 19 and 20 to a point that is 120 feet southwesterly and perpendicular to the southerly right of way of Kinney Avenue as shown on said Plat of Tillman; thence southeasterly and parallel with said right of way of Kinney Avenue through Lots 20, 21, 3 and 4 to the west right of way of Orange Blossom Trail (Loizeaux Boulevard per Plat); thence northerly along said right of way to the northeast corner of Lot 1, Block 6; thence northwesterly along the southerly right of way of Kinney Avenue to the Point of Beginning.

Containing 41,002 square feet, more or less

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G.17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES:

*Craig S. McKinnon*  
CRAIG S. MCKINNON FLORIDA REGISTERED LAND SURVEYOR NO. 5057

SKETCH NOT VALID UNLESS IT IS  
EMBOSSSED WITH SURVEYORS SEAL



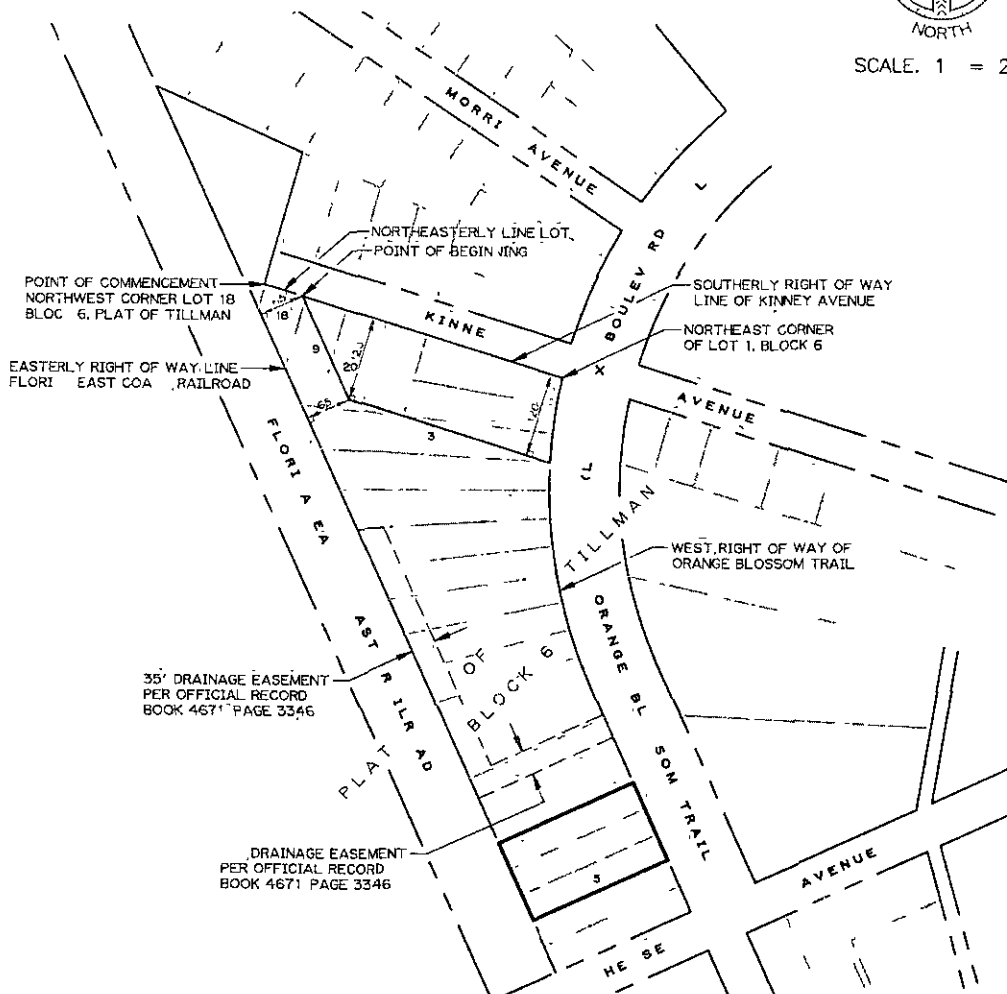
CITY OF PALM BAY FLORIDA  
1050 MALABAR ROAD, SW  
PALM BAY FLORIDA 32907  
(321) 953-8996



# SKETCH OF LEGAL DESCRIPTION 'EXHIBIT B-2'



SCALE. 1" = 200'



NOTE. THIS IS NOT A SURVEY

LEGAL DESCRIPTION (south parcel):

Lots 13, 14 and 15, Block 6, Plat. of Tillman as recorded in Plat Book 2, page 4, of the Public Records of Brevard County Florida

Containing 25,200 square feet, more or less.

