



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

AGENDA

Regular Council Meeting 2021-13 Thursday

**June 3, 2021 - 7:00 PM
Council Chambers, 120 Malabar Road SE, Palm Bay FL 32907**

CALL TO ORDER:

INVOCATION:

1. Pastor David Trexler - Peace Lutheran Church, Palm Bay

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' 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).++
7. One (1) term expiring on the Youth Advisory Board (represents 'at-large' student member position).+

AGENDA REVISIONS:

CONSENT AGENDA:

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

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

1. Adoption of Minutes: Regular Council Meeting 2021-11; May 6, 2021.
2. Award of Bid: Culvert pipe replacement, Tranter Avenue at Melbourne Tillman Water Control District Canal C-41R – IFB 46-0-2021 – Public Works Department (Timothy Rose Contracting, Inc. - \$253,889, plus 10% contingency (\$25,389)).
3. Ordinance 2021-32, amending the Code of Ordinances, Chapter 30, City Manager, by modifying provisions contained therein, first reading.
4. Ordinance 2021-33, amending the Code of Ordinances, Chapter 36, Parks and Recreation, by modifying provisions contained therein, first reading.
5. Ordinance 2021-34, amending the Code of Ordinances, Chapter 38, Procurement Department, by modifying provisions contained therein, first reading.
6. Ordinance 2021-35, amending the Code of Ordinances, Chapter 39, Community and Economic Development, by modifying provisions contained therein, first reading.
7. Ordinance 2021-36, amending the Code of Ordinances, by creating Chapter 41, Information Technology Department, first reading.
8. Ordinance 2021-37, amending the Code of Ordinances, by creating Chapter 42, Public Works Department, first reading.
9. Ordinance 2021-38, amending the Code of Ordinances, by creating Chapter 43, Parks and Facilities Department, first reading.
10. Ordinance 2021-39, amending the Code of Ordinances, by creating Chapter 44, Utilities Department, first reading.
11. Consideration of an amendment to Redevelopment Incentive Agreement between the Bayfront Community Redevelopment Agency (BCRA) and NorthShore Development, LLC.
12. Consideration of the contract renewal with Sunrise Consulting Group, LLC, for State Lobbying Consulting Services through September 30, 2022 (\$48,000).
13. Consideration of changing the Emerson Drive/Malabar Road signal respan location to Eldron Boulevard/Bayside Lakes Boulevard respan.
14. Consideration of appropriating funds from the Undesignated Fund Balance for remainder of funding needed for cured-in-place pipe services of the sewer main rehabilitation in Fiscal Year 2021 (\$14,391); and consideration of increasing the annual expenditure for Fiscal Year 2021 (\$558,042) and Fiscal Years 2022 through 2024 (\$500,000 annually).
15. Consideration of allocating funds within the Public Works Department for capital asset needs (\$45,948).
16. Consideration of utilizing Transportation Impact Fees for the acquisition of additional right-of-way on Babcock Street (\$19,000).
17. Consideration of utilizing Fire Impact Fees for the purchase of a brush truck for Fire Station 6 (\$180,000).
18. Consideration of appropriating funds from the Undesignated Fund Balance for the purchase of a meter tester (\$11,625).
19. Consideration of a budget amendment to allocate funds for the purchase of tables and caddies for the Palm Bay Senior Center (\$7,115).
20. Consideration of expenditures from the Palm Bay Police Department's Law Enforcement Trust Fund (\$19,800).

21. Consideration of travel and training for specified City employees (Police Department).

RECOGNITIONS AND PROCLAMATIONS:

1. Honoring Norman Voltz, City Councilman. (Mayor Medina)
2. Life Christian University Graduation Day and 16th Anniversary Day - June 6, 2021. (Mayor Medina)
3. Gun Violence Awareness Day - June 4, 2021. (Deputy Mayor Johnson)
4. Caribbean Heritage Month - June 2021.

PUBLIC COMMENTS/RESPONSES:

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

PUBLIC HEARINGS:

1. Ordinance 2021-31, 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), final reading.
2. CARES Act Substantial Amendment to the FY 2019-2020 Annual Action Plan, final hearing.

PROCUREMENTS:

1. Award of Proposal: Playground replacements, nine (9) locations – RFP 22-0-2021 – Parks Department (Advanced Recreational Concepts - \$655,094); and approval of appropriating funds for overage in project award (\$65,094).
2. Award of Proposal: Risk third party administrator – RFP 26-0-2021 – City Attorney's Office (Johns Eastern Company, Inc. - \$60,000 annually).

COUNCIL REPORTS:

NEW BUSINESS:

1. Resolution 2021-21, establishing the composition of the Fraud Investigation Committee.
2. Consideration of co-sponsorship policy for special events.
3. Consideration of appointing one (1) member of City Council to serve on the evaluation team for the federal lobbyist Request for Proposals (RFP).
4. Consideration of scheduling two (2) workshop meetings for June 2021.

ADMINISTRATIVE AND LEGAL REPORTS:

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

ADJOURNMENT:

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

If an individual decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, a record of the proceedings will be required, and the individual will need to ensure that a verbatim transcript of the proceedings is made,

which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

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

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

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

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



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 6/3/2021

RE: One (1) term expiring on the Youth Advisory Board (represents 'at-large' student member position).+

The term of Miguel Wisener Cuartas on the above board will expire on June 17, 2021. Mr. Wisener Cuartas represents the 'at-large' student member 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 July 1, 2021.



LEGISLATIVE MEMORANDUM

DATE: 6/3/2021

RE: Adoption of Minutes: Regular Council Meeting 2021-11; May 6, 2021.

ATTACHMENTS:

Description

May 6, 2021, RCM Minutes

CITY OF PALM BAY, FLORIDA

REGULAR COUNCIL MEETING 2021-11

Held on Thursday, the 6th day of May 2021, at the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida.

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

The meeting was called to order at the hour of 7:02 P.M.

Senior Pastor Ken Delgado, The House Church, Palm Bay, gave the invocation which was followed by the Pledge of Allegiance to the Flag.

ROLL CALL:

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

Mr. Foster participated in the meeting via teleconference.

CITY STAFF: Present was Fred Poppe, Recreation Director; Sandra Urban, Community Development Administrator; Nelson Moya, Chief of Police; Leslie Hoog, Fire Chief; Frank Watanabe, City Engineer; Laurence Bradley, Growth Management Director.

ANNOUNCEMENT(S):

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

- 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; preferably a member of the Palm Bay Chamber of Commerce).++**
- 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).+

AGENDA REVISION(S):

1. Ms. Sherman stated that, at the request of Mayor Medina, Item 2, under Proclamations (National Police Week), was moved to Item 1 to permit the Honor Guard to present the flag.

2. Ms. Sherman announced that the Legislative Memorandum, Staff Report and Ordinance relating to Item 4, under Public Hearings (Cypress Bay West Phase 1 PUD), had been revised to include an additional condition.

2. Ms. Sherman advised that Bruce Moia, representative for Item 6, under Public Hearings (Richmond Cove PUD), requested a continuance to the May 20, 2021, regular Council meeting as he was unable to attend tonight's meeting.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to continue Resolution 2021-19 to the May 20, 2021, regular Council meeting. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

3. Ms. Smith announced that consideration of travel and training for the Office of the City Attorney and Procurement Department was added as Item 5, under New Business.

4. Ms. Smith advised that under Item 5, Consent Agenda (Ordinance 2021-25), "quasi-judicial" should be stricken as the quasi-judicial portion had already been addressed through another ordinance.

CONSENT AGENDA:

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

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, that the Consent Agenda be approved as presented, with the removal of Items 5, 6, 7, and 11, from consent. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

1. Adoption of Minutes: Regular Council Meeting 2021-09; April 1, 2021.

The minutes, considered under Consent Agenda, were approved as presented.

2. Award of Bid: Culvert pipe replacement, Emerson Drive at Canal C-51 – IFB 32-0-2021 – Public Works Department (Timothy Rose Contracting, Inc. - \$338,519, plus 10% contingency of \$33,852).

Staff Recommendation: Award the bid for culvert pipe replacement, Emerson Drive at Canal C-51, to Timothy Rose Contracting, Inc. (Vero Beach), in the amount of \$338,519.44, plus 10% contingency of \$33,851.94, for a total of \$372,371.38.

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

3. Contract: Road Bond Paving, Units 1, 2, 3, 4, 27, 35, 43, and 47, Change Order 1 – Public Works Department (VA Paving, Inc., \$246,077).

Staff Recommendation: Approve Change Order 1 for the road bond paving of Units 1, 2, 3, 4, 27, 35, 43, and 47, with VA Paving, Inc. (Cocoa), in the amount of \$246,077.10.

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

4. Miscellaneous: Negotiate master consultant agreements and fee schedule, architectural and engineering design services, new building addition to Malabar Road City Hall Campus – RFQ 34-0-2021 – Growth Management, Building, Utilities Departments (Silling Architects).

Staff Recommendation: Authorize staff to negotiate a Master Consultant Agreement for Architectural and Engineering Services of the New City Hall Building and establish hourly rate schedules for RFQ 34-0-2021 with Silling Architects (Orlando).

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

5. Ordinance 2021-25, amending the Code of Ordinances, Chapter 51, Public Hearings, by including provisions for establishing time limits for land use (quasi-judicial) public hearings held before the City Council, first reading.

The City Attorney read the ordinance in caption only.

Bill Battin, resident, said that councilmembers should have a speaking limit of five (5) minutes with no rebuttals and asked what constituted an adversely affected person. He also suggested special Council meetings for recognitions and proclamations to reduce time at the regular meetings for Council action items.

Ms. Smith advised that aggrieved or adversely affected party pertained to a person's interest affected by the proposed land use change and differs in degree and scope than the public at-large. Ms. Smith presented the item to Council.

Motion by Mr. Bailey, seconded by Deputy Mayor Johnson, to adopt Ordinance 2021-25. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

6. Consideration of a three-year lease agreement with the Greater Palm Bay Senior Center, with the option to renew for two (2) additional one-year terms.

Staff Recommendation: Authorize the City Manager to execute a three-year lease agreement with the Greater Palm Bay Senior Center, with the option to renew for two (2) additional one-year terms.

Bill Battin, resident, supported the senior center, but said that when the City entered into agreements such as this, along with very low annual terms, the City takes on the responsibility for most of the maintenance. However, the residents pay fees and/or taxes for the use of these facilities.

Ms. Sherman said the agreement was mutually beneficial for the senior group as well as the City. Although the City paid for the bulk of operational costs and maintenance of the building, the City did not have to staff for the operations of the programming provided by the organization. Mayor Medina asked for the cost for not having to staff the facility. Ms. Sherman did not have figures on hand but noted that all of the individuals that ran the Senior Center were volunteers. Mr. Poppe advised that staffing and operations would cost approximately \$700,000 annually.

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

7. Consideration of designating 648 Osmosis Drive as surplus real estate and negotiating the sale to Brevard Island Oaks, LLC.

Staff Recommendation: Designate 648 Osmosis Drive as surplus real estate and authorize staff to negotiate the sale to Brevard Island Oaks, LLC.

Bill Battin, resident, stated that the Homes for Warriors Program had cost the City financially, along with its reputation. He asked how much the program had cost the city for legal fees, back taxes, etc., and if this home could be used to help the homeless program. Ms. Sherman advised that the Homes for Warriors Program was no longer active. She added that because the City was in the process of cleaning up the Homes for Warriors Program, properties were not being offered to any specific entities at this time. Ms. Urban advised that the City had not incurred any legal fees as in-house staff was utilized for same. The back taxes of approximately \$8,000 were paid by Brevard Island Oaks, LLC and were current. She said it would be very costly to rehabilitate the home and recoup those costs.

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to approve the designation of 648 Osmosis Drive as surplus real estate and authorize staff to negotiate the sale to Brevard Island Oaks, LLC. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

8. Consideration of a transfer from General Fund to the SHIP Fund to reimburse administrative costs incurred in Fiscal Year 2020 (\$77,595).

Staff Recommendation: Approve a transfer of \$77,595 from the General Fund to the SHIP Fund to reimburse administrative expenses incurred in Fiscal Year 2020.

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

9. Consideration of submitting an application for the Florida Department of Economic Opportunity's Community Planning Technical Assistance (CPTA) Grant to fund the development of a Business Corridor Improvement Plan (\$50,000).

Staff Recommendation: Authorize the City to submit a grant application under the Florida Department of Economic Opportunity Community Planning Technical Assistance grant program, in the amount of \$50,000, to fund the development of a Business Corridor Improvement Plan.

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

10. Consideration of executing the Brevard Emergency Medical Services (EMS) Trust Grant for a Life Pack 15 (\$21,700) and appropriation of funds from the Undesignated Fund General Fund balance to cover remainder of funding (\$9,205).

Staff Recommendation: Authorize the City Manager to execute the Brevard Emergency Medical Services (EMS) Trust Grant for a Life Pack 15, in the amount of \$21,700, and approve the appropriation of funds from the Undesignated Fund General Fund balance to cover remainder of funding, in the amount of \$9,205.

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

11. Consideration of construction funding for replacing the culvert on Tranter Avenue at Melbourne Tillman Water Control District Canal C41R (\$285,000).

Staff Recommendation: Approve construction funding for project 21SU15, Tranter Avenue at Melbourne Tillman Water Control District (MTWCD) Canal C41R culvert replacement, in the amount of \$285,000.

Bill Battin, resident, asked if any portion of the \$285,000 could be paid by MTWCD. Ms. Sherman responded in the negative as the road and culverts were the responsibility of the City.

Randall Olszewski questioned why a culvert was being installed to connect the two roads. He said he drove to the area and spoke to the resident that abutted the site. The resident did not want the road opened as it was used as a cut-through for residents and affected his property.

Ms. Sherman explained that this was one of the projects funded through the Stormwater Program. Several roads had been closed due to significant stormwater failure and it was always the plan to reopen the roads once repaired.

Mr. Bailey said if there was a public safety issue, he would want the road to be reopened. He asked if police and fire services would be impacted by the road reopening. Chiefs Moya and Hoog advised there were no issues for their departments. Ms. Sherman advised that the City was supposed to reopen the roads once stormwater funding was available. Mr. Watanabe said there were no stormwater issues but felt it was always a

good idea to have several points of circulation, especially with the increase in population density. Ms. Sherman stated that a survey could be done of the residents in the area if desired.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to approve construction funding for replacing the culvert on Tranter Avenue at Melbourne Tillman Water Control District Canal C41R in the amount of \$285,000.

Deputy Mayor Johnson said there were many empty lots in that area and once they were improved, there would be increased traffic and nowhere for the traffic to go. Mr. Felix said if the funds had been allocated then he supported the request as is.

Mr. Bailey asked if this could be delayed until the end of the Road Program and the funds could be allocated towards a road paving project. Mr. Watanabe said this was perfect timing to open the road as it was being absorbed into the Units 17 and 22 road paving projects which were currently underway. Ms. Sherman advised that the bid for the paving of Tranter Avenue had already been posted.

Mr. Felix asked staff to provide a presentation on the stormwater funding. Mayor Medina asked that the presentation be forwarded to Council. Council concurred.

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

12. Consideration of transferring funds from Public Works operating budget to Fleet Services capital account for the replacement of a tractor bush hog attachment (estimated \$7,681).

Staff Recommendation: Approve the transfer of funds from the Public Works operating budget to Fleet Services capital account for the replacement of a tractor bush hog attachment 7071, in the estimated amount of \$7,681.

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

13. Consideration of City's co-sponsorship with the Court Kingz 2021 Summer Streetball League.

Staff Recommendation: Approve the City's co-sponsorship with Court Kingz to host the 2021 Summer Streetball League; approve the application for Court Kingz to utilize

\$13,300 in Law Enforcement Trust Funds; and approve a budget amendment for \$12,935 of in-kind wages and authorize \$5,410 in fee waivers.

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

14. Consideration of expenditures from the Palm Bay Police Department's Law Enforcement Trust Fund (\$13,300).

Staff Recommendation: Approve the expenditure of funds as specified in the City Manager's memorandum.

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

15. Consideration of travel and training for specified City Employees (Office of the City Clerk).

Staff Recommendation: Approve the travel and training as specified.

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

16. Consideration of travel and training for specified City employees (Finance Department).

Staff Recommendation: Approve the travel and training as specified.

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

17. Consideration of travel and training for specified City employees (Police Department).

Staff Recommendation: Approve the travel and training as specified.

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

18. Acknowledgement of the City's monthly financial report for March 2021.

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

19. Acknowledgement of Budget Monitoring Report for Fiscal Year 2021 Quarter 2 (Unaudited).

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

RECOGNITIONS AND PROCLAMATIONS:

The Honor Guard presented the flag and sang the National Anthem for National Police Week.

The proclamations were read.

- 1. National Day of Prayer - May 6, 2021. (Mayor Medina)**
- 2. National Police Week - May 9-15, 2021. (Councilman Foster)**
- 3. National Women's Lung Health Week - May 9-15, 2021.**
- 4. Economic Development Week - May 10-14, 2021.**

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

Residents made general comments.

Deputy Mayor Johnson asked staff to announce the meetings regarding the update to the City's Comprehensive Plan (Comp Plan) at all Council meetings.

PUBLIC HEARING(S):

- 1. Ordinance 2021-08, completing an Evaluation and Appraisal Report (EAR) and amending the City's Comprehensive Plan Capital Improvements Element, Coastal Management Element, Infrastructure Element, Intergovernmental Coordination Element, and Transportation Element (Case CP-3-2021, City of Palm Bay), final reading.**

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

Ann Marie Fraser, resident, said it was alarming that the Comp Plan had not been updated. She said that enacting ordinances to fix issues instead of updating the Comp Plan should not continue.

Bill Battin, resident, said that with all of the development occurring throughout Palm Bay, the City was using a road rating of C, which relieved developers of having to pay in because they had not met the threshold of increased traffic. He suggested that staff look into lowering the rating to a D or E.

Ms. Sherman said that the update to the Comp Plan was not going to be another band-aid, but a full-fledged visioning and update to the Comp Plan. Staff was also working on the road classifications and would be adjusting those as well.

Mr. Bradley advised that the Comp Plan had not been fully updated since 2001. The current process to update the Comp Plan started in October and the first step was to hire a consultant. He further explained other requirements, stakeholder meetings and upcoming public sessions to be held. Mr. Bradley said there were some issues, such as road classifications, that could not wait until the Comp Plan was updated so some items and applications would continue to as is for consideration by the Planning and Zoning Board and City Council. The first draft of the visioning should be completed in September and information had been posted to the City's website.

Deputy Mayor Johnson asked if an ordinance needed to be enacted to require staff to update the Comp Plan every ten (10) years. Mr. Bradley said it was a statutory requirement for the EAR amendments to be done every seven (7) years. He suggested creating an implementation committee which would be an ongoing implementation program and would assist in bringing ideas and policies to fruition. Mayor Medina felt a decade was too long between updates. Mr. Bailey said there was no set time frame for updating the entire Comp Plan and asked if the committee would have the ability to discuss and decide on such time frames. Mr. Bradley said there were no statutory requirements for the visioning study and Council or the committee could decide to implement "check-ins" at any time.

The public hearing was closed.

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to adopt Ordinance 2021-08. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

2. Ordinance 2021-24, vacating a portion of the rear public utility and drainage easement located within Lot 8, Block 912, Port Malabar Unit 22 (Case VE-3-2021, Magaly and Peter Martz), final reading.

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

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to adopt Ordinance 2021-24. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

3. Ordinance 2021-26, 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), first reading.

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

The City Attorney read the ordinance in caption only. The public hearing was opened. Ms. Sherman presented the request to Council. The public hearing was closed.

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to approve Ordinance 2021-26. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

4. 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), first reading.

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

The City Attorney read the ordinance in caption only. The public hearing was opened. Attorney Tucker Byrd, Jake Wise, and Rochelle Lawandales, representatives for the applicant, presented the request to Council. Mr. Wise said it was preferred to rename the portion of Mara Loma Boulevard to Kendall Circle, since it was a rebranding for Cypress Bay and no longer related to Waterstone. He advised that Brevard E-911 had approved the name of the road.

Mr. Bailey asked if the road name change could be considered under this item. Mr. Bradley confirmed same, however, staff did not feel it was the appropriate place to change

the name. The road should connect to another road or intersection before the name changed.

Attorney Lance Clouse, representative for Waterstone Homeowner's Association (HOA), said it was brought to the attention of Council at a previous meeting that the HOA was concerned about an increase to the association pursuant to the agreement that could create a hardship for its members. Although there had been excellent discussions between himself and representatives for the developer, a formal agreement had not been reached to address the issue. He asked Council to consider renaming the roadway. The main reason being that based on the Shared Services Agreement, if Mara Loma Boulevard were extended, it would imply that the HOA would have to pay fifteen percent (15%) for the other communities in the future.

Members of the HOA commented that they had no objection to the development but did not want the HOA paying for that portion of the road for other gated communities.

Mr. Byrd noted that the Shared Services Agreement was with Mara Loma Boulevard Association, not with the developer. His opinion was that if the road name changed, it appeared that the agreement would not apply.

Mayor Medina asked why an agreement had not been drafted that the current agreement would not apply to that portion if the road name remained as Mara Loma Boulevard, especially with it being a public safety issue. Mr. Byrd said the developer wanted the name changed because it differentiated the communities.

Mr. Bailey agreed with staff's recommendation that the road name be consistent, but asked if there was any other alternative, such as a temporary road name change, until the developer and HOA resolved the issue. Mr. Bradley said the request was for final plat approval and the design and road names on the plat would be approved as presented.

Mr. Byrd clarified that the application approval was not contingent upon the road name change. It was not clear at this point whether the road would be private, gated, etc., as it was the decision of the developer.

The public hearing was closed.

Motion by Mr. Bailey, seconded by Mr. Felix, to approve Ordinance 2021-27.

Councilmembers supported the request and explained their reasons for same. Deputy Mayor Johnson strongly encouraged the parties to communicate and resolve the name change issue. Mr. Foster agreed with staff's recommendation and did not support the

road name change. Mr. Bailey said that Council could not deny the request based on the road name change, but also hoped that the issue would get resolved.

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

A brief recess was taken after which time the meeting resumed.

5. 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), first reading.

The Planning and Zoning Board recommended that the request be approved, subject to the staff and technical comments contained in the Staff Report, with the condition that an 8-foot-high wall or fence be erected prior to completion of Phase 1.

The City Attorney read the ordinance in caption only. The public hearing was opened. Jake Wise, Construction Engineering Group, LLC, and representative for the applicant, presented the request to Council.

Brenda Chrieki, member of Malabar Lakes West HOA, asked if the wall could be erected at or before the beginning of Phase 3 due to the dirt from construction causing a nuisance to the residents in the area. She had spoken with Mr. Wise and advised that he had agreed to same.

Mr. Wise confirmed that the wall would be erected in Phase 3.

The public hearing was closed.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to approve Ordinance 2021-28, with the condition that the 8-foot-high wall or fence would be erected prior to the beginning of Phase 3. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

6. 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).

The item, announced under Agenda Revisions, was continued to the May 20, 2021, regular Council meeting.

7. Request by Mary Vargas for a variance to allow a proposed screen room enclosure to encroach six (6) feet and an existing swimming pool to encroach eight (8) feet into the eight-foot side accessory structure setback as established by Section 185.118(A)(4), Palm Bay Code of Ordinances. (0.47 acres) (V-10-2021) (Quasi-Judicial Proceeding).

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

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

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

UNFINISHED AND OLD BUSINESS:

1. Appointment of two (2) members to the Building and Construction Advisory Committee.

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to appoint Michael Dubose Sharpe and Don Jordan to the Building and Construction Advisory Committee. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

COUNCIL REPORTS:

Councilmembers addressed various subject.

1. Mr. Bailey appointed Randall Olszewski to the Sustainability Board.
2. Mr. Bailey presented a video of a Brevard County Board of County Commissioners meeting in which Commissioner Tobia mentioned a conversation with Mayor Medina regarding the Northshore project. He asked if Mr. Tobia's comments were accurate or if

other councilmembers had spoken to Mr. Tobia. Mayor Medina advised that he never had discussions of Northshore with Commissioner Tobia but did take a tour with Andrew Steele. Mayor Medina and Deputy Mayor Johnson advised that they each had a conference call with Andrew Steele, Joan Junkala-Brown, and Patricia Smith. Mr. Bailey said he would ask more questions as things moved forward.

3. Mr. Bailey addressed Chapter 8.2(K)(2) of Council's Policies and Procedures and stated that councilmembers were using letterhead against this policy. The policy stated that the City's name, letterhead, logo or seal could be used with prior consent of Council when it was perceived as representing the City or the body as whole.

Mayor Medina said all of his letters were sent through the City Clerk and City Attorney. Mr. Bailey said there were some letters in which the City Clerk advised she did not review. Ms. Smith said she had advised the Mayor that his opinions would need to be separate from Council's official vote and there were a few letters that were prepare by staff but not reviewed by the legal office. Mr. Bailey just wanted Council to be aware of the policy and it should be changed accordingly if Council desired to do differently.

Deputy Mayor Johnson and Mr. Felix felt the policy should be changed. Mr. Foster said the policy should not be changed because it was there for a reason. He supported councilmembers sending out congratulatory, recommendation letters and the like, but was not okay with the Mayor sending out personal opinions pertaining to Council's vote on letterhead. He said the votes were on the record and that vote speaks for itself.

4. Mayor Medina asked if Council would agree for him to send letter of thanks to Representative Fine and Senator Mayfield for baffle boxes. Council concurred for letters to be sent to the Governor, Senate President, Speaker of the House, Representative Fine and Senator Mayfield. Mr. Bailey mentioned that approval was not required for thank you letters unless sending on behalf of Council.

NEW BUSINESS:

1. Resolution 2021-20, urging the Centers for Disease Control and Prevention (CDC) to remove the ban on cruise ship operations from Port Canaveral no later than July 1, 2021. (Mayor Medina)

The City Attorney read the resolution in caption only. Mayor Medina presented the request to Council.

Deputy Mayor Johnson and Councilmembers Bailey and Foster supported the request. Mr. Felix felt the decision should be left to the experts at that level.

Motion by Mr. Bailey, seconded by Deputy Mayor Johnson, to adopt Resolution 2021-20.

Motion carried with members voting as follows:

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

2. 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, first reading. (Deputy Mayor Johnson)

The City Attorney read the ordinance in caption only.

Deputy Mayor Johnson presented the request to Council.

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to approve Ordinance 2021-29.

Mr. Bailey asked about the renaming from audit committee. Ms. Smith responded that it would be renamed to the Fraud Investigation Committee.

Mayor Medina supported the request and felt it was important for employees to feel comfortable to speak freely. He added the possibility of having a different entity address these issues in the future so that no one felt they were being persecuted.

Mr. Bailey suggested that the resolution have some flexibility for the City Clerk to modify the composition as there may be situations that would require an outside source for assistance.

Mr. Foster supported the request but felt the Deputy Chiefs of Police and Fire should be included on the committee. Ms. Smith said the member composition of the committee would be done through the resolution. She expressed concern with including police on the committee. The process should begin with an internal investigation and if it was determined that a crime had been committed, then it would be turned over to the police.

The members from the specific departments were chosen as they would most likely be of assistance and have the best skills in issues involving fraud.

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

3. Ordinance 2021-30, amending the Code of Ordinances, by creating Chapter 62, Fraud Investigation Committee, first reading. (Councilman Bailey)

The City Attorney read the ordinance in caption only.

Councilman Bailey presented the request to Council. He reiterated that the City Clerk be afforded the flexibility to see outside expertise if needed. He felt that, ultimately, an inspector general or some type of audit function position was needed that was separate from the City Manager. He added that language was also included to ensure that the City Attorney's Office was present to provide legal advice.

Bill Battin, resident, said that part of the problem was where the complaint originated. He felt the Whistleblower should be combined with Fraud Committee.

Motion by Mr. Bailey, seconded by Deputy Mayor Johnson, to approve Ordinance 2021-30.

Ms. Smith advised that the Fraud Committee could not investigate Whistleblower complaints. If it were a member of the public that filed the complaint, the Whistleblower process would not apply.

Mayor Medina felt outside sources would be a better fit than staff who already had formed relationships. Ms. Sherman encouraged the use of outside consultants to avoid a situation where staff members had to investigate their fellow coworkers.

Deputy Mayor Johnson was concerned about the cost for a consultant. Mr. Bailey suggested waiting until the resolution was drafted to set guidelines for outside consultants. Mr. Felix supported outside consultants rather than inhouse staff which could impact morale.

Mr. Foster felt that the Deputy Police Chief or detective should be on committee. He said fraud was a crime and police were the best to investigate same. He did not feel that a consultant should be the automatic as it would waste a lot of money. A police professional could investigate and rule on these types of matters.

Ms. Sherman agreed that a member of the police should not be on the committee. She reiterated her suggestion that Council appropriate funds in the next budget for an outside auditing firm to assist with the investigations. Another option would be to eliminate the committee altogether and utilize an in-house auditing firm that would be on retainer.

Ms. Smith said that staff currently investigates other staff, which is a large function of the Human Resources Department and department heads. She suggested creating the committee as is mentioned in the Whistleblower Ordinance. Deputy Mayor Johnson asked if it was the City Attorney's recommendation to proceed with the ordinance as is and create the resolution. Ms. Smith answered in the affirmative with flexibility through the learning stages. She said it was better to make changes to the resolution rather than two readings of an ordinance.

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

4. Consideration of scheduling a special Council meeting for June 2021.

Council concurred to schedule a special Council meeting for Thursday, June 10, 2021, at 6:00 p.m., to consider the items from the May 5, 2021, Planning and Zoning Board meeting.

5. Consideration of travel and training for specific City Employees (Office of City Attorney/Procurement Department). (AGENDA REVISION)

Staff Recommendation: Approve the travel and training as specified.

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

ADMINISTRATIVE AND LEGAL REPORTS:

1. Ms. Sherman advised the Legislative staff was polling Council for workshop for the State's Joint Legislative Audit Committee (JLAC) update of the City's audit. She asked if Council wanted to receive an update on the American Rescue Plan Funding at the same workshop. Council concurred to have one workshop for both items.

2. Ms. Smith provided an update on the opioid litigation.

PUBLIC COMMENTS/RESPONSES:

1. Bill Battin, resident, commented on the update to the City's Comp Plan. He said if something needed to be corrected, it should be done now and not wait years until the Comp Plan was updated. He added that the case heard tonight was an example of how an aggrieved party needed to be determined and time limits for speaking. He suggested adding language to the ordinance for requests for five (5) minutes. Ms. Smith said the five-minute speaker time was not built into the public hearing items, but the ordinance for quasi-judicial proceedings addresses time extensions which would be done at the meeting and not in advance.

ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 11:37 p.m.

