



120 Malabar Road SE Palm Bay, FL 32907 (321) 952-3400 www.palmbayflorida.org Mayor
ROB MEDINA
Deputy Mayor
KENNY JOHNSON
Councilmembers
JEFF BAILEY
RANDY FOSTER
DONNY FELIX

AGENDA

Regular Council Meeting 2021-19 Thursday

August 5, 2021 - 7:00 PM Council Chambers, 120 Malabar Road SE, Palm Bay FL 32907

CALL TO ORDER:

INVOCATION:

1. Bill Battin - resident, Palm Bay.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

- 1. One (1) vacancy on the Buisness Improvement District Board (represents 'at-large' member who owns a commercial property or operates a business within the District).++
- 2. Two (2) vacancies on the Community Development Advisory Board (represents 'residential home builder', 'actively engaged in home building', 'employer within the City', 'for-profit provider' or 'not-for-profit provider' positions).++
- 3. Two (2) vacancies on the Youth Advisory Board (represents 'at-large' student member positions).++

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 2021-17; July 1, 2021.
- 2. Adoption of Minutes: Regular Council Meeting 2021-18; July 15, 2021.
- 3. Award of Bid: Fiscal Year 2021 pavement rejuvenation IFB 55-0-2021 Public Works Department (Pavement Technologies, Inc. \$964,979).

- 4. Contract: Master agreement and hourly rate schedule, architect and engineering design services, Building E, City Hall Complex RFQ 34-0-2021 Utilities, Building, and Parks and Facilities Departments (Silling Architects); and approval of Task Order 01-2021 against the Master Agreement (\$543,750).
- 5. Miscellaneous: Seepex cake pump, North Regional Wastewater Treatment Plant belt filter press (emergency purchase) Utilities Department (Hudson Pump and Equipment \$103,950); and appropriation of funds on next scheduled budget amendment (\$120,000).
- 6. Resolution 2021-38, conveying City and CRA-owned surplus real estate located at 4220 Dixie Highway NE, 2932 and 2920 Pospisil Avenue NE to buyer Space Coast Marinas, LLC.
- 7. Consideration of a Florida Power and Light non-exclusive easement for above and below ground utility facilities, located at the southwest corner of Lot 21, Block 657, Port Malabar Unit 13.
- 8. Consideration of a School Resource Officer Agreement with Odyssey Charter School for the 2021/2022 school year.
- 9. Consideration of a School Resource Officer Agreement with Pineapple Cove Classical Academy for the 2021/2022 school year.
- 10. Consideration of a purchase offer for City-owned surplus real estate located at 194 Holiday Park Boulevard NE from buyer Zoltan Szabo (\$18,553).
- 11. Consideration of a purchase offer for City-owned surplus real estate located at 1042 Moonlight Court NE from buyer Teresa A. Linton (\$22,250).
- 12. Consideration of a purchase offer for City-owned surplus real estate located at 2050 Agora Circle SE from buyer EJ & JT Associates Inc. (\$46,000).
- 13. Consideration of a purchase offer for City-owned surplus real estate located at 1942 Agora Circle SE from buyer Central Florida Investment Fund, LLC (\$45,000).
- 14. Consideration of a purchase offer for City-owned surplus real estate located at 1956 Agora Circle SE from buyer Central Florida Investment Fund, LLC (\$45,000).
- 15. Consideration of aerial firefighting support Memorandum of Understanding with the Brevard County Sheriff's Office.
- 16. Consideration of submitting a grant application to the Florida Department of Environmental Protection's Resilient Florida Grant Program, in collaboration with the East Central Florida Regional Planning Council.
- 17. Consideration of the Fiscal Year 2020 reimbursement to City's General Fund (\$616,004) and Brevard County (\$289,085) for unexpended funds from the Bayfront Community Redevelopment Agency.
- 18. Consideration of an increase in the annual salary for the Information Technology Director.
- 19. Consideration of appropriation of funds from the Undesignated Fund Balance for the replacement of Shelter number 3 at Castaways Point Park (\$29,069).
- 20. Consideration of travel and training for specified city employees (Building Department).
- 21. Consideration of travel and training for specified City employees (Police Department).
- 22. Acknowledgement of Budget Monitoring Report for Fiscal Year 2021 Quarter 3 (unaudited).

PROCLAMATION:

1. Florida Water Professionals Month - August 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:

- Ordinance 2021-49, amending the Code of Ordinances, Chapter 61, Suspension and/or Removal of City Boardmember, by including provisions for attendance by boardmembers, final reading.
- 2. Ordinance 2021-50, amending the Code of Ordinances, Chapter 50, Elections, by updating provisions contained therein, final reading.
- 3. Ordinance 2021-45, amending the Code of Ordinances, Chapter 185, Zoning Code, Subchapter 'District Regulations' by modifying provisions of the BMU Bayfront Mixed Use District (Case T-8-2021, City of Palm Bay), first reading.
- Request to amend the Code of Ordinances, Chapter 174, Floodplain and Stormwater Management, Subchapter 'Part 2: Drainage Plan', by modifying the provisions for finished floor elevation (T-23-2021). (Rescheduled to 08/04/21 P&Z and 08/19/21 RCM)
- 5. Request by the City of Palm Bay to amend the Code of Ordinances, Chapter 185, Zoning Code, Subchapter 'District Regulations', by modifying provisions within GC (General Commercial District) zoning to allow for indoor recreation (T-28-2021). (Rescheduled to 08/04/21 P&Z and 08/19/21 RCM)
- 6. Request by James and Nola Musgrove for a variance to grant a proposed detached metal garage relief from the requirement that no accessory structure shall exceed the size of the principal structure's living area, and to increase the maximum allowable size of the metal structure from 300 square feet to 1,200 square feet in an RS-2, Single-Family Residential District, as established by Section 185.118(C) and (G) of the Palm Bay Code of Ordinances (0.46 acres) (V-25-2021). (Rescheduled to 08/04/21 P&Z and 08/19/21 RCM)
- 7. Request by Thomas and Michelle Capritta for a variance to allow a proposed garage addition and concrete slab to encroach six (6) feet into the 25-foot front yard setback, as established by Section 185.033(F)(7)(a) of the Palm Bay Code of Ordinances (0.41 acres) (V-27-2021). (Rescheduled to 08/04/21 P&Z and 08/19/21 RCM)
- 8. Request by Christian Development Center for a conditional use to amend an existing ordinance in order to allow a proposed private school to operate from church facilities in RR (Rural Residential District) zoning, on property located west of and adjacent to Nail Street, in the vicinity north of Emerson Drive (3.00 acres) (CU-26-2021). (Rescheduled to 08/04/21 P&Z and 08/19/21 RCM)
- 9. Request by Lennar Homes, LLC, to amend the City's Comprehensive Plan Future Land Use Map to change the designated use of property located at the northeast corner of Pace Drive and St. Johns Heritage Parkway, from Recreation and Open Space Use to Single Family Residential Use (96.66 acres) (Case CP-9-2021). (Rescheduled to P&Z and RCM TBD)
- 10. Request by Lennar Homes, LLC, for a Planned Unit Development (PUD) Preliminary Development Plan to allow for a development with a mixture of townhomes and single-family lots to be known as 'Medley at Everlands', which property is located at the northeast corner of Pace Drive and St. Johns Heritage Parkway (96.66 acres) (Case PD-21-2021). (Rescheduled to P&Z and RCM TBD)
- 11. Request by Florida Power and Light to amend the City's Comprehensive Plan Future Land Use Map to change the designated use of property located in the vicinity east of Babcock Street and north of the Indian River County line, from Agricultural (Brevard County) to Utilities Use (3,266.49 acres) (Case CP-10-2021). (Rescheduled to P&Z and RCM TBD)

- 12. Request by Florida Power and Light to rezone property located in the vicinity east of Babcock Street and north of the Indian River County line, from General Use (Brevard County) to GU (General Use Holding District) (3,266.49 acres) (Case CPZ-10-2021). (Rescheduled to P&Z and RCM TBD)
- 13. Request by NSD Palm Bay IV, LLC, to amend the City's Comprehensive Plan Future Land Use Map to change the designated use of property located at the northwest corner of Robert J. Conlan Boulevard and Commerce Park Drive, from Industrial Use to Bayfront Mixed Use (7.11 acres) (Case CP-11-2021). (Rescheduled to P&Z and RCM TBD)
- Request by NSD Palm Bay IV, LLC, to rezone property located at the northwest corner of Robert J. Conlan Boulevard and Commerce Park Drive, from LI (Light Industrial and Warehousing District) to BMU (Bayfront Mixed Use District) (7.11 acres) (Case CPZ-11-2021). (Rescheduled to P&Z and RCM – TBD)

UNFINISHED AND OLD BUSINESS:

1. Appointment of one (1) student member to the Youth Advisory Board.

COUNCIL REPORTS:

NEW BUSINESS:

1. Consideration of a Master Development Agreement for Emerald Lakes with Emerald Investment Holdings, LLC.

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.

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.

If you use assistive technology (such as a Braille reader, a screen reader, or TTY) and the format of any material on this website or documents contained therein interferes with your ability to access information, please contact us. To enable us to respond in a manner most helpful to you, please indicate the nature of your accessibility problem, the preferred format in which to receive the material, the web address of the requested material, and your contact information. Users who need accessibility assistance can also contact us by phone through the Federal Information Relay Service at 1-800-877-8339 for TTY/Voice communication.

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: 8/5/2021

RE: Adoption of Minutes: Regular Council Meeting 2021-17; July 1, 2021.

The minutes for the July 1, 2021, regular Council meeting will be forthcoming.

REQUESTING DEPARTMENT:

Legislative

FISCAL IMPACT:

None.

RECOMMENDATION:

Motion to approve the minutes.



LEGISLATIVE MEMORANDUM

DATE: 8/5/2021

RE: Adoption of Minutes: Regular Council Meeting 2021-18; July 15, 2021.

ATTACHMENTS:

Description

Minutes - RCM 2021-18

CITY OF PALM BAY, FLORIDA

REGULAR COUNCIL MEETING 2021-18

Held on Thursday, the 15th day of July 2021, at the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida.

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

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

Bishop Merton Clark, Truth Revealed Ministries, 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 **CITY CLERK:** Terese Jones Present

CITY STAFF: Present was Leslie Hoog, Fire Chief; Angelica Collins, Fiscal Manager.

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 'atlarge' member who owns a commercial property or operates a business within the District).++
- 2. Two (2) vacancies on the Community Development Advisory Board (represents 'residential home builder', 'actively engaged in home building', 'employer within the City', 'for-profit provider' or 'not-for-profit provider' positions).++
- 3. Three (3) vacancies on the Youth Advisory Board (represents 'at-large' student member positions).++

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AGENDA REVISION(S):

Motion by Mr. Bailey, seconded by Mr. Felix, to move Item 2, under New Business, after Proclamations and Recognitions.

Motion carried with members voting as follows:

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

CONSENT AGENDA:

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

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, that the Consent Agenda be approved as presented with the removal of 3, 5, 9 and 15 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. Miscellaneous: Continuing consultant services, engineering services for Public Works (multi-discipline) – RFQ 47-0-2021 – Public Works Department (CONSOR Engineers, LLC; Bentley Architects and Engineers, Inc.; Bowman Consulting Group, LTD.); and authorize staff to negotiate Master Consultant Agreements.

Staff Recommendation: Approve the award for Continuing Consultant Services with CONSOR Engineers, LLC (Sebastian), Bentley Architects and Engineers, Inc. (Longwood), and Bowman Consulting Group, LTD. (Melbourne); and authorize staff to negotiate Master Consultant Agreements and establish hourly rate schedules for each for a one-year term contract, renewable by the Procurement Department for four (4) additional one-year terms.

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

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2. Ordinance 2021-49, amending the Code of Ordinances, Chapter 61, Suspension and/or Removal of City Boardmember, by including provisions for attendance by boardmembers, first reading.

The City Attorney read the ordinance in caption only.

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

3. Resolution 2021-35, amending Resolution 2020-49, adopting Classification and Pay Plans and the Position Control Plan for employees of the City of Palm Bay (third amendment).

The City Attorney read the resolution in caption only.

Randall Olszewski, resident, questioned why a maintenance worker position was being eliminated from the Public Works Department and those funds were to be used to fund the City Engineer position. Ms. Sherman explained that the dual position of the Public Works Director/City Engineer was being separated. The intent was to fully fund all of the vacant positions in the next fiscal year and the maintenance worker position would be reinstated.

Motion by Deputy Mayor Johnson, seconded by Mr. Foster, to adopt Resolution 2021-35.

Motion carried with members voting as follows:

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

4. Resolution 2021-36, amending Resolution 2020-50, adopting the Five-Year Capital Improvements Program for Fiscal Years 2020-2021 through 2024-2025 (third amendment).

The City Attorney read the resolution in caption only.

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

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5. Consideration of an amendment to the Interlocal Agreement with Brevard County regarding the St. Johns Heritage Parkway and Babcock Street intersection for an extension to the right-of-way acquisition.

Staff Recommendation: Approve the amendment to Interlocal Agreement with Brevard County regarding the St. Johns Heritage Parkway and Babcock Street intersection for an extension to the right-of-way acquisition; and execute the amendment, following Brevard County Board of County Commissioners approval.

Bill Battin, resident, commented that the contracts related to the Parkway were an issue on the audit report due to lack of documentation and appropriate funding and yet this was another item being approved that was related to the Parkway. He said that Babcock Street improvements were supposed to be paid for with Tax-Increment Financing (TIF) funding. He questioned how the City would generate the funds to pay for the road if tax credits were given to the developers for donating land, etc. Mr. Battin said the City was still making commitments to proceed with the improvements without contracts from the developers.

Ms. Sherman said this was related to an existing agreement that the City had with Brevard County to build a four-lane intersection at Babcock Street and the Parkway. The request was for an extension to the timelines within the agreement. She said there were no current contracts yet for future developments, but staff was currently working on Development Agreements to address same.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to approve the amendment to the Interlocal Agreement as requested.

Mr. Bailey said he had always been against the contract from the beginning and felt that Palm Bay taxpayers were ripped off because of the contract. However, he supported the amendment as it provided flexibility for the city but agreed with Mr. Battin's comments.

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 the Fiscal Year 2021-2022 HOME Disbursement Agreement with Brevard County (\$612,609 (allocation) and \$299,213 (carry forward)).

Staff Recommendation: Approve the Fiscal Year 2021-2022 HOME Disbursement Agreement between the City of Palm Bay and Brevard County in the amount of

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\$612,609.02, plus \$299,213.00 of Program Income on-hand; and authorize the City Manager to execute the agreement.

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

7. Consideration of appropriating funds from the Stormwater Utility Fund Undesignated Fund Balance for construction funding of the Port Malabar Unit 48 culvert pipe replacement (estimated \$631,666).

Staff Recommendation: Approve the appropriation of \$631,666 (estimated), from the Stormwater Utility Fund Undesignated Fund Balance, for construction funding of the Port Malabar Unit 48 culvert pipe replacement.

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

8. Consideration of a Budget Amendment to transfer funds from the Code Compliance Nuisance Revenue Account into the Code Compliance Nuisance Operating Account to cover the increase in nuisance vegetation cases (\$25,000).

Staff Recommendation: Approve a Budget Amendment to transfer \$25,000 from the Code Compliance Nuisance Revenue Account to the Code Compliance Nuisance Expense Account to cover the increase in nuisance vegetation cases.

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

9. Consideration of utilizing Fire Impact Fees for a fire training center facility at Station 5 (\$516,000).

Staff Recommendation: Approve the appropriation of \$516,000.00, utilizing Fire Impact Fees, for the purchase and installation of a training facility at Fire Station 5.

Bill Battin, resident, said that a training facility was already being utilized and although it may not fit the desired training by staff, he would rather see these funds used for the purchase of apparatus.

Ms. Sherman responded that as part of next year's budget, staff would continue to address outstanding equipment needs and growing the Capital Improvements Plan focus in order to prioritize equipment replacements. Developing a training facility at Station 5

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allowed for more room than at the other traditional fire stations and would also provide more in-house training opportunities. Insurance costs would also decrease in the longrun due to the in-house training.

Mayor Medina asked if there were issues utilizing the college campus for training. Ms. Sherman said it was challenging as the days for use were very limited.

Chief Hoog said that the Fire Impact Fees could not be used for the purchase of equipment unless it was new equipment tied to growth. The City never had a training facility due to the growth of the City. Training was limited to Fridays during the summer hours only at the college and the City paid \$10,000 plus instructors and fuel, and if it was rained out, that training session would be missed. Staff was also limited to train with one engine at a time.

Mr. Bailey asked if there would be enough funding in impact fees for future growth of fire departments in that area. Chief Hoog confirmed same and answered further questions from councilmembers.

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to approve utilization of Fire Impact Fees for a fire training facility as requested. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

10. Consideration of appropriating funds from the Undesignated Fund Balance to hire three (3) previously unfunded Firefighter Positions (\$53,817.15).

Staff Recommendation: Approve the appropriation of \$53,817.15 from the Undesignated Fund Balance (001-0000-392-1001) to hire three re-funded firefighter positions of the five fully funded positions in the 2022 fiscal budget.

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

11. Consideration of travel and training for specified City employees (City Manager's Office).

Staff Recommendation: Approve the travel and training as specified.

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

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12. 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.

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

Staff Recommendation: Approve the travel and training as specified.

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

14. Consideration of travel and training for specified City employees (Recreation Department; Parks and Facilities Department).

Staff Recommendation: Approve the travel and training as specified.

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

15. Acknowledgement of the City's monthly financial report for May 2021.

Randall Olszewski, resident, questioned the Undesignated Fund Balance as it was not reflected in the report. He asked how much was in the fund now and the amount anticipated by the end of the fiscal year. Ms. Sherman would provide the information to Council and Mr. Olszewski once obtained from the Finance Department.

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to acknowledge the City's monthly financial report as requested. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

RECOGNITIONS AND PROCLAMATION:

The proclamation was read and the individuals were recognized.

1. Recognizing Former Palm Bay Police Chief Robert Rossman. (Mayor Medina)

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- 2. Recognizing one (1) year of service as a City boardmember on the Bayfront Community Redevelopment Agency Peter Filiberto.
- 3. Recognizing one (1) year of service as a City boardmember on the Citizens' Budget Advisory Board Jane Beauchamp.
- 4. Recognizing one (1) year of service as a City boardmember on the Melbourne-Tillman Water Control District - Joseph Hale.
- 5. Recognizing one (1) year of service as a City boardmember on the Planning and Zoning Board Richard Hill.

Item 2, under New Business, was considered at this time.

2. Ordinance 2021-50, amending the Code of Ordinances, Chapter 50, Elections, by updating provisions contained therein, first reading.

Mrs. Jones presented the request to Council. The request was to amend Chapter 50 to remove the twelve-month timeframe to either appoint an individual to fill a vacancy on City Council or hold a special election. Council would have the authority to utilize either process as it deemed fit.

Numerous individuals spoke against the request stating that their rights were being violated and money should not be reason to change the ordinance. Council should hold a special election and an interim appointment to Council should not be made.

Mr. Foster called a Point of Order due to Mayor Medina interjecting during the public comments and asked that the Mayor stay within the protocol and allow the public to speak. Mayor Medina ruled that the Point of Order was not well taken and resumed business of the meeting.

Public comments continued.

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

Mayor Medina said that the people had the right to vote, and Council should not even consider an alternative, regardless of the cost. He said the proposed ordinance was unpatriotic and un-American.

Motion by Mr. Foster, seconded by Deputy Mayor Johnson, to approve Ordinance 2021-50.

Mr. Foster agreed that everyone had the right to vote. He said that Councilman Bailey had tentatively vacated his seat and was not fulfilling his full four-year term. He said the

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people would make the decision on who would fill his seat in 2022. Mr. Foster presented a slide which reflected that over sixty percent (60%) of the voters approved to amend the Charter in 2012 which gave Council authority to fill vacancies by ordinance and it was Council's right to modify that authority. He felt the language should have remained in the Charter. Regardless, the ordinance stated that Council had the right to appoint an individual to the seat if there were less than twelve (12) months remaining in the term. He said that language did not take away the people's right to vote. The ordinance also stated that if there was more than twelve (12) months remaining in the term, a special election had to be held within 90 to 180 days after the vacancy occurred. If there was a special election, there would only be four members of Council until the election results were certified. He expressed concern with the potential for tie votes on important issues. Mr. Foster said he wanted to change the ordinance, but the language should be placed back into the Charter in the future. He said that other cities had the same language, and it did not take away the rights of their citizens. The President and the Governor had authority to appoint individuals to positions as well.

Deputy Mayor Johnson agreed that money was not an issue and also agreed that the vacancy should be filled until the election. He did not want growth or development to be hindered by possible tie votes on an issue. He said that making a statement that someone was unpatriotic or un-American could be offensive not only to staff, but to the other municipalities that already have this language in place. He cited Senate Bill 90 that recently passed which repealed the requirement that a resignation from an elective office must be filled by an election.

Mr. Bailey did not feel this was the right time to present this request and it should be tasked to the next Charter Review Commission. He said that if three out of four councilmembers could not agree on an agenda item, then the item should not pass anyway.

Mayor Medina stood by his comment regarding this being unpatriotic and un-American. He addressed his communications with the media.

Mr. Felix understood the importance of the right to vote and said that no one was trying to take the votes away. He came to the meeting with his mind set and the comments touched him. He questioned what could happen with just having four members of Council on the dais.

Mayor Medina said that each councilmember would really have to do his research on the agenda items.

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Ms. Smith said if there was a tie vote on any land use cases, the issue failed and the same or similar issue could not be considered by Council for at least one year.

Mr. Bailey suggested reducing the time frame from 90 to 180 days to 75 to 180 days as it may reduce the cost of the special election as Palm Bay's election could run concurrently with other municipal elections throughout the county. He asked about the other changes in the ordinance. Ms. Smith said that the only portion in which Council could modify was language related to the vacancy. The other language either conflicted with state law or the City Charter.

Deputy Mayor Johnson asked if Council could modify the ordinance to include filling the vacancy by appointment until the special election. Ms. Smith confirmed same and said that was how the Charter read prior to it being amended in 2012. Mayor Medina felt Council could still manage with four members. Mr. Foster concurred with having the special election and appointing an individual until the special election. Mr. Felix agreed as well.

Mayor Medina asked if it could be required that the appointed individual would be unable to run for office in the special election. It was noted that this could not be an option.

There was further discussion on including language to appoint until the special election and concerns with a tie vote. Mayor Medina did not agree with appointing someone and that person should be elected. Mr. Felix said that if Councilman Bailey had resigned in November, the current ordinance language allowed for Council to appoint an individual if there was twelve (12) months or less remaining in the term. Mayor Medina said the current ordinance provided provisions if it was over a year. Mr. Felix said he wanted to honor the current ordinance and hold a special election as required. The proposal was to include language to appoint until the special election. Mayor Medina did not agree.

Mr. Foster clarified that this could change at any time as Councilman Bailey had not officially resigned and he had every right to retract his verbal resignation, if desired.

Deputy Mayor Johnson withdrew his second to the motion. The motion died for lack of a second.

Motion by Deputy Mayor Johnson, seconded by Mr. Foster, to appoint a qualified individual until the special election.

Mr. Bailey asked that the language regarding when the special election would be held be modified from 90 to 180 days to 75 to 180 days.

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Motion by Deputy Mayor Johnson, seconded by Mr. Foster, to appoint a qualified individual until the special election and to modify the language to hold the special election within 75 to 180 days.

Motion carried with members voting as follows:

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

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

PRESENTATION:

1. Sunrise Consulting Group - 2021-2022 Legislative Session Review. Shawn Foster, Lobbyist, provided an overview of the bills proposed by members of the Senate and House of Representatives during the Florida Legislative session and how the city would be affected by those bills that passed. Appropriations for the City included \$300,000 for baffle boxes. Mr. Foster answered questions posed by councilmembers.

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

Residents made general comments.

PUBLIC HEARING(S):

1. Consideration of the Fiscal Year 2021-2022 Annual Action Plan and Recommendations of Programs and Activities to be funded by CDBG and HOME, final hearing.

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

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to approve the Fiscal Year 2021-2022 Annual Action Plan and Recommendations of Programs and Activities to be funded by CDBG and HOME. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

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2. Ordinance 2021-46, amending the Fiscal Year 2020-2021 budget by appropriating and allocating certain monies (third budget amendment), final reading.

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. Felix, to adopt Ordinance 2021-46. 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 2021-48, amending the Code of Ordinances, Chapter 179, Streets and Other Rights-of-Way, by creating a new subchapter titled 'Golf Carts' (Case T-19-2021, Emerald Investment Holdings, LLC), final reading.

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

Bill Battin, resident, questioned if the pedestrian or the golf cart had the right-of-way on the sidewalk.

The public hearing was closed.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to adopt Ordinance 2021-48.

Mr. Bailey said he had safety concerns with the golf carts crossing the City's rights-ofways but had no issue with private community roadways. Mayor Medina said there were tunnel-type paths used in Viera.

The public hearing was reopened to allow the applicant to respond to Council's comments.

Brenda Yates, representative for the applicant, said that the developer was already looking into various options for the overpasses and would probably be proposed prior to the next phase. Mayor Medina said it would be a great safety feature. Ms. Yates mentioned that the entertainment district of the development would be done first and the

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multi-use sidewalk would be twelve-feet wide which would allow enough room for people and golf carts. Mr. Bailey hoped that the developer would take the opportunity to make a landmark entrance into the community district.

The public hearing was closed.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to adopt Ordinance 2021-48.

Motion carried with members voting as follows:

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

4. Request by the City of Palm Bay to amend the Code of Ordinances, Chapter 185, Zoning Code, Subchapter 'District Regulations', by modifying provisions within GC (General Commercial District) zoning to allow for indoor recreation (T-28-2021). (Rescheduled to P&Z and RCM – TBD)

PROCUREMENT:

1. Miscellaneous: 'Cooperative Purchase', body cameras and related equipment (Sourcewell contract) - Police Department (AXON Enterprises, Inc. - \$1,634,730).

Staff Recommendation: Approve the purchase of body cameras and related equipment, utilizing the cooperative Sourcewell Contract 010720-AXN, with AXON Enterprises, Inc., in the amount of \$1,634,730.36; and authorize the use of the City's American Rescue Plan Act Revenue Loss funds for the first two years of funding.

Motion by Deputy Mayor Johnson, seconded by Mr. Foster, to approve the cooperative purchase of body cameras and related equipment utilizing American Rescue Plan Act Revenue Loss funds in the amount of \$1,634,730.36.

Mr. Bailey asked if funding sources for Years 3 to 5 could be revisited. Ms. Sherman confirmed same and said that Year 1 only was being approved at this time at a cost of \$321,504.36.

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

COMMITTEE AND COUNCIL REPORTS:

Councilmembers addressed various subject matters and provided updates on activities of agencies and boards on which they served as members.

NEW BUSINESS:

1. Resolution 2021-37, designating a portion of Emerald Lakes West Phase II development as a 'Golf Cart Community'.

The City Attorney read the resolution in caption only.

Jake Wise, CEG Engineering and representative for the developer, advised of the following changes to the Notes section on the Golf Cart Access Exhibit:

- Emerald Lakes will apply for FDOT permit to allow golf carts to cross Interstate 95 within the 12-foot multi-use path on St. Johns Heritage Parkway.
- Golf carts should only be used on the multi-use path on the north side of St. Johns
 Heritage Parkway. Golf carts are not allowed on the roadway pavement of St.
 Johns Heritage Parkway. >>Golf carts are allowed to use the multi-use path
 located north of the St. Johns Heritage Parkway in the right-of-way, approved
 crossings at signalized intersections across the St. Johns Heritage Parkway, and
 within the Emerald Lakes project street network.
- Golf carts will not be allowed to cross at non-signalized intersections. >>Golf carts will not be allowed to cross the St. Johns Heritage Parkway at non-signalized intersections.

Staff concurred with the exhibit changes.

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to adopt Resolution 2021-37, with the modifications to the exhibit. 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 2021-50, amending the Code of Ordinances, Chapter 50, Elections, by updating provisions contained therein, first reading.

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The item was considered earlier in the meeting after Recognitions and Proclamation.

3. Consideration of 2021 Certification of Taxable Value; Fiscal Year 2022 proposed Operating Millage Rate; Fiscal Year 2022 proposed Debt Millage Rate; and scheduling dates for the budget public hearings.

Staff Recommendation: Authorize the City Manager to advertise a Fiscal Year 2022 proposed operating millage rate of up to 7.8378; authorize the City Manager to advertise a Fiscal Year 2022 proposed voted debt millage rate of 1.3424; and to schedule the first public hearing date for Tuesday, September 7, 2021 at 6:00 p.m., and the second public hearing date for Wednesday, September 22, 2021 at 6:00 p.m.

Randall Olszewski, resident and member of the Citizens' Budget Advisory Board (CBAB) did not support exceeding the three percent (3%) cap. He commented that should Council desire to exceed the cap, it required a supermajority vote. If the proposed ordinance change to appoint an individual to Council until the special election was approved, he felt it may make the appointed individual feel obligated to approve exceeding the cap.

Susan Connolly, resident and member of the CBAB, felt that the three percent (3%) cap limited the city. She said that by exceeding the cap, it would only mean an increase of \$26 per individual taxpayer which would equate to \$1 million of extra funding in the budget.

Sophia Patterson, Brevard County resident, felt that if Council could not agree on issues now, then a lot of business would not get done in the future.

Aaron Parr, resident and Chairman of the CBAB, said the Board recommended that Council approve maintaining the current millage rate for the following reason: the growth of the city's needs and population would exceed what the three percent (3%) could fund and forces the city to continually choose which items the city chose to fund over many other services that were so direly needed such as police, fire, information technology, fleet, road maintenance, etc.

Mr. Bailey asked for clarification that the CBAB had recommended to exceed the cap. Mr. Parr confirmed same and said it was recommended to exceed the cap and maintain the current millage rate. Mr. Parr answered questions posed by councilmembers. Mr. Bailey said that with additional revenues coming to the City, such as the relief funding, and the fact that the City was seeing the large amount of growth in a single year over the

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past decade, he questioned why the CBAB would want to still exceed the cap. Mr. Parr said the City had to increase its services to meet the needs of the growth. Mr. Bailey said it would be a ten percent (10%) tax increase. Mr. Parr said it would be approximately \$29 per year, per taxpayer to generate \$1.2 million for the City.

Ms. Collins said that at the three percent (3%) cap rate, which was 7.5995, the revenue brought to the City would be \$37,913,418. If the millage was set at the current rate of 7.8378, revenue would be \$39,102,281, which would be an increase of \$1,180,863. If rollback rate of 7.4142 was used, \$36,988,723 in revenue would be generated and based on the proposed millage, the ad valorem revenue would be reduced by \$924,695.

Deputy Mayor Johnson asked if Councilman Bailey had a solution. Mr. Bailey said it was simply a matter of controlling the spending and explained his reasons.

Deputy Mayor Johnson said the request was for advertising and not to set the millage rate. He had announced previously and reiterated that he had no intention of going above the three percent (3%) cap. Mayor Medina agreed and said that the advertisement should be at the cap. Mr. Foster said the cap handicapped Council and although he did not agree with the advertising rate, he would go with staff's recommendation. Mr. Felix supported the request.

Mayor Medina asked why the rate could not be advertised at the three percent (3%) cap of 7.5995 since the budget was built around that rate. Ms. Sherman said the higher rate gave Council a little flexibility, if needed, before final approval in September. Council would not be locked into a lower rate if any issues arose prior to final adoption of the millage rate. Ms. Smith clarified that an emergency or critical need would be warranted, along with a supermajority vote of Council, in order to exceed the cap. Councilmembers announced that they did not want to exceed the cap.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to approve the advertisement, proposed operating millage rate, proposed debt millage rate and budget public hearing dates as recommended by staff.

Mr. Bailey clarified his previous comments and stated that if the rate was advertised at the three percent (3%) cap, it would take away any discussions of the supermajority vote. He said the stabilization fund was there if the City was affected by a hurricane.

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Motion carried with members voting as follows:

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

4. Consideration of Councilmembers attending a breakfast meeting for the Florida Black Caucus of Local Elected Officials in conjunction with the Florida League of Cities 2021 Annual Conference.

Sophia Patterson, Brevard County resident, felt that the Florida League of Cities was a political action committee and residents should not be paying for councilmembers to attend such an event. It should be paid at the expense of the councilmember.

Deputy Mayor Johnson and Councilmembers Foster and Felix would attend the breakfast and pay the cost from their personal funds. Council concurred.

ADMINISTRATIVE AND LEGAL REPORTS:

1. Ms. Sherman requested a Comprehensive Plan Visioning workshop on October 19, 2021, at 6:00 P.M. Council concurred.

PUBLIC COMMENTS/RESPONSES:

There were no public comments.

ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 1:29 A.M. on Friday, July 16, 2021.

ATTEST:	Robert Medina, MAYOR
Terese M. Jones, CITY CLERK	

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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, Chief Procurement Officer & Acting Public Works Director

DATE: 8/5/2021

RE: Award of Bid: Fiscal Year 2021 pavement rejuvenation – IFB 55-0-2021 – Public Works

Department (Pavement Technologies, Inc. - \$964,979).

As part of the FY 2021 Road Maintenance Program, the Public Works Department has identified the Phase 1 paved streets at the end of first year as good candidates for pavement rejuvenation for FY 2021. Rejuvenation is a petroleum-based additive to help revitalize and restore the chemical properties to extend the life of the asphalt as a tool for pavement preservation. Rejuvenation of roads after 1-3 years are the best candidates to extend the asphalt life for another 10 years to the original 20 year-life of the pavement.

The Procurement Department issued a bid on behalf of the Public Works department for pavement rejuvenation for four of the Phase 1 Units to include: Units 31, 32, 41, 42 and Eldron Boulevard. Only one bid was received from Pavement Technology, Inc. (PTI). This is an extremely limited vendor pool, and the bids the City has historically piggybacked also only had one response from PTI. In addition, Procurement Staff reached out to planholders to ask why they did not bid; reasons include not being able to meet the scope of work, and Palm Bay being outside of the contractor's business operations range.

The Procurement Department staff reviewed the bid for responsiveness. The Public Works Department evaluated the bid for responsibility and ability to perform the scope of services and found the sole bid to be acceptable, responsible and able to perform the work. The City also has had previous experience with Pavement Technologies, Inc. through piggyback agreements in Fiscal Years 2020, 2019, 2017 and 2016.

The budget for the FY 2021 is \$1 million and the bid from PTI is \$964,978.70. Utilizing this contract provides the City with the opportunity to initiate the City's Road Maintenance Program for roadway preservation. Public Works staff has reviewed the low bidder's Summary of Pay Items, Equipment List and References and is satisfied with the evidence provided by the contractor. Staff recommends Pavement Technologies, Inc. of Westlake, Ohio for award of IFB #55-0-2021/MS – Pavement Rejuvenation for \$964,978.70.

REQUESTING DEPARTMENT:

Public Works, Procurement

FISCAL IMPACT:

Total project award will be \$964,978.70. Funds are available in the Road Maintenance Fund to G/L Account 307-

7090-541-6304, Project No 21RD01 Unit 31, 32, 41, 42 and Eldron Boulevard.

RECOMMENDATION:

Motion to approve award of IFB #55-0-2021/MS - Pavement Rejuvenation to Pavement Technologies, Inc. of Westlake, Ohio.

ATTACHMENTS:

Description

Tabulation

	IFB #55-0-2021/MS Pavement Rejuvenation			Pavement Technology, Inc 24144 Detroit Road Westlake, OH 44145 440-892-1895 jpalmer@pavetehinc.com			
ITEM	ITEM DESCRIPTION	Est. Annual Qty	UOM	Uni	t Price		Total Price
1	Unit 31 Paved Streets	240,298.70	SY	\$	0.97	\$	233,089.74
2	Unit 32 Paved Streets	246,282.70	SY	\$	0.97	\$	238,894.22
3	Unit 41 Paved Streets	94,805.30	SY	\$	0.97	\$	91,961.14
4	Unit 42 Paved Streets	369,366.30	SY	\$	0.97	\$	358,285.31
5	Eldron Boulevard	44,070.40	SY	\$	0.97	\$	42,748.29
TOTAL BID AMOUNT			\$964,978.70				



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Greg Minor, Facilities Department; Valentino Perez, Building Official; Juliet Misconi, CPO

DATE: 8/5/2021

Contract: Master agreement and hourly rate schedule, architect and engineering design RE: services. Building E. City Hall Complex – RFQ 34-0-2021 – Utilities. Building, and Parks and

services, Building E, City Hall Complex – RFQ 34-0-2021 – Utilities, Building, and Parks and Facilities Departments (Silling Architects); and approval of Task Order 01-2021 against the

Master Agreement (\$543,750).

In accordance with the provisions of Section 287.055, Florida Statutes for Consultants Competitive Negotiation Act (CCNA), the City of Palm Bay solicited and accepted qualification submittals from individuals and firms to provide architectural and engineering design for a new building addition to the Malabar Road City Hall Campus. The primary occupants of the proposed building include the Building Department and the Utilities Department Customer Service Division. Services include planning, design, permitting and bidding support and construction administration. On May 6, 2021, City Council authorized staff to negotiate a Master Agreement and establish an hourly rate schedule with the highest ranked firm, Silling Architects located in Orlando, Florida.

A negotiation team representing the City was established and consisted of Chris Little, Utilities Director, Larry Bradley, former Growth Management Director, and Susan Blair, Acting Chief Procurement Officer. Following Council's authorization to negotiate, the team met multiple times and conducted negotiations with Silling Architects. The team and the firm successfully came to agreement on issues of contractual terms and conditions for the Master Agreement and hourly rates (Attachment A to the Master Agreement). In addition, the negotiation team successfully came to an agreement on the scope of services and cost proposal for Task Order 01-2021, Architectural and Engineering Design Services for New City Hall – Building B (Attachment B, to the Master Agreement). This Task Order is made up of 8 tasks for design and permitting, scheduled to be completed in Fiscal Year 2022. The Facilities Maintenance Department anticipates another Task Order for bidding and construction administration services for this project in Fiscal Year 2022 and will be presented to Council for approval.

REQUESTING DEPARTMENT:

Utilities, Parks and Facilities, Procurement, Building Department

FISCAL IMPACT:

The total Task Order #01-2021 is \$543,750.00. Funding is available in Building Department GL Account 451-3120-524-6201 for \$493,005.00 and Utilities Department GL Account 421-8011-536-6201 for \$50,745.00.

RECOMMENDATION:

Motion to

1) to approve and authorize the Chief Procurement Officer to finalize and execute the Master Agreement and Hourly Rate Schedule with the Silling Architects located in Orlando, Florida; and 2) approve and authorize Task Order #01-2021 Attachment B, Exhibit 1 against the Master Agreement for a total of \$543,750.00.

ATTACHMENTS:

Description

Master Agreement Exhibit B - Task Order 01-2021

CONSULTANT ENGINEERING SERVICES – ARCHITECHTURAL AND ENGINEERING DESIGN SERVICES – NEW CITY HALL BUILDING E MASTER AGREEMENT RFQ #34-0-2021/JM

This is an agreement entered into this ____ day of August 2021, 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 Silling Associates, Inc. 405 Capitol Street, Upper Atrium, Charleston WV 25801 (FEIN 55-0569383), hereinafter referred to as CONSULTANT. For and in consideration of the mutual agreements hereinafter contained, and for other good and valuable consideration, the CITY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide professional services as prescribed herein.

<u>SECTION 1 - GENERAL IDENTIFICATION OF SERVICES</u>

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

- 1. Specifications prepared by CITY in its Request for Qualifications No. 34-0-2021/JM, Architectural and Engineering Design Services New City Hall Building E, (Exhibit 1).
- 2. Qualification Submittal for CITY prepared by CONSULTANT dated March 2, 2021 (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:

- 1. Specific direction from City Manager or designee
- 2. This Agreement and any attachments.
- 3. Exhibit 1
- 4. Exhibit 2

All professional services provided by the CONSULTANT for the CITY shall be identified in the attached additional documents, hereby incorporated by reference:

- 1. Attachment A Schedule of Hourly Rates for Positions identified
- Attachment B, Exhibit I Scope of Services for Architectural and Engineering Services for the Palm Bay City Hall Building E: Task Order #01-2021
- Attachment B, Exhibit II Consultant's Cost Proposal and Hourly Rate Schedule for Attachment B, Exhibit I - Task Order 01-2021

Contract 34-0-2021/JM Page 1 of 24

The following attachments are anticipated Task Orders in future fiscal years in accordance with the scope of work as described in Exhibit 1 and may be incorporated pending successful negotiations, budget appropriation and CITY Council approval, if required:

- 4. Attachment C, Exhibit I Task Order #02-2021 [Future Task Order to be negotiated i.e., Bidding Support & Construction Administration]
- Attachment C, Exhibit II Consultant's Cost Proposal and Hourly Rate Schedule for Attachment C Scope of Services Task Order

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 they 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 associated with Exhibit "1" in accordance with the negotiated terms of this Agreement, and in accordance with accepted professional standards and practices. The CONSULTANT agrees to, without causing any delay in the project, correct any errors, oversights, or omissions and prepare any revisions at no cost to the City, that may be required because the work violates accepted professional standards and practices or if deemed to be inadequate, insufficient, or defective. This remedy shall be cumulative to all other remedies available under the Agreement.

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 the scheduling and coordination of all phases of the work.
- D. Supervise and coordinate the work of any subconsultants.
- E. Cooperate and coordinate with other CITY consultants, as directed by the CITY.

- F. Report the status of the work to the CITY upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the CITY or its authorized agent at any time.
- G. Submit for CITY review all design computations, sketches and other data representative of the work's progress at the percentage stages of completion that may be stipulated in Scope of Services Task Order Attachment(s) and submit for CITY approval the final work product upon incorporation of any modifications requested by the CITY during any previous review. Any CITY approval of the CONSULTANT'S work shall not be deemed to diminish the CONSULTANT'S responsibilities as set forth in this Agreement.
- H. Confer with the CITY during the further development and implementation of improvements for which the CONSULTANT has provided design or other services.
- I. Interpret plans and other 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 to the City.
- J. Prior to final approval of the work by the CITY, conduct and complete a preliminary check of any documents through any review committee, third party consultant or any county, city, state or federal agency from which a permit or other approval is required. Any approval obtained from the CITY or any other agency shall not be deemed to diminish or discharge the CONSULTANT from the responsibilities set forth in this Agreement.
- K. Following CITY'S approval of the construction documents and of the latest preliminary estimate of construction cost, when so directed and authorized by CITY, assist CITY in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.
- L. If requested, review and analyze the bids/proposals received by CITY, and make a recommendation for any award based on CITY's Procurement Ordinance.
- M. Provide CITY with a list of recommended, prospective proposers or bidders.
- N. Attend all pre-bid/pre-proposal conferences.
- O. Recommend any addenda, through CITY Engineer, as appropriate to clarify, correct, or change Proposal Documents. If Pre-Qualification of proposers is required as set forth in the Request for Bid/Proposal, assist CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers.

P. If requested, evaluate bids/proposals and bidders/proposers, and make recommendations regarding any award by CITY.

The CITY shall make decisions on all issues regarding interpretation of the construction documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from CONSULTANT, and the CITY shall have the absolute and undisputed authority to decide any differences or conflicts between the CONSULTANT and any Contractor for the City, and shall check and approve samples, schedules, shop drawings and other submissions for conformance with the concept of each Project, and for compliance with the information given by the Construction Documents. CONSULTANT shall also prepare Change Orders for the City's consideration, assemble written guarantees required of the Contractor, and review and recommend progress payments to the Contractor based on each Project Schedule of Values and the percentage of Work completed. All change orders must be in writing and signed by the CITY and the other parties/party to be bound by the change order.

The CITY shall maintain a record of all change orders which shall be categorized according to the various types, causes, etc. that the CITY may determine are useful or necessary for its purpose. Among those change orders shall be change orders identified as architectural/engineering errors or omissions. It is specifically agreed that any change to the work identified as an error on the part of CONSULTANT shall be considered to be an additional cost to CITY that would not have been incurred without the error. It is further specifically agreed that the actual documented increase in construction costs or fifteen percent (15%) of the construction costs of any item categorized as an omission, whichever is less, shall be considered an additional cost to CITY that would not be incurred without the CONSULTANT's omission. So long as the total of those two numbers (change order costs for errors and costs as defined herein for omissions) remain less than five percent (5%) of the total construction cost of the project, CITY shall not look to CONSULTANT and/or its insurer for reimbursement for errors and omissions. Should the sum of the two as defined above exceed five percent (5%) of the total construction cost, CITY shall recover the full and total additional cost to CITY.

To obtain such recovery, CITY shall deduct the cost to the CITY from CONSULTANT's fee. Should additional costs incurred by CITY exceed CONSULTANT's insurance deductible, CITY shall look to CONSULTANT and CONSULTANT's insurer for the remaining amount of additional construction costs incurred by CITY. In executing this agreement, CONSULTANT agrees to the reasonableness of these calculations and to

CITY's right to recover same as stated above and CONSULTANT ensures that its insurer has been provided a copy of this provision. The recovery of additional costs to CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages, which CITY may otherwise incur.

SECTION 4 - TIME OF COMPLETION

The services to be rendered by the CONSULTANT for each section of the work shall commence as specified in Section 7 of this Agreement and shall be completed within the time stated in Scope of Services Task Order Attachment(s).

A reasonable extension of time shall be granted by the CONSULTANT in the event there is a delay on the part of the CITY in fulfilling its part of the Agreement or should weather conditions, acts of God, any force majeure, or hidden conditions delay performance of the CONSULTANT's or the CITY's duties. Extensions of time shall be the sole remedy of the CONSULTANT for such delays, and the CONSULTANT will not be entitled to any damages or any claim for extra compensation for direct costs associated with such delay; CONSULTANT agrees that it will not be entitled to any damages or any claim for extra compensation for consequential damages of any type whatsoever for any such extensions including but not limited to damages and compensation for any direct or indirect financial damages, losses for extended corporate overhead impacted, extended project overhead impacts, project support, services, or by any other name or other legal concept, label or theory or any business damages or losses of whatever type or nature and CONSULTANT hereby knowingly waives any right to make any such claim or claims and acknowledges additional good and valuable consideration for such waiver and lack of entitlement to such damages, losses and compensation.

SECTION 4.1 - DELAY IN PERFORMANCE/FORCE MAJEURE

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

Any delay due to a force majeure, shall not subject CITY to any liability to CONSULTANT. 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 CONSULTANT for services rendered pursuant to this Agreement, all fees and other compensation computed in accordance with one or a combination of the methods outlined below, as specified in an approved Attachment A, Hourly Rate Schedule, Attachment(s) for Scope of Services Task Orders, and in accordance with a City issued Purchase Order:

- A. Hourly Rate the CONSULTANT shall be compensated at the attached Hourly Rate Schedule (Attachment A) for each hour of time engaged directly in the work.
- B. Lump Sum Fee At the option of the CITY, the fee for any requested portions of work may be lump sum if mutually agreed upon by the CITY and the CONSULTANT, stated in a written Scope of Services Task Order and referenced in the issued Purchase Order.
- C. Reimbursable Expenses The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for CONSULTANT services, provided such expenditures are previously and expressly authorized by the CITY in writing. All basic reimbursable costs including reproduction, deliverables, and travel should be included in any proposed Lump Sum Task 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 in advance in writing and upon receipt of satisfactory back-up materials, the CONSULTANT will be compensated for such reimbursable expenses. Such expenses may include:
 - a. Travel, Lodging and Meals, provided travel occurs in coach class and lodging and meals do not exceed the Domestic Per Diem rates listed in the current edition Appendix "A" of Chapter 301 of the Federal Travel Regulations.
 - b. Courier Services.
 - c. Facsimile (\$2.00 per facsimile).
 - d. Photocopies (\$.0.15 per page).
 - e. Long Distance and Conference Telephone Charges.
 - f. 3rd Party expenses, such as printing, incurred on behalf of CITY.
 - g. Other expenses approved by CITY in writing prior to the time CONSULTANT incurs such expenses.
- D. At least thirty (30) days prior to each anniversary date of this Agreement either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate shall constitute a

basis for issuing a Notice of Termination by the CITY. Any proposed changes in rates by the CONSULTANT shall be subject to the prior written approval of the CITY. In the event the CONSULTANT requests a change in rate, either party may terminate this Agreement in accordance with Section 15 should the proposed rates or fees not be mutually acceptable. If the CONSULTANT fails to request a rate adjustment prior to the anniversary date, the previous year's rates shall remain in effect.

E. The CITY shall not pay the items mentioned in Section 4 herein.

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 in accordance with Attachment A, B and C (and other Scope of Services Task Orders) 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. Each invoice shall include any authorized reimbursable expense, accompanied by appropriate documentation.
- C. Invoices for the work other than lump sum shall include a breakdown for each part of the work billed for each item and personnel as identified in Attachment A.

SECTION 7 - SCHEDULE OF WORK

The CITY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. Should a work revision effect a change in scope, cost or schedule of the work, the CONSULTANT shall submit such revision(s) for review and, if warranted, approval by the CITY in writing.

The CONSULTANT shall commence work within five working days of the Authorization to Proceed unless otherwise specified in the Authorization to Proceed.

SECTION 8 - 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 Chief Procurement Officer (CPO) 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 9 - 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 the CITY's 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 written consent of the Chief Procurement Officer (CPO).

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 9.1 - COURT APPEARANCE, CONFERENCES AND HEARINGS

This Agreement shall obligate CONSULTANT to prepare for and appear in litigation on behalf of CITY involving any dispute arising out of any work performed or services provided out of this Agreement all at no cost to the City. CONSULTANT shall also confer with CITY, its attorneys and experts, during the performance of the Services regarding the interpretation of this Agreement, the correction of errors and omissions, the preparation of any necessary revisions to correct errors and omissions or the clarification of service requirements, all at no cost to the CITY. Work by CONSULTANT, as a result of litigation, beyond the scope of the original work shall be considered an additional service that shall be paid in accordance with Section 5 of this Agreement.

SECTION 10 - 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 Chief Procurement Officer (CPO). 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 for the cost of labor.

SECTION 11 - 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 CITY'S representative will be:

Greg Minor, Facilities Maintenance Director

1150 DeGroodt Rd SW

Palm Bay, FL 32908

With Copies to:

Chief Procurement Officer and City Manager

120 Malabar Road, SE

Palm Bay, FL 32907

Palm Bay, FL 32907

Palm Bay, FL 32907

Any notices, reports or other communications from the CITY to the CONSULTANT shall be considered delivered three (3) days after being posted by U.S. mail to the CONSULTANT at the last address left on the file with the CITY. If delivered in person to CONSULTANT or the CONSULTANT'S authorized representative, delivery will be considered immediate. The CONSULTANT'S representative will be:

Mr.Tom Potts, President Silling Architects 650 E. Robinson Street, Suite 630 Orlando, FL 32801 321.296.8100

SECTION 12 - 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 and for a period of five (5) years after final payment is made. 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 13 – PUBLIC RECORDS

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

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- Provide the public 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 CONSULTANT 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 CONSULTANT has questions regarding the application of Chapter 119 Florida Statutes, to the CONSULTANT's duty to provide public records relating to

this contract, contact the custodian of public records at the City of Palm Bay Procurement Department, 120 Malabar Road SE, Bldg. B, Suite 200, Palm Bay, Florida 32907; 321-952-3424; or procurement@pbfl.org.

SECTION 14 - SUBCONSULTING

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. Subconsultant rates shall not be marked up by the CONSULTANT.

The CONSULTANT shall be fully responsible to CITY for all acts and omissions of any officers, representatives, agents, employees, or subconsultants of CONSULTANT.

Subconsultants 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 subconsultants in connection with the work performed.

SECTION 15 - CONTINGENT FEES

The CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company or corporation, individual, or firm, other than a bona fide employee working solely for the CONSUTLANT any fee, commission, percentage, gift or other consideration contingent upon or results from the award or making 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 16 - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for the duration of the PROJECT as defined in Exhibit 1 and Attachment(s) for Scope of Services Task Orders, unless it is terminated as provided herein.

SECTION 17 - TERMINATION FOR CONVENIENCE

The CITY reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate. Payment only for worked performed will be made in accordance with Section 6, Payment and Partial Payment. The City shall not be liable to Consultant for any consequential or incidental damages.

SECTION 18 – NON-APPROPRIATIONS

In the event sufficient budgeted funds are not available for a new fiscal period, the CITY shall notify the CONSULTANT of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

SECTION 19 - NOTICE OF DEFICIENCY

If the CONSULTANT is notified in writing of a fault, deficiency or error in the Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the CONSULTANT shall, at the CITY's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the CITY, or 2) refund to the CITY, any amounts paid by the CITY that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other CONSULTANTS.

SECTION 20 - TERMINATION FOR CAUSE/DEFAULT

The CITY may terminate with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified. Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for termination of the Agreement at the discretion of the City.

An event of default shall mean a breach of this Agreement by CONSULTANT as determined by CITY. 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;
- CONSULTANT has refused or failed to provide the Services as defined in this Agreement; or
- CONSULTANT has failed to timely address a fault, deficiency or error in the
 Work or criminal records of employees as provided in the Notice of Deficiency.
- 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.

If a CONSULTANT is in default on its contract with the CITY, the CITY shall follow the procedures contained herein:

- A. The CITY shall notify, in writing, the CONSULTANT to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period (such reasonable time should not be less than 10 days after receipt of such notice). The notice will also provide that, should it fail to perform within the time provided, the CONSULTANT will be found in default and removed from the CITY's approved vendor list.
- B. Unless the CONSULTANT corrects its failure to perform within the time provided, or unless the CITY determines on its own investigation that the CONSULTANT's failure is legally excusable, the CITY shall find the CONSULTANT in default and shall issue a second notice stating (i) the reasons the CONSULTANT is considered in default, (ii) that the CITY will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
- C. The defaulting CONSULTANT will not be eligible for award of a contract by the CITY until such time as the CITY is reimbursed by the defaulting CONSULTANT

for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.

- D. Pursuant to Section 38.14, Procurement Code of Ordinance, the defaulting CONSULTANT will be advised of the right to initiate written protest proceedings pursuant to Section 38.13 of the Procurement Ordinance within five (5) business days after the date of notification.
- E. Until such time as it reimburses the CITY for all reprocurement costs and the CITY is satisfied that further instances of default will not occur, the defaulting CONSULTANT shall not be eligible for award of a contract by the CITY. To satisfy the CITY that further instance will not occur; the defaulting CONSULTANT shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the CITY's remedies against the defaulting CONSULTANT at law or in equity.

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 consultant 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.

In the event of termination by the City:

- 1. The CITY'S sole obligation to the CONSULTANT shall be for payment of those portions of work which has been authorized and satisfactorily completed. Such payment shall be determined on the basis of the hours of work performed by the CONSULTANT, or the percentage or work complete as estimated by the CITY and agreed upon by the CONSULTANT up to the time of termination.
- 2. 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.
- 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.
- 4. 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. CONSULTANT may, provided the CITY gives its written consent, retain copies of such documents for record purposes.

SECTION 21 – 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, and hold harmless the City of Palm Bay, including but not limited to its officers, officials, and employees and all those others acting on the City's behalf (hereinafter CITY) against liability, loss, costs, damages, expenses, claims or actions, including but not limited to reasonable 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 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 22 - 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. <u>Commercial General Liability:</u> The CONSULTANT 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

insuring 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:**

CONSULTANT 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. <u>Professional Liability Insurance:</u>

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.

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 CONSULTANT 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 CONSULTANT to insure 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.

CONSULTANT 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 23 - QUALITY CONTROL

The CONSULTANT shall provide 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 in determining the CONSULTANT'S qualifications for future contracts with the CITY.

In accordance with the City's Procurement Manual, upon completion and close-out of the project, the project manager or contract administrator shall prepare a Vendor Performance Evaluation form (PROC-VP-001) rating the CONSULTANT'S level of service, and indicating whether they are recommended for future awards. A copy shall be provided to the Procurement Department for inclusion in the RFQ and vendor files. A copy shall be provided to the CONSULTANT.

SECTION 24 - 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 24.1 - 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 be responsible for technically-deficient designs, reports or studies, for two years after the date of final acceptance of the Services by CITY. 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, Section 8 of this Agreement shall govern all questions, difficulties and disputes of whatever nature that may arise under this Agreement. If resolution cannot be reached, the provisions of Section 20 shall apply.
- 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 25 - TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the CONSULTANT agrees to execute a truth-in-negotiations certificate and agrees that the original contract price and

any additions may be adjusted to exclude any significant sums by which the contract price is increased due to inaccurate, incomplete unit costs.

SECTION 26 - 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 27 - 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 the CONSULTANT.

SECTION 28 - INDEPENDENT CONSULTANT

CONSULTANT and its employees, agents, contractors and subcontractors shall be deemed to be independent and not CITY agents or employees. CONSULTANT, its employees or agents, contractors, subconsultants 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, or subconsultants shall not be deemed entitled to the Florida Workers' Compensation benefits as a CITY employee.

SECTION 29 - 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 30 - 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. By entering into this Agreement, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The CONSULTANT shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subconsultant knowingly violates the statute, the subconsultant must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of 1 year after the date of termination.
- 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 31 - 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 prejudgment 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, assignees, suppliers and employees.

SECTION 32 - ENTIRETY OF AGREEMENT

This writing, together with documents referenced herein, embody 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.

	IN WITNESS WHEREOF, 1	he pa	rties have hereunto set their hands and s	seals t	ihis
day o	of		, 2021.		
As a	pproved by City Council On:				
Α٦	ITEST:		CITY OF PALM BAY BREVARD COUNTY, FLORIDA		
Tere	ese Jones, City Clerk	Ву:	Juliet Misconi, Chief Procurement Officer		
WITI	NESS:		SILLING ARCHITECTS		
Ву:	(Name of Individual)	-	By:(Name of Individual)		
	Printed Name	_	Printed Name		

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA COUNTY OF BREVARD

Before me, the undersigned authority, personally appeared affiant, ______,
who being first duly sworn, deposes and says:

- 1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Palm Bay, Brevard County, Florida.
 - 2. That the undersigned firm is a corporation which engages in furnishing professional architect and engineering services and is entering into an agreement with the City of Palm Bay, Brevard County, Florida to provide professional services for a project known as the Palm Bay City Hall Building Hall Building E
- 3. That the undersigned firm has furnished the City of Palm Bay, Brevard County, Florida a detailed analysis of the cost of the professional services required for the project.
- 4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Palm Bay entered into the agreement for professional services on the project.
- 5. That the agreement which the undersigned firm and the City of Palm Bay entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Palm Bay determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT.

Consultant's Company Name

	By: <u>Thomas M. Potts</u>
	President
The foregoing instrument was acknowledged	d before me, by means of physical presence or
online notarization, this	day of,, (year) by
, who i	s personally known to me or who has produced
as id	lentification and who did (did not) take an oath.
WITNESS my hand and official seal i	in the State and County last aforesaid this, (year).
	Signature
	Notary Name (typed or printed)
	Title or Rank

CITY OF PALM BAY, FL

ATTACHMENT A - SCHEDULE OF HOURLY RATES

In accordance with City's Master Contract #34-0-21/JM July 20, 2021

Architectural - Silling Architects

Principal-in-Charge	\$195/hr
Design Principal	\$195/hr
Project Manager	\$175/hr
Architectural Designer	\$155/hr
Interior Designer	\$135/hr
CAD Technician	\$95/hr
Administrative	\$75/hr

Geotechnical - Terracon

Principal Engineer	\$195/hr
Senior Engineer	\$175/hr
Project Engineer	\$150/hr
Staff Engineer	\$110/hr
CADD Technician	\$75/hr
Administrative Assistant	\$65/hr

Mechanical Electrical – Ingenuity

Principal-in-Charge	\$275/hr
Senior Project Manager/Engineer	\$195/hr
Senior MEP Designer	\$150/hr
CAD Technician	\$125/hr
Administrative	\$110/hr

Structural Engineering – MK

Structural Engineer	\$200/hr
CAD Technician	\$120/hr
Administrative	\$100/hr

Cost Estimating – CMI

Cost Estimator	\$114.40/hr
Administrative	\$83.60/hr

Survey, Site Civil - Atwell

Senior Project Manager	\$210/hr
Senior Engineer	\$185/hr
Engineer/Designer	\$165/hr
Technician	\$110/hr
Field Survey	\$170/hr
Project Manager/Senior Surveyor	\$185/hr
Surveyor	\$125/hr
Clerical	\$ 80/hr
CADD Draftsman	\$100/hr

Landscape Architecture - NAK

NAK Director	\$270/hr
Senior Project Manager	\$180/hr
Senior Project Coordinator	\$100/hr
Project Coordinator	\$ 85/hr
Field Surveyor	\$170/hr

CITY OF PALM BAY, FL

ATTACHMENT B, EXHIBIT 1 SCOPE OF SERVICES FOR A/E SERVICES FOR THE PALM BAY CITY HALL BUILDING E

In accordance with City's Master Contract #34-0-2021/JM July 20, 2021 TASK ORDER #01-2021

Section I. Background

The City of Palm Bay, Florida seeks to design and build an addition to its Malabar Road City Hall Campus. The new building is anticipated to be approximately 30K to 40K square feet, and either three or four stories depending on funding capacity. The primary occupants of the proposed building include the Building Department and the Utilities Department Customer Service Division. The building is also intended to be developed with additional open floor plate to accommodate future use for other City departments or potential swing space needed for renovation of other City Hall Campus Buildings.