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

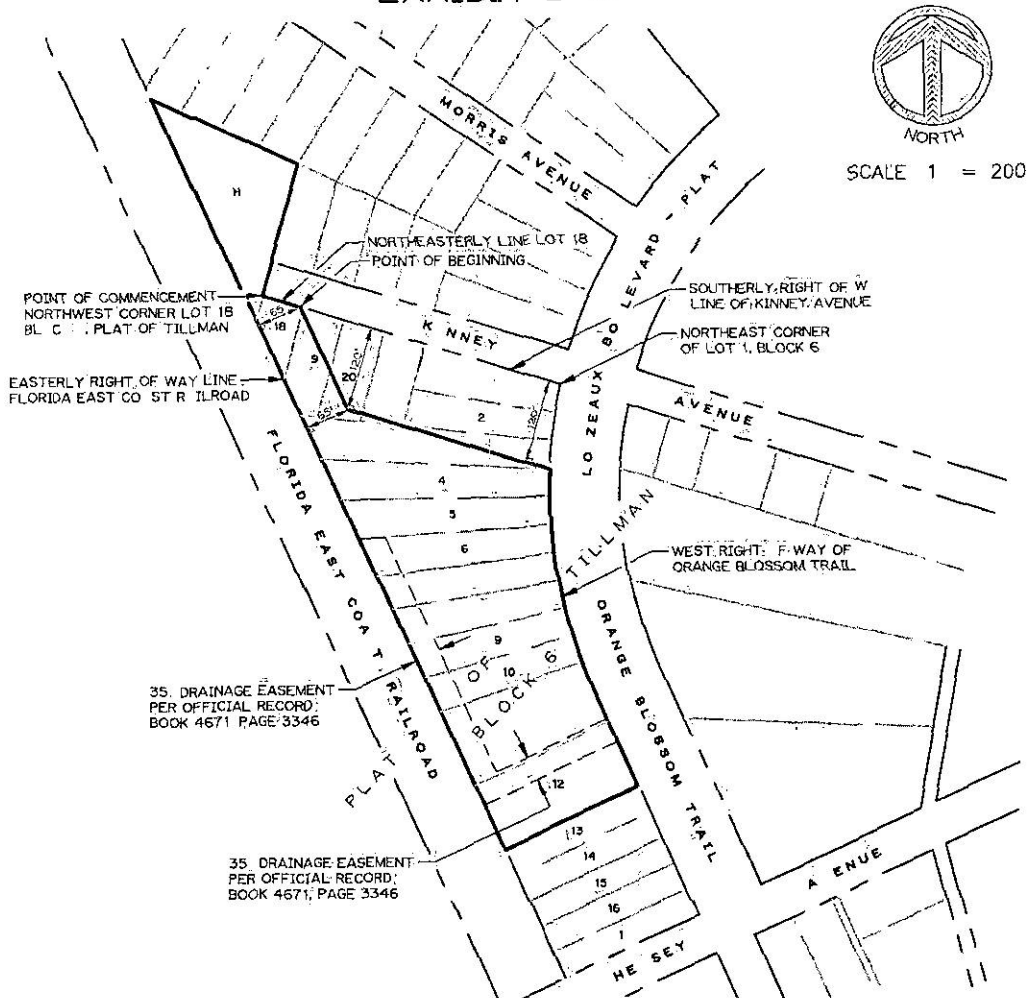
*Craig S. McKinnon*  
CRAIG S. MCKINNON FLORIDA REGISTERED LAND SURVEYOR NO. 5057

SKETCH NOT VALID UNLESS IT IS  
EMBOSSSED WITH SURVEYORS SEAL



CITY OF PALM BAY FLORIDA  
1050 MALABAR ROAD, SW  
PALM BAY FLORIDA 32907  
(321) 953-8996

# SKETCH OF LEGAL DESCRIPTION "EXHIBIT B-3"



**NOTE. THIS IS NOT A SURVEY**

**LEGAL DESCRIPTION (pond parcel):**

Lots 1 through 12, 18 through 21 of Block 6 and Lot H of the Plat of Tillman as recorded in Plat Book 2, Page 4 of the Public Records of Brevard County Florida less and except the following described parcel:

Commence at the northwest corner of Lot 18, Block 6 of said Plat of Tillman; thence southeasterly along the northeasterly line of Lot 18 to a point that is 65 feet northeasterly of and perpendicular to the easterly right of way of the Florida East Coast Railroad and the Point of Beginning; thence southeasterly and parallel with said railroad right of way through Lots 18, 19 and 20 to a point that is 120 feet southwesterly and perpendicular to the southerly right of way of Kinney Avenue as shown on said Plat of Tillman; thence southeasterly and parallel with said right of way of Kinney Avenue through Lots 20, 21, 3 and 4 to the west right of way of Orange Blossom Trail, (Lozeaux Boulevard per Plat); thence northerly along said right of way to the northeast corner of Lot 1, Block 6; thence northwesterly along the southerly right of way of Kinney Avenue to the Point of Beginning.