Robert Medina, MAYOR

ATTEST:

Terri J. Lefler, DEPUTY CITY CLERK



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Juliet Misconi, Acting Public Works Director

DATE: 6/3/2021

RE: Award of Bid: Culvert pipe replacement, Tranter Avenue at Melbourne Tillman Water Control District Canal C-41R – IFB 46-0-2021 – Public Works Department (Timothy Rose Contracting, Inc. - \$253,889, plus 10% contingency (\$25,389)).

This project is comprised of the replacement, and restoration of culvert crossings along the Melbourne Tillman (MT) Water Control District (WCD) Canal C-41R at Tranter Avenue. Construction of this project is turn-key and will include all aspects of work.

At a regular council meeting on December 17, 2015, Council authorized the temporary emergency removal of the pipe and closure of Tranter Ave between Sandusky and Tidwell for the public's safety and future improvement of the drainage system. Closure was considered due to the failure of the drainage structure. Staff and the City Manager found it to be more cost effective to remove the pipe temporarily. At a second meeting on January 7, 2016, Council adopted Resolution 2016-02, officially and temporarily closing the road. Residents in the area were notified in accordance with the process for road closures found in City Ordinance 179. The request was to keep the closure until subsequent funding, design and permitting of a new structure was available. At that time funding for replacement was not available and the motion for emergency closure was approved unanimously and the road was closed. The failed culvert was then permitted for removal (permit issued 2/10/2016) and temporary closure of the road (as-built plans showing closure were dated 3/2/2017). Following Council's direction and the Resolution, Staff continued to work on design and permitting. A St. Johns River Water Management District (SJRWMD) permit was received November 17, 2019. The City simultaneously began pursuing a Melbourne Tillman Water Control District (MTWCD) permit on October 10, 2019. The MTWCD permit was not obtained until March 6, 2021, and the bid was issued April 16, 2021. Public Works had not yet gone to Council to secure the appropriation for that particular project, but Procurement confirmed that stormwater funds were available to fund the project. Rather than hold up the issuance of the bid where market prices are highly volatile, Procurement simultaneously issued the bid while Public Works went to Council to secure the funding via Legislative Memo, which was approved May 6, 2021, prior to the due date for the bids. The work will also require paving of the road, since this PMU section was already paved in the Road Bond Program.

Procurement issued a bid on behalf of the Public Works department. Seven (7) bids were received. The Procurement Department staff reviewed the bids for responsiveness. Public Works Department evaluated the

bids for responsibility and ability to perform the scope of services. The Department found the lowest responsive bid to be acceptable.

The City's engineer's estimate for this project was \$244,539.59. Public Works staff has reviewed the low bidder's Summary of Pay Items, proposed Subcontractors, Equipment List and References and is satisfied with the evidence provided by the contractor. Staff recommends Timothy Rose Contracting, Inc. of Vero Beach, Florida for award of IFB #46-0-2021/MS – Culvert Pipe Replacement – Tranter Ave at Canal C-41R for \$253,888.50.

Staff is also recommending a 10% contingency fund of \$25,388.85 to cover any unforeseen change orders which is typical for construction projects. The City's Procurement Ordinance allows the Chief Procurement Officer to approve change orders up to 10%, any change order in excess of 10% will be brought before Council for approval. Any funds remaining once the project has been closed will be transferred back to stormwater fund account.

REQUESTING DEPARTMENT:

Public Works, Procurement

FISCAL IMPACT:

The estimated budget for this project was \$285,000. Total project award will be \$253,888.50 plus the 10% contingency of \$25,388.85 to equal a total of \$279,277.35 for the project. Funding is available in the Stormwater Utility Fund account 461-7084-541-6309, project #21SU15.

RECOMMENDATION:

Motion to approve award of IFB 46-0-2021/MS Culvert Pipe Replacement – Tranter Ave at Canal C-41R to Timothy Rose Contracting, Inc. of Vero Beach, Florida.

ATTACHMENTS:

Description

Tabulation Sheet

Resolution 2016-02

	IFB #46-0-2021/MS Culvert Pipe Replacement - Tranter Ave at Culvert C-41R			Timothy Rose Contracting, Inc.		Hinterland Group, Inc		Florida Site Contracting		Gregori Construction Inc.		Loren Jock Trucking, Inc		Boromei Construction, Inc.		Johnson-Davis Incorporated		JoBear Contracting, Inc	
				825 8th Street		5580 State Road 524		866 11th Ct SW		3435 S. Hopkins Ave, Suite #6		4140 SE Robert Loop Rd		420B NW 3rd St		863 S. Kings Hwy		1950 Danr Dr. NE	
				Vero Beach, FL 32962		Cocoa, FL 32926		Vero Beach, FL 32962		Titusville, FL 32780		Stuart, FL 34997		Okeechobee, FL 34972		Fort Pierce, FL 34945		Palm Bay, FL32905	
				772-564-7800		321-633-7066		772-473-1072		321-567-4010		772-888-3614		863-623-4314		772-468-9200		321-723-3571	
	Red indicates extension error, corrected on this Tabulation			accounting@timothyrosecontracting.com		info@hinterlandgroup.com		shaneb@floridasitecontracting.com		agregori@gregori-inc.com		mark@lorenjocktrucking.com		danny@boromeiconstruction.com		ccryer@johnsondavis.com		rob@jobearinc.com	
ITEM	ITEM DESCRIPTION	Est. Annual Qty	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	MOBILIZATION	1	LS	\$ 39,950.00	\$ 39,950.00	\$ 37,775.00	\$ 37,775.00	\$ 18,000.00	\$ 18,000.00	\$ 20,000.00	\$ 20,000.00	\$ 33,013.60	\$ 33,013.60	\$ 35,000.00	\$ 35,000.00	\$ 32,450.00	\$ 32,450.00	NO BID	
2	MAINTENANCE OF TRAFFIC	1	LS	\$ 2,785.00	\$ 2,785.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 835.20	\$ 835.20	\$ 8,500.00	\$ 8,500.00	\$ 2,500.00	\$ 2,500.00		
3	EROSION CONTROL	1	LS	\$ 2,550.00	\$ 2,550.00	\$ 2,800.00	\$ 2,800.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,093.80	\$ 2,093.80	\$ 12,000.00	\$ 12,000.00	\$ 2,500.00	\$ 2,500.00		
4	REGULAR EXCAVATION (SWALES)	45	CY	\$ 26.00	\$ 1,170.00	\$ 24.00	\$ 1,080.00	\$ 25.00	\$ 1,125.00	\$ 20.00	\$ 900.00	\$ 55.50	\$ 2,497.50	\$ 100.00	\$ 4,500.00	\$ 12.00	\$ 540.00		
5	EMBANKMENT	550	CY	\$ 35.00	\$ 19,250.00	\$ 28.00	\$ 15,400.00	\$ 29.00	\$ 15,950.00	\$ 25.00	\$ 13,750.00	\$ 38.50	\$ 21,175.00	\$ 35.00	\$ 19,250.00	\$ 25.00	\$ 13,750.00		
6	TYPE B STABILIZATION	171	SY	\$ 18.50	\$ 3,163.50	\$ 38.00	\$ 6,498.00	\$ 25.00	\$ 4,275.00	\$ 25.00	\$ 4,275.00	\$ 26.65	\$ 4,557.15	\$ 20.00	\$ 3,420.00	\$ 18.00	\$ 3,078.00		
7	OPTIONAL BASE, BASE GROUP 06	157	SY	\$ 25.00	\$ 3,925.00	\$ 38.00	\$ 5,966.00	\$ 40.00	\$ 6,280.00	\$ 40.00	\$ 6,280.00	\$ 28.75	\$ 4,513.75	\$ 25.00	\$ 3,925.00	\$ 36.00	\$ 5,652.00		
8	MILLING EXIST ASPH PAVT, 1.5" AVG DEPTH	111	SY	\$ 27.00	\$ 2,997.00	\$ 20.00	\$ 2,220.00	\$ 25.00	\$ 2,775.00	\$ 20.00	\$ 2,220.00	\$ 38.85	\$ 4,312.35	\$ 40.00	\$ 4,440.00	\$ 30.00	\$ 3,330.00		
9	SUPERPAVE ASPH CONC, TRAF C, PG76-22 (1.5")	18	TN	\$ 285.00	\$ 5,130.00	\$ 275.00	\$ 4,950.00	\$ 225.00	\$ 4,050.00	\$ 275.00	\$ 4,950.00	\$ 322.25	\$ 5,800.50	\$ 300.00	\$ 5,400.00	\$ 700.00	\$ 12,600.00		
10	CONC CLASS II, ENDWALLS	48	CY	\$ 1,192.00	\$ 57,216.00	\$ 1,155.00	\$ 55,440.00	\$ 1,400.00	\$ 67,200.00	\$ 1,350.00	\$ 64,800.00	\$ 2,037.25	\$ 97,788.00	\$ 1,800.00	\$ 86,400.00	\$ 2,400.00	\$ 115,200.00		
11	9' X 5' PRECAST CONCRETE BOX CULVERT	64	LF	\$ 1,175.00	\$ 75,200.00	\$ 1,388.75	\$ 88,880.00	\$ 1,800.00	\$ 115,200.00	\$ 1,600.00	\$ 102,400.00	\$ 1,291.00	\$ 82,624.00	\$ 1,600.00	\$ 102,400.00	\$ 1,500.00	\$ 96,000.00		
12	RIPRAP, RUBBLE, F & I, DITCH LINING	320	TN	\$ 92.00	\$ 29,440.00	\$ 86.00	\$ 27,520.00	\$ 96.00	\$ 30,720.00	\$ 120.00	\$ 38,400.00	\$ 103.50	\$ 33,120.00	\$ 150.00	\$ 48,000.00	\$ 160.00	\$ 51,200.00		
13	BEDDING STONE	100	TN	\$ 60.00	\$ 6,000.00	\$ 44.00	\$ 4,400.00	\$ 55.00	\$ 5,500.00	\$ 110.00	\$ 11,000.00	\$ 94.37	\$ 9,437.00	\$ 110.00	\$ 11,000.00	\$ 110.00	\$ 11,000.00		
14	PERFORMANCE TURF, SOD	800	SY	\$ 5.00	\$ 4,000.00	\$ 6.00	\$ 4,800.00	\$ 4.00	\$ 3,200.00	\$ 10.00	\$ 8,000.00	\$ 3.48	\$ 2,784.00	\$ 5.00	\$ 4,000.00	\$ 10.00	\$ 8,000.00		
15	SINGLE POST SIGN, F&I GM, <12 SF	2	EA	\$ 355.00	\$ 710.00	\$ 185.00	\$ 370.00	\$ 250.00	\$ 500.00	\$ 300.00	\$ 600.00	\$ 220.40	\$ 440.80	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00		
16	SINGLE POST SIGN, REMOVE	12	EA	\$ 33.50	\$ 402.00	\$ 75.00	\$ 900.00	\$ 50.00	\$ 600.00	\$ 25.00	\$ 300.00	\$ 58.00	\$ 696.00	\$ 300.00	\$ 3,600.00	\$ 100.00	\$ 1,200.00		
TOTAL ESTIMATED ANNUAL AMOUNT				\$253,888.50		\$259,999.00		\$281,375.00		\$282,875.00		\$305,688.65		\$353,035.00		\$360,000.00		No Bid	

RESOLUTION NO 2016-02

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AUTHORIZING TEMPORARY CLOSURE OF TRANTER AVENUE, BETWEEN SANDUSKY STREET AND TIDEWELL STREET, FOR THE PURPOSE OF PUBLIC SAFETY AND DRAINAGE IMPROVEMENTS, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the existing culvert at Tranter Avenue is inadequate and needs to be replaced with a box culvert, and

WHEREAS, the City of Palm Bay Public Works Department does not have the means to replace the culvert and Public Works staff has evaluated the canal crossing pipes within the city limits and have found that it will be more cost effective to remove the pipe temporarily due to the redundant ingress and egress available to the community and

WHEREAS, redundant ingress and egress are located to the east and west of Tranter Avenue thru Thisbe Avenue and San Filippo Drive, connecting Sandusky and Tidewell Streets/Walsh Avenue and

WHEREAS, the closure of Tranter Avenue requires the temporary removal of the pipe for the public's safety and the improvement of the drainage system, and

WHEREAS, Chapter 179 of the City of Palm Bay Code of Ordinances stipulates the process for road closures and

WHEREAS, the notice required per Chapter 179 has been provided

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 authorizes the temporary closure of Tranter Avenue between Sandusky Street and Tidewell Street for a period unknown for the purpose of public safety and drainage improvement

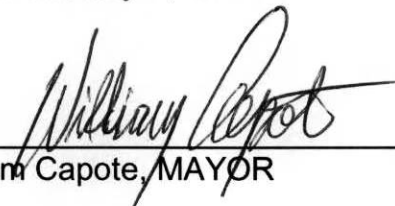
SECTION 2. This resolution shall take effect immediately upon the enactment date

This resolution was duly enacted at Meeting No 2016-01 of the City Council of the City of Palm Bay, Brevard County Florida held on January 7, 2016

ATTEST



Terese M Jones CITY CLERK



William Capote, MAYOR





LEGISLATIVE MEMORANDUM

TO Honorable Mayor and Members of the City Council
FROM Gregg Lynk, City Manager
DATE December 17, 2015
RE Tranter Avenue – Temporary Road Closure

A handwritten signature in black ink, appearing to read "Gregg Lynk".

The Public Works Department is requesting that City Council authorize the temporary closure of Tranter Avenue, between Sandusky Street and Tidewell Street. The drainage structure located in the Melbourne-Tillman Water Control District Canal (MTWCD), which provides access across Tranter Avenue has failed and is in a state of disrepair. Public Works staff has evaluated the canal crossing pipes within the city limits and have found that it is more cost effective to remove the canal crossing due to the redundant ingress and egress available to the community. Redundant ingress and egress are located to the East and West of Tranter Avenue thru Thisbe Avenue and San Filippo Drive, connecting Sandusky and Tidewell Street/Walsh Avenue. Removal of the pipe is also a creative approach to reduce the maintenance cost of the entire canal crossing drainage system throughout the City of Palm Bay over the long term, thus, improving the free flow of the storm water through the MTWCD canals. The cost of replacing the failed structure at Tranter Avenue as per MTWCD guidelines is \$275K and there are over 40 failed canal crossing pipes within the city limit. If the funding ever becomes available to replace the failed pipes throughout the City, Tranter Avenue will be reinstalled.

Average Daily Traffic (ADT) counts were conducted on the section of road recommended for closure before and after the school year commenced in August 2015, and the results were 178 and 168 respectively, not a significant amount of traffic on the road. The Public Works Department solicited feedback from the Police and Fire Departments, on how the closure will affect their response time. The Police Department reported that the closure will not negatively affect their response time because of the two other access points on the West and East of the closure. The Fire Department stated in general that they will not support any permanent closures.

In order to close the road the drainage structure will be removed from the canal, the asphalt pavement will be replaced with sod and the appropriate traffic sign(s) will be placed on both Sandusky and Tidewell Streets as required.

REQUESTING DEPARTMENT.

Public Works Department

FISCAL IMPACT

The cost of the temporary closure is primarily the staff time involved in implementation. Direct costs include removal of the drainage structure, sign panels, sign posts, and accessories, asphalt removal and placement of sod. The cost of the closure is estimated at under \$4,000.00 including

Mayor and Council Tranter Avenue – Temporary Road Closure
December 17, 2015
Page 2

materials and labor, which can be absorbed by the Public Works Infrastructure account

RECOMMENDATION

Motion to authorize the temporary closure of the roadway as requested A resolution officiating the action will be provided for council's consideration at the next regular meeting

Attachment

1) Closure design



LEGISLATIVE MEMORANDUM

TO Honorable Mayor and Members of the City Council
FROM Gregg Lynk, City Manager
DATE January 7, 2015
RE Tranter Avenue – Temporary Road Closure

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In order to close the road, the drainage structure will be removed from the canal, the asphalt pavement will be replaced with sod and the appropriate traffic sign(s) will be placed on both Sandusky and Tidewell Streets as required.

REQUESTING DEPARTMENT.

Public Works Department

FISCAL IMPACT

The cost of the temporary closure is primarily the staff time involved in implementation. Direct

Mayor and Council Tranter Avenue – Temporary Road Closure
January 7, 2016
Page 2

costs include removal of the drainage structure, sign panels, sign posts and accessories asphalt removal and placement of sod The cost of the temporary closure is estimated at under \$4,000.00 including materials and labor, which can be absorbed by the Public Works Infrastructure account

RECOMMENDATION

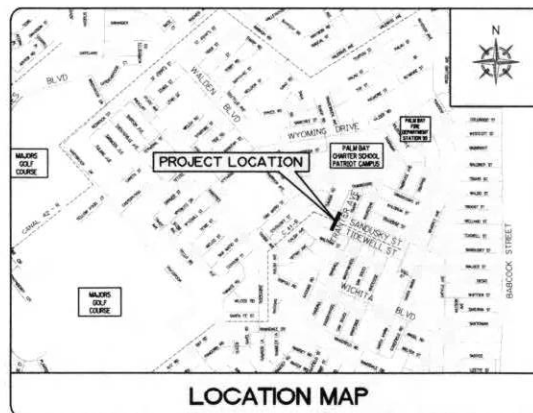
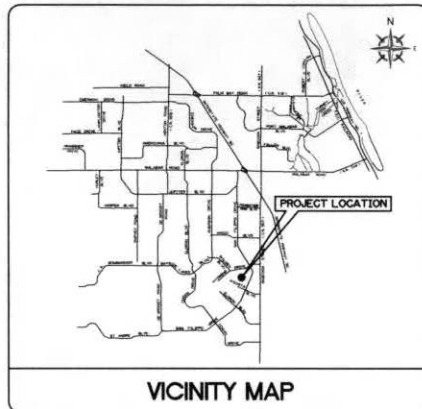
Motion to adopt the resolution authorizing the temporary closure of Tranter Avenue between Sandusky Street and Tidewell Street

Attachments	1)	Closure design
	2)	Resolution

BW/ab

TRANTER AVENUE @ MTWCD CANAL NO. 41-R ROAD CLOSER PLAN

JULY 2015



OWNER: CITY OF PALM BAY
120 MALABAR ROAD SE
PALM BAY, FLORIDA 32907

SITE ADDRESS: TRANTER AVE. @ MTWCD C-41R
PALM BAY FLORIDA 32909

LOCATION: SECTION 21 TOWNSHIP 29 SOUTH RANGE 37 EAST

ZONING: N/A

F.L.U.C.C.S.: 5100 STREAM AND WATERWAYS

UTILITIES ENCOUNTERED			
FLORIDA POWER AND LIGHT	(POWER)	(321) 726-4864	
BRIGHT HOUSE NETWORKS	(CABLE)	(321) 757-6451	
A T & T	(TELEPHONE)	(321) 329-6717	
FLORIDA CITY GAS	(GAS)	(321) 638-3424	
PALM BAY UTILITY DEPARTMENT	(WATER & SEWER)	(321) 952-3410	
PALM BAY C & I T	(F.O.C.)	(321) 952-3475	

INDEX OF SHEETS	
1	COVER SHEET
2	ROAD CLOSER PLAN

OWNER: CITY OF PALM BAY
120 MALABAR ROAD SE
PALM BAY, FLORIDA 32907

SITE ADDRESS: TRANTER AVENUE, SE
PALM BAY, FLORIDA 32909


LOCATION: SECTION 21, TOWNSHIP 29 SOUTH, RANGE 37 EAST

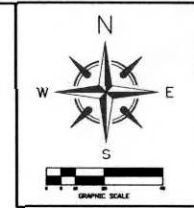
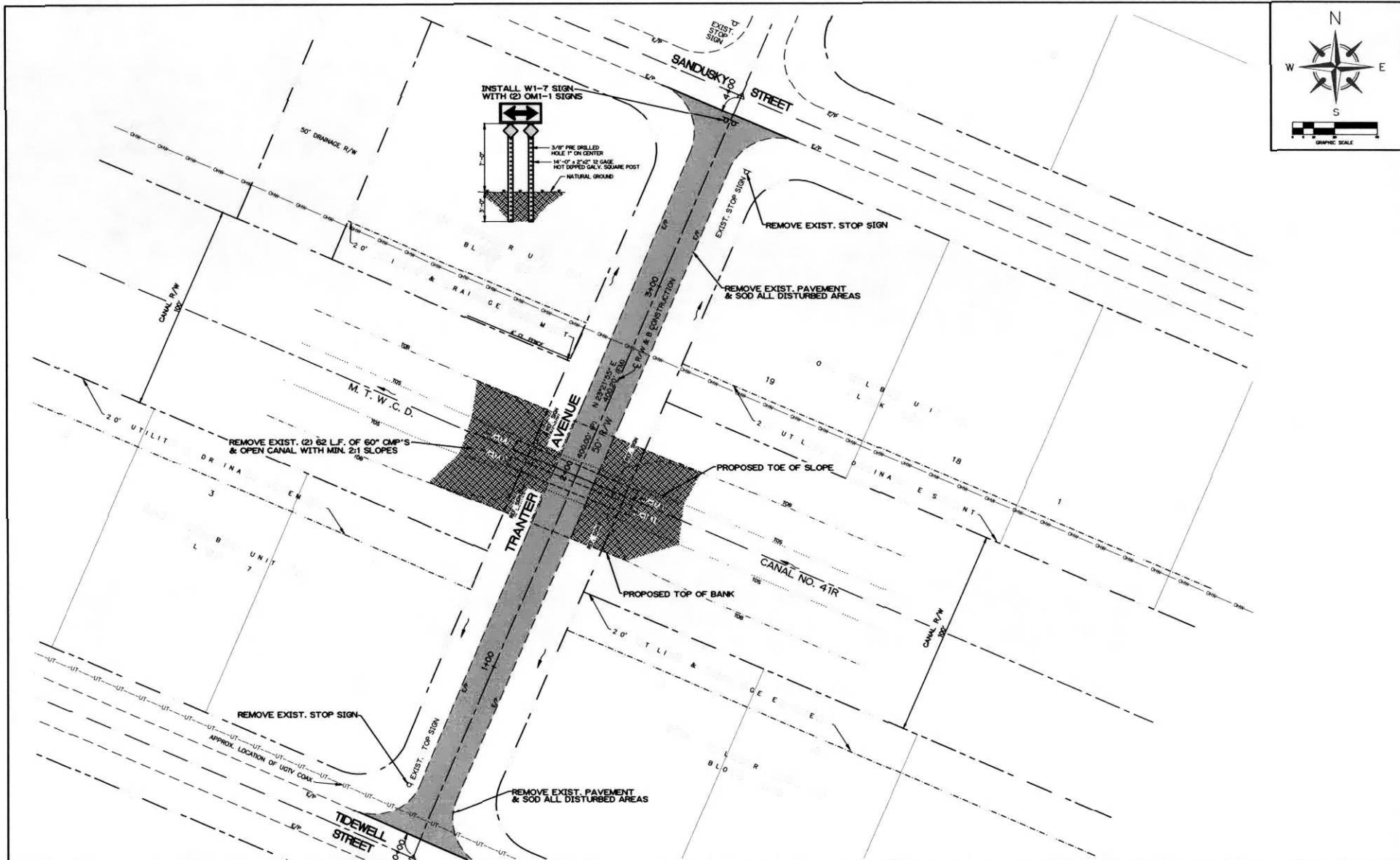
ZONING: N/A


F.L.U.C.C.S.: 5100 STREAM AND WATERWAYS

DESCRIPTION OF WORK: REMOVE EXISTING PIPES & OPEN CANAL
ON TRANTER AVENUE @ MTWCD CANAL NO. 41-R

LATITUDE 27.94601 / LONGITUDE -80.63371

				DESIGNED BY LAB	 <div>CITY OF PALM BAY PUBLIC WORKS DEPARTMENT 1050 MALABAR ROAD S.W. PALM BAY, FLORIDA 32907 (321) 953-8996</div>	TRANTER AVENUE • MTWCD CANAL NO. 41-R		DATE JULY 2015	SCALE HECTOR I. FRANCO P.E. NO. 60078	PROJECT NUMBER 13-24
				DRAWN BY DAH		ROAD CLOSER PLAN COVER SHEET		VERT N/A		
				CHECKED BY HIF				DATE		
REV. NO.	DATE	BY	REVISION							SHEET 1 of 2



REV. NO. DATE BY	DESIGNED BY LAB DRAWN BY DAH CHECKED BY HIF		CITY OF PALM BAY, FLORIDA PUBLIC WORKS DEPARTMENT 1050 MALABAR ROAD S.W. PALM BAY, FLORIDA 32907 (321) 953-8996	TRANTER AVENUE MTWCD CANAL NO. 41-R ROAD CLOSER PLAN	DATE JULY 2015 SCALE HORIZ: 1" = 20' VERT: N/A	HECTOR FRANCO P.E. NO. 80078 DATE	PROJECT NUMBER 13-24 SHEET 2 of 2
----------------------	--	---	---	--	--	---	--

FILE NAME: K:\ENGINEERING\PROJECTS\Tranter Ave. at MTWCD C-41R Canal Replacement\13-24\DESIGN\13-24ROAD CLOSER PLAN.dwg, 11/23/2015 - 2:59PM



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Joan Junkala-Brown, Deputy City Manager

DATE: 6/3/2021

RE: Ordinance 2021-32, amending the Code of Ordinances, Chapter 30, City Manager, by modifying provisions contained therein, first reading.

The City Manager's Office is requesting to amend Chapter 30 'City Manager' of the City of Palm Bay's Code of Ordinances to reflect the re-organization of two functions which serve a citywide purpose from the Community & Economic Development Department to the City Manager's Office. These citywide functions are related to Public Information and Special Projects, which provides grants management, state and federal lobbyist liaison, and other citywide special projects as may be required. A request to amend Chapter 39 'Community and Economic Development Department' will also be submitted for Council's consideration.

REQUESTING DEPARTMENT:

City Manager's Office

FISCAL IMPACT:

There is no fiscal impact. However, any re-organizations of divisions within the referenced departments will be reflected in the Fiscal Year 2022 budget.

RECOMMENDATION:

Motion to approve the Ordinance.

ATTACHMENTS:

Description

Ordinance 2021-32

ORDINANCE 2021-32

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE III, ADMINISTRATION, CHAPTER 30, CITY MANAGER, BY MODIFYING PROVISIONS CONTAINED THEREIN; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title III, Administration, Chapter 30, City Manager, is hereby amended and shall henceforth read as follows:

“Section 30.01 OFFICE ESTABLISHED.

The office of City Manager is hereby established. >>The Office of City Manager shall consist of the City Manager, Deputy City Manager, Public Information Officer, and other such support staff and administrative personnel.<<

* * *

Section 30.03 AUTHORITY, RESPONSIBILITY, POWERS AND DUTIES OF THE MANAGER.

The City Manager shall be the chief executive officer and head of the administrative branch of the city. He >>City Manager<< may head one (1) or more departments and shall be responsible to the Council for the proper administration of all affairs of the city. The City Manager shall:

(A) Appoint, and when he >>or she<< deems it necessary for the good of the city, suspend or remove all city employees and appointive administrative officers provided for by or under this ordinance, except as otherwise provided by law. He >>City Manager<< may authorize any administrative officer who is subject to his >>or her<< direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency. He >>The City Manager<< shall inform the Council of any contemplated removal of an

administrative officer, department head or above, three (3) days prior to taking final action.

* * *

(D) See that all laws, provisions of the Charter, ordinances and acts of the Council, subject to enforcement by him >>the City Manager<< or by officers subject to his direction and supervision, are faithfully executed.

(E) Prepare and submit the annual budget, budget message, and capital program to the Council.

(F) Submit to the Council and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year.

(G) Keep the Council fully advised as to the financial condition and future needs of the city and make such recommendations to the Council concerning the affairs of the city as he >>or she<< deems desirable.

(H) Make such other reports as the Council may require concerning the operations of city departments, offices and agencies, subject to his >>or her<< direction and supervision.

(I) Investigate the affairs of the city or any department thereof. Investigate all complaints in relation to matters concerning the administration of the government of the city, and in regard to service maintained by the public utilities in the city, and see that all franchises, permits, and privileges granted by the city are faithfully observed.

(J) Recommend to the Council adoption of such measures as he >>or she<< may deem necessary or expedient for the health, safety or welfare of the community, or for the improvement of administrative services.

(K) Consolidate or combine offices, positions, departments or units under his >>or her<< jurisdiction with the approval of the Council.

(L) Prescribe a standard schedule of pay for each appointive office and position in the city service, including minimum, intermediate and maximum rates for Council approval.

(M) Devote full time to the discharge of his >>or her<< official duties.

(N) Sign contracts on behalf of the city pursuant to Council's direction or the provisions of appropriate ordinances.

(O) Perform such other duties as may be required by the Council, not inconsistent with the city Charter, law or ordinances.

Section 30.04 ABSENCE; ACTING CITY MANAGER.

To perform his >>or her<< duties during his temporary absence or disability, the Manager shall designate by letter, filed with the City Council, a qualified administrative officer of the city to exercise the powers and perform the duties of the Manager during his temporary absence or disability. During such temporary leave of absence or disability, the Council may revoke such appointment at any time and appoint another officer of the city to serve until the Manager shall return or the disability shall cease.

* * *

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

Robert Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

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



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Fred Poppe, Parks & Recreation Director

DATE: 6/3/2021

RE: Ordinance 2021-33, amending the Code of Ordinances, Chapter 36, Parks and Recreation, by modifying provisions contained therein, first reading.

Amendments to Chapter 36 'Parks and Recreation' will include the renaming of the department to the 'Recreation Department' and remove language related to the facilities operations and maintenance of City parks, which will be re-organized into the Facilities Department.

This re-organization will also be reflected in a separate agenda item related to the Facilities Department.

REQUESTING DEPARTMENT:

Recreation, Parks and Facilities

FISCAL IMPACT:

There is no fiscal impact. However, any re-organizations of divisions within the referenced departments will be reflected in the Fiscal Year 2022 budget.

RECOMMENDATION:

Motion to approve the Ordinance.

ATTACHMENTS:

Description

Ordinance 2021-33

ORDINANCE 2021-33

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE III, ADMINISTRATION, CHAPTER 36, PARKS AND RECREATION, BY REVISING THE DEPARTMENT TITLE AND MODIFYING PROVISIONS CONTAINED THEREIN; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title III, Administration, Chapter 36, Parks and Recreation, is hereby amended and shall henceforth read as follows:

“CHAPTER 36: PARKS AND RECREATION >>DEPARTMENT<<

>>GENERAL PROVISIONS

Section 36.01 COMPOSITION

The Recreation Department shall consist of the Department Head, who is the Recreation Director, and such other employees as shall be necessary and provided for in the budget.