Silling Associates, Inc. has been selected to provide comprehensive architectural and engineering design services for the new facility to include the following items. The construction project delivery method shall be competitive single-prime Design/Bid/Build.

- Geotechnical and Subsurface Investigation
- Site Survey
- Civil and Site Design
- Landscape Design
- Architectural Programming
- Architectural Planning and Design
- Interior Design
- Furniture Fixtures and Equipment Preliminary Design Coordination
- Structural Design
- HVAC Design
- Plumbing Design
- Electrical Power and Lighting Design
- Communications Design
- Fire Protection Design
- Permitting
- Construction Cost Estimating

Work not Included in this scope to be performed under a subsequent Task Order:

- Bid Assistance
- Construction Administration

Section II. Scope of Work

Task A: Project Management- General: The Architect will provide Design Phase Project Management to include:

- Attend Project Meetings
- Written and Oral Communication with the Owner's Project Manager
- Coordination of the Architect's Sub Consultant
- Design Project Schedule and Budget Management

Task B: Geotechnical and Subsurface Investigation: As a component of this agreement, the Architect's sub-consultant shall perform a Geotechnical and Subsurface Investigation and Report of the Proposed Building Location located adjacent to the Palm Bay City Hall Building A for the purposes of evaluating soils conditions and recommendations for foundation design, storm water and parking design.



Task C: As a component of the agreement, the Architect's sub-consultant shall provide a site survey of the immediate of the grounds indicated in the red outline to include site utilities, contours at 1"-0 grade intervals, critical spot elevations, boundaries, building edge lines where the limits of the survey encounter existing buildings.

Task D: Programming: The Architect and subconsultants will meet with the City's stakeholders and conduct the necessary research to determine the building's programmatic requirements and compile a <u>Palm Bay City Hall Building E Program Document</u> to include an outline of the items indicated below. At the conclusion of the Programming Task, the Architect will submit a preliminary document to the City

for review and comment, make requested revisions, and provide a final document and presentation to the City's Project Manager, and if required provide a presentation to the Palm Bay City Council. The Programming effort will establish the overall project requirements and provide sufficient project scope and project cost information for prioritization, and sufficient information to approve a three- or four-story building for further design. The Architect will not be required to pursue multiple floor design options in subsequent design phases.

- <u>Building Code Extract</u> indicating the primary relevant building codes, building occupancy classification, required construction type, zoning height and area limitations, and other factors that impact preliminary building planning.
- <u>Sustainability Objectives indicating</u> the general requirements and the approach to building sustainability and energy performance goals.
- <u>Building Components</u> that are anticipated to be included are the Building Department, Utilities Department Customer Service Division, and other departments to be determined by the City during the Programming task. The City desires to provide additional shell space for future use and the amount of area will be based upon funding capacity and other factors that may be discovered during programming. The detail will include specific space requirements including a tabular listing of each room and area with the required square footage, department and space adjacencies within department, departmental vertical stacking, shared and common areas, special features and requirements.
- <u>Connection to Existing Building:</u> requirement and approach for physical connection to existing City Hall Campus Building A.
- <u>Walk up or Drive-through Customer Service Window</u>: general requirement and approach to exterior customer service accommodations.
- Interior Construction: general approach to interior wall construction building materials including public and staff circulation, departmental separation, office and work space partitions, records rooms, special equipment areas, toilets, vertical shaft separation for stairs, elevator(s) and mechanical service.
- <u>Interior Finishes</u>: general approach to interior finishes including the approach to public spaces, offices and work areas, restrooms, and mechanical areas.
- <u>Furnishings:</u> general requirement for loose furniture, fixtures, and equipment including typical private office configurations and open office work station environments, special equipment, and other requirements.
- <u>Elevator Equipment</u>: general requirement for elevator capacity, machine or machine-roomless equipment, and cab finish level.
- <u>Signage:</u> general requirement for Palm Bay City Hall campus directional signage, Building E exterior signage, interior public wayfinding signage and code required room signage.
- <u>Structural:</u> probable building foundations as recommended by the geotechnical engineer and structural system options as recommended by the project structural engineer.
- <u>Building Envelope</u>: alternatives to exterior wall system construction and roofing with related energy performance requirements.
- <u>Security</u>: general requirements for electronic security including intrusion alarm, public notification, access control and video surveillance management systems.
- HVAC: anticipated load requirements and preferences/performance needs for type and quality
 of centralized and decentralized heating and cooling equipment, interior or exterior building

- located equipment and HVAC control types.
- <u>Plumbing</u>; anticipated use and system preferences for potable water, sanitation, and building storm water systems.
- Fire Protection: general requirements for wet or special systems.
- <u>Electrical Power Distribution System</u>: anticipated load requirements_and distribution system including special requirements for standby or emergency power.
- <u>Electrical Lighting:</u> general requirement for building interior and exterior lighting including fixture type recommendations, preferences and lighting control systems.
- Communications: general requirements for Fire Alarm System, Telephone and Data systems.
- <u>Site</u>: general requirements for grading, landscaping, parking, pedestrian circulation, storm water management, site lighting, and site utilities.
- <u>Building Volume</u>, <u>Blocking and Stacking Graphic Study</u>: development of a three-dimensional, digital format, volume graphic study indicating the location on the Palm Bay City Hall Campus and physical relationship to adjacent campus buildings, the general placement and arrangement of building departments, public circulation, public toilets, and support spaces. The study will include recommended floor-to-floor heights and total building heights of both three- and four-story building approaches.
- Programming Level Project Cost Estimate: development of cost estimate to include probable site development and building construction cost, estimating contingency, construction contingency, allowances, building code required Owner third-party testing and inspections, other Owner administrative costs, Furniture Fixtures and Equipment.

Task E -1: Preliminary Schematic Design:

Based on the programmatic elements approved by the City in Task D, the Architect will prepare two conceptual options including preliminary site plan, building floor plans, building elevations, building sections, and three-dimensional digital images of the design for the City's review and comment. The Architect will make general revisions to the preferred options based on the City's review comments and present the option for the approval of the Preliminary Schematic Design. The Architect will provide a presentation to tProject Manager and other stakeholders and if required provide a presentation to the Palm Bay City Council.

Task E-2: Final Schematic Design:

- Upon the City's approval of the desired conceptual option presented in Task E-1, the Architect will further develop the Schematic Design. The Architect will submit site plan, building floor plans, building elevations, building sections, and three-dimensional digital images of the design for the City's review and comment and approval.
- The Architect will submit an update of the building systems narratives included in the Program Document.
- The Architect will submit a Schematic Design Level Project Cost Estimate and request the City's approval.
- The Architect will provide a Schematic Design presentation to the City's Project Manager and other stakeholders and if required provide a presentation to the Palm Bay City Council.

Task F: Design Development

Based on the City's approval of the Schematic Design Documents and Project Cost Estimate

included in Task E-2, the Architect will prepare Design Development Documents for the City's approval including plans, sections, elevations, system diagrams and preliminary details further defining the building site and civil, architectural, structural, mechanical, electrical and communications systems. The Design Development Documents shall include outline specifications

- The Architect will submit a Design Development Level Project Cost Estimate and request the City's approval.
- The Architect will provide a Design Development presentation to the Project Manager and other stakeholders and if required provide a presentation to the Palm Bay City Council.

Task G: Construction Documents

- Based on the City's approval of the Design Development Documents and Project Cost Estimate included in Task F, the Architect will prepare Construction Documents for the City's approval. The Construction Documents shall further illustrate and describe the further development of the building site and civil, architectural, structural, mechanical, electrical and communications systems included in the Design Development Documents and shall consist of detailed drawings and specifications indicating the scope and performance qualities required for construction.
- The Architect will submit a Construction Document Level Project Cost Estimate and request the City's approval project estimate.
- The Architect will provide a Construction Document presentation to the Project Manager and other stakeholders and if required provide a presentation to the Palm Bay City Council.

Task H: Permitting

Indicated in Section IV.

Section III. Project Representatives/Project Team

City's Project Manager:

Architectural

Silling Associates Inc.: Orlando, FL Principal in Charge: Tom Potts, RA, AIA

Design Principal: Jody Driggs, RA Project Manager: Jeff McComas, RA

Project Architectural Designer: Hugo Arboleda

Interior Design: Susan Farley

Geotechnical Engineering:

Terracon: Winter Park, FL

Senior Geotechnical Engineer: Jay Casper, PE

Project Geologist: Mark Mulligan. PG

Civil Engineering:

Atwell: Orlando, FL

Principal/ Civil Engineer: Robert Schanck, PE

Civil Engineer: Keith Haugdahl, PE

Landscape Architecture:

NAK Design Strategies: Orlando, FL

Tele. 407-505-6600 John Griffin, PLA

Structural Engineering:

MK Structural Engineering: Melbourne, FL

Tele. 321-600-0672

Structural Engineer: Michael Kalajian, PE

Mechanical Electrical Engineering

Ingenuity Engineers: Orlando, FL

Tele. 407-398-6007

Principal/Electrical Engineer: David Green, PE Senior Electrical Engineer: Joe Harrill, PE

Principal/Mechanical Engineer: Brian Hessinger, PE

Senior Mechanical Engineer: Joe Harrill, PE

Cost Estimator:

CMI Orlando, FL Tele. 407-293-4168. Ganesh Jiawon, CGC

Section IV. Permitting

The following preliminary listing of required permits will be validated during the Programming Phase Task D and submitted for approval by the Architect at the conclusion of Construction Documents Task G. All permitting fees are the responsibility of the City of Palm Bay and are not included in the Architects fee.

- Army Corp of Engineer Determination
- City of Palm Bay Right of Way Use Permits
- City of Palm Bay Site Plan and Site Work Permit
- Florida Department of Environmental Protection (water, sewer, fuel, etc.)
- Melbourne-Tillman Water Control District
- St Johns River water Management District Environmental Resource Permit

Section V. Owner's Responsibilities

Upon request, the City shall provide the Architect where available CAD format and hard copy drawings of existing buildings, site, and surveys; operations and maintenance information of existing mechanical electrical, elevator equipment, data, access control and video management systems, etc. for use in designing and developing specifications for the project.

Section VI. Deliverables

Deliverables are indicated in the description of Tasks B - H

Section VII. Schedule

The project will begin with five days of the City's 'Notice to Proceed. The following proposed schedule requires availability and access to the City's end-users, stakeholders, and decision makers in a timely manner. The City will approve the Architect's submissions within the time-frame indicated and the schedule will be adjusted if required due to the necessary approval time frame. The Architect will proceed to the subsequent task

Weeks 1 - 6

Task B: Geotechnical and Subsurface Investigation Report

Task C: Site Survey

Task D: Programming 4 weeks

Task D Review and Approval 2 Weeks

Weeks 7 - 14

Task E-1: Preliminary Schematic Design

Task E-2: Final Schematic Design

Task E Review and Approval 2 weeks

Weeks 15 – 23

Task F: Design Development

Task F Review and Approval 2 weeks

Weeks 24 - 36

Task G: Construction Documents
Task G review and Approval 2 weeks

Weeks 37 - 45

Task H: Permitting

Section VIII. Method of Compensation

The method of compensation for Task Order 1 shall be a flat fee per the sub tasks A – H. See Attachment B, Exhibit II for detailed breakdown of hours. Billing shall be on a monthly basis based on the percentage of completion of each task.

Task A: Project Management	\$24,284
Task B: Geotechnical Subsurface Report	\$15,280
Task C: Survey	\$ 7,985
Task D: Programming	\$37,950
Task E-1: Preliminary Schematic Design	\$36,615
Task E-2: Final Schematic Design	\$54,674
Task F: Design Development:	\$143,974
Task G: Construction Document	\$199,168
Task H: Permitting	\$23,820
Total Task Order 1	\$543,750

Section IX. Estimated Construction Value and Preliminary Project Budget

Building Construction	\$7,200,000
Site Development	\$ 800,000
Total Construction	\$8,000,000
Contingency	\$ 488.000
Permitting	\$ 50,000
Owner 3 rd Party Testing	\$ 60,000
Owner Power Aid to Construction	\$ 20,000
Furniture Fixtures and Equipment	\$ 300,000
Design Fee Task Order 1	\$ 543,750
Design Fee Task Order 2 Estimated	\$ 181,250
Total Estimated Project	\$ 9,643,000

Section X. Acceptance

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an Agreement and Notice to Proceed for the accomplishment of this work.

SILLING ASSOCIATES, INC.	CITY OF PALM BAY	
Tom Potts, President Silling Associates, Inc.	Juliet Misconi, CPPO, CPPB Chief Procurement Officer	
Date	Date	
	Council approval date, if applicable	

CITY OF PALM BAY, FL ATTACHMENT B, EXHIBIT II- CONSULTANT'S COST PROPOSAL AND HOURLY RATE SCHEDULE FOR ATTACHMENT B, EXHIBIT 1 – TASK ORDER #01-2021

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CITY OF PALM BAY, FL ATTACHMENT B, EXHIBIT II- CONSULTANT'S COST PROPOSAL AND HOURLY RATE SCHEDULE FOR ATTACHMENT B, EXHIBIT 1 – TASK ORDER #01-2021

	DESCRIPTION OF WORK	QTY.		RATE	UNIT	A	MOUNT
		Q11.		ILIIL	CIVII		
I.	FIELD EXPLORATION						
	A. ATV / Mud Bug Mobilization	1	\$	600.00	each	\$	600.00
	B. Standard Penetration Test (SPT) Borings (5 to 40 3 to 20 ft)						
	0 - 50 foot depth	260	\$	13.50	per 1.f.	\$	3,510.00
	50 - 100 foot depth	0	\$	15.00	per 1.f.	\$	-
	C. Grout Seal Boreholes:	200					
	0 - 50 foot depth	200	\$	6.00	per l.f.	\$	1,200.00
	50 - 100 foot depth	0	\$	7.50	per 1.f.	\$	-
	D. Casing Allowance:						
	0 - 50 foot depth	0	\$	8.00	per 1.f.	\$	-
	50 - 100 foot depth	0	\$	10.00	per 1.f.	\$	-
	E. Drill Rig and Crew					\$	-
	-Land	2	\$	175.00	hour	\$	350.00
	F. GPR for utilities	1	\$	1,200.00	day	\$	1,200.00
	F. Site Reconnaissance/Coordinate Utility Clearance					\$	-
	Senior Engineering Technician	12		\$75.00	hour	\$	900.00
	Project Engineer	4		\$150.00	hour	\$	600.00
	Subtotal					\$	8,360.00
II.	LABORATORY TESTING						
	A. Grain Size-Sieve Analysis (Wash No.200 Sieve)	8	\$	45.00	per test	\$	360.00
	B. Grain Size-Sieve Analysis (Full)	0	\$	60.00	per test	\$	-
	C. Natural Mosture	8	\$	15.00	per test	\$	120.00
	D. Atterberg Limits	2	\$	80.00	per test	\$	160.00
	E. Organic Loss	2	\$	45.00	per test	\$	90.00
	E. Permeability	3	\$	150.00	per test	\$	450.00
	Subtotal				•	\$	1,180.00
III.	ENGINEERING AND TECHNICAL SERVICES						
	A. Principal Engineer	4	\$	195.00	per hour	\$	780.00
	B. Senior Engineer	8	\$	175.00	per hour	\$	1.400.00
	C. Project Engineer	16	\$	150.00	per hour	\$	2,400.00
	D. Staff Engineer	8	\$	110.00	per hour	S	880.00
	E CADD Technician	2	\$	75.00	per hour	s	150.00
	F. Administrative Assistant	2	\$	65.00	per hour	\$	130.00
	Subtotal	-	•	05.00	per nom	<u> </u>	5.740.00
							5,710.00
	TOTAL FOR PROJECT					\$	15,280.00



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Christopher A. Little, P.E.; Juliet Misconi; Larry Wojciechowski

DATE: 8/5/2021

RE: Miscellaneous: Seepex cake pump, North Regional Wastewater Treatment Plant belt filter

press (emergency purchase) – Utilities Department (Hudson Pump and Equipment - \$103,950); and appropriation of funds on next scheduled budget amendment (\$120,000).

The Seepex Cake Pump at the North Regional Wastewater Treatment Plant (NRWWTP) Belt Filter Press, also known as a sludge dewatering facility, is failing and must be replaced. This replacement is included in the FY22 budget under project 22WS19, in the amount of \$120,000. Staff has determined that the replacement of the pump cannot wait until October. Once ordered, it will take approximately ten (10) weeks for the pump to arrive for installation. The pump is over ten years old and has been exhibiting systematic failures. Even with continual repairs and maintenance of the pump, failure is imminent.

This pump is a vital component of the sludge and solids removal process at the NRWWTP. A subcomponent of the belt filter press, the pump conveys dewatered, pressed biosolids to a trailer for transport and disposal. If this pump fails, the NRWWTP would not be able to properly process the dewatered biosolids for disposal and a portable sludge dewatering facility would be required for emergency use.

Without a properly working cake pump, there is a greater probability of illicit discharge of sewage and/or biosolids into the deep injection well. Additionally, the Department may be unable to legally dispose of the accumulated, liquid biosolids.

The Department has obtained quotes from Hudson Pump and Equipment for the purchase and installation of the replacement Seepex Cake Pump for a total cost of \$103,950 (pump cost of \$92,450 and installation cost of \$11,500).

The Department is requesting fund appropriation from Fund Balance for the purchase and installation of a Seepex pump for the NRWWTP belt filter press. A budget amendment in the amount of \$120,000 will be submitted. This is the same amount proposed for the project in FY22. The additional funds will serve as a contingency to cover expenses for any unforeseen conditions. Contingency funds remaining once the project has been closed will be returned to the appropriate Utility Fund Balance.

The Department is requesting approval for the emergency and sole source procurement of the replacement Seepex Pump and installation of the pump from Hudson Pump and Equipment. Hudson Pump and Equipment, a Division of Tencarva Machinery Company, is the sole authorized representative for Seepex, Inc. in the State of Florida.

Per City Code of Ordinance 38.12 EMERGENCY PURCHASES: The Chief Procurement Officer may make or authorize emergency purchases as defined herein. In the event of an emergency, such as a declaration of emergency pursuant to Fla. Stat. 252.38, by the Governor, or Fla. Stat. 252.38, by the County or City, an

equipment failure, catastrophic damage to City property, or other similar unexpected event, all formal competitive bidding procedures are waived, and normal procurement procedures and requirements directly related to such emergency shall be suspended; and with the approval of the City Manager or the Chief Procurement Offices, the head of any department may purchase any required emergency supplies, materials, equipment or services. The head of such department shall send to the Chief Procurement Officer a requisition and copy of the delivery record together with a full justification and circumstances of the emergency. Records of emergency purchases shall be maintained by the Chief Procurement Officer. A record listing of all emergency purchases exceeding the mandatory City Council approval amount shall be submitted to the city Council within ninety (90) days of said purchase.

REQUESTING DEPARTMENT:

Utilities, Finance, Procurement

FISCAL IMPACT:

Pending approval of the budget amendment, amount \$120,000 funds will be available in the Utilities Department's Renewal & Replacement Fund 424-8032-535-6221, project 21WS27.

RECOMMENDATION:

Motion to 1) approve appropriation of funds on the next scheduled budget amendment, amount \$120,000; and 2) approve the emergency purchase and installation of the Seepex pump in the amount of \$103,950 from Hudson Pump and Equipment.

ATTACHMENTS:

Description

Hudson Pump and Equipment Quotes Pump & Installation Emergency form Hudson Pump and Equipment Seepex Sole Source Letter



Division of Tencarva Machinery Company

Company: City of Palm Bay

Attn: Adam Prestidge

Location: Palm Bay FL

Phone: 321-210-5414

Email: Adam.prestidge@palmbay florida.org

From: Robert Maxwell

3524 Craftsman Boulevard Lakeland, FL 33803-7307

Tel: (863) 665-7867 Fax: (863) 666-5649 Cell: (863) 559-3421

Date: 7/19/2021

No. Pages: 6

Quote No.: 2121REM1

Terms: N30 (WAC)

F.O.B.: Shipping point

Freight: included

Conditions of Service: Replacement seepex Cake Pump to commission #: 823663.2

We are pleased to quote as follows:

Qty.	Description	Price Each	Delivery
1	Seepex Cake Pump Commission#: 823663.2 Model: BTHE 35-24 / B2-B2-L8-F0-GAM Assembled Package Includes: inlet feed hopper with ribbon auger, new rotor, stator, 25hp motor c-faced to a gear reducer, new TSE temperature switch, ultra-sonic level sensor. (reusing existing base and control panel) Notes: *Please see additional data sheets for more information	\$92,450.00	8-10 weeks
	Quotation valid for 60 days		

Best Regards, Robert Maxwell



qty.: 1 Progressive cavity pump

BTHE 35-24 / B2-B2-L8-F0-GAM

Application data

Conveyed product Dewatered Sludge Cake

Remark Duplicate to Commission #823663

Flowability not flowable

Viscosity | low viscosity (< 500 cP/mPas)

Solids content not specified Size of solids not specified

Density unknown, 1 kg/dm³ assumed

Product temperature 32°F - 113°F

pH value 5-9

Kind of operation continuous **Operating hours** 8 h/day

Locationindoor, humid atmosphereAltitude of installationup to 1000 m assumedSurrounding temperaturenormal (32-113°F)

Performance data

Capacity Pressure Speed

15 USGPM 250 psi 69 rpm min 25 USGPM 250 psi 89 rpm max

Starting torque 1000 lb.ft Req. operating power at pump shaft 9.4 HP

Inlet pressure flooded (pressureless)

inet pressure nooded (press

NPSHr 6.8

Tolerances according to SEEPEX standards.

Materials and executions

Installation horizontal

Direction of rotationcounter clockwise (left)Lantern - Designwith cover platesLantern - MaterialEN-JL 1040 (gci-25)

Feed hopper - Design Inlet hopper with separation, drain plug, and w/ cleanout and

4" Ansi Flush Conn in Pos 2

Feed hopper - Material1.0037 (st. 37-2)Feed hopper - Connection design1500 x 400 mmFeed hopper - Hopper positionposition 1

Feed hopper - Flushing connection ANSI 4" Class 150

Feed hopper - Flushing connection position position 2

Pressure branch - Design standard

Pressure branch - Material EN-JL 1040 (gci-25)

Pressure connection 5" ANSI B16.5 Class 300 RF

Joint - Design UJ-sleeve prot. both sides 1.4404, divided

Joint - Material standard, holding bands 1.4301

Joint - Universal joint sleeve: material NBR - Perbunan

Coupling rod - Design with stator-sided feed screw

Coupling rod - Material 1.0037 (st. 37-2)

Ribbon auger - Design reinforced w/ stiffening ring

Ribbon auger - Material 1.0037 (st. 37-2)

Rotor - Design standard

Rotor - Material 1.0503 (C45) / AISI 1045 **Rotor - Coating** ductile chromium coating

Stator - Design standard, with TSE, sensor sleeve 1.4404

Stator - MaterialNBR - PerbunanShaft sealingmechanical seal

HUDSON PUMP FLORIDA



Code GAM - single acting mechanical seal

Quench design 3

With refillable supply tank. Quench chamber is filled with SEEPEX 50300 (glycerine) or for food applications with SEEPEX 60200, container is empty and has to be filled before

commissioning.

- capacity of supply tank: approx. 140 ml

- materials of construction: nickel plated brass, plexiglass,

NBR

Shaft diameter 100 mm
Make Burgmann
Rotating/stationary seal face SiC SiC
Elastomers FPM

 Spring
 1.4571 / AISI 316Ti

 Metal parts
 1.4571 / AISI 316Ti

 Type
 MG1-G60 Q1Q1 VGG

Casing - material 1.4408 / ASTM A351 grade CF8M

Casing - connection standard NPT
Plug-in Shaft - Design standard

Plug-in Shaft - Material 1.4021 / AISI 420

Bolting - Design completely stainless steel

Painting - Number of colorssingle-coloredPainting - Painted componentscomplete combination

Painting - Color Epoxy System (SEEPEX Blue)

Painting - Surface protection std. surface protection C2 (NDFT 95 μm)

Drive

Type Gear & Motor at freq. inv.

(Inverter is not included)

Make SEW

Model RF107AM284RS

Mounting position B5
Ratio (i) 29.49

 Norm
 Min
 Max

 Speed
 72 rpm
 69 rpm
 89 rpm

 Motor speed
 1800 rpm
 1714 rpm
 2224 rpm

 Frequency
 60 Hz
 57 Hz
 74 Hz

MakeBaldorModelCECP4103TRated output25 HPRated speed1800 rpm

Mounting position NEMA C-face/footed

Flange diameter 11.25 Shaft diameter 1.875

Starting direct on frequency inverter

Efficiency class IE1

Terminal box position acc. to supplier not specified not specified not specified

Voltage 230/460 V
Frequency 60Hz
Enclosure TEFC
Thermal class F

Winding protection M23A NO T-stats

Anti condensation heaters E30 - 120V Space Heater

Remark for drive PREMIUM EFFICIENT TEFC (20:1 CT)

Remark for drive w/ Anti-Reversal Backstop (BS to allow CW rotation when

viewing end of GR output shaft)

The frequency inverter has to follow a linear U/f characteristic curve (constant torque).

HUDSON PUMP FLORIDA



It's essential to have a minimum overload capability of 150% for at least 60 seconds. (see technical data sheet)

Dry running protection device (TSE)

Design standard design, complete

- sensor sleeve fitted to the stator of the pump with integrated temperature sensor

- connection head (IP55)

- separate TSE control device suitable for

mounting inside a control panel

Voltage 110-115 V / 50-60 Hz

Temperature coefficient NTC

1.4404 / AISI 316L Material sensor sleeve

Material connection head aluminium

Packing

Type of packing skid (US) Type of transport truck

Quantity of pumps per package 1 pump per package

Accessories

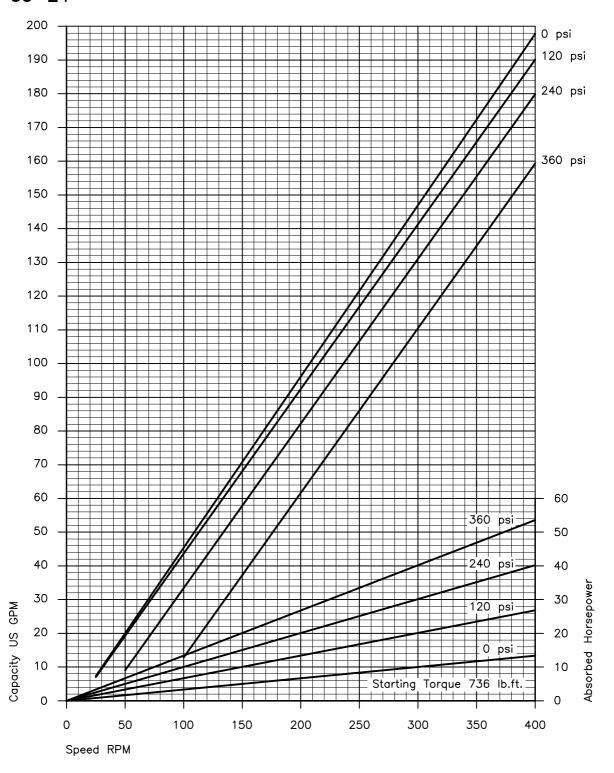
Qty (1) - Endress& Hauser FDU91 Ultrasonic Level Sensor Design

w/ 5meter cables and SGREHFDU91RG1AA Alignment Unit FAU40-2G SGREHFAU402G and Measuring Transducer FMU90 (for wall mounting)

Output signal 4-20mA / Connection Voltage 90-253 VAC, 50-60Hz SGREHFMU90R11CA

SEEPEX. ALL THINGS FLOW

Characteristic Curves Size 35-24



Values based upon water 68°F; For notes on drive selection refer to PER

Hudson Pump & Equipment A Division of Tencarva Machinery Company

Quotation Terms and Conditions

Tencarva Machinery Company dba Hudson Pump & Equipment ("Tencarva") agrees to contract with Buyer for the sale of the equipment described herein (the "Products") and services to be performed by Tencarva in connection the Products (the "Services") only if Buyer's acceptance of Tencarva's offer to sell contains all of the terms set forth herein. Tencarva hereby objects to any additional terms. Any confirmatory action by the Buyer or acceptance of the Products or Services shall constitute assent to these terms and any additional terms set forth therein shall not be effective or binding.

- 1. The Services are warranted to be performed in a workmanlike manner. The determination of compliance with this warranty will be based on testing under controlled conditions with calibrated instruments in accordance with the standards of the Hydraulic Institute or other nationally recognized accreditation standards. If any nonconformity with this warranty appears within 45 days after the Services are performed, the exclusive obligation of Tencarva shall be to re-perform the nonconforming Services in a conforming manner. Such a correction of nonconformities shall be Buyer's exclusive remedy with respect to the Services delivered or performed by Tencarva. Tencarva's liability on any claim shall in no case exceed the purchase price allocable to the Services which gives rise to the claim.
- 2. To the extent assignable, Tencarva shall assign to Buyer, without recourse to Tencarva, all warranties of the manufacturer of the Products made with respect to the Products. Tencarva makes NO IMPLIED WARRANTIES OF ANY TYPE, WHETHER OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE with respect to the Products or Services, and no warranties or guaranties, express or implied, are made by Tencarva except as specifically provided herein.
- 3. IN NO EVENT SHALL TENCARVA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND ATTORNEY'S FEES, WITH RESPECT TO THE PRODUCTS OR SERVICES OR OTHERWISE. Tencarva shall have no liability with respect to any installation adjustments, repairs or other work done upon or in connection with the Products by Buyer or others. Any cause of action against Tencarva arising out of or relating to the Products or the Services shall expire unless brought within one year of time of accrual thereof.
- 4. Once <u>placed</u>, orders for the Products or Services by Buyer may be canceled only with Tencarva's approval upon payment by Buyer for work performed and/or expenses incurred by Tencarva to <u>the</u> date of cancellation. Buyer shall pay Tencarva for interest on any amount not paid when due at a rate of one and one half percent (1 1/2%) per month, or the maximum rate permitted by law, whichever is less, together with all costs of collection. All prices for Products and Services are exclusive of all taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by Buyer.
- 5. To the extent that Products or any portion thereof are supplied according to Buyer's design or instructions, are modified by Buyer, are combined by Buyer with equipment or things not furnished hereunder, or are used by Buyer to perform a process or produce a product, and by reason of said design, instructions, modification, combination, performance or production, a suit or proceeding is brought against Tencarva, Buyer shall defend, indemnify, release and hold harmless Tencarva, its directors, officers, employees, agents, representatives, successors and assigns against any and all liability, suits, actions, or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, penalties, damages, costs and expenses arising therefrom and in connection therewith, including, without limitation, patent infringement claims.
 - 6. Buyer shall supply to Tencarva, in a timely fashion, all required technical information, including drawing approval and all required documentation. Tencarva shall not be liable for loss, damage, delay, and/or late delivery due to causes beyond its reasonable control, including, without limitation, late delivery by the manufacturer of the Products, fire, strike or concerted action of workmen, act or omission of any governmental authority, or delays in transportation. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.



Division of Tencarva Machinery Company

Company: City of Palm Bay
Attn: Adam Prestidge

Location: Palm Bay FL

Phone: 321-210-5414

Email: Adam.prestidge@palmbay.florida.org

From: Robert Maxwell

3524 Craftsman Boulevard Lakeland, FL 33803-7307

Tel: (863) 665-7867 Fax: (863) 666-5649 Cell: (863) 559-3421

Date: 7/19/2021

No. Pages: 2

Quote No.: 21821REM2

Terms: N30 (WAC)

F.O.B.: Shipping point

Freight: included

Conditions of Service: removal/installation of seepex Cake Pump

We are pleased to quote as follows:

Qty.	Description	Price Each	Delivery
1	 Seepex Cake Pump Installation Removal of existing cake pump and installation of replacement new seepex cake pump Includes crane Includes all new gaskets, hardware and paint touch up of base and pump. Includes start up assistance Notes: 1) Above does not include any of the electrical work as it was discussed to be done by the city ie: unwire motor, TSE, ultrasonic level transducer and then rewire once installation of new unit is complete. 2) From the pictures and dimensions, we and the crane company believe we have enough room to remove the pump without removing any overhead piping. However, if we get the job the crane company would like to come out and verify the spacing. If it is deemed necessary to remove, we can offer that at a cost of \$4,250.00 or the city may elect to do themselves per conversation. 	\$11,500.00	-
	Quotation valid for 60 days		

Best Regards, Robert Maxwell

Hudson Pump & Equipment A Division of Tencarva Machinery Company

Quotation Terms and Conditions

Tencarva Machinery Company dba Hudson Pump & Equipment ("Tencarva") agrees to contract with Buyer for the sale of the equipment described herein (the "Products") and services to be performed by Tencarva in connection the Products (the "Services") only if Buyer's acceptance of Tencarva's offer to sell contains all of the terms set forth herein. Tencarva hereby objects to any additional terms. Any confirmatory action by the Buyer or acceptance of the Products or Services shall constitute assent to these terms and any additional terms set forth therein shall not be effective or binding.

- 1. The Services are warranted to be performed in a workmanlike manner. The determination of compliance with this warranty will be based on testing under controlled conditions with calibrated instruments in accordance with the standards of the Hydraulic Institute or other nationally recognized accreditation standards. If any nonconformity with this warranty appears within 45 days after the Services are performed, the exclusive obligation of Tencarva shall be to re-perform the nonconforming Services in a conforming manner. Such a correction of nonconformities shall be Buyer's exclusive remedy with respect to the Services delivered or performed by Tencarva. Tencarva's liability on any claim shall in no case exceed the purchase price allocable to the Services which gives rise to the claim.
- 2. To the extent assignable, Tencarva shall assign to Buyer, without recourse to Tencarva, all warranties of the manufacturer of the Products made with respect to the Products. Tencarva makes NO IMPLIED WARRANTIES OF ANY TYPE, WHETHER OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE with respect to the Products or Services, and no warranties or guaranties, express or implied, are made by Tencarva except as specifically provided herein.
- 3. IN NO EVENT SHALL TENCARVA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND ATTORNEY'S FEES, WITH RESPECT TO THE PRODUCTS OR SERVICES OR OTHERWISE. Tencarva shall have no liability with respect to any installation adjustments, repairs or other work done upon or in connection with the Products by Buyer or others. Any cause of action against Tencarva arising out of or relating to the Products or the Services shall expire unless brought within one year of time of accrual thereof.
- 4. Once <u>placed</u>, orders for the Products or Services by Buyer may be canceled only with Tencarva's approval upon payment by Buyer for work performed and/or expenses incurred by Tencarva to <u>the</u> date of cancellation. Buyer shall pay Tencarva for interest on any amount not paid when due at a rate of one and one half percent (1 1/2%) per month, or the maximum rate permitted by law, whichever is less, together with all costs of collection. All prices for Products and Services are exclusive of all taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by Buyer.
- 5. To the extent that Products or any portion thereof are supplied according to Buyer's design or instructions, are modified by Buyer, are combined by Buyer with equipment or things not furnished hereunder, or are used by Buyer to perform a process or produce a product, and by reason of said design, instructions, modification, combination, performance or production, a suit or proceeding is brought against Tencarva, Buyer shall defend, indemnify, release and hold harmless Tencarva, its directors, officers, employees, agents, representatives, successors and assigns against any and all liability, suits, actions, or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, penalties, damages, costs and expenses arising therefrom and in connection therewith, including, without limitation, patent infringement claims.
 - 6. Buyer shall supply to Tencarva, in a timely fashion, all required technical information, including drawing approval and all required documentation. Tencarva shall not be liable for loss, damage, delay, and/or late delivery due to causes beyond its reasonable control, including, without limitation, late delivery by the manufacturer of the Products, fire, strike or concerted action of workmen, act or omission of any governmental authority, or delays in transportation. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.



PROCUREMENT DEPARTMENT EMERGENCY PURCHASE DATA SHEET

Requesting Department/Division: Utilities

Date Requested: 07/22/2021

Re	equisition #: 72033	Contact Person/Phone: Christo	opher A. Little, PE		
Am	nount of Purchase: <u>\$103,9</u>	<u>60</u> Recommended Vendor/Contractor: <u>Hud</u>	son Pump and Equipment		
1.	Equipment/Facility requ	iring emergency action: (Attach addition	nal pages if necessary).		
	North Regional Wastewater Treatment Plant (NRWWTP) belt filter press Seepex cake pump is failing and must be replaced.				
2.	Consequences, if not handled as an emergency: (Attach Additional pages if necessary). NRWWTP would be unable to properly process biosolids for disposal. Inaction will result in discharging sewage and/or biosolids into the deep injection well or onto the ground.				
3.	Name of other Vendors/	(Attach copies):			
	Vendor/Contractor	Person Contacted	Amount		
	Hudson Pump	Robert Maxwell	\$ 103,950.00		
		_	\$		
4.	Reason(s) for not obtain	ing competitive quotes:			
	Sole source – OEM instal	I			
R	equesting Manager's/Direc	tor's Approval:	Date:		
С	hief Procurement Officer A	pproval:	Date:		
\sim	tity Manager Approval (if an	nlicable).	Date:		



Sole Source Letter

Date: January 1, 2021

Subject: Sole Source Representation for SEEPEX

To Whom it May Concern

SEEPEX Inc., is the sole manufacture of its products. <u>Tencarva/Hudson Pump</u> is the sole or exclusive representative for <u>SEEPEX</u>, <u>Inc.</u> within the state of Florida for the purchase of Environmental, Plant Level Aftermarket Parts, Pumps, and Chemical Skids. This excludes the counties west of the Apalachicola River, Engineered Systems, and Contractor Bids.

No other representative can sell products, repair/replacement parts, and technical support in the Environmental Aftermarket for <u>SEEPEX</u>, <u>Inc.</u> in Florida

Your contact:

Municipal Sales Hudson Pump & Equipment A Division of Tencarva Machinery Company 3524 Craftsman Blvd. Lakeland, FL 33803 Phone: (863) 665-7867

If you have questions regarding this issue, please contact me at your convenience.

Sincerely,

Best Regards,

Bill Martiniere

Gulf States Territory Manager

Chemical Market Manager - North America

SEEPEX Inc.

511 Speedway Drive

Enon, OH 45323

<u>USA</u>

www.seepex.com

Tel: 205-368-3333

bmartiniere@seepex.com



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Joan Junkala-Brown, Deputy City Manager

DATE: 8/5/2021

RE: Resolution 2021-38, conveying City and CRA-owned surplus real estate located at 4220

Dixie Highway NE, 2932 and 2920 Pospisil Avenue NE to buyer Space Coast Marinas, LLC.

On May 18, 2021, City Council accepted an offer of \$1.9 million from Space Coast Marinas, LLC for the purchase of three properties jointly owned by the City and CRA known as Pelican Harbor Marina, tax accounts 2832794, 2832801 and 2832800. The Buyer proposes to construct a marina, dry dock boat storage and service facility, boat launch and wash service, boat club, ship store, tiki bar with an outdoor entertainment venue, restaurant and retail amenities to include a valet service. Space Coast Marinas anticipates the capital investment to be \$10-12 million with approximately 302 full-time equivalent jobs. It is important to note that Space Coast Marinas has continued discussions with Paddling Paradise to retain this local eco-tourism enterprise on site and as part of it's long term development plan.

The Seller and Buyer presented the following additional terms of note: sale is contingent upon approval of Conditional Use Permit for marina use; the City shall seek City Council approval to vacate approximately 11,197 SF of right-of-way along Maplewood Street NE; and Buyer agrees to construct and maintain a pedestrian boardwalk with public access through a City easement in perpetuity.

During the Due Diligence Period, the Buyer engaged in discussions with City staff and other regulatory agencies to understand the feasibility of this project and purchase. The City and Buyer encountered a few challenges which necessitated additional time to work through; therefore, the Due Diligence Period (expired July 21) and the Closing Date (August 1) was extended to August 6. Additionally, the title company's requirement for a Resolution to convey the property to the Buyer necessitated the closing date to be pushed to August 6 in order for Council to hear the Resolutions.

During the Due Diligence Period, the Buyer has closed on 4200 Dixie Highway NE and the bait and tackle shop at 4210 Dixie Highway NE as previously discussed. However, the Buyer will be required to acquire additional strategic parcels and overcome other hurdles to develop this project. The City has a recorded drainage easement along the eastern boundary of 4220 Dixie Highway NE, for which the Buyer agrees to maintain as included in the attached Resolution. Similarly, the Buyer and the City worked in coordination to accommodate a public access easement to retain access to the waterfront, to be recorded following site plan approval. Finally, the City currently has a lease agreement with Brightline for use of the City's right-of-way along Maplewood Street, for which the Buyer is seeking to vacate. The lease agreement is valid through September 30, 2022 therefore encumbering the property. The Buyer is seeking to vacate the right-of-way along Maplewood Street from Turkey Creek north to Pospisil Ave NE, in advance of the expiration of the lease, to be brought forth at a future Council meeting.

REQUESTING DEPARTMENT:

Community & Economic Development

FISCAL IMPACT:

The purchase contract includes the sale of three parcels, two (2) of which are owned solely by the Bayfront CRA (tax accounts 2832800 and 2832801). Tax account 2832794 is jointly owned by the City and CRA. Per the Interlocal Agreement between the City and Bayfront CRA dated May 24, 2011, the City has conveyed to the CRA a 38 percent ownership interest. The City retains the 62 percent ownership interest in tax account 2832794.

The total appraisal value for the land as assembled assumes that approximately 65.9 percent is derived from tax account 2832794, with the remaining two parcels valued as follows: tax account 2832800 (31.3 percent) and tax account 2832801 (3 percent).

Upon closing of the sale, the City and CRA are entitled to the percentage of proceeds as outlined above, which will result in revenue to General Fund account 001-0000-388-1001 Sales Proceeds and Bayfront Redevelopment Trust Fund account 181-0000-369-1016 Proceeds from Property Sales. The proceeds to the City and CRA will be the remaining balance after the broker's commission and closing costs. The sales commission due to the broker is five percent (5%) of the gross sale price.

RECOMMENDATION:

Motion to adopt Resolution conveying City and CRA-owned surplus real estate located at 4220 Dixie Highway NE, 2932 and 2920 Pospisil Avenue NE to buyer Space Coast Marinas LLC; authorize the City to vacate approximately 11,197 SF of right-of-way along Maplewood Drive from Turkey Creek north to Pospisil Avenue NE; and authorize the City Manager to execute the closing documents.

ATTACHMENTS:

Description

Resolution 2021-38
Resolution 2021-38, Easement/Exhibit A

RESOLUTION 2021-38

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, SELLING AND CONVEYING PROPERTY AS RECORDED IN OR BOOK 3529, PAGE 3067; OR BOOK 6469, PAGE 1274; AND OR BOOK 6367, PAGE 2814, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Bay, Bayfront Community Redevelopment Agency, and Bayfront Community Redevelopment District has contracted to sell and convey the following described property to SPACE COAST MARINAS, LLC ("Purchaser") under a contract dated May 21, 2021:

All of that part of Lots 1, 2, 3 and 4, Block 2, Map No. 1, Town of Palm Bay as described in Plat Book 2, Page 3, Public Records of Brevard County, Florida, lying West of the Westerly right of way line of U.S. Highway No. 1, together with that part of the submerged bottom of Turkey Creek lying adjacent thereto, less and except that property described in Official Record Book 1172, Page 765, Public Records of Brevard County, Florida, being more particularly described as follows: Beginning at the Northwest corner of Lot 4, Block 2, Map No. 1, Town of Palm Bay, as recorded in Plat Book Page 3. Public Records of Brevard County, Florida, run North 65 degrees 37 minutes East along the North line of said Lot 4, 20.00 feet to the West line of property described in Official Record Book 1172, Page 765, Public Records of Brevard County, Florida; thence South, 24 degrees 23 minutes East along said West line 80.00 feet to the South line of said property described in Official Records Book 1172, Page 765; thence North 65 degrees 37 minutes East along said South line 96.39 feet to the West right of way line of U.S. Highway No. 1 (State Road No. 5); thence Southeasterly along right of way line and along a curve concave to the East, said curve having a radius of 2392.01 feet, a central angle of one degree, 37 minutes. 38 seconds and a chord bearing of South 40 degrees 12 minutes, 11 seconds East an arc distance of 67.93 feet to the point of tangency of said curve; thence South 41 degrees, 01 minute, East along said West right of way line of U.S. Highway No. 1 581 feet more or less, to the thread of Turkey Creek; thence Southwesterly along said thread of Turkey Creek 303 feet, more or less, to the Southerly extension of the West line of the aforementioned Lot 4, Block 2; thence North 24 degrees, 23 seconds West along the West line of said Lot 4 and the Southerly extension thereof, 732 feet, more or less to the Point of Beginning.

City of Palm Bay, Florida Resolution 2021-38 Page 2 of 4

LESS and except any portion of the above-described land which may lie within the boundaries of the Sovereignty Submerged Lands Lease recorded in Official Records Book 5909, Page 5217, Public Records of Brevard County, Florida.

Drainage Easement (Exhibit A)

Begin at the intersection of the south line of the property described in ORB 3520, PAGE 4947 and the west right of way of US Highway #1; Thence southeasterly along the west right of way line and along a curve concave to the east, said curve having a radius of 2392.01', a central angle of 1°37'38" and a chord bearing of S40°12'11"E, an arc distance of 67.93' to the point of tangency of said curve; Thence S41°0l'00"E along said west right of way line of US Highway #1 a distance of 90.13'; Thence S27°17'47"E, 64.32'; Thence S62°42'13"W, 20.00'; Thence N27°17'47"W, 83.00'; Thence N41°01'00"W, 67.24' to the point of curvature of a curve concave to the east, said curve having a radius of 2407.01', a central angle of 1°43'22" and a chord bearing of N40°09'19"W, an arc distance of 72.37' to the south line of the property described in ORB 3520, PAGE 4947; thence N65°37'00"E along said south property line a distance of 15.53' to the point of beginning.

Containing 3705.90 square feet, more or less

Said property being more commonly known as 4220 Dixie Highway NE, Palm Bay, FL 32907.

Lots 5, 6 and 7, Block 2, Map No. 1, Town of Palm Bay, according to the plat thereof, as recorded in Plat Book 2, Page 3, Public Records of Brevard County, Florida.

Said property being more commonly known as 2920 Pospisil Ave. NE, Palm Bay, FL 32907.

Lots 8 through 11, inclusive, Block 2, Map No. 1, Town of Palm Bay, according to the plat thereof, as recorded in Plat Book 2, Page 3, Public Records of Brevard County, Florida, less and except the right-of-way for U.S. Highway No. 1.

Said property being more commonly known as 2932 Pospisil Ave. NE, Palm Bay, FL 32907, and

WHEREAS, the City has no plans to develop said Property described in Schedule

A and that it has been determined to be unnecessary for public purposes, and

WHEREAS, the City has determined that the sale of said Properties is in the best interest of the Public, and

WHEREAS, the City has authorized its sale and authorized the City Manager to execute all necessary documents to convey the Property described in Schedule A to Space Coast Marinas, LLC, a Florida limited liability company, and

WHEREAS, the City releases any automatic reservation and right of entry in accordance with Florida Statute Section 270.11.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

- **Section 1.** The City of Palm Bay has hereby determined that said properties are unnecessary for the City's public purposes.
- **Section 2.** The City of Palm Bay has hereby determined that disposal of said properties, as they are described above, is in the best interest of the public.
- **Section 3.** The City of Palm Bay hereby authorizes the conveyance of said properties to SPACE COAST MARINAS, LLC, by City Manager, Suzanne Sherman, pursuant to the applicable Florida Statutes.
- **Section 4.** The City of Palm Bay specifically releases any automatic reservation and right of entry in accordance with Section 270.11, Florida Statutes.
 - **Section 5.** This Resolution shall take effect immediately upon its adoption.

City of Palm Bay, Florida Resolution 2021-38 Page 4 of 4

This resolution was duly enacted at Meeting 2021-	, of the City Council of the
City of Palm Bay, Brevard County, Florida, held on	, 2021.
ATTEST:	Robert Medina, MAYOR
Terese M. Jones, CITY CLERK	
Reviewed by CAO:	

THIS INSTRUMENT PREPARED BY Jennifer Cockcroft, Esq. City Attorney's Office City of Palm Bay PLEASE RECORD AND RETURN TO:

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

Attn: Terese Jones, City Clerk

For Recording Purposes Only

STORMWATER FACILITY AND ACCESS EASEMENT

THIS STO	PRMWA	TER F	ACILITY A	AND A	ACCESS 1	EASEMENT	(this "E	asemen	ıt")
made this _	da	y of			, 202	21 by and be	etween S	pace C	oast
Marinas, LL	<u>.C</u> , a Flo	rida <u>Lim</u>	ited Liabili	ty Coı	<u>mpany</u> , wh	ose address i	s <u>587 Yo</u>	ung St	reet,
Melbourne,	Florida 3	2935 (h	ereinafter re	ferred	to as "Gra	intor"), and th	ne CITY	OF PA	LM
BAY, a Flor	rida mun	icipal co	orporation,	whose	mailing a	ddress is 120	Malabar	Road,	SE,
Palm Bay,	Florida	32907,	Attention:	City	Manager	(hereinafter	referred	to as	the
"Grantee"):				•					

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships [including joint ventures], limited liability companies, public bodies and quasi-public bodies.)

WITNESSETH:

WHEREAS, Grantor is the owner of fee simple title to a parcel of real property located in Brevard County, Florida, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property"); and

WHEREAS, Grantor has agreed to grant to Grantee a non-exclusive easement for stormwater facilities and access purposes on the Property, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant the following easement as hereinafter set forth:

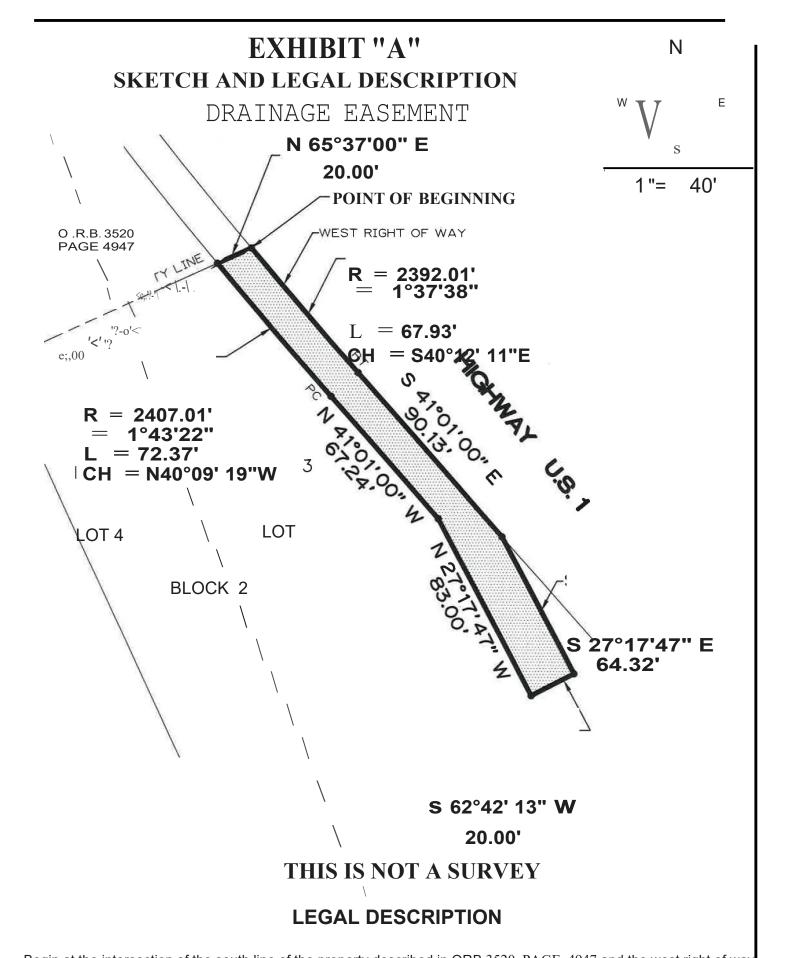
1. **Recitals.** The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.

- 2. Grant of Easement. Grantor does hereby grant, bargain, sell, convey and warrant to the Grantee, its licensees, employees, consultants, agents, independent contractors, invitees, successors and assigns, a non-exclusive easement, in, over, upon, across and through the Property for stormwater facilities access purposes including, but not limited to, inspecting drainage stormwater facilities, as well as ingress and egress in, over, under, upon, across and through the Property, together with the rights, easements, privileges and appurtenances in or to said land which may be required for the full enjoyment of the rights herein granted. This Easement shall not be construed to grant the general public any rights or privileges with respect to Property.
- 3. <u>Grantee's Use of Easement</u>. Grantee shall have the right to do all things reasonably necessary, useful or convenient for the purposes outlined in Section 2 hereof. Grantor hereby covenants with Grantee that Grantee shall have quiet and peaceful possession, use and enjoyment of the easement granted herein.
- 4. <u>Grantor's Use of Property</u>. Grantee acknowledges that the Grantor currently utilizes the Property as ________. Grantee hereby agrees to exercise the rights granted herein in a manner that does not prohibit Grantor's use of the Property for such uses. Grantee agrees to repair any damage to the Property arising from the Grantee's use of the Property or from the exercise by the Grantee of any rights by this Easement.
- 5. <u>Covenants Running with the Land</u>. This Easement, and all the rights, conditions, covenants and interests set forth herein and created hereby are intended to and shall run with the land and shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns.
- 6. **Duration**. The easement, rights and privileges granted herein shall be perpetual.
- 7. **Rights Reserved.** The easement rights granted herein are non-exclusive in nature and are subject to all matters of record. Grantor shall have the right to use the Property, or any portion thereof, or any property of Grantor adjoining the Property for any purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of Grantee.
- 8. <u>Miscellaneous</u>. No modification or amendment of this Easement shall be of any force or effect unless in writing executed by both Grantor and Grantee and recorded in the Public Records of Brevard County, Florida. This Easement shall be interpreted in accordance with the laws of the State of Florida. This Easement sets forth the entire agreement between Grantor and Grantee relating to this Easement and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

9. **Grantor's Covenant.** The Grantor hereby covenants with the Grantee that he is lawfully seized of said land in fee simple; that he has good right and lawful authority to sell and convey the said easement, and that the real property described above is free of all liens, mortgages and encumbrances of every kind except for real property taxes not delinquent.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal the day and year above written.

Signed, sealed, and delivered in the presence of:	GRANTOR:
1	Space Coast Marinas
	a Florida Limited Liability Company
Print Name	
	Ву:
	Name:
Print Name	Title:
STATE OF	
COUNTY OF	
The foregoing instrument was acknowled	edged before me, by means of □ physical
presence or □ online notarization, this	day of, 2021, by
	of, which
	the State of Florida on behalf of the
mroduced est	. He/she is personally known to me or has dentification and did (did not) take an oath.
producedas io	dentification and did (did not) take an oath.
NOTARY PUBLIC SEAL OR STAMP):
	•
	SIGNATURE OF NOTARY PUBLIC
	NOTARY PUBLIC, STATE OF
	MY COMMISSION EXPIRES ON:



Begin at the intersection of the south line of the property described in ORB 3520, PAGE 4947 and the west right of way of US Highway #1; Thence southeasterly along the west right of way line and along a curve concave to the east, said curve having a radius of 2392.01', a central angle of 1°37'38" and a chord bearing of S40°12'11"E, an arc distance of 67.93' to the point of tangency of said curve; Thence S41°01'00"E along said west right of way line of US Highway #1 a distance of 90.13'; Thence S27°17'47"E, 64.32'; Thence S62°42'13"W, 20.00'; Thence N27°17'47"W, 83.00'; Thence N41°01'00"W, 67.24' to the point of curvature of a curve concave to the east, said curve having a radius of 2407.01', a central angle of 1°43'22" and a chord bearing of N40°09'19"W, an arc distance of 72.37' to the south

Inc of the property described in ORB 3520, PAGE 4947; thence N65°37'00"E along said south property line a distance of 15.53' to the point of beginning.

Containing 3705.90 square feet, more or less

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER SULTA FLORIDA TATMES SET IS SHRVEY NOT VALID LINES SET IS

Po ¬

CITY OF PALM BAY 1050 MALABAR ROAD, SW PALM BAY, FLORIDA 32907 (321) 953-8996

STATE OF FLORIDA % As Survey of

Page 5 of 5



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Mehul Parekh, Public Works Director

DATE: 8/5/2021

RE: Consideration of a Florida Power and Light non-exclusive easement for above and below

ground utility facilities, located at the southwest corner of Lot 21, Block 657, Port Malabar

Unit 13.

FPL is requesting a Non-Exclusive Easement for construction, operation, and maintenance of underground Utility Facilities. Including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment. The Easement will extend 15 feet Easterly from the road right of right and 10 feet North from the Southerly boundary line, totaling an area of approximately 150 square feet. There is a Lift Station located at the center of the property.

REQUESTING DEPARTMENT:

Public Works

FISCAL IMPACT:

None.

RECOMMENDATION:

Motion to approve the FPL Easement request for Above and Below Ground Utility Facilities to be located along Nagel Road NW, Lot 21, Block 657, Port Malabar Unit Thirteen.