Containing 177,399 square feet more or less

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES

*Craig S. M. Kinnon*  
CRAIG S. M. KINNON FLORIDA REGISTERED LAND SURVEYOR NO 5057

SKETCH NOT VALID UNLESS IT IS  
EMBOSSSED WITH SURVEYORS SEAL



**CITY OF PALM BAY FLORIDA**  
1050 MALABAR ROAD, SW  
PALM BAY FLORIDA 32907  
(321) 953 8996

## Exhibit "C"

### City of Palm Bay Marina Property Legal Description

#### Parcel One

All of that part of Lots 1, 2 and 4, Block 2 Map No. 1, Town of Palm Bay as described in Plat Book Page 3, Public Records of Brevard County, Florida, lying west of the westerly right of way line of U.S. Highway No. 1, less and except that property described in Official Record Book 1172 Page 765, Public Records of Brevard County, Florida. Being more particularly described as follows: Beginning at the Northwest corner of Lot 4, Block 2 Map No. 1, Town of Palm Bay, as recorded in Plat Book 2 Page 3, Public Records of Brevard County, Florida, run N 65° 07' E Deed; N 65° 26' 09" E Measured, along the north line of said lot 4, 20.00 feet to the west line of property described in Official Record Book 1172 Page 765, Public Records of Brevard County, Florida; Thence S 24° 23' E Deed, S 24° 33' 51" E Measured, along said west line 80.00 feet to the south line of said property described in Official Record Book 1172, Page 765; Thence N 65° 37' E Deed, N 65° 26' 09" E Measured, along said south line 96.39 feet to the westerly right of way line of U.S. Highway No. 1 (State Road No. 5); Thence Southwesterly along the right of way line and along a curve concave to the East, said curve having a radius of 2392.01 feet, a central angle of 1° 37' 38" and a chord bearing of S 40° 12' 11" E Deed, S 40° 23' 02" E Measured, an arc distance of 67.93 feet to the point of tangency of said curve Thence S 41° 01' E Deed, S 41° 11' 51" E Measured, along said westerly right of way line of U.S. Highway No. 1, a distance of 509.74 feet more or less, to the mean water line of Turkey Creek, Thence the next 10 courses meander the mean water line of Turkey Creek. Thence N 80° 32' 56" W 17.79; Thence N 71° 04' 47" W 23.00; Thence N 67° 50' 57" W 33.13; Thence N 56° 59' 44" W 20.02; Thence N 45° 49' 26" W 37.03; Thence N 51° 41' 08" W 22.68; Thence N 39° 47' 21" W 61.35; Thence N 31° 49' 54" W 38.87; Thence N 9° 13' 24" W 19.20; Thence N 5° 53' 42" W 29.23 to a line established by the Florida Department of Environmental Protection and agreed to by the City of Palm Bay as the approximate shore line prior to dredging. Thence along said line, for the next four courses N 72° 17' 34" W 73.56; Thence S 75° 34' 31" W 36.45; Thence S 55° 14' 04" W 48.55; Thence S 13° 07' 49" W 74.10 to the southeast corner of a wood bulkhead; Thence S 65° 05' 03" W along said bulkhead 1.25 to the southeast corner of Lot 5, Block 2 also being on the southerly extension of the west line of Lot 4, Block 2; Thence N 24° 42' 15" W along said west line of the aforementioned lot 4, Block 2 and the southerly extension thereof, 379.68' to the Point of Beginning.

And

#### Parcel Two

Lots 5, 6 and 7, Block 2 Map No. 1, According to the Plat thereof as recorded in Plat Book 2, Page 3, Public Record of Brevard County, Florida.