Section 36.02 DUTIES AND RESPONSIBILITIES.

The Recreation Director shall have powers, duties and responsibilities to:

(A) Plan, promote, organize and supervise a comprehensive municipal recreational program in the interest of the entire community.

(B) Establish and administer programs for the use, development and enhancement of all City Parks and Recreational facilities.

(C) Cooperate with other public, governmental and school bodies for the development of joint use facilities and programmers.

(D) Perform such other duties and responsibilities as assigned by the City Manager or ordinance.<<

USE REGULATIONS

* * *

Section 36.05 GROUPS SPONSORED BY RECREATION DEPARTMENT TO HAVE PRIORITY; FREE USE.

Recognized ~~recreational groups~~ >>Community Partners<< having a direct sponsorship and a sanctioned status under the Recreation Department will be given first priority use of city recreational facilities, and will be considered free users of all such recreational facilities, other than as provided in this subchapter or under rules promulgated hereunder.

* * *

Section 36.15 PICNIC AREAS AND USE.

* * *

(C) *Nonexclusive*. No person in a park shall use any portion of the picnic areas or of any of the buildings or structures therein for the purpose of holding meetings, picnics or parties to the exclusion of other persons, nor shall any person use such area and facilities for an unreasonable time if the facilities are crowded, unless in areas designated by the Director for group activities for which a fee may be required >>by applying for a rental permit<<.

* * *

Section 36.16 CAMPING.

No person shall camp in a park except in permanent ~~cabins~~ >>camping areas<< for organized camping, provided by the Director and used by groups of persons under adequate supervision. No person shall set up tents, shacks or any other temporary shelter for the purpose of overnight camping except in such areas as may be specifically provided for that purpose.

* * *

Section 36.31 ADVERTISING; SIGNS.

(A) No person in a park shall announce, advertise, or call the public attention in any way to any article or service for sale or hire >>unless permitted by Director<<.

(B) No person in a park shall paste, glue, tack or otherwise post any sign, placard, advertisement, or inscription whatever, nor shall any person erect or cause to be erected any sign whatever on any public lands or highways or roads adjacent to a park >>unless permitted by Director<<.

* * *

Administration and Enforcement

* * *

Section 36.48 PERMITS.

* * *

(D) *Appeal.* Within ten (10) days after receipt of an application, the Director shall advise an applicant in writing of his reasons for refusing a permit, and any aggrieved person shall have the right to appeal in writing within ten (10) days to the City Council >>Manager<<, which >>who<< shall consider the application under the standards set forth in division (C) above, and sustain or overrule the Director's decision within ten (10) days. The decision of the City Council >>Manager<< shall be final.

(E) *Effect of permit.* A permittee shall be bound by all park rules and regulations and any other applicable provisions of this code and any other ordinance of the city as fully as though the same were inserted in the permit.

(F) *Liability of permittee.* The person or persons to whom a permit is issued shall be liable for any loss, damage, or injury sustained by any person whatever by reason of the negligence of the person to whom such permit shall have been issued. >>Insurance may be required for certain activities.<<

* * *

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

Robert Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

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



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Susan Blair, Acting Chief Procurement Officer

DATE: 6/3/2021

RE: Ordinance 2021-34, amending the Code of Ordinances, Chapter 38, Procurement Department, by modifying provisions contained therein, first reading.

The Procurement Department is requesting an amendment to Chapter 38 'Procurement Department' of the City of Palm Bay Code of Ordinances to add the centralized system for the purchase and maintenance of City fleet assets, vehicles and equipment. Currently, the City's fleet operations and maintenance is a function of the City's Public Works Department.

This re-organization will also be reflected in a separate agenda item related to the Public Works Department.

REQUESTING DEPARTMENT:

Public Works, Procurement

FISCAL IMPACT:

There is no fiscal impact. However, any re-organizations of divisions within the referenced departments will be reflected in the Fiscal Year 2022 budget.

RECOMMENDATION:

Motion to approve the Ordinance.

ATTACHMENTS:

Description

Ordinance 2021-34

ORDINANCE 2021-34

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE III, ADMINISTRATION, CHAPTER 38, PROCUREMENT DEPARTMENT, BY MODIFYING PROVISIONS CONTAINED THEREIN; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title III, Administration, Chapter 38, Procurement Department, is hereby amended and shall henceforth read as follows:

"CHAPTER 38: PROCUREMENT DEPARTMENT

* * *

Section 38.03 PURPOSE.

The City wishes to provide for the purchase of the highest quality and best value of goods and services at the most reasonable cost, and ensure the fair and equitable treatment of persons doing business with the City. >>In addition, the City desires to purchase and maintain fleet assets, to include vehicles and equipment, to the highest and best use for City operations.<< The City's procurement function shall operate under a centralized system which will enable the City to:

* * *

>>(G) Provides complete preventative maintenance, scheduled and unscheduled repairs, and life cycle management of vehicles owned and managed by the City.<<

* * *"

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

Robert Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

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



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

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

DATE: 6/3/2021

RE: Ordinance 2021-35, amending the Code of Ordinances, Chapter 39, Community and Economic Development, by modifying provisions contained therein, first reading.

The Community & Economic Development Department is requesting to amend Chapter 39 'Community and Economic Development Department' of the City of Palm Bay's Code of Ordinances to reflect the re-organization of two functions which serve a citywide purpose from the Community & Economic Development Department to the City Manager's Office. These citywide functions are related to Public Information and Special Projects, which provides grants management, state and federal lobbyist liaison, and other citywide special projects as may be required. A request to amend Chapter 30 'City Manager' will also be submitted for Council's consideration.

REQUESTING DEPARTMENT:

Community & Economic Development

FISCAL IMPACT:

There is no fiscal impact. However, any re-organizations of divisions within the referenced departments will be reflected in the Fiscal Year 2022 budget.

RECOMMENDATION:

Motion to approve the Ordinance

ATTACHMENTS:

Description

Ordinance 2021-35

ORDINANCE 2021-35

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE III, ADMINISTRATION, CHAPTER 39, COMMUNITY AND ECONOMIC DEVELOPMENT, BY MODIFYING PROVISIONS CONTAINED THEREIN; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title III, Administration, Chapter 39, Community and Economic Development Department, Section 39.03, Departmental Divisions, is hereby amended and shall henceforth read as follows:

“Section 39.03 DEPARTMENTAL DIVISIONS.

(A) *Economic Development.*

(1) Responsible for >>general business assistance,<< attracting, retaining, and providing favorable conditions for the growth of target industry >>industries<< and business >>businesses<< that provides high quality employment opportunities for the citizens of Palm Bay and enhances the economic tax base of the City. Staff members of the Division serve as liaisons to the Bayfront Community Redevelopment Agency; >>and<< Business Improvement District; and Sustainability Board.

(B) ~~*Communications.*~~

~~(1) Maintains centralized communications, messaging, and branding of the City as it relates to public-facing media relations, and promotion and marketing of the City. The Public Information Officer (PIO) services as the point of contact for media inquiries from the general public and coordinates with Palm Bay Police and Fire Departments, and other internal and external agencies in instances of emergency preparedness and response.~~

(G >>B<<) *Housing and Community Development.*

* * *

(D >>C<<) *Bayfront Community Redevelopment District.*

* * *

(E >>D<<) *Business Improvement District.*

* * *

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

Robert Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

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



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Brian Robinson, IT Director

DATE: 6/3/2021

RE: Ordinance 2021-36, amending the Code of Ordinances, by creating Chapter 41, Information Technology Department, first reading.

The Information Technology (IT) Department is requesting to establish a new chapter in the City of Palm Bay Code of Ordinances (Chapter 41) to be known as 'Information Technology Department' to memorialize a City department which has been in existence supporting the internal technological needs of all city departments and operations.

REQUESTING DEPARTMENT:

Information Technology

FISCAL IMPACT:

There is no fiscal impact. However, any re-organizations of divisions within the referenced departments will be reflected in the Fiscal Year 2022 budget.

RECOMMENDATION:

Motion to approve the Ordinance.

ATTACHMENTS:

Description

Ordinance 2021-36

ORDINANCE 2021-36

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE III, ADMINISTRATION, BY CREATING CHAPTER 41, TO BE TITLED "INFORMATION TECHNOLOGY DEPARTMENT"; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title III, Administration, is hereby amended by creating Chapter 41, to be titled "Information Technology Department", which shall read as follows:

>>"CHAPTER 41: INFORMATION TECHNOLOGY DEPARTMENT

Section 41.01 AUTHORITY.

The provisions of this ordinance are based upon the authority granted to the City Council of the City of Palm Bay, Florida (the City), by the Florida Constitution, Florida Statutes, and the Charter of the City of Palm Bay, Florida.

Section 41.02 COMPOSITION.

The Information Technology Department shall consist of a Director who shall have supervision and control of the department, subject to the City Manager.

Section 41.03 DUTIES AND RESPONSIBILITIES.

The Information Technology Department is responsible for providing and supporting an enterprise information technology platform that meets or exceeds end-user needs and expands e-government services to residents."<<

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

Robert Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

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



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Juliet Misconi, Acting Public Works Director

DATE: 6/3/2021

RE: Ordinance 2021-37, amending the Code of Ordinances, by creating Chapter 42, Public Works Department, first reading.

The Public Works Department is requesting to establish a new chapter in the City of Palm Bay Code of Ordinances (Chapter 42) to be known as 'Public Works Department' to memorialize a City department which has been in existence providing ongoing maintenance of City lands, rights-of-way, certain land development, drainage and stormwater engineering review as well as providing internal survey, design and engineering needs of the City.

REQUESTING DEPARTMENT:

Public Works

FISCAL IMPACT:

There is no fiscal impact. However, any re-organizations of divisions within the referenced departments will be reflected in the Fiscal Year 2022 budget.

RECOMMENDATION:

Motion to approve the Ordinance.

ATTACHMENTS:

Description

Ordinance 2021-37

ORDINANCE 2021-37

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE III, ADMINISTRATION, BY CREATING CHAPTER 42, TO BE TITLED “PUBLIC WORKS DEPARTMENT”; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title III, Administration, is hereby amended by creating Chapter 42, to be titled “Public Works Department”, which shall read as follows:

>>“CHAPTER 42: PUBLIC WORKS DEPARTMENT

Section 42.01 AUTHORITY.

The provisions of this ordinance are based upon the authority granted to the City Council of the City of Palm Bay, Florida (the City), by the Florida Constitution, Florida Statutes, and the Charter of the City of Palm Bay, Florida.

Section 42.02 COMPOSITION.

The Public Works Department shall consist of a Director who shall have supervision and control of the department, subject to the City Manager.

Section 42.03 DUTIES AND RESPONSIBILITIES.

The Public Works Department is responsible for planning, designing, building, operating, and maintaining public infrastructure in a manner that respects the environment and benefits our citizens, visitors, and stakeholders. To the extent provided in the City’s budget, duties include:

(A) Provides administrative and budgetary support to all areas of the Public Works Department. Provides customer service on systems described in this Ordinance to include incoming citizen call coverage and work order entry for Public Works.

(B) Provides maintenance and repair to include potholes, sidewalks, and bridges and appurtenances. Provides maintenance and repair for stormwater control devices throughout the City, including culvert, baffle boxes and other

infrastructure. Provides maintenance to all city owned canals and swales. Provides landscape maintenance for rights-of-way (ROW) and medians throughout the City.

(C) Provides engineering, design, project management, surveying and engineering inspections for a variety of municipal improvement projects to include but not limited to Road Maintenance, Road Paving, and Stormwater infrastructure. Provides optical and geographical impression to all public infrastructure projects within our City. Review and make recommendations to the City Manager upon plans and specifications for engineering/architectural projects prepared by others or use in the City. Establish and maintain the Public Works Manual and other such standards for work within the public rights-of-way. Permit, inspect, and review construction in public rights of ways, easements and City property. Investigate, report and make recommendations to the City Manager on all changes in streets, alleys and waterways.

(D) Provides maintenance, repair, emergency service, and research for all traffic control and safety needs throughout the City, including traffic calming devices, traffic lights, streetlights, directional and traffic control signage, maintenance of traffic, and vehicle decals.

(E) Perform such other duties and responsibilities as assigned by the City Manager or by Ordinance.”<<

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

Robert Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

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



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Greg Minor, Facilities Director

DATE: 6/3/2021

RE: Ordinance 2021-38, amending the Code of Ordinances, by creating Chapter 43, Parks and Facilities Department, first reading.

The Facilities Department is requesting to establish a new chapter in the City of Palm Bay Code of Ordinances (Chapter 43) to be known as 'Parks and Facilities Department' to memorialize a City department (Facilities) which has been in existence and charged with the overseeing the maintenance of all City facilities. The Ordinance will establish the responsibilities of the Department, which is the operations and maintenance of all City facilities and include the operations and maintenance of City parks as part of the re-organization of the Parks & Recreation Department to 'Recreation Department'.

REQUESTING DEPARTMENT:

Recreation, Parks and Facilities

FISCAL IMPACT:

There is no fiscal impact. However, any re-organizations of divisions within the referenced departments will be reflected in the Fiscal Year 2022 budget.

RECOMMENDATION:

Motion to approve the Ordinance.

ATTACHMENTS:

Description

Ordinance 2021-38

ORDINANCE 2021-38

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE III, ADMINISTRATION, BY CREATING CHAPTER 43, TO BE TITLED “PARKS AND FACILITIES DEPARTMENT”; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title III, Administration, is hereby amended by creating Chapter 43, to be titled “Parks and Facilities Department”, which shall read as follows:

>>“CHAPTER 43: PARKS AND FACILITIES DEPARTMENT

Section 43.01 AUTHORITY.

The provisions of this ordinance are based upon the authority granted to the City Council of the City of Palm Bay, Florida (the City), by the Florida Constitution, Florida Statutes, and the Charter of the City of Palm Bay, Florida.

Section 43.02 COMPOSITION.

The Parks and Facilities Department shall consist of a Director who shall have supervision and control of the department, subject to the City Manager.

Section 43.03 DUTIES AND RESPONSIBILITIES.

(A) The function of the Parks and Facilities Department is to ensure that all City buildings and grounds are managed with the highest standards and best practices of both the public and private sector while supporting a safe, effective, and aesthetically pleasing experience for the citizens and employees of the City.

(B) The Division plans and organizes the provisions of ongoing maintenance and operations of the City's facilities primarily within the City Center Complex; Police Department Headquarters, Senior Citizen Center and Public Works Facility and various other City owned facilities and properties including:

- (1) air conditioning and heating
- (2) building maintenance and upkeep
- (3) minor plumbing, irrigation, and electrical repairs

(4) identifying projects that require contract services

(C) The Division also monitors security and access to the City-owned buildings, manages janitorial services, assists in event set-ups, furniture assembly and emergency response.

(D) Facilities Management provides management of major capital improvements to city-owned facilities.

(E) The Division is dedicated to providing its services in a timely and cost-efficient manner through effective budget management, and leading-edge customer care. Parks & Facilities is committed to enhancing the quality of the work environment of fellow employees while protecting the public's overall interests."<<

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

Robert Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

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



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Christopher Little, Utilities Director

DATE: 6/3/2021

RE: Ordinance 2021-39, amending the Code of Ordinances, by creating Chapter 44, Utilities Department, first reading.

The Utilities Department is requesting to establish a new chapter in the City of Palm Bay Code of Ordinances (Chapter 44) to be known as 'Utilities Department' to memorialize a City department which has been in existence providing the residents and businesses with water and sewer services, maintenance and extended services.

REQUESTING DEPARTMENT:

Utilities

FISCAL IMPACT:

There is no fiscal impact. However, any re-organizations of divisions within the referenced departments will be reflected in the Fiscal Year 2022 budget.

RECOMMENDATION:

Motion to approve the Ordinance.

ATTACHMENTS:

Description

Ordinance 2021-39

ORDINANCE 2021-39

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE III, ADMINISTRATION, BY CREATING CHAPTER 44, TO BE TITLED "UTILITIES DEPARTMENT"; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title III, Administration, is hereby amended by creating Chapter 44, to be titled "Utilities Department", which shall read as follows:

>>CHAPTER 44: UTILITIES DEPARTMENT

Section 44.01 AUTHORITY.

The provisions of this Ordinance are based upon the authority granted to the City Council of the City of Palm Bay, Florida (the City), by the Florida Constitution, Florida Statutes and the Charter of the City of Palm Bay, Florida.

Section 44.02 COMPOSITION.

The Utilities Department shall consist of a Director who shall have supervision and control of the department, subject to the City Manager.

Section 44.03 DEPARTMENTAL DIVISIONS.

(A) Administration Division.

(1) Plans, organizes, and directs Department activities to ensure service of current and anticipated water, wastewater, and reuse water needs of the City and extended service areas.

(B) Business Operations Division.

(1) Coordinates the development of financial and operating plans and performance standards for the department to ensure compatibility with departmental assumptions, plans, and objectives.

(2) Provides customer service to city citizens, residents, and businesses in person, by email, or by phone. Addresses monthly bills, late notices, and collection efforts.

(3) Collects monthly meter readings and provides service connection/termination functions.

(C) Compliance Division.

(1) Implements and manages multiple programs to maintain local, state, and federal regulatory compliance, improve operational efficiencies, and ensure best management practices for safety in the Department.

(D) Engineering and Construction Division.

(1) Provides technical guidance, engineering services, construction inspection, and project coordination for water, sewer, and reclaimed water utility projects.

(2) Manages and maintains the Department's asset management system and the city's Geographic Information System (GIS) databases.

(E) Operations Division.

(1) Operates and maintains the raw water mains, water distribution and transmission mains, fire hydrants, treatment plants and all related equipment.

(2) Operates and maintains the sanitary (sewer) lift stations, gravity sewer and force main system, treatment plants, disposal systems and all related equipment.

Section 44.04 DUTIES AND RESPONSIBILITIES.

(A) Establishes and administers programs for the planning, design, construction, operation and maintenance of all city-owned water and sewer infrastructure, including pipelines, pumping stations, and treatment facilities.

(B) Establishes and performs customer service functions for citizens, customers, contractors, and others that may purchase or utilize water and sewer services.

(C) Oversees the construction of public utility improvements. Reviews and provides approvals and construction inspection of private utility improvements connecting to the city's centralized systems.

(D) Maintains utility records of all water and sewer infrastructure within the city, including hydraulic models, maps, reports, studies and surveys.

(E) Establishes and maintains the Department's *Policies, Procedures and Standards Handbook* and other such standards for utility work occurring in the city.

(F) Investigates, reports and make recommendations to the City Manager regarding changes in legislation that may impact water and sewer utilities.

(G) Maintains accurate files on all utility matters affecting the city.

(H) Performs such other duties and responsibilities as assigned by the City Manager or by ordinance.<<

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

Robert Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

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



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

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

DATE: 6/3/2021

RE: Consideration of an amendment to Redevelopment Incentive Agreement between the Bayfront Community Redevelopment Agency (BCRA) and NorthShore Development, LLC.

On August 30, 2018, the Bayfront CRA Board, and subsequently City Council on April 18, 2019, approved the Redevelopment Incentive Agreement providing a 90 percent ad valorem tax rebate to Northshore Development, LLC for a mixed-use development project consisting of a 320-unit multi-family residential development (Phase 1), and five commercial outparcels (Phase 2) totaling 54,000 SF according to Exhibit B (Site Plan) of the Agreement. The Developer is eligible for the rebate starting with the first property tax year following issuance of the Certificate of Occupancy, to be issued upon full payment of property taxes by the Developer and cease upon expiration of the CRA in 2024, unless the CRA is extended.

Section 6 "Construction" of the Agreement requires a completion date of March 31, 2020 for the residential portion and December 1, 2021 for the commercial portion, "which period may be extended by the City for events of delay for which Developer is not solely responsible." On November 10, 2020, the developer received a Certificate of Occupancy for Phase 1 residential.

During a regular session of the Brevard County Board of County Commissioners held on April 6, 2021, the Commission unanimously approved and authorized Commission Chair Rita Pritchett to sign a letter to Mayor not opposing a request from Northshore Development LLC to amend the Redevelopment Incentive Agreement, citing the proposed amendments have no impact on the overall expenditures of the CRA or County taxpayer dollars. In April, the City received a request from Northshore Development, LLC requesting to amend the Agreement to allow for an 18-month extension to the completion date of Phase 2 commercial development. The developer is also requesting a reduction in the total proposed commercial square-footage to a minimum of 40,000, for which the developer will take out a bond in the favor of the City. As reflected in the Amendment, the developer has submitted a subdivision plat to bifurcate the residential and commercial projects as two separate legal entities, however tied together through a Property Owners Association Declaration of Covenants, before the Planning & Zoning Board on June 2, 2021. It is staff's understanding that the bifurcation of the residential and commercial phases is the primary request so that the developer can gain access to financing for the commercial phase, a discussion which has been brought up several times over the last two years.

Staff notes the following for consideration: The mixed-use project's overall value of \$52.9 million is made up of 85 percent (\$45.2M) residential and 15 percent (\$7.7M) commercial, thereby primarily incentivizing a residential project. The developer is proposing a minimum of 40,000 SF, approximately 26 percent, less commercial space than that which

was provided in Exhibit B of the Agreement. Given the estimated value of commercial at 54,000 SF at \$7.7 million, the CRA stands to lose approximately \$2 million in taxable value with only 11 percent of the overall project being commercial. The developer will be in default on the Agreement as of December 1, 2021 without the completion of the commercial phase as provided for in the Agreement. With six months remaining, the developer has not provided staff with any indication that actions are being taken to construct the commercial portion of this project. It is also important to note that the bifurcation proposed in the Amendment allows the AVT rebate for both the residential and commercial phases to be wholly independent of one another; thereby, the developer would still be entitled to the AVT rebate for the residential phase should he fail to construct the commercial phase.

REQUESTING DEPARTMENT:

Community & Economic Development

FISCAL IMPACT:

There is no fiscal impact at this time.

RECOMMENDATION:

Motion to accept the recommendation of the Bayfront Community Redevelopment Agency.

ATTACHMENTS:

Description

Redevelopment Incentive Agreement

Draft First Amendment to the Redevelopment Incentive Agreement

Revised Exhibit B to the Redevelopment Incentive Agreement

Commercial Calculations spreadsheet

Redevelopment Incentive Agreement

This Redevelopment Incentive Agreement ("Agreement") is made this 18 day of April, 2019 by and between the City of Palm Bay Bayfront Community Redevelopment Agency a public body corporate and politic created pursuant to Part III Chapter 163 Florida Statutes whose address is 120 Malabar Road Palm Bay FL 32907 (the "BCRA") and NorthShore Development, LLC a limited liability company authorized to transact business in the State of Florida, whose address is 6996 Piazza Grande Ave. Suite 309 Orlando FL 32835 (the "Developer") which parties may collectively be referred to herein as the "Parties."

WHEREAS, the BCRA was created pursuant to Chapter 163 Part III Florida Statutes to address and alleviate blighted conditions within the geographic area encompassing the BCRA and

WHEREAS, Section 163.345, Florida Statutes, explicitly provides that private enterprise be afforded "maximum opportunity" in the rehabilitation and redevelopment of an established community redevelopment area, and

WHEREAS the Developer proposes to complete substantial renovations or improvements to real property located within the BCRA area at the northeast intersection of Robert J Conlan Blvd and Commerce Park Dr and more specifically described in Exhibit A attached hereto (the "Property"), and

WHEREAS, the Developer proposes to construct a mixed use residential and commercial development on the Property to consist of 320 residential apartments and five commercial outparcels containing restaurants bars cafes entertainment venues, and/or similar establishments (collectively the "Project"), as further depicted in Exhibit "B" attached hereto and

WHEREAS the current assessed value of the Property as certified by the Brevard County Property Appraiser, is approximately \$568,070,¹ and

WHEREAS, upon completion of the Project, the Brevard County Property Appraiser will reassess the Property for ad valorem tax purposes and

WHEREAS, to facilitate redevelopment within the area comprising the BCRA, the Parties desire to enter into this Agreement pursuant to which the BCRA will provide financial assistance to the Developer in proportion to the Property's increase in taxable value following the completion of the Project

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BCRA and the Developer agree as follows

1 **Recitals** The foregoing findings are true and correct and incorporated herein by reference and made a part hereof

¹ 2017 combined Assessed Value as determined by the Brevard County Property Appraiser for tax parcels 28-37 14-FK-* 1.01 and 28-37 14-00-5

2 The Project. The Project will consist of a mixed use residential and commercial development on the Property, to consist of 320 residential apartments and five commercial outparcels containing retail restaurants bars cafes entertainment venues, and/or similar establishments. The Project shall contain the uses and general location of such uses as further described and depicted in Exhibit B attached hereto

3 TIF Rebate Payments In consideration of the construction of the Project, the BCRA shall distribute annual payments to the Developer as provided in this Section 3 (the “Annual Payments”)

a Calculation of Annual Payments. The Annual Payments shall be calculated pursuant to the following equation

(Post Improvement Taxable Value of Property – Base Year Taxable Value of Property) X Combined Millage Rates of Brevard County, the City of Palm Bay and all other taxing authorities then required by law to deposit increment taxes into the BCRA Redevelopment Trust Fund X 0.95 X 0.90

For the purposes of performing this calculation, the “Post Improvement Taxable Value of Property” shall be the non school taxable value of the Property as determined by the Brevard County Property Appraiser on an annual basis, commencing after the issuance of a certificate of occupancy for any residential or commercial component of the Project described in Exhibit B. The “Base Year Taxable Value of Property” shall be the non school taxable value of the Property, as determined by the Brevard County Property Appraiser for the 1998 tax year.

b Commencement of Annual Payments The Annual Payments shall commence upon all of the following

i The issuance of a certificate of occupancy by the City of Palm Bay for any of the residential or commercial components of the Project located on the Property described in Exhibit B

ii The reassessment of the Property by the Brevard County Property Appraiser to include the component of the Project for which a certificate of occupancy has been issued, and

iii The payment of ad valorem taxes due and payable for the Property

c Disbursement of Annual Payments. The Annual Payments provided for herein shall be disbursed to Developer each year no later than 90 days after the date on which all taxing authorities have contributed their required annual appropriation to the Redevelopment Trust Fund in accordance with section 163.387 Florida Statutes

d Duration of Annual Payments The Parties expressly acknowledge that the BCRA is scheduled to sunset in 2024 and cannot be extended absent action by Brevard County and the City of Palm Bay. Unless the BCRA is extended as contemplated below, the Annual Payments to

Developer shall terminate with the Annual Payment payable in 2024 which shall constitute a rebate of the taxes paid for the 2023 tax year. In the event the BCRA is extended beyond 2024, the BCRA shall make additional payments to Developer for an additional five (5) years or for however many years the BCRA is extended if extended for less than five (5) years, pursuant to the following equation

(Post Improvement Taxable Value of Property – Base Value
Taxable Value of Property) X Combined Millage Rates of Brevard
County, the City of Palm Bay, and all other taxing authorities then
required by law to deposit increment taxes into the BCRA
Redevelopment Trust Fund X 0.95 X 0.80

For the purposes of performing this calculation, all terms shall have the same meaning as defined in Section 3 hereof. Under no circumstances shall any Annual Payments be remitted to Developer after 2029 which shall constitute a rebate of the taxes paid for the 2028 tax year. Further, in the event the BCRA sunsets and/or all taxing authorities cease making annual appropriations to the Redevelopment Trust Fund in accordance with section 163.387 Florida Statutes, for any reason prior to 2024, Annual Payments shall also terminate in such year. The Parties expressly acknowledge and agree that the Annual Payments due to Developer under this Agreement are contingent upon annual appropriations being made to the Redevelopment Trust Fund by the taxing authorities required by law to contribute to such Redevelopment Trust Fund.

4 Timely Payment of Taxes. Developer shall timely pay when due the ad valorem real property taxes assessed against the Property and the Project.

5 Modification of Development. Developer shall develop and construct the Project in substantial accordance with Section 2 and Exhibit B hereof. The CRA must approve in writing any proposed modification to the Development which reduces the number, location, or use of the commercial outparcels.

6 Construction Schedule. Developer shall obtain all necessary permits and approvals from the City and begin construction of the Project within twelve (12) months of the Effective Date which period shall be extended for events of delay for which Developer is not solely responsible. All residential components of the Project shall be completed and certificates of occupancy issued by the City for same by March 31st 2020 (the “Residential Completion Date”) which period may be extended by the City for events of delay for which Developer is not solely responsible. All commercial components of the Project shall be completed and certificates of occupancy issued by the City for same by December 1st 2021 (the “Commercial Completion Date”), which period may be extended by the City for events of delay for which Developer is not solely responsible.

7 Taxing Power not Pledged. Nothing in this Agreement shall operate or be construed to compel the City Council of the City of Palm Bay (or any other taxing authority) to either directly or indirectly levy ad valorem taxes or otherwise exercise its taxing power to fund any obligation created by this Agreement.

8 Assignment Prior to the Apartment Completion Date, neither party may assign this Agreement or its rights hereunder without the prior written consent of the other party, which consent may be withheld in the sole discretion of the party whose consent has been requested. After the Apartment Completion Date, Developer may assign this Agreement without restriction upon providing written notice to the BCRA. Any such assignee must fully assume all of the responsibilities and obligations of the assigning party by written agreement. All covenants, rights, privileges, duties, obligations, liabilities of Developer and BCRA affirmative obligations created hereunder shall run with the land and burden and benefit the owner thereof.

9 Entire Agreement. This Agreement represents the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes any prior understandings or agreements between the parties. No modifications to this Agreement shall be enforceable unless in writing and executed by both Parties hereto.

10 No Waiver The failure of either party to require performance of any duty or condition under this Agreement shall not affect the entity's right to require performance at any time thereafter, nor shall either party's waiver of any condition, breach, or default under this Agreement constitute a waiver of any subsequent failure of such condition, breach or default.

11 Governing Law, Venue, Waiver of Jury Trial This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue shall be in Brevard County, Florida. The Parties waive the right to trial by jury in any dispute or litigation arising from, concerning or relating to this Agreement.

12 Severability. In the event this Agreement or any provision of this Agreement is for any reason held illegal or unenforceable by a court of competent jurisdiction, the Parties shall attempt in good faith to negotiate a new agreement or provision that is legal and enforceable and that effectuates the intent and purpose of this Agreement. To such extent, the provisions of this Agreement shall be deemed severable.

13 Notices Any notice, request, instruction, or demand required or allowed pursuant to this Agreement shall be in writing and shall be delivered personally, by recognized overnight courier (such as Federal Express or UPS), mailed by certified mail, return receipt requested, or by electronic correspondence or facsimile transmission.