ATTACHMENTS:

Description

FPL Easement Deed

215 Nagel (Lot 21 Blk 657 PM 13) - Location Map A

215 Nagel (Lot 21 Blk 657 PM 13) - Location Map B

Work Request No. 9187273

UNDERGROUND EASEMENT (BUSINESS)

This Instrument Prepared By Sec. 36, Twp 28S, Rge 36E

> Name: Katie Hudson, Project Manager Co. Name: Bowman Consulting Group Address: 301 SE Ocean Blvd, Suite 301

Stuart, FL 34994

(Maintained by County Appraiser)

Parcel I.D. 28-36-36-EX-657-21

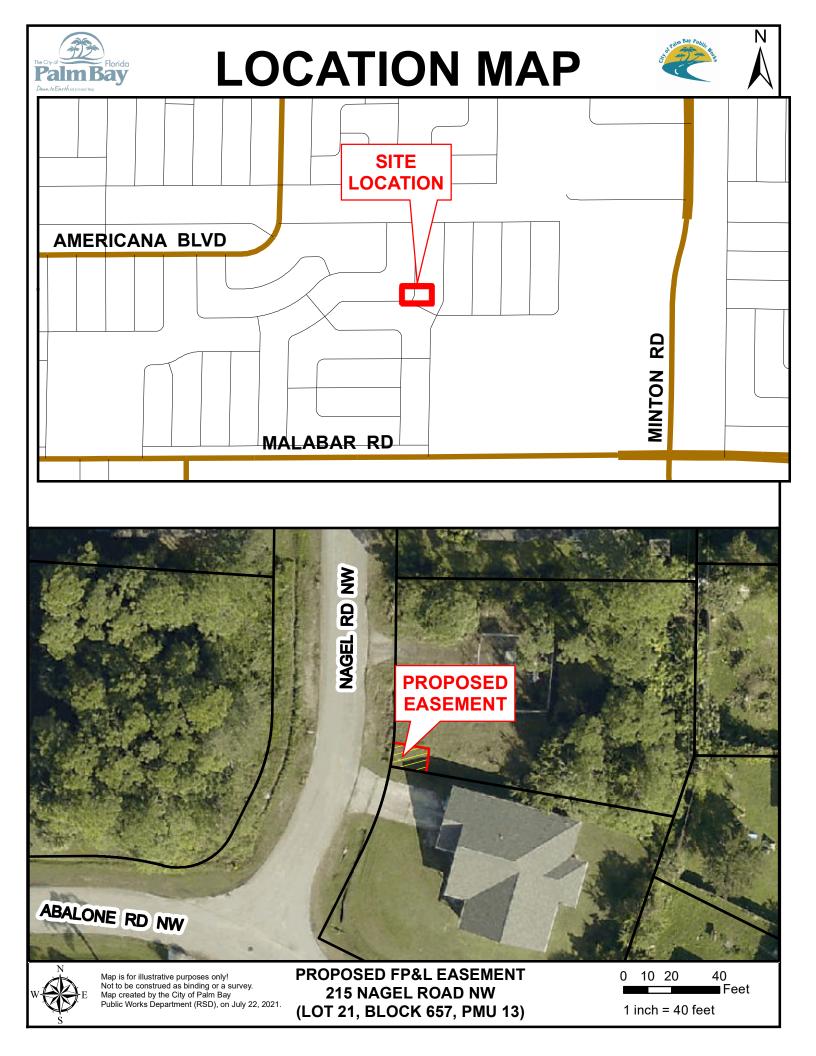
The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

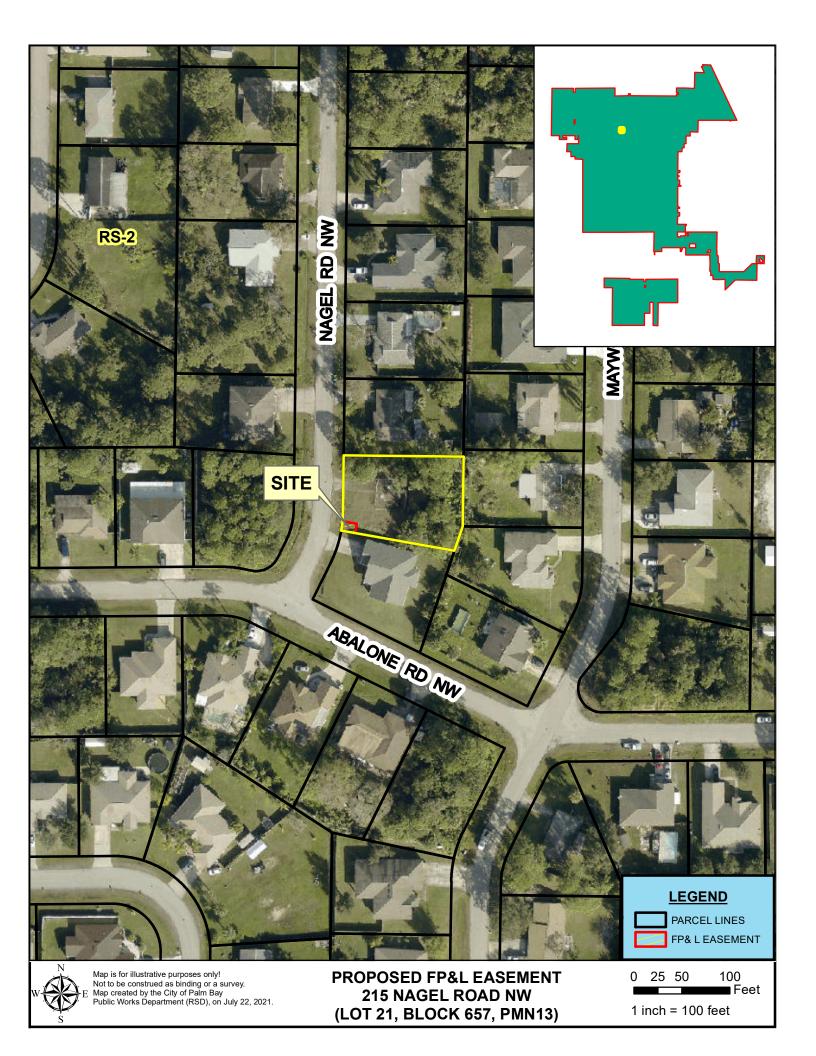
See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed an	d sealed this instrument on, 20		
Signed, sealed and delivered in the presence of:	CITY OF PALM BAY		
	Ву:		
(Witness' Signature) Print Name: (Witness)	Print Name: Print Address: 120 MALABAR RD SE PALM BAY FL 32907		
(Witness' Signature)	Ву:		
Print Name:	Print Name:		
(Witness)	Print Address:		
STATE OF			
COUNTY OF			
The foregoing instrument was acknowledged before me b	y means of [] physical presence or [] online notarization,		
this by	,		
(Date)			
and	, [] who is (are) personally known to me or [] has (have)		
produced	as identification or who did (did not) take an oath.		
(Type of Identification)			
My Commission Expires:	Notary Public, Signature		
ID 213	· · · · · ·		
	Print Name		

Page	of
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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: 8/5/2021

RE: Consideration of a School Resource Officer Agreement with Odyssey Charter School for

the 2021/2022 school year.

Attached is the School Year 2021/2022 Agreement between Odyssey Charter School and the City of Palm Bay for the School Resource Officer (SRO) Program. This Agreement includes one SRO assigned to the Odyssey Charter Jr/Sr High School campus in Palm Bay. This Agreement continues the SRO Program with the MOU to be effective August 10, 2021, with an expiration date of May 26, 2022. The MOU includes Exhibits I and II with terms set forth by the relating to program goals and guidelines for the School Resource Officers.

REQUESTING DEPARTMENT:

Police Department

FISCAL IMPACT:

The school pays the SRO wages through the Police Department's PowerDetails (off-duty detail) program. The potential Special Detail Revenues (G/L Account# 001-0000-342-1005) from the administrative fees collected via this program with Odyssey Charter School will be approximately \$3,500.

RECOMMENDATION:

Motion to approve and authorize City Manager to execute the Pineapple Cove Classical Academy Charter School Resource Officer Agreement for the 2021/2022 school year.

ATTACHMENTS:

Description

SRO Agreement with Odyssey Charter School Effective 08102021

AGREEMENT

THIS AGREEMENT, is entered into and made effective this 10th day of August, 2021, irrespective of when signed, by and between THE CITY OF PALM BAY, FLORIDA, hereinafter called the "CITY," and ODYSSEY CHARTER SCHOOL, hereinafter called the "CHARTER," each individually a "Party," collectively "Parties."

WITNESSETH:

WHEREAS, the CITY and the CHARTER desire to assign a School Resource Officer ("SRO") to the school campus on each school day during the school year; and

WHEREAS, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the CITY and the CHARTER believe that this partnership will improve communication among local law enforcement entities, including the City of Palm Bay Police Department for the CHARTER's staff members, as well as the faculty and students attending the school and the parents of such students;

NOW, THEREFORE, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. The recitals set forth above are true and correct and are hereby incorporated into this AGREEMENT.
- 2. This AGREEMENT shall be effective commencing August 10, 2021, and terminate on May 26, 2022, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on May 26, 2022, this Agreement may be renewed by the Parties for successive one-year periods (commencing on August 1st and ending on June 1st of each successive year) upon the written agreement of the Parties. Thus, the Agreement will not automatically renew and any renewal can only occur upon the written agreement of the Parties. Either Party may terminate this AGREEMENT upon thirty (30) days' written notice to the other Party. Any termination of this AGREEMENT that results in overpayment to the CITY will result in the return of funds to the CHARTER equal to the proportionate amount of time remaining in the AGREEMENT.

- 3. The CITY, through the Palm Bay Police Department, shall assign a SRO who is a sworn law enforcement officer, to work on each school day, consistent with the School Board of Brevard County's teacher work calendar. This will be dependent upon Palm Bay Police Department staffing availability. Every effort will be made to provide a SRO to CHARTER for each school day but daily staffing cannot be guaranteed.
- 4. The parties agree that "school day" includes the time of student arrival, between class breaks, all lunch periods, and after school during and through the conclusion of school dismissal. Any additional extra duty assignment requests; i.e., extracurricular events outside of normal school hours, CHARTER will request an extra duty detail assignment.
- 5. The parties agree that at all times the SRO is on campus of the CHARTER, he/she is a City of Palm Bay Police Department officer, and shall remain exclusively in the course and scope of employment with the CITY, and responsible only to the CITY and Palm Bay Police Department chain of command.
- 6. The CHARTER agrees to reimburse the CITY for hourly personnel expenditures, a fixed rate of \$37.00 an hour, exclusive of benefits, associated with the assignment of the SRO, on a biweekly basis. This reimbursement will be due and owing with the commencement of this Agreement.
- 7. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO. CHARTER agrees to provide an appropriate work space on the school campus.
- 8. CHARTER staff or any employee under the jurisdiction of the CHARTER shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Principal or designee to the Chief of Police or designee.
- 9. Should the SRO witness inappropriate or unacceptable activity on campus, he/she will immediately report the incident to the CHARTER school administration and, as appropriate, take any necessary law enforcement action. Both Palm Bay Police Department and CHARTER administrative procedures

- shall be followed. In the event of a policy conflict, the parties agree that Palm Bay Police Department policy and procedure will prevail.
- 10. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the Palm Bay Police Department policy and procedure will be followed.
- 11. At all material times, the SRO shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.
- 12. To the extent permitted by law, CHARTER shall indemnify, defend, hold harmless free from liability, the CITY, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which the CITY may become obligated to pay by reason of the services contemplated in this Agreement except if caused by the sole negligence of the CITY.
- 13. Nothing in this Agreement shall be construed to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.
- 14. The CITY and the CHARTER agree to follow the goals and guidelines stipulated in the attached Exhibits I and II, which are incorporated by reference herein and made a part hereof.
- 15. This AGREEMENT and respective Exhibits I and II constitute the entire agreement between the CITY and the CHARTER, and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This AGREEMENT supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this AGREEMENT and respective Exhibits I and II.
- 16. No provision of this AGREEMENT may be changed or modified except by written agreement signed by the Parties.
- 17. This AGREEMENT is for the benefit of CITY and the CHARTER. No other person is intended to be a beneficiary under this AGREEMENT. No employee of the CITY, CHARTER or Palm Bay Police Department shall derive any

property right in his/her employment not otherwise enjoyed by such employee, by virtue of this AGREEMENT. Furthermore, neither the CHARTER nor the CITY assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this AGREEMENT.

- 18. The Parties acknowledge that, by the signing of this AGREEMENT, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this AGREEMENT, and no approvals or consents of any persons other than the Parties are necessary in connection with this AGREEMENT.
- 19. The Parties shall not assign nor transfer their respective obligations under this AGREEMENT, but this AGREEMENT shall continue in full force and effect and shall be binding on the Parties' respective successors.
- 20. The CITY has designated the City Manager and Chief of Police and the CHARTER has designated the ______ for the purpose of implementing the terms of this AGREEMENT.
- 21. To the extent that any provision of this AGREEMENT shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this AGREEMENT, and the validity and enforceability of the remainder of such provision, if any, and of this AGREEMENT shall be unaffected.
- 22. This AGREEMENT shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this AGREEMENT or that otherwise arises out of this AGREEMENT, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.
- 23. This AGREEMENT may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- 24. The Parties acknowledge that many of their communications and documentation pertaining to this AGREEMENT may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section

119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this AGREEMENT, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

IF THE CHARTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CHARTER SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY City Clerk, Terese Jones) AT 321-952-3400 OR AT EMAIL: terese.jones@palmbayflorida.org OR AT ADDRESS: City of Palm Bay, Legislative Department, 120 Malabar Road SE, Palm Bay, FL 32907, (ATTENTION: RECORDS).

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the authorized representatives of each of the Parties hereto sign this AGREEMENT below on the date specified below, but in all events effective August 10, 2021.

CITY OF PAL	M BAY, FLORIDA	ODYSSEY CHARTER SCHOOL		
BY		BY		
Dated:	, 2021	Dated:	, 2021	
Approved as to for		Approved as to form:		
Dated:		Dated:	, 2021	
Attachments:	Exhibit I Exhibit II			

Exhibit I

SCHOOL RESOURCE OFFICER PROGRAM GOALS

- 1. To enhance student safety and improve the security of school campuses;
- 2. To develop and promote positive relationships between students and law enforcement officers;
- 3. To foster a better understanding of law enforcement officers in the community;
- 4. To develop positive concepts of law enforcement;
- 5. To identify and prevent delinquent behavior through counseling and referral;
- 6. To provide assistance and support for victims of crime identified within the school setting, including abused children;
- 7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities;
- 8. To provide information about crime prevention;
- 9. To enhance knowledge of the fundamental concepts and structure of the law; and
- 10. To provide materials and consultative assistance to teachers and parents on various law education topics.

Exhibit II

SCHOOL RESOURCE OFFICER PROGRAM GUIDELINES

- 1. The School Resource Officer (SRO) is a CITY police officer, and shall remain exclusively an employee of the CITY and responsible to the police department chain of command.
- 2. Prior to the first day of school, the SRO will present to the Principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for District pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.
- 3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.
- 4. The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.
- 5. The SRO will engage with students in the following ways: during student arrival, between class breaks and during lunch periods, and during and through the conclusion of school dismissal.
- 6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a substantial portion of the school day, the SRO shall notify the Principal and provide the Principal with a means of contacting the SRO or the appropriate law enforcement agency.
- 7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as

appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If at all possible, the SRO should coordinate arrest and other operational strategies with the Principal.

- 8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the Principal, parents shall be notified by school staff, and police department policy will exclusively be followed.
- 9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop, support, and cultivate an understanding of the SRO program.
- 10. As determined by the police department, the SRO shall submit activity reports to be reviewed by the Principal and the Director of District and School Security.
- 11. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:
 - A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the Principal. A copy of that request must also be provided to the Chief of Police or his/her designee and the Director of the Office of District and School Security.
 - B. Within a reasonable period of time after receiving the request for review from the SRO, the Director of the Office of District and School Security, will meet with the Chief of Police, or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

- 1. With the approval of the Chief of Police or his/her designee, and the Director of the Office of District and School Security, the SRO, and specified members of the school staff, may be required to be present at a mediation meeting.
- 2. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Chief of Police, and the Director of the Office of District and School Security, or designees thereof, a reasonable alternative action will be identified and agreed upon in writing.
- 12. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedures should be followed:
 - A. The Principal will meet with the SRO, and the SRO's law enforcement supervisor and express the concerns and needs of the school. The Principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.
 - B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the Principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the Principal may request the SRO be reassigned from their position at their assigned school.
 - C. The Principal shall contact the Director of District and School Security and request that the SRO be removed from the program at his/her school.
- 13. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The Principal or any other BOARD employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department's Internal Affairs function.

14. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Nelson Moya, Chief of Police

DATE: 8/5/2021

RE: Consideration of a School Resource Officer Agreement with Pineapple Cove Classical

Academy for the 2021/2022 school year.

Attached is the School Year 2021/2022 Agreement between Pineapple Cove Classical Academy and the City of Palm Bay for the School Resource Officer (SRO) Program. This Agreement includes one SRO assigned to the Pineapple Cove Classical Academy campus in Palm Bay. This Agreement continues the SRO Program with the MOU to be effective August 10, 2021, with an expiration date of May 26, 2022. The MOU includes Exhibits I and II with terms set forth by the relating to program goals and guidelines for the School Resource Officers

REQUESTING DEPARTMENT:

Police Department, Legislative

FISCAL IMPACT:

The school pays the SRO wages through the Police Department's PowerDetails (off-duty detail) program. The potential Special Detail Revenues (G/L Account# 001-0000-342-1005) from the administrative fees collected via this program with Pineapple Cove Classical will approximately be \$3,500.

RECOMMENDATION:

Motion to approve and authorize City Manager to execute the Pineapple Cove Classical Academy Charter School Resource Officer Agreement for the 2021/2022 school year.

ATTACHMENTS:

Description

SRO Agreement with Pineapple Cove

AGREEMENT

THIS AGREEMENT, is entered into and made effective this 10th day of August, 2021, irrespective of when signed, by and between THE CITY OF PALM BAY, FLORIDA, hereinafter called the "CITY," and PINEAPPLE COVE CLASSICAL ACADEMY, hereinafter called the "CHARTER," each individually a "Party," collectively "Parties."

WITNESSETH:

WHEREAS, the CITY and the CHARTER desire to assign a School Resource Officer ("SRO") to the school campus on each school day during the school year; and

WHEREAS, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the CITY and the CHARTER believe that this partnership will improve communication among local law enforcement entities, including the City of Palm Bay Police Department for the CHARTER's staff members, as well as the faculty and students attending the school and the parents of such students;

NOW, THEREFORE, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. The recitals set forth above are true and correct and are hereby incorporated into this AGREEMENT.
- 2. This AGREEMENT shall be effective commencing August 10, 2021, and terminate on May 26, 2022, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on May 26, 2022, this Agreement may be renewed by the Parties for successive one-year periods (commencing on August 1st and ending on June 1st of each successive year) upon the written agreement of the Parties. Thus, the Agreement will not automatically renew and any renewal can only occur upon the written agreement of the Parties. Either Party may terminate this AGREEMENT upon thirty (30) days' written notice to the other Party. Any termination of this AGREEMENT that results in overpayment to the CITY will result in the return of funds to the CHARTER equal to the proportionate amount of time remaining in the AGREEMENT.

- 3. The CITY, through the Palm Bay Police Department, shall assign a SRO who is a sworn law enforcement officer, to work on each school day, consistent with the School Board of Brevard County's teacher work calendar. This will be dependent upon Palm Bay Police Department staffing availability. Every effort will be made to provide a SRO to CHARTER for each school day but daily staffing cannot be guaranteed.
- 4. The parties agree that "school day" includes the time of student arrival, between class breaks, all lunch periods, and after school during and through the conclusion of school dismissal. Any additional extra duty assignment requests; i.e., extracurricular events outside of normal school hours, CHARTER will request an extra duty detail assignment.
- 5. The parties agree that at all times the SRO is on campus of the CHARTER, he/she is a City of Palm Bay Police Department officer, and shall remain exclusively in the course and scope of employment with the CITY, and responsible only to the CITY and Palm Bay Police Department chain of command.
- 6. The CHARTER agrees to reimburse the CITY for hourly personnel expenditures, a fixed rate of \$37.00 an hour, exclusive of benefits, associated with the assignment of the SRO, on a biweekly basis. This reimbursement will be due and owing with the commencement of this Agreement.
- 7. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO. CHARTER agrees to provide an appropriate work space on the school campus.
- 8. CHARTER staff or any employee under the jurisdiction of the CHARTER shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Principal or designee to the Chief of Police or designee.
- 9. Should the SRO witness inappropriate or unacceptable activity on campus, he/she will immediately report the incident to the CHARTER school administration and, as appropriate, take any necessary law enforcement action. Both Palm Bay Police Department and CHARTER administrative procedures

- shall be followed. In the event of a policy conflict, the parties agree that Palm Bay Police Department policy and procedure will prevail.
- 10. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the Palm Bay Police Department policy and procedure will be followed.
- 11. At all material times, the SRO shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.
- 12. To the extent permitted by law, CHARTER shall indemnify, defend, hold harmless free from liability, the CITY, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which the CITY may become obligated to pay by reason of the services contemplated in this Agreement except if caused by the sole negligence of the CITY.
- 13. Nothing in this Agreement shall be construed to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.
- 14. The CITY and the CHARTER agree to follow the goals and guidelines stipulated in the attached Exhibits I and II, which are incorporated by reference herein and made a part hereof.
- 15. This AGREEMENT and respective Exhibits I and II constitute the entire agreement between the CITY and the CHARTER, and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This AGREEMENT supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this AGREEMENT and respective Exhibits I and II.
- 16. No provision of this AGREEMENT may be changed or modified except by written agreement signed by the Parties.
- 17. This AGREEMENT is for the benefit of CITY and the CHARTER. No other person is intended to be a beneficiary under this AGREEMENT. No employee of the CITY, CHARTER or Palm Bay Police Department shall derive any

property right in his/her employment not otherwise enjoyed by such employee, by virtue of this AGREEMENT. Furthermore, neither the CHARTER nor the CITY assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this AGREEMENT.

- 18. The Parties acknowledge that, by the signing of this AGREEMENT, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this AGREEMENT, and no approvals or consents of any persons other than the Parties are necessary in connection with this AGREEMENT.
- 19. The Parties shall not assign nor transfer their respective obligations under this AGREEMENT, but this AGREEMENT shall continue in full force and effect and shall be binding on the Parties' respective successors.
- 20. The CITY has designated the City Manager and Chief of Police and the CHARTER has designated the ______ for the purpose of implementing the terms of this AGREEMENT.
- 21. To the extent that any provision of this AGREEMENT shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this AGREEMENT, and the validity and enforceability of the remainder of such provision, if any, and of this AGREEMENT shall be unaffected.
- 22. This AGREEMENT shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this AGREEMENT or that otherwise arises out of this AGREEMENT, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.
- 23. This AGREEMENT may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- 24. The Parties acknowledge that many of their communications and documentation pertaining to this AGREEMENT may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section

119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this AGREEMENT, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

IF THE CHARTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CHARTER SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY City Clerk, Terese Jones) AT 321-952-3400 OR AT EMAIL: terese.jones@palmbayflorida.org OR AT ADDRESS: City of Palm Bay, Legislative Department, 120 Malabar Road SE, Palm Bay, FL 32907, (ATTENTION: RECORDS).

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the authorized representatives of each of the Parties hereto sign this AGREEMENT below on the date specified below, but in all events effective August 10, 2021.

CITY OF PALM	I BAY, FLORIDA	PINEAPPLE COVE CL ACADEMY	ASSICAL
BY		BY	
Dated:	, 2021	Dated:	_, 2021
Approved as to form		Approved as to form:	
Dated:	, 2021	Dated:	, 2021
Attachments:	Exhibit I Exhibit II		

Exhibit I

SCHOOL RESOURCE OFFICER PROGRAM GOALS

- 1. To enhance student safety and improve the security of school campuses;
- 2. To develop and promote positive relationships between students and law enforcement officers;
- 3. To foster a better understanding of law enforcement officers in the community;
- 4. To develop positive concepts of law enforcement;
- 5. To identify and prevent delinquent behavior through counseling and referral;
- 6. To provide assistance and support for victims of crime identified within the school setting, including abused children;
- 7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities;
- 8. To provide information about crime prevention;
- 9. To enhance knowledge of the fundamental concepts and structure of the law; and
- 10. To provide materials and consultative assistance to teachers and parents on various law education topics.

Exhibit II

SCHOOL RESOURCE OFFICER PROGRAM GUIDELINES

- 1. The School Resource Officer (SRO) is a CITY police officer, and shall remain exclusively an employee of the CITY and responsible to the police department chain of command.
- 2. Prior to the first day of school, the SRO will present to the Principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for District pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.
- 3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.
- 4. The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.
- 5. The SRO will engage with students in the following ways: during student arrival, between class breaks and during lunch periods, and during and through the conclusion of school dismissal.
- 6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a substantial portion of the school day, the SRO shall notify the Principal and provide the Principal with a means of contacting the SRO or the appropriate law enforcement agency.
- 7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as

appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If at all possible, the SRO should coordinate arrest and other operational strategies with the Principal.

- 8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the Principal, parents shall be notified by school staff, and police department policy will exclusively be followed.
- 9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop, support, and cultivate an understanding of the SRO program.
- 10. As determined by the police department, the SRO shall submit activity reports to be reviewed by the Principal and the Director of District and School Security.
- 11. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:
 - A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the Principal. A copy of that request must also be provided to the Chief of Police or his/her designee and the Director of the Office of District and School Security.
 - B. Within a reasonable period of time after receiving the request for review from the SRO, the Director of the Office of District and School Security, will meet with the Chief of Police, or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

- 1. With the approval of the Chief of Police or his/her designee, and the Director of the Office of District and School Security, the SRO, and specified members of the school staff, may be required to be present at a mediation meeting.
- 2. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Chief of Police, and the Director of the Office of District and School Security, or designees thereof, a reasonable alternative action will be identified and agreed upon in writing.
- 12. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedures should be followed:
 - A. The Principal will meet with the SRO, and the SRO's law enforcement supervisor and express the concerns and needs of the school. The Principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.
 - B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the Principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the Principal may request the SRO be reassigned from their position at their assigned school.
 - C. The Principal shall contact the Director of District and School Security and request that the SRO be removed from the program at his/her school.
- 13. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The Principal or any other BOARD employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department's Internal Affairs function.

14. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Joan Junkala-Brown, Deputy City Manager

DATE: 8/5/2021

RE: Consideration of a purchase offer for City-owned surplus real estate located at 194 Holiday

Park Boulevard NE from buyer Zoltan Szabo (\$18,553).

In 2019, the City acquired a 0.12-acre lot located at 194 Holiday Park Blvd NE in Port Malabar Holiday Park Mobile Home Recreation District (Holiday Park) through escheatment by Brevard County for nonpayment of taxes pursuant to the tax certificates/tax deeds sale procedures of the Chapter 197, Florida Statutes.

On August 20, 2020, City Council declared this property as surplus real estate. This property has been listed for sale through the City's contract residential real estate broker, Ellingson Properties, LLC.

Ellingson Properties prepared a Comparative Market Analysis (CMA) with a suggested list price of \$13,550. Following review, the City requested the broker list this property at the value of the highest comparable, which was \$18,553. The City received a purchase offer of \$18,553 from buyer Zoltan Szabo.

It is important to note that, while the City has title to the land, it does not have clear title to the mobile home. Any interested buyer, at their own expense, would need to subsequently file a title action related to the mobile home, which is in severe disrepair as the home has been neglected for years. The Buyer accepts the property as-is and understands that the title action and all other remedies to the property or mobile home is at the Buyer's expense.

REQUESTING DEPARTMENT:

Community & Economic Development

FISCAL IMPACT:

Upon closing, sale proceeds will be deposited into the General Fund account 001-0000-388-1001 (Sales Proceeds) to be transferred to account 307-0000-381-1001 (Road Maintenance Fund).

RECOMMENDATION:

Motion to authorize the City Manager to execute the purchase contract for City-owned surplus real estate located at 194 Holiday Park Blvd. NE with buyer Zoltan Szabo and bring forth a Resolution at a future Council meeting.

ATTACHMENTS:

Description

Purchase Contract 194 Holiday Park Blvd. NE (Zoltan Szabo)

"AS IS" Residential Contract For Sale And Purchase THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



PA	ARTI	ES:
an	d	that Seller shall sell and Buyer shall buy the following described Real Property and Personal Propert
(cc	ollect	that Seller shall sell and Buyer shall buy the following described Real Property and Personal Propert ively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchas y riders and addenda ("Contract"):
		OPERTY DESCRIPTION:
٠.	(a)	Street address, city, zip:194 Holiday Park Blvd., Palm Bay, FL 32907
	(h)	Located in:Brevard County, Florida. Property Tax ID #: 2843322
	(c)	Real Property: The legal description is Port Malabar Holiday park Unit 1 Lot 63 Blk 7 PID#28-37-33-
	(-,	KA-00007.0-0063.00
		together with all existing improvements and fixtures, including built-in appliances, built-in furnishings an attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) of by other terms of this Contract.
	(d)	Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following item
	` '	which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s) drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate
		and other access devices, and storm shutters/panels ("Personal Property"). Other Personal Property items included in this purchase are:
	, ,	Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer
	(e)	The following items are excluded from the purchase:
		PURCHASE PRICE AND CLOSING
2.	PU	RCHASE PRICE (U.S. currency):
		1 () () () () () () () () () (
	(a)	Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$
	1150	(CHECK ONE): (i)accompanies offer or (ii) X is to be made within (if left
		blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
		Escrow Agent Information: Name: E Title Services
		OPTION (ii) SHALL BE DEEMED SELECTED. Escrow Agent Information: Name: E Title Services Address: 5815 S US 1, Rockledge, Fl 32955 Phone: 321-450-4770 E-mail: lu@etitlebrevard.com Fax:
		Phone: 321-450-4770 E-mail: lu@etitlebrevard.com Fax:
	(b)	Phone: 321-450-4770 E-mail: lu@etttlebrevard.com Fax:
		days after Effective Date\$\$
	(c)	(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit") Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8
		Other:\$
	(e)	Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other COLLECTED funds \$16,698
		NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.
3.	TIM	E FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:
		If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
	` '	, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
		Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
		the counter-offer is delivered.
	(b)	The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed o
	O1 4	initialed and delivered this offer or final counter-offer ("Effective Date").
4.	and	DSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur the closing documents required to be furnished by each party pursuant to this Contract shall be delivered osing") on30 days after executed contract ("Closing Date"), at the time established by the Closing Agent.
	- ul - 4	7 5
	er's Ir	itials Seller's Initials Page 1 of 12 Seller's Initials altors/FloridaBar-ASIS-5x Rev.6/19 © 2017 Florida Realtors° and The Florida Bar, All rights reserved.
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5. EXTENSION OF CLOSING DATE:

- (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.
- (b) CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING. If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.
- 7. ASSIGNABILITY: (CHECK ONE): Buyer may assign and thereby be released from any further liability under this Contract; may assign but not be released from liability under this Contract; or may not assign this Contract.

FINANCING

8. FINANCING:

(a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

(b) This Contract is contingent upon Buyer obtaining approval of a conventional FHA VA or other (describe) loan within (if left blank, then 30) days after Effective Date ("Loan Approval Period") for (CHECK ONE): fixed, adjustable, fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of (if left blank, then 30) years ("Financing").

(i) Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's mortgage broker and lender in connection with Buyer's mortgage loan application.

- (ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status and progress, and release preliminary and finally executed closing disclosures and settlement statements, to Seller and Broker.
 - (iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.
- (iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been unable to obtain Loan Approval and has elected to either:
 - (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
 - (2) terminate this Contract.

Buyer's Initlals	Page 2 of 12	Seller's Initials	
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109 110 111		(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract
112 113		by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period. (vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in
114 115		default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.
116 117 118 119 120 121		(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.
122 123* 124*		(c) Assumption of existing mortgage (see rider for terms). (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).
125		CLOSING COSTS, FEES AND CHARGES
126	9.	CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:
127	-	(a) COSTS TO BE PAID BY SELLER:
128		• Documentary stamp taxes and surtax on deed, if any • HOA/Condominium Association estoppel fees
129		• Owner's Policy and Charges (if Paragraph 9(c)(i) is checked) • Recording and other fees needed to cure title
130		• Title search charges (if Paragraph 9(c)(iii) is checked) • Seller's attorneys' fees
131*		 Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked) Other:
132 133		a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at
134		Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay
135		such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.
136		(b) COSTS TO BE PAID BY BUYER:
137		Taxes and recording fees on notes and mortgages Loan expenses
138		Recording fees for deed and financing statements Appraisal fees
139		Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked) Buyer's Inspections
140		Survey (and elevation certification, if required) Buyer's attorneys' fees
141		 Lender's title policy and endorsements HOA/Condominium Association application/transfer fees All property related insurance Owner's Policy Premium (if Paragraph
142 143		• Municipal lien search (if Paragraph 9(c)(ii) is checked) • McAcondominium Association application/transfer fees • Owner's Folicy Fremium (if Faragraph 9(c)(iii) is checked.)
144*		• Other:
145*		(c) TITLE EVIDENCE AND INSURANCE: At least (if left blank, then 15, or if Paragraph 8(a) is checked,
146		then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida
147		licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title
148		Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be
149		obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a
150		copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy
151		premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set
152		forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated
153		and allocated in accordance with Florida law, but may be reported differently on certain federally mandated
154		closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded
155		liens imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority or agency.
156 157		(CHECK ONE):
158*		(i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the
159		premium for Buyer's lender's policy and charges for closing services related to the lender's policy,
160		endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other
161		provider(s) as Buyer may select; or
162*		[ii] Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing
163		services related to Buyer's lender's policy, endorsements and loan closing; or
	Buy	er's Initials 29 Page 3 of 12 Seller's Initials
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164*			(iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]: Seller shall furnish a copy of a prior owner's policy
			of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence,
165			which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C)
166			municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's
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168*			policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$
169		(.1)	(if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.
170		(a)	SURVEY: On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property
171			surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real
172			Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
173*		(e)	HOME WARRANTY: At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by
174*			at a cost not to exceed \$ A home
175			warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in
176			appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.
177		(f)	SPECIAL ASSESSMENTS: At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body
178			("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and
179			ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an
180			improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being
181			imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may
182			be paid in installments (CHECK ONE):
183*			x (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
184			Installments prepaid or due for the year of Closing shall be prorated.
185*			(b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.
186			IF NÉITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
187			This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district
188			(CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.
189			DISCLOSURES
190	10.		CLOSURES:
191		(a)	RADON GAS: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in
192			sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
193			exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding
194			radon and radon testing may be obtained from your county health department.
195		(b)	PERMITS DISCLOSURE: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller
196			does not know of any improvements made to the Property which were made without required permits or made
197			pursuant to permits which have not been properly closed. If Seller identifies permits which have not been
198			properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans,
199			written documentation or other information in Seller's possession, knowledge, or control relating to
200			improvements to the Property which are the subject of such open permits or unpermitted improvements.
201		(c)	MOLD: Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or
202		` '	desires additional information regarding mold, Buyer should contact an appropriate professional.
203		(d)	FLOOD ZONE; ELEVATION CERTIFICATION: Buyer is advised to verify by elevation certificate which flood
204			zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to
205			improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"
206			or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
207			Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
208			flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
			through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
209			may terminate this Contract by delivering written notice to Seller within (if left blank, then 20) days after
210*			Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
211			obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
212			designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums
213			for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured
214			
215			or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial
216			rating.
217		(e)	ENERGY BROCHURE: Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure

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required by Section 553.996, F.S.

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- (f) LEAD-BASED PAINT: If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) SELLER DISCLOSURE: Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (b) WALK-THROUGH INSPECTION/RE-INSPECTION: On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS: If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,

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consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES: At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

- 13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to COLLECTION, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become COLLECTED shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.
 - In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.
- 14. PROFESSIONAL ADVICE: BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER. Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) BUYER DEFAULT: If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under

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this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT**: If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort. Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific

This Paragraph 15 shall survive Closing or termination of this Contract.

- 16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled
 - (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
 - (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.
- 17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

- TITLE EVIDENCE: RESTRICTIONS: EASEMENTS: LIMITATIONS: Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for RESIDENTIAL PURPOSES. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
- (ii) TITLE EXAMINATION: Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

- **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.
- C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access. D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.
- **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.
- **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.
- **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
- H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

- CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:
- (i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.
- (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.
- (iii) FinCEN GTO NOTICE. If Closing Agent is required to comply with the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and report of said information to IRS.
- (iv) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.
- J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.
- K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.
- L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.
- **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

- N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.
- O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.
- P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.
- **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.
- **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.
- S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts. T. RESERVED.
- **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.
- V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.
- (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.
- (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.
- (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.

565 566 567	subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.
568	ADDENDA AND ADDITIONAL TERMS
569* 570	19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):
	A. Condominium Rider B. Homeowners' Assn. C. Seller Financing D. Mortgage Assumption E. FHA/VA Financing F. Appraisal Contingency G. Short Sale H. Homeowners/Flood Ins. I. RESERVED L. RESERVED D. Mortgage Assumption Line D. Mortgage Assumption D. Mortgage Assumption Line D. Mortgage Assumption Line D. Mortgage Assumption D
	Disclosure
	Other:
571* 572	ADDITIONAL TERMS: 1) Port Malabar Holiday Park Recreation District Disclosure 2) Port Malabar Holiday Park Purchase Addendum
573	3) Addendum "A" to Contract
574	4) E Title Services ABA Disclosure Statement
575	5) Offer Acceptance Acknowledgement
576	6) Seller's Property Disclosure Update
577	7) Utilities Acknowledgement
578	8) Lead Based-Paint Disclosure
579	Buyer acknowledges that there is an application for purchase/registration if buyer is a first time resident.
580	Application and the non-refundable \$50 application fee for purchase/registration needs to be taken to the Holiday
581	Park Business Office suggested to call them for info at 321-724-2240. Buyer understands that this property is not habitable and it is the buyers responsibility to remove mobile home and concrete pad. Contract contingent upon
582	council acceptance of resolution and mayor signature. Buyer will in that process of obtains
583	a Hay cled Search Certificate by paying the initial 9900 feel to Clearosell. tim.
584	of clear tosell isable to pringe a tex ded seed certificate then Beign will
585	Proceed to say the \$1850 to contrar deciles to abtain tox deed Seed acts car. Sellen
586	25 Buy agree that Buy wil only to closing a property can be than spercel for the clear
587	title. Fir at Contract the will still maintain tengties in person and closing
	COUNTER-OFFER/REJECTION Based on clear offer on the counter-offer, Buyer must sign or initial the counter-offered terms and
588	Entract contingent on confunction that Buy com place a bouble wich on lot.
589*	Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
590	deliver a copy of the acceptance to Seller).
591*	Seller rejects Buyer's offer.
	Buyer's Initials 2
Se	Form Simplicity

THIS IS INTENDED TO BE A LEGALLY BINDIN ADVICE OF AN ATTORNEY PRIOR TO SIGNING	G CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
THIS FORM HAS BEEN APPROVED BY THE FLO	ORIDA REALTORS AND THE FLORIDA BAR.
terms and conditions in this Contract should be a	The Florida Bar does not constitute an opinion that any of the ccepted by the parties in a particular transaction. Terms and respective interests, objectives and bargaining positions of all
AN ASTERISK (*) FOLLOWING A LINE NUMBER TO BE COMPLETED.	IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK
Buyer: Z SZ	Date: 7/2/2/
Buyer:	Date:
Seller:	Date:
Seller:	
Buyer's address for purposes of notice	Seller's address for purposes of notice
entitled to compensation in connection with this C Closing Agent to disburse at Closing the full amo agreements with the parties and cooperative agree	y, named below (collectively, "Broker"), are the only Brokers contract. Instruction to Closing Agent: Seller and Buyer direct unt of the brokerage fees as specified in separate brokerage ements between the Brokers, except to the extent Broker has contract shall not modify any MLS or other offer of compensation obsers.
Jenny Walker	Jenny Walker
Cooperating Sales Associate, if any	Listing Sales Associate
Ellingson Properties, LLC	Ellingson Properties, LLC
Cooperating Broker, if any	Listing Broker

Buyer's Initials Page 12 of 12 Seller's Initials Seller's Initials

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Sollar's Pr	operty Disclosure Upda	ute.		ELLINGSON PROPERTIES
,				(121) 750-7040 www.Grogifflingoon.com
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City of Pa	Im Bay owned Property		Pain Ba	4 76 32907
Notice to Lic	ensee and Seller: Only the S	Seller should fill out this form.	P	
incorrect, you	u must promptly notify Buye	set forth in a previously prover. Use the space below to material formation is accurate as of the second sec	ake corrections and pro	ent becomes inaccurate or vide additional information, if
Seller (City	of Palm Bay) makes no re	presentations or warranties	as to the condition of	any property or the
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Seller: A	The	/ Suzanne Shermo	r, City Munayer	Date: 1-29-202)
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Port Malabar Holiday Park Purchase Addendum

Seller makes no claim of title (ownership) to the manufactured home(s) currently situated on the land and will convey marketable title of the land only to the Buyer by special warranty deed. Buyer expressly acknowledges that this Contract is for the sale and purchase of the land described therein only and is not for the sale and purchase of the manufactured home(s) which is/are currently situated on the land.

Seller is under no obligation to demolish or remove the manufactured home(s) from the property prior to closing, and Buyer, by making an offer to enter into this Contract with Seller, acknowledges same.

Buyer further acknowledges that the property lies within the Port Malabar Holiday Park Mobile Home Park Recreation District (PMHPMHRD), a Florida Special Taxing District (RECREATION DISTRICT) and is governed by rules, regulations and deed restrictions and the district Trustees consider the presence of the manufactured home(s) on the property to be a violation of its covenants and restrictions due to (among other reasons) the deteriorated condition of the manufactured home(s).

Any and all costs associated with demolition and/or removal of the manufactured home(s) from the property shall be borne by Buyer.

Buyer will indemnify and hold Seller, Seller's broker(s), agents, employees, harmless for any loss or damages arising from any claims from the owner of the manufactured home(s) for improper demolition, destruction, and/or removal of the manufactured homes from the property.

The provisions of this Addendum will survive closing.

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Buyer			Date
		<u> </u>	×
Buyer			Date
Seller			Date

Addendum 'A' to Contract

The Addendum is made to the Contract between the City of Palm Bay, a Florida n	nunicipal corporation, as
Seller, and Zottan Szago	as Buyer, for
the sale and purchase of the Property at 194 Holiday Pack Blue	d, Polm Bay, FL 32940
as follows, and the provisions, terms, and conditions stated herein shall be contro	olling over any provision,
term, or condition to the contrary contained in the remainder of the Contract.	

No Conveyance of Personal property: Seller is not hereby selling or agreeing to convey any personal property and makes no representations or warranties regarding the same. Seller will not provide a bill of sale or any other document of conveyance or assignment of any warranties, etc. for any personal property located on the premises. Seller abandons any and all such personal property located on the premises at the Effective Date unless specifically excluded by addendum and shall not be responsible for removal of the same. If any such personal property located on the premises at the Effective Date shall be damaged, destroyed, lost, or stolen during the pendency of the Contract prior to Closing, the same shall not excuse Buyer's performance in any way Buyer's obligations under this Contract including Buyer's obligation to close.

All prorations at closing final: All prorations, including but not limited to, any and all taxes, fees, utilities, homeowners or condominium association assessments and dues and any other charges against the Property as reflected on the settlement statement executed by the Seller are FINAL. No adjustments or payments will be made by Seller post-closing. Tax prorations are based on the last known tax year or current tax bill if available. Special assessments will be prorated up to the Closing Date regardless if said assessments are due in full or in future installments. Any special assessments levied and payable in installments shall be prorated to the Closing Date and shall be assumed and paid by Buyer from the Closing Date forward. In no instance shall the Seller be responsible for the payment of any assessment pending but not levied as of the Closing Date.

<u>No Duty to Cure Title Defects</u>: Seller's obligations under this Contract are subject to Seller's ability to deliver marketable title. Seller has no obligation to expend any money to cure any defect in title. Buyer's sole remedy is limited to a return of Buyer's Deposit. Under no circumstances shall Seller be obligated to reimburse Buyer for any of Buyer's expenses in inspecting the Property.

If in Seller's sole discretion Seller finds that it is not able to convey marketable title without expenditure of monies or other resources, Seller has the sole discretion to either extend the contract or terminate the contract and return all earnest money to Buyer upon termination.

If Seller elects to extend this Contract of Sale, Seller shall have a minimum 30 days to resolve any title defects before terminating the Contract. If in Seller's sole discretion Seller is not able to cure any title defects within the 30 day period, either Buyer or Seller has the option to immediately terminate this Contract of Sale, with no further obligation, and all earnest money will be returned to Buyer. Buyer and anyone claiming by, through, or under Buyer, including any mortgagees of Buyer, agree to hold Seller

harmless from all liabilities, losses, costs, charges, expenses and damages of any type whatsoever, including reasonable attorney's fees, sustained by Buyer by reason of or arising out of any title defects discovered after closing and shall look to recover only from any title insurance policy for any loss incurred thereby.

No Disclosures, Warranties, or Representations Regarding Condition of Property: Seller and Seller's agents, brokers, employees, and other representatives make no warranties and disclaim any knowledge of the condition of the Property, other than as may be disclosed in the Inspection Report (as hereinafter defined), if any, that has been prepared for the Property. Seller may not have knowledge of any material facts or defects impacting the Property. Buyer acknowledges that neither the Seller nor any other person acting on its behalf, including specifically Seller's Broker (whether acting solely as Seller's Broker or as a 'transactional broker), has made any representation regarding the condition of the Property, any of the appliances or structural components that may be contained therein, its fitness for general or specific use, or any other matter affecting the Property. If an inspection report has been obtained by or on behalf of Seller or Seller's representative (the "Inspection Report(s)"), such Inspection Report may be provided to Buyer for Buyer' information only but no representation or warranty shall be made as to the accuracy or completeness of such Inspection Report and in no event shall this be deemed to be a part of the Contract. Nothing herein shall obligate Seller to procure any such Inspection Reports but Seller may provide to Buyer any Inspection Reports in Seller's possession, as for example if obtained by Seller from a previous Buyer who failed to close. If after Closing it is discovered that Seller did not provide any Inspection Report in Seller's possession, Buyer expressly waives any claim against Seller for failure to provide the same prior to Closing.

Neither Seller nor any person acting as Seller's representative has occupied the Property and no party represents or warrants that the Property conforms to local building codes, zoning requirements or any other applicable laws, rules or regulations.

Buyer acknowledges that Buyer has had the opportunity to inspect, examine and make a complete review of the Property prior to the close of escrow of the Contract. Buyer will rely solely on its own inspection and review to evaluate the condition of the Property. Buyer acknowledges that it is Buyer' sole responsibility to obtain inspection reports by qualified professionals on the appliances, structural components, alterations and additions to the Property and to determine the presence of any toxic or hazardous substances on the Property, including, but not limited to, mold, radon, asbestos and lead paint, that would make it uninhabitable or dangerous to the health of the occupants or otherwise not in compliance with law, or any other factors regarding the condition of the Property about which Buyer may be concerned.

In the event electrical, plumbing, water and/or heating services are shut down for Property preservation or other purposes, Seller will NOT reactivate these systems prior to closing. Buyer understands, acknowledges, and agrees that neither Seller nor any person acting as Seller's representative is making any warranties or representations, either expressed or implied, as to the condition of the Property. The Property is being conveyed to Buyer in "AS IS/ WHERE IS" condition and "with all faults." It is the right and

responsibility of the Buyer to inspect the Property and Buyer must satisfy himself/herself as to the condition of the Property. If Buyer fail to inspect the Property, such failure shall not under any circumstances alter, change or impair the understanding and agreement made between the Seller and Buyer as set forth herein.

Buyer shall execute at closing a Waiver and Release Regarding Property Condition. Seller, Seller's agents and Buyer shall, if the Property was built prior to 1978, execute a LEAD BASED PAINT Disclosure Addendum to Contract of Sale, a form of which shall be provided by Seller's representative. By signing this addendum, if applicable, the Buyer acknowledge that he/she have received a copy of the EPA manual "Protect Your Family from Lead in Your Home."

Buyer hereby acknowledges that Seller shall not be providing Buyer with a Real Estate Transfer Disclosure Statement and/or a Certificate of Occupancy with respect to the Property. Buyer hereby waives any requirement that Seller furnish Buyer with any such disclosure statement and/or a Certificate of Occupancy and hereby releases Seller from any and all liability resulting from the non-delivery of such disclosure statement and/or a Certificate of Occupancy.

Seller does not agree to provide building permits. It is Buyer' responsibility to confirm building and safety compliance on the Property during the inspection period. Seller is under no obligation to clear any existing municipal code and/or ordinance violations, but may in its sole discretion agree to forbear enforcement of same and/or close with an agreement to provide Buyer with an agreed upon time period after closing within which Buyer shall bring the Property into compliance. By closing, Seller does not waive any rights to continue to enforce any municipal codes which the Property may be in violation of.

By entering into this Contract, Buyer agrees to indemnify Seller and Seller's representatives and fully protect, defend and hold Seller and Seller's representatives harmless from and against any and all claims, liens, losses, damages, liabilities, costs, injuries, attorney's fees and expenses of every kind and nature that may be made against Seller or the Property for any liens on the Property, any damage to the Property and/or injury to Buyer or any other persons that may arise from Inspections, repairs, replacements. Buyer shall indemnify and fully protect, defend and hold Seller its servicers, representatives, agents, attorneys and employees harmless from any and all claims, costs, liens loss, damages, injuries, attorney's fees and expenses of every kind and nature, resulting from or arising out of any inspections, repairs, replacements or any other work performed in or upon the premises by Buyer or its agents, employees, contractors or assigns. In the event any repairs are made at the premises, or any work or material are added to the premises, or the value of the premises is enhanced in any way, then in the event this transaction does not close, all material added to the premises shall become the sole and exclusive Property of the Seller, and Seller shall have no liability to Buyer or any third party for any such material or work completed.

<u>No Occupancy or Repairs Before Closing</u>: Occupancy of the Property shall NOT be permitted prior to closing and funding. BUYER WILL NOT BE PERMITTED TO COMMENCE ANY REPAIRS PRIOR TO CLOSING, NOR SHALL SELLER BE REQUIRED TO MAKE ANY REPAIRS.

<u>Multiple Offers</u>: Buyer acknowledges that Seller may have received offers prior to or may receive offers after receipt of this offer. Buyer acknowledges that the Seller may consider all offers regarding purchase, regardless of the date of receipt of the offer and that Seller may accept or reject any offer at its sole discretion. The Contract shall not be deemed accepted by Seller until Seller's signature is affixed hereon and a fully executed original counterpart or facsimile of the Contract has been delivered to Buyer.

Limitation of Remedies: Buyer expressly waives the (a) remedy of specific performance, in the event of Seller's default, under this Agreement, (b) Buyer agrees to forgo to record or file a lis pendens or a notice of pendency of action or similar notice against all or any portion of the Property; (c) Buyer waives the right to invoke any other equitable remedy that may be available, that, if invoked, would prevent the Seller from conveying the Property to a third party buyer, (d) Buyer waives any claims or losses relating to environmental conditions affecting the Property, including but not limited to, mold, lead paint, fuel, oil, allergens or any other toxic substances of any kind, and (e) Buyer waives any claim or losses arising from encroachments, easements and/or shortages which would have been disclosed or revealed to the Buyer by a survey or inspection of the Property or by a search of the public records. In the event that the Buyer, files a claim in direct contradiction to the waivers agreed to above, or contemplated here, Buyer shall reimburse Seller for all reasonable attorney fees and costs incurred by Seller in defending such action, if Seller prevails.

No Duty to Maintain Property: Seller is under no duty to maintain or otherwise deliver the Property in the same condition as it was in at the Effective Date or at the close of Buyer's Inspection Period. In the event the Property is damaged either after the Effective Date or Inspection Period, Seller has not duty or obligation to expend any monies or other resources to repair the Property, and the same shall not excuse Buyer's performance unless the cost to repaid any such damage exceeds \$2000.00, as determined in writing by an estimate provided by a contractor licensed to make such repairs or by a licensed insurance adjustor (which written estimate must accompany any notice by Buyer to terminate this Contract), in which event Buyer may elect to terminate the Contract if Seller elects to not make any repairs, and Buyer's sole remedy shall be return of Buyer's Deposit, and both parties shall thereupon be released from any liability under this Contract.

<u>Locks, Keys, Etc.</u>: Buyer shall at Buyer's sole expense install new locks on the Property immediately after closing, and Buyer shall hold Seller and Seller's representatives harmless from and indemnify Seller and Seller's representatives against any and all damages, claims, liens, losses, liabilities, costs, injuries, attorney's fees and expenses of every kind and nature that may be made against Seller as a result of Buyer failure to install new locks on the Property. Seller shall not be responsible to provide any keys, garage door openers, or other access devices beyond what is in Seller's possession.

<u>Conveyance</u>: Seller shall convey by special warranty deed, subject to all restrictions, easements, covenants, and other matters of record.

<u>Survey</u>: Buyer shall obtain any desired or required survey(s) of the Property no later than the expiration of Buyer's inspection period. In the event any encroachment(s) are revealed by any survey obtained by

Buyer, Seller shall be under no obligation to cure same, and Buyer's sole remedy shall be to terminate this Contract and receive a return of Buyer's Deposit. If Buyer obtains a survey after the inspection period which reveals an encroachment as would prevent a Buyer from obtaining title insurance coverage in favor of Buyer's lender, Buyer may terminate the Contract but Seller may retain Buyer's Deposit and thereby both parties shall be release from any further liability under this Contract; provided that if the Contract is not otherwise contingent on Buyer obtaining mortgage financing, then Buyer must close notwithstanding the encroachment(s) revealed by the survey, and Seller may avail itself of specific performance.

'Restricted Persons' Not Eligible to Purchase: Unless specifically disclosed to Seller in writing at the time of the submission of Buyer's offer, and a specific written waiver is included with Seller's notification of acceptance of Buyer's offer, Buyer acknowledges that as a material inducement to Seller to enter into this Contract with Buyer, Buyer affirmatively represents to Seller that Buyer is not a 'restricted person' as defined as follows: (1) Seller's Broker, (2) Seller's Broker's employees, (3) Seller's Broker's agents, (4) any persons who are affiliated with any of the foregoing, (5) any persons who are married to any of the foregoing, (6) any persons who are first degree relatives of any of the foregoing (for the purpose of this Section term "first degree relative" means parent, child, or sibling).

If after closing Seller discovers that Buyer is a prohibited person, Seller may elect to rescind the sale of the Property to Buyer, and Buyer shall be responsible for all of Seller's costs and attorney's fees if Seller shall elect to rescind the sale.

<u>Addendum to Survive Closing</u>: Buyer acknowledges that the terms and condition of this Addendum shall survive the closing.

Buyer:	
<u> </u>	<u>ブ・フ・ン</u>] Date
	Date
Seller	
City of Palm Bay, a Florida mur	nicipal corporation
By:	Date
As:	



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Joan Junkala-Brown, Deputy City Manager

DATE: 8/5/2021

RE: Consideration of a purchase offer for City-owned surplus real estate located at 1042

Moonlight Court NE from buyer Teresa A. Linton (\$22,250).

In 2019, the City acquired a 0.14-acre lot located at 1042 Moonlight Court NE in Port Malabar Holiday Park Mobile Home Recreation District (Holiday Park) through escheatment by Brevard County for nonpayment of taxes pursuant to the tax certificates/tax deeds sale procedures of the Chapter 197, Florida Statutes.

On August 20, 2020, City Council declared this property as surplus real estate. This property has been listed for sale through the City's contract residential real estate broker, Ellingson Properties, LLC.

Ellingson Properties prepared a Comparative Market Analysis (CMA) with a suggested list price of \$24,980. Following review, the City requested the broker list this property at the value of the highest comparable, which was \$29,989. On May 20, the City received a purchase offer of \$20,000 from buyer Teresa A. Linton, for which the City countered at \$25,000. Subsequently, the Buyer submitted a counter offer of \$22,250.

It is important to note that, while the City has title to the land, it does not have clear title to the mobile home. Any interested buyer, at their own expense, would need to subsequently file a title action related to the mobile home, which is in severe disrepair as the home has been neglected for years. The Buyer accepts the property as-is and understands that the title action and all other remedies to the property or mobile home is at the Buyer's expense.

REQUESTING DEPARTMENT:

Community & Economic Development

FISCAL IMPACT:

Upon closing, sale proceeds will be deposited into the General Fund account 001-0000-388-1001 (Sales Proceeds) to be transferred to account 307-0000-381-1001 (Road Maintenance Fund).

RECOMMENDATION:

Motion to authorize the City Manager to execute the purchase contract for City-owned surplus real estate located at 1042 Moonlight Court NE with buyer Teresa A. Linton and bring forth a Resolution at a future Council meeting.

ATTACHMENTS:

Description

Purchase Contract for 1042 Moonlight Court (Teresa Linton)

"AS IS" Residential Contract For Sale And Purchase THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



	TIES:		ty of Palm Bay			
and	e that Se	Te ler shall sell and Bu	resa A. Linton	lowing described	Peal Property and D	("Buyer"
		operty") pursuant to th				
		and addenda ("Contrac	ot"):			
		Y DESCRIPTION:				
	(a) Street	address, city, zip: <u> </u>	042 Moonlight Co	ourt	Palm Bay	32907
	(b) Locate	nn:Brevard	County, Florida. Prop	erty Tax ID #:	28-37-32-Ka-00009	.0-0027.00
	PORT M	operty: The legal desc ALABAR HOLIDAY PAR	K UNIT 1 LOT 27 &	NW'LY 12.86 FT C	F LOT 28 BLK 9	
		er with all existing im				
		d wall-to-wall carpeting		Property") unless sp	ecifically excluded in	Paragraph 1(e) c
		r terms of this Contrac		1(a) or by other ter	ma of this Contract t	aa fallawing itam
		al Property: Unless ex are owned by Seller a				
		se: range(s)/oven(s), i				
		rods and draperies, bl				
		ner access devices, an				(),
	Other F	Personal Property item	s included in this purc	nase are: <u>n/a</u>		
	Person	al Property is included	in the Purchase Price	, has no contributo	y value, and shall be	left for the Buyer
	(e) The fol	lowing items are exclude	ded from the purchase	e: <u>n/a</u>		
			PURCHASE PR	ICE AND CLOSING	i	
	PURCHAS	E PRICE (U.S. current	cy):			.\$ 22,250.0
		eposit to be held in es				.\$ 2,250.0
		tial deposit made paya				
		K ONE): (i) ☐ accomp then 3) days after Effec				
		N (ii) SHALL BE DEEN		N BOX 13 CHECKE	.D, IIIEN	
	Escrow	Agent Information: Na	ame:	E Title Services	LLC	
	Addres	s: 5815 S US 1		Rockledge	${ t FL}$	_
	Phone	321-450-4770 E	-mail:	Fax: _		_
	(b) Additio	nal deposit to be delive	ered to Escrow Agent	within	(it left blank, then 10)	Φ • •
		ter Effective Date posits paid or agreed to				\$
		ng: Express as a dolla				
		ng. Express as a dolla	r amount or percentag	je (Louit / illouit)	occ i diagrapii c	
	(d) Other:_ (a) Palana	e to close (not includin	a Puwar'a alaaina aaat	o propoido and pro	rationa) by wire	\$0.0
		r or other COLLECTE				\$ 20,000.0
		For the definition of				Ψ
-		ACCEPTANCE OF O				
		signed by Buyer ar	nd Seller, and an	executed copy de	elivered to all partic	
			this offer shall be dee			
		Unless otherwise state	ed, time for acceptanc	e of any counter-of	fers shall be within 2	days after the da
		nter-offer is delivered.	. 4 4 . 1 11 1 41 1. 4		. (th D	
		ective date of this Cor I and delivered this off			e of the Buyer and Se	eller has signed o
١.		DATE: Unless modifie			e closing of this trans	action shall occu
		sing documents requi				
		on or before 8/27/				
	١					
3uye	r's Initials	<u>ル</u>	Page 1 of	12	Seller's Initials	
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5. EXTENSION OF CLOSING DATE:

- (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.
- (b) CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING. If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.
- 7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ▼ may not assign this Contract.

FINANCING

(a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's

8. FINANCING:

	obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges
	that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend
	the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.
	☐ (b) This Contract is contingent upon Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other
	(describe) loan within (if left blank, then 30) days after Effective Date ("Loan Approval
r	Period") for (CHECK ONE): ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph
	2(c)), at an initial interest rate not to exceed % (if left blank, then prevailing rate based upon Buyer's
	creditworthiness), and for a term of(if left blank, then 30) years ("Financing").
	(i) Buyer shall make mortgage loan application for the Financing within (if left blank, then 5) days
	after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms
	("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale
	by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.
	Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a
	default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited
	to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's

- mortgage broker and lender in connection with Buyer's mortgage loan application.

 (ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status and progress, and release preliminary and finally executed closing disclosures and settlement statements, to Seller and Broker.
 - (iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.
- (iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been unable to obtain Loan Approval and has elected to either:
 - (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
 - (2) terminate this Contract.