Prepared by:

Craig S. McKinnon  
Professional Land Surveyor  
Florida Registration #5057

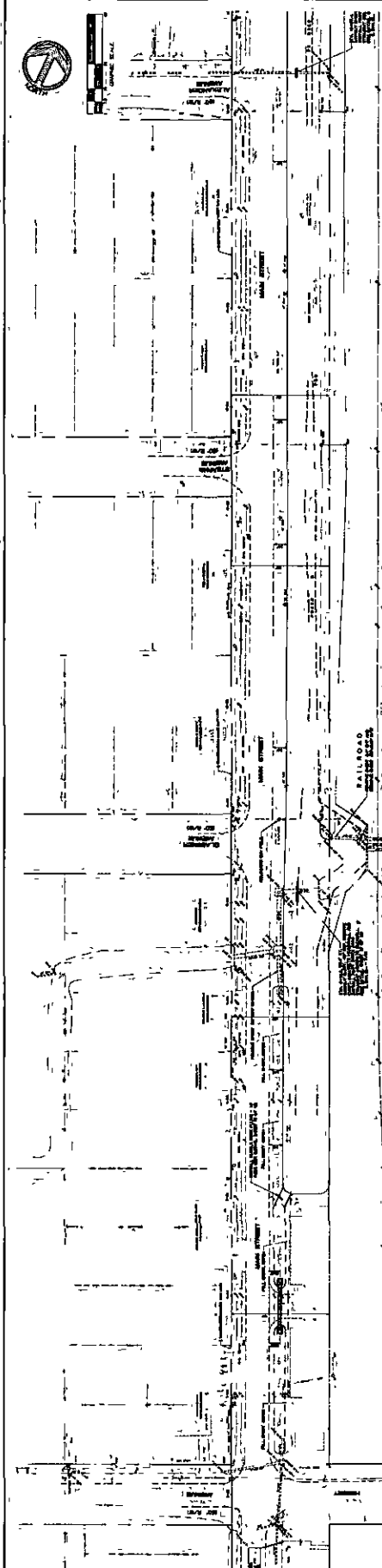
CITY OF PALM BEACH, FLORIDA  
PUBLIC WORKS DEPARTMENT  
CAPITAL IMPROVEMENTS DIVISION  
1050 PALM BEACH BOULEVARD, S.W.  
PALM BEACH, FLORIDA 33407  
(407) 855-0996

ACCREAGE SUMMARY:	
SUM PROPERTY OWNERS	1 SURV AC.
SUM PROPERTY OWNERS	0.001266
TOTAL SUM PROPERTY	1.000000
TOTAL CITY OF MILWAUKEE	
PROPERTY OWNERS PAGE	

CITY OF PALM BAY - PROPOSED BOND

ACRA PROPERTY

CRA PROPERTY.



# LEGISLATIVE MEMORANDUM



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

**FROM:** Lee R. Feldman, City Manager

**DATE:** May 19, 2011

Lee R. Feldman  
=Lee Feldman City of  
Palm Bay, Florida =City  
Ma  
email=feldmnl@palmbayflorida  
28-06-04

**RE:** Interlocal Agreement with BCRA, Purchase of Koske Property

The property owned by Mr. John R. Koske in the Bayfront Community Redevelopment District is a strategic parcel for the further improvement of the Basin 3 drainage system. Although discussions with Mr. Koske have been ongoing for years, he has recently indicated a willingness to sell the property.

However, the City (Stormwater Utility) does not currently have the financial resources to purchase the property. City staff has been discussing potential partnership opportunities with the Bayfront Community Redevelopment Agency (BCRA).

Both the City Council and the BCRA have favorably considered the concept of an Interlocal Agreement where the BCRA purchases the Koske property and the City would give the BCRA a commensurate property interest in the City's marina based on the appraised value of that portion of the Koske property to be used by the City.

Staff has worked with the City Attorney's Office to draft the final Interlocal Agreement, which was reviewed and approved by the BCRA on May 10, 2011.

The Interlocal Agreement is attached for the Council's consideration.

## **FISCAL IMPACT**

BCRA Bond Funds will be used to purchase the property.

As part of the Agreement, the City agrees to extinguish its Code Enforcement lien, the value of which is \$52,200 as of April 7, 2011.

The Public Works Department would incur additional costs for mowing, maintenance, and the City's marina revenue would be reduced by about 20% (about \$800 per month). The City would ultimately incur the cost for pond design, maintenance, and construction. Grant funds will be pursued for the pond project.

## **RECOMMENDATION:**

Motion to authorize the Mayor and City Manager to execute the Interlocal Agreement.

SH/tjl

Attachments: 1) Interlocal Agreement  
2) Map

K:\M\age\nt\CityManager\Agenda\Items\May2011\KoskeInterlocalAgreement.doc

A-RCM 2011-15 5-19-11

05/25/11 scanned + emailed to T Fred, BCRA