If to BCRA, such notice shall be delivered at

Lisa Morrell
City Manager and BCRA Executive Director
120 Malabar Road SE
Palm Bay FL 32907
lisa.morrell@palmbayflorida.org

If to Developer such notice shall be delivered at

Carol Chang
6996 Piazza Grande Ave., Suite 309
Orlando FL 32835
Phone (407) 270 6741
Email carol@nsdpartners.com

The addresses provided above may be changed by the applicable party to the Agreement by providing the other party with notice of such address change in the same manner as provided above. Notices shall be effective upon receipt or failure to accept delivery. Electronic correspondence or facsimile transmission shall be deemed received on the date sent if sent by 4:00 p.m., Eastern Standard Time on a business day. If sent after 4:00 p.m. EDT, such transmission shall be deemed received on the next business day.

14 Default If either party breaches or fails to perform any of its duties, covenants, or representations hereunder and fails to cure same within thirty (30) days after written notice of such breach, or within such greater amount of time as provided in the notice of breach in the sole discretion of the non-breaching party (the "Cure Period") then such party shall be deemed in default of this Agreement. Upon expiration of the Cure Period, the non-defaulting party shall be entitled to pursue any and all remedies available under law or equity including but not limited to the termination of the Agreement and suspension of performance of duties and obligations required pursuant to the Agreement.

15 No Joint Venture It is mutually understood and agreed by the Parties that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing a partnership or joint venture between the Parties hereto or as constituting Developer as the agent or representative of the BCRA for any purpose or in any manner whatsoever.

16 Effective Date. This Agreement shall become effective as of the date upon which all of the following have occurred:

- a Execution of the Agreement by the Parties and
- b Approval of the Agreement by the City of Palm Bay City Council

IN WITNESS WHEREOF the Parties hereto have set their hands and seals the day and year first above written

NORTHSHORE DEVELOPMENT, LLC

By. ASL

Date 6/27/19

Print Name ANDREW R. STEEL

Title Chief Investment Officer

Attest mjz

Date 2019 06 27

Print Name MIGUEL REYNALDO

BAYFRONT COMMUNITY REDEVELOPMENT DISTRICT

By William Caputo
Chairman / Mayor

Date WC 6/28/19

Approved as to form and legality

JC
Jennifer Cockcroft, BCRA Attorney

Exhibit A

Legal Description of Property

Parcel IX

Lot 1 and the North 120 feet of Lot 2, lying West of Florida East Coast Railway, VALENTINE ESTATE SUBDIVISION according to the plat thereof, as recorded in Plat Book 1 Page 67 Public Records of Brevard County, Florida

Parcel X

The North three quarters (3/4's) of the Southwest one-quarter (1/4) of the Northeast one-quarter (1/4) EXCEPT Florida East Coast Railway and road right of way for Robert J Conlan Boulevard located in Section 14 Township 28 South Range 37 East Also LESS AND EXCEPT land described in Warranty Deed filed in Official Records Book 4087, Page 323, Public Records of Brevard County Florida

b-28-19 - Copy to Joan Junkala

FIRST AMENDMENT TO REDEVELOPMENT INCENTIVE AGREEMENT

THIS FIRST AMENDMENT TO REDEVELOPMENT INCENTIVE AGREEMENT (this "**Amendment**") is made effective as of the ___ day of ___, 2021 (the "**Effective Date**"), by and between the Bayfront Community Redevelopment Agency (the "BCRA"), a special independent district of the City of Palm Bay created pursuant to Part III Chapter 163 Florida Statutes whose address is 120 Malabar Road NE, Palm Bay FL 32907, City of Palm Bay Bayfront Community Redevelopment Agency, a public body corporate and politic created pursuant to Part III Chapter 163 Florida Statutes whose address is 120 Malabar Road Palm Bay FL 32907 (the "BCRA"), and NorthShore Development, LLC, a limited liability company authorized to transact business in the State of Florida, whose address is 2295 S. Hiawasse Rd, Suite 306 Orlando FL 32835 (the "Developer") which parties may collectively be referred to herein as the "Parties."

RECITALS:

WHEREAS, the Parties entered into a Redevelopment Incentive Agreement (the "Agreement") on April 18, 2019 with respect to certain real property located within the Bayfront Redevelopment District at the northeast intersection of Robert J. Conlan Blvd. and Commerce Park Drive (the "Property"); and

~~The Parties entered into that certain Redevelopment Incentive Agreement with respect to certain real property located within the BCRA area at the northeast intersection of Robert J. Conlan Blvd. and Commerce Park Drive (the "Property"); and~~

WHEREAS, ~~t~~The Parties desire to modify certain terms of the Redevelopment Services Agreement as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the Parties agree for themselves and their respective successors and assigns as follows:

1. The WHEREAS clause is hereby deleted in its entirety and replaced with the following paragraph:

WHEREAS, the Developer agrees to complete improvements to the Property as defined herein. The portion of the Property intended for residential development (the "Residential Property") and the portion of the Property intended for commercial development (the "Commercial Property") are more specifically described in Exhibit "A" attached hereto.

~~1. The WHEREAS clause is hereby deleted in its entirety and replaced with the following paragraph:~~

~~WHEREAS, the Developer proposes to complete substantial renovations or improvements to property located within the BCRA area at the northeast intersection of Robert J. Conlan Blvd. and Commerce Park Drive (the "Property"). The portion of the Property intended~~

~~for residential development (the “Residential Property”) and the portion of the Property intended for commercial development (the “Commercial Property”) are more specifically described in Exhibit “A” attached hereto.~~

2. The Project. Paragraph 2 is hereby amended to include the underlined language below:

The Project. The Project will consist of a mixed use residential and commercial development on the Property, to consist of 320 residential apartments (“Residential Development”) and five commercial outparcels containing retail restaurants, bars, cafes, entertainment venues, and/or similar establishments (“Commercial Development”) as generally shown on the concept plan attached hereto as Exhibit B. The Commercial Development shall havebe a minimum of 40,000 square feet. The Commercial Development must be approved by the City’s Development Review process which, in order to protect the health, safety and welfare of the City may necessitate a decrease in final build-out. The Commercial Development must be built in accordance with the City of Palm Bay Code of Ordinances. The minimum square footage may be decreased if it is determined by by City staff during site plan review that building 40,000 square feet would violate the City of Palm Bay Code of Ordinances. Any decrease provided should be the minimum needed to comply with the City’s Code of Ordinances.

3. Commencement of Annual Payments. Paragraph 3(b) is hereby deleted in its entirety and replaced with the following paragraph:

Commencement of Annual Payments. The Annual Payments shall commence for the Residential Property upon the City’s issuance of a certificate of occupancy for the Residential Development. The annual payments and fffor the Commercial Property shall commence upon the City’s issuance of a certificate of occupancy for the Commercial Development. Prior to the release of the first Annual Payment for the Residential Property, the Developer shall purchase a construction bond in favor of the City. The bond shall insure that the Phase II Commercial Development will be built prior to the expiration of the Construction Schedule set forth in Paragraph 6 below. The value of the bond shall be based upon the estimated value of construction in accordance with the site plan. A site plan for the Commercial Development shall be submitted to the City of Palm Bay no later than December 1, 2021.

4. Construction Schedule. ~~Paragraph 6.~~ The last sentence of paragraph 6 is hereby deleted and replaced with amended to include the following statement at the end of Paragraph 6:

“Due to the Executive Orders issued in connection with the COVID-19 pandemic, all construction and completion deadlines contained in this paragraph have been extended by eighteen (18) months.” All commercial components of the Project shall be completed and certificates of occupancy issued by the City for same by June 1, 2023.

5. Separation Rights, Obligations, and Liabilities for Commercial Property and Residential Property. The following statement shall be added as Paragraph 14:

Separation of Rights, Obligations, and Liabilities for Commercial Property and Residential Property. All rights, obligations, and liabilities with respect to the Commercial Property are hereby severed from the rights, obligations and liabilities of the Residential Property. Any such any liability or default under any this Agreement with respect to Commercial Property shall not impact the rights, obligations, and liabilities of the Residential Property, and vice versa.

Exhibit A

Residential Property and Commercial Property

Residential Property

Lot 1 NORTSHORE AT PALM BAY according to the plat thereof, as recorded in Plat Book __, Page __ Public Records of Brevard County, Florida

Commercial Property

Lots 2-6 NORTSHORE AT PALM BAY according to the plat thereof, as recorded in Plat Book __, Page __ Public Records of Brevard County, Florida

LEGEND

- A. AQUA APARTMENTS - 320 UNITS
COMPLETED 2020
- B. 1.16 Ac. OFFICE/ RETAIL/ REST: 6,500 - 8,400 SF
- C. 1.04 Ac. OFFICE/ RETAIL/ REST: 7,000 - 8,400 SF
- D. 1.26 Ac. OFFICE/ RETAIL: 6,500 - 10,500 SF
- E. 1.10 Ac. OFFICE/ RETAIL: 7,700 - 10,400 SF
- F. 1.73 Ac. RETAIL/ REST: 12,000 - 15,840 SF



The calculations above are based on municipal code and land use requirements that may be subject to change. The Developer is relying upon their best estimates and market knowledge to for the range of uses that are assumed above and this may be subject to change as the development is in process of obtaining tenants.

COMMERCIAL LOTS

LESS: COMMON ROAD / ACCESS EASEMENTS

	SITE:		EASEMENT WIDTH (FT)				DRAIN	EASEMENT LENGTH (FT)			EASEMENT AREAS (SF)			COMBINED
LOT:	ACRES:	SQ. FT.:	01	02	03	04		01	02	03	01	02	03	TOTAL:
2	1.16	50,529.60	26.5	50 -	-	-		268.95	142.42		7127.175	7121 -		14248.175
3	1.04	45,302.40	-	50 -	-	-			137.83		-	6891.5 -		6891.5
4	1.23	53,578.80	-	50	50 -	-			162.49	267.9	-	8124.5	13395	21519.5
5	1.04	45,302.40	-	50 -		15	-		135.54		-	6777 -		6777
6	1.63	71,002.80	-	50 -		15	-		313.95		-	15697.5 -		15697.5
TOTALS:	6.1	265,716.00												

	LOT 2	LOT 3	LOT 4	LOT 5	LOT 6	COMBINED TOTALS:
GROSS:	50,529.60	45,302.40	53,578.80	45,302.40	71,002.80	265,716.00
LESS - ACCESS:	14,248.18	6,891.50	21,519.50	6,777.00	15,697.50	65,133.68
SUBTOTAL	36,281.43	38,410.90	32,059.30	38,525.40	55,305.30	200,582.33
20% LANDSCAPING:	7,256.29	7,682.18	6,411.86	7,705.08	11,061.06	40,116.47
60% PARKING:	21,768.86	23,046.54	19,235.58	23,115.24	33,183.18	120,349.40
5% WALKS	1,814.07	1,920.55	1,602.97	1,926.27	2,765.27	10,029.12
BUILDING:	7,256.29	7,682.18	6,411.86	7,705.08	11,061.06	40,116.47
CHECK:	50,529.60	45,302.40	53,578.80	45,302.40	71,002.80	265,716.00
PARKING:						
RETAIL 1/200	36.28	38.41	32.06	38.53	55.31	200.58
OFFICE: 1/300	24.19	25.61	21.37	25.68	36.87	133.72

RESTAURANT BY FBC (OCCUPANCY)

50% KITCHEN 1/200	18.14	19.21	16.03	19.26	27.65	100.29
50% PATRON 1/15	241.88	256.07	213.73	256.84	368.70	

PALM BAY RESTAURANT

1/3 SEATS PATRON	80.63	85.36	71.24	85.61	122.90	445.74
1/PER STAFF						
COMBINED TOTAL:	98.77	104.56	87.27	104.87	150.55	546.03

USE:

Retail Space (30%)	2,176.89	2,304.65	1,923.56	2,311.52	3,318.32	12,034.94
Office Space (25%)	1,814.07	1,920.55	1,602.97	1,926.27	2,765.27	10,029.12
Restaurant (45%)	3,265.33	3,456.98	2,885.34	3,467.29	4,977.48	18,052.41

30%

60%

25%

45%

Parking							
Retail Space (30%)	10.88	11.52	9.62	11.56	16.59	60.17	
Office Space (25%)	6.05	6.40	5.34	6.42	9.22	33.43	
Restaurant (45%)	44.44	47.05	39.27	47.19	67.75	245.71	
	21,481.63	22,742.45	18,981.78	22,810.25	32,745.35	118,761.45	



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: 6/3/2021

RE: Consideration of the contract renewal with Sunrise Consulting Group, LLC, for State Lobbying Consulting Services through September 30, 2022 (\$48,000).

On October 1, 2020, City Council awarded RFP #67-0-2020 State Lobbying Services to Sunrise Consulting Group, LLC, with the provision of the contract renewal being presented to Council for consideration. The current contract provided for a initial period of 12 months and allows for four renewal periods of 12 months each for a total of 60 months. The contract expires on September 30, 2021.

Sunrise Consulting Group has performed at a level which either meets or exceeds the state lobbying services stipulated in the agreement. Specifically, the consultant has consistently provided responsive and proactive effort to pursue and represent the City's best interests in all matters pertaining to State legislation and appropriations. Since the inception of the agreement, Sunrise Consulting Group, LLC has develop a healthy working relationship with City Council, City leadership and staff to understand the needs and interests of the City of Palm Bay. In coordination with staff, the consultants worked diligently to prepare legislative and appropriations requests that were both strategic and represented prevailing City needs.

During the 2020-2021 State Legislative Session, Sunrise Consulting Group was instrumental in securing multiple meetings between the City and legislative officials and their staff members to ensure that the City's needs were well-communicated, understood and provided an opportunity to seek sponsorship. Their strong relationships and efforts directly contributed to securing a \$300,000 legislative appropriation to fund the purchase and installation of two (2) nutrient separating baffle boxes contributing to the health of Turkey Creek, a critical estuary of the Indian River Lagoon.

REQUESTING DEPARTMENT:

Community & Economic Development, Procurement

FISCAL IMPACT:

The contract renewal is for a period of 12 months, invoiced at \$4,000 per month for a total of \$48,000. As this is a contractual obligation, the City has budgeted for this expense in the FY 2022 proposed budget in account 001-3410-552-3141 / Other Professional Services.

RECOMMENDATION:

Motion to approve a contract renewal for RFP #67-0-2020 State Lobbying Services with Sunrise Consulting Group, LLC for a period of 12 months commencing on October 1, 2021 and ending on September 30, 2022.

ATTACHMENTS:

Description

Amendment to Contract Renewal

Fully Executed Contract- Sunrise

**CITY OF PALM BAY
AMENDMENT NUMBER ONE
TO CONTRACT #67-0-2020
STATE LOBBYING SERVICES**

This amendment to contract is made and entered into this ____ day of _____, 2021, by and between the City of Palm Bay, a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the "City" and Sunrise Consulting Group, LLC, hereinafter referred to as the "Consultant."

WHEREAS the City and the Consultant entered into a Contract under the date of October 14, 2020, whereby the Consultant would perform certain services with respect to state lobbying services, and

WHEREAS, the City and Consultant desire to amend the said Agreement,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- I. To **renew** the term of agreement through September 30, 2022.
- II. No price increases will be allowed.

In all other respects and, except as specifically modified and amended, the Contract dated, October 14, 2020, shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.

CITY OF PALM BAY

SUNRISE CONSULTING GROUP, LLC

Susan Blair, CPPB
Acting Chief Procurement Officer

By: _____
Name

Title

Signature

Signature

Date

Date



October 2, 2020

Shawn Foster, President and CEO
Sunrise Consulting Group
5957 Riviera Lane
New Port Richey, FL 34655

RE: RFP #67-0-2020/SZ, State Lobbying Services

Dear Mr. Foster,

On October 1, 2020, the above referenced contract was awarded to your company in full accordance with the terms, conditions and specifications as stipulated in the Request for Proposal document.

Please sign this Notice of Award and return it and two (2) signed copies of the Agreement.

You are also required to submit your insurance certificate(s) with your acceptance of this notice. The City of Palm Bay is to be specifically included on all certificates of insurance (with exception to Workers Compensation) as a **named additional insured. Waiver of Subrogation is required for Commercial General Liability and Automobile Liability.** All certificates must be received prior to commencement of service/work.

We appreciate your interest in the City of Palm Bay and look forward to future contact with your firm.

Sincerely,

CITY OF PALM BAY

A handwritten signature in blue ink that reads "Juliet Misconi".

Juliet Misconi, CPPO, CPPB
Chief Procurement Officer

SUNRISE CONSULTING GROUP

By: Shawn Foster - President
Name/Title (print)
A handwritten signature in black ink that appears to read "Shawn Foster".
Signature
10/13/2020
Date

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
67-0-2020
STATE LOBBYING SERVICES

This is an agreement entered into this 14 day of October 2020, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907 a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as CITY and Sunrise Consulting Group (FEI/EIN Number 82-2863316), 5957 Riviera Lane, New Port Richey, FL 34655 hereinafter referred to as CONSULTANT.

For and in consideration of the mutual agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the CITY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide professional services as prescribed herein.

SECTION 1 - GENERAL IDENTIFICATION OF SERVICES

The following documents are incorporated herein and made an integral part of this Agreement:

- The City's Request for Proposal **#67-0-2020 – State Lobbying Services** (Exhibit 1).
- Proposal Submittal for CITY prepared by CONSULTANT dated July 30, 2020 (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- Specific direction from CITY Manager (or designee).
- This Agreement and any attachments.
- Exhibit 1
- Exhibit 2

All professional services provided by the CONSULTANT for the CITY shall be identified in Exhibit 1 and 2 and this agreement. No additional work shall be performed under this Agreement without written authorization from the City. The written authorization for additional services shall constitute an addendum to this Agreement.

SECTION 2 - CITY OBLIGATIONS

The CITY agrees that it shall furnish to the CONSULTANT, upon request, any data available in the CITY'S files pertaining to the work to be performed under this Agreement.

SECTION 3 - PROFESSIONAL SERVICES

Upon receipt of Authorization to Proceed, CONSULTANT agrees to perform professional services set forth in accordance with the negotiated terms of this Agreement, and in accordance with accepted professional standards and practices.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Maintain an adequate staff of qualified personnel.
- B. Comply with federal, state, county and local laws or ordinances applicable to the work.
- C. Cooperate fully with the CITY in scheduling and coordinating all phases of the work.
- D. Cooperate and coordinate with other CITY consultants, as directed by the CITY.
- E. Report the status of the work to the CITY upon request and hold records, and other documents open to the inspection of the CITY or its authorized agent at any time during normal business hours.
- F. Submit for CITY review all data representative of the progress of the Work. Confer with the CITY during the further development and implementation of improvements for which the CONSULTANT has provided services.
- G. Interpret documents, correct errors and omissions and prepare any necessary revisions not involving a change in the scope of the work required, at no additional cost.
- H. Provide services to comply with Work as specified in Exhibit 1 to include, but in no way limited to: provide information and data to state and regional agencies and government bodies, appropriation or legislative language and address legislative needs; attend and provide testimony at appropriate legislative hearings; coordinate and appropriately solicit support from state elected or appointed officials and agencies; report the status of pending legislation and appropriations; make reports to appropriate City, state and regional agencies; and all other similar services as needed to perform the Work and functions as required.

SECTION 4 - TERM

The period of this Agreement shall be for twelve (12) months, beginning on October 1, 2020 and ending on September 30, 2021. This Agreement may, by mutual written assent of the parties, be extended for (four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

SECTION 4.1 - DELAY IN PERFORMANCE/FORCE MAJEURE

CITY shall be entitled to withhold progress payments from CONSULTANT for services rendered until completion of services to CITY's satisfaction.

Any delay due to a force majeure, shall not subject CITY to any liability to CONSULTANT, nor CONSULTANT any liability to the CITY. At CITY's option, the period specified for performance of services may be extended by the period of delay occasioned by any such circumstance, and services not performed by CONSULTANT shall be made or performed during such extension, or the time to perform the services not performed shall be extended for a period equal to such delay. During this period such delay shall not constitute a delay by CONSULTANT.

SECTION 5 – COMPENSATION

The CITY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation in the lump sum amount of four thousand dollars (\$4,000.00) per month.

All basic reimbursable costs including reproduction, deliverables, and travel shall be included in any proposed Lump Sum Fee. Other requests for reimbursable expenses must be brought to the attention and approved by the CITY before the work is performed. If authorized by the CITY and upon receipt of satisfactory back-up materials, the CONSULTANT will be compensated for such reimbursable expenses.

SECTION 6 - PAYMENT AND PARTIAL PAYMENTS

Subject to the CITY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the CITY may make monthly payments or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month, and under the provisions of Chapter 218, Part VII, (Local Government Prompt Payment Act), Florida Statutes. City shall promptly pay consultant any undisputed amounts consistent with the Local Government Prompt Payment Act.

- A. The CONSULTANT shall submit signed invoices to the CITY.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT and approved by the CITY.

SECTION 7 - RIGHT OF DECISIONS

All services by the CONSULTANT shall be performed in accordance with all professional standards and practices and to the reasonable requirements of the CITY. The CITY shall make all decisions on all claims, questions and disputes arising under this Agreement. In the event the CONSULTANT does not concur with any decision of the CITY, it must, within thirty (30) days after determination by the CITY unless such time is extended in writing by CITY, present written objections to the decision to the City Manager or her/his designee for resolution. Before taking any action to contest the CITY's determination in a court of competent jurisdiction, the CONSULTANT must follow the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the time deadline set forth in this paragraph; failure to do so will

result in making the CITY's decision final. During any appeal of, or objection to, the CITY's decision, CONSULTANT shall continue to perform all work in accordance with professional standards and practices and the requirements of this Agreement.

SECTION 8 - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, maps, and/or other work products developed by the CONSULTANT pursuant to this Agreement shall become the sole property of the CITY without restrictions or limitation upon their use and shall be made available by the CONSULTANT at any time upon request by the CITY. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the CITY for its use.

CONSULTANT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes, should it apply.

It is further understood that any report, tracing, plan, map or other work product, without limitation, given by CITY to CONSULTANT pursuant to this Agreement shall at all times remain the property of CITY, shall be returned to CITY, and shall not be used by CONSULTANT for any other purpose without the express, written consent of the City Manager.

However, should CITY utilize the work product in connection with a project upon which CONSULTANT is not retained by CITY, CITY shall accept all responsibility for such utilization to the extent provided by law. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney fees, investigative costs, expert fees, suit costs or prejudgment interest.

SECTION 9 - REUSE OF DOCUMENTS

The CONSULTANT may not retain, reuse and/or copy data or work products developed by the CONSULTANT for the CITY without express written permission of the City Manager. The CONSULTANT will upon request provide the CITY additional copies of reports, tracings, plans, maps, and/or other work products produced pursuant to this Agreement at the cost for reproduction and not the cost of labor.

SECTION 10 - NOTICES

Any notices, reports or other written communications from the CONSULTANT to the CITY shall be considered delivered when posted by certified mail or delivered in person to the CITY.



The CONSULTANT'S representative will be:

Shawn Foster
President and CEO
Sunrise Consulting Group
5957 Riviera Lane
New Port Richey, FL 34655

CITY'S representative will be:

Joan Junkala-Brown
Community & Economic Development Director
120 Malabar Rd SE
Palm Bay, FL 32907

With Copies to:

Juliet Misconi
Chief Procurement Officer
120 Malabar Road SE
Palm Bay, FL 32907

SECTION 13 - AUDIT RIGHTS

The City reserves the right to audit the records of the CONSULTANT related to this Agreement at any reasonable time during the prosecution of the work included herein. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

SECTION 14 - PUBLIC RECORDS

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- b. Provide the agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the Contractor has questions regarding the application of Chapter 119 Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at the City of Palm Bay purchasing and Contracts Division, 120 Malabar Road, SE, Palm Bay, Florida 32907; 321-952-3424; or procurement@pbfl.org.

SECTION 15 - SUBCONTRACTING

The CONSULTANT shall not assign or transfer any work under this Agreement without the express, written approval of the CITY. The CONSULTANT shall cause the name(s) of any subconsulting firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data.

The CONSULTANT shall be fully responsible to CITY for all acts and omissions of any officers, representatives, agents, employees, or subcontractors of CONSULTANT. Subcontractors of CONSULTANT shall have appropriate general liability, professional liability and workers' compensation insurance, or be covered by CONSULTANT's insurance. CONSULTANT shall furnish CITY with appropriate proof of insurance and releases from all subcontractors in connection with the work performed.

SECTION 16 - CONTINGENT FEES

The CONSULTANT warrants that no person or company was employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bonafide employees, any fee commission, contribution, donation, percentage, gift, or any other consideration, contingent upon, or resulting from award of this Agreement. For any breach or violation of this provision, the CITY shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the contract price or amounts due to CONSULTANT or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages related to the breach of the provision and shall report the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION 17 - TERMINATION/MODIFICATION OF AGREEMENT

1. The CONSULTANT agrees that the CITY may terminate this Agreement for any reason upon ten (10) days written notice to the CONSULTANT.
2. In the event of termination by the CITY, the CITY'S sole obligation to the CONSULTANT shall be for payment for those portions of work which has been authorized and satisfactorily completed. Such payment shall be determined on the basis of the percentage or work complete as estimated by the CITY and agreed upon by the CONSULTANT up to the time of



termination. In the event of such termination, the CITY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons or entities to perform the same or similar services. CONSULTANT shall not be entitled to any other amounts or damages including but not limited to anticipated profits, consequential damages or those set forth in Section 4 of this Agreement upon termination by CITY pursuant to this Section.

3. It is understood by CITY and CONSULTANT that any payment to CONSULTANT shall be made only if CONSULTANT is not in default under the terms of this Agreement as determined by the CITY.
4. The terms of this Agreement may only be modified upon the written, mutual agreement of the CONSULTANT and the CITY.
5. In the event that the CONSULTANT changes its name, merges with another company, becomes a subsidiary or makes other substantial changes in its business structure or its principals, the CITY reserves the right to terminate this Agreement.
6. In the event of termination of this Agreement, the CONSULTANT agrees to surrender any and all documents prepared by the CONSULTANT for the CITY and those documents delivered by the CITY to the CONSULTANT that pertain to this Agreement, of which, the CITY will have full ownership thereof, provided the CITY gives its written consent, CONSULTANT may retain copies of such documents for record purposes.

SECTION 18 - DEFAULT

An event of default shall mean a breach of this Agreement by CONSULTANT as determined by the CITY. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include but not be limited to the following:

- CONSULTANT has not performed services on timely basis.
- CONSULTANT has refused or failed to supply enough properly skilled personnel.
- CONSULTANT has failed to make prompt payment to subcontractors or suppliers for any services.
- CONSULTANT has failed to fulfill representations made in this Agreement; or CONSULTANT has refused or failed to provide the Services as defined in this Agreement.
- CONSULTANT understands and agrees that the CITY may immediately terminate this contract upon written notice if the CONSULTANT is found to have submitted a false certification or any of the following occur with respect to the CONSULTANT or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.



In an Event of Default, CONSULTANT shall be liable for damages to the CITY resulting from lost funding and for the difference between the cost associated with procuring services from CONSULTANT and the amount actually expended by CITY, in procurement of another professional to perform the services of CONSULTANT. CITY shall be entitled to recover consequential damages and lost funding and administrative costs associated with the procurement of alternative professional services.

SECTION 19 – INDEMNIFICATION

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT, including but not limited to the CONSULTANT's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter CONSULTANT) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter CITY) against any and all liability, loss, costs, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney's fees for trials and appeals and expert's fees and costs that the City may incur arising wholly or in part due to any negligent or deliberate act, error or omission of CONSULTANT in the execution, performance or non-performance or failure to adequately perform CONSULTANT'S obligation(s) pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

SECTION 20 - INSURANCE

The CONSULTANT and its subcontractors, subconsultants, assignees and suppliers will be required to procure and maintain, at its own expense and without cost to the CITY, until final acceptance by the CITY of all products or services covered by the Agreement, the following types of insurance in the following minimum amounts:

- A. **Commercial General Liability:** The contractor shall provide minimum limits of \$1,000,000.00 each occurrence, \$1,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, broad form property damage, personal and advertising injury, and contractual liability, specifically confirming and ensuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall



name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.

B. Automobile Liability Insurance:

Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

C. Professional Liability Insurance:

Professional liability insurance with a minimum limit of one million dollars (\$1,000,000) aggregate with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000 for each claim. CONSULTANT represents it is financially responsible for the deductible amount.

D. Workers' Compensation Coverage:

Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.**

An exemption to Workers' Compensation insurance may be accepted by the City with approval by the Risk Manager.

E. Insurance Certificates:

The City of Palm Bay is to be specifically included on all certificates of insurance (with exception to Workers Compensation and Professional Liability) **as an additional insured. Waiver of Subrogation is required** for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier. Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any



insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

SECTION 21 - QUALITY CONTROL

The CONSULTANT warrants a high level of quality control and accuracy. The CITY may request additional data collection or reanalysis of data at no expense to the CITY. If the original data collected and/or data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section 5 of this Agreement.

The CONSULTANT acknowledges that the CITY may periodically evaluate the CONSULTANT'S performance and that the evaluation may be used by the CITY to determine the CONSULTANT'S qualifications for future contracts with the CITY.

SECTION 22 - NON-EXCLUSIVE AGREEMENT

The parties acknowledge that this agreement is not an exclusive agreement, and the CITY may employ other consultants, professional or technical personnel to furnish services for the CITY, as the CITY, in its sole discretion, finds is in the public interest.

SECTION 23 - REPRESENTATIONS

- A. CONSULTANT represents that it is able to furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed in a professional manner suitable to the CITY.
- B. CONSULTANT represents, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services described in this Agreement.
- C. CONSULTANT shall, upon the request of CITY, promptly correct or replace all deficient work due to its errors and/or omissions without cost to CITY. CONSULTANT shall also be responsible for all damages resulting from CONSULTANT's deficient documents. Payment in full by CITY for services performed does not constitute a waiver of this representation.
- D. All services performed by CONSULTANT shall be to the satisfaction of CITY. In cases of disagreement or ambiguity, CITY shall, as provided in Section 7 of this Agreement, decide all questions, difficulties and disputes of whatever nature that may arise under this Agreement and the CONSULTANT agrees that the CITY's decision on all claims or questions is final.
- E. CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bona fide employee



working solely for CONSULTANT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this representation, CITY shall have the absolute right to cancel this Agreement without liability to CONSULTANT or any third party.

SECTION 24 - INTEREST OF MEMBERS OF CITY AND OTHERS

No officers, members or employees of the CITY, and no members of its governing body, and no other public official of any other governmental entity, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement that affects their personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 25 - INTEREST OF CONSULTANT

The CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, that shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by CONSULTANT, its subcontractors and subconsultants.

Furthermore, CONSULTANT covenants and agrees that it will not undertake the representation of any governmental entity, department or agency whose jurisdiction is within or covers any portion of Brevard County, Florida without the express, written consent of the City Council of the CITY.