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Buyer's Initials	Page 2 of 12	Seller's Initials	
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	 (v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period. (vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. (vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. (c) Assumption of existing mortgage (see rider for terms). (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).
	CLOSING COSTS, FEES AND CHARGES
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9.	CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS: (a) COSTS TO BE PAID BY SELLER:
	 Obstrate Be PAID BT SELLER. Documentary stamp taxes and surtax on deed, if any Owner's Policy and Charges (if Paragraph 9(c)(i) is checked) Title search charges (if Paragraph 9(c)(ii) is checked) Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked) Seller's attorneys' fees Other: n/a Other: n/a Other: n/a Seller's attorneys' fees Other: n/a Seller's attorney
	 Taxes and recording fees on notes and mortgages Recording fees for deed and financing statements Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked) Survey (and elevation certification, if required) Lender's title policy and endorsements HOA/Condominium Association application/transfer fees Municipal lien search (if Paragraph 9(c)(ii) is checked) Loan expenses Appraisal fees Buyer's Inspections Buyer's attorneys' fees All property related insurance Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)
	 Other: (c) TITLE EVIDENCE AND INSURANCE: At least

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164 *		☐ (iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]: Seller shall furnish a copy of a prior owner's policy
165		of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence,
166		which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C)
167		municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's
168 *		policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$
169		(if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.
170	(d)	SURVEY: On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property
171	()	surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real
172		Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
173 *	(e)	HOME WARRANTY: At Closing, □ Buyer □ Seller ▼ N/A shall pay for a home warranty plan issued by
174 *	(0)	at a cost not to exceed \$. A home
175		warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in
176		appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.
177	(f)	SPECIAL ASSESSMENTS: At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body
178	(.)	("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and
179		ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an
180		improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being
181		imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may
182		be paid in installments (CHECK ONE):
183 *		(a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
184		Installments prepaid or due for the year of Closing shall be prorated.
185 *		(b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.
186		IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
187		This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district
188		(CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.
189		DISCLOSURES
	40 DIG	
190		SCLOSURES: PADON CAS: Bodon is a naturally accurring radioactive gas that when it is accumulated in a building in
191	(a)	RADON GAS: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
192		exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding
193		radon and radon testing may be obtained from your county health department.
194	(h)	PERMITS DISCLOSURE: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller
195	(D)	does not know of any improvements made to the Property which were made without required permits or made
196		pursuant to permits which have not been properly closed. If Seller identifies permits which have not been
197		properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans,
198 199		written documentation or other information in Seller's possession, knowledge, or control relating to
200		improvements to the Property which are the subject of such open permits or unpermitted improvements.
200	(c)	MOLD: Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or
202	(0)	desires additional information regarding mold, Buyer should contact an appropriate professional.
203	(d)	FLOOD ZONE; ELEVATION CERTIFICATION: Buyer is advised to verify by elevation certificate which flood
204	(u)	zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to
205		improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"
206		or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
207		Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
208		flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
209		through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
210 *		may terminate this contract by delivering whiteh holice to seller within the fill blank, then zon days after
210 * 211		may terminate this Contract by delivering written notice to Seller within (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
211		Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
		Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
211 212		Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

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- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE. IF APPLICABLE.
- (h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) SELLER DISCLOSURE: Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE. CONDITION. INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have ____0 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.
- (b) WALK-THROUGH INSPECTION/RE-INSPECTION: On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS: If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,

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Buyer's Initials	Page 5 of 12	Seller's Initials	
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- consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES: At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

- 13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to COLLECTION, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become COLLECTED shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.
 - In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.
- 14. PROFESSIONAL ADVICE: BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition. square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER. Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under

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Buyer's Initials	Page 6 of 12	Seller's Initials _	
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- this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

- **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:
 - (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
 - (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.
- 17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

- (i) TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS: Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for RESIDENTIAL PURPOSES. If there exists at Closing any violation of items identified in (b) (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.
- (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

- **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.
- **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access. **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.
- **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.
- **F.** TIME: Calendar days shall be used in computing time periods. Time is of the essence in this Contract. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.
- **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
- **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

- I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:
- (i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.
- (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.
- (iii) FinCEN GTO NOTICE. If Closing Agent is required to comply with the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and report of said information to IRS.
- (iv) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.
- J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.
- K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.
- L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.
- **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

- **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.
- O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.
- **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.
- **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.
- **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.
- S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts. T. RESERVED.
- **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.
- V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.
- (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.
- (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.
- (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

- (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.
- (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A. as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be

564 565 566 567	subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.
568	ADDENDA AND ADDITIONAL TERMS
569 * 570	19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable): A. Condominium Rider B. Homeowners' Assn. C. Seller Financing D. Mortgage Assumption E. FHA/VA Financing F. Appraisal Contingency G. Short Sale H. Homeowners/Flood Ins. I. RESERVED D. Interest-Bearing Acct. Seller Financing D. Mortgage Assumption B. Homeowners/Flood Ins. C. Seller Financing D. Mortgage Assumption D. W. Back-up Contract Disclosure D. W. Back-up Contract D. A. Licensee Property Interest Disclosure Disclosure Dother:
571 * 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587	20. ADDITIONAL TERMS: Buyer and Seller agree that the following are incorporated into the Sales Contract: 1) Port Malabar Holiday Park Recreation District Disclosure 2) Port Malabar Holiday Park Purchase Addendum 3) Addendum "A" to contract 4) E Title Services ABA Disclosure Statement 5) Offer Acceptance Acknowledgement 6) Seller's Property Disclosure Update 7) Utilities Acknowledgement 8) Lead Based Paint Disclosure Buyer acknowledges that there is an application for purchase/registration if Buyer is a first time resident. Application and the non-refundable \$50 application fee for purchase/registration needs to be taken to the Holiday Park Business Office before or within 2 days of executed contract. Buyer agrees to proceed to close on the purchase without Seller providing an owner's policy of title insurance.
588	COUNTER-OFFER/REJECTION
589 * 590 591 *	☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller). ☐ Seller rejects Buyer's offer.
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THIS IS INTENDED TO BE A LEGALLY BINDING OF ADVICE OF AN ATTORNEY PRIOR TO SIGNING.	CONTRACT. IF NOT FULLY	UNDERST	OOD, SEEK THE
THIS FORM HAS BEEN APPROVED BY THE FLORI	DA REALTORS AND THE F	LORIDA BA	R.
Approval of this form by the Florida Realtors and The terms and conditions in this Contract should be acceeded conditions should be negotiated based upon the respirate persons.	epted by the parties in a part	ticular transa	action. Terms and
AN ASTERISK (*) FOLLOWING A LINE NUMBER IN TO BE COMPLETED. Buyer: Treesa A. Lintor Buyer:			NTAINS A BLANK 07/29/2021
7/29/2021 12:58:37 PM EDT Teresa A. Lintor	1		
Buyer:		Date:	
Seller:		Date:	
City of Palm Bay		Date:	
Buyer's address for purposes of notice	Seller's address for purpo	ses of notice	
BROKER: Listing and Cooperating Brokers, if any, entitled to compensation in connection with this Conclosing Agent to disburse at Closing the full amount agreements with the parties and cooperative agreements are tained such fees from the escrowed funds. This Contended by Seller or Listing Broker to Cooperating Broker	tract. Instruction to Closing A of the brokerage fees as sp ents between the Brokers, ex ract shall not modify any MLS	Agent: Seller pecified in se accept to the	and Buyer direct eparate brokerage extent Broker has
Nancy Beasley		ry Ellingso	on
Nancy Beasley Cooperating Sales Associate, if any	Gregor Listing Sales Associa		on
	Listing Sales Associa		

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Port Malabar Holiday Park Purchase Addendum

Seller makes no claim of title (ownership) to the manufactured home(s) currently situated on the land and will convey marketable title of the land only to the Buyer by special warranty deed. Buyer expressly acknowledges that this Contract is for the sale and purchase of the land described therein only and is not for the sale and purchase of the manufactured home(s) which is/are currently situated on the land.

Seller is under no obligation to demolish or remove the manufactured home(s) from the property prior to closing, and Buyer, by making an offer to enter into this Contract with Seller, acknowledges same.

Buyer further acknowledges that the property lies within the Port Malabar Holiday Park Mobile Home Park Recreation District (PMHPMHRD), a Florida Special Taxing District (RECREATION DISTRICT) and is governed by rules, regulations and deed restrictions and the district Trustees consider the presence of the manufactured home(s) on the property to be a violation of its covenants and restrictions due to (among other reasons) the deteriorated condition of the manufactured home(s).

Any and all costs associated with demolition and/or removal of the manufactured home(s) from the property shall be borne by Buyer.

Buyer will indemnify and hold Seller, Seller's broker(s), agents, employees, harmless for any loss or damages arising from any claims from the owner of the manufactured home(s) for improper demolition, destruction, and/or removal of the manufactured homes from the property.

The provisions of this Addendum will survive closing.

Teren witor	07/29/2021
BU79842021 10:00:50 AM EDT	Date
Buyer	 Date
Seller	

Contact Us

Brevard County Property Appraiser
Dana Blickley, CFA

☐ Account: 2842902





#1

② Owners:

Brevard County

Mail Address:

700 S Park Ave C/O Asset Management Titusville FL 32780

Site Address:

1042 Moonlight Ct NE Palm Bay FL 32907

Parcel ID:

28-37-32-KA-9-27

? Taxing District:

54U0 - Palm Bay

2019 Exemptions:

EXLT - Lands Available For Taxes (Wrong exemption? Maybe this is why...)

Property Use:

0212 - Manufactured Housing - Single Wide

? Total Acres:

0.14

3 Site Code:

0001 - No Other Code Appl

Plat Book/Page:

0022/0125

Subdivision Name:

Port Malabar Holiday Park Unit 1

2 Land Description:

Port Malabar Holiday Park Unit 1 Lot 27 & Nw'ly 12.86 Ft Of Lot 28 Blk 9

△j́ Value

Category

2019

2018

2017

Market Value:

\$37,290

\$25,070

\$22,320



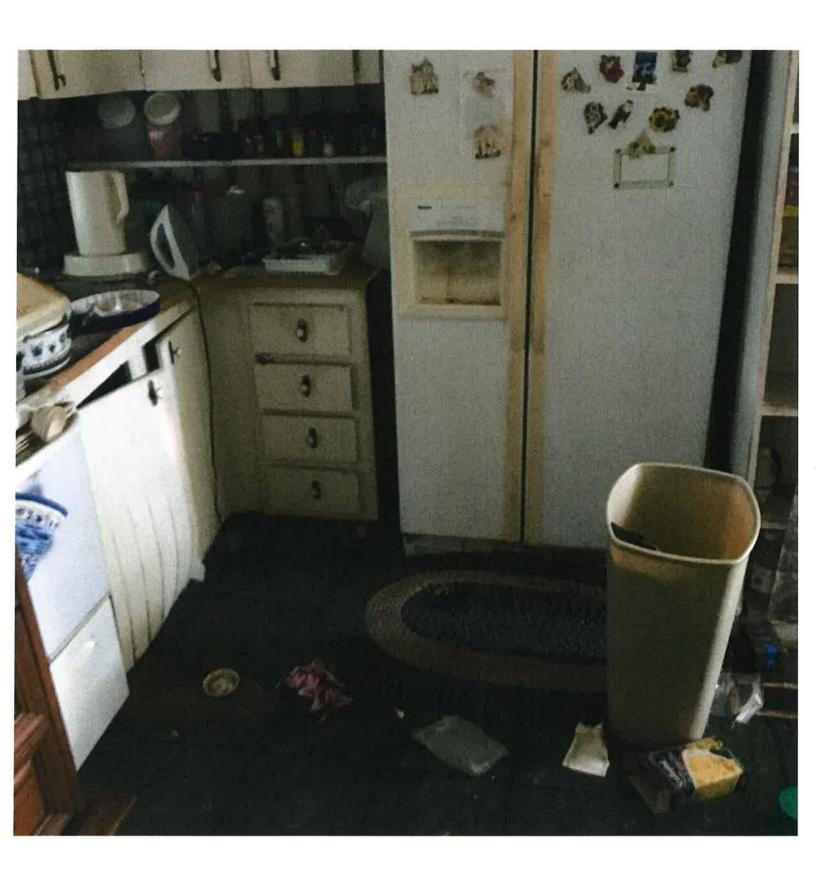








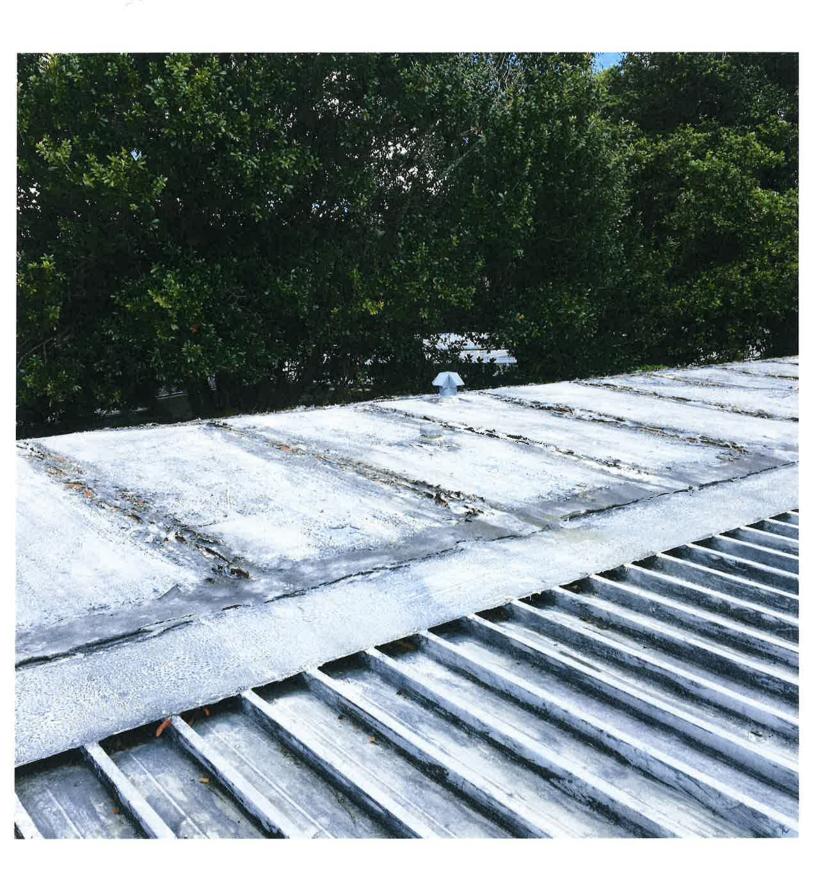


























INTER HOME IS DN SAD STATE - SOME FURNISHINGS, Lots OF DEBRIS & LARGE HOLE(S) IN COLLAPSED Ceiling AROKS.

Floor, HAS LARGE HOLE(S) & WARPED THRU-OUT TRAILER - DUE TO ROOF LEAKS.

WINDOWS ARE OLD & LOTS OF MISSING OR BAO SCREENS-

Alc is INTACT BUT, VERY OID & RUSTED. ROOF NEEDS REPLACEMENT - WAS SKINNED WITH METAL BUT NEEDED MAINTONIANCE IT NEVER Got - SEVERAL HOLES & BAD LOOKIN AREKS. TRUSSES EXPOSED INSIDE HOME.

CARPORT IN FAIR SHAPE WY SMALL ROOM,

TYPICAL METAL TYPE TRAIRER FINISH.

Kitchen & Baths NEED REDONE.

COULD NOT LOCATE CIRCUIT BOK. BOX DUF TO ONE DOOR Blockso FROM BACK SIDE & HOLES IN

THIS HOME IS IN HORRIBLE CONDITION & WOULD DEFINITELY TAKE MORE MONEY TO RE-BUILD THEN PURCHASE A RE-HAD OR NEW ONE,

(Total)



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Joan Junkala-Brown, Deputy City Manager

DATE: 8/5/2021

RE: Consideration of a purchase offer for City-owned surplus real estate located at 2050 Agora

Circle SE from buyer EJ & JT Associates Inc. (\$46,000).

In 2019, the City acquired a 0.61-acre unimproved lot located at 2050 Agora Circle SE, zoned RM-20, through escheatment by Brevard County for nonpayment of taxes pursuant to the tax certificates/tax deeds sale procedures of the Chapter 197, Florida Statutes.

On April 15, 2021, City Council declared this property as surplus real estate. This property has been listed for sale through the City's contract residential real estate broker, Ellingson Properties, LLC.

Ellingson Properties prepared a Comparative Market Analysis (CMA) with a suggested list price of \$42,000. The City received multiple purchase offers as shown on the attached spreadsheet. Staff and the Broker are recommending the acceptance of a purchase offer of \$46,000 from EJ & JT Associates Inc. The Buyer owns the property to the east at 2040 Agora Circle SE and intends on assembling the properties to construct a multifamily housing project.

REQUESTING DEPARTMENT:

Community & Economic Development

FISCAL IMPACT:

Upon closing, sale proceeds will be deposited into the General Fund account 001-0000-388-1001 (Sales Proceeds) to be transferred to account 307-0000-381-1001 (Road Maintenance Fund).

RECOMMENDATION:

Motion to authorize the City Manager to execute the purchase contract for City-owned surplus real estate located at 2050 Agora Circle SE with buyer EJ & JT Associates Inc. and bring forth a Resolution at a future Council meeting.

ATTACHMENTS:

Description

Agora Circle ALL OFFERS
Purchase Offer 2050 Agora Circe SE (EJ & JT Assoc)

Offers Agora Lots Lis			として は は は は と				
	List Price	Initial Offer	Closing	required 10%		Closing Date	
		Price	Choice	escrow	Buyer		Ranking
1942 Agora	42,000						
Jensen Beach Realty/Jim McGlone		\$ 45,000.00	Buyer	yes	BHA Land	TBD	
EXP Realty/Laura Cerpa		\$ 45,000.00	Seller	yes	Central FI Inv	TBD	1
RealNet Broker/Ivonne Alvares		\$ 40,000.00	Seller	ou	Quintana	TBD	
1956 Agora	42,000						
Jensen Beach Realty/jim McGlone		\$ 45,000.00	Seller	yes	BHA Land	TBD	1
Exp Realty/Laura Cerpa		\$ 45,000.00	Seller	yes	Cental FI Inv	TBD	
High Pro Realty/Jacqueline Pierre		\$ 42,000.00	Seller	no	Sibert	TBD	
RealNet Broker/Ivonne Alvares		\$ 40,000.00	Seller	no			
2050 Agora	42,000						
Jensen Beach Realty/Jim McGlone		\$ 45,000.00	blank	yes	BHA Land	TBD	
High Pro Realty/Jacqueline Pierra		\$ 42,000.00	Seller	no	Sibert	TBD	
Ellingson Properties/Jenny Walker		\$ 46,000.00	Seller	yes	EJ & JT	TBD	1
Exp Realty/Laura Cerpa		\$ 45,000.00	Seller	yes	Central FI Inv	TBD	

Vacant Land Contract



١.	Sale and Purchase ("Contract"): The City of Palm Bay and EJ & JT Associates, Inc.		("Buver
	(the "parties") agree to sell and buy on the terms and conditions specified below the property described as:	("Prope	erty")
	Address: 2050 Agora Circle SE, Palm Bay, FL 32907		
	Legal Description: PORT MALABAR UNIT 40 LOT 5 BLK 1981		
			·
	050 2 FMD / 20 /DMO 27 / Proverd 0 / 51 / D / D / D M 20 27	, 02.26	04004 0000
	SEC <u>3</u> /TWP / <u>29</u> /RNG <u>37</u> of <u>Brevard</u> County, Florida. Real Property ID No.: <u>29-37</u> including all improvements existing on the Property and the following additional property:	-03-26-	01981-0008
2.	Purchase Price: (U.S. currency)	\$	46,000.0
	All deposits will be made payable to "Escrow Agent" named below and held in escrow by: Escrow Agent's Name: Escrow Agent's Contact Person: Escrow Agent's Address: Escrow Agent's Phone: Escrow Agent's Email: Stacy Vollenweider 5815 S US 1, Rockledge, FL 32955 321-450-4720 Stacy@etitlebrevard.com		
	Escrow Agent's Contact Person: Stacy Vollenweider		
	Escrow Agent's Address: 5815 5 US 1, ROCKledge, FL 32955		
	Escrow Agent's Phone: 321-450-4720 Fscrow Agent's Fmail: stacy@etitlebrevard.com		
	(a) Initial deposit (\$0 if left blank) (Check if applicable)		
	□ accompanies offer		
	☑ will be delivered to Escrow Agent within <u>3</u> days (3 days if left blank)	•	4 600 0
	after Effective Date	\$	4,600.0
	within days (10 days if left blank) after Effective Date		
	☐ within days (3 days if left blank) after expiration of Due Diligence Period	\$	
	(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)		
	(d) Other:(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)	\$	
	to be paid at closing by wire transfer or other Collected funds	. \$	41,400.0
	(f) \Box (Complete only if purchase price will be determined based on a per unit cost instead of		price.) The
	unit used to determine the purchase price is \Box lot \Box acre \Box square foot \Box other (spec		
	prorating areas of less than a full unit. The purchase price will be \$ p calculation of total area of the Property as certified to Seller and Buyer by a Florida licen	er unit b	ased on a
	accordance with Paragraph 8(c). The following rights of way and other areas will be excludation:		
3.	Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and		
	delivered to all parties on or beforeJune 21, 2021, this offer will be withdrawn and any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date.		
	delivered. The "Effective Date" of this Contract is the date on which the last one of the	e me co Seller ar	ounter-oner i ad Ruver
	has signed or initialed and delivered this offer or the final counter-offer.	onor ar	ia Bayor
4.	Closing Date: This transaction will close on 40daysafteeffectivedate ("Closing Date"), unle	ss speci	fically
	extended by other provisions of this Contract. The Closing Date will prevail over all other time		
	but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occur		
	Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable		
	insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting sus		
	this transaction does not close for any reason, Buyer will immediately return all Seller provid		
	other items.		
5.	Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's le available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure of		
Buy	ー リAD /er () () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 8 pages.		
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53 54		("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.
55 56* 57* 58* 59* 60 61 62 63	6.	 (a) ☑ Buyer will pay cash for the Property with no financing contingency. (b) ☐ This Contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and Buyer's deposit(s) will be returned.
64 *		(1) New Financing: Buyer will secure a commitment for new third party financing for \$
65 * 66 * 67 68		or% of the purchase price at (Check one) □ a fixed rate not exceeding % □ an adjustable interest rate not exceeding % at origination (a fixed rate at the prevailing interest rate based on Buyer 's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to
69		disclose all such information to Seller and Broker.
70 * 71 * 72 *		(2) ☐ Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the amount of \$, bearing annual interest at% and payable as follows:
73		The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow
74		forms generally accepted in the county where the Property is located; will provide for a late payment fee
75 76		and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
77		conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to
78		keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller
79		to obtain credit, employment, and other necessary information to determine creditworthiness for the
80		financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller
81		will make the loan.
82*		(3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to
83*		LN# in the approximate amount of \$ currently payable at
84*		LN# in the approximate amount of \$ currently payable at \$ per month, including principal, interest, □ taxes and insurance, and having a
85 * 86 *		\Box fixed \Box other (describe)
87*		interest rate of% which □ will □ will not escalate upon assumption. Any variance in the mortgage
88		will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase
89*		Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds % or the
90*		assumption/transfer fee exceeds \$, either party may elect to pay the excess, failing
91 92		which this Contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves Buyer , this Contract will terminate; and Buyer's deposit(s) will be returned.
93 * 94 *	7.	Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this Contract, ☒ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.
95 * 96 * 97	8.	Title: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☐ special warranty deed ☐ other (specify), free of liens, easements, and encumbrances of record or known to Seller , but subject to property taxes for the year of closing; covenants,
98		restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
99*		other matters to which title will be subject)
00		provided there exists at closing no violation of the foregoing.
01		(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay
02		for the title search, including tax and lien search (including municipal lien search) if performed, and all other
03		fees charged by closing agent. Seller will deliver to Buyer, at
04*		(Check one) Seller's Buyer's expense and
05*		(Check one) ☐ within days after Effective Date ☒ at least5 days before Closing Date,
06		(Check one) (1) ☑ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
07* 08		discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the
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amount of the purchase price for fee simple title subject only to the exceptions stated	above If Buver is
paying for the owner's title insurance policy and Seller has an owner's policy, Seller has an owner's policy and Seller has an owner's policy, Seller has an owner's policy and the seller has a p	
Buyer within 15 days after Effective Date.	viii doiivoi a dopy to
112* (2) an abstract of title, prepared or brought current by an existing abstract firm or certif	ind an approach by an
existing firm. However, if such an abstract is not available to Seller , then a prior owner	
acceptable to the proposed insurer as a base for reissuance of coverage may be used	
include copies of all policy exceptions and an update in a format acceptable to Buyer	
effective date and certified to Buyer or Buyer's closing agent together with copies of	
recited in the prior policy and in the update. If such an abstract or prior policy is not av	
then (1) above will be the title evidence.	raliable to Seller,
(b) Title Examination: After receipt of the title evidence, Buyer will, within10 days (10 or	dove if left blenk) but
no later than Closing Date, deliver written notice to Seller of title defects. Title will be deer	mad acceptable to
121 Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice of defects or (ii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice of defects or (iii) Buyer delivers proper written notice or (iii) Buyer delivers proper written notice or (iii) Buyer delivers proper written notice or (ii	
122* cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of	
defects are cured within the Cure Period, closing will occur within 10 days after receipt by	
such cure. Seller may elect not to cure defects if Seller reasonably believes any defect car	
the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days.	
notice of Seller's inability to cure the defects to elect whether to terminate this Contract of	
to existing defects and close the transaction without reduction in purchase price.	accept title subject
128 (c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and must deliver to	written notice to
129 Seller , within 5 days after receiving survey but not later than 5 days before Closing Date,	
encroachments on the Property, encroachments by the Property's improvements on other	
restriction or zoning violations. Any such encroachment or violation will be treated in the s	
title defect and Seller's and Buyer's obligations will be determined in accordance with Pa	
(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress	
-	
9. Property Condition: Seller will deliver the Property to Buyer at closing in its present "as is"	
conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller v	
permit any activity that would materially alter the Property's condition without the Buyer's prio (a) Inspections: (Check (1) or (2))	r written consent.
	20 days if laft blank)
138* (1) 🗵 Due Diligence Period: Buyer will, at Buyer 's expense and within <u>30</u> days (3 ("Due Diligence Period") after Effective Date and in Buyer's sole and absolute discret	
whether the Property is suitable for Buyer's intended use. During the Due Diligence P	
141 conduct a Phase 1 environmental assessment and any other tests, analyses, surveys	and investigations
142 ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the	
engineering, architectural, and environmental properties; zoning and zoning restriction	
statutes; soil and grade; availability of access to public roads, water, and other utilities	
local, state, and regional growth management plans; availability of permits, governme	
licenses; and other inspections that Buyer deems appropriate. If the Property must be	
obtain the rezoning from the appropriate government agencies. Seller will sign all doc	
required to file in connection with development or rezoning approvals. Seller gives Bu	•
149 contractors, and assigns, the right to enter the Property at any time during the Due Di	
	tractors and assigns
the purpose of conducting Inspections, provided, however, that Buyer , its agents, cont	
	d hold Seller

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result of the Inspections.

Before expiration of the Due Diligence Period, Buyer must deliver written notice to Seller of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated, and Buyer's deposit(s) will be returned.

person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will

not engage in any activity that could result in a construction lien being filed against the Property without

before conducting the Inspections and (ii) release to Seller all reports and other work generated as a

Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair

all damages to the Property resulting from the Inspections and return the Property to the condition it was in

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165*		(2) No Due Diligence Period: Buyer is satisfied that the Property is suitable for Buyer's purposes,
166		including being satisfied that either public sewerage and water are available to the Property or the
167		Property will be approved for the installation of a well and/or private sewerage disposal system and that
168		existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions,
169		concurrency, growth management, and environmental conditions, are acceptable to Buyer . This
170		Contract is not contingent on Buyer conducting any further investigations.
	(b)	Government Regulations: Changes in government regulations and levels of service which affect Buyer's
171	(10)	
172		intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has
173	(-)	expired or if Paragraph 9(a)(2) is selected.
174	(C)	Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
175		which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
176		improving the Property and rebuilding in the event of casualty.
177	(d)	Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as
178		defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
179		by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
180		Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
181		govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
182		nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
183		Department of Environmental Protection, including whether there are significant erosion conditions associated
184		with the shore line of the Property being purchased.
185*		☐ Buyer waives the right to receive a CCCL affidavit or survey.
186	10. Cl	osing Procedure; Costs: Closing will take place in the county where the Property is located and may be
187		nducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
188		der effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to
189		ller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to
190		oker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the
191		sts indicated below.
192		Seller Costs:
193	(α)	Taxes on deed
194		Recording fees for documents needed to cure title
		Title evidence (if applicable under Paragraph 8)
195		
196 197 <i>*</i>		Estoppel Fee(s) Other:
	- (b)	Buyer Costs:
198	(D)	Taxes and recording fees on notes and mortgages
199		
200		Recording fees on the deed and financing statements
201		Loan expenses
202		Title evidence (if applicable under Paragraph 8)
203		Lender's title policy at the simultaneous issue rate
204		Inspections
205		Survey
206		Insurance
207*		Other:
208	(c)	Prorations: The following items will be made current and prorated as of the day before Closing Date: real
209		estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
210		other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
211		the previous year's rates will be used with adjustment for any exemptions.
212	(d)	Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will
213		pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
214		last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
215		resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in
216*		installments, ⊠ Seller □ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is
217		checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a
218		Homeowners' or Condominium Association.
219	(e)	PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
220 .	(3)	PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO
221		PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
		(A)
	Buyer (
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- IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.
- (f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.
- 11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3. any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this Contract.
- 12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification. and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.
- 13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes. earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.
- 14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.
- 15. Complete Agreement; Persons Bound: This Contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.
- 16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.
 - (a) Seller Default: If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

- (b) Buyer Default: If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract.
- 17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
- 18. Escrow Agent; Closing Agent: Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 19. Professional Advice; Broker Liability: Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax. property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral. recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.
- 20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
- 21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to closing agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.

Simplicity

327 *	Jenny Walker, GRI	BK3119425	Jenny Walker, GRI	BK3119425
328	Seller's Sales Associate	e/License No.	Buyer's Sales Associate/Lice	ense No.
	JAD			
	Buyer () () and Seller () () acknowledge	e receipt of a copy of this page, which is 6	of 8 pages.
*****	VAC-14 Rev 3/21			©2021 Florida Realtors®
Se	rial#: 037670-000162-3955232			Form

329*	Jenny@gregellingson.com	Jenny@gregellings	son.com
330	Seller's Sales Associate Email Address	Buyer's Sales Associate Email A	
331 332*	13215444751	1321544475	1
333	Seller's Sales Associate Phone Number	Buyer's Sales Associate Phone	
334	Ellinger Desperties	Ellinger Draw out	110
335 * 336	Ellingson Properties Listing Brokerage	Ellingson Propertie Buyer's Brokerage	es, LLC
337			
338*	5815 S US 1, Rockledge,FL 32955	5815 S US 1, Rockledg	e, FL 32955
339	Listing Brokerage Address	Buyer's Brokerage Address	
340 341 342 * 343 * 344 *	 22. Addenda: The following additional terms are i (Check if applicable) □ A. Back-up Contract □ B. Kick Out Clause □ C. Other 		ncorporated into this Contract
345*	23. Additional Terms:		
346 347			8
348			
349			
350 351			
352		8	
353 354		· · · · · · · · · · · · · · · · · · ·	
355			
356			
357 358			
359			
360			
361	COUNTE	R-OFFER/REJECTION	
362* 363 364*	☐ Seller counters Buyer's offer (to accept the coudeliver a copy of the acceptance to Seller).☐ Seller rejects Buyer's offer	nter-offer, Buyer must sign or initial the	counter-offered terms and
365 366	This is intended to be a legally binding Contraction	5	-
367*	Buyer: Veffrey A Deshong		_ Date: <u>6/17/2021</u>
368*	Print name:		_
369*	Buyer:		_ Date:
370*	Print name:		_
371	Buyer's address for purpose of notice:		
372*	Address:		
373*	Phone: Fax:	Email:	
374*	Seller:		Date:
375*	Print name:		_
376*	Seller:		_ Date:
377*	Print name:		
	JAD		
	Buyer () () and Seller () () acknowledge		
Se	VAC-14 Rev 3/21 rial#: 037670-000162-3955232		©2021 Florida Realtors®

381* 382	Effective Date: final offer or counter offer.)	(The date	on which the last party signed or initialed and de	elivered the
380*	Phone:	Fax:	Email:	
379*	Address:			
378	Seller's address for purpose of	notice:		

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Buyer () ()	and Seller () () acknowledge receipt of a copy of this page, which is 8 of 8 pages.
VAC-14 Rev 3/21	©202'
al#: 037670-000162-3955232	

Addendum 'A' to Contract

The Addendum is made to the Contract between the City of Palm Bay, a Florida municipal corporation, as Seller, and EJ & JT Associates, Inc as Buyer, for the sale and purchase of the Property at 2050 Agora Circle SE, Palm Bay, FL 32907, as follows, and the provisions, terms, and conditions stated herein shall be controlling over any provision, term, or condition to the contrary contained in the remainder of the Contract.

No Conveyance of Personal property: Seller is not hereby selling or agreeing to convey any personal property and makes no representations or warranties regarding the same. Seller will not provide a bill of sale or any other document of conveyance or assignment of any warranties, etc. for any personal property located on the premises. Seller abandons any and all such personal property located on the premises at the Effective Date unless specifically excluded by addendum and shall not be responsible for removal of the same. If any such personal property located on the premises at the Effective Date shall be damaged, destroyed, lost, or stolen during the pendency of the Contract prior to Closing, the same shall not excuse Buyer's performance in any way Buyer's obligations under this Contract including Buyer's obligation to close.

All prorations at closing final: All prorations, including but not limited to, any and all taxes, fees, utilities, homeowners or condominium association assessments and dues and any other charges against the Property as reflected on the settlement statement executed by the Seller are FINAL. No adjustments or payments will be made by Seller post-closing. Tax prorations are based on the last known tax year or current tax bill if available. Special assessments will be prorated up to the Closing Date regardless if said assessments are due in full or in future installments. Any special assessments levied and payable in installments shall be prorated to the Closing Date and shall be assumed and paid by Buyer from the Closing Date forward. In no instance shall the Seller be responsible for the payment of any assessment pending but not levied as of the Closing Date.

<u>No Duty to Cure Title Defects</u>: Seller's obligations under this Contract are subject to Seller's ability to deliver marketable title. Seller has no obligation to expend any money to cure any defect in title. Buyer's sole remedy is limited to a return of Buyer's Deposit. Under no circumstances shall Seller be obligated to reimburse Buyer for any of Buyer's expenses in inspecting the Property.

If in Seller's sole discretion Seller finds that it is not able to convey marketable title without expenditure of monies or other resources, Seller has the sole discretion to either extend the contract or terminate the contract and return all earnest money to Buyer upon termination.

If Seller elects to extend this Contract of Sale, Seller shall have a minimum 30 days to resolve any title defects before terminating the Contract. If in Seller's sole discretion Seller is not able to cure any title defects within the 30 day period, either Buyer or Seller has the option to immediately terminate this Contract of Sale, with no further obligation, and all earnest money will be returned to Buyer. Buyer and anyone claiming by, through, or under Buyer, including any mortgagees of Buyer, agree to hold Seller

harmless from all liabilities, losses, costs, charges, expenses and damages of any type whatsoever, including reasonable attorney's fees, sustained by Buyer by reason of or arising out of any title defects discovered after closing and shall look to recover only from any title insurance policy for any loss incurred thereby.

No Disclosures, Warranties, or Representations Regarding Condition of Property: Seller and Seller's agents, brokers, employees, and other representatives make no warranties and disclaim any knowledge of the condition of the Property, other than as may be disclosed in the Inspection Report (as hereinafter defined), if any, that has been prepared for the Property. Seller may not have knowledge of any material facts or defects impacting the Property. Buyer acknowledges that neither the Seller nor any other person acting on its behalf, including specifically Seller's Broker (whether acting solely as Seller's Broker or as a 'transactional broker), has made any representation regarding the condition of the Property, any of the appliances or structural components that may be contained therein, its fitness for general or specific use, or any other matter affecting the Property. If an inspection report has been obtained by or on behalf of Seller or Seller's representative (the "Inspection Report(s)"), such Inspection Report may be provided to Buyer for Buyer' information only but no representation or warranty shall be made as to the accuracy or completeness of such Inspection Report and in no event shall this be deemed to be a part of the Contract. Nothing herein shall obligate Seller to procure any such Inspection Reports but Seller may provide to Buyer any Inspection Reports in Seller's possession, as for example if obtained by Seller from a previous Buyer who failed to close. If after Closing it is discovered that Seller did not provide any Inspection Report in Seller's possession, Buyer expressly waives any claim against Seller for failure to provide the same prior to Closing.

Neither Seller nor any person acting as Seller's representative has occupied the Property and no party represents or warrants that the Property conforms to local building codes, zoning requirements or any other applicable laws, rules or regulations.

Buyer acknowledges that Buyer has had the opportunity to inspect, examine and make a complete review of the Property prior to the close of escrow of the Contract. Buyer will rely solely on its own inspection and review to evaluate the condition of the Property. Buyer acknowledges that it is Buyer' sole responsibility to obtain inspection reports by qualified professionals on the appliances, structural components, alterations and additions to the Property and to determine the presence of any toxic or hazardous substances on the Property, including, but not limited to, mold, radon, asbestos and lead paint, that would make it uninhabitable or dangerous to the health of the occupants or otherwise not in compliance with law, or any other factors regarding the condition of the Property about which Buyer may be concerned.

In the event electrical, plumbing, water and/or heating services are shut down for Property preservation or other purposes, Seller will NOT reactivate these systems prior to closing. Buyer understands, acknowledges, and agrees that neither Seller nor any person acting as Seller's representative is making any warranties or representations, either expressed or implied, as to the condition of the Property. The Property is being conveyed to Buyer in "AS IS/ WHERE IS" condition and "with all faults." It is the right and

responsibility of the Buyer to inspect the Property and Buyer must satisfy himself/herself as to the condition of the Property. If Buyer fail to inspect the Property, such failure shall not under any circumstances alter, change or impair the understanding and agreement made between the Seller and Buyer as set forth herein.

Buyer shall execute at closing a Waiver and Release Regarding Property Condition. Seller, Seller's agents and Buyer shall, if the Property was built prior to 1978, execute a LEAD BASED PAINT Disclosure Addendum to Contract of Sale, a form of which shall be provided by Seller's representative. By signing this addendum, if applicable, the Buyer acknowledge that he/she have received a copy of the EPA manual "Protect Your Family from Lead in Your Home."

Buyer hereby acknowledges that Seller shall not be providing Buyer with a Real Estate Transfer Disclosure Statement and/or a Certificate of Occupancy with respect to the Property. Buyer hereby waives any requirement that Seller furnish Buyer with any such disclosure statement and/or a Certificate of Occupancy and hereby releases Seller from any and all liability resulting from the non-delivery of such disclosure statement and/or a Certificate of Occupancy.

Seller does not agree to provide building permits. It is Buyer' responsibility to confirm building and safety compliance on the Property during the inspection period. Seller is under no obligation to clear any existing municipal code and/or ordinance violations, but may in its sole discretion agree to forbear enforcement of same and/or close with an agreement to provide Buyer with an agreed upon time period after closing within which Buyer shall bring the Property into compliance. By closing, Seller does not waive any rights to continue to enforce any municipal codes which the Property may be in violation of.

By entering into this Contract, Buyer agrees to indemnify Seller and Seller's representatives and fully protect, defend and hold Seller and Seller's representatives harmless from and against any and all claims, liens, losses, damages, liabilities, costs, injuries, attorney's fees and expenses of every kind and nature that may be made against Seller or the Property for any liens on the Property, any damage to the Property and/or injury to Buyer or any other persons that may arise from Inspections, repairs, replacements. Buyer shall indemnify and fully protect, defend and hold Seller its servicers, representatives, agents, attorneys and employees harmless from any and all claims, costs, liens loss, damages, injuries, attorney's fees and expenses of every kind and nature, resulting from or arising out of any inspections, repairs, replacements or any other work performed in or upon the premises by Buyer or its agents, employees, contractors or assigns. In the event any repairs are made at the premises, or any work or material are added to the premises, or the value of the premises is enhanced in any way, then in the event this transaction does not close, all material added to the premises shall become the sole and exclusive Property of the Seller, and Seller shall have no liability to Buyer or any third party for any such material or work completed.

<u>No Occupancy or Repairs Before Closing</u>: Occupancy of the Property shall NOT be permitted prior to closing and funding. BUYER WILL NOT BE PERMITTED TO COMMENCE ANY REPAIRS PRIOR TO CLOSING, NOR SHALL SELLER BE REQUIRED TO MAKE ANY REPAIRS.

<u>Multiple Offers</u>: Buyer acknowledges that Seller may have received offers prior to or may receive offers after receipt of this offer. Buyer acknowledges that the Seller may consider all offers regarding purchase, regardless of the date of receipt of the offer and that Seller may accept or reject any offer at its sole discretion. The Contract shall not be deemed accepted by Seller until Seller's signature is affixed hereon and a fully executed original counterpart or facsimile of the Contract has been delivered to Buyer.

Limitation of Remedies: Buyer expressly waives the (a) remedy of specific performance, in the event of Seller's default, under this Agreement, (b) Buyer agrees to forgo to record or file a lis pendens or a notice of pendency of action or similar notice against all or any portion of the Property; (c) Buyer waives the right to invoke any other equitable remedy that may be available, that, if invoked, would prevent the Seller from conveying the Property to a third party buyer, (d) Buyer waives any claims or losses relating to environmental conditions affecting the Property, including but not limited to, mold, lead paint, fuel, oil, allergens or any other toxic substances of any kind, and (e) Buyer waives any claim or losses arising from encroachments, easements and/or shortages which would have been disclosed or revealed to the Buyer by a survey or inspection of the Property or by a search of the public records. In the event that the Buyer, files a claim in direct contradiction to the waivers agreed to above, or contemplated here, Buyer shall reimburse Seller for all reasonable attorney fees and costs incurred by Seller in defending such action, if Seller prevails.

No Duty to Maintain Property: Seller is under no duty to maintain or otherwise deliver the Property in the same condition as it was in at the Effective Date or at the close of Buyer's Inspection Period. In the event the Property is damaged either after the Effective Date or Inspection Period, Seller has no duty or obligation to expend any monies or other resources to repair the Property, and the same shall not excuse Buyer's performance unless the cost to repaid any such damage exceeds \$2000.00, as determined in writing by an estimate provided by a contractor licensed to make such repairs or by a licensed insurance adjustor (which written estimate must accompany any notice by Buyer to terminate this Contract), in which event Buyer may elect to terminate the Contract if Seller elects to not make any repairs, and Buyer's sole remedy shall be return of Buyer's Deposit, and both parties shall thereupon be released from any liability under this Contract.

Locks, Keys, Etc.: Buyer shall at Buyer's sole expense install new locks on the Property immediately after closing, and Buyer shall hold Seller and Seller's representatives harmless from and indemnify Seller and Seller's representatives against any and all damages, claims, liens, losses, liabilities, costs, injuries, attorney's fees and expenses of every kind and nature that may be made against Seller as a result of Buyer failure to install new locks on the Property. Seller shall not be responsible to provide any keys, garage door openers, or other access devices beyond what is in Seller's possession.

<u>Conveyance</u>: Seller shall convey by special warranty deed, subject to all restrictions, easements, covenants, and other matters of record.

<u>Survey</u>: Buyer shall obtain any desired or required survey(s) of the Property no later than the expiration of Buyer's inspection period. In the event any encroachment(s) are revealed by any survey obtained by

Buyer, Seller shall be under no obligation to cure same, and Buyer's sole remedy shall be to terminate this Contract and receive a return of Buyer's Deposit. If Buyer obtains a survey after the inspection period which reveals an encroachment as would prevent a Buyer from obtaining title insurance coverage in favor of Buyer's lender, Buyer may terminate the Contract but Seller may retain Buyer's Deposit and thereby both parties shall be release from any further liability under this Contract; provided that if the Contract is not otherwise contingent on Buyer obtaining mortgage financing, then Buyer must close notwithstanding the encroachment(s) revealed by the survey, and Seller may avail itself of specific performance.

<u>'Restricted Persons' Not Eligible to Purchase</u>: Unless specifically disclosed to Seller in writing at the time of the submission of Buyer's offer, and a specific written waiver is included with Seller's notification of acceptance of Buyer's offer, Buyer acknowledges that as a material inducement to Seller to enter into this Contract with Buyer, Buyer affirmatively represents to Seller that Buyer is not a 'restricted person' as defined as follows: (1) Seller's Broker, (2) Seller's Broker's employees, (3) Seller's Broker's agents, (4) any persons who are affiliated with any of the foregoing, (5) any persons who are married to any of the foregoing, (6) any persons who are first degree relatives of any of the foregoing (for the purpose of this Section term "first degree relative" means parent, child, or sibling).

If after closing Seller discovers that Buyer is a prohibited person, Seller may elect to rescind the sale of the Property to Buyer, and Buyer shall be responsible for all of Seller's costs and attorney's fees if Seller shall elect to rescind the sale.

<u>Addendum to Survive Closing</u>: Buyer acknowledges that the terms and condition of this Addendum shall survive the closing.

Jeffrey A Deshong	6/14/2021 12:21 PM EDT
	Date
	Date
Seller	
City of Palm Bay, a Florida	municipal corporation
By:	Date
۸.,	

Buyer:

Seller's Property Disclosure Update



		ng the property described as:	
City of Palm B	Bay owned Property		
otice to Licens	ee and Seller: Only the Se	iller should fill out this form.	
correct, you mu	ust cromptly notify Buver.	set forth in a previously provided disclosure stateme. Use the space below to make corrections and pro- tormation is accurate as of the date signed below.	ant becomes inaccurate or vide additional information,
Beller (City of F	Palm Bay) makes no repifects therein, latent or of	resentations or warranties as to the condition of a	iny property or the
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r			
	and the state of t		
- Non representa	. Hagi the infermitalism man	vided on this form and any attachments is accurate	
eller's knowled	ge on the date signed by	Seller.	and complete to the pest of
eller:	Madagine and a	/ Suzaane Shearan, City Munager	Date: 1-29-2023
1	(signature)	(print)	
eller:	(signature)	(print)	Date:
		i, understands, and has received a copy of this rev	ised disclosure statement.
uyer:	rey A Deshong	EJ & JT Assoc/ Jeffrey Deshong	6/14/2021 12:21 PM EDT
	(signature)	(print)	
uyer:	(signature)	(print)	_ Date:
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LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Joan Junkala-Brown, Deputy City Manager

DATE: 8/5/2021

RE: Consideration of a purchase offer for City-owned surplus real estate located at 1942 Agora

Circle SE from buyer Central Florida Investment Fund, LLC (\$45,000).

In 2019, the City acquired a 0.62-acre unimproved lot located at 1942 Agora Circle SE, zoned RM-20, through escheatment by Brevard County for nonpayment of taxes pursuant to the tax certificates/tax deeds sale procedures of the Chapter 197, Florida Statutes.

On April 15, 2021, City Council declared this property as surplus real estate. This property has been listed for sale through the City's contract residential real estate broker, Ellingson Properties, LLC.

Ellingson Properties prepared a Comparative Market Analysis (CMA) with a suggested list price of \$42,000. The City received multiple purchase offers as shown on the attached spreadsheet. Staff and the Broker are recommending the acceptance of a purchase offer of \$45,000 from Central Florida Investment Fund, LLC. The Buyer is also seeking to purchase the adjacent City-owned parcel located at 1956 Agora Circle SE to construct a multi-family housing project.

REQUESTING DEPARTMENT:

Community & Economic Development

FISCAL IMPACT:

Upon closing, sale proceeds will be deposited into the General Fund account 001-0000-388-1001 (Sales Proceeds) to be transferred to account 307-0000-381-1001 (Road Maintenance Fund).

RECOMMENDATION:

Motion to authorize the City Manager to execute the purchase contract for City-owned surplus real estate located at 1942 Agora Circle SE with buyer Central Florida Investment Fund, LLC and bring forth a Resolution at a future Council meeting.

ATTACHMENTS:

Description

Agora Circle ALL OFFERS
Purchase Offer 1942 Agora Circe SE (Central Florida Investment Fund)

Offers Agora Lots Lis			として は は は は と				
	List Price	Initial Offer	Closing	required 10%		Closing Date	
		Price	Choice	escrow	Buyer		Ranking
1942 Agora	42,000						
Jensen Beach Realty/Jim McGlone		\$ 45,000.00	Buyer	yes	BHA Land	TBD	
EXP Realty/Laura Cerpa		\$ 45,000.00	Seller	yes	Central FI Inv	TBD	1
RealNet Broker/Ivonne Alvares		\$ 40,000.00	Seller	ou	Quintana	TBD	
1956 Agora	42,000						
Jensen Beach Realty/jim McGlone		\$ 45,000.00	Seller	yes	BHA Land	TBD	1
Exp Realty/Laura Cerpa		\$ 45,000.00	Seller	yes	Cental FI Inv	TBD	
High Pro Realty/Jacqueline Pierre		\$ 42,000.00	Seller	no	Sibert	TBD	
RealNet Broker/Ivonne Alvares		\$ 40,000.00	Seller	no			
2050 Agora	42,000						
Jensen Beach Realty/Jim McGlone		\$ 45,000.00	blank	yes	BHA Land	TBD	
High Pro Realty/Jacqueline Pierra		\$ 42,000.00	Seller	no	Sibert	TBD	
Ellingson Properties/Jenny Walker		\$ 46,000.00	Seller	yes	EJ & JT	TBD	1
Exp Realty/Laura Cerpa		\$ 45,000.00	Seller	yes	Central FI Inv	TBD	

Vacant Land Contract



1.	Sale and Purchase ("Contract"):	Palm Bay City Of ntral Florida Investment Funds LLC		("Seller")			
	and <u>Ce</u>	ntral Florida Investment Funds LLC		ַ ("Buyer "`			
	(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")						
	described as: Address: 1942 Agora Circle, Palm Bay, FL 32909						
	Legal Description: PORT MALABAR I	UNIT 40 LOT 15 BLK 1981					
	SEC /TWP / /RNG of Br	evard County, Florida. Real Property ID No.: 29-37-03-	-26-019	81.0-001			
	including all improvements existing on	evard County, Florida. Real Property ID No.: 29-37-03- the Property and the following additional property:					
		<i></i>	iH	45000			
2.	Purchase Price: (U.S. currency)	9	} _	65,000.0			
	Escrow Agent's Name:	Escrow Agent" named below and held in escrow by: E Title Services, LLC					
	Ecorow Agont's Contact Porcon:						
	Escrow Agent's Address:	5815 US-1 Suite 1, Rockledge, FL 32955					
	Escrow Agent's Phone: Escrow Agent's Email:	Lu@Etitlebrevard.com					
	(a) Initial deposit (\$0 if left blank) (Che		DII.	450			
	accompanies offer	еск іі арріісавіе)	BH	0.500			
	will be delivered to Escrow Age	ent within 3 days (3 days if left blank)		0,500			
	after Effective Date		}	4,200.0			
		d to Escrow Agent (Check if applicable)					
	☐ within days (10 days if	ιеπ blank) after Επесτіνе Date eft blank) after expiration of Due Diligence Period \$					
	(c) Total Financing (see Paragraph 6	(express as a dollar amount or percentage)	RH	40,50			
	(a) Otner:			50 500			
	(e) Balance to close (not including But to be paid at closing by wire trans	yer's closing costs, prepaid items, and prorations) fer or other Collected funds	6	60,800.0			
		e will be determined based on a per unit cost instead of a		ice) The			
		se price is \square lot \square acre \square square foot \square other (specify)					
	prorating areas of less than a full of	unit. The purchase price will be \$ per u	unit base				
		perty as certified to Seller and Buyer by a Florida licensed					
	,	The following rights of way and other areas will be exclude	d from t	the			
	calculation:						
3.		e: Unless this offer is signed by Seller and Buyer and an July 9, 2021 . this offer will be withdrawn and Bu					
	delivered to all parties on or before	July 9, 2021, this offer will be withdrawn and Bu eptance of any counter-offer will be 3 days after the date the					
		is Contract is the date on which the last one of the Sell					
		d this offer or the final counter-offer.	or arra	_ u, 0.			
4.	Closing Date: This transaction will cl	ose on September 9, 2021 ("Closing Date"), unless	specifica	ally			
		ontract. The Closing Date will prevail over all other time pe					
		ibility Study periods. However, if the Closing Date occurs of					
		Il extend to 5:00 p.m. (where the Property is located) of the ng is suspended on Closing Date and Buyer is unable to c					
		ng for up to 5 days after the insurance underwriting susper					
		reason, Buyer will immediately return all Seller provided					
	other items.						
5.		raph 6(b) is checked and Closing Funds from Buyer's lende sumer Financial Protection Bureau Closing Disclosure deli					
	84						
	yer () () and Seller () () ack C-14 Rev 3/21	nowledge receipt of a copy of this page, which is 1 of 8 pages.	@2024 Ela	orida Realtor			
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Form Simplicity

CFPB Requirements, provided such period shall not exceed 10 days. 54 6. Financing: (Check as applicable) 55 (a) Buyer will pay cash for the Property with no financing contingency. 56* 57* **(b)** ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) 58* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within _ 59* days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, 60 and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the 61 Financing within the Financing Period, either party may terminate this Contract and Buyer's deposit(s) will be 62 returned. 63 (1) New Financing: Buyer will secure a commitment for new third party financing for \$ 64 3 % of the purchase price at (**Check one**) □ a fixed rate not exceeding 65* adjustable interest rate not exceeding ______% at origination (a fixed rate at the prevailing interest rate 663 based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully 67 informed of the loan application status and progress and authorizes the lender or mortgage broker to 68 disclose all such information to **Seller** and Broker. 69 (2) ☐ Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to 70* Seller in the amount of \$______, bearing annual interest at _____% and payable as follows: 71* 72* The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow 73 74 forms generally accepted in the county where the Property is located; will provide for a late payment fee 75 and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on 76 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buver** to 77 keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller 78 to obtain credit, employment, and other necessary information to determine creditworthiness for the 79 80 financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller will make the loan. 81 (3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to 82* 83* in the approximate amount of \$_____ currently payable at LN# 84* $_$ per month, including principal, interest, \square taxes and insurance, and having a \$ 85* ☐ fixed ☐ other (describe) 863 % which □ will □ will not escalate upon assumption. Any variance in the mortgage interest rate of 87 will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase 88 Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds % or the 89 9 assumption/transfer fee exceeds \$______, either party may elect to pay the excess, failing 90* which this Contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves 91 Buyer, this Contract will terminate; and Buyer's deposit(s) will be returned. 92 7. Assignability: (Check one) Buyer may assign and thereby be released from any further liability under this 93* Contract, ∑ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract. 94* Title: Seller has the legal capacity to and will convey marketable title to the Property by \(\mathbb{Z} \) statutory warranty 95* deed ☐ special warranty deed ☐ other (specify) _______, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, 96* 97 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any 98 other matters to which title will be subject) 99 * provided there exists at closing no violation of the foregoing. 100 (a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay 101 for the title search, including tax and lien search (including municipal lien search) if performed, and all other 102 fees charged by closing agent. Seller will deliver to Buyer, at 103 (Check one) ■ Seller's □ Buyer's expense and 104* (Check one) ☐ within days after Effective Date ☐ at least days before Closing Date, 105* (Check one) 106 (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be 107* discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the 108) and Seller () () acknowledge receipt of a copy of this page, which is 2 of 8 pages. VAC-14 Rev 3/21 ©2021 Florida Realtors®

("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy

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1	5 5 6	8 9	

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.
- (b) Title Examination: After receipt of the title evidence, Buyer will, within ___10__ days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within ___30__ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.
- (c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 8(b).
- (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.
- Property Condition: Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.
 (a) Inspections: (Check (1) or (2))
 - (1) Due Diligence Period: Buyer will, at Buyer's expense and within 30 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Due Diligence Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer () ()	and Seller () () acknowledge receipt of	a copy of this page,	which is 3 of 8 pages
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165*		((2) Do Due Diligence Period: Buyer is satisfied that the Property is suitable for Buyer's purposes,
166			including being satisfied that either public sewerage and water are available to the Property or the
167			Property will be approved for the installation of a well and/or private sewerage disposal system and that
168			existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions,
169			concurrency, growth management, and environmental conditions, are acceptable to Buyer . This
170			Contract is not contingent on Buyer conducting any further investigations.
171	(l	b) (Government Regulations: Changes in government regulations and levels of service which affect Buyer's
172	•		intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has
173			expired or if Paragraph 9(a)(2) is selected.
174	(0		Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
175	`		which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
176			improving the Property and rebuilding in the event of casualty.
177	(0		Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as
178	•		defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
179			by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
180			Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
181			govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
182			nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
183			Department of Environmental Protection, including whether there are significant erosion conditions associated
184			with the shore line of the Property being purchased.
185*			☐ Buyer waives the right to receive a CCCL affidavit or survey.
186	10 C	`los	sing Procedure; Costs: Closing will take place in the county where the Property is located and may be
187			ducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
188			er effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to
189			er (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to
190			ker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the
191			s indicated below.
192			Seller Costs:
193	,,	•	Taxes on deed
194			Recording fees for documents needed to cure title
195			Title evidence (if applicable under Paragraph 8)
196			Estoppel Fee(s)
197*			Other:
198	(1		Buyer Costs:
199	•	•	Taxes and recording fees on notes and mortgages
200			Recording fees on the deed and financing statements
201			Loan expenses
202			Title evidence (if applicable under Paragraph 8)
203			Lender's title policy at the simultaneous issue rate
204			Inspections
205			Survey
206			Insurance
207*		(Other:
208	(0	c)	Prorations: The following items will be made current and prorated as of the day before Closing Date: real
209	•		estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
210			other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
211			the previous year's rates will be used with adjustment for any exemptions.
212	(0		Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will
213	•	١	pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
214		į	last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
215			resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in
216*			installments, ☐ Seller ☑ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is
217			checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a
218			Homeowners' or Condominium Association.
219	(6	e)	PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
220	•		PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO
221			PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
	Buyer	BH	/) () and Seller () () acknowledge receipt of a copy of this page, which is 4 of 8 pages.
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- IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.
- (f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closina.
- (g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.
- 11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this Contract.
- 12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.
- 13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.
- 14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.
- 15. Complete Agreement; Persons Bound: This Contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.
- 16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.
 - (a) Seller Default: If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

Buyer () (_) and Seller (_) () acknowledge	receipt of a c	opy of this pag	e, which is 5 c	f 8 pages.
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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

- (b) Buyer Default: If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract.
- **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
- 18. Escrow Agent; Closing Agent: Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 19. Professional Advice; Broker Liability: Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.
- **20.** Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
- 21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to closing agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.

,	Gregory P Ellingson	3066292	Laura Cerpa	3342737
	Seller's Sales Associate/		Buyer's Sales Associate/Lic	
	Buyer () () and Seller () () acknowledg	ge receipt of a copy of this page, which is 6	of 8 pages.
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329*	greg@gregellingson.com	cerparealty@	gmail.com
330	Seller's Sales Associate Email Address	Buyer's Sales Associate En	nail Address
331 332*	3217507050	(407) 59	1-1648
333	Seller's Sales Associate Phone Number	Buyer's Sales Associate Ph	
334		•	
335 * 336	Ellingson Properties	EXP Rea	Ity LLC
337	Listing Brokerage	Buyer's Brokerage	
338*	5815 US-1, Rockledge, FL 32955	5039 Ocean Blvd., Si	
339	Listing Brokerage Address	Buyer's Brokerage Addres	ss
340 341	22. Addenda: The following additional terms are (Check if applicable)	included in the attached addenda a	and incorporated into this Contract
342 * 343 *	☐ A. Back-up Contract		
343 [*]	□ B. Kick Out Clause□ C. Other		
345*	23. Additional Terms:		
346 347			
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349			
350 351			
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360	COUNTE		
361 362* 363 364*	☐ Seller counters Buyer's offer (to accept the coudeliver a copy of the acceptance to Seller). ☐ Seller rejects Buyer's offer	ER-OFFER/REJECTION Inter-offer, Buyer must sign or initia	I the counter-offered terms and
365 366	This is intended to be a legally binding Contra signing.		-
367*			Date: 7/9/2021
368*	Print name: Central Florida Inv	vestment Funds LLC	
369*	Buyer:		Date:
370*	Print name:		
371	Buyer's address for purpose of notice:		
372*	Address:		
373*	Phone: Fax:	Email:	info@buildrei.com
374*	Seller:		Date:
375*	Print name:		
376*	Seller:		Date:
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378	Seller's address for purpose of no	otice:	
379*	Address:		
380*	Phone:	Fax:	Email:
381 *	Effective Date:	(The date on which the la	st party signed or initialed and delivered the
382	final offer or counter offer)		

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LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Joan Junkala-Brown, Deputy City Manager

DATE: 8/5/2021

RE: Consideration of a purchase offer for City-owned surplus real estate located at 1956 Agora

Circle SE from buyer Central Florida Investment Fund, LLC (\$45,000).