Furthermore, CONSULTANT acknowledges that as of the effective date of this Agreement, CONSULTANT does not represent any client whose interest is currently averse to the interest of the CITY. If during the term of this Agreement, CONSULTANT determines that a client it represents has or may potentially have an interest adverse to the interest of CITY, then CONSULTANT shall disclose such conflicting interest as required by this Section. Additionally, before proposing, advocating or otherwise advancing any legislation, administrative rule, regulation, or policy on behalf of a client, where such legislation, rule, regulation, or policy may potentially impact CITY and its operations, CONSULTANT shall, consistent with this Section, disclose the representation and provide a copy of the legislation, administrative rule, regulation, or policy to the City Manager.

The CONSULTANT further agrees that, in the performance of this Agreement, if any conflict of interest arises, it shall disclose, in writing, such interest to the CITY within three (3) days after the conflict arose. Such written disclosure shall provide sufficient information concerning the CONSULTANT's conflict including, but not limited to, name of the client presenting the conflicting position, the nature of the conflict, and the extent to which CONSULTANT is unable to provide the services described in this Agreement. The City Manager may take any action



necessary to address the conflict of interest disclosed by CONSULTANT, including termination of this Agreement.

SECTION 26 -INDEPENDENT CONTRACTOR

CONSULTANT and its employees, agents, contractors and subcontractors shall be deemed to be independent contractors and not CITY agents or employees. CONSULTANT, its employees or agents, contractors and subcontractors shall not attain any rights or benefits under CITY's Personnel Rules and Regulations or Pension Systems nor any rights generally afforded CITY's classified or unclassified employees. CONSULTANT, its agents, employees, contractors or subcontractors shall not be deemed entitled to the Florida Workers' Compensation benefits as a CITY employee.

SECTION 27 -NON-DISCRIMINATION

CONSULTANT agrees that it will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

SECTION 28 -OTHER PROVISIONS

- A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- B. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
- C. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with Florida law or any order entered by such court. If not modifiable to conform to such law or order, then it shall be deemed severable and, in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- D. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- E. There are no third-party beneficiaries intended to be bound by or to enforce this Agreement.
- F. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Consultant during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Consultant to perform work pursuant to the Contract with the City.
- G. When applicable, the Consultant's employees are required to obtain, at no charge, from the City's Human Resources Department, a security



identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.

SECTION 29 - LIMITATION OF LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the CITY to CONSULTANT pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney's fees and costs, investigative costs, expert fees, or pre-judgment interest. This section shall not prevent the CITY from taking court action it deems necessary against, including but not limited to, the CONSULTANT, its subcontractors, subconsultants, suppliers, assignees and employees.

SECTION 30 - ENTIRETY OF AGREEMENT

This writing, together with documents referenced herein, embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties and added as an addendum to this Agreement.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida. The venue for any litigation arising out of this Agreement shall be Brevard County, Florida. The parties hereto acknowledge and agree, for adequate and valuable consideration that they waive their right to trial by jury in any litigation that may arise out of any controversy that pertains to this Agreement.



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals
this 14 day of October, 2020.


As approved by City Council On: **October 1, 2020**

ATTEST:


Terese Jones, City Clerk

CITY OF PALM BAY, FLORIDA

By:



Juliet Misconi, Chief Procurement
Officer

WITNESS:

(to consultant's signature)

Teresa Foster

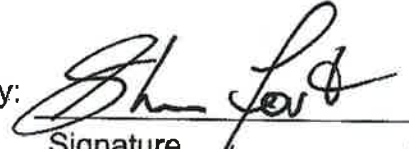
Name - Printed



Signature

SUNRISE CONSULTING GROUP

By:


Signature

Shawn Foster / President
Name and Title

Sunrise Consulting Group
Name of Company

5957 Riviera Lane
Mailing Address

New Port Richey, FL 34655
City, State, Zip

(727) 808-4131
Telephone Number

10/13/2020
Date



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Juliet Misconi, Acting Public Works Director

DATE: 6/3/2021

RE: Consideration of changing the Emerson Drive/Malabar Road signal respan location to Eldron Boulevard/Bayside Lakes Boulevard respan.

On September 3, 2020, City Council approved a Budget of \$80,754 for Signal Respan for two locations: Eldron Blvd. and Malabar Road, \$40,754 and Emerson Drive and Malabar Road, \$40,000.

At the start of the fiscal year, the decision was made that Emerson/Malabar roads will widen in conjunction with the Road Program. Because of that decision to widen Emerson/Malabar roads, it would not be feasible to proceed with a Respan at the location and would be an in effective use of City funds, as the widening of Emerson at Malabar will include new traffic signal with poles and mast arms and the removal of the existing span wire signal. There are several signals in the City that are currently in need of re-spanning. Traffic Operations would like to request the Budget approved for the Emerson/Malabar respan be used for Eldron/Bayside Lakes Blvd respan.

Traffic Operations' staff has been called out to the signal at Bayside/Eldron multiple times in the last year to repair/fix conflict issues that arise from the overhead signal cables that have become deteriorated over the extended life span of the signal. The industry standard is that a signal should be re-spanned approximately every 10 years, and Bayside Lakes/Eldron has not been re-spanned in the last 16 plus years.

REQUESTING DEPARTMENT:

Public Works

FISCAL IMPACT:

No fiscal impact. Funding is currently available in Account No. 001-7026-541-6316, Project No.21PW02 in the amount of \$40,000.

RECOMMENDATION:

Motion to change the Emerson/Malabar Respan location to Eldron/Bayside lakes Blvd Respan.

ATTACHMENTS:

Description

Quote for the re-span of Emerson and Malabar

Quote for the Re-span of Eldron and Bayside Lakes Blvd

Carr Construction, LLC

Proposal

Date: 10/26/2020
Description: Signal Rehab

Location: Emerson Dr @ Malabar Rd

<https://goo.gl/maps/1ycTDDpYpqw9Eh7r9>

WORK BASED ON T&M CONTRACT RATES							
No.	Item	Description	Action	Quantity	Units	Unit Price	Extended Price
	101-1	MOB		1	LS	5%	\$ 1,809.53
	102-1	MOT		1	LS	1%	\$ 361.91
						MOB & MOT Total	\$ 2,171.43
No.	Item	Description	Action	Quantity	Units	Unit Price	Unit Price
1	102-1a	Police Officer during MOT (per officer per hour)	F	16	HR	\$ 66.87	\$ 1,069.92
12	630-1-11	Conduit, Above Ground	F/I	25	LF	\$ 26.45	\$ 661.25
13	630-1-12	Conduit, Underground	F/I	3	LF	\$ 8.28	\$ 24.84
24	632-7-1	Signal Cable	F/I	1	PI	\$ 8,075.58	\$ 8,075.58
29	634-4-112	Span Wire Assembly, Diagonal, (< 200'), 3/8"	F/I	1	PI	\$ 2,615.98	\$ 2,615.98
34	634-5-1	Fiberglass Insulator	F/I	20	LF	\$ 44.75	\$ 895.00
35	634-6-1	Messenger Wire 3/8"	F/I	170	LF	\$ 6.41	\$ 1,089.70
146	650-51-312B	Traffic Signal, 3 Section, 1 Way, Span, Poly w/LED's	F/I	7	EA	\$ 928.11	\$ 6,496.77
148	650-51-322B	Traffic Signal, 3 Section, 2 Way, Span, Poly, w/LED's	F/I	1	EA	\$ 1,568.35	\$ 1,568.35
154	650-51-511B	Traffic Signal, 5 Section, 1 Way, Span, Poly, w/LED's	F/I	2	EA	\$ 1,492.78	\$ 2,985.56
163	653-191	Signal ped Inc., LED-Countdown 1 direction	F/I	8	EA	\$ 736.45	\$ 5,891.60
221	665-11	Pedestrian detector	F/I	8	AS	\$ 223.24	\$ 1,785.92
234	690-10	Signal head traffic assembly remove	R	11	EA	\$ 40.39	\$ 444.29
235	690-20	Signal pedestrian assembly remove	R	8	EA	\$ 40.39	\$ 323.12
246	690-70	Detector pedestrian assembly remove	R	8	EA	\$ 20.19	\$ 161.52
247	690-80	Span wire assembly remove	R	1	EA	\$ 484.87	\$ 484.87
248	690-90	Conduit and cabling remove	RD	1	PI	\$ 969.76	\$ 969.76
251	690-100	Signal equipment misc. remove	R	1	EA	\$ 646.50	\$ 646.50
		Video Detection Cable					
No.	Item	Description	Action	Quantity	Units	Unit Price	Unit Price
309	M-2-R	Labor, Level II Tech, W/ Bucket Truck, Regular Time	F	0	HR	\$ 153.77	\$ -
313	M-H-R	Labor, Helper, Regular Time	F	0	HR	\$ 80.83	\$ -
9991	9991	Video Detection Cable	F	0	LS	\$ 1,018.37	\$ -

SUB TOTAL: \$ 36,190.53

GRAND TOTAL: \$ 38,361.96

Carr Construction, LLC

Proposal

Date: 10/26/2020
Description: Signal Rehab

Location: Eldron Blvd & Bayside Lakes Blvd

<https://goo.gl/maps/Gxu131ZGbwzTmSxZ9>

WORK BASED ON T&M CONTRACT RATES							
No.	Item	Description	Action	Quantity	Units	Unit Price	Extended Price
	101-1	MOB		1	LS	5%	\$ 1,725.17
	102-1	MOT		1	LS	1%	\$ 345.03
						MOB & MOT Total	\$ 2,070.20
No.	Item	Description	Action	Quantity	Units	Unit Price	Unit Price
1	102-1a	Police Officer during MOT (per officer per hour)	F	16	HR	\$ 66.87	\$ 1,069.92
12	630-1-11	Conduit, Above Ground	F/I	25	LF	\$ 26.45	\$ 661.25
13	630-1-12	Conduit, Underground	F/I	3	LF	\$ 8.28	\$ 24.84
24	632-7-1	Signal Cable	F/I	1	PI	\$ 8,075.58	\$ 8,075.58
33	634-4-113A	Span Wire Assembly, Box, (>= 400'), 3/8"	F/I	1	PI	\$ 4,401.77	\$ 4,401.77
146	650-51-312B	Traffic Signal, 3 Section, 1 Way, Span, Poly w/LED's	F/I	4	EA	\$ 928.11	\$ 3,712.44
154	650-51-511B	Traffic Signal, 5 Section, 1 Way, Span, Poly, w/LED's	F/I	4	EA	\$ 1,492.78	\$ 5,971.12
163	653-191	Signal ped Inc., LED-Countdown 1 direction	F/I	8	EA	\$ 736.45	\$ 5,891.60
221	665-11	Pedestrian detector	F/I	8	AS	\$ 223.24	\$ 1,785.92
234	690-10	Signal head traffic assembly remove	R	8	EA	\$ 40.39	\$ 323.12
235	690-20	Signal pedestrian assembly remove	R	8	EA	\$ 40.39	\$ 323.12
246	690-70	Detector pedestrian assembly remove	R	8	EA	\$ 20.19	\$ 161.52
247	690-80	Span wire assembly remove	R	1	EA	\$ 484.87	\$ 484.87
248	690-90	Conduit and cabling remove	RD	1	PI	\$ 969.76	\$ 969.76
251	690-100	Signal equipment misc. remove	R	1	EA	\$ 646.50	\$ 646.50
		Video Detection Cable					
No.	Item	Description	Action	Quantity	Units	Unit Price	Unit Price
309	M-2-R	Labor, Level II Tech, W/ Bucket Truck, Regular Time	F	0	HR	\$ 153.77	\$ -
313	M-H-R	Labor, Helper, Regular Time	F	0	HR	\$ 80.83	\$ -

SUB TOTAL: \$ 34,503.33

GRAND TOTAL: \$ 36,573.53



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Christopher A. Little, P.E.; Larry Wojciechowski, Finance Director; Susan Blair, Acting Procurement

DATE: 6/3/2021

RE: Consideration of appropriating funds from the Undesignated Fund Balance for remainder of funding needed for cured-in-place pipe services of the sewer main rehabilitation in Fiscal Year 2021 (\$14,391); and consideration of increasing the annual expenditure for Fiscal Year 2021 (\$558,042) and Fiscal Years 2022 through 2024 (\$500,000 annually).

On February 20, 2020 Council approved the piggyback of the City of Daytona contract for Cured-In-Place Pipe (CIPP) Rehabilitation Services with Insituform Technologies, LLC. CIPP is the most cost-effective means of rehabilitation of sewer mains. This method does not require excavation at the site, thereby reducing traffic interruptions and costly site restoration. The proposed expenditure approved for FY21 was \$330,000. The amount budgeted for FY21 is \$530,000; due to rollover from FY20 the current amount available is \$543,651.

The total amount needed for sewer main rehabilitation in FY21 is \$558,042; this exceeds the available funds. Staff is requesting 1) fund appropriation for CIPP services from Undesignated Fund Balance; and 2) approval for the increase of the annual expenditure for FY21 to \$558,042. A budget Amendment will be submitted.

REQUESTING DEPARTMENT:

Utilities, Finance, Procurement

FISCAL IMPACT:

Pending approval of the budget amendment, in the amount of \$14,391, funds will be available in the Utilities Department's Renewal & Replacement Fund, account 424-8032-535-6325, project 20WS11. The annual expenditure for FY21 will be \$558,042. Pending budget approvals of Capital Improvement Projects for subsequent years the proposed annual expenditures will be, \$500,000 annually for FY22 through FY24. Purchase orders will be issued on an as needed basis.

RECOMMENDATION:

Motion to 1) approve appropriation of funds in the amount of \$14,391 on the next scheduled budget amendment; and 2) approve the expenditure increase for FY21 and the proposed amounts for FY22 through FY24.

ATTACHMENTS:

Description

Council Memo February 20, 2020

Insituform Quote



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager

DATE: February 20, 2020

RE: Piggyback of City of Daytona Beach – Contract 0118-2600, 2018 Cured-In-Place Pipe Rehabilitation Services Term Contract with Insituform Technologies, LLC

The City of Palm Bay Utilities Department has been conducting a wastewater collection system condition assessment over the past 3 years. The condition assessment has identified segments of sanitary sewer mains that are deficient. This deficiency allows groundwater infiltration into the collection system and ultimately reduces the capacity of the wastewater treatment plant. Staff have determined that the cured-in-place pipe (CIPP) repair system will be the most cost-effective means of rehabilitation of these sewer mains. CIPP is a trenchless method of repair of existing pipelines and does not require excavation to rehabilitate a pipeline that is leaking or structurally unsound. This trenchless technology greatly reduces interruptions to traffic and eliminates the need for costly site restoration.

Staff are requesting approval to utilize the City of Daytona Beach Contract 0118-2600, 2018 Cured-In-Place Pipe Rehabilitation Services Term Contract. This contract was awarded in September 2019 for a one-year term and can be renewed for four (4) additional one-year terms. Staff has reviewed this contract and determined it meets the needs of the Utilities Department for CIPP services.

Procurement staff compared contracts from four (4) Florida entities; the City of Daytona Beach had the lowest pricing for the pipe size Utilities uses.

In accordance with the City's Code of Ordinance, Section 38.12(F)(4) Cooperative Purchases: The City may purchase from any cooperative contract, including but not limited to: term contracts by the State of Florida, Federal General Services Administration, and other governmental cooperatives and

February 20, 2020

Page | 2

entities within and outside the State of Florida provided that the cooperative contract is established in compliance with the procurement procedures and requirements of the issuing body, entity, authority, or cooperative. If such other governmental or cooperative contract is utilized, the public notice requirements and the need to utilize the methods of selection processes included in this Ordinance are obviated. The ability to utilize cooperative contracts shall not be restricted by nonparticipation in the estimated quantities of the City's needs, nor inaccurate estimates of usage by the City prior to award of the cooperative contract. The City may utilize (piggyback) a contract entered into by another governmental or public entity and a provider of supplies or services required by the City, if the Chief Procurement Officer determines that it is practicable and advantageous for the City to employ this method of purchase, and such contracts specify that they are cooperative procurements at the time of solicitation. Any such contracts equal to or in excess of \$100,000 shall go to the City Council for approval.

REQUESTING DEPARTMENTS:

Utilities Department, Procurement Department

FISCAL IMPACT:

Funding is available in the Utilities Department Renewal & Replacement fund, account 424-8032-535-6325, project 20WS11. The estimated annual expenditure for FY20 will be \$300,000.

Pending budget approvals of Capital Improvement Projects for subsequent years the proposed annual expenditures will be FY21/\$330,000, FY22/\$363,000, FY23/\$399,300, FY24/\$439,230.

Purchase orders will be issued on an as needed basis.

RECOMMENDATION:

Motion to approve the piggyback of the City of Daytona Beach Contract 0118-2600 with Insituform Technologies, LLC, located in Chesterfield, Missouri; and motion to approve the renewal term, if exercised by the City of Daytona Beach and appropriated by Council in the Budget, for up to four (4) additional one (1) year terms.



6966 Business Park Blvd.
Jacksonville, FL 32256
www.insituform.com

Dave Raymond
Business Development Manager

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

Phone: (904)465-3267
Fax: (904)292-3198
Email: draymond@aegion.com

5-4-21

Glenn Beckett
City of Palm Bay
1105 Clearmont St. SE
Palm Bay, FL 32905
Glenn.Beckett@palmabayflorida.com

Re: Cost Proposal – City of Palm Bay FY21 Sanitary Lining Project

Glenn,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Palm Bay**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off a piggyback of the City of Daytona Beach Contract #0118-2600.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Bid Item per Docs	Description	Measure	Quantity	Bid Price	Total
A-1	CIPP 8" Diameter 6.0 mm Thickness	LF	15,030	\$23.10	\$347,193.00
L-1	Light Cleaning 8"-12" Diameter	LF	15,030	\$2.50	\$37,575.00
O-1	Root Removal 8" - 12" diameter	LF	3,000	\$1.60	\$4,800.00
P-1	Tuberculation Cleaning 8" – 12" diameter	LF	200	\$19.00	\$3,800.00
Q-4	Lateral Grout	EA	197	\$390.20	\$76,869.40
QQ-1	By-Passing 8" Diameter	LS	47	\$317.40	\$14,917.80

RR	Standard Services Reconnection	Each	197	\$195.00	\$38,415.00
SS-2	Traffic Control FDOT ROW Arrow Board	Setup	2	\$190.40	\$380.80
SS-3	Traffic Control FDOT ROW Barricades	Setup	2	\$359.70	\$719.40
SS-4	Traffic Control FDOT ROW Lane Dividers	Setup	2	\$15.90	\$31.80
TT-1	Traffic Control City ROW Flagman	Setup	16	\$655.90	\$10,494.40
TT-2	Traffic Control City ROW Arrow Boards	Setup	6	\$190.40	\$1,142.40
TT-3	Traffic Control City ROW Barricades	Setup	25	\$264.50	\$6,612.50
TT-4	Traffic Control City ROW Lane Dividers	Setup	25	\$15.90	\$397.50
VV-1	Easement Access 6" to 12" Diameter	LF	775	\$3.70	\$2,867.50
AAA	Mobilization	Setup	1	\$3,578.40	\$3,578.40
	Subtotal				\$549,794.90
BBB	Bonds	1.5%	1	\$8,246.92	\$8,246.92
	TOTAL				\$558,041.82

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
 - General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
 - Auto: \$2,000,000 Combined Single Limit
 - Workers Compensation: Statutory with \$1,000,000 Employer's LiabilityThe above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.
10. Bypassing of services or laterals.
11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.

13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

1. ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the City of Daytona Beach Contract #0118-2600.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Dave Raymond

Dave Raymond
Business Development Manager

Accepted By: _____
(signed)

(print name)

Date: _____

Title: _____



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Juliet Misconi, Acting Public Works Director

DATE: 6/3/2021

RE: Consideration of allocating funds within the Public Works Department for capital asset needs (\$45,948).

Public Works (PW) is requesting the ability to use \$45,948 of PW General Fund Operations funding to address certain imminent capital needs. The operational funding from Pavement Markings and Road Structure Materials is available as it has been determined the initial budget needs have decreased due to the Road Bond project progress.

Public Works is requesting the approval to purchase the following capital items:

1. Traffic Operations: PCMT 8000 Conflict Monitor Tester, \$10,159

Beginning January 1, 2024, Athens Technical Specialist Inc. (ATSI), distributor and sole source provider for the state of Florida, will discontinue providing calibration and repair services for the current Conflict monitor Tester, 2600 Model. The Malfunction Conflict Monitor Unit (MMU) Tester is used annually to certify the Malfunction Management Unit (MMU), a device used in a Traffic Controller Assembly to accomplish the detection of, and response to, improper and conflicting signals and improper operating voltages in a Controller Assembly caused by malfunctions of the Controller Unit (CU), load switches, or miswiring of the cabinet; meets with or exceeds all specifications outlined in Section 4 (Malfunction Management Unit) of the National Electrical Manufacturers Association (NEMA) Standards Publication TS2-2003 v02.06, Traffic Controller Assemblies With NTCIP Requirements. Please note only \$5,159 will be used from Operations Funding. The remaining is available in the designated account.

2. Engineering & Survey: SP85 GNSS Single Receiver Kit, \$9,404

The SP85 GNSS Single Receiver Kit is a device that can receive information from GNSS satellites and then calculate the device's geographical position which can determine location coordinates within a one-meter positional accuracy. The Receiver Unit is a complex computer hardware and software unit enclosed in weatherproof housing in which the programs have a finite life span. Currently, Public Works Survey division has two GPS Rover Systems which are used daily. Due to the finite life span of the programs, the purchase of the SP85 GNSS Single receiver will replace the oldest unit of six years. Replacement of this unit will improve on the time to initialize, lock on to the satellite constellations, and getting reliable positional accuracy under light to moderate vegetation cover.

3. Operations – ROW Beautification: Mowing Equipment, \$18,432

- \$7,681 - Bush Hog Deck (BH3308SH-2); a Bush Hog is a type of rotary mower that is attached to the back of a tractor is used in Operations for brush cutting or rough-cut mowing the flat drainage right-of-way (ROW) along the City canals. Currently, equipment #7068 purchased in 2015 is in poor condition. Replacement of this equipment will improve canal maintenance productivity.

- \$10,751 Zero Turn Mower (Cheetah II, 61" Rear Discharge, Kawasaki); Public Works Operations mows over 780 acres yearly. Approximately 54% (424 acres) are mowed using zero turn mowers. The mower's maneuverability allows staff to mow around trees, ornamentals, and other obstacles more easily than with a steering wheel vehicle such as a riding tractor. The normal life expectancy of a mower is 4 to 5 years or a maximum of 2,300 hours per Green Industry Pros recommendations.

Currently, equipment #6867 purchased in 2014 has approximately 2,200 hours and is in poor condition. Fleet has spent approximately \$31K on maintenance and repairs of the equipment which exceeds the replacement cost. Replacement of this equipment will improve the level of service on the mowing schedule.

4. Driveway & Lot Drainage Permitting: Various IT Hard/Software & Services, \$12,953

The Residential Driveway and Lot Drainage Permitting process has advanced to providing electronic documents to contractors and builders, as well as the Building Department. Due to this change, additional IT equipment and software are necessary for the three Engineer Technicians to perform the assigned tasks. Detail of request:

Item	Qty	Amount	Total	Note
Adobe Pro 2020	2	\$425	\$850	2 Employees: Joanne Aguiar, Richard (Scott) Dexter
Air Card Services	4	\$37	\$444	4 Employees: Matt Hanline, Micah Eanes, Richard Johnson, Richard Moyer
Executive Laptop/Tablet	4	\$1,600	\$6,400	4 Employees: Matt Hanline, Micah Eanes, Richard Johnson, Richard Moyer
Epson DS-30000 Scanner	2	\$1,900	\$3,800	2 Employees: Gina Coone, Richard (Scott) Dexter
Laserfiche, full license	1	\$1,000	\$1,000	1 Employee: Richard (Scott) Dexter
Laserfiche, maintenance	1	\$84	\$84	1 Employee: Richard (Scott) Dexter
Microsoft Enterprise Suite	1	\$375	\$375	1 Employee: Gina Coone

REQUESTING DEPARTMENT:

Public Works

FISCAL IMPACT:

The total estimated capital cost of \$45,948, for the equipment and IT software/hardware will be transferred from FY21 PW Operating budget, G/L# 001-7026-541-4641, Pavement Markings, (\$14,563) and G/L# 001-7034-541-5301, Road Structure Materials, (\$31,385), into G/L #001-7013-541-6401 Machinery & Equipment, \$9,404; G/L #001-7017-541-6401 Machinery & Equipment, \$18,432; G/L #001-7026-541-6401 Machinery & Equipment, \$5,159 (\$5,000 available to cover difference in cost); G/L #001-2310-519-4105 Air Cards, \$444; G/L #001-2310-519-4604 Computer Software Maintenance, \$84; G/L#001-2310-519-5104 Software < \$5,000, \$850; G/L #001-2310-519-5403 License/Certificates, \$1,375; G/L#001-2310-519-5108 Computer Hardware < \$5,000, \$10,200 on the 3rd Quarterly Budget Amendment.

RECOMMENDATION:

Motion to approve the use of \$45,948 of PW General Fund Operations funding to procure capital equipment, machinery and IT hard/software for the PW Operations, Traffic and Driveway & Lot Drainage Permitting Department.

ATTACHMENTS:

Description

PCMT 8000 Conflict Monitor Tester Quote

SP85 GPS Receiver Quote

FSC - Bush Hog Quote

Zero Turn Mower Quote

FY21 Computer Hard Software Budgetary Costs



Public Works
PURCHASE REQUEST

Finance Team Only

REQ #: _____

PO #: _____

VENDOR: _____ VENDOR #: _____

ADDRESS: _____ PHONE #: _____

CONTACT: _____ Contract #: _____

Reason for Purchase Order: _____

☐ Out-To-Bid ☐ Blanket ☐ Purchase ☐ Reverse ☐ Change Order

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	Commodity Sub-Comm
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
	SHIPPING CHARGES					

TOTAL PRICE: \$ _____

DELIVER TO: _____

Date Requested: _____

Date Required: _____

Account No.: _____ Budget Amt: _____ Remaining Budget: _____

Account No.: _____ Budget Amt: _____ Remaining Budget: _____

Project No: _____

Budget Transfer Required: ☐ Yes ☐ NO If Yes, amount: _____

Requestor: _____ Supervisor Approval: _____

Three or more quotes or contract required for purchases over \$10,000



ATSI

Athens Technical Specialists Inc.
 8157 US Highway 50
 Athens OH 45701
 866-325-8172
 www.atsi-tester.com
 Tax ID # 31-1034624

Quote

Date 5/13/2021
 Quote # QO142389

Sales Rep Hartley, Ben P
 Valid until 8/12/2021
 Last Modified Date 5/13/2021
 Created Date 3/22/2021
 Terms Net 30
 Shipping Tax Code -Not Taxable-
 Shipping Tax Rate
 Contact Alan Done
 Shipping Method UPS® Ground

Bill To	Ship To
Alan Done City of Palm Bay Accounts Payable 120 Malabar Road Palm Bay FL 32907	Alan Done City of Palm Bay Traffic Department 1750 Main Street Palm Bay FL 32905

Item	Description	Quantity	Units	Rate	Amount	Tax
8000-T	PCMT 8000 Conflict Monitor Tester Includes: 6' USB Cable, Installation Guide, Software (download), and 1 Year Warranty. Software requires a Windows XP or newer operating system.	1	EA	11,484.00	11,484.00	
006-0055	NEMA TS2 16 Channel / NEMA TS1 12 Channel Cable for PCMT 8000.	1		495.00	495.00	
TIN-2600	Trade-in of Customer PCMT 2600, Serial Number: 2600-1422. NOTE: WE WILL BE DISCONTINUING CALIBRATION AND REPAIR SERVICES FOR THE PCMT 2600 MODEL ON JANUARY, 01, 2024. CONTACT ATSI OR YOUR LOCAL DISTRIBUTOR FOR TRADE-IN INFORMATION.	1	EA	(1,500.00)	(1,500.00)	
TIN-CBL	Trade-in of the following PCMT Monitor Cables: (1) NEMA TS1 12 Channel Cable (1) NEMA TS2 16 Channel Cable Our records show that these are the only cables you have with your current tester. If you need to test other monitor types with the PCMT 8000, you may need other cables. The cables from older models of conflict monitor testers will NOT work with the PCMT 8000.	2	EA	(100.00)	(200.00)	
TIN-SLNK	Trade-in of Customer SLNK 3000 (The SLNK 3000 is not required for the PCMT 8000) PCMT 8000 User Training! Training videos can be viewed at no charge by anyone at anytime by going to: http://www.pcmcourse.com/ After viewing the videos, you can then choose to pay for a code that will give you access to take a test. (Each code is good for a single test. If there are multiple individuals that want to take the test, a separate code for each will need to be purchased.) ATSI will issue a training certificate for each individual that receives a passing grade on their test. ATSI will then also submit that individuals information to IMSA for TARP Points. If you would like the training added to your quote, please let me know how many codes will be needed.	1	EA	(200.00)	(200.00)	

Delivery on all equipment is 30 days ARO. All pricing is in US Dollars and is good for 90 days. Shipping charges are pre-paid and add with shipments via UPS Ground unless otherwise noted. All taxes, duties, import fees, etc. are the responsibility of the customer. ATSI must receive payment (or a PO for customers on terms) prior to the order shipping. ATSI test equipment includes a 1 year warranty.



ATSI

Quote

Date

5/13/2021

Quote #

QO142389

Athens Technical Specialists Inc.
8157 US Highway 50
Athens OH 45701
866-325-8172
www.atsi-tester.com
Tax ID # 31-1034624

Item	Description	Quantity	Units	Rate	Amount	Tax
UPS® Ground		1		80.00	80.00	

- ATSI is your distributor and sole source for the state of Florida.

- Customer is responsible for shipping of Trade-In items.

- If the value of the Trade-In exceeds the value of the item(s) purchased, a Credit Memo will be issued for the balance.

Total**\$10,159.00**



www.atsi-tester.com

the
Test Equipment Experts

May 13, 2021

City of Palm Bay
Traffic Department
1750 Main Street
Palm Bay FL 32905
Attn: Alan Done

Dear Mr. Done,

It has come to my attention that the following statement is needed by you and your agency in your procurement efforts regarding the ATSI test equipment product line.

As of the date of this letter, to the best of our knowledge ATSI is the only manufacturer of an Automated Conflict Monitor Tester for NEMA TS1, NEMA TS2 and Caltrans standard conflict monitors. Our current model is the PCMT 8000.

As of the date of this letter, ATSI is the sole distributor for the state of Florida.

ATSI is the sole agency authorized to perform calibration and repair services to equipment manufactured by ATSI. These can be purchased through the distributor or directly from ATSI.

If you need any additional documentation regarding this matter, please feel free to contact us at anytime.

Sincerely,

Ben Hartley
Sales



SOLUTIONS FOR

GEOSPATIAL SURVEY & MAPPING | SIGNS & GRAPHICS
WIDE FORMAT & CONSTRUCTION PRINT | 3D PRINTING

Quote #12281

Quotation

Prepared For:

City of Palm Bay Public Works

City of Palm Bay Public Works Department 1050 Malabar Road
SW
Palm Bay, FL 32907

Attn: Joe Hale
Ph: (321) 953-8996
Email: joe.hale@pbfl.org
Quote Date: 5/5/2021

Prepared By:

Duncan-Parnell

621 Brookhaven Dr
Orlando, FL 32803

Attn: Earl Soeder
Ph: 954-818-2610
Email: earl@gpserv.com
Expiration Date: 6/4/2021

Line Number	Item ID	Item Description (Do Not Edit)	Quantity	Optional	Unit Price	Extended Price
1	119786-00	SP85 GNSS Single Receiver Kit	1	No	\$12,495.00	\$12,495.00
2	SURVEY HARDWARE DISCOUNT	Survey Customer Discount	1	No	(\$3,123.75)	(\$3,123.75)
3	UPSFEDUSPSFRT	UPS/FED-EX/POSTAGE/DHL/FREIGHT	1	No	\$32.14	\$32.14

Pre-Tax Total: \$9,403.39

(Tax not included - do not pay from quote)

Delivery Instructions:

TERMS AND CONDITIONS:

- Credit card payments will not be accepted on invoices greater than \$5,000.00
- Optional Items are not included in Pre-Tax Total
- SALES TAX NOT INCLUDED IN QUOTE AND WILL BE ADDED AT TIME OF ORDER – **DO NOT PAY FROM QUOTE**

ACCEPTED BY: _____ **DATE:** _____ **PO:** _____

GOVERNMENT AGENCY INFORMATION

Invoice to:	CITY OF PALM BAY	Ship to:	
Address:		Address:	
City, State, Zip:		City, State, Zip:	
Contact Name:		Contact Name:	
Phone:		Phone:	

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

<p>Florida Sheriffs Contract</p> <p>Contract # FSA20-EQU18.0,</p> <p>Effective Date: October 1, 2020 – September 30, 2023</p>	<p>Date - 4/112/2021</p> <p>**Discounts off MSRP prices on non-spec options per contract</p>
--	--

[illegible]

Q U O T A T I O N

PAGE: 1

GREEN THUMB PALM BEACH
230 Truck and Trailer Way
West Palm Beach , FL 33413
Phone #: (561)333-2355
Fax #: (561)333-2356

PHONE #: (321)349-9616 Ext: 6314 DATE: 5/19/2021
CELL #: ORDER #: 1881413
ALT. #: (321)952-3424 CUSTOMER #: 33771
P.O.#: CP: Robert
TERMS: Cash LOCATION: 2
SALES TYPE: Quote STATUS: Active

BILL TO 33771

CITY OF PALM BAY
120 MALABAR ROAD SE
PALM BAY, FL 32907 US

SHIP TO

CITY OF PALM BAY PUBIC WORKS
1050 MALABAR ROAD S.W.
PALM BAY, FL 32908 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
SCA	SCZII61RD-31FX	CHEETAH II, 61" REAR DISCHARGE, KAWASAKI	1	\$13,834.00	\$10,751.00	\$10,751.00
SCA	SCZII61V-31FX	CHEETAH 61", 31HP KAWASAKI FLORIDA SHERIFF ASSOCIATION FSA20-EQU18.	1	\$13,000.00	\$10,394.00	\$10,394.00

Prices reflected on this quote are valid for 30 days.

SUBTOTAL:	\$21,145.00
TAX:	\$0.00
ORDER TOTAL:	<u>\$21,145.00</u>

Authorized By: _____

FY 21 Computer Hard Software Budgetary Costs

Budgetary values below to be included on Personnel Adjustment Request (PAR) forms for new positions. Technology requests for new General Fund personnel should be budgeted through IT accounts.

Replacement computers for General Fund departments will be budgeted by IT. General Fund computers are on a three-year refresh program, as funding allows.

Budgetary values for desktops and laptops do not include monitors or accessories.

The IT department is recommending the purchase of laptops due to their portability.

All technology purchases must be reviewed by IT. Contact the department with any questions or for budgetary values for equipment or software not listed.

Supported Computing Devices

Request Under IT Account 001-2310-519-5108 for General Fund Equipment

Item	Minimum Specifications (Subject to Change)	Budgetary Value
Office Laptop	Intel i5, 8GB RAM, 256GB SSD, 15" Screen, Integrated Graphics, Bluetooth and WiFi Connectivity Included, Backlit Keyboard, 3 Year Warranty. Monitor, Dock, Carrying Case Not Included.	1200
Executive Laptop / Tablet	Intel i7, 16GB RAM, 512GB SSD, Integrated Graphics, Bluetooth and WiFi Connectivity Included, Backlit Keyboard, 3 Year Warranty. Monitor, Dock, Carrying Case Not Included.	1600
Police / Field Laptop with Cellular Connectivity	Intel i5, 8GB RAM, 256GB SSD, 15" Screen, Integrated Graphics, Bluetooth and WiFi Connectivity Included, Internal Air Card Adapter for Cellular Connectivity, Backlit Keyboard, 3 Year Warranty with ADP. Monitor, Dock, Case Not Included. Cellular Connectivity Requires Monthly Service Plan with Recurring Costs That Must Be Budgeted.	1300
Office Desktop / Tower PC	Intel i5, 8GB RAM, 256GB SSD, Keyboard and Mouse, Optical Drive, 3 Year Warranty. Monitor Not Included.	1000
Workstation / Graphics Tower	Intel i7, 16GB RAM, 512GB SSD, Discrete Graphics, Keyboard and Mouse, Optical Drive, 3 Year Warranty. Monitor Not Included.	2500
Mobile Workstation / Graphics Laptop	Intel i7, 16GB RAM, 512GB SSD, 15" Screen, Discrete Graphics, Bluetooth and WiFi Connectivity Included, Backlit Keyboard, 3 Year Warranty. Monitor, Dock, Carrying Case Not Included.	2500

Common Peripherals / Accessories

Request Under IT Account 001-2310-519-5103 for General Fund Equipment

Item	Minimum Specifications (Subject to Change)	Budgetary Value
22" Monitor	LED Display	150
24" Monitor	LED Display	180
27" Monitor	LED Display	300
Surge Protection for a Laptop	Six-Outlet Power Strip	15
Laptop Dock	Video (Monitor) output, additional ports	200
Mobile Workstation Dock	Video (Monitor) output, additional ports	300
UPS Battery Backup, Standard Desktop	700 VA rated battery back up unit	150
UPS Battery Backup, Workstation	1350 VA rated battery back up unit	250

Additional Peripherals / Accessories

Request Under IT Account 001-2310-519-5103 for General Fund Equipment

Item	Minimum Specifications (Subject to Change)	Budgetary Value
Laptop AC Power Adapter	Replacement or Additional Power Adapter for Laptops	100
Laptop DC Car Charger	For use in vehicle, with DC Auto Outlet	100
External Hard Drive	4TB, USB, HDD	150
External Hard Drive	2TB, USB, SSD	300
HP Mobile Printer	For use in vehicle	280

Supported Enterprise Software

Not A Complete List of All Supported Software; Contact IT for Other Licensing Needs
See Individual Item Below for Account

FY 21 Computer Hard Software Budgetary Costs

Item	Description	Budgetary Value
Microsoft Enterprise Suite	Network Logon, Email Account and Archive, Office Productivity Software (Office 365). Required for All Positions / Volunteers for Computing Access. [IT Account 001-2310-519-5403]	375
Adobe Acrobat Pro	Single User [IT Account 001-2310-519-5104]	425
Adobe Creative Cloud for Teams	Creative Software Suite, Per User [IT Account 001-2310-519-5403]	1050 Recurs Annually
Adobe Acrobat Pro Upgrade	Single User, Eligibility based on current software version [IT Account 001-2310-519-5104]	200
Laserfiche, Participant	Read Only Access [IT Account 001-2310-519-5403]	48 Recurs Annually
Laserfiche, Full License, Maintenance	Read, Write Access [IT Account 001-2310-519-5403 for License, 001-2310-519-4604 for Maintenance]	1000 for License, 168 Recurs Annually
Cellular Services, Telephone Devices See Individual Item Below for Account		
Item	Description	Budgetary Value
Smash Subscription, Message Archiving	Mobile Management Application. Required for All New Smartphone Activations. (Not required for Flip Phones or Air Cards) [IT Account 001-2310-519-5403]	83
Smartphone, Unlimited	Smartphone Unlimited Talk, Text and Data, includes Hotspot Service [IT Account 001-2310-519-4102]	53 Recurs Monthly
Smartphone, Unlimited, Public Safety	Custom Unlimited Talk, Text, and Data for Public Safety with Priority and Preemption, Hotspot Add-On Feature [IT Account 001-2310-519-4102]	40 (+5 for Hotspot) Recurs Monthly
Smartphone, Unlimited Text and Data, Pay-As-You-Go Calls	Smartphone Unlimited Text and Data, Unlimited Text/Data/Mobile to Mobile/Nights and Weekends, Pay-As-You-Go Service at .052 per minute, includes Hotspot Service [IT Account 001-2310-519-4102]	37 Recurs Monthly + Call Charges
Smartphone, Limited Talk, Text, and Data	Nationwide Flat Rate with 500Mb data, 600 Mobile to Mobile, 600 Nights and Weekends, Pay-As-You-Go Service at .049 per minute [IT Account 001-2310-519-4102]	16 Recurs Monthly + Call Charges
Basic Cellphone (Flip Phone), Pay-As-You-Go	Nationwide Flat Rate, 600 Mobile to Mobile, 600 Nights and Weekends, Pay-As-You-Go Service at .049 per minute [IT Account 001-2310-519-4102]	0 Monthly + Call Charges
Basic Cellphone (Flip Phone), Custom Unlimited, Public Safety	Custom Unlimited Basic Phone Plan for Public Safety, Unlimited Voice, Priority and Preemption [IT Account 001-2310-519-4102]	24 Recurs Monthly
Air Card, Unlimited	Mobile Broadband, Unlimited [IT Account 001-2310-519-4105]	37 Recurs Monthly
Wireless Headset	Hands-Free for Desk Telephones [IT Account 001-2310-519-5103]	300
Printers, Scanners, Audio/Visual Equipment, Desktop Telephone, Other Software or Equipment - Contact the IT Department with any questions or for budgetary values for equipment or software not listed.		



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Juliet Misconi, Acting Public Works Director

DATE: 6/3/2021

RE: Consideration of utilizing Transportation Impact Fees for the acquisition of additional right-of-way on Babcock Street (\$19,000).

Public Works Department is requesting to the use of Transportation Impact Fees to acquire an appraisal of forty feet of additional Right-of-Way (ROW) on Babcock Street. The property is described as the additional ROW East and West of Babcock Street in Section 3, Township 30, South Range 37 East. The appraisal of this property is necessary to acquire this section of Babcock Street for the future expansion of the St. Johns Heritage Parkway (SJHP) Intersection outlined in Phase 3 of the Interlocal Agreement between the City and the Brevard County signed April 24, 2020.

Public Works is requesting \$19,000 for the estimated cost of the appraisal and other project incidentals such as legal advertisement for future bid if required, geotechnical testing, survey, and engineering design. Public Works will request additional funding for the purchase of the property when the appraisal is received.

REQUESTING DEPARTMENT:

Public Works

FISCAL IMPACT:

Total funding request of \$19,000, for the appraisal and project incidentals will be appropriated from Transportation Impact Fee (TIF) Fund – Nexus 32909 Undesignated Fund Balance to G/L #199-7050-541-6303/Road Projects, Project 21PW06, on the next scheduled Budget Amendment.

RECOMMENDATION:

Motion to approve the use of TIF – Nexus 32909 to acquire an appraisal of additional ROW on Babcock Street and additional project incidentals.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Leslie Hoog, Fire Chief

DATE: 6/3/2021

RE: Consideration of utilizing Fire Impact Fees for the purchase of a brush truck for Fire Station 6 (\$180,000).

Palm Bay Fire Rescue is requesting the use of Fire Impact Fees to fund the purchase of a Brush Firefighting Apparatus essential for Fire Operations in Fire Station 6's response area in Palm Bay.

Since becoming operational in 2014, Engine 6 has been assigned to Brevard County Fire Rescue (Station 89) in an ambulance station located on the property of Bayside High School as part of a co-habitation agreement. There have been no prior identified Fire Impact Fee expenditures for any components of Fire Station 6 and the equipment that should be designated for the fire service operations in that defined response area. The current Brush Firefighting Apparatus assigned to this location has been re-designated from Fire Station 1's response area so that Wildland Urban Interface firefighting operations can be conducted to protect the citizens residing in this geographic area. Our strategic plan is to expend funds for a permanent facility with equipment to provide better functioning protection to the Southwest section of the city designated as Fire Station 6's response zone. The Brush Truck is an identified apparatus critical to wildland firefighting and would be assigned to station 6 as a primary unit. Call volume for a Brush unit in station 6's area has been over 381 calls for service since May 10, 2017.

There is continual single-family residential construction actively in this area along with a planned development located off Gaynor Dr SW. The geographic area for Station 6 is continuing to grow with projected planning for the St. John's Heritage Parkway being considered to run through this area of Southwest Palm Bay. As the growth continues in this area, so does the impact on the fire service operations. Station 6 currently responds to Nexus Zones 32908 & 32909 as part of the primary area for coverage. As no Brush 6 has been purchased for this area and only reassigned units have been identified, it is necessary to expend Fire Impact Fee funds for an assigned unit to this response area due to the need for betterment of providing services due to an increase in residential housing, population growth, and wildland urban interface concerns.

To date (3/30/2021) there are 120,899 residents in Palm Bay. This is a 2.2% increase from March 2020 (118,268). This again is growth in population which impacts the services provided by the fire department. All of this is based on growth.

Response Statistical Data as it relates to the fire department –

We analyzed incident responses for Station 6 from May 10, 2017 compared to currently in 2021.

There is an average of 10% calls for service that required a brush unit response for Fire Station 6's area. During the same time

frame, a brush fire response from Station 6 averaged 50% total for the entire cities brush fire responses.

Reliability of units being available continues to diminish due to the constant re-purpose of apparatus to provide coverage. As stated above, there has not been a permanently assigned brush unit for Station 6. The older units that were re-assigned from other stations have already been in a state of decline due to excessive use prior to the re-assignment. Any increase in service is related to an increase in growth. The unit reliability is necessary for the mission and essential for safe operations of the fire department and therefore a new unit with the permanent assignment of Station 6's response area meets all requirements for Fire Impact fee use based on the following as

*this is (1) a **necessary** expenditure (2) for **capital equipment** (an expenditure for **long term betterment**) (3) limited to the expansion (addition) facility, (4) **necessitated due to new construction** and (5) not a replacement of existing city facilities.*

This unit will be an enhancement to better serve the ever-growing population due to growth in southwest Palm Bay.

REQUESTING DEPARTMENT:

Fire Department

FISCAL IMPACT:

Total project costs of \$180,000.00 to be appropriated to GL account 189-6050-522-6403/Light Vehicle Fire Impact Fee Funds from fund balance (Nexus 32908).

RECOMMENDATION:

Motion to approve appropriation of \$180,000 in Fire Impact Fee Funds from Nexus 32908 for the purchase of a Brush Truck for Fire Station #6.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Christopher A. Little, P.E.

DATE: 6/3/2021

RE: Consideration of appropriating funds from the Undesignated Fund Balance for the purchase of a meter tester (\$11,625).

The Utilities Department is requesting funding to purchase a replacement meter tester. The purchase of this equipment was not included in the FY21 budget. The Department's current meter tester was purchased in October 2016 for \$7,899 and requires repairs in the amount of \$7,440.55. The cost for a new meter tester is \$11,500 (total with shipping \$11,625).

The Department is requesting fund appropriation from Fund Balance to purchase a replacement Mars VF-4 Meter Tester. A budget amendment in the amount of \$11,625 will be submitted.

REQUESTING DEPARTMENT:

Utilities

FISCAL IMPACT:

The total cost for the new meter tester is \$11,625. Funds are available in Fund Balance and will be appropriated to the Utilities Department's Operating account 421-8020-533-6401 on the next scheduled budget amendment.

RECOMMENDATION:

Motion to approve the purchase of the Mars Meter Tester in the amount of \$11,625, and appropriate the funds on the next scheduled budget amendment.

ATTACHMENTS:

Description

Quote Mars Meter Tester



MARS Company
P.O. Box 772887
Ocala, FL 34477-2887
352-694-7195 MAIN
800-782-5268 TOLL FREE
352-694-7397 FAX
www.marswater.com

Customer:	City of Palm Bay	Quote# MMO032521-1
Address:	1105 Clearmont Street NE	
City, State, Zip Code:	Palm Bay, FL. 32905	
Person Quoted:	Jody Ballard	E-mail: jody.ballard@palmabayflor
	(321) 474-6114	
Date:	March 25, 2021	

Job: VF-4 Meter Tester
NIST Traceable

<u>Item</u>	<u>Part Number</u>	<u>Description</u>	<u>Qty</u>	<u>Each</u>	<u>Extended</u>
	F2394019WH	VF-4 Meter Tester w/ cart	1	\$ 11,500.00	\$ 11,500.00
Lead Time: 3-4 weeks from PO					

MARS Company Terms and Conditions are attached

Shipping	Estimated Shipping	1	\$ 125.00	\$ 125.00
				TOTAL \$ 11,625.00

Thank you,

ACCEPTED BY:

Michael Morris
Customer Service Manager/ Inside Sales
MARS Company

NAME

COMPANY

DATE



The information and pricing contained within this document is confidential and is not to be distributed or modified without the written consent of MARS Company.





LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Fred Poppe, Recreation Director

DATE: 6/3/2021

RE: Consideration of a budget amendment to allocate funds for the purchase of tables and caddies for the Palm Bay Senior Center (\$7,115).

The Facilities Department is currently renovating the Greater Palm Bay Senior Center using CDBG funds awarded to the Parks & Recreation Department for ADA and other eligible improvements. The renovations to the Center will provide more opportunity for the City to attract more events to the Center. The Parks & Recreation Department is seeking to purchase twenty-five (25) new 72" folding tables, which seat approximately eight (8) persons each, to replace the existing, aging tables and enhance the use of the Senior Center for larger events.

The cost of twenty-five (25) tables and (4) table caddies/dollies plus shipping and delivery is \$7,115. The Community & Economic Development and Parks & Recreation Departments have collaborated to identify funding to accommodate this purchase to host larger events within the city limits of Palm Bay, increasing the City's visibility and generate additional revenue for the City.

REQUESTING DEPARTMENT:

Community & Economic Development, Recreation

FISCAL IMPACT:

The attached quote for \$7,115 is the lowest of several quotes obtained by Parks & Recreation Department. The attached budget amendment allocates \$7,115 from Community & Economic Development's Communications Division-level account (001-3416-559-4803) to Park's Machinery & Equipment/Furniture account (001-4031-572-6402).

RECOMMENDATION:

Motion to approve a budget amendment allocating \$7,115 from Community & Economic Development Department to Parks & Recreation Department for the purchase of tables and caddies enabling the City to host larger events within City limits.

ATTACHMENTS:

Description

Budget Amendment (Sr Center tables)

Uline Quotes (Sr Center tables)

[illegible]

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LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Nelson Moya, Chief of Police

DATE: 6/3/2021

RE: Consideration of expenditures from the Palm Bay Police Department's Law Enforcement Trust Fund (\$19,800).

In accordance with Florida law, funding in the amount of \$19,800 is being requested from the Law Enforcement Trust Fund (LETF) designated fund balance for fiscal year 2020/2021.

The Police Department is requesting monies from the LETF to be donated to Community Read and Feed Summer program within the Powell subdivision. For many years, the Police Department has supported the Powell Subdivision with funding for their various youth initiatives including the Community Read and Feed Program. The five-week, summer program will be hosted at three locations twice a week, and one location on Saturdays only with a projected impact to between 180 – 320 children and teenagers. The Community Read and Feed provides hot prepared meals, meal packages, books and reading assistance to the underprivileged youth; some of which come from households struggling with food shortages. This year's program will include free hot lunches, free books, and supplies for children ages 3 to 19. The Police Department requests to contribute \$9,000 to this program to fund the purchases needed for this program to be successful.

Club Esteem is housed in the South Melbourne neighborhood on Lipscomb Street and believes all youth can achieve success with a solid educational foundation and caring adult relationships. Their intention is to work to create opportunities that help children gain the academic and personal skills needed to break free from the cycle of poverty and become productive citizens. Currently, Club Esteem serves approximately 200 students annually during their summer and after-school programs. In the area near Club Esteem's main location, the median family income is \$19,000 and the unemployment rate is 23%. Most of the students who participate with Club Esteem live below the poverty line, with 86% coming from single-parent households, and 100% are minorities. In May 2021, Club Esteem launched the Cool Cops Mentoring Program in collaboration with the Palm Bay Police Department. The program is seeking to enter its second year of with a six-week summer program. Therefore, the Police Department is requesting funding of \$10,800. The program budget includes costs for supervision, supplies, workbooks/student materials, activity costs, printing costs, food, and other program costs. The funds will be directed through United Way, a large organization that supports and contributes to many not-for-profit organizations in Brevard County such as Club Esteem. Contributing through United Way will help in the leverage of funding that is matched by federal monies with future grants for the community.

REQUESTING DEPARTMENT:

Police Department

FISCAL IMPACT:

There is a designated fund balance of \$110,575.95 as of May 25, 2021 from account #101-0000-359-1002 and 101-0000-359-1004.

RECOMMENDATION:

Motion to approve expenditures of LETF as described herein up to \$19,800.


ATTACHMENTS:**Description**

LETF 21-05 Certification Statement



CERTIFICATION STATEMENT

TO: Honorable Mayor and Members of the City Council

FROM: Nelson Moya, Police Chief 

DATE: June 3, 2021

SUBJECT: Law Enforcement Trust Fund (LETf) Forfeiture Expenditures

I certify that the request for the use of the Law Enforcement Trust funds will be used for an authorized purpose pursuant to the provisions of Section 932.7055 of the Florida Statutes.

The following details the usage of the requested expenditures:

VENDOR/ORGANIZATION	ITEM DESCRIPTION	COST
Community Read and Feed	Aid to Private Organization/Contribution to for Summer Youth Program	\$9,000
United Way	Contribution to Club Esteem for Cool Cops Summer Program	\$10,800
TOTAL		\$19,800



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Nelson Moya, Chief of Police

DATE: 6/3/2021

RE: Consideration of travel and training for specified City employees (Police Department).

Accreditation Specialist Alyssa Bermudez will be traveling to Orlando, FL June 20, 2021 – June 24, 2021, to attend the Accreditation Training Week Conference. This conference focuses specifically on any updates or new training that is available with the Florida Police Accreditation and the accreditation process. The Registration Cost is estimated at \$150.00, the Lodging Cost is estimated at \$596.00, the Parking Cost is estimated at \$160.00 and the per diem is estimated at \$275.00 with an approximate total of \$1,181.00. This will be paid out of the Executive Divisions Account (5010).

Officer Troy Ramirez and Officer Robert Vickers will be traveling to Jacksonville, FL June 20, 2021 – June 25, 2021 to attend the Hostage Crisis Negotiations - Level II Course. This course focuses on more in-depth training in regards to the Hostage Crisis Negotiations; looking at a subject's psychological state and examine methods to de-escalate situations involving subjects displaying psychosis/psychotic behavior and schizoid affective disorders, domestic violence and the cycle of violence, paranoid personality types and avoidance/dependent personality disorders to achieve cooperation. The Registration Cost is estimated at \$1,590.00, the Lodging Cost is estimated at \$595.00, and the per diem is estimated at \$466.00 with an approximate total of \$2,651.00. This will be paid out of the Crisis Negotiations Team Account (5016).

Police Chief Nelson Moya will be traveling to Hollywood, FL June 26, 2021 – June 30, 2021 to attend the Florida Police Chiefs Association Summer Conference. This conference will have numerous training sessions, legislative meetings, professional standard meetings, and leadership meetings for Florida Police Chiefs to engage with their peers. The Registration Cost is estimated at \$350.00, the Lodging Cost is estimated at \$716.00, and the per diem is estimated at \$314.00 with an approximate total of \$1,380.00. This will be paid out of the Executive Account (5010).

REQUESTING DEPARTMENT:

Police Department

FISCAL IMPACT:

The total cost of travel is estimated at \$5,212.00 and is available in 001-5010-521-5501 (\$500); 001-5010-521-4001 (\$1031); 001-5010-521-4002 (\$1030); 001-5016-521-5501 (\$1590); 001-5016-521-4001 (\$1061).

RECOMMENDATION:

Motion to acknowledge and approve travel as mentioned above.

ATTACHMENTS:

Description

Travel Authorization



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Control # _____
 Request Date: _____
 Contact/Ext Tanya Seibert / 1465

Name: Alyssa Bermudez		Destination: Orlando, FL			
Department/Division: POLICE/SS		Departure Date of: 6/20/2021 Time of: 4:00 PM		Return 6/24/2021 8:00 PM	
101-5010-521-5501 \$ 150.00					
Account To Be Charged: 101-5010-521-4001 \$ 1031.00		Estimated Cost: before mileage reimbursement \$1,181.00			
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY To attend the Accreditation Training Week in Orlando, FL 6/20/21-6/24/21					
Date Approved By Council: _____					
Transportation: boldface or circle choice(s) POV - Estimated Mileage _____ City Vehicle _____ Common Carrier (complete below)					
PREPAID EXPENSES		VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY
Registration		Florida Police Accreditation Coalition, Inc PO Box 490560 Key Biscayne, FL 33149	Paid by Training		Vendor # Check #
Due Date _____					Date
Hand Carry Y N				\$150.00	
Lodging		Omni Orlando Championsgate 1500 Masters Blvd Championsgate, FL 33896 407-390-6664 Conf # 4004383493	Rate \$149.00 # Nights 4		Vendor # Check #
Due Date _____					Date
Hand Carry Y N				\$596.00	
Common Carrier (if applicable)		** Hotel only available 4 nights Alyssa will drive home 6/24/21 and do a day trip 6/25/21			Vendor # Check #
Due Date _____					Date
Hand Carry Y N					
Other Expenses		Parking	\$32.00 @ 5 days		Vendor # Check #
Due Date _____					Date
Hand Carry Y N				\$160.00	
Other Expenses		*** No food provided by hotel			Vendor # Check #
Due Date _____					Date
Hand Carry Y N					
PER DIEM ADVANCE Refer to www.gsa.gov for rates - attach proof of rate (Lodging prepaid - receipt required)					Vendor # Check #
Breakfast 5 @ \$13.00 = \$65.00 Lunch 5 @ \$14.00 = \$70.00 Dinner 5 @ \$23.00 = \$115.00 Incidentals 5 @ \$5.00 = \$25.00					Date
				\$275.00	

TRAVEL APPROVALS

Department Head

5/21/21
 Date

Finance _____ Date

(if applicable) _____
 City Manager _____ Date

(ATTACH TO EXPENSE REPORT UPON RETURN)



(<https://www.fl-pac.org/>)

Training Week
Information
(/conference-
information)

Agency Management
(/private/agency)

HOME (<https://www.fl-pac.org/>) WHAT IS FLA-PAC? (<https://www.fl-pac.org/what-is-fla-pac/>) RESOURCES
ACCREDITATION TRAINING WEEK INFORMATION (<https://www.fl-pac.org/conference-information/>) FLA-TAC
MEMBERS ONLY (<https://www.fl-pac.org/private/>) AGENCY MANAGEMENT (<https://www.fl-pac.org/private/agency/>)
LOG OUT (<https://www.fl-pac.org/logout/?wpnonce=b780eff65>)

IMPORTANT!

FCAC PANEL REVIEWS AND COMMISSION MEETING WILL BE HELD ON WEDNESDAY
CFA PANEL REVIEWS AND COMMISSION MEETING WILL BE HELD ON THURSDAY

THE NEXT FLORIDA POLICE ACCREDITATION WEEK IS...

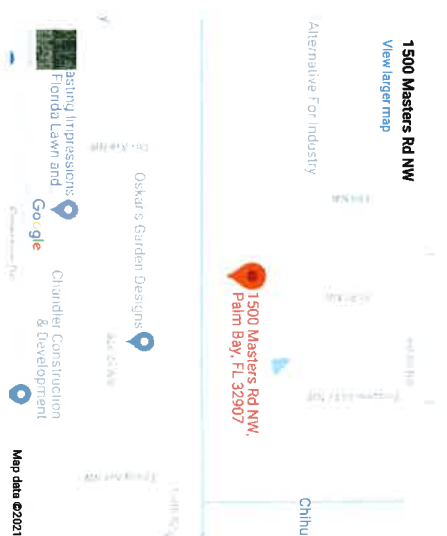
Sunday June 20, - Friday June 25, 2021

Register Now
(<https://www.fl-pac.org/registration/>)

Registration form is for Accreditation Training Week registration
ONLY.

The group rate is \$149
Omni Orlando Championsgate
1-800-THE-OMNI

843-6644



UPCOMING CONFERENCES!

Reservations (<https://nam02.safelinks.protection.outlook.com/?>

url=https%3A%2F%2Fwww.hilton.com%2Fen%2Fhiz4fgroups%2Fpersonalized%2F5%2FSPTSHH-FLPAC-20211003%2Findex.jhtml%3FWT.mc_id%3DPOP&data=04%2C01%2Ceine.5tropheer%40hilton.com%2C6b8ba604-3b9c-4eaaad156080bb956a3ec%2C66029d2d12cf154a3db7a7e8f7ec458a0a%7C0%7C0%

World Golf Village St Augustine Rate \$149/nt Feb 20 - 25, 2022

To avoid late fees, complete and submit your registration at least 30 days before the conference start date.

	FLA-PAC Members	Non-Members
Registration fees per person		
Registered at least 30 days before conference	\$150.00	\$175.00
Registered less than 30 days before conference:	\$175.00	\$200.00

For planning purposes ONLY. An invoice will be sent once your registration is received.

SUBMIT ONLY THE INVOICE FOR PAYMENT.

The registration fee for those holding a "retired" membership in FLA-PAC is \$100.00 if submitted at least 30 days before the conference.

Cancellations must be made at least 30 days before the conference begins to receive a refund of fees paid.

Thank You!