In 2019, the City acquired a 0.62-acre unimproved lot located at 1956 Agora Circle SE, zoned RM-20, through escheatment by Brevard County for nonpayment of taxes pursuant to the tax certificates/tax deeds sale procedures of the Chapter 197, Florida Statutes.

On April 15, 2021, City Council declared this property as surplus real estate. This property has been listed for sale through the City's contract residential real estate broker, Ellingson Properties, LLC.

Ellingson Properties prepared a Comparative Market Analysis (CMA) with a suggested list price of \$42,000. The City received multiple purchase offers as shown on the attached spreadsheet. Staff and the Broker are recommending the acceptance of a purchase offer of \$45,000 from Central Florida Investment Fund, LLC. The Buyer is also seeking to purchase the adjacent City-owned parcel located at 1942 Agora Circle SE to construct a multi-family housing project.

REQUESTING DEPARTMENT:

Community & Economic Development

FISCAL IMPACT:

Upon closing, sale proceeds will be deposited into the General Fund account 001-0000-388-1001 (Sales Proceeds) to be transferred to account 307-0000-381-1001 (Road Maintenance Fund).

RECOMMENDATION:

Motion to authorize the City Manager to execute the purchase contract for City-owned surplus real estate located at 1956 Agora Circle SE from buyer Central Florida Investment Fund LLC and bring forth a Resolution at a future Council meeting.

ATTACHMENTS:

Description

Agora Circle ALL OFFERS
Purchase Offer 1956 Agora Circe SE (Central Florida Investment Fund)

Offers Agora Lots Lis			として は は は は と				
	List Price	Initial Offer	Closing	required 10%		Closing Date	
		Price	Choice	escrow	Buyer		Ranking
1942 Agora	42,000						
Jensen Beach Realty/Jim McGlone		\$ 45,000.00	Buyer	yes	BHA Land	TBD	
EXP Realty/Laura Cerpa		\$ 45,000.00	Seller	yes	Central FI Inv	TBD	1
RealNet Broker/Ivonne Alvares		\$ 40,000.00	Seller	ou	Quintana	TBD	
1956 Agora	42,000						
Jensen Beach Realty/jim McGlone		\$ 45,000.00	Seller	yes	BHA Land	TBD	1
Exp Realty/Laura Cerpa		\$ 45,000.00	Seller	yes	Cental FI Inv	TBD	
High Pro Realty/Jacqueline Pierre		\$ 42,000.00	Seller	no	Sibert	TBD	
RealNet Broker/Ivonne Alvares		\$ 40,000.00	Seller	no			
2050 Agora	42,000						
Jensen Beach Realty/Jim McGlone		\$ 45,000.00	blank	yes	BHA Land	TBD	
High Pro Realty/Jacqueline Pierra		\$ 42,000.00	Seller	no	Sibert	TBD	
Ellingson Properties/Jenny Walker		\$ 46,000.00	Seller	yes	EJ & JT	TBD	1
Exp Realty/Laura Cerpa		\$ 45,000.00	Seller	yes	Central FI Inv	TBD	

Vacant Land Contract



1.	Sale and Purchase ("Contract"):and	City Of Palm Bay entral Florida Investment Funds LLC		("Seller") ("Buyer")				
	(the "parties") agree to sell and buy o	on the terms and conditions specified below the propert	ty ("Prope	(buyer) erty")				
	described as:			,				
	Address: 1956 Agora Circle, Palm Bay, FL 32909 Legal Description: PORT MALABAR UNIT 40 LOT 14 BLK 1981							
	Legal Description: PORT MALABAR	UNIT 40 LOT 14 BLK 1961						
	SEC /TMD / /DNC of B	revard County, Florida. Real Property ID No.: 29-3	7-03-26-0	01981 0 <u>-</u> 001 <i>4</i>				
	including all improvements existing o	n the Property and the following additional property:	7 00 20 0	71301.0 0014.				
		This reports and the following additional property.	BH	45000				
	Purchase Price: (ILS currency)			65,000.00				
	All deposits will be made payable to "	Escrow Agent" named below and held in escrow by:	Ψ					
	Escrow Agent's Name:	E Title Services, LLC	_					
	Fectow Agent's Contact Person:		-					
	Escrow Agent's Address:	5815 US-1 Suite 1, Rockledge, FL 32955	-					
	Escrow Agent's Address: Escrow Agent's Phone: Escrow Agent's Email:	Lu@Ftitlebrevard.com	-					
	-		-					
	(a) Initial deposit (\$0 if left blank) (CI	neck if applicable)	BH	4500				
	☐ accompanies offer	ent within3 days (3 days if left blank)		-6.5000 Å				
		ent within days (3 days in left blank)	\$	4.200.00				
		ed to Escrow Agent (Check if applicable)	Ψ					
	☐ within days (10 days if	f left blank) after Effective Date						
	within days (3 days if I	eft blank) after expiration of Due Diligence Period	. \$	40500 %				
	(c) Total Financing (see Paragraph 6	6) (express as a dollar amount or percentage)	<i>₿₩</i>	40500				
	(a) Other.	******	D	- 58,500				
	to be paid at closing by wire trans	uyer's closing costs, prepaid items, and prorations) sfer or other Collected funds	\$	60,800.00				
		ce will be determined based on a per unit cost instead		d price) The				
		ase price is \square lot \square acre \square square foot \square other (specific						
		unit. The purchase price will be \$						
		operty as certified to Seller and Buyer by a Florida lice						
	calculation:	The following rights of way and other areas will be exc	ciuaea irc	om tne				
i -		te: Unless this offer is signed by Seller and Buyer and July 9, 2021 , this offer will be withdrawn an						
		ceptance of any counter-offer will be 3 days after the d						
		his Contract is the date on which the last one of the						
	has signed or initialed and delivered	ed this offer or the final counter-offer.						
	Closing Date: This transaction will of	close onSeptember 9, 2021 ("Closing Date"), unl	less spec	cifically				
	extended by other provisions of this C	Contract. The Closing Date will prevail over all other tim	e periods	s including,				
		sibility Study periods. However, if the Closing Date occ						
		rill extend to 5:00 p.m. (where the Property is located)						
		ting is suspended on Closing Date and Buyer is unable ing for up to 5 days after the insurance underwriting su						
		y reason, Buyer will immediately return all Seller provi						
	other items.	,						
	Extension of Closing Date: If Parad	graph 6(b) is checked and Closing Funds from Buyer's	lender(s)	are not				
		nsumer Financial Protection Bureau Closing Disclosure						
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Form Simplicity

CFPB Requirements, provided such period shall not exceed 10 days. 54 6. Financing: (Check as applicable) 55 (a) Buyer will pay cash for the Property with no financing contingency. 56* 57* **(b)** ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) 58* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within _ 59* days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, 60 and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the 61 Financing within the Financing Period, either party may terminate this Contract and Buyer's deposit(s) will be 62 returned. 63 (1) New Financing: Buyer will secure a commitment for new third party financing for \$ 64 3 % of the purchase price at (**Check one**) □ a fixed rate not exceeding 65* adjustable interest rate not exceeding ______% at origination (a fixed rate at the prevailing interest rate 663 based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully 67 informed of the loan application status and progress and authorizes the lender or mortgage broker to 68 disclose all such information to **Seller** and Broker. 69 (2) ☐ Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to 70* Seller in the amount of \$______, bearing annual interest at _____% and payable as follows: 71* 72* The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow 73 74 forms generally accepted in the county where the Property is located; will provide for a late payment fee 75 and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on 76 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buver** to 77 keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller 78 to obtain credit, employment, and other necessary information to determine creditworthiness for the 79 80 financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller will make the loan. 81 (3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to 82* 83* in the approximate amount of \$_____ currently payable at LN# 84* $_$ per month, including principal, interest, \square taxes and insurance, and having a \$ 85* ☐ fixed ☐ other (describe) 863 % which □ will □ will not escalate upon assumption. Any variance in the mortgage interest rate of 87 will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase 88 Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds % or the 89 9 assumption/transfer fee exceeds \$______, either party may elect to pay the excess, failing 90* which this Contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves 91 Buyer, this Contract will terminate; and Buyer's deposit(s) will be returned. 92 7. Assignability: (Check one) Buyer may assign and thereby be released from any further liability under this 93* Contract, ∑ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract. 94* Title: Seller has the legal capacity to and will convey marketable title to the Property by \(\mathbb{Z} \) statutory warranty 95* deed ☐ special warranty deed ☐ other (specify) _______, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, 96* 97 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any 98 other matters to which title will be subject) 99 * provided there exists at closing no violation of the foregoing. 100 (a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay 101 for the title search, including tax and lien search (including municipal lien search) if performed, and all other 102 fees charged by closing agent. Seller will deliver to Buyer, at 103 (Check one) ■ Seller's □ Buyer's expense and 104* (Check one) ☐ within days after Effective Date ☐ at least days before Closing Date, 105* (Check one) 106 (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be 107* discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the 108) and Seller () () acknowledge receipt of a copy of this page, which is 2 of 8 pages. VAC-14 Rev 3/21 ©2021 Florida Realtors® Serial#: 049665-500162-5853092

("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.
- (b) Title Examination: After receipt of the title evidence, Buyer will, within ___10__ days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within ___30__ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.
- (c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 8(b).
- (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.
- Property Condition: Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.
 (a) Inspections: (Check (1) or (2))
 - (1) Due Diligence Period: Buyer will, at Buyer's expense and within 30 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Due Diligence Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer () () and Seller () ()	acknowledge receipt of a copy of this page,	which is 3 of 8 pages.
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165*		(2) No Due Diligence Period: Buyer is satisfied that the Property is suitable for Buyer's purposes,
166		including being satisfied that either public sewerage and water are available to the Property or the
167		Property will be approved for the installation of a well and/or private sewerage disposal system and that
168		existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions,
169		concurrency, growth management, and environmental conditions, are acceptable to Buyer . This
170		Contract is not contingent on Buyer conducting any further investigations.
171	(b)	Government Regulations: Changes in government regulations and levels of service which affect Buyer's
172	(,	intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has
173		expired or if Paragraph 9(a)(2) is selected.
174	(c)	Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
175	(-)	which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
176		improving the Property and rebuilding in the event of casualty.
177	(d)	Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as
178	(4)	defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
179		by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
180		Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
181		govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
182		nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
183		Department of Environmental Protection, including whether there are significant erosion conditions associated
184		with the shore line of the Property being purchased.
185*		□ Buyer waives the right to receive a CCCL affidavit or survey.
100		Duyer waives the right to receive a COOL amdavit of survey.
186	10. Clc	sing Procedure; Costs: Closing will take place in the county where the Property is located and may be
187	cor	nducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
188	bin	der effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to
189	Sel	ller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to
190	Bro	oker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the
191	COS	sts indicated below.
192	(a)	Seller Costs:
193		Taxes on deed
194		Recording fees for documents needed to cure title
195		Title evidence (if applicable under Paragraph 8)
196		Estoppel Fee(s)
197*		Other:
198	(b)	Buyer Costs:
199		Taxes and recording fees on notes and mortgages
200		Recording fees on the deed and financing statements
201		Loan expenses
202		Title evidence (if applicable under Paragraph 8)
203		Lender's title policy at the simultaneous issue rate
204		Inspections
205		Survey
206		Insurance
207*		Other:
208	(c)	Prorations: The following items will be made current and prorated as of the day before Closing Date: real
209		estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
210		other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
211	. n	the previous year's rates will be used with adjustment for any exemptions.
212	(d)	Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will
213		pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
214		last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
215		resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in
216*		installments, Seller Buyer (Buyer if left blank) will pay installments due after closing. If Seller is
217		checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a
218	1-1	Homeowners' or Condominium Association.
219	(e)	PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
220		PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO
221		PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
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	Buyer (() () and Seller () () acknowledge receipt of a copy of this page, which is 4 of 8 pages.
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- IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.
- (f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closina.
- (g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.
- 11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this Contract.
- 12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.
- 13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.
- 14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.
- 15. Complete Agreement; Persons Bound: This Contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.
- 16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.
 - (a) Seller Default: If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

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- from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.
 - (b) Buyer Default: If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract.
 - **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
 - 18. Escrow Agent; Closing Agent: Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
 - 19. Professional Advice; Broker Liability: Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.
 - 20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
 - 21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to closing agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.

Gregory P Ellingson	3066292	Laura Cerpa	3342737
Seller's Sales Associate/	License No.	Buyer's Sales Associate/Lic	cense No.
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331 332*	3217507050	(407) 59	1-1648
333	Seller's Sales Associate Phone Number	Buyer's Sales Associate Ph	
334		•	
335 * 336	Ellingson Properties Listing Brokerage	EXP Rea Buyer's Brokerage	alty LLC
337	Listing Brokerage	Buyer's Brokerage	
338*	5815 US-1, Rockledge, FL 32955	5039 Ocean Blvd., Si	
339	Listing Brokerage Address	Buyer's Brokerage Addres	SS
340	22. Addenda: The following additional terms are	included in the attached addenda	and incorporated into this Contract
341 342 *	(Check if applicable) ☐ A. Back-up Contract		
343 *	☐ B. Kick Out Clause		
344 *	☐ C. Other		
345*	23. Additional Terms:		
346	20. Additional Terms.		
347			
348 349			
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352 353			
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357 358			
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360			
361	COUNTE	R-OFFER/REJECTION	
362* 363 364*	 □ Seller counters Buyer's offer (to accept the coudeliver a copy of the acceptance to Seller). □ Seller rejects Buyer's offer 	nter-offer, Buyer must sign or initia	ll the counter-offered terms and
365 366	This is intended to be a legally binding Contraction	ct. If not fully understood, seek t	the advice of an attorney before
367*	Buyer: Brent Howells		Date: 7/9/2021
368*		vestment Funds LLC	
369*	Buyer:		Date:
370*	Print name:		
371	Buyer's address for purpose of notice:		
372*	Address:		
373*	Phone: Fax:		info@buildrei.com
374*	Seller:		Date:
375*	Print name:		
376*	Seller:		Date:
377*	Print name:		
	BH Saller () and Saller (a managing of a second filtration of the latest	7 of 0 no and
	Buyer () () and Seller () () acknowledge VAC-14 Rev 3/21	e receipt of a copy of this page, which is	7 of 8 pages. ©2021 Florida Realtors®
Se	vAC-14 Rev 3/21 vrial#: 049665-500162-5853092		Form Simplicity
			Simplicity

381*	Effective Date:	(The date on which the last party signed or initialed and delivered the	
380*	Phone:	Fax:	_ Email:
379*	Address:		
378	Seller's address for purpose of notice:		

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Buyer (_____) (____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is 8 of 8 pages.

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LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Leslie Hoog, Fire Chief

DATE: 8/5/2021

RE: Consideration of aerial firefighting support Memorandum of Understanding with the

Brevard County Sheriff's Office.

During the course of fighting wildland and brush fires within the City, Palm Bay Fire Rescue (PBFR) occasionally has the need for helicopter support in the form of water drops on fires that are inaccessible by firefighting crews on land. To utilize this support, PBFR currently has to request it through Brevard County Fire Rescue. To avoid any possible delay and as part of bringing dispatch functions for the City back to the City, PBFR would like to have a direct link to Brevard County Sheriff's Aviation Unit. This MOU will facilitate that direct link.

Brevard County Sheriff's Office will provide this support at their cost for fuel only, which is currently \$2.17 per gallon, approximately \$180.00-\$200.00 per hour.

This agreement is only for incidents occurring within the jurisdiction of the City of Palm Bay.

REQUESTING DEPARTMENT:

Fire Department

FISCAL IMPACT:

Funds are budgeted in GL account number 001-6012-522-3409, other contractual services, for fiscal year 2022.

RECOMMENDATION:

Motion to approve entering into an agreement for Aerial Firefighting Support with Brevard County Sheriff's Office.

ATTACHMENTS:

Description

Aerial Firefighting Support MOU

MEMORANDUM OF UNDERSTANDING REGARDING BRUSH FIRE ASSISTANCE BETWEEN THE CITY OF PALM BAY AND WAYNE IVEY, IN HIS OFFICIAL CAPACITY AS SHERIFF OF BREVARD COUNTY

WHEREAS, to better serve the public during seasonal wildfires, the City of Palm Bay's Fire Rescue (hereinafter "Fire Rescue" or "Palm Bay Fire Rescue") has enlisted Wayne Ivey, in his official capacity as the Sheriff of Brevard County, and the Brevard County Sheriff's Office Aviation Unit (hereinafter "Sheriff") (Fire Rescue and Sheriff are individually referred to as "Party" or collectively as "Parties" herein) aircraft and personnel to aid in controlling medium to large wildfires that may endanger homes, businesses, or other properties; and

WHEREAS, this Memorandum of Understanding is to define roles and responsibilities as it pertains to the use of the Brevard County Sheriff's Office aircraft and crews; and

WHEREAS, it is understood by both parties that the Brevard County Sheriff's Office core responsibility is in law enforcement; and

WHEREAS, it is also understood that aircraft assigned during a fire rescue event will be dedicated to such event until such time as it is released by the Incident Commander; and

WHEREAS, as part of this Memorandum of Understanding, it has been agreed that Palm Bay Fire Rescue agrees to reimburse Sheriff for all fuel costs associated with the request and response to Palm Bay Fire Rescue incidents pertaining to brush fires. Requests from other jurisdictions inside or outside of the City of Palm Bay are beyond the scope of this agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the adequacy and consideration of which is hereby acknowledged as good and acceptable and the receipt of which being hereby acknowledged:

SECTION I. RESPONSIBILITIES

- 1. The Sheriff shall:
 - a. Notify Palm Bay Fire Rescue when they are unable to respond with brush fire capable aircraft for a period greater than 24 hours. The notification will be made to the Palm Bay Dispatch Center at (321) 952-3539 or (321) 952-3456 as an alternate number.

- b. Begin response upon being requested by Palm Bay Fire Rescue when units are available. This entails calling/notifying flight and ground crews and loading up supplies and equipment needed to respond.
- c. Ensure VHF-FM and 800 MHz radios are functioning in aircraft that respond to wildfires.
- d. Be under the direction of the Incident Commander during the emergency event.
- e. All flight activity will be conducted within rules and regulations outlined by the FAA.
- f. Only respond to the City of Palm Bay brush fire incidents at the request of authorized Palm Bay Fire Rescue personnel, as established by the Fire Chief.

2. Palm Bay Fire Rescue shall:

- a. Reimburse all fuel costs absorbed by the Sheriff during all incidents in which the Brevard County Sheriff's Office Aviation Unit was formally requested to respond and operate as part of a brush fire response. For example, as of the time of this agreement the fuel cost is approximately two dollars (\$2.17) per gallon which equates to about one-hundred eighty to two-hundred dollars (\$180.00-\$200.00) per hour. Both parties acknowledge this will fluctuate from day to day and parties agree that Palm Bay Fire Rescue will reimburse at the actual rate spent by Sheriff.
- b. Provide a list of personnel who have authority to request the Brevard County Sheriff's Office Aviation Unit for brush fire response.
- c. Budget funds for aerial support for fire suppression and establish and maintain accounts for transfer of funds.
- d. Transfer funds to Sheriff for invoiced fuel expenses occurring from brush fire responses on a quarterly basis.

<u>SECTION II. MEETINGS</u> [Annual Preliminary Wildfire Season Response Meeting]

At the beginning of wildfire season or whenever deemed necessary, Palm Bay Fire Rescue and Brevard County Sheriff's Office/Aviation Unit managers shall meet to discuss equipment and manpower availability, any coordination changes, and operation improvements or needs.

SECTION III. REVISIONS

This document provides an understanding of responsibilities for the Sheriff and the City of Palm Bay Fire Rescue and may be altered by written agreement by both agencies at any time.

As responsible managers of our respective organizations, our signature below commits our resources to this Memorandum of Understanding to better serve the citizens of Brevard County and the City of Palm Bay. This agreement shall remain in effect for three (3) years upon the signature of both parties.

SECTION IV. LIABILITY/INDEMINFICATION

The parties agree and understand that each is a governmental entity of the State of Florida and entitled to sovereign immunity pursuant to Florida Statute §768.28. To the extent allowed by law, each shall be responsible for the actions of its own employees, deputies, officers, agents solely. Notwithstanding, nothing contained herein shall be construed as an admission of liability by either party.

Suzanne Sherman, City Manager City of Palm Bay	Date
Wayne Ivey, Sheriff of Brevard County Brevard County Sheriff's Office	Date



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Joan Junkala-Brown, Deputy City Manager

DATE: 8/5/2021

RE: Consideration of submitting a grant application to the Florida Department of Environmental

Protection's Resilient Florida Grant Program, in collaboration with the East Central Florida

Regional Planning Council.

In March of 2021, the East Central Florida Regional Planning Council (ECFRPC) approached the City of Palm Bay to serve as a project partner for the Florida Department of Environmental Protection (FDEP) Resilience Planning Grant (RPG) under the Florida Resilient Coastlines Grant program.

The purpose of this FDEP Resilient Coastlines grant program is to promote community resilience planning in Florida's coastal communities through compliance with Section 163.3178(2)(f), F.S. relating to "Peril of Flood" for communities with a Coastal Management Element in the comprehensive plan, preparing vulnerability assessments outside of what is required to comply with Peril of Flood, adaptation and resilience plans, and regional collaboration efforts.

On April 15, 2021, City Council authorized staff to apply for a grant for \$75,000 through this program. However, on May 12, 2021, Governor DeSantis signed into law Senate Bill 1954, which provided over \$640 million in comprehensive funding for his new initiative, the Resilient Florida Grant program, which is intended to enhance Florida's efforts to ensure a coordinated approach to Florida's coastal and inland resiliency.

FDEP has been tasked to identify projects which could be expanded in scope and reassigned for additional funding under the umbrella of the Governor's new grant program. ECFRPC and FDEP have approached the City of Palm Bay to request an expansion of the previously authorized Florida Resilient Coastlines Grant (RPG) for consideration of applying for and utilizing grant funding through Resilient Florida instead.

Utilizing the Resilient Florida Grant program funding, the expanded project will provide a citywide vulnerability assessment to include an assessment of city infrastructure, facilities, land uses, as well as a future focus of flooding, surge, and sea-level rise through a plan integration analysis of its Stormwater Master Plan and Land Development Code, and will enable the City to develop strategies to make the community more resilient through a planning horizon of 2100.

In addition to a comprehensive vulnerability assessment and plan integration analysis, a GIS-story map will be designed to showcase the information and data which feeds the findings. The project team will undertake public

engagement activities and develop and provide educational materials to include a web page.

The proposed revised scope of work includes an increase in the grant request and project cost to \$100,000 and consists of a two-task project (citywide vulnerability assessment and analysis of the Stormwater Master Plan and Land Development Code) with a timeline to be billed to the City following satisfactory performance on August 30, 2022, and May 31, 2023, for \$20,000 and \$80,000 respectively.

If awarded, the City will entered into a grant agreement with FDEP whereas the City would serve as the grantee and ECFRPC would serve as the subject matter expert and project team lead performing all tasks and invoicing the City for deliverables. The City would utilize the Florida Resilient Coastlines grant award to reimbursement itself.

REQUESTING DEPARTMENT:

City Manager's Office

FISCAL IMPACT:

The City would be required to fund all deliverables totaling \$100,000 and seek reimbursement from FDEP. This is expected to be budgeted in Fiscal Year 2022 in the City Manager's Office GL account 001-1210-512-3141.

RECOMMENDATION:

Motion to authorize the City to submit a grant application to Resilient Florida and enter into a grant agreement for tasks to be completed as outlined.

ATTACHMENTS:

Description

FDEP Resilient Florida Grant Agreement

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT WORK PLAN DEP AGREEMENT NO.: R2212

ATTACHMENT 3

I. <u>TITLE PAGE</u>

1. **PROJECT TITLE:** Social and Economic Vulnerability in Palm Bay and ECFR2C Action Plan Implementation

GRANTEE Contact Information:
Organization Name: The City of Palm Bay
Name of Authorized Signer: Suzanne Sherman
Title: City Manager
Address: 120 Malabar Road
City: Palm Bay
Zip Code: 32907
Area Code and Telephone Number: 321-952-3413
E-mail Address: Suzanne.Sherman@pbfl.org
GRANT MANAGER Contact Information:
Organization Name: The City of Palm Bay
Name: Britta Kellner
Title: Special Projects Manager
Address: 120 Malabar Road
City: Palm Bay
Zip Code: 32907
Area Code and Telephone Number: 321-726-2793
E-mail Address: Britta.Kellner@pbfl.org
FISCAL AGENT Contact Information:
Organization Name: The City of Palm Bay Angelies Collins
Name: Angelica Collins Title: Fixed Menager
Title: Fiscal Manager Address: 120 Melabar Road
Address: 120 Malabar Road
City: Palm Bay
Zip Code: 32907
Area Code and Telephone Number: 321-952-3400 x 3427
E-mail Address: Angelica.Collins@pbfl.org Attachment 3, DEP Agreement #: R2212

5.	FEID No. (a.k.a. Tax ID#): _59-6018984
	DUNS No. 0602362620000
6.	WORK PERFORMED BY: Sub-Contractor Only
7.	SUBCONTRACTORS CONTACT INFORMATION: (if applicable & known) Organization Name: ECFRPC
	Name: Tara McCue
	Title: Director of Planning and Community Development
	Address: 455 N. Garland Street
	City: Orlando
	Zip Code: 32801
	Area Code and Telephone Number: 407-245-0300
	E-mail Address: tara@ecfrpc.org
8.	PROJECT LOCATION:
	A. List of County(ies): Brevard
	B. List of City(ies)/Town(s)/Village(s):City of Palm Bay
	C. State Lands Lease Agreement Number(s): N/A Provide lease agreement number(s) for any work that will be performed on State Lands. If work will not be on any state lands, please indicate N/A.

Remainder of this page intentionally left blank.

II. WORK PLAN

9. PROJECT SUMMARY: The City of Palm Bay (the City), in partnership with the East Central Florida Regional Planning Council (ECFRPC), is working to assess vulnerabilities and increase resilience within the City. As a partner of the East Central Florida Regional Resilience Collaborative (ECFR2C), and as a community located along the Indian River Lagoon with associated ecosystems, the City recognizes the importance of regional collaboration to improve resilience and ecosystem connectivity in preparation for mitigation of future flood conditions.

Through the provisions of its partnership with the City, ECFRPC will first evaluate new data and storm surge impacts under future sea level rise conditions, and will employ University of Florida's Plan Intergration Scorecard (PIRS) tool to provide spatial analysis evaluation of plan networks to identify ways to reduce hazard vulnerability through improving resilience integration in and between the City's Stormwater Master Plan and land development code

10. PROJECT SCOPE OF WORK: The City seeks to secure a city-wide vulnerability assessment to include city infrastructure, facilities, land uses, as well as a future focus on flooding, surge, and sea level rise through a plan integration analysis of its Stormwater Master Plan and land development code to develop strategies to make the community more resilient over the next 80 years through a 2100 planning horizon.

Project team members from the City, University of Florida (UF) and the ECFRPC will review Palm Bay Stormwater Master Plan and land development regulations through the lens of the vulnerability assessment data to create improved planning coordination. They will utilize the Plan Integration for Resilience Scorecard (PIRS) evaluation approach developed by Texas A&M University's Institute for Sustainable Communities (or a comparative methodology) for this review. The City, working in partnership with the ECFRPC and UF, will use the vulnerability data in conjuction with the PIRS evaluation to develop recommendations for aligning and strengthening the Stormwater Master Plan with the land development regulations. The Vulnerability Assessment and strategy recommendations will provide the basis for developing feasible adaptation recommendations for the City and various resilient development recommendations for revisions in order to remove barriers or inconsistencies in the City's plans and regulations.

Vulnerability Assessment to include the following as outlined in § 380.093, F.S.:

The depth of:

- a. Tidal flooding, including future high tide flooding, which must use thresholds published and provided by the department (Fl. Department of Environmental Protection FDEP) To the extent practicable, the analysis should also geographically display the number of tidal flood days expected for each scenario and planning horizon.
- b. Current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. The initial storm surge event used must equal or exceed the current 100-year flood event. Higher frequency storm events may be analyzed to understand the exposure of a critical asset.
- c. To the extent practicable, rainfall-induced flooding using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. Future boundary conditions should be modified to consider sea level rise and high tide conditions.
- d. To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding.

The following scenarios and standards:

a. All analyses in NAVD 88.

- b. At least two local sea level rise scenarios, which must include the 2017 NOAA Intermediate-Low and Intermediate-High sea level rise projections.
- c. At least two planning horizons that include planning horizons for the years 2040 and 2070.
- d. Local sea level data that has been interpolated between the two closest NOAA tide gauges. Local sea level data may be taken from one such gauge if the gauge has higher mean sea level. Data taken from an alternate gauge may be used with appropriate rationale and department approval, as long as it is publicly available or submitted to the department.
- e. Will encompass entire City and include all critical assets owned or maintained by the City
- f. Will use the most recent publicly available Digital Elevation Model and generally accepted modeling techniques

This project will utilize the Daytona Beach Shores tidal gauge due to the distance of the next two closest gauges. The next closest stations on the east coast are Mayport (north) and Lake Worth in Pam Beach. Discussions with modeling and sea level rise experts indicate that interpolation with gauges that are so far away would not yield data or information that would significantly alter data derived from the Daytona Beach Shores gauge and would not be worth the investment undertaken to interpolate.

11. PROJECT NEED AND BENEFIT:

- A. Explain the demonstrated need, which the project addresses. The City of Palm Bay is seeking to perform an assessment and evaluation of projects and regulations which may impact future conditions of City infrastructure, facilities, and the City as a whole. The tasks proposed are designed to gather data that identifies vulnerabilities and examines how such vulnerabilities impact the City. The findings will also allow the City to examine vulnerabilities within a social and economic context. As with all local governments, limited resources and potential vulnerabilities dictate that the investments and decisions made by a City are undertaken with well-scoped research and consideration regonizing that decisions made in the short and mid-term have long-term effects. The deliverables resulting from this project will provide an indepth understanding of how these impacts change over time, and where to focus efforts as detailed above, particularly in the Stormwater Master Plan and land development regulations.
- B. Explain how the proposed project will fulfill the outlined requirements for a Vulnerability Assessment performed under §. 380.093, F.S. The Resilient Florida Grant Program. The activities outlined in this proposal will advance the ability of the City to understand current and future vulnerabilities, and position the City to actively plan for solutions through policies and stormwater planning while examining the role of how natural resources can be used to for mitigation and other ecosystem services. The project will assess parameters of future and current flooding as set forth through the Resilient Florida Grant program, to include tidal flooding, sea level rise, and surge. Additionally, any subcontractor for this project will include the statute as a guide throughout the process and will also include FDEP on project calls to ensure appropriate direction and deliverables are being met.
- C. Discuss how the project is feasible and can be completed by the grant period deadline. All activities proposed within this scope are estimated to be completed within 24 months. The ECFRPC and City of Palm Bay have a current working relationship through the collaborative as well through a contract focused on resilient economic development. To complete the project within the grant timeline, the ECFRPC and the City will work jointly to meet all task requirements. The ECFRPC and City will identify the appropriate staff and resources available to complete the tasks associated with the project.

D. Explain how this project is addressing social vulnerability or vulnerability of historic resources or stormwater management systems. This project focuses on how nature-based solutions (the use of nature such as stormwater parks, specific vegetation, rain gardens, etc., to provide stormwater solutions) and conservation areas can be used as part of the stormwater management systems and provide other ecosystem services. The vulnerability assessment will provide an overview of impacts to socio-vulnerable populations and consider impacts to historic resources. Additionally, understanding impacts of future environmental changes on the built environment, especially through a lens of vulnerable communities, will be addressed through the work with this Palm Bay project.

12. DESCRIPTION OF PROJECT OUTCOMES:

Palm Bay project tasks will result in a vulnerability assessment report along with a GIS-story map which will showcase information and data that feeds the findings. The citywide Vulnerability Assessment data and analysis will be compatible for inclusion in the Statewide Vulnerability Assessment as outlined in § 380.093 F.S. Two (2) public engagement activities will take place during the project timeline along with a survey to engage the community in the conversation of resilience. Effort will be undertaken to visit key areas or events in the City in order to obtain a greater level of input. A story map and webpage will also be developed to showcase the project.

The results of the Plan Integration for Resilience Scorecard (PIRS) process will produce recommendations for review as the City considers, in addition to suggested improvements for further resilience, the future of their Stormwater Master Plan, and identifies alignment potential and greater cohesiveness between the Stormwater Master Plan and the land development codes.

13. BUDGET SUMMARY: Allowable budget categories and form of payment with the costs for this project are listed in the table below.

ALLOWABLE BUDGET SUMMARY

Budget Categories	Payment	Task 1	Task 2	Grant Amount Awarded
Contractual Services	Reimbursement	\$20,000	\$80,000	\$100,000
GRANT AGREEMENT TOTAL		\$20,000	\$80,000	\$100,000

A. Describe how the project costs was determined:

Costs associated with the Palm Bay project were determined through a cost estimate from the contractor to complete activities as noted. Costs associated with the ECFRPC are estimated based upon anticipated costs (staff costs) to complete the project. The ECRPC has conducted numerous vulnerability assessments funded through the FDEP Resilient Coastline program for multiple years in multiple jurisdictions.

B. CONTRACTUAL SERVICES:

CONTRACTUAL SERVICES BREAKDOWN

Company Name*	Task 1	Task 2	Total
ECFRPC	\$20,000	\$80,000	\$100,000
Contractual Total by Tasks	\$20,000	\$80,000	\$100,000

- *Upon a selected Sub-Contractor(s), the Grantee will Provide a signed certification statement giving a description of the procurement process that was utilized for the selection of the sub-contractors. The description must include:
 - a. The procurement process to be utilized; and
 - b. Justification as to how and why the City made its final selection.
 - c. For competitively obtained Sub-Contractor also include:
 - i. A list of all entities that you received bids/quotes from,
 - ii. Names and addresses of those entities that provided bids/quotes, and
 - iii. Actual amounts of the bids/quotes that were submitted.
- **14. PROJECT TIMELINE:** All tasks are to be completed and submitted no later than the task/deliverable due date listed in the table below. Requests for any change must be submitted prior to the current task/deliverable due date listed in the project timeline. Requests are to be sent via separate email to the Department's Grant Manager, with the details of the request being made and the reason for the request.

PROJECT TIMELINE

Task No.	Task Title	Deliverable Due Date	Task Amount
1	PIRS	8/30/2022	\$20,000
2	City of Palm Bay Vulnerability Assessment	5/31/2023	\$80,000
	\$100,000		

- **15. PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task via **one pdf document** to the Department's Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline. The Department's Grant Manager will review the task/deliverables to verify that they meet the specifications in the Grant Work Plan and this task description, to include any work being performed by any sub-contractor(s). Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.
- **16. CONSEQUENCES FOR NON-PERFORMANCE:** The Department will reduce each Task Funding Amount by 5% for every day that the task/deliverable(s) is not received on the specified due date in the most recent Project Timeline, for the Agreement. Should a Change Order or Amendment be requested on the date of or after the most current task/deliverable due date, the 5% reduction of that Task Funding Amount will be imposed until the date of the requested change is received, via email by the Department.
- **17. PAYMENT REQUEST SCHEDULE:** Grantee may submit a request for the Task Funding Amount to be paid using the Exhibit C, after all deliverables for that task have been approved by the Department. Request(s) for payment must include the Exhibit A showing 100% completion of that task and must be submitted within 45 days of the task/deliverable due date. Please refer to the website Grants page for "How to Request Payment", and "Checklist for Requesting Payment".

Or

Grantee may submit one request for the Grant Amount Awarded, by using the Exhibit C, after the project is 100% completed. The request for the Grant Amount Awarded, must include an Exhibit A showing 100% completion for all tasks, and must be submitted within 45 days of the last task/deliverable due date.

18. FUNDING SOURCE: Grantee agrees to include on all publications, printed reports, audiovisuals (including videos, slides, and websites except that unless required under special terms of this

Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the DEP logo (which can be found on the Department's website at https://floridadep.gov/resilience or by contacting the Grant Manager for a copy) and the following statement on, the following language.

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection, Florida Resilient Coastlines Program, by a grant provided by the Office of Resilience and Coastal Protection. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line shall identify the month and year of the publication.

III. TASKS & DELIVERABLES

Task #1

A. Title: PIRS Assessment

- **B.** Goal: Increase resilience in the Stormwater Master Plan and city codes and processes through recommended guidelines and strategies.
- **C. Description:** The Project Team will use the PIRS to evaluate the City's Stormwater Master Plan and land development regulations. The results of the PIRS evaluation and updated comprehensive plan language will be employed to identify conflicts and recommended changes the Stormwater Master Plan, and land development regulations. The Project Team will incorporate these findings into a report describing the process, and detailing the recommendations.
- **D. Deliverable(s):** The Grantee will submit all task/deliverables for each task via **one pdf document** to the Department's Grant Manager on or before the task/deliverable due date listed in the Project Timeline.
 - 1) PIRS findings and process
 - 2) Recommendations for the Stormwater Master Plan
 - 3) Proposed revisions to land development code in either strike through or underline or other identified manner to best capture recommendations

Task #2

- **A. Title:** Palm Bay Vulnerability Assessment
- **B.** Goal: Conduct vulnerability assessment and showcase data and impacts in an online GIS story map. Create map series and summary report on vulnerabilities related to flooding, sea level rise, and storm surge areas as sea levels increase. Engage citizens in discussion of impacts and solutions for a resilient and sustainable community.
- **C. Description:** The ECFRPC will use the sea level rise combined with new storm surge data (2020) for Brevard County currently in development to assess potential changes in storm surge impacts as sea levels rise. The modeling will incorporate the upper and lower range of sea level rise combined with a cat 1 and cat 3 sea level rise analysis, at a minimum. The vulnerability assessment will also analyze impacts from flooding and inundation from sea level rise. Results

will be showcased in maps, a summary report, and a GIS story map. The City will also help to facilitate two (2) public engagement events as well as an online survey to discuss the project, and obtain input to direct findings and recommendations.

- **D. Deliverable(s):** The Grantee will submit all task/deliverables for each task via **one pdf document** to the Department's Grant Manager on or before the task/deliverable due date listed in the Project Timeline.
 - 1) Copies of all workshop/meeting announcements/advertisements
 - 2) Agendas and sign-in sheets from each workshop/meeting indicating location, date, and time of the meeting
 - 3) Presentations and other meeting materials/handouts
 - 4) Brief summary report from each workshop/meeting including attendee feedback and workshop outcomes
 - 5) Any materials created at each workshop/meeting (as applicable)
 - 6) Online survey results
 - 7) PDFs of GIS Map(s)
 - 8) Screenshots of and link to online GIS Story Map
 - 9) Vulnerability Assessment Summary report including: The depth of:
 - a. Tidal flooding, including future high tide flooding, which must use thresholds published and provided by the department.
 - i. The analysis should also geographically display the number of tidal flood days expected for each scenario and planning horizon (as applicable/practicable).
 - b. Current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. The initial storm surge event used must equal or exceed the current 100-year flood event. Higher frequency storm events may be analyzed to understand the exposure of a critical asset.
 - c. Rainfall-induced flooding using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. Future boundary conditions should be modified to consider sea level rise and high tide conditions (as applicable/practicable).
 - d. Compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding (as applicable/practicable).

The following scenarios and standards:

- a. All analyses in NAVD 88.
- b. At least two local sea level rise scenarios, including the 2017 NOAA Intermediate-Low and Intermediate-High sea level rise projections.
- c. At least two planning horizons that include planning horizons for the years 2040 and 2070.
- d. Local sea level data that has been interpolated between the two closest NOAA tide gauges. Local sea level data may be taken from one such gauge if the gauge has higher mean sea level. Data taken from an alternate gauge may be used with appropriate rationale and department approval, as long as it is publicly available or submitted to the department. This project will utilize the Daytona Beach Shores tidal gauge due to the distance of the next two closest gauges.
- e. Will encompass entire City and include all critical assets owned or maintained by the City
- f. Will use the most recent publicly available Digital Elevation Model and generally accepted modeling techniques

- 10) A list of critical assets (as defined in § 380.093, F.S.) and regional assets that are impacted by flooding and sea level rise as identified in the assessment
- 11) Data sets used to perform the Vulnerability Assessment as outlined in the above Report requirements
- 12) GIS Shapefiles of all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the assessment

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Special Terms and Conditions AGREEMENT NO. R2212

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is working to assess vulnerabilities and increase resilience within the City. As a partner of the East Central Florida Regional Resilience Collaborative (ECFR2C), and as a community located along the Indian River Lagoon with associated ecosystems, Palm Bay recognizes the importance of regional collaboration to improve resilience and ecosystem connectivity in preparation for mitigation of future flood conditions. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are no extensions available for this Project.
- c. <u>Service Periods.</u> Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. <u>Compensation.</u> This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
		Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
		a. Fringe Benefits, N/A.
		b. Indirect Costs, N/A.
\boxtimes		Contractual (Subcontractors)
		Travel, in accordance with Section 112, F.S.
		Equipment
		Rental/Lease of Equipment
		Miscellaneous/Other Expenses
		Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Attachment 2

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000

Automobile Liability for Company-Owned Vehicles, if applicable

\$200,000/300,000

Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT WORK PLAN DEP AGREEMENT NO.: R2212

ATTACHMENT 3

I. <u>TITLE PAGE</u>

1. **PROJECT TITLE:** Social and Economic Vulnerability in Palm Bay and ECFR2C Action Plan Implementation

2.	GRANTEE Contact Information:		
	Organization Name: The City of Palm Bay		
	Name of Authorized Signer: Suzanne Sherman		
	Title: City Manager		
	Address: 120 Malabar Road		
	City: Palm Bay		
	Zip Code: 32907		
	Area Code and Telephone Number: 321-952-3413		
	E-mail Address: Suzanne.sherman@pbfl.org		
3.	GRANT MANAGER Contact Information:		
	Organization Name: The City of Palm Bay		
	Name: Britta Kellner		
	Title: Special Projects Manager		
	Address: 120 Malabar Road		
	City: Palm Bay		
	Zip Code: 32907		
	Area Code and Telephone Number: 321-726-2793		
	E-mail Address: brittakellner@palmbayflorida.org		
4.	FISCAL AGENT Contact Information:		
₹.	Organization Name: The City of Palm Bay		
	Name: Angelica Collins		
	Title: Fiscal Manager		
	Address: 120 Malabar Pond		
	City: Palm Bay Zip Code: 32907		
	Area Code and Telephone Number: 321-952-3400 x 3427		
	E-mail Address: angelica.collins@pbfl.org Attachment 3, DEP Agreement #: R2212		

5.	FEID No. (a.k.a. Tax ID#):59-6018984
	DUNS No. 0602362620000
6.	WORK PERFORMED BY: Sub-Contractor Only
7.	SUBCONTRACTORS CONTACT INFORMATION: (if applicable & known) Organization Name: ECFRPC
	Name: Tara McCue
	Title: Director of Planning and Community Development
	Address: 455 N. Garland Street
	City: Orlando
	Zip Code: 32801
	Area Code and Telephone Number: 407-245-0300
	E-mail Address: tara@ecfrpc.org
8.	PROJECT LOCATION:
	A. List of County(ies): Brevard
	B. List of City(ies)/Town(s)/Village(s): City of Palm Bay
	C. State Lands Lease Agreement Number(s): N/A Provide lease agreement number(s) for any work that will be performed on State Lands. If we will not be on any state lands, please indicate N/A.

Remainder of this page intentionally left blank.

II. WORK PLAN

9. PROJECT SUMMARY: The City of Palm Bay, in partnership with the East Central Florida Regional Planning Council (ECFRPC), is working to assess vulnerabilities and increase resilience within the City. As a partner of the East Central Florida Regional Resilience Collaborative (ECFR2C), and as a community located along the Indian River Lagoon with associated ecosystems, Palm Bay recognizes the importance of regional collaboration to improve resilience and ecosystem connectivity in preparation for mitigation of future flood conditions.

Through its partnership with ECFRPC, the City of Palm Bay will first evaluate new data and storm surge impacts under future sea level rise conditions, and will employ University of Florida's Plan Intergration Scorecard (PIRS) tool to provide spatial analysis evaluation of plan networks to identify ways to reduce hazard vulnerability through improving resilience integration in and between the City's Stormwater Master Plan and land development code

10. PROJECT SCOPE OF WORK: The City of Palm Bay seeks to develop a city-wide vulnerability assessment to include an assessment of city infrastructure, facilities, land uses, as well as a future focus on flooding, surge, and sea level rise through a plan integration analysis of its Stormwater Master Plan and land development code in order to develop strategies to make the community more resilient over the next 80 years.

The Project Team will review Palm Bay's Stormwater Master Plan and land development regulations through the lens of the vulnerability assessment data to create improved planning coordination. The Project Team will utilize the Plan Integration for Resilience Scorecard (PIRS) evaluation approach developed by Texas A&M University's Institute for Sustainable Communities (or a comparative methodology) for this review. The City, working in partnership with the ECFRPC and University of Florida (UF), will use the vulnerability data in conjuction with the PIRS evaluation to develop recommendations for aligning and strengthening the Stormwater Master Plan with the land development regulations. The Vulnerability Assessment and strategy recommendations will provide the basis for developing feasible adaptation recommendations for the City in conjunction with additional best practices, and various resilient development recommendations for revisions in order to remove barriers or inconsistencies in the City's plans and regulations.

Vulnerability Assessment to include the following as outlined in s. 380.093, F.S.:

The depth of:

- a. Tidal flooding, including future high tide flooding, which must use thresholds published and provided by the department. To the extent practicable, the analysis should also geographically display the number of tidal flood days expected for each scenario and planning horizon.
- b. Current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. The initial storm surge event used must equal or exceed the current 100-year flood event. Higher frequency storm events may be analyzed to understand the exposure of a critical asset.
- c. To the extent practicable, rainfall-induced flooding using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. Future boundary conditions should be modified to consider sea level rise and high tide conditions.
- d. To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding.

The following scenarios and standards:

a. All analyses in NAVD 88.

- b. At least two local sea level rise scenarios, which must include the 2017 NOAA Intermediate-Low and Intermediate-High sea level rise projections.
- c. At least two planning horizons that include planning horizons for the years 2040 and 2070.
- d. Local sea level data that has been interpolated between the two closest NOAA tide gauges. Local sea level data may be taken from one such gauge if the gauge has higher mean sea level. Data taken from an alternate gauge may be used with appropriate rationale and department approval, as long as it is publicly available or submitted to the department.

This project will utilize the Daytona Beach Shores tidal gauge due to the distance of the next two closest gauges. The next closest stations on the east coast are Mayport (north) and Lake Worth in Pam Beach. Discussions with modeling and sea level rise experts indicate that interpolation with gauges that are so far away would not yield data or information that would significantly alter data derived from the Daytona Beach Shores gauge and would not be worth the investment undertaken to interpolate.

11. PROJECT NEED AND BENEFIT:

- A. Explain the demonstrated need, which the project addresses. The City of Palm Bay is seeking to undertake an assessment and evaluation of projects and regulations which may impact future conditions of City infrastructure, facilities, and the City as a whole. The tasks proposed are designed to gather data that identifies vulnerabilities and examines how such vulnerabilities impact the City. The findings will also allow the City to examine vulnerabilities within a social and economic context. As with all local governments, limited resources and potential vulnerabilities dictate that the investments and decisions made by a City are undertaken with well-scoped research and consideration regonizing that decisions made in the short and mid-term have long-term effects. The deliverables resulting from this project will provide an indepth understanding of how these impacts change over time, and where to focus efforts as detailed above, particularly in the stormwater master plan and land development regulations.
- B. Explain how the proposed project will fulfill the outlined requirements for a Vulnerability Assessment performed under s. 380.093, F.S. The Resilient Florida Grant Program. The activities outlined in this proposal will advance the ability of the City to understand current and future vulnerabilities and position the City to actively plan for solutions through policies and stormwater planning while examining the role of how natural resources can be used to for mitigation and other ecosystem services. The project will assess parameters of future and current flooding as set forth through the Resilient Florida Grant program to include tidal flooding, sea level rise and surge. Additionally, any subcontractor for this project will include the statute as a guide through out the process and will also include FDEP on project calls to ensure appropriate direction and deliverables are being met.
- C. Discuss how the project is feasible and can be completed by the grant period deadline. All activities proposed within this scope are estimated to be completed within 36 months. The ECFRPC and City of Palm Bay have a current working relationship through the collaborative as well through a contract focused on resilient economic development. To complete the project within the grant timeline, the ECFRPC and the City will work jointly to meet all task requirements. The ECFRPC and City will identify the appropriate staff and resources available to complete the tasks associated with the project.
- D. Explain how this project is addressing social vulnerability or vulnerability of historic resources or stormwater management systems. This project focuses on how nature-based solutions and conservation areas can be used as part of the stormwater management systems and Attachment 3, DEP Agreement #: R2212

provide other ecosystem services. The vulnerability assessment will provide an overview of impacts to socio-vulnerable populations and consider impacts to historic resources. Additionally, understanding impacts of future environmental changes on the built environment, especially through a lens of vulnerable communities, will be addressed through the work with this Palm Bay project.

12. DESCRIPTION OF PROJECT OUTCOMES:

Palm Bay project tasks will result in a vulnerability assessment report along with a GIS-story map which will showcase information and data that feeds the findings. The Vulnerability Assessment data and analysis will be compatible for inclusion in the Statewide Vulnerability Assessment as outlined in s. 380.093, F.S. Two (2) public engagement activities will take place during the project timeline along with a survey to engage the community in the conversation of resilience. Effort will be taken to visit key areas or events in the City in order to obtain a greater level of input. A story map and webpage will also be developed to showcase the project.

The results of the Plan Integration for Resilience Scorecard (PIRS) process will produce recommendations for consideration as the City considers the future of their Stormwater Master Plan, and identifies alignment potential and greater cohesiveness between the Stormwater Master Plan and the land development codes in addition to suggested improvements to further resilience.

13. BUDGET SUMMARY: Allowable budget categories and form of payment with the costs for this project are listed in the table below.

Budget Categories	Payment	Task 1	Task 2	Grant Amount Awarded
Contractual Services	Reimbursement	\$80,000	\$20,000	\$100,000
GRANT AGREEMENT TOTAL		\$80,000	\$20,000	\$100,000

A. Describe how the project costs was determined:

Costs associated with the Palm Bay project were determined through a cost estimate from the contractor to complete activities as noted. Costs associated with the ECFRPC are estimated based upon anticipated costs (staff costs) to complete the project. The ECRPC has conducted numerous vulnerability assessments funded through the FDEP Resilient Coastline program for multiple years in multiple jurisdictions.

B. CONTRACTUAL SERVICES:

CONTRACTUAL SERVICES BREAKDOWN

Company Name*	Task 1	Task 2	Total
ECFRPC	\$80,000	\$20,000	\$100,000
Contractual Total by Tasks	\$80,000	\$20,000	\$100,000

^{*}Upon a selected Sub-Contractor(s), the Grantee will Provide a signed certification statement giving a description of the procurement process that was utilized for the selection of the sub-contractors. The description must include:

- a. The procurement process to be utilized; and
- b. Justification as to how and why the City made its final selection.
- c. For competitively obtained Sub-Contractor also include:

- i. A list of all entities that you received bids/quotes from,
- ii. Names and addresses of those entities that provided bids/quotes, and
- iii. Actual amounts of the bids/quotes that were submitted.
- **14. PROJECT TIMELINE:** All tasks are to be completed and submitted no later than the task/deliverable due date listed in the table below. Requests for any change must be submitted prior to the current task/deliverable due date listed in the project timeline. Requests are to be sent via separate email to the Department's Grant Manager, with the details of the request being made and the reason for the request.

PROJECT TIMELINE

Task No.	Task Title	Deliverable Due Date	Task Amount
1	City of Palm Bay Vulnerability Assessment	12/31/2022	\$80,000
2	PIRS	8/30/2022	\$20,000
	\$100,000		

- **15. PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task via **one pdf document** to the Department's Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline. The Department's Grant Manager will review the task/deliverables to verify that they meet the specifications in the Grant Work Plan and this task description, to include any work being performed by any sub-contractor(s). Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.
- **16. CONSEQUENCES FOR NON-PERFORMANCE:** The Department will reduce each Task Funding Amount by 5% for every day that the task/deliverable(s) is not received on the specified due date in the most recent Project Timeline, for the Agreement. Should a Change Order or Amendment be requested on the date of or after the most current task/deliverable due date, the 5% reduction of that Task Funding Amount will be imposed until the date of the requested change is received, via email by the Department.
- **17. PAYMENT REQUEST SCHEDULE:** Grantee may submit a request for the Task Funding Amount to be paid using the Exhibit C, after all deliverables for that task have been approved by the Department. Request(s) for payment must include the Exhibit A showing 100% completion of that task and must be submitted within 45 days of the task/deliverable due date. Please refer to the website Grants page for "How to Request Payment", and "Checklist for Requesting Payment".

Or

Grantee may submit one request for the Grant Amount Awarded, by using the Exhibit C, after the project is 100% completed. The request for the Grant Amount Awarded, must include an Exhibit A showing 100% completion for all tasks, and must be submitted within 45 days of the last task/deliverable due date.

18. FUNDING SOURCE: Grantee agrees to include on all publications, printed reports, audiovisuals (including videos, slides, and websites except that unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the DEP logo (which can be found on the Department's website at https://floridadep.gov/resilience or by contacting the Grant Manager for a copy) and the following statement on, the following language.

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection, Florida Resilient Coastlines Program, by a grant provided by the Office of Resilience and Coastal Protection. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line shall identify the month and year of the publication.

III. TASKS & DELIVERABLES

Task #1

A. Title: Palm Bay Vulnerability Assessment

- **B.** Goal: Conduct vulnerability assessment and showcase data and impacts in online GIS story map. Create map series and summary report on vulnerabilities related to flooding, sea level rise, and storm surge areas as sea levels increase. Engage citizens in discussion of impacts and solutions for a resilient and sustainable community.
- C. Description: The ECFRPC will use the sea level rise combined with new storm surge data (2020) for Brevard County currently in development to assess potential changes in storm surge impacts as sea levels rise. The modeling will incorporate the upper and lower range of sea level rise combined with a cat 1 and cat 3 sea level rise analysis, at a minimum. The vulnerability assessment will also analyze impacts from flooding and inundation from sea level rise. Results will be showcased in maps, a summary report, and a GIS story map. The City will also conduct 2 public engagement events as well as an online survey to discuss the project and obtain input to direct findings and recommendations.
- **D. Deliverable(s):** The Grantee will submit all task/deliverables for each task via **one pdf document** to the Department's Grant Manager on or before the task/deliverable due date listed in the Project Timeline.
 - 1) Copies of all workshop/meeting announcements/advertisements
 - 2) Agendas and sign-in sheets from each workshop/meeting indicating location, date, and time of the meeting
 - 3) Presentations and other meeting materials/handouts
 - 4) Brief summary report from each workshop/meeting including attendee feedback and workshop outcomes
 - 5) Any materials created at each workshop/meeting (as applicable)
 - 6) Online survey results
 - 7) PDFs of GIS Map(s)
 - 8) Screenshots of and link to online GIS Story Map
 - 9) Vulnerability Assessment Summary report including: The depth of:
 - a. Tidal flooding, including future high tide flooding, which must use thresholds published and provided by the department.
 - i. The analysis should also geographically display the number of tidal flood days expected for each scenario and planning horizon (as applicable/practicable).
 - b. Current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. The initial storm surge event used must equal or exceed the current

- 100-year flood event. Higher frequency storm events may be analyzed to understand the exposure of a critical asset.
- c. Rainfall-induced flooding using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. Future boundary conditions should be modified to consider sea level rise and high tide conditions (as applicable/practicable).
- d. Compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding (as applicable/practicable).

The following scenarios and standards:

- a. All analyses in NAVD 88.
- b. At least two local sea level rise scenarios, including the 2017 NOAA Intermediate-Low and Intermediate-High sea level rise projections.
- c. At least two planning horizons that include planning horizons for the years 2040 and 2070.
- d. Local sea level data that has been interpolated between the two closest NOAA tide gauges. Local sea level data may be taken from one such gauge if the gauge has higher mean sea level. Data taken from an alternate gauge may be used with appropriate rationale and department approval, as long as it is publicly available or submitted to the department. This project will utilize the Daytona Beach Shores tidal gauge due to the distance of the next two closest gauges.
- 10) A list of critical assets (as defined in s. 380.093, F.S.) and regional assets that are impacted by flooding and sea level rise as identified in the assessment
- 11) Data sets used to perform the Vulnerability Assessment as outlined in the above Report requirements
- 12) GIS Shapefiles of all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the assessment

Task #2

A. Title: PIRS Assessment

- **B.** Goal: Increase resilience in the Stormwater Master Plan and city codes and processes through recommended guidelines and strategies.
- **C. Description:** The Project Team will use the PIRS to evaluate the City's Stormwater Master Plan and land development regulations. The results of the PIRS evaluation and updated comprehensive plan language will be employed to identify conflicts and recommended changes the Stormwater Master Plan, and land development regulations. The Project Team will incorporate these findings into a report describing the process, and detailing the recommendations.
- **D. Deliverable(s):** The Grantee will submit all task/deliverables for each task via **one pdf document** to the Department's Grant Manager on or before the task/deliverable due date listed in the Project Timeline.
 - 1) PIRS findings and process,
 - 2) Recommendations for the Stormwater Master Plan
 - 3) Proposed revisions to land development code in either strike through or underline or other identified manner to best capture recommendations

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Special Audit Requirements

(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement) to the recipient (which may be referred to as the "Recipient", "Grantee" or other name in the agreement) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

- 1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
- 2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
- 3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.
- 4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- 2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm. State of Florida's website http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

- 1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient <u>directly</u> to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

- 2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
 - A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection Office of Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection Office of Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

BGS-DEP 55-215 revised 12/14/2020

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

Attachment 5

EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the <u>resources</u> awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resour	ces Awarded to the Recipi	ent Pursuant to thi	is Agreement Consist of the Following:		
Federal Program		CFDA			State Appropriation
A	Federal Agency	Number	CFDA Title	Funding Amount	Category
				\$	
Federal Program		CFDA			State Appropriation
В	Federal Agency	Number	CFDA Title	Funding Amount	Category
				Ψ	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resource	State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:									
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category					
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category					

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

	te amaraea mar is subject to section				. 6 . 4 . 5 .	g
State Resource	es Awarded to the Recipient I	Pursuant to this A	Agreement Co	nsist of the Following Resources Subject	to Section 215.97, F.	S.:
State				CSFA Title		State
Program		State	CSFA	or		Appropriation
A	State Awarding Agency	Fiscal Year ¹	Number	Funding Source Description	Funding Amount	Category
Original Agreement	Department of Environmental Protection	2021/2022	37.098	Florida Resilient Coastlines Program	\$100,000	100593
State				CSFA Title		State
Program		State	CSFA	or		Appropriation
В	State Awarding Agency	Fiscal Year ²	Number	Funding Source Description	Funding Amount	Category
	·					

Total Award \$100,000

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for

federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Public Records Requirements

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.
- 2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.
 - For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:
- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection

ATTN: Office of Ombudsman and Public Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PROGRAM-SPECIFIC REQUIREMENTS FOR THE RESILIENT FLORIDA PROGRAMS

ATTACHMENT 6

- Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local
 permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained
 prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws.
 Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity.
 Upon request the Grantee must provide a copy of acquired and approved permits for the project.
- 2. <u>Ineligibility.</u> If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3, Grant Work Plan; and all other attachments and exhibits, the Grantee shall be ineligible to be considered for funding under Resilient Florida Programs for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of the Agreement end date and notify the Grantee in writing if determined ineligible.
- 3. The Department reserves the right to reduce any fixed priced line item payment in the Agreement, Attachment 3, Grant Work Plan, where in the actual costs incurred are more than 5% less than the original budgeted fixed price value set forth in this Agreement.
- 4. <u>Additional Documentation for Contractual Costs.</u> In addition to the documentation requirements in paragraph 11, <u>Subcontracting</u>, Attachment 2, and, paragraph 9. c. <u>Contractual Costs (Subcontractors)</u>, Attachment 1, Grantee shall provide the following for or all sub-contractual agreements that the Grantee executes for this project:
 - a. A valid link or documentation that outlines their entity's procurement processes that is required in Attachment 1, paragraph 9. c.
 - b. A signed certification statement by the Grantee's designated grant manager, indicating the procurement process that was utilized per their entities' policies and procedures, for all sub-contractors. The certification must include a listing of all sub-contractor quotes/bids amounts, with the company name, address, and the details of how/why they made their determinations for those sub-contractors that were selected and utilized for this Agreement.
- 5. The following replaces paragraph 8. Payment g. Final Payment Request, Attachment 1, Standard Terms and Conditions:
 - a. <u>Final Payment Request.</u> A final payment request must be submitted to the Department no later than forty five (45) days following the completion of the project or the expiration date of the Agreement to ensure the availability of funds for payment, which ever date comes first.
- 6. The following replaces paragraph 10, Status Reports, Attachment 1, Standard Terms and Conditions:
 - a. <u>Status Reports.</u> The Department may require the Grantee to submit the status report on Exhibit A, Progress Report Form, to the Department's Grant Manager, with every task completion, and submittal of deliverables. The Exhibit A, Progress Report Form, must include a description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and the percentage of the work that has been completed to date.
 - b. Quarterly Reports. The Grantee shall submit status reports quarterly on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and the percentage of the work that has been completed to date. Quarterly status reports are due no later than five (5) days following the

- completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review required reports submitted by Grantee within thirty (30) days.
- c. <u>Final Project Report.</u> The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Quarterly Report described above, only in instances where the next quarterly report falls after the project completion date.
- 7. Attachment 3, Grant Work Plan, 15. Performance Measures shall require that all deliverables and reports submitted to DEP will be Americans with Disabilities Act (ADA) also known as 508 Compliant, in all formats provided.
- 8. <u>Copyright, Patent and Trademark.</u> The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement.
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
 - 9. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation and settlement agreements.

DEPARTMENT OF ENVIRONMENTAL PROTECTION Progress Report Form

Exhibit A

DEP Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Grant Manage	er:	Telephone No.:	
Project Title:			
Reporting Period:	(MM/DD/YYYY -	Report Type: (Select or	nly one)
	MM/DD/YYYY)	Quarterly	
		Status Update	
Grant Work Plan: a summ accomplishments to goals for	ary of project accomplishment or the period; if goals were obletion of the task and an execution of the task that has been as as necessary to cover all add be followed: In the period: In the period of the task and an execution of the task and an	nents for the reporting per not met, provide reasons explanation for any anticipation completed to date. It is the Grant Work of the Grant Work of the grant was a grant requirements of DEP And the Grant was a grant requirements of DEP And the Grant was a grant requirements of DEP And the Grant was a grant requirements of DEP And the Grant was a grant requirements of DEP And the Grant was a grant requirements of DEP And the Grant was a grant requirements of DEP And the Grant was a grant requirements of DEP And the Grant was a grant requirements of DEP And the Grant was a grant requirements of DEP And the Grant was a grant requirement of DEP And	
Signature of Grantee's Gran	nt Manager		Date

EXHIBIT C PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.				
Payment Request No.			Request Date:	
Grantee's Grant Manager	Name:			
Grantee Name & Mailing Address for Payment:				
Task No(s).		Total Task Amo	ount(s) Requested:	
Performance Period - Date	Range:			
GRA	ANT EXPENDI	TURES SUMMA	ARY SECTION	
CATEGORY OF EXPENDITURE (As authorized)	BUDGETED AMOUNT	AMOUNT OF THIS REQUEST	PAYMENTS RECEIVED	REMAINING AMOUNT
Salaries/Wages				\$ -
Fringe Benefits				\$ -
Indirect Cost				\$ -
Contractual (Subcontractors)				\$ -
Fixed Price				\$ -
TOTALS	\$ -	\$ -	\$ -	\$ -
 The disbursement amount All costs included in the a completing the project; such Agreement. 	requested is for allowa	been satisfactorily perform	described in Attachmer rmed, received, and app	olied toward
3. The Grantee has paid such Grantee is not in default of a		=	cts relating directly to t	the project; and the
Grantee's Grant Manager's S	ignature		Grantee's Fiscal Agent	Signature
Print Name			Print Name	
Telenhone Number			Telephone Number	

DEPARTMENT OF ENVIRONMENTAL PROTECTION FLORIDA RESILIENT COASTLINES PROGRAM

INSTRUCTIONS FOR COMPLETING EXHIBIT C

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with R####. **PAYMENT REQUEST NO.:** This is the number of your payment request, not the quarter number.

REQUEST DATE: This is the date you are submitting the report to DEP.

GRANTEE'S GRANT MANAGER: This is the person identified as grant manager in the grant agreement.

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address to which you want the state warrant (payment) sent.

TASK NO.: Enter the number of the TASK for which you are requesting payment. NOTE: More than on task may be submitted for

payment request. However, Part II and Part III REQUIRE a separate table for each task requesting payment for.

TOTAL AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS CLAIM*" column.

PERFORMANCE PERIOD - Date Range: This is the beginning and ending date of the reporting period requesting reimbursement for. **NOTE:** This date can not be before the Grant Execution Date, nor after the Grant End Date.

GRANT EXPENDITURES SUMMARY SECTION:

Enter the total amount budgeted as approved in Attachment 3 in the "BUDGETED AMOUNT" line.

Enter the amount of this request as approved in Attachment 3 in the "AMOUNT OF THIS REQUEST" line.

Enter the total cumulative amount of this request and all previous payments on the "PAYMENTS RECEIVED" line.

The amount for the "REMAINING AMOUNT" line, will automatically calculate and populate.

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out for all listed tasks during the invoice period for which you are requesting reimbursement.

This must be by budget category as in the currently approved budget in Attachment 3 (Project Work Plan), or amendment of your grant Agreement.

Do not claim expenses in a budget category that does not have an approved budget.

Do not claim items that are not specifically identified in the current Budget section of Attachment 3.

NOTE: Shaded areas in tables are auto calculated, and are indicated with "\$ -".

GRANTEE CERTIFICATION: Must have the original signature of both the Grantee's Grant Manager and the Grantee's Fiscal Agent as identified in the grant agreement.

REQUIRED BACK-UP DOCUMENTATION FOR EACH TASK REQUESTING PAYMENT FOR:

Completed all parts of Exhibit C showing requested funds for payment - Parts II & III Not required for Fixed Price Agreements.

NOTE: Parts II & III have an example line entered in the table. You may delete this line of text out in copied tables for additional tasks

 $Completed\ Exhibit\ A\ (Progress\ Report)\ showing\ requested\ task\ to\ be\ 100\%\ completed,\ for\ requested\ funds.$

Copies of all invoices to the Grantee.

Proof of Payment (Copies of canceled checks, front and back, Bank Statement, or EFT verification) - **Not required for Fixed Price Agreements.**

If a sub-contractor was used for any work on the project, a copy of the signed agreement between the sub-contractor and Grantee must be submitted to DEP before payments will be processed.

Other supporting documentation, as needed.

CONTRACTUAL DETAIL

Complete one table per Task containing Contractual Reimbursement Requests

Add rows as needed for each table. Add tables as needed, if more than one task is included in this invoice.

Be sure to attach the executed agreement(s) between the Grantee and Sub-contractors (if not previously submitted).

Be sure to attach original invoices to the Grantee, and proof of payment documents.

Formulas are included in some of the spreadsheet cells, denoted with "\$ - ".

Task Num	ber:								
		(Contract	ual Serv	/ices				
Performance Period or Date Completed	Sub-contractor Name	Description of Good/Services Provided	Sub- contractor Invoice Number	Sub- contractor Invoice Date	Amount Paid (Total on the check paid)	Payment Method Used	Check # or CC Type (If applicable)	Proof of Payment Provided	Amount Claimed (Not to exceed task budgeted amount)
1/10/19 - 4/15/19	EXAMPLE - John Smith	Completed Shareholder Meeting 1 and reports	15846	05/01/19	\$ 15,000.00	Check	24589	Cancelled Check	\$ 2,500.00
							Contrac	ctual Total	\$ -

SALARY AND FRINGE DETAIL

Complete one table for each task containing Salary, Fringe, and Indirect Cost Reimbursement Requests.

Add rows as needed for each table. Add tables as needed, if more than one task is included in this invoice.

Be sure to attached timesheets showing hours worked for each task, with the employee name.

Be sure to attached a copy of employee's pay stubs as proof of payment showing employee name and date payment was made.

Formulas are included in some of the spreadsheet cells, denoted with "\$ - ".

Task Num	nber:									
				Sala	ry					
Position Title	Employee Name	Performance Period or Date Completed	Total Hours Worked	Hourly Wage	Total Amount Paid	Date Paid	Payment Type Used	Check # or CC Type (If applicable)	Proof of Payment Provided	Amount Claimed
Example	John Doe	1/12/19 - 3/10/19	84.00	\$ 25.00	\$ 3,500.00	3/30/2019	Check	24589	Cancelled Check	\$ 2,100.0
										\$
										\$
										\$
										\$
										\$
										\$
									TOTAL SALARY	/ \$
				Fring	ge					
Position Title	Employee Name	Performance Period or Date Completed	Fringe Rate (% of Salary)	Fringe	Total Amount Paid	Date Paid	Payment Type Used	Check # or CC Type (If applicable)	Proof of Payment Provided	Amount Claimed
Example	John Doe	1/12/19 - 3/10/19	15.00%	\$ 315.00	\$ 450.00	3/30/2019	Check	24589	Cancelled Check	\$ 315.0
C		0 0		\$ -		1/0/1900	0	0	0	\$
C		0		\$ -		1/0/1900	0	0	0	\$
C		0		\$ -		1/0/1900	0	0	0	\$
C		0		\$ -		1/0/1900	0	0	0	\$
C		0		\$ -		1/0/1900	0	0	0	\$
C		0		\$ -		1/0/1900	0	0	0	\$
									TOTAL FRINGE	\$
				Indire	ect					
Descripti	on of Indirect Costs	Performance Period or Dates Utilized	Indirect Rate (%) of Salary & Fringe			Elligible Amount	Amount Claimed			
EXAMPLE - Printin	g and postage	1/12/19 - 3/10/19	5.00%	\$ 120.75		\$ 120.75	\$ 120.75			
						\$ -	\$ -			
					TO	OTAL INDIRECT	· Ś -			

EXHIBIT F

DEP AGREEMENT NO.

Project Title

Grantee Name

Final Project Report



This report funded in part, through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Month & year

Final Project Report

Project Title

Executive Summary	
Methodology	
Outcome	

Further Recommendation	ons	

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INSTRUCTIONS FOR COMPLETING ATTACHMENT F FINAL PROJECT REPORT FORM

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with R###.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. One electronic copy shall be submitted to the Department's Grant Manager, for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this Agreement.

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Florida Department of Environmental Protection EXHIBIT G PHOTOGRAPHER RELEASE FORM

FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT No.

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name			
Address			
City	State	Zip	
Phone Number: () Email:			
License and Indemnification I certify that I am the owner of the photograph(s), vide submitted and am 18 years of age or older.	eo(s), audio r	ecording(s) and/or art work(s) be	ing
I hereby grant to the Florida Department of Environment right to distribute, publish and use the photograph(s), vide herewith ("the Work") to promote the Florida Department but are not limited to, promotion of the Florida Department limited to, through publications, websites, social mentate media and in commercial products. The Florida Department to use/not use any Work as deemed appropriate Protection. No Work will be returned once submitted.	eo(s), audio rent of Environi ment of Enviredia venues a partment of Envir	ecording(s) and art work(s) submitted mental Protection. Uses may include ronmental Protection, including, land advertisements and distributed nvironmental Protection reserves to	ted de, out to the
I hereby acknowledge that the Florida Department of Enwhatsoever for protecting the Work against third party intellectual property rights or other rights I may hold in any losses I may suffer as a result of any such infringe Work does not infringe the rights of any other individual	y infringemen such Work, a ment; and I h	nt of my copyright interest or other and in no way shall be responsible	her for
I hereby unconditionally release, hold harmless and in Protection, its employees, volunteers, and representative arising out of or in connection with the Florida Department This release and indemnification shall be binding upon assigns. I have read and understand the terms of this release	ves of and frent of Environ me, and my	rom all claims, liabilities and los nmental Protection's use of the Wo	ses rk.
Owner Signature:	Date	e:	
Photo/Video/Audio/Artwork Recording Filename(s):			
Location of photo/video/audio recording/artwork:			
Name of Person Accepting Work Submission:			



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Larry Wojciechowski, Finance Director

DATE: 8/5/2021

RE: Consideration of the Fiscal Year 2020 reimbursement to City's General Fund (\$616,004)

and Brevard County (\$289,085) for unexpended funds from the Bayfront Community

Redevelopment Agency.

Following the end of fiscal year (FY) 2020, the Bayfront CRA had a balance of \$905,089 in unexpended funds. Per the Interlocal Agreement between the Bayfront CRA, City and Brevard County, unexpended funds from the previous FY shall be reimbursed to the City General Fund and County according to the percentage of their respective annual contributions towards the Bayfront Redevelopment Trust Fund.

In FY 2020, the City and County contributed 68.06% and 31.94% percent, respectively. Given the percentage splits, the City will receive a reimbursement to the General Fund in the amount of \$616,004 and the County will receive \$289,085 for a total of \$905,089 in reimbursements.

REQUESTING DEPARTMENT:

Community & Economic Development, Finance

FISCAL IMPACT:

The Bayfront Redevelopment Trust Fund's fund balance will be reduced by \$905,089.

RECOMMENDATION:

Motion to authorize the reimbursement of \$616,004 to the General Fund of the City and \$289,085 to Brevard County.

ATTACHMENTS:

Description

BCRA Interlocal Agreement
BCRA Audited FY20 Balance Sheet

INTERLOCAL AGREEMENT BETWEEN CITY OF PALM BAY, BAYFRONT COMMUNITY REDEVELOPMENT AGENCY, AND BREVARD COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT entered into the 8th day of October, 2019, by and between the following Parties: the CITY OF PALM BAY, a Florida municipal corporation, (hereinafter "the CITY"), the BAYFRONT COMMUNITY REDEVELOPMENT AGENCY, (hereinafter "the Agency") a dependent Special District of the State of Florida, and BREVARD COUNTY, a political subdivision of the State of Florida, in its own name and in behalf of each County Taxing Authority, as defined in Section 2b., below), 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter collectively called "the COUNTY").

WITNESSETH:

WHEREAS, the CITY created the AGENCY pursuant to CITY Resolution 99-20 and approved its Community Redevelopment Plan after the COUNTY delegated its authority under Chapter 163, Part III, Florida Statutes, as set forth in COUNTY Resolution 99-11; and

WHEREAS, the CITY created a tax increment redevelopment trust fund (AGENCY tax increment fund) pursuant to section 163.387, Florida Statutes under CITY Ordinance 99-19; and

WHEREAS, the CITY and COUNTY have continuously paid their respective full AGENCY tax increment fund payments required by section 163.387(1), Florida Statutes, to the AGENCY since the first fiscal year of the AGENCY's operation; and

WHEREAS, the COUNTY is facing certain budget issues relating to road maintenance, construction and reconstruction due to county charter restrictions on ad valorem tax revenues and other factors; and

WHEREAS, the COUNTY has asked the CITY and the AGENCY to cooperate in a potential solution to the County budget concerns by negotiating an Interlocal agreement in order to work toward assisting with the COUNTY's goal of enhancing activities towards road maintenance, construction and reconstruction.

NOW, THEREFORE, the Parties mutually agree as follows:

- 1. <u>RECITATIONS</u>. The foregoing recitations are true and correct and by this reference incorporated herein.
 - **2. DEFINITIONS.** The terms below shall have the indicated meanings.
- a. "Increment" or "Tax Increment" shall have the same meaning as "increment" as set forth in section 163.387(1)(a), Florida Statutes.

1 | Page



- b. "County Taxing Authority" means Brevard County, through its Board of County Commissioners and any County established Municipal Services Taxing Unit (MSTU) or dependent special districts in behalf of which the County levies taxes or approves a budget to the extent such MSTU or dependent special district is required to contribute a tax increment to the Agency tax increment fund established by the City for the AGENCY in accordance with the requirements of section 163.387, Florida Statutes.
- **3.** AUTHORITY. This agreement is being entered into under the authority vested in the parties by section 163.387(3)(b), Florida Statutes and, pursuant to that authority, supersedes any provision or requirement set forth in section 163.387, Florida Statutes to the extent of any conflict with this agreement and that statutory provision.
- 4. **EXPIRATION OF AGENCY.** The AGENCY shall expire on May 4, 2024. The parties agree that the AGENCY, the CITY and COUNTY shall take such actions as may be required to terminate the AGENCY on the date of expiration, which actions shall include the amendment or repeal of any CITY or COUNTY resolutions or ordinances which delegated authority to the CITY to create an AGENCY and associated Trust Fund.
- **5.** TAX INCREMENT FUND CONTRIBUTIONS. In accordance with section 163.387(3)(b), Florida Statutes, notwithstanding any provision in section 163.387, Florida Statutes to the contrary, after May 4, 2024, the COUNTY shall no longer be required to contribute a tax increment of any amount to the AGENCY tax increment fund.

6. INDEBTEDNESS, AUTHORIZED EXPENDITURES, AND DISPOSITION OF ASSETS.

- a) The Parties agree that the AGENCY will not incur any new indebtedness pledging COUNTY tax increment funds as a source of repayment after the execution of this Agreement. The CITY agrees to assume, and to be fully liable for any indebtedness owed by the AGENCY after the AGENCY termination date, as provided in section 189.076(2), Florida Statutes.
- b) The Parties agree that the AGENCY may expend no more than \$330,218 on land acquisition for those properties identified in Exhibit "B"
 - i. Should the AGENCY acquire any of the properties listed in Exhibit "B," and if such properties are not disposed of prior to the expiration of the AGENCY, the PARTIES agree that any proceeds from a sale or other disposition of the property shall be allocated between the CITY and COUNTY according to the proportionality of the Tax Increment Fund Contributions for the Fiscal Year in which the land acquisition takes place.
- c) The Parties agree that the AGENCY shall cease all other expenditures, except those for which there is a contractual obligation or are otherwise required by law. This includes, but is not limited to, Operating Expenses, Personnel Services, and Capital Outlay.
- d) The Parties agree that any unspent tax increment funding revenue will be

- distributed at the end of each fiscal year back to the County and City, based upon the percentage of contributions by the CITY and COUNTY.
- e) The Parties intent is that at the end of Fiscal Year 2020, the AGENCY's only remaining obligations will be repayment of the 2006 Bond, the contractual obligations in the Northshore Development Agreement, and any other expenditures required by Statute or the Special Districts Office of the Florida Department of Economic Opportunity.
- f) The Parties agree that the AGENCY shall not make any amendments to existing agreements without County approval.
- ANNUAL AUDIT; REPORT; AND MEETING. Each year, the AGENCY shall prepare and submit to the COUNTY a report in the form set forth in Exhibit A, attached and incorporated by this reference. The AGENCY shall prepare and submit to the COUNTY an annual report of the AGENCY to include audited financial statements to the COUNTY, as required by section 163.387(8), Florida Statutes. The CITY and AGENCY agree to contractually require an independent auditor preparing the audit report to examine AGENCY expenditures and certify that all AGENCY tax increment fund revenues have been lawfully expended solely in compliance with and for community redevelopment purposes authorized by law, under the provisions of Chapter 163, Part III, Florida Statutes. The City Manager of the CITY or Chairperson of the Agency governing body shall annually meet with the County Commissioner in whose District the Agency is located to discuss the annual and audit reports. The CITY, AGENCY and COUNTY agree that, in accordance with its authority under section 125.01(x), Florida Statutes, at any time during the remaining term of this agreement the COUNTY shall have the right to require the AGENCY to retain an independent auditor to conduct a performance audit paid for by the COUNTY. At the discretion of the COUNTY, any performance audit of the AGENCY required by the COUNTY may include any or all of the matters specified in the definition of "performance audit" set forth in section 11.45(1)(j), Florida Statutes.
- 8. <u>LIMITATION ON ADMINISTRATIVE EXPENSES.</u> No provision of the Agreement shall be construed or interpreted as limiting or prohibiting the CITY from annually providing administrative services to the AGENCY, which are necessary the implementation of the AGENCY Community Redevelopment Plan adopted by the CITY and AGENCY. Additionally, each fiscal year, the AGENCY shall be permitted to reimburse the CITY for such annual administrative services. However, said reimbursement, payable from COUNTY tax increment fund payments shall not exceed \$20,000 in Fiscal Year 2020. Following fiscal year 2020, the CITY and AGENCY agree to further limit said reimbursement, other than as required by Statute or the Special Districts Office of the Florida Department of Economic Opportunity, to zero (0) dollars.
- **9.** EFFECT OF AGREEMENT. This agreement, including the exhibits and all documents and papers delivered pursuant hereto, and any written amendments hereto executed by the Parties to this agreement constitute the entire agreement between the Parties and supersedes all prior agreements and understandings, oral or written, to the extent that they are in conflict with this Agreement. This agreement may be amended only by written

agreement approved and executed with the same formalities as this Agreement by all Parties. Nothing in this Agreement shall be interpreted as modifying the authority of the Board of County Commissioners as outlined in Section 3(b) of Resolution 99-111.

- 10. <u>ATTORNEY'S FEES.</u> In the event any litigation arises out of this Agreement or under this Agreement, each party shall bear its own attorney's fees and costs.
- 11. NOTICES. All notices, requests, demands and other communications which are required or may be given under this agreement shall be in writing and, in the case of notice to the City or County Manager, by email. Notice shall be deemed to have been duly given if emailed and by personal delivery or deposit of the same in first class mail, postage prepaid by certified mail:

AS TO CITY: CITY OF PALM BAY City Manager 120 Malabar Road SE Palm Bay, FL 32907

AS TO AGENCY:
Bayfront Community
Redevelopment Agency
Agency Administrator
120 Malabar Road SE
Palm Bay, FL 32907

AS TO COUNTY:
County Manager
2725 Judge Fran Jamieson Way
Melbourne FL 32940
email address:
Frank.Abbate@brevardfl.gov

or to such other addresses such by notice in writing to any other Parties.

- 12. GOVERNING LAW. The validity, construction and enforcement of and the remedies under this agreement shall be governed in accordance with the laws of the State of Florida, and venue of any proceeding shall be Brevard County, Florida.
- 13. <u>SAVINGS CLAUSE</u>. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 14. EFFECTIVE DATE. This Agreement shall take effect on the date that it is executed by all Parties and recorded in the Official Records of Brevard County, Florida. Upon execution of this Agreement by both Parties, the COUNTY shall promptly record this Agreement in the Official Records of Brevard County, Florida, and return a recorded copy of this Agreement to the CITY's City Manager at the address listed in the Notice Section of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed on this the first date first above written.

CITY OF PALM BAY

William Capote, Mayor

Date: 12-10-19

BAYFRONT COMMUNITY REDEVELOPMENT

AGENCY

William Capote, Chairman

Terese base situate

Terese Jones, gify ele

BREVARD COUNTY

BOARD OF COUNTY COMMISSIONERS

By:

Kristine Isnardi, Chair

(as approved by the Board on

<u>Oct. 8, 2019)</u>

ATTEST:

Scott Ellis, Clerk

AGIRDIT

Community Redevelopment Agency Annual Report Template

- I. INTRODUCTION, MISSION AND OVERVIEW:
- II. BOARD MEMBERS AND STAFF:
- III. BOUNDARY LINES:
- IV. HISTORY
 - a. Creation Date:
 - b. Plan Amendment Dates:
 - c. Applicable Resolution(s) and Ordinances:
- V. PROJECTS OVERVIEW
- VI. Financial Reports
 - a. Balance Sheet
 - b. Statement of Revenues, Expenditures & Changes in Fund Balances
 - c. Summary of Projects, Grants and Debt
- VII. Performance Information
 - a. Total projects started, completed and estimate cost for each project
 - b. Number of jobs create and sector of the economy from which these jobs were created within the CRA

Community Redevelopment Agency Annual Report Template

- c. Number of jobs retained within the CRA
- d. Assessed property values when CRA was enacted vs. current assessed property values
- e. Total amount expended for affordable housing

VIII. Additional Annual Reporting Requirements

- a. Provide the Board of County Commissioners the CRA's proposed budget for the upcoming fiscal year, 60 days prior to the beginning of the fiscal year
- b. Provide the Board of County Commissioners any budget amendments to its operating budget within 10 days after the adoption by the CRA

Exhibit B

AUTHORIZED LAND ACQUSITIONS

- 1) Parcel ID 28-37-24-27-5-3: 1526 Water Dr NE Palm Bay FL 32905
- 2) Parcel ID 28-37-24-27-5-1: 1506 Water Dr NE Palm Bay FL 32905
- 3) Parcel ID: 28-37-24-25-2-1: No Address Assigned
- 4) Parcel ID: 28-37-24-25-2-7: 2949 Bay Blvd NE Palm Bay FL 32905
- 5) Parcel ID: 28-37-24-25-2-33: 2930 Kirkland Rd NE Palm Bay FL 32905
- 6) Parcel ID: 28-37-24-25-*-K: Address Not Assigned
- 7) Parcel ID: 28-37-13-52-A-1: 3105 Bay Blvd NE Palm Bay FL 32905

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SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL – BAYFRONT COMMUNITY REDEVELOPMENT AGENCY For Fiscal Year Ended September 30, 2020

		Budget	Acti	ual Amounts	Budg	iance with et - Positive legative)
REVENUES						
Taxes	\$	1,403,970	\$	1,403,970	\$:50
Investment Income		6,400		8,922		2,522
Miscellaneous Revenue		2		2,280		2,280
Total Revenues	-	1,410,370		1,415,172		4,802
EXPENDITURES						
Current:						
Economic Environment		471,090		344,605		126,485
Capital Outlay		413,950		7,205		406,745
Debt Service:						
Principal Retirement		393,391		390,000		3,391
Interest and Fiscal Charges		39,144		39,474		(330)
Total Expenditures	_	1,317,575		781,284		536,291
Excess (Deficiency) of Revenues						
Over (Under) Expenditures		92,795		633,888		541,093
OTHER FINANCING SOURCES						
Transfers In		1,016		1,016		•
Transfers Out		(566,525)		(566,525)		141
Total Other Financing	-					
Sources		(565,509)	_	(565,509)		
Net Change in Fund Balance	\$	(472,714)	\$	68,379	\$	541,093
Fund Balance - Beginning				836,710		
Fund Balance - Ending			\$	905,089		



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Joan Junkala-Brown, Deputy City Manager

DATE: 8/5/2021

RE: Consideration of an increase in the annual salary for the Information Technology Director.

The purpose of this memo is to request Council consideration for a pay increase for Information Technology (IT) Director Brian Robinson. Mr. Robinson holds a Master of Information Systems and has worked for the City's IT Department since July 2017. Mr. Robinson was selected through an interview process and appointed to the position of IT Director on August 5, 2019. In his two years in this position, Mr. Robinson has proven to be an effective and capable leader, successfully leading the IT team to tackle multiple projects, including establishing a disaster recovery site, multiple initiatives to improve the City's cybersecurity position, overseeing the implementation of Central Square's OneSolution for public safety, transition of fire dispatch into the City's communications center, overseeing the successful migration from Central Square's Click2Gov to InvoiceCloud providing a simple and secure bill and payment system for Utilities customers, and updating all administrative policies, among other accomplishments.

Mr. Robinson is currently the City's lowest paid director, with an annual salary of \$85,258, compared to all other directors being at \$105,000 or higher. Council consideration is requested to increase pay for the IT Director from \$85,258 to \$105,000, effective August 6, 2021.

REQUESTING DEPARTMENT:

City Manager's Office

FISCAL IMPACT:

This request would require a budget amendment to increase account 001-2310-519-1110 by \$118,452 for the remainder of the Fiscal Year 2021 (six (6) more pay periods) to be paid out of undesignated fund balance.

RECOMMENDATION:

Motion to authorize an increase in the annual salary for the Information Technology Director.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Greg Minor, Director of Parks and Facilities Department

DATE: 8/5/2021

RE: Consideration of appropriation of funds from the Undesignated Fund Balance for the

replacement of Shelter number 3 at Castaways Point Park (\$29,069).

On 12/8/20, Shelter #3 at Castaways Point Park failed a structural inspection performed by both Code Enforcement and Parks and Facilities. After acquiring the necessary permit, the Shelter was removed, and a replacement was requested in the current FY21 budget process.

Shelter #3 at Castaways Point Park provided residents and non-residents a place to rent for family reunions, birthday celebrations and picnics year-round. The shelter was originally erected in 2008. It was a steel structure that succumbed to the saltwater elements, thus causing the short lifespan of the shelter.

To rectify the loss The Parks and Facilities Department is requesting to replace the shelter with an improved wooden structure that is much less subject to the environmental factors that exist where the previous shelter was located. To fund this, the Parks and Facilities Department requests \$29,068.55 from the Undesignated Fund Balance via savings acquired from the eliminated Parks and Recreation Assistant Director position on May 7, 2021.

The cost breakdown for the Shelter replacement is as follows:

\$11,789 Pavilion Cost from RCP Shelters \$850 Building Permit and Review Fees

\$288 Soil Treatment

\$300 Fill Dirt

\$6,050 Concrete & Rebar

\$1,500 Complete Roofing and Sealant

\$1,500 Electrical and water

\$3,000 Landscaping and handicap parking upgrade

Sub-total \$25,277, plus a 15.00% contingency of \$3,791.55 for a total of \$29,068.55.

Labor will be in house.

REQUESTING DEPARTMENT:

Parks and Facilities

FISCAL IMPACT:

Funding of \$29,068.55 for the replacement of shelter #3 at Castaways Point Park appropriated to account #001-4026-572-4628 from Undesignated Fund Balance.

RECOMMENDATION:

Motion to approve the replacement of shelter #3 at Castaways Point Park.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Valentino Perez, Chief Building Official

DATE: 8/5/2021

RE: Consideration of travel and training for specified city employees (Building Department).

The Building Department is requesting council approval for Derek Bunt, Building Code Compliance Inspector to travel to Stuart, Florida on November 15 - November 19, 2021. Mr. Bunt will be attending Florida Association of Code Enforcement, Fundamentals of Code Enforcement course to obtain his Level 1 Code Compliance Certification. Mr. Bunt is required to obtain this certification within his first 12 months of employment. Mr. Bunt began his position on March 29, 2021. The cost of registration is \$550 and the per diem is estimated at \$286 for a total of \$836. Lodging is not needed, as Mr. Bunt will stay with family who live nearby.

Funds to cover these costs will be paid out of the Education Surcharge fund account #451-0000-155-1001.

REQUESTING DEPARTMENT:

Building Department

FISCAL IMPACT:

All travel is covered under the Education Surcharge Fund account# 451-0000-220-1024.

RECOMMENDATION:

Motion to approve training and travel for Mr. Bunt from Education Surcharge Fund account # 451-0000-220-1024.

ATTACHMENTS:

Description

Travel Request backup



Department Head

CITY OF PALM BAY, FLORIDA

Control #

Request Date: 7.9.21

3415

Travel Request/Advance Request

Contact/Ext Doreen

Name: Derek Bunt		Destination: Martin Coun	ty FL		
		Departure		Return	
Department/Division:	Building	Date of: 11/15/2021		11/19/2021	
Account To Be Charged:	451-0000-155-1001	Time of: 600		1700	
Account To Be Charged:		Estimated Cost: before m	ileage reimburs	sement	\$836.00
	nference, School or Other Reason) - A				
	ida Association of Code Enforce		amentals of	Code Enfo	rcement to
obtain his Level 1 Code C	Compliance Certifition required f	·	200		
		Date Approved By Counci			
Transportation: boldface	POV - Estimated Mileage		City Vehicle		
or circle choice(s)	Common Car	rier (complete below)			
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE U	ISE ONLY
Registration	900 SE Ruhnke St	Fundamentals of Code		Vendor#	Check #
	Stuart, FL 34996	Enforcement Certification			
Due Date 7.9.21				v	Date
Joy CC				N. L. I	
Hand Carry Y N			\$550.00		
Lodging	NA. Will be staying with Family			Vendor#	Check #
		Rate \$0.00			
Due Date				- 1124	Date
		# Nights0			
Hand Carry Y N			\$0.00		L-L-IIV
Common Carrier				Vendor#	Check #
(if applicable)					
Due Date				4 - 22	Date
				11 11	
Hand Carry Y N			\$0.00		01 1 11
Other Expenses				Vendor#	Check #
Due Dete					Dete
Due Date					Date
Hand Carry Y N			\$0.00	-0116	
Other Expenses			φ0.00	Vendor#	Check #
оптог Ехропова				VOIGOI II	OHOOK #
Due Date					Date
				- Fire 1	
Hand Carry Y N			\$0.00		7 . 7
	ANCE: Advanced or Upon Ret	urn (circle one)			N THE
Refer to w	ww.gsa.gov for rates - attach pro	oof of rate		Vendor#	Check #
(Lodging prepaid - receipt required)	-	14.3.17	
Breakfast 4	@ \$16.00 =	\$64.00		_ d n	Date
Lunch 5	@ \$17.00 =	\$85.00		3, 3	
Dinner 4	@ \$28.00 =	\$112.00	İ		100
Incidentals 5	@ \$5.00 =	\$25.00			
			\$286.00		
	TRAVE	L APPROVALS			
000	7-12 21				

1		
	Finance	Date
(if applic	cable)	
,	City Manager	Date

FLORIDA ASSOCIATION OF CODE ENFORCEMENT CERTIFICATION: FUNDAMENTALS OF CODE ENFORCEMENT

CLASSES: In conjunction with the Florida Association of Code Enforcement, Inc. (F.A.C.E.) and the John Scott Dailey Florida Institute of Government at the University of Central Florida, the John Scott Dailey Florida Institute of Government at FAU is pleased to offer the classes required for the Fundamentals of Code Enforcement Certification:

Nov 15	Legal Aspects	8:00 a.m. – 5:00 p.m.
Nov 16	Property Ownership	8:00 a.m. – 5:00 p.m.
Nov 17	Ethics Communication Skills	8:00 a.m noon 1:00 p.m 5:00 p.m.
Nov 18	Principles and Practices	8:00 a.m 5:00 p.m.
Nov 19	Principles and Practices Exam	8:00 a.m. – noon 1:00 p.m. – 3:00 p.m.

All classes will be held at the Martin County Building department located at 900 S.E. Ruhnke Street. Class size is limited and registration will be closed when capacity has been reached. The registration fee includes course materials. Participants will be on their own for lunch.

Certification courses offered through the Florida Institute of Government in partnership with the state of Florida University System will be allowed to be held in accord with the state of Florida and University COVID-19 guidelines and safety protocols. ALL CLASS ATTENDES WHO DO NOT FOLLOW COVID-19 GUIDELINES AND SAFETY PROTOCOLS WILL BE ASKED TO LEAVE THE TRAINING AND WILL NOT RECEIVE CEH's OR REFUNDS.

FEE STRUCTURE: Active F.A.C.E. members: \$550.00 Non-members: \$750.00

REGISTRATION INFORMATION: Due to the strong interest in the certification program and limitations on class size, registrations will be confirmed only if they are accompanied by payment. Refunds must be requested in writing and received no later than seven days prior to the first day of the classes. Fees will be refunded less a \$75.00 administrative fee. All monies are forfeited beyond this date. Non-attendance does not constitute a withdrawal or refund request. We reserve the right to cancel the classes; in that case, the registration fees will be refunded in full. A \$65.00 fee applies to all rescheduled classes.

Contact information: 561/297-3749 email sdean@fau.edu

EXAM:

The Fundamentals of Code Enforcement exam will be given on Friday, November 19 from 1:00 pm – 3:00 pm at the Martin County Building department. In order to be eligible for the exam, you must have completed all sections of the classroom instruction. The exam fee is \$100 for Active Members (\$135 if received after **November 4**), and \$150 for Non-Members (\$185 if received after **November 4**). Payment for the exam may be made by calling 407,882,3960 with valid card information (VISA, MASTERCARD, OR DISCOVER are accepted), or by mailing a check, payable to the University of Central Florida, to: The John Scott Dailey Florida Institute of Government, 12443 Research Pkwy., Suite 402, Orlando, FL 32826. Checks must bear a postmark no later than November 4 to avoid the late fee. Exam link is below:

https://iog.ucf.edu/CourseStatus.awp?&course=022-1119

Order Receipt

Thank you for your registration. For any questions regarding this registration, please call (561) 297-3749.

Order:

1360848

Store:

Florida Institute of Government

Date/Time:

July 9, 2021 10:49:53 AM EDT

Total:

\$550.00

Billed To:

Joy Barnett

120 Malabar Rd SE

Palm Bay, FL

32907

United States

Contact Email:

derek.bunt@palmbayflorida.org

Payment Information:

Payment Type:

Credit Card

Credit Card Number:

xxxxxxxxxxxx9251

Reference Number:

20210709000063

Card Type:

Visa

*** Card Not Present ***

Shipping Information: Shipping Information:

1330338

Delivery Method:

Item

N/A-Pickup (Processing)

11/15/21 - 11/19/21 - Fundamentals of

Stock Number nov21-fcem

Quantity 1

Unit Price \$550.00 **Detail Total** \$550.00

Code Enforcement - For Members

Organization: City of Palm Bay

First Name: Derek Last Name: Bunt

Title: Building Code Compliance Inspector Email: derek bunk@palmbayflorida.org

Phone Number: (321) 504-8690

Subtotal:

\$550.00

Tax:

\$0,00

Total:

\$550.00

Return Policy Agreement:

Requests for refunds must be submitted in writing and received no later than one week prior to the class. In those cases, the registration fee, less a \$30.00 administrative charge will be refunded. No requests for refunds will be honored after that date, but substitutions are allowed. Non- attendance does not constitute



FY 2021 Per Diem Rates for ZIP 34996

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Stuart	Martin	\$66	\$16	\$17	\$28	\$5	\$49.50

bing maps

Α	3385 Casi Dr, Titusville, FL 32796
R	900 SF Ruhnke St. Stuart, FL 34994

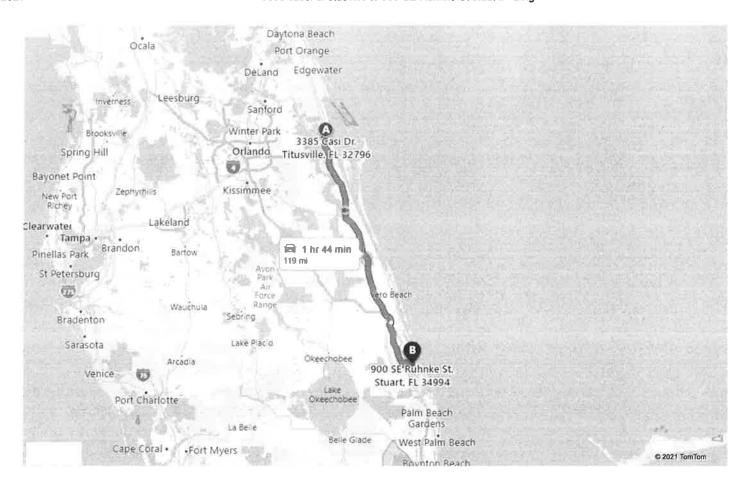
1 hr 44 min , 119 miles Light traffic Via I-95 S, FL-91 S · Toll on route

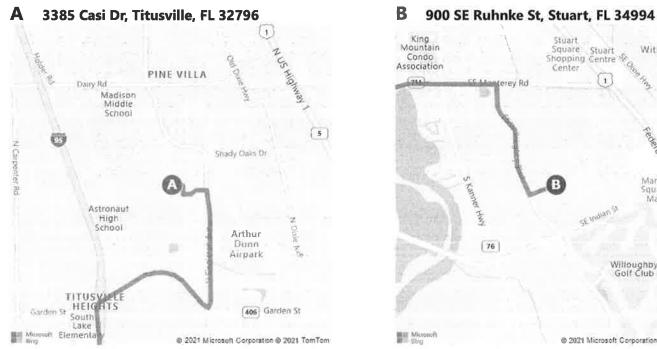
Α	3385	Casi	Dr.	Titusville,	FL	32796
_	2202	Casi	υ Ι,	iiiusviiie,		32130

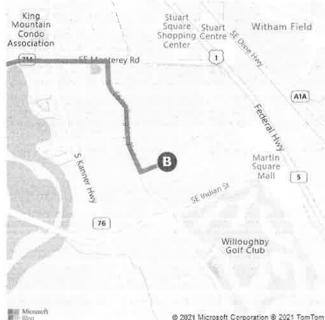
↑	1.	Head east on Casi Dr toward Greenbriar Ct	0.1 mi
4	2.	Turn left onto Greenbriar Ct	0.2 mi
₽	3.	Turn right onto N Singleton Ave	0.8 mi
L >	4.	Turn right onto FL-406 / Garden St	0.9 mi
5	5.	Bear left toward Miami / I-95 South	105 ft
0	6.	Take the ramp on the left for I-95 S ▲ Minor Congestion	90.9 mi, 1 hr 6 mir
r	7.	At Exit 129 , head right on the ramp for FL-70 West toward Okeechobee	0.4 mi
Þ	8.	Turn right onto FL-70 / Okeechobee Rd toward Okeechobee / FL-70 West ▲ Moderate Congestion	0.6 mi
4	9.	Turn left	69 ft
91)	10.	Take the ramp on the left for FL-91 S / Florida's Tpke S • Toll road • Toll road	19.0 mi, 17 min
1	11.	At Exit 133, head right on the ramp for SW Martin Downs Blvd toward Stuart • Toil road	0.7 mi

1	12.	Continue on FL-714 / SW Martin Downs Blvd Pass Chevron in 1.0 mi	3.9 mi
		• Toll road	
₽	13.	Turn right onto SE Willoughby Blvd	0.8 mi
4	14.	Turn left onto SE Ruhnke St	0.2 mi
		Arrive at SE Ruhnke St	
	15.	The last intersection before your destination is SE Willoughby Blvd	
		If you reach SE Astorwood PI, you've gone too far	

B 900 SE Ruhnke St, Stuart, FL 34994







These directions are subject to the Microsoft® Service Agreement and are for informational purposes only. No guarantee is made regarding their completeness or accuracy. Construction projects, traffic, or other events may cause actual conditions to differ from these results. Map and traffic data © 2021 TomTom.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Nelson Moya, Chief of Police

DATE: 8/5/2021

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

Accreditation Specialist Alyssa Bermudez will be traveling to St. Petersburg, FL August 15, 2021 – August 17, 2021, to attend the CFA Assessor's Training. This training focuses specifically on becoming a CFA Assessor for the Commission for Florida Law Enforcement Accreditation, Inc. This will allow Ms. Bermudez to be an Accreditation Assessor with the Florida Police Accreditation. The Registration Cost is estimated at zero, the Lodging Cost is estimated at \$248.00, and the per diem is estimated at \$120.00 with an approximate total of \$368.00. This will be paid out of the Executive Divisions Account (5010).

Community Resource Officer Ryan Austin and Community Resource Officer David Porter will be traveling to Orlando, FL August 22, 2021 – August 27, 2021, to attend the Basic Crime Prevention Through Environmental Design (CPTED) Training. This training course teaches a student the proper design and effective use of the physical environment to achieve more productive use of space and a reduction of crime. The Registration Cost is estimated at \$798.00, the Lodging Cost is estimated at \$495.00, the Parking Cost is estimated at \$180.00, and the per diem is estimated at \$660.00 with an approximate total of \$2133.00. This will be paid out of the Uniform Services Divisions Account (5012) and the Specialty Divisions Account (5016).

Detective Matthew Boggess and Detective Tyler Riesen will be traveling to Altamonte Springs, FL August 23, 2021 – August 27, 2021, to attend the Homicide Investigations Course. This training course and workshop focuses specifically on intervention, prevention, and suppression enforcement of gang activity. The Registration Cost is estimated at \$1,590.00, the Lodging Cost is estimated at \$356.00, and the per diem is estimated at \$468.00 with an approximate total of \$2,414.00. This will be paid out of the Investigations Divisions Account (5013).

Per Admin Code AC 1-33 "Travel for City Business Restriction", if travel arises unexpectedly and is required by the circumstances to be completed prior to the next regular meeting of the City Council, the travel shall be approved by the City Manager and then placed on the next regular City Council Meeting. Therefore, the Police Department sent the information to the City Manager on July 30, 2021 and we are now requesting acknowledgement and approval by Council for the following employee for travel:

Officer Joseph Hamilton will be traveling to Orlando, FL August 1, 2021 – August 6, 2021, to attend the Florida Gang Investigator's Associations (FGIA) Training Workshop and Gang Specialist Courses. This training course and workshop focuses specifically on intervention, prevention, and suppression enforcement of gang activity. Palm Bay Police Department received a Registration code for one FREE workshop training on <u>July 29</u>,

<u>2021</u>, because we had already registered three officers for the workshop, this is valued at \$375.00. The Registration Cost for the Basic Specialist Course is estimated at \$125.00, the Lodging Cost is estimated at ZERO, and the per diem is estimated at \$275.00 with an approximate total of \$400.00. This will be paid out of the Investigations Divisions Account (5013).

REQUESTING DEPARTMENT:

Police Department

FISCAL IMPACT:

The total cost of travel is estimated at \$5,315.00 and is available in 001-5010-521-4001 (\$368); 001-5012-521-4001 (\$915); 001-5013-521-4001 (\$1,099); 001-5013-512-5501 (\$1,715); 001-5016-512-5501 (\$798); 001-5016-521-4001 (\$420).

RECOMMENDATION:

Motion to acknowledge and approve travel as mentioned above.

ATTACHMENTS:

Description

Travel Authorization



CITY OF PALM BAY, FLORIDA

Control #_____Request Date:

Travel Request/Advance Request

Contact/Ext Tanya Seibert / 1465

A Perfect Place to Grow						
Name: Alyssa Bermude	Destination:	St Petersbur	g, FL			
V=3/			Departure	:	Return	
Department/Division:	POLICE/EXEC	Date of:	8/15/2021		8/17/2021	
		Time of:	4:00 PM		8:00 PM	
	101-5010-521-5501 \$	E-41	Socto C	laa== - ' '	None 2:=4	# 000 00
Account To Be Charged:	101-5010-521-4001 \$ 368.			neage reimburs	JUANIA	\$368.00
	ence, School or Other Reason) - ATTA					
To attend the CFA Assessor	Training in St. Petersburg, FL	ช/15/21 - 8	777/21			
		.		e.		
		Date Approve	ed By Council			
Transportation: boldface or	POV - Estimated Mileage			City Vehicle)	
circle choice(s)	Common Car	rier (complet	e below)			
				A140111	PILIANA	OF 01" "
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLAI	NATION	AMOUNT	FINANCE U	
Registration	Florida Police Accreditation				Vendor#	Check #
Duo Doto	Coalition, Inc	[Date
Due Date	PO Box 490560 Key Biscayne, FL 33149					Date
Hand Corne V 11	110y Discayine, FL 33149			\$0.00		
Hand Carry Y N	Staybridge Suites St Pete			φυ.υυ	Vendor#	Check #
Lodging	940 5th Ave South	Rate	\$124.00		, Undof #	SHOOK #
Due Date	St. Petersburg, FL 33705	1 1010	Ψ124.00			Date
Duo Date	727-821-0777	# Nights	2			_ 4.0
Hand Carry Y N	Conf # 4004383493			\$248.00		
Common Carrier				, , , , , ,	Vendor#	Check #
(if applicable)						
Due Date						Date
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Other Expenses					Vendor#	Check #
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Due Date]					Date
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Hand Carry Y N						
Other Expenses	*** Breakfast provided by hotel				Vendor#	Check #
Due Date	4					Date
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	<pre>/w.gsa.gov for rates - attach prod .odging prepaid - receipt required)</pre>	oi oi iate			vendor#	OHECK #
(L	.saging propaid Teoeipt required)					
Breakfast 0	@ \$14.00 =	\$0.00				Date
Lunch 2	<pre></pre>	\$32.00				
Dinner 3	@ \$26.00 =	\$78.00				
Incidentals 2	@ \$5.00 =	\$10.00		#400 C-		
	/ 1	I ADDDOM		\$120.00		
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il V W	1127121					
Department Head	Date		Finance			Date
peharment nego	Date		mance			
*	/if	applicable)				
	(II	~FFogoio)	City Manager			Date



Commission for Florida Law Enforcement Accreditation

THIS FORM MUST BE COMPLETED PRIOR TO ATTENDING ASSESSOR TRAINING

ASSESSOR APPLICATION

Thank you for your interest in becoming a CFA Assessor. To qualify to attend the training class and become an assessor, you must complete this application and meet the following criteria:

- Be from an agency that is CFA accredited or is actively pursuing CFA accredited status;
- Have three or more years of administrative or supervisory experience (civilian or certified);
- Complete and maintain CJIS Online Security training;
- Provide documentation of a successfully completed fingerprint based background check (if requested); and
- Have authorization from your agency's Chief Executive Officer.

Last Name BUMUACZ First Name Alyssa M.I. N
Rank/Job Title Accorditation Specialist
Phone (321) 952-3456 Cell Phone (321) 394-6040
Fax Email alyssa bermudez@ pbf1.01
Accreditation Manager N Total law enforcement experience: (years)
Is your agency Accredited 🕜 N
Agency Name Palm Buy Police Depl. Address 130 Malabay Rd
City Palm Bay zip 32901 # of Sworn Employees 166
I understand this commitment is voluntary. The host agency is responsible for providing lodging; per diem at the host agency's rate; mileage, if you use a personal vehicle for transportation; and a computer, if you do not have a laptop computer available to you. Your agency is responsible for your salary.
Signature Date 6/28/21
CEO/Approving Authority Date
Please include a brief resume that includes your assignments and responsibilities throughout your law

enforcement career.

Complete this application and send with your resume to:

flaccreditation@fdle.state.fl.us or

Commission for Florida Law Enforcement Accreditation, Inc.

P.O. Box 1489

Tallahassee, Florida 32302



Sign In / Join (//www.ihg.com/rewardsclub/us

Stay with Confidence. Read our latest Travel Advisory.

Select a Different Hotel

Best Price (/hotels/us/en/global/customer_care/bwc_lp?cm_sp=WPGL-HI-GLOBAL-EN-BPGGP-AIX-SAN-bpg)

Select a Room

Staybridge Suites: St. Petersburg Downtown

940 5th Ave South, St. Petersburg, Florida 33705

940 5th Ave South, St. Petersburg, FL, US

1 Room

■ Refine Results

Currency

Show prices with taxes and fees

Studio Suite 1 King Nonsmoking

FROM 12400 USD

SELECT ROOM

Studio Suite 2 Bed Nonsmoking Shower

FROM 12400 USD

SELECT ROOM

Standard Room

FROM 12400 USD

SELECT ROOM

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MORE DETAILS 🗸

MORE DETAILS 🗸

MORE DETAILS 🗸

Only 1 Room Left!

1 Bdrm Suite 1 King Nonsmoke

FROM 12400 USD

≥ 3 Å

SELECT ROOM

MORE DETAILS V

1 Bdrm Suite 2 Bed Nonsmoking

FROM 12400 USD

SELECT ROOM

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MORE DETAILS >

Rates reflect average nightly rate for one room. More information here

(https://creditcards.chase.com/a1/ihg/premierres125k50?CELL=6S5G&cm_sp=WEB-_-6C-_-US-_-EN-_-CC-_-CHASEPREMIER125K-50-_-RR-_-AI-_-GFKP-_-S5G&ihgid=MCMID|80672576898653389251240810947722533776)



Earn a \$50 Statement Credit

Plus 125,000 Bonus Points with the IHG® Rewards Club Premier Credit Card.

LEARN MORE (https://creditcards.chase.com/a1/ihg/premierres125k50?

CELL=6S5G&cm_sp=WEB-_-6C-_-US-_-EN-_-CC-_-CHASEPREMIER125K-50-_-RR-_-AI-_-

GFKP-_-S5G&ihgid=MCMID|80672576898653389251240810947722533776)



FY 2021 Per Diem Rates for ZIP 33705

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Tampa / St. Petersburg	Pinellas / Hillsborough	\$61	\$14	\$16	\$26	\$5	\$45.75



CITY OF PALM BAY, FLORIDA

Control #

Request Date:

Travel Request/Advance Request

ce Request Contact/Ext Tanya Seibert/1465

A Perfect Place to Graw								
Name: Ryan Austin		Destination: Attorney Ge	neral - Orlar	ido, FL				
				Return				
Department/Division:		Date of: 8/22/2021		8/27/2021				
	001-501-521-5501 4399	Time of: 2:00pm		7:30pm				
Account To Be Charged:		Estimated Cost: before rr	nileage reimbur	sement	\$1,314.00			
	nference, School or Other Reason) - A							
To attend Basic CPTED i	n Orlando FL 8/22/21 - 8/27/2	21						
		Date Approved By Counc	ilä					
Transportation: boldface	POV - Estimated Mileage		City Vehicle)				
or circle choice(s)	Common Cai	rrier (complete below)						
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE				
Registration	Florida Crime Prevention	Paid by Training		Vendor#	Check #			
	Training Institute				Data			
Due Date	PL-01, The Capitol Tallahassee, FL 32399		1		Date			
Hand Carry Y N	1850-414-3360		\$399.00					
Hand Carry Y N Lodging	Doubletree Hilton Seaworld	Paid by Training P card	\$399.00	Vendor#	Check #			
Louging	10100 International Dr	Rate \$99.00	1 1	VOIIGOI #	OHOOK II			
Due Date	Orlando, FL 32821	- + + + + + + + + + + + + + + + + + + +	1		Date			
K 	407-370-8608	# Nights 5						
Hand Carry Y N	Conf#		\$495.00					
Common Carrier				Vendor#	Check #			
(if applicable)								
Due Date]				Date			
Hand Carry Y N		040.00	\$0.00					
Other Expenses	Parking at Training Venue	\$18.00 per day X 4 days		Vendor #	Check #			
Due Dete			1		Date			
Due Date	1				Date			
Hand Carry Y N			\$90.00					
Other Expenses	There are NO meals covered		Ψ00.00	Vendor#	Check #			
o and any one of	by this school				*********			
Due Date	-				Date			
	1							
Hand Carry Y N			\$0.00					
	PER DIEM ADVANCE							
	ww.gsa.gov for rates - attach pro			Vendor#	Check #			
(Lodging prepaid - receipt required)						
Breakfast 5	@ \$16.00 =	\$80.00			Date			
Lunch 5	@ \$17.00 =	\$85.00	1 1		Jako			
Dinner 5	@ \$28.00 =	\$140.00						
Incidentals 5	@ \$5.00 =	\$25.00						
. 0			\$330.00					
TRAVEL APPROVALS								
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Department Head	Date	Finance			Date			
2 Sparanont rioda /	24.0	i manoc						
	(if	applicable)						
	`	City Manager	•		Date			



Office of the Attorney General Florida - Ashley Moody Florida Crime Prevention Training Institute

Course Details

Course Title:

Basic CPTED

Start Date:

08/23/2021

End Date:

08/27/2021

Course Time:

8:00 AM to 5:00 PM

Course Number:

157-21-03

City:

Orlando

Tuition:

\$399.00

Location & Lodging:

This course will be held at the Doubletree by Hilton Orlando at SeaWorld, at 10100 International Drive. Orlando, Fl, 32821. For reservations, click the link below, or call (407) 352-1100. The room rate is \$99.00 and reservations must be made by August 2, 2021. Group Code: Florida Crime Prevention Training

Institute - Basic CPTED

Reservation Link

Book your group rate for • Florida Crime Prevention Training Institute - Basic

CPTED

Course Description:

During the five-day (40-hour) Basic Crime Prevention Through Environmental Design (CPTED) course, participants focus on basic CPTED concepts of proper design and effective use of the physical environment to achieve a more productive use of space and a reduction in crime. Students learn architectural and planning terms and definitions, techniques used to analyze the potential for crime, how to identify relationships and conflicts that exist between crime and the environment, and the application of CPTED strategies in neighborhoods, schools and other sites. Emphasis is placed on documented case studies and specific CPTED applications in commercial, transportation, and public housing settings. Participants are instructed in how to read construction blueprints and schematic diagrams; how to communicate with planning, engineering, and construction personnel; and in making recommendations to city, county and state agencies. *This course is one of two courses necessary for the Florida Crime Prevention Through Environmental Design Practitioner designation.

*Course topics are subject to change. This course does not count towards any Victims Service Designation Renewal hours.

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Office of the Attorney General Florida - Ashley Moody Florida Crime Prevention Training Institute

Course Details

Course Number:

Course Title:

Basic CPTED

City:

Orlando

Tuition:

\$399.00

157-21-03

Start Date:

08/23/2021

End Date:

08/27/2021

Attendee Information:

Sworn Officer:

Job Title:

Officer

First Name:

Ryan

Middle Initial:

Last Name:

Austin

Date of Birth

August Month:

(321) 952-3456

Day:

10

Last 4 digits of SSN

0527

Phone #: Fax #:

Email:

ryan.austin@palmbayflorida.org

Individual or Agency / Organization Information

Agency/Organization: Palm Bay Police Department

Address1:

130 Malabar Road

City:

Palm Bay

Country:

United States of America

State:

Florida

County:

Brevard

Zip:

32907

Americans with Disabilities Act (ADA):

Special Accomodations:

Registration Completed By:

Same as attendee?

Person Name:

Jeff Spears

Email:

jeffery.spears@palmbayflorida.org

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FY 2021 Per Diem Rates for ZIP 32821

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Orlando	Orange	\$66	\$16	\$17	\$28	\$5	\$49.50



CITY OF PALM BAY, FLORIDA

Control #_____Request Date:

Date

Travel Request/Advance Request

Contact/Ext Tanya Seibert/1465

Palm Bay A Perfect Place to Grow			-				
Name: David Porter		Destination: Attorney General - Orlando, FL					
				Return			
Department/Division:	POLICE/USD J	Date of: 8/22/2021	· · · · · · · · · · · · · · · · · · ·	8/27/2021			
	001-5016-521-5501 399	Time of: 2:00pm		7:30pm			
Account To Be Charged:	001-5016-521-4001 \$420	Estimated Cost: before m	ileage reimburs	sement	\$819.00		
	nference, School or Other Reason) - A						
To attend Basic CPTED i	n Orlando FL 8/22/21 - 8/27/2	21					
		Date Approved By Counc	_~				
Transportation: boldface	POV - Estimated Mileage		City Vehicle	!			
or circle choice(s)	Common Car	rrier (complete below)					
		r		EINIANIOE I	10E 0111 1/		
PREPAID EXPENSES	VENDOR/ADDRESS Florida Crime Prevention	Paid by Training	AMOUNT	FINANCE L			
Registration	Training Institute	Paid by Training		Vendor#	Check #		
Due Date	PL-01, The Capitol				Date		
	Tallahassee, FL 32399				Date		
Hand Carry Y N	850-414-3360		\$399.00				
Lodging	Doubletree Hilton Seaworld	Paid by Training P card		Vendor#	Check #		
	10100 International Dr	Rate \$0.00					
Due Date	Orlando, FL 32821				Date		
	407-370-8608	# Nights 5					
Hand Carry Y N	Conf#		\$0.00				
Common Carrier				Vendor#	Check #		
(if applicable)					Dete		
Due Date					Date		
Hand Carry Y N			\$0.00				
Other Expenses	Parking at Training Venue	\$18.00 per day X 4 days	Ψ0.00	Vendor#	Check #		
Other Experiedo		, , , , , , , , , , , , , , , , , , , ,		Vondo, II	OHOOK II		
Due Date					Date		
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Hand Carry Y N			\$90.00				
Other Expenses	There are NO meals covered			Vendor#	Check #		
	by this school						
Due Date					Date		
Hand Carry Y N			\$0.00				
Hallu Cally 1 1	PER DIEM ADVANCE		φ0.00	-			
Refer to w	ww.gsa.gov for rates - attach pro	oof of rate		Vendor#	Check #		
	Lodging prepaid - receipt required						
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Breakfast 5	@ \$16.00 =	\$80.00			Date		
Lunch 5 Dinner 5	@ \$17.00 = @ \$28.00 =	\$85.00 \$140.00					
Incidentals 5	<pre></pre>	\$25.00					
		42 0.30	\$330.00				
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Department Head	Date '	Finance			Date		
	(if a	annlicahle)					

City Manager



Office of the Attorney General Florida - Ashley Moody Florida Crime Prevention Training Institute

Course Details

Course Title:

Basic CPTED

Start Date:

08/23/2021

End Date:

08/27/2021

Course Time:

8:00 AM to 5:00 PM

Course Number:

157-21-03

City:

Orlando

Tuition:

\$399.00

Location & Lodging:

This course will be held at the Doubletree by Hilton Orlando at SeaWorld, at 10100 International Drive. Orlando, Fl, 32821. For reservations, click the link below, or call (407) 352-1100. The room rate is \$99.00 and reservations must be made by August 2, 2021. Group Code: Florida Crime Prevention Training Institute - Basic CPTED

Reservation Link:

Book your group rate for • Florida Crime Prevention Training Institute - Basic

CPTED

Course Description:

During the five-day (40-hour) Basic Crime Prevention Through Environmental Design (CPTED) course, participants focus on basic CPTED concepts of proper design and effective use of the physical environment to achieve a more productive use of space and a reduction in crime, Students learn architectural and planning terms and definitions, techniques used to analyze the potential for crime, how to identify relationships and conflicts that exist between crime and the environment, and the application of CPTED strategies in neighborhoods, schools and other sites. Emphasis is placed on documented case studies and specific CPTED applications in commercial, transportation, and public housing settings. Participants are instructed in how to read construction blueprints and schematic diagrams; how to communicate with planning, engineering, and construction personnel; and in making recommendations to city, county and state agencies. *This course is one of two courses necessary for the Florida Crime Prevention Through Environmental Design Practitioner designation.