4/6/2021

AGENDA

Monday, June 21, 2021

Registration will be from 0830 - 1700 Hours

Time	Class	Instructor	Room
0830 - 1000	FLA-PAC First Timer Orientation	Mr. Oscar Kieffer and Maj. Frank Ruggiero	
1000 - 1200	Assessor Refresher	Program Manager Billy Walls	
1030 - 1200	Training Committee Meeting	Training Committee Chair: Ms. Areaka Jewell	
1030 - 1200	FLA-PAC Committee Meeting	Committee Chairs	
1300 - 1445	FLA-PAC Executive Workshop		
1300 - 1430	CALEA Updates	Mr. Vince Dauro	
1300 - 1430	Chapter Specific - CFA Chapter 4 Use of Force	Mr. Gary Robinson	
1400 - 1600	FCAC Roundtable	Program Manager Billy Walls	Ballroom
1500 - 1630	Preparing for the Mock/On-Site Assessment	Ms. Sarah Kenniff & Ms. Marie Reese	

Tuesday, June 22, 2021

Registration will be from 0800-1700 Hours

Time	Class	Instructor	Room
0800 - 1000	FLA-PAC Business Meeting		Ballroom
1000 - 1200	CFA Roundtable	Program Manager Billy Walls	Ballroom
1030 - 1200	Officer Wellness/PTSD Training	Cpl. Justin Beetz & Mr. Javier Dejesus	
1030 - 1200	FCAC TBD		
1300 - 1430	FLA-PAC First Timer Orientation	Mr. Oscar Kieffer and Maj. Frank Ruggiero	
1330 - 1430	FCAC SRIC		Ballroom
1300 - 1430	CALEA Activity-required Standards (AKA Time Sensitive)	Mr. Vince Dauro	
1430 - 1700	FCAC Commission Executive Workshop		
1500 - 1630	FCAC TBD		
1500 - 1630	File Building Tips and Tricks	Lt. Gary Barrett & Lt. Carol McMaster	

Wednesday, June 23, 2021

Registration will be from 0730 -1700 Hours

Time	Class	Instructor	Room
0830 - 0930	FCAC Panel Reviews (A)		
0830 - 0930	FCAC Panel Reviews (B)		
0830 - 1000	Officer Wellness/PTSD Training	Cpl. Justin Beetz & Cpl. Javier Dejesus	
1000 - 1200	FCAC Commission Meeting		Ballroom
1030 - 1200	PowerDMS TBD	PowerDMS Staff	
1030 - 1200	Chapter Specific - CFA Chapter 4 Use of Force	Mr. Gary Robinson	
1300 - 1430	CFA SRIC		Ballroom
1300 - 1600	Florida Model Jail Standards Committee Review Meeting		Ballroom
1430 - 1700	CFA Commission Executive Workshop		
1500 - 1530	FLA-TAC SRIC		
1500 - 1630	Preparing for the Mock/On-Site Assessment	Ms. Sarah Kenniff & Ms. Marie Reese	
1545 - 1700	FLA-TAC Business Meeting		

4/6/2021

Thursday, June 24, 2021			
Time	Class	Instructor	Room
0800 - 0845	CFA Panel Review (A)		
0800 - 0845	CFA Panel Review (B)		
0800 - 0845	CFA Panel Review (C)		
0900 - 1230	CFA Commission Meeting		Ballroom
0830 - 1000	FCAC TBD		
1000 - 1200	Florida Model Jail Standards Update and Overview		
1300 - 1430	Inspector General Roundtable	Inspector General Dawn Case	
1300 - 1630	Crisis Intervention: Mental Health & Substance Abuse in the Community/Jail	Ms. Dawn Weaver	
1500 - 1630	File Building Tips and Tricks	Lt. Gary Barrett & Lt. Carol McMaster	
Friday, June 25, 2021			
Time	Class	Instructor	Room
0830 - 1000	Preparing for our next conference—Join the Training Committee	Training Committee	
1000 - 1130	Power Standards User Group	PowerDMS Staff	
First Timers Tracks		Corrections	
New to accreditation? Use one of these recommended classes list to plan your conference experience.		Law Enforcement	
		Telecommunications	
		Inspector General	
		Pre-Trial Services	
		All Disciplines	

Tanya Seibert

From: Omni Hotels & Resorts <reply@omnihotels-cte.com>
Sent: Thursday, April 8, 2021 3:31 PM
To: Tanya Seibert
Subject: Omni Orlando Resort at ChampionsGate Reservation Confirmation - 40043837493

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.

[View as a webpage](#)

OMNI HOTELS & RESORTS

Travel Advisory: [COVID-19 Updated Hours & Amenities >](#)



Omni Orlando Resort at ChampionsGate

📍 1500 Masters Blvd
Championsgate FL US 33896

[Driving Directions to the Hotel >](#)

📞 Phone: [407-390-6664](tel:407-390-6664)

Your Reservation

STATUS
Confirmed

CONFIRMATION #
40043837493

[Modify reservation >>](#)

Check In:



06/20/2021 (after 4:00 PM)

Check Out:



06/24/2021 (before 11:00 AM)

Welcome Alyssa Bermudez,

We are pleased to inform you that the following reservation has been confirmed but not linked to a Select Guest member account. [Join now](#) or [log in](#) to add this to your account.

Thank you for booking with Omni Hotels & Resorts. Now, as part of our *Say Goodnight to Hunger* initiative, we will make a donation to Feeding America on your behalf*. Together, we can help end hunger in America.

Omni Hotels & Resorts

reservations@omnihotels.com

Reservation Summary

Guest	Alyssa Bermudez US
-------	-----------------------

Occupants	1 Adults, 0 Children
-----------	----------------------

Your Stay	4 nights, 1 room(s)
-----------	---------------------

Room Type	Deluxe Room - 2 Queen Beds
-----------	----------------------------

Room Rate

FL POLICE ACCREDITATION
COALITION
4 nights

149.00 USD

Sub-total (4 nights):

596.00 USD

Taxes (room only):

86.44 USD

Resort Charge:

0.00 USD

**Grand
Total**

682.44 USD

Cancellation Policy: Cancel by 12PM on 06/15/2021 to avoid \$170.61 penalty.

Applicable resort charges included in room rate above. Please read full [terms and conditions](#), [reservation FAQs](#), [property policies](#) & [parking information](#).

Changes to your reservation: We understand that plans change and we are here to help. If the dates of your trip or the length of your stay happen to change, please note that this may result in a rate modification.

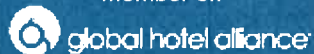
*\$1 helps provide 10 meals on behalf of local food banks. For each completed stay at any participating Omni, regardless of how the reservation is made, Omni will donate a meal to a family in need.

If you have a question about this reservation, please contact us by phone 1-888-444-OMNI or send us an email at reservations@omnihotels.com. You can obtain more information regarding Omni Hotels from our website. We thank you for your patronage and wish you a pleasant stay at Omni Orlando Resort at ChampionsGate. Other customer requests will be confirmed at check-in.

If another party is responsible for room and/or incidental charges and will not be a registered guest, please call 1-800-843-OMNI.

©2021 Omni Hotels & Resorts 4001 Maple Avenue, Ste. 500 Dallas, TX 75219

Member of:





U.S. General Services Administration

FY 2021 Per Diem Rates for ZIP 33896

Meals & Incidentals (M&IE) Breakdown

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



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Control # _____
Request Date: _____
Contact/Ext Tanya Seibert/1465

Name: Troy Ramirez		Destination: IPTM - Jacksonville, FL			
Department/Division: POLICE/USD		Date of: 6/20/2021		Return 6/25/2021	
001-5016-521-5501 795		Time of: 6:00 AM		7:00 PM	
Account To Be Charged: 001-5016-521-4001 828		Estimated Cost: before mileage reimbursement \$1,623.00			
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY To attend Hostage Crisis Negotiations - Level II at IPTM in Jacksonville, FL 6/21/21 - 6/25/21					
Date Approved By Council:					
Transportation: boldface POV - Estimated Mileage City Vehicle or circle choice(s) Common Carrier (complete below)					
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	IPTM	Paid by Training		Vendor #	Check #
Due Date	12000 Alumni Dr				Date
Hand Carry Y N	Jacksonville, FL 32224		\$795.00		
	904-620-4786				
Lodging	Holiday Inn Express & Suites	Sharing w/Vickers		Vendor #	Check #
Due Date	10573 Brightman Blvd	Rate \$119.00			Date
Hand Carry Y N	Jacksonville, FL 32246	# Nights 5	\$595.00		
	904-204-0205				
	Conf#				
Common Carrier (if applicable)				Vendor #	Check #
Due Date					Date
Hand Carry Y N			\$0.00		
Other Expenses				Vendor #	Check #
Due Date					Date
Hand Carry Y N			\$0.00		
Other Expenses				Vendor #	Check #
Due Date					Date
Hand Carry Y N			\$0.00		
PER DIEM ADVANCE				Vendor #	Check #
Refer to www.gsa.gov for rates - attach proof of rate (Lodging prepaid - receipt required)					Date
Breakfast 0	@	\$13.00 =	\$0.00		
Lunch 5	@	\$14.00 =	\$70.00		
Dinner 6	@	\$23.00 =	\$138.00		
Incidentals 5	@	\$5.00 =	\$25.00		
			\$233.00		

TRAVEL APPROVALS

[Signature] 6/21/21
Department Head Date

Finance Date

(if applicable)

City Manager Date

(ATTACH TO EXPENSE REPORT UPON RETURN)



Hostage Crisis Negotiations - Level II

SECOND IN A SERIES OF THREE COURSES

This course will further enhance the knowledge and skills you acquired in IPTM's *Hostage Crisis Negotiations—Level I* course, or its 40-hour equivalent. As advanced negotiation concepts are introduced, the primary focus shifts to team building and team roles and responsibilities. In addition, we will take an in-depth look at a subject's psychological state and examine methods to de-escalate situations involving subjects displaying psychosis/psychotic behavior and schizoid affective disorders, domestic violence and the cycle of violence, paranoid personality types and avoidance/dependent personality disorders to achieve cooperation.

Communication techniques are the primary means of event resolution. Therefore, a continual study and practice of communication skills developed during the basic course of training will be enhanced. Developing trust and empathy between the subject and negotiator, de-escalation, appropriate listening and responsive techniques will be integral parts of the training.

We will also discuss uniquely challenging events for responders and negotiators – such as murder/suicide, suicide-by-cop, locational suicidal activity, planned stand-offs, annihilators and domestic violence crises – and explore methods for resolution.

You will have an opportunity to practice and advance your negotiation skills with more complex scenario-based practical exercises, including negotiation problems, team driven training, use of negotiation equipment and managing a crisis event.

Topics Include

- Subject suicidality: suicide-by-cop, murder/suicide, location suicidality
- Negotiation strategies for mentally-ill, psychotic and paranoid personalities
- Advanced negotiation techniques

- Managing stress during the negotiation process
- Managing intelligence (Advanced)
- Special problems
- Preparing for the protracted event

Audience

Sworn members of law enforcement or corrections, hostage negotiators, patrol officers, military investigative personnel, non-law enforcement members of a crisis negotiation team, mental health professionals, and clergy members supporting law enforcement activities. Requests for exceptions must be approved by IPTM.

This course is restricted to sworn and non-sworn law enforcement personnel.

Course Length

40 hours

Prerequisite

You must have successfully completed IPTM's *Hostage Crisis Negotiations–Level I* course or its 40-equivalent. This class is not recommended for students who have not had previous negotiation training. Request for exceptions must be submitted and approved by IPTM.

Related Courses

- [Hostage Crisis Negotiations - Level I](#)
- [Hostage Crisis Negotiations - Level II](#)
- [Hostage Crisis Negotiations - Level III](#)

What Our Students Are Saying

- “Doing team leader position in scenario was very helpful. Good course. Learned a lot of things to take back to my agency.” – Sgt. M.C.
- “Our [internal] training does not use the materials and it is an enormous help to see all the information displayed to open our minds to more information. Equipment and materials [used in this class] are imperative to improve our skills. Thoroughly enjoyed the class.” – Ofc. L.G.
- “I am extremely satisfied with the way the course was presented. The course definitely exceeded my expectations.” – Ofc. E.O.
- “Both instructors were very knowledgeable and informative. I learned a lot of info and glad I came to this training.” – Sgt. T.R.

- “I really enjoyed the role-playing scenarios and liked the introduction of dual negotiations and mental health issues. I really appreciate the time that was put into this course. Very professionally done. Can’t wait for Level III.” – Sgt. R.D.

Hostage Crisis Negotiations - Level II

6/21/2021 - 6/25/2021

Jacksonville, Florida

Class times: 8:00 AM to 5:00 PM

Fee: \$795.00

***Hotel and Location Information:* IPTM - University of North Florida**

Adam W. Herbert University Center, 12000 Alumni Drive, Jacksonville, FL 32224

Instructor(s):

Hostage Crisis Negotiations - Level II

12/6/2021 - 12/10/2021

Jacksonville, Florida

Class times: 8:00 AM to 5:00 PM

Fee: \$795.00

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Policies

Schedule Changes

This schedule is subject to change without notice. If you have not received an official confirmation email prior to the first day of class, please contact us at (904) 620-4786 or info@iptm.org before traveling or making airline reservations.

Registration and Fees

Full payment must accompany all registrations. You may register online and pay with your Visa, MasterCard, Discover or American Express credit card, or you may download a [Registration Form](#) and mail it to IPTM with a check.

Cancellation/Refund Policy

Complete the [Cancellation Request Form](#) and return it to IPTM. No telephone cancellations will be accepted. A 20% administrative fee will be assessed to all refunds if the cancellation request is received within 14 days of the course start date. In lieu of a refund, student substitutions can be made or a credit can be issued for a future course. No refunds will be given for no-shows. If materials for an online course were sent to the student, the appropriate materials and shipping costs will be deducted from the refund amount. Materials may be returned to IPTM in their original condition at the student's expense. Once IPTM has received and inspected them, the refund will be processed.

Due to the automated format of online independent study courses and Videos on Demand (VoDs), no refunds or substitutions can be made after registration.

Course Confirmations

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Transportation and Lodging

Most locations are served by several major airlines. Ground transportation, food and lodging are the responsibility of the student. Special rates have been negotiated at select hotels in Jacksonville for IPTM students. For more information, please visit our [Locations/Lodging](#) page or call us at (904) 620-4786.

Contact Us

12000 Alumni Drive
Jacksonville, Florida
32224
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info@iptm.org



Holiday Inn Express and Suites

Holiday Inn Express and Suites

10573 Brightman Boulevard
Jacksonville, Florida 32246

Phone: (904) 204-0205

Visit Website

Rates

\$119 per night, plus 13.5% tax (single occupancy)

Note: Florida or federal tax exempt certificates must be presented at check-in to receive tax exempt status.

Reservations

Call the hotel at (904) 204-0205 and reference Institute of Police Technology or rate code ILF83 or make reservations online.

Cancellations:

This property has a 24-hour cancellation policy.

Hotel Amenities

- Complimentary deluxe breakfast buffet 6 to 9:30 a.m. (Monday-Friday) and 6 to 10 a.m. (Saturday-Sunday)
- Complimentary WiFi
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- 49" HD SMART TV with extended cable channels and streaming capability (Netflix, AmazonTV, etc.)
- Guest coin laundry facilities, dry cleaning/laundry valet
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- Outdoor pool
- All rooms equipped with: safe, mini-refrigerator, microwave, coffee maker, full-size ironing board, iron, hair dryer and desk area

Within Walking Distance

- Topgolf (0.1 mile - entertainment, restaurant and bar)
- iFLY Jacksonville (0.1 mile - entertainment)

Shuttle Service

The Holiday Inn Express and Suites **does not** provide shuttle service to/from IPTM.

Parking

Complimentary self-parking is available.

Distance to IPTM

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AN IHG® HOTEL



Map and Directions



U.S. General Services Administration

FY 2021 Per Diem Rates for ZIP 32224

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
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Within Walking Distance

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Map and Directions



U.S. General Services Administration

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CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Contact/Ext

Control # _____

Request Date: _____

Tanya Seibert / 1465

Name: Nelson Moya		Destination: Hollywood, FL			
Department/Division: POLICE/SS		Departure Date of: 6/26/2021 Time of: 4:00 PM		Return 6/30/2021 8:00 PM	
001-5010-521-5501 \$ 350.00					
Account To Be Charged: 001-5010-521-4002 \$ 1030.00		Estimated Cost: before mileage reimbursement \$1,380.00			
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY To attend the Florida Police Chiefs Association Summer Conference in Hollywood, FL 6/26/21 - 6/30/21					
Date Approved By Council: _____					
Transportation: boldface or circle choice(s) <div style="display: flex; justify-content: space-between;"> POV - Estimated Mileage _____ City Vehicle _____ </div> <div style="display: flex; justify-content: center;"> Common Carrier (complete below) </div>					
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	Florida Police Chiefs Assoc 2636 Mitcham Dr Tallahassee, FL 32308 850-219-3631	Paid by Training		Vendor #	Check #
Due Date _____					Date
Hand Carry Y N			\$350.00		
Lodging	Seminole Hard Rock Hotel 1 Seminole Way Hollywood, FL 33314 954-502-7529	Rate \$179.00 # Nights 4		Vendor #	Check #
Due Date _____					Date
Hand Carry Y N			\$716.00		
Common Carrier (if applicable)				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N					
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N					
Other Expenses	*** No food provided by hotel			Vendor #	Check #
Due Date _____					Date
Hand Carry Y N					
PER DIEM ADVANCE				Vendor #	Check #
Refer to www.gsa.gov for rates - attach proof of rate (Lodging prepaid - receipt required)					
Breakfast 4	@ \$16.00	= \$64.00			Date
Lunch 5	@ \$17.00	= \$85.00			
Dinner 5	@ \$28.00	= \$140.00			
Incidentals 5	@ \$5.00	= \$25.00			
			\$314.00		

TRAVEL APPROVALS

5/11/21
 Department Head _____ Date _____

Finance _____ Date _____

(if applicable)

City Manager _____ Date _____

(ATTACH TO EXPENSE REPORT UPON RETURN)

Summer Conference Attendee Registration

69th Annual Summer Conference Attendee Registration

June 26-30, 2021
Seminole Hard Rock Hotel
1 Seminole Way
Hollywood, FL 33414

Registration Type *

- ☒ Chief Executive/Initial Registrant - Member/No Banquet Ticket - \$350
- ☐ Chief Executive/Initial Registrant - Member/Banquet Ticket - \$400
- ☐ Additional Command Staff - Member/No Banquet Ticket - \$300
- ☐ Additional Command Staff - Member/Banquet Ticket - \$350
- ☐ Non Member/No Banquet Ticket - \$450
- ☐ Non Member/Banquet Ticket - \$500

📍 2636 Mitcham Drive Tallahassee, FL 32308
☎ (850) 219-3631
📍 2636 Mitcham Drive Tallahassee, FL 32308
☎ (850) 219-3631

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TRAINING/CONFERENCES▼ FPCA FOUNDATION LEGISLATIVE JOBS MEMBERS ONLY

Hotel Information

Seminole Hard Rock Hotel
Hollywood, FL

FPCA Summer Conference 2021 Room Rate – \$179

Rate is only guaranteed until Thursday, June 3, 2021

To make reservations by phone, call 954-316-2929 and provide the Group Code GFPCA21 to ensure you receive the special rate.

If you wish to make your reservation online, click [HERE](#). Please note that if your room registration will be tax exempt, please bring the tax exemption form and present to the Front Desk upon arrival. The tax will be removed at that time.

In order to receive a credit card receipt or to set up incidentals payments, please download and complete the form at the link below and follow the instructions for submission directly to the hotel at the following link:

Click [HERE for the form](#)

69th Annual Summer Training Conference & Exposition

Sponsored by

Verizon and

The Florida Police Chiefs Education & Research Foundation

Tentative Agenda – Subject to Change

Saturday June 26, 2021

10:00am	Golf Tournament Location:
1:30pm-3:00pm	Highway Safety Committee Meeting Location: Salon East
3:15pm-5:00pm	Legislative Committee Meeting Location: Salon East
5:00pm-6:00pm	Executive Board Meeting Location: Executive Board Room

Sunday June 27, 2021

8:00am-6:00pm	Registration Desk Opens Location: Seminole Ballroom Pre-Function
8:00am-10:30am	Board of Directors Meeting Sponsor: Rumberger, Kirk and Caldwell Location: Salon East
10:30am-11:30am	Awards Committee Meeting Location: Salon West 1/2/3
11:30am-1:00pm	Foundation Board Meeting and Lunch Location: Executive Conference Room 1
12:00pm-4:00pm	Exhibitor Setup Location: Seminole Ballroom A/B/J/G/H/I
12:30pm-1:30pm	Professional Standards Committee Meeting Location: Salon West 1/2/3
1:00pm-2:00pm	Alarm Management Sub-committee Location: Executive Board Room
1:30pm-2:30pm	District Associations President's Meeting Location: Executive Conference Room 1
2:00pm-4:00pm	Public Private Partnership Committee Meeting Location: Salon East
2:00pm-3:00pm	University/Education Chiefs Committee Meeting Location: Salon West 1/2/3
3:15pm-4:15pm	Airport Chiefs Committee Meeting Location: Salon West 1/2/3
3:30pm-4:30pm	New Law Enforcement Members Orientation Location:
4:00pm	FPCA Staff/Exhibitor Meeting Location: Seminole Ballroom A/B/J/G/H/I

5:00pm	Exhibition Opens Location: Seminole Ballroom ABJGHI
5:00pm-7:00pm	Member/Exhibitor Reception Sponsor: Seminole PD Location: Seminole Ballroom A/B/J/G/H/I
Monday June 28, 2021	
7:30am-4:30pm	Registration Desk Open Location: Seminole Ballroom Pre-Function
7:30am-8:00am	Continental Breakfast in Exposition Hall Location: Seminole Ballroom A/B/J/G/H/I
7:30am-2:30pm	Exhibition Open Location: Seminole Ballroom A/B/J/G/H/I
8:00am-9:15am	Opening Ceremonies Location: Grand Ballroom
9:30am-12:30pm	Training: Excellence in Leadership Speaker: Paul Butler, Paul Butler Presentations Location: Grand Ballroom
12:30pm-1:30pm	Tradeshow Box Lunch Location: Seminole Ballroom A/B/J/G/H/I
1:00pm-2:00pm	Past Presidents/Nominating Committee Meeting Location: Executive Board Room
1:30pm-2:30pm	Dessert & Refreshment Break Location: Seminole Ballroom A/B/J/G/H/I
3:00pm	Exhibitors Move Out
2:30pm-4:00pm	Training: The War on Cops: How the Attack on Law and Order Makes Everyone Less Safe Speaker: Heather MacDonald Location: Grand Ballroom
4:00pm-5:00pm	Training: Behavioral Threat Assessments – What You Need to Know Speaker: FDLE Location: Grand Ballroom
6:00pm-10:00pm	Host Chiefs Night Sponsor: Broward County Chiefs of Police Association Location: To be determined
Tuesday June 29, 2021	
8:00am-4:30pm	Information Desk Opens Location: Seminole Ballroom Pre-Function
8:00am-9:30am	Sponsor Appreciation Breakfast Sponsor: Florida Police Chiefs Association Location: Seminole Ballroom B/G
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	Public Private Partnership Awards Location: Seminole Ballroom B/G
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Wednesday June 30, 2021	
8:30am-9:30am	Annual Business Meeting/Elections Banquet Ticket Distribution Location: Grand Ballroom
9:30am-10:30am	Training: Criminal Justice Professionalism Updates Speaker: FDLE Location: Grand Ballroom
10:30am-12:30pm	Training: State agency updates Speaker: Tentative FDLE, DJJ, FHP, FWC and the Office of the Attorney General Location: Grand Ballroom
12:30pm-1:00pm	Annual Conference Group Photo – <i>Class A Uniforms Please</i> Location: Seminole A/J/I/H
5:00pm-5:45pm	President's Reception Location: Seminole Ballroom Pre-Function
6:00pm-9:00pm	Annual Installation & Awards Banquet President's Award Chief Executive of the Year Award Command Officer of the Year Award Wall of Honor – <i>Sponsors: Alarm Association of Florida & SIAC</i> Location: Seminole Ballroom B/G

Suggested Attire:

Committee Meetings – Business Casual

Opening Ceremonies – Business

Training – Business Casual

Host Chiefs Night - Casual

Awards Luncheon (Tuesday) – Business

Group Photo (Wednesday) – Class A Uniform

President's Reception (Wednesday) – Black Tie for Executive Board, Black Tie Optional for others

Annual Installation & Awards Banquet – Black Tie for Executive Board, Black Tie Optional for others

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12:30pm-1:00pm	Annual Conference Group Photo – <i>Class A Uniforms Please</i> Location: Seminole A/J/I/H
5:00pm-5:45pm	President's Reception Location: Seminole Ballroom Pre-Function
6:00pm-9:00pm	Annual Installation & Awards Banquet President's Award Chief Executive of the Year Award Command Officer of the Year Award Wall of Honor – <i>Sponsors: Alarm Association of Florida & SIAC</i> Location: Seminole Ballroom B/G

Suggested Attire:

Committee Meetings – Business Casual

Opening Ceremonies – Business

Training – Business Casual

Host Chiefs Night - Casual

Awards Luncheon (Tuesday) – Business

Group Photo (Wednesday) – Class A Uniform

President's Reception (Wednesday) – Black Tie for Executive Board, Black Tie Optional for others

Annual Installation & Awards Banquet – Black Tie for Executive Board, Black Tie Optional for others



U.S. General Services Administration

FY 2021 Per Diem Rates for ZIP 33314

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Fort Lauderdale	Broward	\$66	\$16	\$17	\$28	\$5	\$49.50



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Juliet Misconi, Acting Public Works Director

DATE: 6/3/2021

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), 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.

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**



DATE: May 7, 2021
CASE #: VRW-1-2021

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.

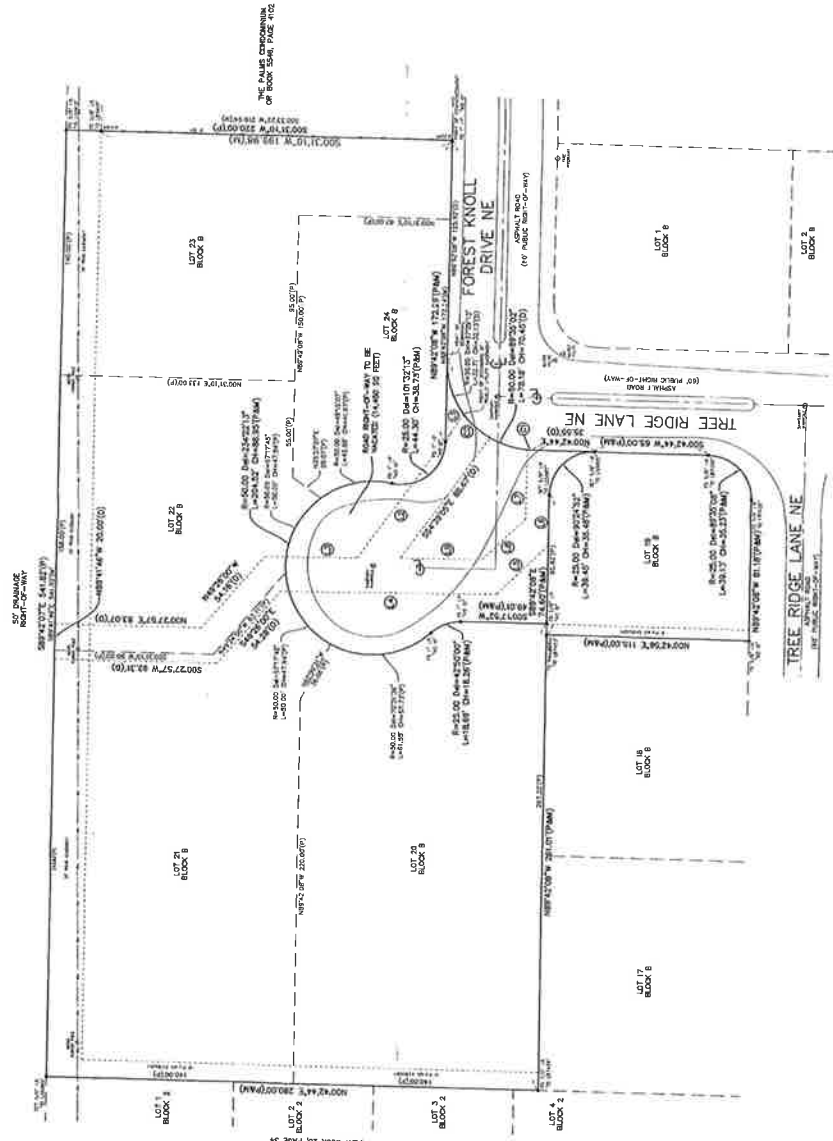
The applicant shall be solely responsible for relocation all existing Florida Power and Light Company or any other facilities and equipment located within the road right of way proposed for vacation. The relocation of these facilities and equipment must be completed within one year of the date of approval 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.