*Course topics are subject to change. This course does not count towards any Victims Service Designation Renewal hours.

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Office of the Attorney General Florida - Ashley Moody Florida Crime Prevention Training Institute

Course Details

Course Title:

Basic CPTED

City:

Orlando

Tuition:

\$399.00

Course Number:

157-21-03

Start Date:

08/23/2021

End Date:

08/27/2021

Attendee Information:

Sworn Officer:

Yes

Job Title:

Officer

First Name:

David

Middle Initial:

Last Name:

Porter

Date of Birth

Month: May

Day:

Last 4 digits of SSN:

9520

Phone #:

(321) 952-3456

Fax #:

Email:

david.porter@palmbayflorida.org

Individual or Agency / Organization Information

Agency/Organization: Palm Bay Police Department

Address1:

130 Malabar Road

City:

Palm Bay

Country:

United States of America

State:

Florida

County: Zip:

Brevard 32907

Americans with Disabilities Act (ADA):

Special Accomodations:

Registration Completed By:

Same as attendee?

Person Name:

Jeff Spears

Email:

jeffery.spears@palmbayflorida.org

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FY 2021 Per Diem Rates for ZIP 32821

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Orlando	Orange	\$66	\$16	\$17	\$28	\$5	\$49.50



CITY OF PALM BAY, FLORIDA

Control # Request Date:

TITOT TALM DATE LOTGER	Troquest Bute.
Travel Request/Advance Request	Contact/Ext Tanya Seibert/1465

Name: Matthew Bog	igess	Destination: IPTM -Altamonte Springs, FL					
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		5 A	Return			
Department/Division:	POLICE/INV	Date of: 8/23/2021		8/27/2021			
	001-5013-521-5501 795			7:00 PM			
Account To Be Charged:	001-5013-521-4001 4 590	Estimated Cost: before n	nileage reimbur	sement	\$1,385.00		
Purpose of Travel (Specify Co	onference, School or Other Reason) -	ATTACH ITINERARY					
To attend Homicide Inves	stigations at IPTM in Altamonte	e Springs, FL 8/23/21 - 8	3/27/21				
	O	, ,					
		Date Approved By Counc	il:				
T	POV - Estimated Mileage		City Vehicle)			
Transportation: boldface or circle choice(s)	· ·	arrier (complete below)	•				
	Common Ca	imer (complete below)					
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE			
Registration	IPTM	Paid by Training		Vendor#	Check #		
_	12000 Alumni Dr				ъ.		
Due Date	Jacksonville, FL 32224				Date		
Hand Count V N	904-620-4786		\$795.00				
Hand Carry Y N Lodging	Hilton Orlando/Altamonte	Sharing w/Riesen	\$133.00	Vendor#	Check #		
Louging	350 Northlake Blvd	Rate \$89.00	i I	V 011431 17	OTTOOK II		
Due Date	Altamonte Springs, FL 32701		1		Date		
19-	800-678-4380	# Nights 4					
Hand Carry Y N	Conf#	-	\$356.00				
Common Carrier				Vendor#	Check #		
(if applicable)							
Due Date	3				Date		
			40.00				
Hand Carry Y N			\$0.00	Vendor#	Check #		
Other Expenses	1			Vendor#	CHECK#		
Due Date					Date		
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Hand Carry Y N			\$0.00				
Other Expenses				Vendor#	Check #		
Due Date					Date		
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Refer to w	ww.gsa.gov for rates - attach p	roof of rate		Vendor#	Check #		
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Breakfast 4		\$52.00			Date		
Lunch 5	@ \$14.00 =	\$70.00					
Dinner 4 Incidentals 4	@ \$23.00 = @ \$5.00 =	\$92.00 \$20.00					
Incidentals 4		Ψ20.00	\$234.00				
	TRAV	EL APPROVALS	, ,,,,,,,				
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Department Head	Date	Finance			Date		
•							
	(if	applicable)					
		City Manage	r		Date		



Course Catalog > Criminal Investigations

Homicide Investigation

Whether you are the first responder or the lead investigator, this course will give you the knowledge and skills to thoroughly and professionally investigate any possible homicide situation.

We will show you the various types of homicides that you may encounter and common approaches to each. You will learn a systematic process for handling the crime scene, from the initial approach through scene documentation and evidence collection. And, you'll see how the latest technology and forensic sciences can assist you in your investigation.

Beyond the crime scene, you'll also learn about criminal profiling, interrogation techniques and how to handle the news media's involvement.

Topics Include

- · Death scene preservation
- Duties of the first officer on the scene
- Investigative procedures at the death scene
- · Team approach to death investigations
- Autoerotic death investigations
- · Causes and manner of death
- Time of death determination
- · Criminal personality profiling
- · Organized vs. disorganized crime scenes
- Death scene search techniques
- Handling the news media in death investigations
- Suicide investigations
- · Homicide interrogation techniques

Audience

Patrol officers, newly assigned and seasoned detectives, investigations supervisors, crime scene technicians, medical examiner and coroner investigators, military investigative personnel

Class is restricted to sworn law enforcement officers and those personnel assigned directly to law enforcement agencies.

Course Length

40 hours

Note(s)

For Florida Officers, this course will not qualify for Salary Incentive Credit for FDLE course "Injury and Death Investigation."

Related Courses

- Advanced Homicide Investigation
- View All Criminial Investigation Courses

What Our Students Are Saying

- "Presenters have a wealth of knowledge and present it in a way that is captivating. They inspire confidence." Det. F.R.
- "Being able to actually see the photographs of the scenes and having the instructors walk us through each scene provided me with a better understanding of what actually occurred." – P.N.
- "Course was well designed and included case examples. Learned methods that can be practically applied immediately." J.I.
- "From all my years in law enforcement thus far I rate this class as my best class taken." – Inv. E.T.
- "Studying different homicide incidents exposed me to additional scenes that I had not experienced." – Det. L.W.
- "This course has you think outside of the box and was more in-depth than any related course I've taken." Inv. B.G.
- "This is probably the best outside training I have ever received since employed. If
 I could go through it again in about six months I would. Great class with great
 instructors. I leave here with more than I came with. Thank you." Master
 Trooper/Det. T.R.

Homicide Investigation

4/26/2021 - 4/30/2021

Phoenix Arizona

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

Fee: \$795.00

Location Information: Arizona DPS Public Service Center

Room TBD, 2222 West Encanto Blvd. Phoenix, AZ 85009

Instructor(s):

Class is full. Click "Add to wait list" button below.

Homicide Investigation

6/14/2021 - 6/18/2021

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):

Homicide Investigation

8/23/2021 - 8/27/2021

Altamonte Springs Florida

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

Fee: \$795.00

Location Information: Hilton Orlando/Altamonte Springs

Room TBD, 350 Northlake Boulevard Altamonte Springs, FL 32701

Instructor(s):

Homicide Investigation

11/29/2021 - 12/3/2021

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):

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

A minimum number of registrations must be received for an in-person class to run as scheduled. When the minimum criterion has been met, written confirmation will be emailed to you. Please do not travel or make airline reservations until you receive written notification confirming that the course will run as scheduled.

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 (904) 620-4786 (904) 620-2453 FAX info@iptm.org

Training Location

Hilton Orlando

350 Northlake Boulevard Altamonte Springs, Florida 32701 Phone: (800) 678-4380

Location Information

COVID-19 Precautions

Under CDC guidelines, students will be required to maintain appropriate social distancing while attending this training and must plan to bring a mask for use inside the training facility.

Dress Code

Business Casual

Weapons Policy

Students may carry their weapons on site.

Nearest Airport

Orlando International Airport

Lodging Information

Hilton Orlando/Altamonte Springs

350 Northlake Boulevard Altamonte Springs, FL 32701

Rates:

Nov. 1-Dec. 31, 2020: \$89
Jan. 1-March 31, 2021: \$96
April 1-Dec. 31, 2021: \$89

Reservations:

Please call (800) 678-4380, Monday-Friday, 9 a.m. to 5 p.m., and reference the IPTM (course name) room block. Reservations must be made 14 days prior to the start date to receive this rate.

If you have any difficulty making reservations, please Ms. Randi Grisham at (407) 262-4520.

Training Location Map



FY 2021 Per Diem Rates for ZIP 32701

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

about:blank 4/9/2021

Homicde Investigations					IPTM - Hilton Orlando/Altamonte Springs				
8/23/21-8/27/21	1 HR 30 I	MIN							
8/23/21 @0600	08/27/21	l @ 1830			Altamonte Springs, FL 32701				
					800-678-4380				
Person 1									
Per Diem					4/1-12/31/2021 \$89.00 per night	В	1	D	
В	13	4	52		8/23	3		1	1
L	14	5	70		8/24	ļ	1	1	1
D	23	4	92		8/25	;	1	1	1
1	5	4	20		8/26	j	1	1	1
				234	8/27	,	1	1	
								0	0
Lodging	89	4		356					
							4	5	4
Registration				795					
Person 2									
Per Diem									
В	13	4	52						
L	14	5	70						
D	23	4	92						
1	5	4	20						
				234					
Lodging	0	5		0					
Registration				795					

1 person 2 person 1385 2058

Totals:



CITY OF PALM BAY, FLORIDA

Control # _____

Travel Request/Advance Request

Contact/Ext Tanya Seibert/1465

Name:	Tyler Riesen		Destination:	IPTM -Altam	onte Spring	s, FL				
						Return				
Department/Di	ivision:	POLICE/INV	Øate of:	8/23/2021		8/27/2021	s			
		001-5013-521-5501 795	Time of:	6:00 AM		7:00 PM				
Account To Be	e Charged:	001-5013-521-4001 5334	Estimated	Cost: before m	ileage reimbur	sement	\$1,029.00			
•	Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY									
To attend Homicide Investigations at IPTM in Altamonte Springs, FL 8/23/21 - 8/27/21										
<u> </u>			Date Approv	ed By Counci	l;					
Transportation	on: holdfaca	POV - Estimated Mileage			City Vehicle)				
or circle choic		Common Ca	rrier (comple	te below)						
			- ` 							
	EXPENSES	VENDOR/ADDRESS		NATION	AMOUNT	FINANCE U				
Registration		IPTM	Paid by Train	iing		Vendor#	Check #			
Dua Data		12000 Alumni Dr					Date			
Due Date		Jacksonville, FL 32224 904-620-4786					Date			
Hand Carry	Y N	904-020-4780			\$795.00					
Lodging	1	Hilton Orlando/Altamonte	Sharing w/B	loggess	Ψ700.00	Vendor#	Check #			
Louging		350 Northlake Blvd	Rate	\$0.00						
Due Date		Altamonte Springs, FL 32701					Date			
2		800-678-4380	# Nights	4						
Hand Carry	Y N	Conf#			\$0.00					
Common Car	rier					Vendor#	Check #			
(if applicable))									
Due Date							Date			
					# 0.00					
Hand Carry	Y N				\$0.00	Vondor#	Chook #			
Other Expens	ses					Vendor#	Check #			
Due Date							Date			
Due Date		1					Date			
Hand Carry	Y N				\$0.00					
Other Expens						Vendor#	Check #			
,										
Due Date			1				Date			
Hand Carry	Y N				\$0,00					
	D - f 1	PER DIEM ADVANCE				Mandau #	Chast #			
		ww.gsa.gov for rates - attach pr Lodging prepaid - receipt required				Vendor#	Check #			
	(Loughing prepaid - receipt required	'')							
Breakfast	4	@ \$13.00 =	\$52.00				Date			
Lunch	5	<pre></pre>	\$70.00							
Dinner	4	@ \$23.00 =	\$92.00							
Incidentals	4	@ \$5.00 =	\$20.00		¢224 00					
		TDAV	L APPROVA	1 8	\$234.00					
A 6	- 1	/ /	L APPRUVA	LJ						
W. D	\mathcal{M}	6/22/21								
Department H	lead	Date		Finance			Date			
_ oparimont i	· · · · · · · · · · · · · · · · · · ·	2410					=:==			
		(if	applicable)							
		(/	City Manager			Date			



Course Catalog > Criminal Investigations

Homicide Investigation

Whether you are the first responder or the lead investigator, this course will give you the knowledge and skills to thoroughly and professionally investigate any possible homicide situation.

We will show you the various types of homicides that you may encounter and common approaches to each. You will learn a systematic process for handling the crime scene, from the initial approach through scene documentation and evidence collection. And, you'll see how the latest technology and forensic sciences can assist you in your investigation.

Beyond the crime scene, you'll also learn about criminal profiling, interrogation techniques and how to handle the news media's involvement.

Topics Include

- Death scene preservation
- Duties of the first officer on the scene
- Investigative procedures at the death scene
- · Team approach to death investigations
- · Autoerotic death investigations
- Causes and manner of death
- Time of death determination
- Criminal personality profiling
- Organized vs. disorganized crime scenes
- Death scene search techniques
- · Handling the news media in death investigations
- Suicide investigations
- Homicide interrogation techniques

Audience

Patrol officers, newly assigned and seasoned detectives, investigations supervisors, crime scene technicians, medical examiner and coroner investigators, military investigative personnel

Class is restricted to sworn law enforcement officers and those personnel assigned directly to law enforcement agencies.

Course Length

40 hours

Note(s)

For Florida Officers, this course will not qualify for Salary Incentive Credit for FDLE course "Injury and Death Investigation."

Related Courses

- Advanced Homicide Investigation
- View All Criminial Investigation Courses

What Our Students Are Saying

- "Presenters have a wealth of knowledge and present it in a way that is captivating. They inspire confidence." Det. F.R.
- "Being able to actually see the photographs of the scenes and having the instructors walk us through each scene provided me with a better understanding of what actually occurred." – P.N.
- "Course was well designed and included case examples. Learned methods that can be practically applied immediately." J.I.
- "From all my years in law enforcement thus far I rate this class as my best class taken." – Inv. E.T.
- "Studying different homicide incidents exposed me to additional scenes that I had not experienced." – Det. L.W.
- "This course has you think outside of the box and was more in-depth than any related course I've taken." Inv. B.G.
- "This is probably the best outside training I have ever received since employed. If
 I could go through it again in about six months I would. Great class with great
 instructors. I leave here with more than I came with. Thank you." Master
 Trooper/Det. T.R.

Homicide Investigation

4/26/2021 - 4/30/2021

Phoenix Arizona

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

Fee: \$795.00

Location Information: Arizona DPS Public Service Center

Room TBD, 2222 West Encanto Blvd. Phoenix, AZ 85009

Instructor(s):

Class is full. Click "Add to wait list" button below.

Homicide Investigation

6/14/2021 - 6/18/2021

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):

Homicide Investigation

8/23/2021 - 8/27/2021

Altamonte Springs Florida

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

Fee: \$795.00

Location Information: Hilton Orlando/Altamonte Springs

Room TBD, 350 Northlake Boulevard Altamonte Springs, FL 32701

Instructor(s):

Homicide Investigation

11/29/2021 - 12/3/2021

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):

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

A minimum number of registrations must be received for an in-person class to run as scheduled. When the minimum criterion has been met, written confirmation will be emailed to you. Please do not travel or make airline reservations until you receive written notification confirming that the course will run as scheduled.

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 (904) 620-4786 (904) 620-2453 FAX info@iptm.org

Training Location

Hilton Orlando

350 Northlake Boulevard Altamonte Springs, Florida 32701 Phone: (800) 678-4380

Location Information

COVID-19 Precautions

Under CDC guidelines, students will be required to maintain appropriate social distancing while attending this training and must plan to bring a mask for use inside the training facility.

Dress Code

Business Casual

Weapons Policy

Students may carry their weapons on site.

Nearest Airport

Orlando International Airport

Lodging Information

Hilton Orlando/Altamonte Springs

350 Northlake Boulevard Altamonte Springs, FL 32701

Rates:

Nov. 1-Dec. 31, 2020: \$89
Jan. 1-March 31, 2021: \$96
April 1-Dec. 31, 2021: \$89

Reservations:

Please call (800) 678-4380, Monday-Friday, 9 a.m. to 5 p.m., and reference the IPTM (course name) room block. Reservations must be made 14 days prior to the start date to receive this rate.

If you have any difficulty making reservations, please Ms. Randi Grisham at (407) 262-4520.

Training Location Map



FY 2021 Per Diem Rates for ZIP 32701

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

about:blank 4/9/2021



CITY OF PALM BAY, FLORIDA

Control # _____Request Date:

Travel Request/Advance Request

Contact/Ext 1465 - Tanya Seibert

Name:	Joseph Ham	ilton	Destination:	Orlando, FL			
				Departure		Return	
Department/	Division:	POLICE/INVESTIGATIONS	Date of:	8/1/2021	=	8/6/2021	
	***	001-5013-521-5501-\$	Time of:	2:00 PM	-	8:00 PM	M.S.
Account To I	Be Charged:	001-5013-521-4001-\$		Cost: before m	ileage reimburs		\$400.00
~		onference, School or Other Reason) -	ATTACH ITINER	RARY			
•	the 2020 Ann	ual FGIA Training Workshop a	and the FGI/			Course in C	Orlando, FL
		POV - Estimated Mileage			City Vehicle		
Transporta or circle cho	tion: boldface ice(s)	Common Ca	rrier (comple	te below)	Oity Vollidio		
PREPAID	EXPENSES	VENDOR/ADDRESS	EXPLA	NATION	AMOUNT	FINANCE	JSE ONLY
Registration		FGIA	Will be Paid by	y Training		Vendor#	Check #
Due Date		2220 CR 210 West, STE 108 Suite 108, PMB 329 St. Johns, FL 32359	FREE Seat W 125.00 Basic C course	/orkshop & Gang Specialist			Date
Hand Carry	Y N	850-606-3438			\$125.00		
Lodging		Omni Orlando Championsgate	Paid by Tra	ining		Vendor#	Check #
		1500 Masters Blvd	Rate	\$129.00			
Due Date		Championsgate, FL 33896		•			Date
		407-390-6664	# Nights	0			
Hand Carry	Y N	Conf #	Sharing a ro	om w/Bucklin	\$0.00		
Common Ca	arrier					Vendor#	Check #
(if applicable	e)						
Due Date							Date
Hand Carry	Y N				\$0.00		
Other Exper	nses					Vendor#	Check #
Due Date	-	<u> </u>					Date
Hand Carry	Y N				\$0.00		
Other Exper	nses					Vendor#	Check #
Due Date		-					Date
Hand Carry	Y N				\$0.00		
		PER DIEM ADVANCE					01
		ww.gsa.gov for rates - attach pr				Vendor#	Check #
		(Lodging prepaid - receipt required	1)				
Breakfast	5	@ \$13.00 =	\$65.00				Date
Lunch	5	<pre></pre>	\$70.00				Date
Dinner	5	@ \$23.00 =	\$115.00				
Incidentals		② \$5.00 =	\$25.00				
			Ţ v		\$275.00		
1	. 14	(TRAVI	L APPROVA	LS			HI.
V	M	7 30 21					
Department	Head \	Date		Finance			Date
	1	(if	applicable)				
				City Manager			Date

Tanya McBrien

From:

Leslie Rabon <rabonl@leoncountyfl.gov>

Sent:

Thursday, July 29, 2021 4:05 PM

To:

Tanya McBrien

Subject:

FREE FGIA Workshop seat available

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.

Registration

• Buy Three Get One Free - Conference

(Registration code required)

The code is 2021FGIA

2021 F.G.I.A. TRAING WORKSHOP Omni-Championsgate (407) 390-6664 | 1500 Masters Blvd | ChampionsGate, FL 33896 AUGUST 3-6, 2021

The Florida Gang Investigator's Association (FGIA) was formed in 1993, by criminal justice professionals, FGIA provides a professional organization for all those within the criminal justice system who share a common goal of intervening, preventing and enforcing suppression against criminal gang activity. This mission will be carried out through enhanced inter-agency intelligence exchange, legislative activism, citizen awareness, innovative anti-gang awareness operational tactics and by providing professional education and training.

THE VENUE

The 27th annual training is being held at the Omni Resort at ChampionsGate, Florida, August 2, 2021, through August 6, 2021. This year's Workshop will provide the most professional atmosphere for maximum exposure to current gang trends and gang-related activity from around the state, and country. Omni Resort at ChampionsGate is a Four Diamond resort and one of the nation's premier golf, meeting and leisure destinations. In addition to world-class golf, the resort offers a signature full-service spa, sparkling pools, and a lazy river, making it the perfect getaway hotel for adults and children alike. With easy access to area attractions like Walt Disney World® Resort, Universal Studios, and SeaWorld, enjoy all that Orlando has to offer. Conference seats and certification courses are limited. The waitlist will be enabled. Registration limits will be strictly enforced.

TENTATIVE TRAINING TOPICS

Tentative training topics include- United Blood, Human Trafficking, OMG Investigations, Officer Wellness, Gang Validation, MS-13, Unforgiven Prison Gang, Latin Kings, Gangster Disciples/Folk Nation, Black Hebrew Israelite, Hezbollah

Additional training topics forthcoming.

*****Training topics subject to change. *******

KEYNOTE SPEAKER



JASON SCHECHTERLE

Growing up, Jason had one dream – to serve as a Phoenix Police Officer. Inspired by his brother and the tragic loss of a local law enforcement hero, Jason worked persistently towards his dream. After serving four years in the Air Force, at the age of 26, Jason achieved his goal to work on the streets of Phoenix as a rookie police officer. Then, only 14 months into what was supposed to be a life-long career, Jason's life took an unexpected, dramatic and, at the time, tragic turn.

LODGING AND ASSOCIATED FEES

Standard Room

\$129/night

- Resort Fee is Waived Self Parking is Waived for Overnight Guest
- Daily Drivers Self Parking \$14.00 (Please include in your training request for your agency)

There are no complimentary meals provided by the hotel or the association. Beverages and light refreshments may be provided during the training. The hotel deadline is July 09, 2021, - the hotel will not guarantee this rate after this date. A dedicated website is now available for your attendees to book their hotel rooms online. All reservations must be guaranteed with a valid major credit card. Reservations can be made starting February 15, 2021, at this web address:

https://www.omnihotels.com/hotels/orlando-championsgate/meetings/florida-gang-investigators-association-07302021

REGISTRATION FEES

The Training registration fees are: Gang Specialist Course -August 2, 2021

Basic, Intermediate or Advanced

\$125/person

Workshop-August 3-6, 2021 (Pre-Registration Required)

Member

\$350/person

Non-Member

\$375/person

Onsite Registration is not available To register online click here.

You may register online or complete the attached registration form and mail it in. FGIA will offer one (1) complimentary conference registration for every three (3) workshop registrations per agency. This does not apply to Specialist Courses. To receive the workshop registration gift bags, attendees must be registered by June 15, 2021. Workshop registration gift bags apply to workshop attendees ONLY. Specialist Course attendees, solely, are not eligible for these items.

PAYMENTS AND CANCELLATIONS

FGIA accepts cash, check credit card, s and

purchase orders. All payments should be made payable to the Florida Gang Investigators Association and remitted to FGIA - Conference Registration 2220 CR 210 West, Suite 108, PMB 329, Saint Johns, FL 32359. Cancellations must be submitted in writing to membership@fgia.com by July 30, 2021, to receive a full refund. All cancellations are subject to a \$25.00 cancellation fee. Refunds after this date will be determined on a case-bycase basis. Substitutions may be made at any time. In the event of a substitution, please email membership@fgia.com. Please include the registrant's name you are canceling and the new registrant's full name and agency email address.

QUESTIONS

Questions concerning registration, cancellations or substitutions should be directed via email to membership@fgia.org.

For general questions or questions concerning W9's, billing, payments, and refunds, please contact Leslie Rabon at leslie@fgia.com or 850-606-3438. For all email correspondence, please include 2021 FGIA Conference in the subject line.





F G I A Florida Gang Investigators Association 2021Gang Workshop Registration



Please complete the registration form below and email to membership@fgia.org or register online at www.fgia.org. To receive the workshop registration gift bags, attendees must be registered by **June 15, 2021**. Workshop registration gift bags apply to workshop attendees ONLY. Specialist Course attendees, solely, are not eligible for these items.

NAME AND AGENCY INFORMATION	
Title/Rank:	
First Name:	
Last Name:	
Agency:	
Unit:	
CONTACT INFORMATION Agency Email	
Phone:	
Mailing Address:	
City:	
State:	
Zip Code:	
Shirt Size:	

REGISTRATION TYPE

The Training registration fees are: Gang Specialist Course -August 2, 2021

\$125/person Basic, Intermediate, or Advanced

Workshop-August 3-6, 2021 (Pre-Registration Required) Member \$350/person

Non-Member \$375/person

Onsite Registration is not available

This includes specialist courses and workshops. For every three (3) workshop registrations per agency, FGIA will offer one (1) free conference registration. This does not apply to Specialist Courses. Conference registrations received after June 15, 2021, will not receive conference registration gift bags.



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



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Larry Wojciechowski, Finance Director

DATE: 8/5/2021

RE: Acknowledgement of Budget Monitoring Report for Fiscal Year 2021 Quarter 3 (unaudited).

Attached for your information is the quarterly Budget Monitoring Report, covering Fiscal Year 2021 revenue and expenditure periods between April 1, 2021 and June 30, 2021. The report presents a comparison and analysis of the City's current fiscal year budget and actual activity for the General Fund and All Funds (in total) including revenues and expenditures by category type and/or department level. Revenue and spending activity are monitored on a monthly basis and reported in aggregate quarterly each fiscal year.

In summary, revenues and expenditures for FY 2021 Quarter 3 for the General Fund and All Funds (in total) are as follows:

General Fund revenues collected, ending June 2021, total \$63,020,449, or 81.4% of the amended budget. A total balance of \$14,409,208, or 18.6% of the amended budget, in unrealized revenue is pending collection.

General Fund expenditures expensed and/or encumbered, ending June 2021, total \$58,967,796, or 71.4% of the amended budget. A total balance of \$23,610,397, or 28.6% of the amended budget, is recorded across all category types.

All Funds (in total) revenues collected, ending June 2021, total \$245,134,540, or 79.0% of the amended budget. A total balance of \$65,020,907, or 21.0% of the amended budget, is pending collection.

All Funds (in total) expenditures expensed and/or encumbered, ending June 2021, total \$220,485,878, or 54.2% of the amended budget. A total balance of \$186,593,465, or 45.8% of the amended budget, is recorded across all category types.

REQUESTING DEPARTMENT:

Finance

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to acknowledge receipt of the FY 2021 Quarter 3 Budget Monitoring Report.

ATTACHMENTS:

Description

FY 2021 - Quarter 3 - Quarterly Budget Monitoring Report



Report Summary

The City of Palm Bay, Florida's (the "City") Quarterly Budget Monitoring Report presents a comparison and analysis of the City's current fiscal year budget and actual activity for the General Fund and All Funds (in total) including revenues and expenditures by category type and/or department level.

Revenue and spending activity are monitored on a monthly basis and reported in aggregate quarterly each fiscal year.

Quarterly Budget Monitoring Report timeframes are as follows:

- Quarter One: October through December
- Quarter Two: January through March
- Quarter Three: April through June
- Quarter Four: July through September

Data Analysis

- Year-to-Date Actuals include actuals and encumbrances within the expenditure analysis side.
- > Balances reflect year-to-date actuals versus the amended budget.
- Percentages collected & spent are reflected versus the type and/or departmental amended budget.

This report contains unaudited information. If you have any questions or comments on the financial reports, please contact the City of Palm Bay's Budget Office at budget @palmbayflorida.org

City Website: http://www.palmbayflorida.org/ Finance Website: www.palmbayflorida.org/finance

Quarterly Amended Budget Highlights

- The City's third Budget Amendment was approved by City Council on July 15, 2021 via Ordinance 2021-46. A total of 38 departmental requests, covering fund appropriation needs between April 1, 2021 and June 30, 2021, were included with a total city-wide all funds net impact of \$1,103,956.
- A total of 30 Budget Transfers were processed between April 1, 2021 and June 30, 2021 transferring existing budgeted funds between divisional general ledger accounts.

General Fund Overview

Revenues by Type

- ➤ Ending June 2021, a total revenue of \$63,020,449, or 81.4% of the amended budget, has been collected. A total balance of \$14,409,208, or 18.6% of the amended budget, in unrealized revenue is pending collection.
- Property tax revenue attributes to the largest collection across all revenue types; a total of \$35,609,052, or 46.0%, of the total amended budget has been collected.

	FY 21 Approved Budget	FY 21 Amended Budget	FY 21 Year-to-Date Actuals	FY 21 Balance	FY 21 % Collected
Property Taxes	35,353,784	35,353,784	35,609,052	255,268	100.7%
Sales, Use & Fuel Tax	3,620,907	3,842,728	2,457,544	(1,385,184)	64.0%
Franchise Fees	5,936,200	5,936,200	3,159,420	(2,776,780)	53.2%
Utility Taxes	8,920,500	8,920,500	5,613,488	(3,307,012)	62.9%
Comm. Svc. Tax	2,454,678	2,454,678	1,490,388	(964,290)	60.7%
Licenses & Permits	652,480	652,480	611,113	(41,367)	93.7%
Intergovernmental	10,187,665	11,764,965	7,653,900	(4,111,065)	65.1%
Charges for Services	5,072,376	5,075,376	4,180,032	(895,344)	82.4%
Fines & Forfeitures	437,600	437,600	385,817	(51,783)	88.2%
Miscellaneous	905,000	1,206,817	512,692	(694,125)	42.5%
Capital Contributions	0	0	0	0	N/A
Transfers	1,750,106	1,784,529	1,347,003	(437,526)	75.5%
Totals	75,291,296	77,429,657	63,020,449	(14,409,208)	81.4%
Fund Balance	0	5,148,536	0	0	N/A

Expenditures by Category Type

- ➤ Ending June 2021, a total of \$58,967,796, or 71.4% of the amended budget, has been expensed and/or encumbered. A total balance of \$23,610,397, or 28.6% of the amended budget, is recorded across all category types.
- Personnel attributes to the largest expense across all category types. While \$38,567,186, or 70.2% of the amended personnel services budget of \$54,907,544 has been expensed, costs account for 46.7% of the total amended budget of \$82,578,193.

	FY 21 Approved Budget	FY 21 Amended Budget	FY 21 Year-to-Date Actuals	FY 21 Balance	FY 21 % Spent
Personnel Services	53,878,473	54,907,544	38,567,186	16,340,358	70.2%
Operating Expenditures	13,703,159	15,620,969	11,592,691	4,028,278	74.2%
Capital Expenditures	0	2,508,148	1,213,211	1,294,937	48.4%
Debt Service	0	970	970	0	100.0%
Contributions	0	0	0	0	N/A
Transfers	7,709,664	9,540,562	7,593,738	1,946,824	79.6%
Totals	75,291,296	82,578,193	58,967,796	23,610,397	71.4%

Expenditures by Department

➤ Ending June 2021, transfers accounted for the largest spending of the departmental amended budgets. A total of \$7,593,738, or 61.879.6%, of the departmental amended budget of \$9,540,562 has been expensed and/or encumbered.

	FY 21 Approved Budget	FY 21 Amended Budget	FY 21 Year-to-Date Actuals	FY 21 Balance	FY 21 % Spent
Legislative	916,805	974,359	616,348	358,011	63.3%
Office of City Manager	570,438	570,497	355,283	215,214	62.3%
Office of City Attorney	521,826	521,928	223,887	298,041	42.9%
Procurement	663,096	663,138	441,466	221,672	66.6%
Finance	1,737,836	1,743,697	1,191,041	552,656	68.3%
Information Technology	2,879,650	3,477,937	2,562,718	915,219	73.7%
Human Resources	621,530	617,124	433,127	183,997	70.2%
Growth Management	1,671,358	1,803,134	1,226,962	576,172	68.0%
Comm. & Econ. Dev.	1,315,074	1,313,014	851,665	461,349	64.9%
Parks & Recreation	4,566,295	6,126,324	4,027,675	2,098,649	65.7%
Facilities	2,463,350	2,736,532	2,157,724	578,808	78.8%
Police	22,811,528	23,373,874	15,862,444	7,511,430	67.9%
Fire	15,843,425	16,502,289	12,264,581	4,237,708	74.3%
Public Works	6,107,735	7,465,268	5,253,795	2,211,473	70.4%
Transfers	7,709,664	9,540,562	7,593,738	1,946,824	79.6%
Non-Departmental ¹	4,891,686	5,148,516	3,905,342	1,243,174	75.9%
Totals	75,291,296	82,578,193	58,967,796	23,610,397	71.4%

¹ Non-departmental accounts contain expenditure items essential to the operation of the City; however, they don't fall within a function assigned or provide expenditures related to more than one department.

All Funds Overview

The All Funds Overview presented below contains all citywide funds as outlined:

- Governmental Funds: General Fund, Debt Service Funds, Special Revenue Funds and Capital Project Funds.
- Proprietary Funds: Enterprise Funds and Non-Major Enterprise Funds.
- Internal Service Funds

Revenues by Type

- ➤ Ending June 2021, a total revenue of \$245,134,540, or 79.0% of the amended budget, has been collected. A total balance of \$65,020,907, or 21.0% of the amended budget, is pending collection.
- Capital contributions attribute to the largest collection across all revenue types; a total of \$70,570,027, or 22.8% of the total amended budget has been collected.

	FY 21 Approved Budget	FY 21 Amended Budget	FY 21 Year-to-Date Actuals	FY 21 Balance	FY 21 % Collected
Property Taxes	40,285,504	40,343,534	40,630,195	286,661	100.7%
Sales, Use & Fuel Tax	3,620,907	3,842,728	2,457,544	(1,385,184)	64.0%
Franchise Fees	5,936,200	5,936,200	3,159,420	(2,776,780)	53.2%
Utility Taxes	8,920,500	8,920,500	5,613,488	(3,307,012)	62.9%
Comm. Svc. Tax	2,454,678	2,454,678	1,490,388	(964,290)	60.7%
Licenses & Permits	4,552,480	4,552,480	5,098,326	545,846	112.0%
Impact Fees	5,425,000	5,425,000	12,593,665	7,168,665	232.1%
Intergovernmental	13,773,805	26,322,349	20,813,053	(5,509,296)	79.1%
Charges for Services	84,869,933	84,872,933	61,321,569	(23,551,364)	72.3%
Fines & Forfeitures	437,600	437,600	393,927	(43,673)	90.0%
Miscellaneous	3,184,514	3,736,482	2,095,514	(1,640,968)	56.1%
Capital Contributions	25,041,947	98,771,263	70,570,027	(28,201,236)	71.4%
Transfers	21,516,146	24,539,700	18,897,424	(5,642,276)	77.0%
Totals	220,019,214	310,155,447	245,134,540	(65,020,907)	79.0%
Fund Balance	3,445,398	96,923,896	0	0	N/A

Expenditures by Category Type

- ➤ Ending June 2021, a total of \$220,485,878, or 54.2% of the amended budget, has been expensed and/or encumbered. A total balance of \$186,593,465, or 45.8% of the amended budget, is recorded across all category types.
- ➤ Capital expenditures attribute to the largest expense across all category types. While \$83,000,598, or 58.2%, of the amended capital budget of \$142,624,834 has been expensed, costs account for 20.4% of the total amended budget of \$407,079,343.

	FY 21 Approved Budget	FY 21 Amended Budget	FY 21 Year-to-Date Actuals	FY 21 Balance	FY 21 % Spent
Personnel Services	75,054,056	76,253,046	52,036,945	24,216,101	68.2%
Operating Expenditures	61,491,428	66,483,695	49,888,572	16,595,123	75.0%
Capital Expenditures	33,349,246	142,624,834	83,000,598	59,624,236	58.2%
Debt Service	18,812,779	24,761,998	16,198,821	8,563,177	65.4%
Contributions	0	43,550	461,695	(418,145)	1,060.1%
Transfers	21,516,145	24,211,649	18,897,425	5,314,224	78.1%
Reserves	13,240,958	72,700,571	1,822	72,698,749	0.0%
Totals	223,464,612	407,079,343	220,485,878	186,593,465	54.2%

Expenditures by Department

➤ Ending June 2021, the Growth Management Department accounts for the largest spending of their departmental amended budget. A total of \$1,933,415, or 84.9%, of the department's amended budget of \$2,276,183 has been expensed and/or encumbered.

	FY 21 Approved Budget	FY 21 Amended Budget	FY 21 Year-to-Date Actuals	FY 21 Balance	FY 21 % Spent
Legislative	916,805	974,359	616,348	358,011	63.3%
Office of City Manager	570,438	570,497	355,283	215,214	62.3%
Office of City Attorney	5,184,749	5,192,391	3,068,885	2,123,506	59.1%
Procurement	663,096	663,138	441,466	221,672	66.6%
Finance	1,737,836	1,789,949	1,236,345	553,604	69.1%
Information Technology	2,879,650	3,477,937	2,562,718	915,219	73.7%
Human Resources	18,600,977	18,596,571	12,931,941	5,664,630	69.5%
Building ¹	0	4,761,425	3,006,383	1,755,042	63.1%
Growth Management	5,492,039	2,276,183	1,933,415	342,768	84.9%
Comm. & Econ. Dev.	1,315,074	5,804,105	2,389,783	3,414,322	41.2%
Parks & Recreation	4,566,295	9,843,689	4,181,472	5,662,217	42.5%
Facilities	2,463,350	2,736,532	2,157,724	578,808	78.8%
Police	22,811,528	24,022,007	16,222,236	7,799,771	67.5%
Fire	15,843,425	17,064,236	12,476,108	4,588,128	73.1%
Public Works	33,507,857	94,138,407	52,909,864	41,228,543	56.2%
Utilities	47,932,949	87,829,190	64,991,763	22,837,427	74.0%
Other Gov't Units/BCRA	486,976	486,963	3,284	483,679	0.7%
Debt Service	18,812,779	24,761,998	16,198,821	8,563,177	65.4%
Transfers	21,516,145	24,211,649	18,897,425	5,314,224	78.1%
Non-Departmental ²	4,921,686	5,177,546	3,904,614	1,272,932	75.4%
Reserves	13,240,958	72,700,571	0	72,700,571	0.0%
Totals	223,464,612	407,079,343	220,485,878	186,593,465	54.2%

¹ Building Department created on October 1, 2020 via Ordinance 2020-63 & Ordinance 2020-64.

² Non-departmental accounts contain expenditure items essential to the operation of the City; however, they don't fall within a function assigned or provide expenditures related to more than one department.

All Funds Revenue & Expenditure Activity

The following pages provide an activity summary, including revenues and expenditures, for all Funds.

	BUDGET REVENUES			EADEVID	EVDENDITUDES	
	BUDGET	REVENUES		EXPENDITURES		
General Fund	FY 21 Amended Budget	FY 21 Year-to-Date Actuals	FY 21 % Collected	FY 21 Year-to-Date Actuals + Encumbered	FY 21 % Spent	
001 – General	82,578,193	63,020,449	76.3%	58,967,796	71.4%	
Special Revenue Funds						
101 – Law Enforcement Trust	108,134	9,231	8.5%	97,737	90.4%	
103 – PB Municipal Found.	30,000	266	0.9%	242	0.8%	
105 – Code Nuisance	239,000	245,535	102.7%	218,117	91.3%	
111 – SHIP	741,433	69,868	9.4%	540,582	72.9%	
112 – CDBG	803,521	577,163	71.8%	702,832	87.5%	
114 – HOME	189,248	108,808	57.5%	73,232	38.7%	
123 – NSP Program	7,072	125,276	1771.4%	4,096	57.9%	
124 – Coronavirus Relief	458,609	225,515	49.2%	349,970	76.3%	
126 – CDBG - Corona Virus	0	0	N/A	308,546	N/A	
127 – Voluntary Home Buyout	2,736,719	0	0.0%	0	0.0%	
128 – American Rescue Plan	0	9,005,448	N/A	0	0.0%	
131 – Donations	6,680	14,737	220.6%	6,793	101.7%	
161 – Environmental Fee	72,000	124,306	172.6%	0	0.0%	
181 – BCRA Operating	1,471,801	1,468,729	99.8%	429,043	29.2%	
Impact Fee Funds						
180 – Police - 32905	25,000	120,050	480.2%	58	0.2%	
183 – Police - 32907	82,541	145,787	176.6%	32,937	39.9%	
184 – Police - 32908	92,541	182,542	197.3%	33,010	35.7%	
186 – Police - 32909	270,164	326,039	120.7%	131,579	48.7%	
187 – Fire - 32905	86,651	189,528	218.7%	644	0.7%	
188 – Fire - 32907	69,094	227,139	328.7%	723	1.0%	
189 – Fire - 32908	240,800	284,430	118.1%	462	0.2%	
190 – Fire - 32909	504,252	507,380	100.6%	208,431	41.3%	
191 – Parks - 32905	347,838	343,475	98.7%	15,527	4.5%	
192 – Parks - 32907	1,027,698	466,958	45.4%	125,692	12.2%	
193 – Parks - 32908	625,637	599,695	95.9%	891	0.1%	
194 – Parks - 32909	507,000	1,058,742	208.8%	1,820	0.4%	
196 – Transportation - 32905	112,500	1,039,309	923.8%	1,162	1.0%	
197 – Transportation - 32907	1,082,787	1,593,311	147.1%	84,388	7.8%	
198 – Transportation - 32908	703,000	1,996,323	284.0%	1,814	0.3%	
199 – Transportation - 32909	2,509,696	3,531,507	140.7%	998,547	39.8%	

	BUDGET REVENUES		EXPENDITURES		
Debt Service Funds	FY 21 Amended Budget	FY 21 Year-to-Date Actuals	FY 21 % Collected	FY 21 Year-to-Date Actuals + Encumbered	FY 21 % Spent
201 – L/P Agreements	519,995	275,224	52.9%	275,224	52.9%
214 – 2004 Pension Bonds	175,000	131,291	75.0%	155,000	88.6%
219 – 2010 PST Bonds	803,542	0	0.0%	803,542	100.0%
221 – 2013 Pension Bonds	1,488,160	1,113,585	74.8%	810,404	54.5%
222 – 2014 LOGT Ref. Note	628,173	0	0.0%	628,173	100.0%
223 – 2015 Franchise Fee Note	533,595	397,916	74.6%	526,320	98.6%
224 – 2015 Sales Tax Bond	831,980	620,156	74.5%	816,315	98.1%
225 – 2015 Sales Tax Bond - TIF	231,752	227,909	98.3%	224,814	97.0%
226 – 2016 Franchise Fee Note	333,746	248,876	74.6%	316,287	94.8%
227 – 2018 LOGT Note	778,784	768,325	98.7%	760,128	97.6%
228 – 2019 G.O. Bonds	3,541,750	3,560,272	100.5%	3,527,750	99.6%
229 – 2019 T.S.O. Bonds	2,211,085	1,657,653	75.0%	1,882,778	85.2%
230 – 2020 Rev. Refund Note	4,632,303	4,550,361	98.2%	4,343,329	93.8%
230 – 2020 Nev. Neturia Note	4,032,303	4,550,501	90.270	4,545,529	93.076
Capital Project Funds					
301 – Capital Improvement	8,177,277	2,261,559	27.7%	1,931,985	23.6%
306 – I-95 Interchange	197,644	4	0.0%	197,657	100.0%
307 – Road Maintenance CIP	1,520,147	752,916	49.5%	31,796	2.1%
308 – Connector to I-95	466,749	462	0.1%	313,283	67.1%
309 – 2019 G.O. Road Bond	50,455,631	34,129	0.1%	21,615,445	42.8%
310 – 2020 G.O. Road Bond	56,437,163	56,458,633	100.0%	334,451	0.8%
Proprietary Funds – Utilities					
421 – Utility Operating	44,366,874	26,515,417	59.8%	26,765,982	60.3%
423 – Utility Connection Fee	4,982,885	6,533,925	131.1%	2,824,393	56.7%
424 – Utility Renewal/Replace.	14,121,156	4,450,575	31.5%	6,566,156	46.5%
425 – Main Line Extension	2,871,056	1,352,729	47.1%	1,235,497	43.0%
426 – 2016 Utility Rev. Ref. Bond	1,537,860	1,148,602	74.7%	93,005	6.0%
427 – 2001 Utility Bond Constr.	1,961,420	1,437,767	73.3%	0	0.0%
431 – USA-1 Assessment	541,472	221,577	40.9%	537,032	99.2%
432 – Unit 31 Assessment	360,475	392,927	109.0%	22,038	6.1%
433 – Utility SRF Loan	31,972,953	549,059	1.7%	26,452,654	82.7%
434 – 2020 Utility Constr. Bond	12,269,221	562,752	4.6%	11,260,974	91.8%
Proprietary Funds – Other					
451 – Building	5,477,486	4,973,396	90.8%	3,088,002	56.4%
461 – Stormwater Utility	12,142,329	6,207,691	51.1%	6,242,531	51.4%
471 – Solid Waste	12,174,876	8,662,036	71.1%	11,924,751	97.9%

	BUDGET	REVENUES		EXPENDITURES	
Internal Service Funds	FY 21 Amended Budget	FY 21 Year-to-Date Actuals	FY 21 % Collected	FY 21 Year-to-Date Actuals + Encumbered	FY 21 % Spent
511 – Employee Benefits	14,109,466	10,399,492	73.7%	9,538,707	67.6%
512 – Risk Management	4,706,870	3,738,106	79.4%	2,844,998	60.4%
513 – Other Employee Benefits	4,606,643	3,429,553	74.4%	3,034,071	65.9%
521 – Fleet Services	7,182,216	3,892,119	54.2%	5,223,735	72.7%



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 8/5/2021

RE: Ordinance 2021-49, amending the Code of Ordinances, Chapter 61, Suspension and/or

Removal of City Boardmember, by including provisions for attendance by boardmembers,

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.

There has been an increase of City boardmembers arriving late to scheduled board meetings. In some cases, boardmembers have arrived just before the meeting is adjourned or boardmembers have arrived late and left the meeting early. Since there is no provision to address tardiness, even if a boardmember misses the majority of the meeting, it does not count against their attendance.

After conferring with the City Attorney, language was drafted to amend Section 61.07 of the Code to include that members must attend at least fifty percent (50%) of each meeting in order to be counted as present.

REQUESTING DEPARTMENT:

Legislative

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to approve the ordinance amending the Code of Ordinances, Chapter 61, Suspension and/or Removal of City Boardmember, by including provisions for attendance by boardmembers.

ATTACHMENTS:

Description

Ordinance 2021-49

ORDINANCE 2021-49

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE V, LEGISLATIVE, CHAPTER 61, SUSPENSION AND/OR REMOVAL OF CITY BOARDMEMBER, BY INCLUDING PROVISIONS FOR ATTENDANCE BY BOARDMEMBERS; 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 AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title V, Legislative, Chapter 61, Suspension and/or Removal of City Boardmember, Section 61.07, Absences, is hereby amended and shall henceforth read as follows:

Section 61.07 >>ATTENDANCE AND<< ABSENCES.

>>(A) Members must attend at least fifty percent (50%) of each meeting in order to be counted present.<<

>>(B)<< Members who fail to attend three (3) consecutive regular meetings or a total of five (5) meetings of any type within a twelve (12) month period shall automatically forfeit their appointments. The chairperson or staff liaison shall notify the Office of the City Clerk of any vacancy, at which time the process to fill the vacancy shall be implemented."

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.

City of Palm Bay, Florida Ordinance 2021-49 Page 2 of 2

ALP

CC:

SECTION 4. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Palm Bay that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

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

Read in title only at Meeting 2021-	, held	d on	, 2021; and
read in title only and duly enacted at Meeting	2021-	, held on	, 2021.
ATTEST:			Robert Medina, MAYOR
Terese M. Jones, CITY CLERK			
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: Terese Jones, City Clerk

DATE: 8/5/2021

RE: Ordinance 2021-50, amending the Code of Ordinances, Chapter 50, Elections, by updating

provisions contained therein, final reading.

At the last Council meeting, City Council approved Ordinance 2021-50 with the following amendments regarding vacancies:

Language that will remain as set forth under Chapter 50:

- Staff would proceed with a Special Election once the Council seat is officially vacated; and
- Council shall appoint an individual to fill a vacancy when there is one year or less remaining in the term.

Language that has been amended/included:

- A special election shall be scheduled to be held no sooner than seventy-five (75) days or more than one hundred eighty (180) days following the date of the vacancy; and
- Whenever a vacancy occurs on City Council and a Special Election is scheduled to be held, the remaining members shall choose a successor to serve until a newly elected councilmember is qualified.

Should Council approve the proposed ordinance with the appointment for the vacancy until the Special Election, it is suggested that interested individuals complete a Residency of Candidate Affidavit and a Candidate Biographical Data sheet.

A special Council meeting will be scheduled prior to the August 19th regular meeting. Interested individuals will be ranked in the same manner used for appointments to advisory boards and must meet the qualifications for council members pursuant to Section 5.02 of the City Charter. The appointed member would serve until the Special Election which date will be coordinated with the Supervisor of Elections.

REQUESTING DEPARTMENT:

City Manager's Office, City Attorney's Office, Legislative

FISCAL IMPACT:

The estimated cost for the special election is \$254,000. Funding will be budgeted in FY 2022, account 001-1110-511 49-02.

RECOMMENDATION:

Motion to adopt the ordinance as presented.

ATTACHMENTS:

Description

Ordinance 2021-50

ORDINANCE 2021-50

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE V, LEGISLATIVE, CHAPTER 50, ELECTIONS, BY REMOVING LANGUAGE PREEMPTED BY THE FLORIDA ELECTION CODE OR CITY CHARTER; AND UPDATING PROVISIONS CONTAINED THEREIN; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title V, Legislative, Chapter 50, Elections, is hereby amended and shall henceforth read as follows:

General Provisions

* * *

§ 50.04 ELECTION DATE.

- (A) Regular municipal elections shall be held on the first Tuesday after the first Monday in November. >> The election date is set by the Florida Constitution and Section 100.031, Florida Statutes. <<
 - (B) There shall be no municipal primary elections held in the city.

§ 50.05 CHIEF ELECTIONS OFFICER.

The City Clerk is designated as the Chief Elections Officer of the city and shall see that all municipal elections are conducted in a proper and legal manner >>pursuant to law<<. The City Clerk may delegate any or all of the responsibilities for administering the election to the supervisor of elections, when deemed appropriate by the City Clerk.

* * *

§ 50.07 REGULAR MUNICIPAL ELECTION AND NOTICES.

(A) The City Clerk shall publish in a newspaper of general circulation in the city a notice of the election. If there is no newspaper of general circulation within the city the advertisement may be made by posting three (3) copies of the notice

City of Palm Bay, Florida Ordinance 2021-50 Page 2 of 10

in three (3) different places within the city, one (1) of which will be at the front door of the city hall. Such notice shall be published at least thirty (30) days prior to the date set for qualification, and again at least thirty (30) days prior to the election date. Such notice shall state the date, time, place and office or offices to be filled, and/or any question at issue to be voted upon.

(B) The Mayor may issue a proclamation announcing the election at least thirty (30) days prior to the election. Such proclamation shall state the date, time, place and office or offices to be filled, and any question at issue.

>>Pursuant to Section 100.021, Florida Statutes, the Florida Department of State shall publish such notifications.<<

§ 50.08 MUNICIPAL QUALIFYING PERIOD.

(A) >>Primary and<< regular municipal election>>s<<. No person may qualify as a candidate in accordance with § 50.10 prior to the 78th day preceding the next municipal election nor later than 5:00 p.m., local time, on the 74th day preceding the election date.

>>Section 101.75, Florida Statutes, delegates authority to the city to move the date and qualifying period of any municipal election to a date concurrent with other state and countywide elections.<<

(B) Special municipal election. The qualifying dates for candidates shall be coordinated with the supervisor of elections' schedule and the election date to provide as much time as possible for notice to the public and out-of-state electors and for the mailing of absentee ballots. At no time shall the qualifying period be less than three (3) working days.

* * *

§ 50.10 QUALIFICATIONS OF CANDIDATES.

- (A) Any elector qualified under the laws of the state, having been a resident of the city for two (2) years and a registered elector in the city, residing at a city address, and who is otherwise qualified to be a member of the City Council may be a candidate for any vacancy. >> Candidates for the office of city council shall be qualified pursuant to Section 5.02 of the City Charter. <<
- (B) A candidate, if elected, shall continue to be a resident and an elector of the city during the term of the office.

 $(\mathbb{C} >> \mathbb{B} <<)$ Each candidate shall pay a filing fee of fifty dollars (\$50.00).

* * *

§ 50.13 PREPARATION OF BALLOT.

- (A) Immediately following the closing of the qualifying period for any municipal election, the City Clerk shall prepare the ballot in accordance with state law and this code of ordinances and any other applicable ordinance of the city.
- (B) The names of all duly qualified candidates shall be grouped in alphabetical order by the particular office being sought. Any question or issue shall be printed below the last group of candidates' names.
- (C) In addition to the names printed on the ballot, a blank space shall be provided under each group for an office for which a write-in candidate has qualified.

>>Pursuant to Section 100.051, Florida Statutes, the county supervisor of elections shall create and print the ballots.<<

* * *

§ 50.16 METHOD OF ELECTING COUNCILMEMBERS.

- (A) The City Council shall consist of five (5) members, each of whom shall have the same legislative power and authority although their titles may be different.
- (B) Three (3) Councilmembers shall be elected in the same year; namely, the position of Mayor and two (2) Council seats. Such Council seats shall be designated as the Mayor and seat 2 and seat 3. The other two (2) Councilmembers shall be elected separately and shall be designated as seat 4 and seat 5.
- (C) >>A primary election and a general election are to be held pursuant to law and the City Charter.<< The election for the Mayor and seat 2 and seat 3 shall be held in November and every four (4) years thereafter, excluding those elections held to fill early vacancies.
- (D) The election for seat 4 and seat 5 shall be held in November in a year separate from the Mayor, seat 2, and seat 3, and every four (4) years thereafter, excluding those elections held to fill early vacancies.
- (E) In the event of a tie vote in a special or regular election in which two (2) or more candidates are seeking the same designated seat on the Council, a run-off election, to be held as specified § 50.17, will only be held if breaking the tie would determine the successful candidate. Each elective officer shall hold such office until a successor is elected and qualified.

§ 50.17 RUN-OFF ELECTIONS.

>>The general and run-off elections shall be considered as one election and shall be conducted in accordance with general law.<< Run-off elections shall be called by the City Clerk and shall be held twenty-one (21) days after the municipal

City of Palm Bay, Florida Ordinance 2021-50 Page 4 of 10

or special election. The City Clerk shall cause to be published in a newspaper of general circulation in the city notice of the run-off election at least three (3) days prior to the run-off election. If there is no newspaper of general circulation within the city, the advertisement may be made by posting three (3) copies thereof in three (3) different places in the city, one (1) of which shall be at the front door of the city hall. The notice of the run-off election shall state the date, time, place and office or offices to be filled.

* * *

§ 50.19 ABSENTEE VOTING.

Absentee voting shall be permitted in all elections as provided by law. >>Pursuant to Section 101.655, Florida Statutes, the county supervisor of elections makes provisions for the use of absentee ballots.<<

* * *

§ 50.21 CERTIFYING THE ELECTION RESULTS.

- (A) A special or regular meeting shall be held within three (3) working days following the receipt by the City Clerk of the official election results from the supervisor of elections to certify the election results.
- (B) Absentee ballots shall be opened after the closing of the polls on election day to allow for the canvassing of the absentee ballots by the county at the same time as the other ballots.
- (C) Those Councilmembers present at the above-mentioned meeting shall be given a copy of the official canvass of the election and the presiding officer >>City Clerk or designee<< shall announce the election results. The newly elected official(s) shall be administered the oath of office immediately thereafter and a certificate of election issued to each successful candidate.

* * *

§ 50.31 ESTABLISHMENT OF PRECINCTS AND POLLING PLACES.

(A) Precincts.

- (1) Those precincts established, created, and approved by the board of county commissioners pursuant to Fla. Stat. Ch. 101, situated within the corporate limits of the city are designated as the city precincts to be used in any and all municipal elections.
- (2) The City Clerk shall send a certified copy of any annexation ordinance approved by the City Council to the supervisor of elections. Precinct

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boundaries may be altered to conform to the municipal boundaries as changed due to annexation.

- (3) In the event a precinct boundary is unable to be altered to conform to annexation by the date of a city election, any qualified elector residing within the area annexed shall be eligible to vote in the city election.
 - (B) Polling places and hours open.
- (1) There shall be a polling place for each precinct within the city. Those polling places designated and used by the supervisor of elections shall be used for municipal elections.
- (2) Electors shall vote, at all elections, at the polling place designated for the precinct in which they reside.
- (3) Whenever necessary, polling place locations may be changed in the manner provided in Fla. Stat. Ch. 101. The City Clerk shall consult with the supervisor of elections prior to relocating any polling place in a municipal election.
- (4) All polling places within the city shall be open for voting from 7:00 a.m. to 7:00 p.m. on election day, and any elector who is in line waiting to vote at 7:00 p.m. shall be permitted to vote in such election.

>>Pursuant to Section 101.001, Florida Statutes, the county supervisor of elections is responsible for the creation of voting precincts.<<

§ 50.32 POLL WORKERS.

- (A) At each polling place there shall be a sufficient number of poll workers to handle the anticipated number of voters. The supervisor of elections and City Clerk shall determine the necessary number prior to the date of the election. The City Clerk shall appoint the poll workers for any municipal election; provided, however, when a municipal election is held in conjunction with an election conducted by the supervisor of elections, the poll workers shall be those appointed by the supervisor of elections. Poll workers shall receive wages comparable to those paid by the county, unless otherwise approved by the City Council.
- (B) All persons who shall serve as poll workers for any city election shall have the status of casual and temporary employees not entitled to the status or to any of the rights or benefits of regular or permanent municipal employees.
- (C) In the event any poll worker so appointed refuses the appointment or is unable to serve in the election, the City Clerk shall name a successor to serve in the place and stead of such worker.

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>>Poll workers are selected and appointed by the county supervisor of elections.<<</p>

§ 50.33 CLOSING OF VOTER REGISTRATION.

- (A) Individuals residing within the corporate limits of the city who register to vote less than thirty (30) days prior to any municipal election shall not be permitted to vote in that election.
- (B) In the event of a run-off election, the registration books shall close thirty (30) days prior to the election date. Individuals who register to vote within this thirty (30) day time period shall not be permitted to vote in the run-off election.

>>Pursuant to Section 97.053, Florida Statutes, the county supervisor of elections is responsible for voter registration.<<

* * *

Filling of Vacancies

§ 50.50 MAYOR — PERMANENT VACANCY.

- (A) When a permanent vacancy occurs in the office of mayor as a result of death, resignation, illness, disability, forfeiture of office, written court order, or other lawful written order or action, such vacancy shall be filled in accordance with the following procedures:
- (1) When there is one (1) year or less remaining in the term of said office, the deputy mayor shall assume the responsibilities of that office until the remainder of the term, or
- (2) When more than one (1) year is left remaining in the term of said office and no general municipal election is scheduled within one (1) year, a special election shall be scheduled to be held no sooner than ninety (90) >>seventy-five (75)<< days or more than one hundred eighty (180) days following the date of the vacancy. The deputy mayor shall act as the mayor until a new mayor is elected. The individual elected shall serve the remainder of the unexpired term. The acting mayor will then resume the position of deputy mayor for the remaining balance of his/her appointment and remain on the city council to complete his/her elected term.