[illegible]

NOTE:
FOR VACATION ELEMENTS REFER TO CITY
OF PALM BEACH ORDINANCE NO. 2015-66

[illegible]

Huron Barber

SCALE:	1" = 30'
DATE:	8/29/78
PROJECT:	12-2281
CADD FILE:	12-2281.DWG
REVISION:	8/29/78-SUPPLEMENTAL NOTES 8/29/78-0022 NEW PUBLIC UTILITY CATCHBASIN

BOUNDARY SURVEY OF:
 LOTS 19-24, BLOCK 6, AS SHOWN ON PLAT OF REQUIRST SUBDIVISION
 AS RECORDED IN PLAT BOOK 28, PAGE 137 OF THE PUBLIC
 RECORDS OF BREVARD COUNTY, FLORIDA.
 SETTING 19
 METROBY AVENUE, LLC
 PALMA BELLA DEVELOPMENT LLC
 LEOPOLD KORIN, P.A.
 FIRST AMERICAN TITLE INSURANCE COMPANY

PRECISION
LAND SURVEYING, INC.
2700 LIND WILSON ROAD, SUITE 1
MELBOURNE, FLORIDA 32906
PHONE: 321-253-4200

[illegible]

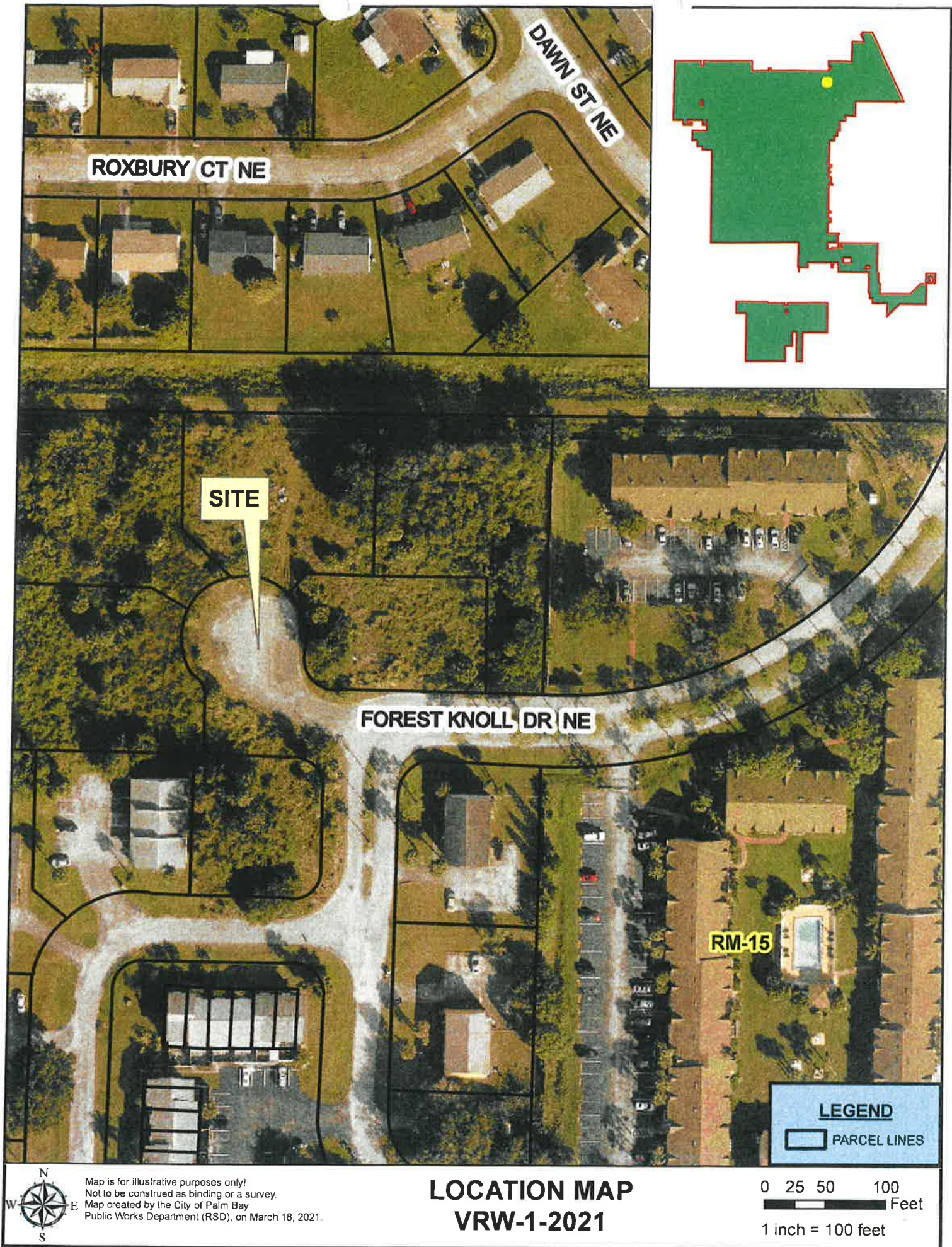
LOCATION MAP



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





VRW-1-2021

PUBLIC WORKS DEPARTMENT

1050 MALABAR ROAD SW PALM BAY, FLORIDA 32907

PHONE: (321) 952-3403

EMAIL: 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

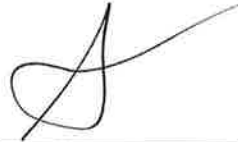
APPLICATION FEE: \$312.00

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.

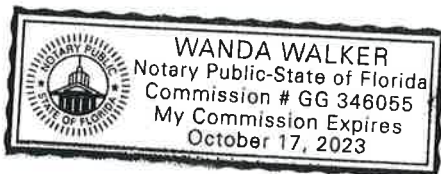


(Signature)

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 18th 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.

Robert Medina, MAYOR

ATTEST:

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 Community & Economic Development Director

DATE: 6/3/2021

RE: CARES Act Substantial Amendment to the FY 2019-2020 Annual Action Plan, final hearing.

The City received official notification by the U.S. Department of Housing & Urban Development (HUD) dated 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 second and final 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 Hearing for Cares Act Amendment to FY 2019-2020 Annual Action Plan Project Summary
FY19-20 CDBG-CV3 Public Services Summary Report**

**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 3rd 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 held the first Public Hearing to review this change and to receive public comments at the regularly scheduled City Council Meeting 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.

The City of Palm Bay will hold the second Public Hearing to review this change and to receive public comments at the regularly scheduled City Council Meeting to be held on Thursday, June 3, 2021 at 7:00 PM in Council Chambers, Palm Bay City Hall, 120 Malabar Road SE, Palm Bay, Florida 32907.

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

Interested persons are encouraged to provide written comment to:

Sandra Urban, Housing Administrator

City of Palm Bay

120 Malabar Road SE, Palm Bay, FL 32907

sandra.urban@palmbayflorida.org

All comments received by May 19, 2021 were considered. City Council will take action on the proposed CDBG Substantial Amendment at its meeting scheduled for Thursday, June 3, 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: Suzanne Sherman, City Manager

THRU: Greg Minor, Parks and Facilities

DATE: 6/3/2021

RE: Award of Proposal: Playground replacements, nine (9) locations – RFP 22-0-2021 – Parks Department (Advanced Recreational Concepts - \$655,094); and approval of appropriating funds for overage in project award (\$65,094).

On September 3, 2020, City Council approved \$590,000 for playground replacements. At the request of the Parks and Recreation Department, the Procurement Department solicited proposals on behalf of the City for Playground Replacements at Nine (9) Locations. The intent of this solicitation was to seek firms that could provide a turnkey solution to replacing nine (9) playgrounds. The RFP explained to proposers that seven (7) playgrounds were funded, and the City was seeking quotes for an additional two (2) playgrounds and a shade structure.

Four (4) proposals were received. The Procurement Department staff reviewed the proposals for responsiveness. One proposal was deemed non-responsive for not meeting the licensing criteria requested on Addendum #3. The proposals were evaluated by a committee consisting of qualified staff from the Parks and Recreation and Facilities departments, who assigned points for non-price factors such as Summary of Qualifications and Technical Response. Points for cost were determined by the Procurement Department. See attached Scoring-Ranking form. The Evaluation Team unanimously recommended Advanced Recreational Concepts out of Melbourne, Florida as the top-ranked vendor for award.

Advanced Recreational Concepts (ARC) demonstrated the ability to successfully provide and install the playground replacements. They have a history of installing playgrounds for the City of Palm Bay, and they provided the most components per park of all of the submittals reviewed. There is currently \$590,000 budgeted for this project.

In addition, as part of the RFP for the seven (7) playgrounds, add alternates were requested to replace Oakview Park playground (\$28,832), Pollak Park playground (\$11,369) and the shade structure at Knecht Park (\$24,893) for a total of an additional \$65,094. Since these are slated to be replaced next fiscal year, it is requested that the additional \$65,094 be added to the approved \$590,000 from General Fund Undesignated Fund Balance.

REQUESTING DEPARTMENT:
Recreation, Parks and Facilities

FISCAL IMPACT:

While the estimated budget for the original project of \$590,000 was approved by Council on September 3, 2020, we are requesting Council to approve an additional \$65,094 from General Fund Undesignated Fund Balance (GL account 001-0000-392-1001), for a total project award of \$655,094. The additional funds will be appropriated to Improvements Other than Buildings account 001-4026-572-6332, project 21PR08, on the next scheduled Budget Amendment.

RECOMMENDATION:

Motion to 1) approve appropriation of funds on the next scheduled budget amendment from Undesignated Fund Balance #001-0000-392-1001 to Improvements Other than Buildings #001-4026-572-6332 and 2) approve award of RFP #22-0-2021/MS, Playground Replacements at 9 Locations to Advanced Recreational Concepts located in Melbourne, Florida.

ATTACHMENTS:

Description

Tabulation Sheet

Scoring-Ranking Forms

	RFP #22-0-2021/MS Playground Replacements at 9 Locations			Advanced Recreational Concepts	Bliss Products and Services, Inc.	Playmore West, Inc.	PlayCore Wisconsin dba GameTime
				3125 Skyway Cir	6831 S. Sweetwater Rd	10271 Deer Run Farms Rd, Suite 1	PO Box 520700
				Melbourne, FL 32934	Lithia Springs, GA 30122	Fort Myers, FL 33966	Longwood, FL 32752
				321-775-0600	800-2482547	239-791-2400	407-331-0101
				info@arcflorida.com	info@blissproducts.com	info@playmoreonline.com	robd@gametime.com
ITEM	ITEM DESCRIPTION	Qty	UOM	Total Price	Total Price	Total Price	Total Price
1	Liberty Park	1	LS	\$ 92,581.00	\$ 110,000.00	\$ 109,245.00	Non-Responsive
2	Oakwood Park	1	LS	\$ 35,749.00	\$ 50,000.00	\$ 49,924.00	
3	Riviera Park	1	LS	\$ 28,506.00	\$ 35,000.00	\$ 34,971.00	
4	Veteran's Memorial Park	1	LS	\$ 90,270.00	\$ 100,000.00	\$ 99,871.00	
5	Inspiration Park	1	LS	\$ 210,716.00	\$ 150,000.00	\$ 149,888.00	
6	Knecht Park	1	LS	\$ 63,603.00	\$ 70,000.00	\$ 69,828.00	
7	Lynbrook Park	1	LS	\$ 68,575.00	\$ 75,000.00	\$ 74,944.00	
BASE PROPOSAL AMOUNT				\$590,000.00	\$590,000.00	\$588,671.00	
8	Oakview Park	1	LS	\$ 28,832.00	\$ 30,000.00	\$ 29,998.00	
9	Pollak Park	1	LS	\$ 11,369.00	\$ 12,000.00	\$ 11,999.00	
10	Shade Structure at Knecht Park	1	LS	\$ 24,893.00	\$ 15,000.00	\$ 28,253.00	
ADD ALTERNATE AMOUNT				\$65,094.00	\$57,000.00	\$70,250.00	

RFP #22-0-2021/MS
Playground Replacements at 9 Locations

CRITERIA - TOTAL 100 POINTS

Qualifications = 15 points
Technical Response = 70 points
Cost = 15 points

Optional Short List - Oral Presentations = 10 points

		Advanced Recreational Concepts	Bliss Products & Services Inc	Playmore West, Inc
EVALUATION		321-775-0600	866-920-1915	239-791-2400
CRITERIA	POSSIBLE	3125 Skyway Cir Melbourne, FL 32934	6831 S Sweetwater Rd Lithia Springs, GA 30122	10271 Deer Run Farms Rd, Suite 1 Fort Myers, FL 33966
	POINTS	info@arcflorida.com	info@blissproducts.com	info@playmoreonline.com
Qualifications	15	14.00	14.00	12.00
Technical Response	70	70.00	56.00	51.33
SUBTOTAL NON-PRICE FACTORS	85	84.00	70.00	63.33
Cost	15	14.97	14.97	15.00
SUBTOTAL - Non-price plus Cost	100	98.97	84.97	78.33
Short List - Oral Presentations	10			
TOTAL SCORE	110	98.97	84.97	78.33



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Patricia Smith, City Attorney

THRU: Pamela Torres-Spivey, Risk Manager

DATE: 6/3/2021

RE: Award of Proposal: Risk third party administrator – RFP 26-0-2021 – City Attorney's Office (Johns Eastern Company, Inc. - \$60,000 annually).

The Procurement Department issued RFP #26-0-2021 requesting proposals from qualified Third-Party Administrators (hereinafter TPA) to handle claims for the City's self-insured Risk program. The TPA will administer claims for workers' compensation, property, automobile, and liability losses incurred by the City of Palm Bay. In servicing the claims, the TPA will review all claims reported on behalf of the City; and process each claim with respect to minimizing the City's potential exposure, in accordance with all applicable statutory and administrative regulations. The TPA will also handle the takeover of pending claims being administered by the current TPA. The TPA will handle all aspects of the reported claims in collaboration with the City's Risk Management department.

Four (4) proposals were received. The Procurement Department staff reviewed the proposals for responsiveness. The proposals were then evaluated by a committee consisting of qualified staff from the Risk Management and City Attorney's Office, who assigned points for non-price factors such as Project Team, Firm's Experience & Demonstrated Capabilities, and Claim Management & Approach. Points for cost were determined by the Procurement Department. See attached Scoring-Ranking form. After the initial ranking, the evaluation team requested that the top three (3) firms provide responses to additional questions the team had. The team reviewed the responses and deemed they had enough information to score them under the informal interviews category and provide a recommendation of award based on those scores. The Evaluation Team unanimously recommended Johns Eastern Company, Inc. out of Lakewood Ranch, FL as the top-ranked vendor for award.

Throughout the process, Johns Eastern Company, Inc. was the highest ranked firm in every phase – initial written proposal and additional written questions. Some highlights as to why Johns Eastern Company, Inc. was recommended for award include:

- Key Staff Experience
- Dedicated team for the City
- Detailed proposal that included well thought out implementation and timeline
- Policies in place for various tasks

REQUESTING DEPARTMENT:

Procurement, City Attorney's Office

FISCAL IMPACT:

The estimated annual budget for this service is \$60,000. The total award over the five-year life of the contract is \$300,000. Funds are budgeted in the following Risk account for this service:

#512-1417-519.31-56 (Professional Services / Claims Management Fees)

As the City of Palm Bay operates a self-insured Risk insurance program, we are responsible for the following self-insured retention levels:

- Workers' Compensation \$350,000 each claim
- Property & Automobile Liability \$200,000 per person / \$300,000 per occurrence

The TPA will pay all claims the City becomes responsible for due to a verified loss and subsequently send the City an itemized monthly bill for reimbursement of claims paid on behalf of the City. The City will budget annually \$1.25 million to reimburse the TPA for claims paid on incurred losses. Funds are budgeted in the following Risk accounts to address payment of claims monthly:

#512-1417-519.45-53 (Insurance / Liability Claims)
Comp Claims)

#512-1417-519.45-54 (Insurance / Workers'

#512-1417-519.45-55 (Insurance / Auto Liability Claims)

RECOMMENDATION:

Motion to approve award of RFP #26-0-2021/NC, Risk Third Party Administrator to Johns Eastern Company, Inc. located in Lakewood Ranch, FL. Council approval is requested to establish a 2-year term contract, renewable by the Procurement Department for three (3) additional 1-year terms.

ATTACHMENTS:**Description**

26-0-2021 TAB Sheet

26-0-2021 Final Ranking

RFP #26-0-2021/NC Risk Third Party Administrator			Johns Eastern Company, Inc.	PMA Management Corporation (PMAMC)	Preferred Governmental Claim Solutions, Inc. (PGCS)	Relation Insurance Services of Florida
			P.O. Box 110259	2701 North Rocky Point Drive, Suite 250	P.O. Box 958456	700 SE Central Parkway
			Lakewood Ranch, FL 34211	Tampa, FL 33607	Lake Mary, Florida, 32795	Stuart, FL 34994
			866-784-0583	888-762-2363	321-832-1400 ext. 4035	772-919-8592
			badkins@johnseastern.com	Michael_Hurst@pmagroup.com	a.mascali@pgcs-tpa.com	tim.mccreary@relationinsurance.com
LUMP SUM BASE BID						
ITEM	Item Description	Term Dates	Extended Total Price	Extended Total Price	Extended Total Price	Extended Total Price
1	Years 1 & 2 Initial Term	October 1, 2021 - September 30, 2022	\$57,750.00	\$45,500.00	\$55,420.00	\$45,000.00
2		October 1, 2022 - September 30, 2023	\$57,750.00	\$45,500.00	\$55,420.00	\$45,000.00
3	Year 3 Optional Renewal	October 1, 2023 - September 30, 2024	\$59,500.00	\$45,500.00	\$57,082.60	\$45,000.00
4	Year 4 Optional Renewal	October 1, 2024 - September 30, 2025	\$61,285.00	\$46,865.00	\$58,795.08	\$50,000.00
5	Year 5 Optional Renewal	October 1, 2025 - September 30, 2026	\$63,125.00	\$46,865.00	\$60,558.93	\$50,000.00
Grand Total - 5 Years			\$299,410.00	\$230,230.00	\$287,276.61	\$235,000.00
Additional Questions						
ITEM	Item Description					
1	Do the annual fees represented above include the takeover of all old claims? If no, please explain on a separate piece of paper.		Yes.	Yes.	No.	No.
2	Additional charges per file, including, but not limited to, field investigation, medical review, and audit charges.		Identified on additional pages.	Identified on additional pages.	Identified on additional pages.	Varies.

CRITERIA - TOTAL 100 POINTS

Project Team = 20 points
Firm's Experience & Demonstrated Capabilities = 20 points
Claim Management & Approach = 40 points

Optional Short List - Informal Interviews = 10 points

		Johns Eastern Company, Inc.	PMA Management Corporation (PMAMC)	Preferred Governmental Claim Solutions, Inc. (PGCS)	Relation Insurance Services of Florida
EVALUATION		866-784-0583	888-762-2363	321-832-1400 ext. 4035	772-919-8592
CRITERIA	POSSIBLE	P.O. Box 110259 Lakewood Ranch, FL 34211	2701 North Rocky Point Drive, Suite 250 Tampa, FL 33607	P.O. Box 958456 Lake Mary, Florida, 32795	700 SE Central Parkway Stuart, FL 34994
	POINTS	badkins@johnseastern.com	Michael_Hurst@pmagroup.com	a.mascali@pgcs-tpa.com	tim.mccreary@relationinsurance.com
Project Team	20	17.33	17.33	14.67	17.33
Firm's Experience & Demonstrated Capabilities	20	18.67	16.00	16.00	17.33
Claim Management & Approach	40	37.33	32.00	32.00	29.33
SUBTOTAL NON-PRICE FACTORS	80	73.33	65.33	62.67	64.00
Cost	20	15.38	20.00	16.03	19.59
SUBTOTAL - Non-price plus Cost	100	88.71	85.33	78.70	83.59
Short List - Informal Interviews	10	5.33	7.33	Did Not Advance	8.00
TOTAL SCORE	110	94.05	92.67	78.70	91.59

Recommendation For Award
Johns Eastern Company, Inc.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Patricia Smith, City Attorney

DATE: 6/3/2021

RE: Resolution 2021-21, establishing the composition of the Fraud Investigation Committee.

Resolution 2021-30 is a Resolution by the City Council to establish the Fraud Investigation Committee's member composition, which is tasked with investigating complaints regarding fraud waste or abuse of city resources.

The composition shall include the City Clerk as chairperson, with additional members being designated department heads from Procurement, Finance and Human Resources. The City Attorney shall serve as legal advisor, except in the event of conflict. The committee shall have the ability to engage outside experts as needed and promulgate its rules procedures and bylaws.

REQUESTING DEPARTMENT:

City Attorney's Office

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to approve Resolution 2021-30.

ATTACHMENTS:

Description

Resolution 2021-21

RESOLUTION 2021-21

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, ESTABLISHING THE COMPOSITION OF THE FRAUD INVESTIGATION COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Bay established the Fraud Investigation Committee to investigate fraud, waste and abuse complaints, and

WHEREAS, the City Council designated the City Clerk as the Chairperson of the Committee, and

WHEREAS, Ordinance 2021-30 requires the City Council to establish the composition of the Committee by resolution, and

WHEREAS, the investigation of fraud, waste and abuse complaints may require fact-finding skills as well as certain technical knowledge and subject matter expertise.

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

SECTION 1. Purpose. The Committee is authorized to investigate whistleblower and anonymous complaints of fraud, waste and abuse. Anonymous or other complaints of fraud, waste and abuse shall be directed to the City Clerk. Upon receipt, the City Clerk shall convene the Fraud Investigative Committee to review the complaint, determine the need for further investigation and make recommendations. The Fraud Investigative Committee's role shall be limited to fact-finding and recommendations. The Committee shall not have the authority to impose discipline.

SECTION 2. Composition. The Chief Procurement Officer, City Clerk, Finance Director, Human Resource Director, or their respective designees, shall be standing members of the Committee. The Chairperson shall select at least two of the other standing members to review complaints based upon the nature of the complaint and the technical knowledge or subject matter expertise required. The City Attorney or designee shall be present at Committee meetings to provide legal advice to the Committee.

SECTION 3. Conflicts. If the standing member with the applicable knowledge or subject matter expertise is the subject of the complaint or the member has a similar conflict, the Chairperson may hire an independent consultant to assist the Committee. The Chairperson may retain independent counsel if the City Attorney's Office has a conflict. The Committee, by majority vote, has the authority to engage independent advisors as it determines necessary to carry out its duties.

SECTION 4. Minutes. The Committee shall keep written minutes of its meetings, a summary of the discussions and actions taken at the meetings. The minutes and any reports created by the Committee shall be exempt from Public Records Law during the active investigation of the complaint or prior to presenting the report to the complainant.

SECTION 5. Bylaws. The Fraud Investigation Committee may promulgate bylaws to govern the procedures of the Committee. No provision of the bylaws shall be contrary to the provisions of Ordinance 2021-30 or other applicable law. The enactment or amendment of the bylaws requires a majority vote of the standing members of the Committee.

SECTION 6. The provisions within 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.

Robert Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

DATE: 6/3/2021

RE: Consideration of co-sponsorship policy for special events.

One of the thirty-one findings identified in the 2019 Joint Legislative Auditing Committee's (JLAC) report included Finding 16, which states: The City had not established controls to provide adequate accountability for special events and did not document the public purpose for such events. Further, the report stated that to qualify as authorized expenditures, expenditures of public funds must be shown to be authorized by applicable law or ordinance; reasonable in the circumstances and necessary to the accomplishment of authorized purposes of the governmental entity; and in pursuit of a public, rather than a private, purpose. JLAC also further stated that: "Among other things, effective policies and procedures for special events prescribe methods for determining the feasibility of the events, require City Council approval for each event, provide guidelines for soliciting contributions to defray event costs and for providing receipts to contributors, require separate accounting for contributions received and expenditures made for each event, and ensure City records document the public purpose served by the events."

Historically, the City has been approached by organizations requesting "co-sponsorship" for special events. Examples of events/organizations that have made these requests include the Christmas Extravaganza (The House Church), Puerto Rican Parade (United Third Bridge), Caribbean American Heritage Parade/Festival (Brevard Caribbean American Sports and Cultural Association), and the Summer Streetball League (Court Kingz). These events have or are projected to provide free events for members of the public, using primarily volunteers to host the event, but due to the larger scale of the event, they typically require police presence for traffic and/or crowd control as well as facilities/recreation staff for additional support.

Since the JLAC report was released, events requesting use of funding from the Law Enforcement Trust Fund, are reviewed using an established application process and Police Department policy in accordance with state law. Additionally, any events requesting use of General Fund resources have been brought to City Council for review and consideration. These requests were for a waiver of costs to use certain facilities or equipment (greenspace rental, stage, bleachers) and/or for in-kind contributions of City staff time to provide support for the event (typically Police, Parks, and Facilities). No direct cash payments were made from General Fund to any organizations for these special events.

A Draft Co-Sponsorship Policy is presented with this memo for Council consideration. Key components

for consideration include:

- Events must be free and open to the general public, be held on City owned/controlled property, and must be planned and conducted by a non-profit organization.
- The program must be evaluated as to whether it meets a public purpose via one or more of the following goals:
 1. Promote the City as a desirable place to live, visit and do business.
 2. Promote the City as a visitor destination, provide a positive economic impact, and/or generate tourism-associated revenue.
 3. Enhance the quality of life and well-being of some or all residents of the community.
 4. Advance the City's commitment to and pride in being a multicultural community.
 5. Promote cultural and artistic awareness within the City.
- Additional evaluation criteria is established in Section IV, and applications must be received at least ninety (90) days prior to the event.
- No direct monetary funding will be allowed, only in-kind services.
- A maximum allocation of City in-kind services support of \$10,000 per event, and only one event per non-profit per year can be submitted for application.
- Requests for co-sponsorship will continue to be presented to City Council for approval/denial, unless Council prefers to direct this responsibility to the City Manager.

Regarding the overall fiscal impact, if this approach is approved, staff will track all co-sponsorship requests and fiscal impact to assist with future year budget planning. For purposes of the overall program, it is recommended that a maximum of \$50,000 per fiscal year be established as the maximum threshold value of all co-sponsorships per year.

REQUESTING DEPARTMENT:

City Manager's Office

FISCAL IMPACT:

There is no fiscal impact at this time.

RECOMMENDATION:

Motion to approve the Co-sponsorship Policy for Special Events.

ATTACHMENTS:

Description

Co-Sponsorship Policy Draft

CO-SPONSORSHIP POLICY

I. Defining Co-sponsorships

A co-sponsored event is defined as an event (single-day or multi-day series) that is planned and conducted by an outside non-profit organization with the assistance of City staff time, equipment, public safety services and/or the use of facilities. The City of Palm Bay allocates General Fund funds (if available) annually for the purpose of partnering with non-profit organizations in hosting community events. The City does not provide direct monetary funds for such co-sponsored events, but in-kind services only.

II. Co-Sponsorship Goals

Co-Sponsorship of in-kind services will be considered for special events designed to accomplish one or more of the following goals:

- Promote the City as a desirable place to live, visit and do business.
- Promote the City as a visitor destination, provide a positive economic impact, and/or generate tourism-associated revenue.
- Enhance the quality of life and well-being of some or all residents of the community.
- Advance the City's commitment to and pride in being a multicultural community.
- Promote cultural and artistic awareness within the City.

Since a co-sponsorship affiliation may affect the reputation of the City among its citizens and its ability to govern effectively, the City retains sole and final decision-making authority for determining the appropriateness of a co-sponsorship association and reserves the right to refuse any request for co-sponsorship. Any proposal for co-sponsorship in which the involvement of an outside entity is likely to compromise the public's perception of the City negatively or its ability to act in the public interest will be rejected. **The City of Palm Bay reserves the right to refuse any request of co-sponsorship.**

III. Eligibility to Apply

Events that are eligible to submit a co-sponsorship application:

- a. Must be free and open to the general public;
- b. Must be held on City owned/controlled property;
- c. Must be planned and conducted by a non-profit organization.

Events that do not qualify include those that:

- a. Charge a fee for public participation. This includes events with an admission fee, ticket fee, and/or team/individual entry fees (includes benefit walks, runs, and challenges where participation fee or team fundraising takes place.)
- b. Are not held on city owned/controlled property.
- c. Are used to promote political parties or political advocacy groups.
- d. Are primarily focused on commercial or nonprofit promotion, fundraising, or personal gain.

IV. Evaluation Criteria

If the applicant is eligible to apply, and if funding is available in the fiscal year budget, the following additional criteria will be evaluated to determine the role and extent of any City of Palm Bay co-sponsorship:

- a. Does the program provide a public purpose by meeting one or more of the City of Palm Bay Co-Sponsorship Goals as stated above?
- b. Do the costs of such co-sponsorship serve a public purpose by providing or expanding public services or programs?
- c. Does the event complement or conflict with current City special event programming?
- d. What is the applicant's experience with organizing/producing this type of event? The City will review information related to the applicant's past history of performance (when applicable).

V. Applications

All application packets must be submitted at least ninety (90) days prior to the event to the City Manager's Office by email (citymanager@palmbayflorida.org) and shall include:

- a. A cover letter describing how the event will meet each of the evaluation criteria, as stated

- above, will benefit the City, its residents and visitors;
- b. A completed City Special Events Application and Agreement;
 - c. A budget sheet that includes the in-kind City impact for which co-sponsorship is requested;
 - d. Applicant must also provide a full budget reflecting the contributions the organization will make toward the event, including direct or in-kind costs, volunteer hours, or other sponsorships.
 - e. Requesting organization must be qualified as a tax-exempt organization. Applicant must submit a copy of their W-9 Form for Taxpayer Identification Number and Certification, and a copy of their IRS Certification of Exemption with application. Individuals are not eligible to apply.
 - f. Filing of an application is not a guarantee that co-sponsorship will be approved. Following recommendation by the City Manager, the City Council will have the final determination as to whether the application is approved or denied, at a regularly scheduled Council meeting.

VI. Funding:

The following limitations shall apply to all co-sponsorship requests:

- a. Funds will be available on a first-come, first-served basis.
- b. Consideration will be based on the availability of City funds at the time of the application.
- c. An eligible applicant seeking co-sponsorship shall not exceed \$10,000 of in-kind General Fund impact per event, and is limited to one co-sponsorship per fiscal year, per taxpayer identification number.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Joan Junkala-Brown, Deputy City Manager

DATE: 6/3/2021

RE: Consideration of appointing one (1) member of City Council to serve on the evaluation team for the federal lobbyist Request for Proposals (RFP).

At the request of City Council, the City Manager's Office and Procurement Department are working in coordination to develop the scope of work as it pertains to the Request for Proposals (RFP) for Federal Lobbyist Services.

As was done with the State Lobbyist Services RFP, staff is seeking Council's consideration to appoint one member of City Council to serve on the RFP Evaluation Team for the selection of Federal Lobbyist Services. The Evaluation Team will be chaired by a non-scoring Procurement Agent and will consist of three scoring members: Britta Kellner, Special Projects Manager, Joan Junkala-Brown, Deputy City Manager, and one member of City Council.

The Procurement Department anticipates the RFP for Federal Lobbyist Services to be advertised in June 2021, evaluations in July, evaluation team recommendation and award by Council in August, and commencement of services to begin at the start of Fiscal Year 2022.

REQUESTING DEPARTMENT:

Community & Economic Development, Procurement

FISCAL IMPACT:

There is no fiscal impact at this time.

RECOMMENDATION:

Motion to appoint one member of City Council to serve on the evaluation team for the RFP for Federal Lobbyist Services.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 6/3/2021

RE: Consideration of scheduling two (2) workshop meetings for June 2021.

Staff is requesting to schedule two (2) workshop meetings in the month of June and is suggesting the following dates:

- Tuesday, June 22, 2021, at 6:00 P.M., to discuss the Fiscal Year 2022 budget and Fiscal Year 2021 mid-year budget review.
- Thursday, June 24, 2021, at 6:00 P.M., to discuss the remaining Joint Legislative Audit Committee (JLAC) audit items and the American Rescue Plan funding.

The matter is presented to Council for consideration at tonight's meeting. If you should have any questions, please advise.

REQUESTING DEPARTMENT:

City Manager's Office, Legislative

FISCAL IMPACT:

None

RECOMMENDATION:

Request for two (2) workshop meetings to be scheduled for Tuesday, June 22, 2021, at 6:00 P.M. and Thursday, June 24, 2021, at 6:00 P.M.