§ 50.51 MAYOR — TEMPORARY VACANCY — COURT ORDER, OTHER LAWFUL ORDER OR ACTION.

(A) When a temporary vacancy occurs in the office of mayor as a result of a written suspension by court order or other written lawful order or action, such vacancy shall be filled in accordance with the following procedures:

- (1) The deputy mayor shall assume the responsibilities of the office until the suspension by court order or other lawful order or action becomes final, the mayor is returned to office, or the term of office expires, whichever occurs first.
- (2) If the mayor is not reinstated, the position shall be filled in accordance with § 50.50(A)(1) or (2), whichever is applicable.

§ 50.52 MAYOR — TEMPORARY VACANCY — ILLNESS OR DISABILITY.

- (A) When a temporary vacancy occurs in the office of mayor as a result of an illness or mental or physical disability, such vacancy shall be filled in accordance with the following procedures:
- (1) The mayor is required to notify the city council of such illness or disability pursuant to section 3.063 of the city charter. The determination of such illness or disability shall be made by an affirmative vote of at least three (3) councilmembers.
- (2) After the determination of such illness or disability by the city council, should the mayor be absent from twelve (12) consecutive regular council meetings, the office shall be deemed vacated.
- (3) The deputy mayor shall assume the responsibilities of the office until the mayor is able to return to office, the term of office expires, or the office is filled in accordance with § 50.50(A)(1) or (2), whichever occurs first.

§ 50.53 DEPUTY MAYOR.

During any period the deputy mayor assumes the position of mayor, due to either a permanent or temporary vacancy, the city council shall select one of its members to serve as acting deputy mayor for the balance of the appointment of deputy mayor or until such time as the office of mayor is filled as provided in § 50.50(A)(1) or (2), whichever is applicable.

§ 50.54 COUNCIL SEAT.

The vacant council seat, created by the council action taken in § 50.53 above, shall be filled on an interim basis by a majority vote of the council. The individual chosen shall fill the position of councilmember and shall forfeit the seat of councilmember when the elected mayor resumes office or the newly elected mayor assumes the duties of the office of mayor.

§ 50.55 COUNCILMEMBER — PERMANENT VACANCY.

(A) When a permanent vacancy occurs in the office of councilmember as a result of death, resignation, illness, disability, forfeiture of office, written court

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order, or other lawful written order or action, such vacancy shall be filled in accordance with the following procedures:

- (1) When there is one (1) year or less remaining in the term of said office, the council shall, by a majority vote, choose a qualified successor to serve the remainder of the term.
- (2) When more than one (1) year is left remaining in the term of said office and no general municipal election is scheduled within one (1) year, a special election shall be scheduled to be held no sooner than ninety (90) >>seventy-five (75)<< days or more than one hundred eighty (180) days following the date of the vacancy. The individual elected shall serve the remainder of the unexpired term.

>>(a) The council, by a majority vote of the remaining members, shall choose a successor to serve until a newly elected councilmember is qualified.<</p>

§ 50.56 COUNCILMEMBER — TEMPORARY VACANCY — SUSPENSION BY COURT ORDER, OTHER LAWFUL ORDER OR ACTION.

- (A) When a temporary vacancy occurs in the office of councilmember as a result of a written suspension by court order or other lawful written order or action, such vacancy shall be filled in accordance with the following procedures:
- (1) The council shall, by a majority vote, choose a qualified successor to assume the responsibilities of the office until the suspension by court order or other lawful order or action becomes final, the councilmember is returned to office, or the term of office expires, whichever occurs first.
- (2) If the councilmember is not reinstated, the position shall be filled in accordance with § 50.55(A)(1) or (2), whichever is applicable.

§ 50.57 COUNCILMEMBER— TEMPORARY VACANCY — ILLNESS OR DISABILITY.

- (A) When a temporary vacancy occurs in the office of councilmember as a result of an illness or mental or physical disability, such vacancy shall be filled in accordance with the following procedures:
- (1) The councilmember is required to notify the city council of such illness or disability pursuant to section 3.063 of the city charter. The determination of such illness or disability shall be made by an affirmative vote of at least three (3) councilmembers.

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- (2) After the determination of such illness or disability by the city council, should the councilmember be absent from twelve (12) consecutive regular council meetings, the office shall be deemed vacated.
- (3) The council shall, by a majority vote, choose a qualified successor to assume the responsibilities of the office until the councilmember returns to office, the term of office expires, or the office is filled in accordance with § 50.55(A)(1) or (2), whichever occurs first.

§ 50.58 DISABILITY DEFINED.

For purposes of this subchapter, a disability is defined as a physical or mental impairment that substantially limits the ability of the mayor or councilmember to perform the essential duties of their elected positions. A permanent disability means there is no expectation of recovery; a temporary disability means that after a period of time there is an expectation of recovery.

§ 50.59 QUALIFIED SUCCESSOR.

Individuals appointed by the city council to fill temporary vacancies shall meet the city's qualifications for candidates seeking public office."

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

City of Palm Bay, Florida Ordinance 2021-50 Page 10 of 10

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.
ATTEST:	Robert Medina, MAYOR
Terese M. Jones, CITY CLERK	
Reviewed by CAO:	
cc: ALP	

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



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Patrick J. Murphy, Acting Growth Management Director

DATE: 8/5/2021

RE: Ordinance 2021-45, amending the Code of Ordinances, Chapter 185, Zoning Code,

Subchapter 'District Regulations' by modifying provisions of the BMU - Bayfront Mixed

Use District (Case T-8-2021, City of Palm Bay), first reading.

As you may recall, during the July 1 regular Council meeting the above request was rescheduled for a first hearing. Council voted to table the item to allow staff to revise the text based on the Council discussion. As the item is still under revision, staff is requesting a continuance to the September 2nd regular Council meeting.

The City of Palm Bay (Growth Management Department) has submitted modifications to Section 185.058 Bayfront Mixed Use (BMU District); including modifications to (A) Intent, (B) Principal Uses and Structures, (D) Conditional Uses, (E) Prohibited Uses, and (F) Lot and Structure Requirements.

The intent of the proposed amendment is to make development in the BMU district easier to occur and enhance the use and design standards for better projects. The requirement for a maximum of 85-percent residential uses in the district is reinforced by no longer counting hotel units as a residential use. The percentage of mixed uses can now be calculated by either Floor Area Ratio or gross building footprint. Also of note, the BMU district can be applied in the Bayfront Village Area. Brew pubs and/or other drinking establishments are now principal uses, and on-premises alcohol consumption and/or outdoor table service will no longer be required by conditional use. Conditional uses will be required for public and private schools. Warehouses and self-storage facilities will be prohibited from the district. Additional modifications are included in the amendment for BMU lot and structure requirements.

On March 31, 2021, the proposal was reviewed and endorsed by the Bayfront Community Redevelopment Agency (BCRA) by a vote of 6 to 1.

REQUESTING DEPARTMENT:

Growth Management

RECOMMENDATION:

Motion to continue Case T-8-2021 to the September 2nd, 2021 Regular Council Meeting.

Planning and Zoning Board Recommendation:

nanimous approval of the request as written.	



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 8/5/2021

RE: Appointment of one (1) student member to the Youth Advisory Board.

Vacancies for the 'at-large student member' have been announced at several regular Council meetings and applications have been solicited for same.

The following application has been received:

Denise A. Amador 2121 Garbett Avenue, SW 32908

REQUESTING DEPARTMENT:

Legislative

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to approve the appointment of one (1) at-large student member to serve on the Youth Advisory Board.

ATTACHMENTS:

Description

D. Amador





City of Palm Bay, Florida

JUL - 6 2021

RY BOARD City Clerk

YOUTH ADVISORY BOARD
APPLICATION

The vision for the City of Palm Bay's Youth Advisory Board is to empower caring youth dedicated to personal development and servant leadership. If you are interested in applying for membership to the Board, please complete the following application.

Applicants **MUST** be a City of Palm Bay resident for at least 1 year and be in grades **9-12**. Please type or print clearly in blue or black ink. Attach additional sheets as requested. ALL information must be completed in order to be considered for the Palm Bay Youth Advisory Board.

Student Information:				
Name: DENISE ANGELA AMADOR	Age:_15			
School: Florida Prep Academy	Grade: <u>10</u>			
Home Address: 2121 Garbett Ave Sw				
City: PALM BAY State: Florida	Zip Code: <u>32908</u>			
Home Telephone: (786)609-0240 Cell Phone: (786)609-2	40			
Email: Tzunamidenise@gmail.com Date of Birth: 08/30/05				
Parent/Guardian: ESTRELLA RAMIREZ - Mother				
Do you have transportation to get to Youth Advisory Board meetings/events? X_YesNo				

Please attach your response to the following:

- 1. Why do you want to serve as a member of the Youth Advisory Board?
- 2. What personal skills and characteristics do you possess that would make you a good member?
- 3. If you could bring one thing to this city or change one thing, what would it be?

City of Palm Bay, Florida Youth Advisory Board

Application

Contact No.: (786)779-3177

Please provide two (2) adult references (non-relatives) with phone numbers. You must also attach letters of recommendation from these individuals. The letters of reference should be from a dean, principal, teacher, guidance counselor, pastor, coach, employer, neighbor, etc. 1. Name: Patricia Carter, M.S. _ pcarter@flprep.com - School Councelor _ Contact No.:(321)723-3211 x 223

I have read and understand the commitment required for the City of Palm Bay's Youth Advisory Board and realize the importance of teamwork and cooperation, and I am willing to make this commitment. Student Signature: Date: 06/15/2021

2. Name: Vincent G. Cotz - Neighbor

I hereby give my permission for My daughter Denise A. Amador.- to seek the position of

board member on the City of Palm Bay's Youth Advisory Board.

Parent/Guardian Signature: Date: 06/15/2021

Home Telephone: (786)609-0240 Cell Phone: (786)609-0240

Emergency Contact Information:

Name: Estrella Ramirez

Relationship: Mother and Parent Guardian Contact No.: (786)609-0240

Mail to or drop off at:

Email complete packet to:

City of Palm Bay Office of the City Clerk 120 Malabar Road, SE Palm Bay, FL 32907

Judy.Denis@pbfl.org

City of Palm Bay, Florida YOUTH ADVISORY BOARD APPLICATION

Please attach your response to the following:

1. Why do you want to serve as a member of the Youth Advisory Board?

It is an honor to me and my family, to be involved in this roll, that is going to help me to develop my leadership skills that will benefit either at school and in my future career with the opportunity of engaging my Youth Voice in programming and engage the youth wisdom.

As part of the YAB members, committed to positively impacting the community, as well as making responsible and healthy personal choices.

Taking part in a meeting and helping plan things like youth leadership at community-wide events and/or peer-prevention campaigns designed to reduce alcohol, tobacco, and other drug use Leading, serving and fellow youth in community organizing activities

Transmitting the understanding Youth Voice, through the different cultures and philosophy on the community, Understanding the positive outcomes of partnership for young people, adults, organizations, and communities.

Volunteering at the community engagement is too important part of a positive development in the substance abuse prevention, encourages community service by promoting volunteer opportunities, it would go from clerical help, including materials preparation, photocopying, etc., and group facilitation and set-up/clean-up duties.

Giving & create space and resources, to provide support, promoting opportunities for youth Voice Choosing within each daily activity, across sessions, throughout programs.

2.- What personal skills and characteristics do you possess that would make you a good member?

I think that the personal skills and characteristics that I have, to be considered a good member, are.

I am an independent person passionate about my work ambitious and driven, Resourceful, Positively Patient, Courageous, Honest, considerate, Energetic, Practical, Joyful, Easygoing, in other words, Unique & Genuine in everything that I commit.

I really think that, can help to build a better community is, if everyone else works honestly there could not be misunderstandings, and everyone will respect better the efforts each other more.

3.- If you could bring one thing to this city or change one thing, what would it be?

If I could change one thing about, I want everyone to think bigger.

I would like to build some useful and advanced facilities, keep them up with the latest information and technology for its use·

A modern library and bookstores with an advanced broad band system, a modern gym, swimming pools with safe and healthy entertainment places for teens, with any kind of mandatory student duties, that's involve them either physical and mentally learning development purposes, not party's with gaming's machines, that's may bring a lot of changes to Young people living in my hometown.

I am so excited to work, and raising my voice to be heard, and will hardly try to make a positive difference in our community.

FLORIDA PREP

Tuesday, June 1, 2021

To: City of Palm Bay

It has been my pleasure getting to know Denise Amador both on an academic and personal level as a student at Florida Prep. Denise is hard-working, focus, discipline, driven, detail-oriented, positive, caring, helpful, compassionate and well-liked by her peers and teachers. Denise also has shown great leadership and personal development by engaging in extracurricular activities, participating in school events helping with the planning and coordinating and signing up for volunteer opportunities such a St. Vincent de Paul Society Food Drive, Toy Drive, Keeping Brevard Beautiful-Beach Clean Up, Wings of Grace donation drive for Hurricane victims in the Bahamas. Denise has a huge heart and enjoys giving back to her community. Denise manages to balance her academics and extracurricular while still maintaining at 3.42 GPA at Florida Prep.

I have enjoyed seeing Denise grow, become more confident, outspoken, responsible, hardworking always striving for her best and giving 110% in anything she does. Her strong characteristics and hard-work ethic will continue to help her be successful in any path she chooses. She is inquisitive, creative, dependable, honest, polite and respectful. The teachers have enjoyed having her in class and her classmates think she is a great friend and leader.

I strongly recommend Denise Amador for the summer internship opportunity. There is no doubt she will do great, continue to give back to the community, grow personally and learn from experience in order to continue being a better citizen in the community.

Sincerely

Patricia Carter, M.S. School Counselor pcarter@flprep.com (321) 723-3211 x223 The one who refers Name: Vincent G. Cotz

Date: 06/20/2021

Contact Number: (786)236-4576

To Whom It May Concern,

I am writing with immense honor to you to recommend Denise A. Amador, who is a close family friend, for the position of youth advisor board application at the of Palm Bay City Hall.

In the years I have known her, she has demonstrated that she is highly qualified for a position at your team. She is an intelligent, competent, dedicated, and a capable young lady

She is enthusiastic, humble, and honest, with excellent communication skills, which helps her connect with people of all ages, acting always naturally cherished. I am honored to have known her for long, and recommend Denise Amador without any reservation, due to a bright demeanor and a cooperative enthusiasm, which I have rarely seen in other youth,

On top of that she is passionate, poured his heart and soul into her education, she is a hard worked treating her duties seriously, with her abilities helping staff members in their administrative responsibilities.

I am confident that she would make a valuable addition to your team.

Please do not hesitate to contact me for further details.

Respectfully Regards

V.G.C.

Vincent G. Cotz



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Joan Junkala-Brown, Deputy City Manager

DATE: 8/5/2021

RE: Consideration of a Master Development Agreement for Emerald Lakes with Emerald

Investment Holdings, LLC.

Emerald Investment Holdings, LLC owns approximately 1,561 acres surrounding all four quadrants at the intersection of Interstate 95 at St. Johns Heritage Parkway. The master Development Agreement (DA) serves as a legally binding instrument outlining the responsibilities and commitments of the both the Developer/Owner and the City relating to the development project known as "Emerald Lakes".

In 2018, Council approved a concept plan providing for a maximum of 3,760 residential dwelling units (570.7 acres) and 2,820,000 square feet of non-residential/commercial uses (447.4 acres) for a Regional Activity Center (RAC) known as "Emerald Lakes". The RAC designation provides for mixed-use development which will include, but not be limited to commercial, industrial, retail and a variety of residential uses.

Subsequently in 2018, City Council approved a petition for the creation of Emerald Lakes Community Development District (CDD), which is responsible for maintaining community development services and facilities, such as roads, lighting and landscaping.

In 2019, City Council approved the Final Development Plan and Preliminary Plat for Emerald Lakes West Phase I authoring the Developer to construct on-site master infrastructure for acreage west I-95 to the north and south of St. Johns Heritage Parkway.

In 2020, Council approved the Final Development Plan and Preliminary Plat for Emerald Lakes West Phase II, authorizing the Developer to construct a mixed-use "town center" totaling 961,000 square feet of commercial and office; 370 hotel rooms; and 1,348 multi-family units surrounding a 9+ acre Crystal Lagoon; a "workplace" totaling 507,300 square feet of commercial and office; 120 hotel rooms; and 525 multi-family units; an "urban living" environment totaling 233 single-family and 75 multi-family townhome units; and 56 acres of open space consisting of neighborhood parks, dog parks, nature trails, nature center and 237 acres in conservation of the natural environment including the northern Cypress Slough, wetlands, and scrub jay habitat.

The DA is effective for a period of 20 years and provides for development standards and obligations relating to infrastructure and public improvements, to include roads/transportation, stormwater and utilities as well as public facilities such as parks and public safety (police and fire rescue).

REQUESTING DEPARTMENT:

Community & Economic Development

FISCAL IMPACT:

There is no fiscal impact at this time.

RECOMMENDATION:

Motion to approve the Emerald Lakes Master Development Agreement and authorize the Mayor to execute the agreement.

ATTACHMENTS:

Description

Development Agreement & Exhibits (Emerald Lakes)

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Community & Economic Development Director City of Palm Bay 120 Malabar Road S.E. Palm Bay, Florida 32907

MASTER DEVELOPMENT AGREEMENT

for the project known as **EMERALD LAKES** (the "Project").

THIS MASTER DEVELOPMENT AGREEMENT ("Agreement") is entered into this _____ day of ______, 202__, by and between the CITY OF PALM BAY ("City"), a Florida municipal corporation, with a mailing address of 120 Malabar Road S.E., Palm Bay, Florida 32907, and EMERALD INVESTMENT HOLDINGS, LLC, its successors and assigns ("Owner/Developer"), a Florida (limited liability company/corporation, limited partnership) with a mailing address of 605 S. Fremont Avenue, Suite B, Tampa, Florida 33606.

WITNESSETH

WHEREAS, the Owner/Developer represents that it is the owner of legal title to real property totaling approximately 1,561 acres located in Brevard County, Florida and within the corporate limits of the City, said real property being more particularly described in **Exhibit "A"** attached hereto (the "Property"); and

WHEREAS, it is the Owner/Developer's intent that the Project may be developed in phases and that this Master Development Agreement covers all phases being developed now and in the future. This Master Development Agreement may be amended from time to time to address the specific needs of the Project and any phases developed as part of the Project.

WHEREAS, the Developer has or is about to develop the Property as a mixed-use development which will include, but not be limited to commercial, industrial, retail and a variety of residential uses, ("Intended Use(s)"). The attached Exhibit "B", Master Development Plan, sets forth the allowable development square footage and dwelling units for the Owner/Developer's Intended Use, provided, however, the first phase of the development relevant to this Agreement will consist of 233 residential dwelling units; and

WHEREAS, the Owner/Developer desires to facilitate the orderly development of the Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the City and planned traffic patterns; and

- **WHEREAS**, the development proposed under this Agreement is consistent with the City's Comprehensive Plan and Land Development Code; and
- **WHEREAS**, the Owner/Developer received approval for the Regional Activity Center ("RAC") Future Land Use category for 1,561 acres as described in **Exhibit "G"** (Ordinance 2018-52) combining two previously approved land use designations into one Regional Activity Center ("RAC") use known as "Emerald Lakes"; and
- **WHEREAS**, rezoning to the Regional Activity Center ("RAC") district on September 15, 2011 as described in **Exhibit "H"** (Ordinance 2011-46), subject to the covenants, restrictions, and easements proffered by Owner/Developer as set forth in this Agreement; and
- WHEREAS, the City Council adopted Resolution 2018-55 on October 18, 2018 approving a Preliminary Planned Development Concept Plan ("Concept Plan"), **Exhibit C**, for the RAC to be known as "Emerald Lakes", inclusive of Emerald Lakes West and Emerald Lakes East, totals 1,561 acres and comprises 3,760 residential dwelling units and 2,820,000 square feet of non-residential uses; and
- WHEREAS, the City Council approved a petition for the creation of Emerald Lakes Community Development District ("CDD") on June 21, 2018 as described in Exhibit "I" (Ordinance 2018-17), which shall deliver the community development services and facilities to the project area; and
- **WHEREAS**, the City Council adopted Resolution 2019-44, **Exhibit "J"**, on November 7, 2019 approving the Final Development Plan and Preliminary Plat for Emerald Lakes West Phase I initial on-site master infrastructure required to develop the Property; and
- WHEREAS, the City Council adopted Resolution 2020-37, Exhibit "K", on September 3, 2020 approving a Final Development Plan and Preliminary Plat for Emerald Lakes West Phase II, which shall obligate the Developer to provide for certain development elements; and
- **WHEREAS**, it is the purpose of this Agreement to clearly set forth the understanding and agreement of the Owner/Developer and the City in relation to development of the Property.
- **NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:
- 1. **Recitals and Definitions.** The recitals herein set forth are true and correct and are incorporated herein by reference.
- 2. **Ownership.** The legal and equitable owner(s) of the Property are: <u>Emerald</u> Investment Holdings, LLC.

- 3. **Title Opinion/Certification.** The Owner/Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Property to be in the name of the Owner/Developer and identifying any and all liens, mortgages, and other encumbrances that are not satisfied or released of record.
- 4. **Subordination/Joinder.** Unless otherwise agreed to by the City in writing, all liens, mortgages, and other encumbrances that are not satisfied or released of record must be subordinated to the terms of this Agreement or the holders of such all liens, mortgages, and other encumbrances shall join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.
- 5. **Effective Date**. The Effective Date of this Agreement shall be the date on which a fully executed Agreement has been recorded in the Public Records of Brevard County, Florida.
- 6. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of twenty years from the Effective Date, unless extended by mutual consent of the parties or by their successors in interest. Upon expiration or termination of this Agreement, each Party's rights and obligations which are solely created by this Agreement, shall expire and be of no further force or effect.
- 7. **Development Standards**. Development of the Property consisting of approximately 1,561 acres shall be subject to the standards listed in this Agreement. Where a land use listed below differs from a defined use in the City's Code of Ordinances, the use listed in this Agreement shall prevail.
 - A. **Site Plan/Plat Approval.** The Preliminary Planned Development Concept Plan set forth in **Exhibit "C"** is the preliminary plan of the RAC and this Agreement and shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria of the Concept Plan, the more detailed criteria apply.
 - B. **Exhibit "J"** (Resolution 2019-44) approves the Final Development Plan, concept plan and a Preliminary Plat for Emerald Lakes West Phase I, on-site master infrastructure, which shall support the planned development west of I-95 on either side of the St. Johns Heritage Parkway and includes the following elements:
 - 1) Initial infrastructure needed to support the future residential and nonresidential development of the Emerald Lakes Regional Activity Center such as water and sewer systems.
 - 2) The requirement that the Final Development Plan shall be in conformance with the application submitted for Concept Plan Approval with all supplementary data attached.
 - 3) Prior to completion of each phase of the project and before a Certificate of Occupancy is issued for any building within a given phase, the Owner/Developer must

- submit the final survey and Letter of Map Revision (LOMR) to the Federal Emergency Management Agency (FEMA) to remove the project (or phase) from the Special Flood Hazard Area (SFHA).
- C. **Exhibit "K"** (Resolution 2020-37) approves the Final Development Plan and Preliminary Plat known as Emerald Lakes West Phase II, which shall include the following elements:
 - 1) "Mixed Use Town Center" totaling 961,000 square feet of commercial and office; 370 hotel rooms; and 1,348 multi-family units all surrounding a 9+ acre Crystal Lagoon.
 - 2) **"Workplace"** totaling 507,300 square feet of commercial and office; 120 hotel rooms; and 525 multi-family units.
 - 3) "Urban" Living totaling 233 single-family and 75 multi-family townhome units.
 - 4) **"Open Space"** will consist of 56 acres in single-family residential neighborhood parks, dog parks, the Sotille Canal Wildlife Corridor, the Lake Emerald Nature Trail, an Eco Nature Center, Powerline Trails; and 237 acres in conservation of the natural environment including the northern Cypress Slough, wetlands, and scrub jay habitat.
- D. The approved maximum density for Emerald Lakes (Emerald Lakes West and Emerald Lakes East) shall be 3,760 residential units (570.7 acres) and 2,820,000 square feet (447.4 acres) of non-residential/commercial uses. The maximum number of units represents the total number of units allowable for development within the Property and the construction of said number is subject to City rules and regulations regarding the maximum and minimum densities and intensities of the RAC zoning designation, as outlined in **Exhibit "C"** (Resolution 2018-55).
- E. Minimum lighting standards per the City's Land Development Code shall be included on a separate illumination plan to be provided at the time of site plan submittal. The Owner/Developer, its successors and/or assigns shall install, maintain and fund all expenses for pedestrian and decorative lighting.
- F. Architectural controls and development on the Property shall follow a common architectural theme by harmoniously coordinating the general appearance of all buildings and accessory structures. All controls and variations shall be defined by the Homeowners Association ("HOA") or Property Owners Association as outlined in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Emerald Lakes Master Association, Inc., as modified and amended from time to time by the Developer, and/or its successors and assigns (Exhibit "D").
- G. Utility provision and dedication: The Owner/Developer shall connect to the City's central utility systems, where available, at Owner/Developer's sole cost and expense. Utility fees

shall be paid to the City before any building permit is issued. Central utility systems are to be designed, permitted, and constructed to the specifications as outlined in the City's Utilities Handbook and dedicated to the City upon final inspection, clearance, and acceptance by the City's Utility Department. The Owner/Developer shall enter into an Utility Agreement with the City's Utility Department prior to the City providing any water or sewer for any portion of this Development.

- H. The Stormwater management facilities constructed for the regulated storage and attenuation of stormwater discharge from the St. John's Heritage Parkway as set forth on Exhibit "F" and the obligation to maintain such facilities shall be transferred by the City back to the Owner/Developer in exchange for the parties modifying the balance of the Transportation Facilities Impact Fee credit in accordance with Chapter 171 of the Palm Bay Code of Ordinances. Owner/Developer acknowledges and agrees that the existing capacity of the Stormwater Management Facilities as of the effective date of this Agreement shall be maintained. Owner/Developer further acknowledges and agrees that future capacity increases of said Stormwater Management Facilities may be required in association with the development of future subdivisions, constructed by Owner/Developer, the design of which shall be subject to approval by the City of Palm Bay, and the St. John's River Water Management District. Owner/Developer shall be responsible for ensuring existing drainage easements are not removed or relocated without a replacement stormwater facility being designed, pursuant to the City of Palm Bay's Code of Ordinances Chapter 174, and Chapter 62-330 Florida Administrative Code. Said design plans shall be subject to approval by the City of Palm Bay and the St. John's River Water Management District. The Owner/Developer shall be responsible for construction of the approved plans and recordation of new drainage easements granted to the City, in accordance with Articles 4 and 17 of Exhibit "D". A non-exclusive and perpetual drainage easement shall be granted to the City of Palm Bay over, across, and through any portion of the Development used to provide the permitted storage and attenuation of the stormwater discharge from the St. John's Heritage Parkway. The City shall have the right, but not obligation to perform maintenance on the drainage facilities located in the proposed Development in the event of an emergency affecting the stormwater drainage of the SJHP.
- I. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Property in such a way that maintains or improves the level of service for area roadways and ensures the public health, safety, and welfare for the community and consistent with the Final Development Plan as approved by Resolution 2020-37 (Exhibit "K"). All permits shall be obtained from the appropriate permitting agencies prior to development, and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts. Per the Emerald Lakes Traffic Impact Analysis, Exhibit "E", the Owner/Developer shall install signals when development generates 1,175 P.M. peak hour trips, allowing the use of temporary mounting of the signals, not to exceed 365 days unless extended by mutual consent of the parties or by their successors in interest, if the relevant equipment for the permanent mounting of the signals is not available.

- J. The Owner/Developer desires for golf carts to be permitted to operate on certain roads to be constructed on the Property as part of the Development, consistent with Golf Cart Ordinance NO. 2021-48. By Resolution 2021-37, City Council designated a portion of Emerald Lakes as a 'Golf Cart Community' in accordance with the City's Golf Cart Ordinance NO. 2021-48. The Owner/Developer shall comply with all requirements in Resolution 2021-37. The Owner/Developer shall abide by all applicable ordinances, rules, and regulations of the City concerning golf cart operation during and after construction, including the provisions of pedestrian and vehicular traffic control devices and signage. The Owner/Developer shall be responsible for the installation of appropriate signage on the Property informing residents that the operation of golf carts is permitted. Owner/Developer shall dedicate a section of the Master Declaration in Exhibit "D" to the operation and enforcement of the City's Ordinance regarding golf cart operation. The Owner/Developer agrees that the responsibility to enforce the HOA/CDD Golf Cart rules shall be the responsibility of the HOA or CDD, its successors and assigns while golf carts are operating within the Property. This Agreement is not intended to affect drivers' obligations to comply with all local, and State traffic laws and regulations.
- 8. **Public Facilities/Land Dedication.** Any reservation or dedication of land to the Public shall be in a form acceptable to the City and in accordance with City regulations and policies governing dedication and acceptance of public facilities or lands, to include public parks and public safety (police and/or fire rescue) and in accordance with Chapter 171 of the Land Development Code.
- 9. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining and paying for all permits and fees for facilities and services relative to the Property, including but not limited to the following:
 - i. Site plan approvals;
 - ii. Subdivision plat and/or waiver of plat approvals;
 - iii. Water, sewer, paving and drainage and other infrastructure permits;
 - iv. Covenant or Unity of Title acceptance or the release of existing unities or covenants;
 - v. Building permits;
 - vi. Certificates of occupancy; and
 - vii. Any other official action of the City or Brevard County, Florida, having the effect of permitting the development of land.

Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development.

Owner/Developer or their successors in interest shall pay all City impact fees when due in the normal course of development. Any impact fee credits shall be determined in accordance with Chapter 171 of the Palm Bay Code of Ordinances.

- 10. **Indemnification.** The Owner/Developer hereby indemnifies and holds the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, incurred by the City as a result, directly or indirectly, of the use or development of the Property, except those claims or liabilities caused by or arising from the gross negligence or intentional acts of the City, or its employees or agents. The Owner/Developer acknowledges and agrees that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Property, including but not limited to drainage or water/sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.
- **Compliance.** The Owner/Developer agrees that it, and its successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference, and such subsequent amendments hereto as may be applicable, provided, however, that in the event of a conflict between the terms and provisions of the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, and the Utility Agreement, Ordinance NO. 2018-52 as set forth in Exhibit "G", Ordinance NO. 2011-46 as set forth in Exhibit "H", Resolution NO. 2018-55 as set forth in Exhibit "C", Resolution NO. 2019-44 as set forth in Exhibit "J" and Resolution NO. 2020-37 as set forth in Exhibit "K" and any future prior approved ordinances (hereinafter collectively the "Ordinances") the terms and provisions of Utility Agreement, the Ordinances and Resolutions shall prevail. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or its successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy and/or plan/plat approvals to the Property, should the Owner/Developer fail to comply with the terms of this Agreement.
- 12. **Public Improvements.** The Owner/Developer shall substantially complete all public improvements, as required by Ordinance NO. 2018-52 and Ordinance NO. 2011-46, as set forth in **Exhibits "G"** and "H" respectively, unless superseded by subsequent ordinances, prior to issuance of the first Certificate of Occupancy for the relevant portion of the Property.
- 13. **Concurrency and Vested Rights.** The City's concurrency management system established minimum acceptable level of service for roads, potable water, sanitary sewer, drainage and parks. The Owner/Developer acknowledges and agrees that prior to the issuance of a building permit, the Owner/Developer must have received a nondeficiency finding verifying the availability of infrastructure and service capacity sufficient to permit the proposed development of the Property without causing a reduction in the levels of service adopted in the City's Comprehensive Plan. To obtain the nondeficiency finding, the Owner/ Developer must meet the following criteria:

- (A) *Roadways*. The capacity for transportation facilities shall be evaluated as provided in § 183.21 Palm Bay Code of Ordinances.
- (B) Sanitary sewer and potable water. Owner/Developer shall enter into a City of Palm Bay Utility agreement to construct the necessary water and sewer systems and comply with the terms of that agreement.
- (C) *Parks*. Adequacy of public parks shall be based on Palm Bay's level of service standards of five (5) acres per one thousand (1,000) population by planning area. The impact of a proposed development will be determined by utilizing the official household-size multiplier, from the University of Florida, Bureau of Economic and Business Research for Palm Bay, times the number of units projected for a project.
- (D) *Drainage*. Certification that the project meets all applicable standards of the stormwater management regulations set forth in Chapter 174 of the Palm Bay Code of Ordinances shall be made by the city engineering division prior to permit approval.
- 14. **Environmental and Tree Preservation.** The Owner/Developer is responsible for obtaining all site related permits and approval prior to any development activity on or for the Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or for species identified for preservation as may be required by the St. Johns River Water Management District and/or the United States Corp of Army Engineers (e.g., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop the Property.
- 15. **Community Development District or Homeowners Association.** The charter and by-laws of the Homeowners Association ("HOA") as described in Exhibit "D" for the Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Brevard County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The Emerald Lakes Community Development District ("CDD") as described in Exhibit "D" or HOA shall at a minimum be responsible for maintaining the common open space, any common utility systems, such as for irrigation and site lighting, and project signage. The CITY hereby approves that any of the obligations of the Owner/Developer hereunder alternatively may be funded or performed by the CDD pursuant to Sections 190.012(1)(g), (h), Florida Statutes. The CITY agrees that this Agreement is a development approval under section 190.012(1)(h). The Owner/Developer or its successors and/or assigns shall be responsible for establishing and amending the HOA and recording said information in the Public Records of Brevard County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Property. If the Property is not maintained in accordance with the City's Code of Ordinances or Land Development Regulations following issuance of a Certificate of Occupancy, the issue will be referred to the City's Code Compliance Division.
- 16. **Utility Easements.** For any utility easement not established on a plat of the Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in form mutually acceptable to the City Attorney and the Owner/Developer, for the installation and maintenance of the utility and other services, as prescribed in the Utility

Agreement. This Agreement is effective upon execution of the Utility Agreement.

- 17. **Periodic Review.** The City reserves the right to periodically review the Property to determine if there has been demonstrated good faith compliance with the terms of this Agreement, in accordance with Section 163.3235, Florida Statutes. If the City finds that on the basis of substantial competent evidence that there has been a failure to comply with the terms of this Agreement, then the City will not issue development orders or permits until compliance with this Agreement has been established and the City may take such actions as are described in Section 19.
- 18. **Nonperformance.** If the Owner/Developer fails to timely perform any of its obligations set forth in this Agreement to the City's specifications, then the City shall provide the Owner/Developer with written notice to complete said obligation. If the Owner/Developer fails to complete the obligation(s) within ninety (90) days of the date of such notice, then the City may, without further notice to the Owner/Developer and without prejudice to any other rights or remedies it may have, take any or all of the foregoing action:
 - i. record one or more liens against the Property,
 - ii. take enforcement action in relation to such lien(s),
 - iii. perform any such obligation(s) at the sole cost and expense of the Owner/Developer
 - iv. immediately recover from the Owner/Developer the actual and verified cost of completing the obligation(s) required under this Agreement, or
 - v. pursue any other remedies available to the City in law or equity

The foregoing lien(s) shall be superior to all other liens and mortgagees recorded after the date this Agreement is recorded in the Public Records of Brevard County, Florida.

19. **Notices.** Any notice, report, demand or other instrument authorized or required to be given or furnished shall be deemed given or furnished: (i) when addressed to the party intended to receive the same, at the address of such party as set forth below, and delivered at such address, (ii) three (3) days after the same is deposited in the United States mail as first class certified mail, return receipt requested, postage paid, or (iii) when delivered by nationwide commercial courier service, one (1) business day after the date of delivery of such notice to the courier service. Said notice shall be sent to the following, as applicable:

II TO OWNER/DEVELOTER.				

IF TO OWNER/DEVEL OPER.

IF TO CITY:

Community & Economic Development Director City of Palm Bay 120 Malabar Road S.E. Palm Bay, Florida 32907

With a copy to:

City Attorney City of Palm Bay 120 Malabar Road S.E. Palm Bay, Florida 32907

Any party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other parties, but no such notice of change shall be effective unless and until received by the other party.

20. Matters Not Addressed; Consistency with the Comprehensive Plan.

- A. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.
- B. The project contemplated by this Agreement is consistent with the City of Palm Bay Comprehensive Plan.
- 21. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.
- 22. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Owner/Developer and its successors and assigns in interest, and the City and its successors and assigns in interest. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Property. Owner/Developer shall not assign this Agreement without prior written approval of the City, consent shall not unreasonably be withheld or delayed. Owner/Developer may assign or delegate its infrastructure obligations under this Agreement without prior approval of the City. It is expressly agreed by the Parties that any of the obligations of the Owner/Developer contained in this Agreement may be assigned or delegated to the CDD. Irrespective of any assignment or delegation of obligations by Owner/Developer, Owner/Developer shall remain liable to the City

for performance of all of Owner/Developer's obligations described in this Agreement. After the construction of the infrastructure referenced in this agreement, and upon approval by the City and the conveyance of such infrastructure to the CDD, HOA, or other entity which will own and maintain such infrastructure in perpetuity, the Owner/Developer may be released from liability from those improvements maintained by the CDD or HOA. The release of the Owner/Developer will require the Owner/Developer to obtain an approved assignment. It is expressly acknowledged and agreed by the Parties that the release of the Owner/Developer shall not absolve or release the HOA, CDD or other entity that the Owner/Developer conveys infrastructure from liability related to the infrastructure's operation and maintenance.

- 23. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the Effective Date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, then this Agreement or such portions affected by such state or federal shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.
- 24. **Severability.** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, then such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.
- 25. **Covenant Running with the Land.** This Agreement shall run with the Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Property or any portion thereof.
- 26. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Owner/Developer's expense, in the Public Records of Brevard County, Florida.
- 27. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Owner/Developer and City submit to the exclusive jurisdiction of the state courts of the Eighteenth Judicial Circuit, Brevard County, Florida for any action or proceeding arising under, relating to, or in connection with this Agreement. Owner/Developer and City agree that all claims in respect of the action or proceeding shall be exclusively filed, heard, and determined in any such court. Owner/Developer and City hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court. Owner/Developer and City waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought.
- 28. Waiver of Jury Trial. OWNER/DEVELOPER AND CITY HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OTHER PARTY TO ENTER INTO THIS AGREEMENT.

NEITHER PARTY IS RELYING ON ANY REPRESENTATION BY THE OTHER PARTY THAT THIS PROVISION WOULD NOT BE ENFORCED TO THE FULLEST EXTENT PROVIDED BY LAW.

- 29. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations set forth in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of the City Commission's adoption of an ordinance approving same; and agrees to pay the cost of recording this document in the Public Records of Brevard County, Florida. Failure to execute this Agreement within ten (10) business days of said ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.
- 30. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Any amendments to this Agreement shall be in writing and signed by both the Owner/Developer and the City.

{Remainder of page intentionally blank.}

IN WITNESS WHEREOF, the Owner/Developer and the City have executed this Agreement as of the date first written above.

WITNESSES:	OWNER/DEVELOPER
	By:
Signature of Witness # 1 Title:	Name:
Print or type name	
Signature of Witness #2	
Print or type name	
STATE OF FLORIDA COUNTY OF BREVARD	
online notarization, this day of	dged before me, by means of □ physical presence or □
	ents, F.H., LLC., Sworn to (or affirmed) and subscribed presence or \square online notarization, this day of
NOTARY SEAL/STAMP:	
	NOTARY PUBLIC, STATE OF FLORIDA MY COMMISSION EXPIRES ON:

CITY OF PALM BAY, a Florida municipal corporation

ATTEST:	
	By:
Terese Jones, City Clerk	By:Rob Medina, Mayor
	As approved by the Council on, 202
Approved as to form and legality for use a reliance by the City of Palm Bay	and
Patricia D. Smith, City Attorney	
STATE OF FLORIDA COUNTY OF BREVARD	
online notarization, this day of as the President of Palm City Investmen	ged before me, by means of \square physical presence or \square ,
NOTARY SEAL/STAMP:	
	NOTARY PUBLIC, STATE OF FLORIDA MY COMMISSION EXPIRES ON:

EXHIBIT "A"

Legal Description

EXHIBIT "B"

Master Development Plan

EXHIBIT "C"

Resolution 2018-55 "Preliminary Planned Development Concept Plan"

EXHIBIT "D"

Master Declaration of Covenants, Conditions, Restrictions and Easements for Emerald Lakes
Master Association, Inc

EXHIBIT "E"

Emerald Lakes Traffic Impact Analysis

EXHIBIT "F"

Stormwater Management Facilities Alta Survey

EXHIBIT "G"

Ordinance No. 2018-52
Future Land Use Amendment – Regional Activity Center

EXHIBIT "H"

Ordinance No. 2011-46 Re-Zoning – Regional Activity Center

EXHIBIT "I"

Ordinance No. 2018-17 Emerald Lakes Community Development District

EXHIBIT "J"

Resolution No. 2019-44 Final Development Plan and Preliminary Plat for Emerald Lakes West Phase I

EXHIBIT "K"

Resolution No. 2020-37 Final Development Plan and Preliminary Plat for Emerald Lakes West Phase II

EXHIBIT "A"

Legal Description

EMERALD LAKES LEGAL DESCRIPTION:

6 PARCELS OF LAND SITUATED IN SECTIONS 1, 2, 3, 10, 11 AND 12, TOWNSHIP 30 SOUTH, RANGE 37 EAST IN BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA; THENCE RUN N89°55'05"E A DISTANCE OF 659.99; THENCE S01°06'06"E A DISTANCE OF 1280.53 FEET; THENCE S89°43'42"E A DISTANCE OF 329.77 FEET; THENCE RUN N01°05'23"W A DISTANCE OF 1282.56 FEET; THENCE RUN N89°55'05"E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 A DISTANCE OF 1649.98 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 37 EAST; THENCE RUN N89°55'18"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 2 A DISTANCE OF 2555.70 FEET TO THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95; THENCE RUN S13°03'20"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 3500.33 FEET TO THE INTERSECTION WITH THE NORTH LINE OF INTERCHANGE PARCEL 101 DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932 AND ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 171; THENCE RUN S09°03'35"E ALONG SAID NORTH LINE A DISTANCE OF 518.51 FEET; THENCE RUN S03°30'59"E A DISTANCE OF 168.84 FEET; THENCE RUN S00°29'36"E A DISTANCE OF 196.60 FEET; THENCE RUN S00°58'01"W A DISTANCE OF 157.82 FEET; THENCE RUN S08°52'16"W A DISTANCE OF 393.34 FEET; THENCE RUN S13°03'20"E A DISTANCE OF 313.63 FEET; THENCE RUN S31°56'46"W A DISTANCE OF 141.42 FEET; THENCE RUN S76°56'47"W A DISTANCE OF 2763.58 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1402.00 FEET: THENCE RUN NORTHWESTERLY A DISTANCE OF 1060.52 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°20'26" AND HAVING A CHORD WHICH BEARS N81°23'01"W A DISTANCE OF 1035.42 FEET TO A POINT OF INTERSECTION WITH A TANGENT LINE; THENCE RUN N59°42'48"W A DISTANCE OF 1081.00 FEET TO THE SOUTH LINE OF SAID SECTION 3; THENCE S89°42'39"E A DISTANCE OF 1369.88 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST; THENCE S89°42'59"E A DISTANCE OF 657.82 FEET; THENCE N01°00'06"W A DISTANCE OF 1300.35 FEET; THENCE N89°40'28"W A DISTANCE OF 658.49 FEET; THENCE N89°32'33"W A DISTANCE OF 1317.05 FEET; THENCE N01°04'42"W A DISTANCE OF 1304.74 FEET; THENCE N89°22'27"W A DISTANCE 1318.24 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE N01°07'32"W A DISTANCE OF 2552.94 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 2:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95 AND THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES); THENCE N89°40'36"W ALONG AFOREMENTIONED NORTH LINE A DISTANCE OF 6827.92 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF AFOREMENTIONED SECTION 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST; THENCE N01°29'54"W ALONG SAID WEST LINE 2548.89 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 10; THENCE S89°42'39"E A DISTANCE OF 852.49 FEET TO A POINT OF INTERSECTION WITH A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2798.00 FEET ON THE SOUTH RIGHT OF WAY LINE OF ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 171 AND INTERCHANGE PARCEL 101 DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932; THENCE RUN SOUTHEASTERLY A DISTANCE OF 161.80 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'48" AND HAVING A CHORD WHICH BEARS S61°22'12"E A DISTANCE OF 161.78 FEET TO

A POINT OF INTERSECTION WITH A TANGENT LINE; THENCE RUN S59°42'48"E A DISTANCE OF 1273.83 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1602.00 FEET; THENCE RUN SOUTHEASTERLY A DISTANCE OF 1211.81 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°20'26" AND HAVING A CHORD WHICH BEARS S81°23'01"E A DISTANCE OF 1183.12 FEET TO A POINT OF TANGENCY; THENCE RUN N76°56'47"E A DISTANCE OF 2776.03 FEET; THENCE RUN S58°03'06"E A DISTANCE OF 158.98 FEET; THENCE RUN S13°03'35"E A DISTANCE OF 103.60 FEET; THENCE RUN S27°21'19"E A DISTANCE OF 646.10 FEET; THENCE RUN S23°50'26"E A DISTANCE OF 174.39 FEET; THENCE RUN S13°03'35"E A DISTANCE OF 684.89 FEET; THENCE RUN N76°56'25"E A DISTANCE OF 75.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95; THENCE RUN S13°03'33"E A DISTANCE OF 763.16 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA; THENCE RUN S00°12'10"W A DISTANCE OF 5255.24 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 1; THENCE RUN S01°39'31"E A DISTANCE OF 2240.34 FEET TO THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES); THENCE RUN S87°06'07"W ALONG THE NORTH LINE OF SAID CANAL A DISTANCE OF 95.39 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2900.00 FEET ON THE NORTH RIGHT OF WAY LINE OF ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 202; THENCE RUN NORTHWESTERLY A DISTANCE OF 162.03 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°12'04" AND HAVING A CHORD WHICH BEARS NO3°15'34"W A DISTANCE 162.01 FEET; THENCE RUN NO1°39'31"W A DISTANCE OF 1223.63 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1532.00 FEET; THENCE RUN NORTHWESTERLY A DISTANCE OF 2711.15 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°23'42" AND HAVING A CHORD WHICH BEARS N52°21'23"W FOR A DISTANCE OF 2370.96 FEET TO A POINT OF TANGENCY; THENCE RUN S76°56'47"W A DISTANCE OF 595.55 FEET; THENCE RUN S85°19'23"W ALONG SAID NORTH RIGHT OF WAY LINE, ALSO THE NORTH LINE OF INTERCHANGE PARCEL 102 DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 103 A DISTANCE OF 307.45 FEET; THENCE RUN S80°45'39"W ALONG SAID NORTH LINE A DISTANCE OF 467.93 FEET; THENCE RUN N78°15'58"W A DISTANCE OF 398.01 FEET; THENCE RUN N36°19'13"W A DISTANCE OF 398.02 FEET; THENCE RUN N15°09'26"W A DISTANCE OF 1542.67 FEET; THENCE RUN S76°56'40"W A DISTANCE OF 11.84 FEET TO THE EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95; THENCE RUN N13°03'02"W ALONG THE AFOREMENTIONED EAST RIGHT OF WAY LINE A DISTANCE OF 3088.34 FEET; THENCE N89°55'28"E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 37 EAST, A DISTANCE OF 2419.70 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED SECTION 2; THENCE N89°58'04"E A DISTANCE OF 2637.51 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95 AND THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES); THENCE RUN N13°03'35"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1071.80 FEET TO THE HAUL ROUTE FROM BORROW PIT NO. 5; THENCE RUN S89°42'06"E A DISTANCE OF 1274.48 FEET; THENCE RUN N00°17'54"E A DISTANCE OF 800 FEET; THENCE RUN N89°42'06"W A DISTANCE OF 800 FEET; THENCE RUN S00°17'54"W A DISTANCE OF 750 FEET; THENCE RUN N89°42'06"W A DISTANCE OF 404.43 FEET TO THE SOUTH LINE OF INTERCHANGE PARCEL 102 DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 103; THENCE RUN

NO2°23'20"W ALONG SAID SOUTH LINE A DISTANCE OF 120.18 FEET; THENCE RUN N11°14'49"E A DISTANCE OF 352.17 FEET; THENCE RUN N18°00'57"E A DISTANCE OF 415.68 FEET; THENCE RUN N25°12'14"E A DISTANCE OF 130.81 FEET; THENCE RUN N13°33'28"E A DISTANCE OF 210.54 FEET; THENCE RUN N13°03'35"W A DISTANCE OF 240.15 FEET; THENCE RUN N31°57'06"E A DISTANCE OF 141.43 FEET; THENCE RUN N76°56'46"E A DISTANCE OF 760.74 FEET; THENCE RUN N76°56'48"E ALONG PREVIOUSLY MENTIONED SOUTH LINE, ALSO THE SOUTH RIGHT OF WAY LINE OF ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 202 A DISTANCE OF 455.97 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1332.00 FEET; THENCE RUN SOUTHEASTERLY A DISTANCE OF 2357.21 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°23'42" AND HAVING A CHORD WHICH BEARS S52°21'23"E A DISTANCE OF 2061.44 FEET; THENCE RUN S01°39'31"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1223.63 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3100.00 FEET; THENCE RUN SOUTHEASTERLY A DISTANCE OF 166.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'29" AND HAVING A CHORD WHICH BEARS S03°11'46"E A DISTANCE OF 166.33 FEET TO THE NORTH LINE OF AFOREMENTIONED SOTTILE CANAL; THENCE RUN S87°06'07" W ALONG SAID NORTH LINE A DISTANCE OF 284.41 FEET; THENCE RUN S83°04'26"W A DISTANCE OF 2084.05 FEET; THENCE RUN N89°19'58"W A DISTANCE OF 655.41 TO THE AFOREMENTIONED EAST RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

PARCEL 5:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA; THENCE RUN S89°49'46"E A DISTANCE OF 124.66 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE SOTTILE CANAL (WIDTH VARIES) AND POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N83°04'26"E ALONG SAID SOUTH LINE A DISTANCE OF 1824.85 FEET; THENCE RUN N87°06'07"E A DISTANCE OF 288.56 FEET TO THE WEST RIGHT OF WAY LINE OF ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 202 AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3100.00 FEET; THENCE RUN SOUTHEASTERLY A DISTANCE OF 244.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°31'36" AND HAVING A CHORD WHICH BEARS \$10°08'41"E A DISTANCE OF 244.85 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE RUN N89°49'46"W A DISTANCE OF 2142.86 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA; THENCE RUN N89°49'46"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF AFOREMENTIONED SECTION 12 A DISTANCE OF 40.35 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2900.00 FEET; THENCE RUN NORTHWESTERLY A DISTANCE OF 256.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°03'55" AND HAVING A CHORD WHICH BEARS N10°45'31"W A DISTANCE OF 256.29 FEET TO THE SOUTH LINE OF THE SOTTILE CANAL (WIDTH VARIES); THENCE RUN N87°06'07"E ALONG SAID SOUTH LINE A DISTANCE OF 80.88 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE RUN S01°39'31"E A DISTANCE OF 256.11 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Master Development Plan



EXHIBIT "C"

Resolution 2018-55 "Preliminary Planned Development Concept Plan"

RESOLUTION NO 2018-55

12

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, RESCINDING RESOLUTION NOS 2011-38 AND 2016-07, IN ORDER TO COMBINE THE TWO (2) PREVIOUSLY APPROVED CONCEPT PLANS FOR A DEVELOPMENT FORMALLY KNOWN AS "EMERALD CITY" IN RAC (REGIONAL ACTIVITY CENTER DISTRICT) ZONING, WHICH PROPERTY IS LOCATED EAST AND WEST OF INTERSTATE 95, IN THE VICINITY BETWEEN GRANT AND MICCO ROADS, AND LEGALLY DESCRIBED HEREIN, PROVIDING FOR FINAL DEVELOPMENT PLANS TO BE IN COMPLIANCE WITH THE CONCEPT PLAN, PROVIDING FOR A COMMENCEMENT PERIOD, PROVIDING FOR AN EFFECTIVE DATE

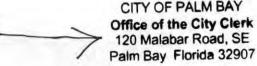
WHEREAS, on September 15 2011 and February 4, 2016, the City Council of the City of Palm Bay enacted Resolution Nos 2011-38 and 2016-07, respectively, which granted Concept Plan approval in RAC (Regional Activity Center District) zoning to permit a planned development to be known as "Emerald City", and

WHEREAS, application for Preliminary Planned Development Concept Plan approval in RAC (Regional Activity Center District) zoning in order to combine the two (2) previously approved Regional Activity Center (RAC) Concept Plans into one (1) single planned development to be known as "Emerald Lakes" on property legally described herein, has been made by Emerald Investment Holdings, LLC and

WHEREAS, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on September 5, 2018, which voted to recommend to the City Council approval of the application, and

WHEREAS, all provisions applicable to the concept plan under Chapter 185, Zoning, of the Palm Bay Code of Ordinances, have been satisfied by the applicant and

WHEREAS, the City Council of the City of Palm Bay has determined that such concept plan will neither be injurious to the neighborhood nor otherwise detrimental to the public welfare



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

SECTION 1 The City Council of the City of Palm Bay hereby repeals Resolution Nos 2011 38 and 2016-07 enacted on September 15 2011 and February 4 2016 respectively, in their entirety, and grants Preliminary Planned Development Concept Plan approval in RAC (Regional Activity Center District) zoning to Emerald Investment Holdings LLC, which combines the two (2) previously approved Regional Activity Center (RAC) Concept Plans into one (1) single planned development to be known as "Emerald Lakes" which properties are legally described in Exhibit "A", attached hereto, and made an integral part of this resolution

SECTION 2 The concept plan is granted subject to the applicant complying with the following

- 1) Development of Final Development Plans in conformance with the application submitted for Concept Plan approval with all supplementary data attached
- 2) The Land Development Division Staff Report which is by reference incorporated herein as Exhibit "B
- 3) All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules regulations and statutes

SECTION 3 The concept plan must be commenced within two (2) years from the effective date of this resolution. Commencement shall mean the approval of one or more phases of the Final Development Plan by City Council. Failure to obtain such approval within two (2) years shall void the concept plan unless extensions have been granted by the City Council.

SECTION 4 This resolution shall take effect immediately upon the enactment date

City of Palm Bay, Florida Resolution No 2018-55 Page 2 of 3

This resolution was duly enacted at Meeting No 2018-26 of the City Council of the

City of Palm Bay, Brevard County, Florida, held on October 18, 2018

ATTEST

William Capote, MAYOF

Terese M

Applicant Emerald Investment Holdings LLC

Case No. PD-17 2018

cc 10 19-18 Brevard County Recording

Applicant Case File Exhibit "A"

LEGAL DESCRIPTION

6 PARCELS OF LAND SITUATED IN SECTIONS 1, 2, 3, 10, 11 AND 12, TOWNSHIP 30 SOUTH, RANGE 37 EAST IN BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

PARCEL 1

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA, THENCE RUN N89°55'05"E A DISTANCE OF 659.99, THENCE S01°06'06"E A DISTANCE OF 1280.53 FEET THENCE S89°43'42"E A DISTANCE OF 329 77 FEET THENCE RUN NO1°05'23"W A DISTANCE OF 1282.56 FEET THENCE RUN N89°55'05"E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 A DISTANCE OF 1649.98 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 2 TOWNSHIP 30 SOUTH, RANGE 37 EAST; THENCE RUN N89°55'18"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 2 A DISTANCE OF 2555.70 FEET TO THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 95: THENCE RUN \$13°03'20"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 3500.33 FEET TO THE INTERSECTION WITH THE NORTH LINE OF INTERCHANGE PARCEL 101 DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932 AND ST JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 171, THENCE RUN S09°03'35"E ALONG SAID NORTH LINE A DISTANCE OF 518.51 FEET THENCE RUN SO3 30'59"E A DISTANCE OF 168.84 FEET, THENCE RUN SO0°29'36"E A DISTANCE OF 196.60 FEET; THENCE RUN S00°58'01"W A DISTANCE OF 157.82 FEET THENCE RUN S08°52'16"W A DISTANCE OF 393.34 FEET THENCE RUN S13°03'20"E A DISTANCE OF 313.63 FEET THENCE RUN S31°56'46"W A DISTANCE OF 141.42 FEET: THENCE RUN S76°56'47"W A DISTANCE OF 2763.58 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1402.00 FEET THENCE RUN NORTHWESTERLY A DISTANCE OF 1060.52 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43 20'26" AND HAVING A CHORD WHICH BEARS N81 23'01 W A DISTANCE OF 1035.42 FEET TO A POINT OF INTERSECTION WITH A TANGENT LINE, THENCE RUN N59 42'48"W A DISTANCE OF 1081.00 FEET TO THE SOUTH LINE OF SAID SECTION 3. THENCE S89 42'39"E A DISTANCE OF 1369.88 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 3 TOWNSHIP 30 SOUTH, RANGE 37 EAST; THENCE S89°42'59"E A DISTANCE OF 657.82 FEET: THENCE NO1°00'06"W A DISTANCE OF 1300.35 FEET; THENCE N89°40'28"W A DISTANCE OF 658.49 FEET, THENCE N89°32'33"W A DISTANCE OF 1317 05 FEET, THENCE N01 04'42"W A DISTANCE OF 1304.74 FEET, THENCE N89°22'27"W A DISTANCE 1318.24 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 3, THENCE NOT 07'32"W A DISTANCE OF 2552.94 FEET TO THE POINT OF BEGINNING

TOGETHER WITH

PARCEL 2

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 95 AND THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES). THENCE N89°40'36"W ALONG AFOREMENTIONED NORTH LINE A DISTANCE OF 6827.92 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF AFOREMENTIONED SECTION 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST, THENCE N01°29'54"W ALONG SAID WEST LINE 2548.89 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 10; THENCE S89°42'39"E A DISTANCE OF 852.49 FEET TO A POINT OF INTERSECTION WITH A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2798.00 FEET ON THE SOUTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533 PAGE 171 AND INTERCHANGE PARCEL 101 DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932, THENCE RUN SOUTHEASTERLY A DISTANCE OF 161.80 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL

LEGAL DESCRIPTION

ANGLE OF 03°18'48" AND HAVING A CHORD WHICH BEARS S61 22'12"E A DISTANCE OF 161 78 FEET TO A POINT OF INTERSECTION WITH A TANGENT LINE, THENCE RUN S59°42'48"E A DISTANCE OF 1273.83 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1602.00 FEET. THENCE RUN SOUTHEASTERLY A DISTANCE OF 1211.81 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°20'26" AND HAVING A CHORD WHICH BEARS S81°23'01"E A DISTANCE OF 1183.12 FEET TO A POINT OF TANGENCY, THENCE RUN N76°56'47"E A DISTANCE OF 2776.03 FEET; THENCE RUN S58°03'06"E A DISTANCE OF 158.98 FEET, THENCE RUN S13°03'35"E A DISTANCE OF 103.60 FEET; THENCE RUN S27 21'19"E A DISTANCE OF 646.10 FEET, THENCE RUN S23 50'26"E A DISTANCE OF 174.39 FEET, THENCE RUN S13°03'35"E A DISTANCE OF 684.89 FEET, THENCE RUN N76°56'25"E A DISTANCE OF 75.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 95, THENCE RUN S13°03'33"E A DISTANCE OF 763.16 FEET TO THE POINT OF BEGINNING

PARCEL 3

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 1 TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA, THENCE RUN S00°12'10"W A DISTANCE OF 5255.24 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 1 THENCE RUN SO1°39'31"E A DISTANCE OF 2240.34 FEET TO THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES), THENCE RUN S87°06'07"W ALONG THE NORTH LINE OF SAID CANAL A DISTANCE OF 95.39 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2900.00 FEET ON THE NORTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 202, THENCE RUN NORTHWESTERLY A DISTANCE OF 162.03 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03 12'04 AND HAVING A CHORD WHICH BEARS NO3°15'34"W A DISTANCE 162.01 FEET, THENCE RUN NO1 39'31"W A DISTANCE OF 1223.63 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1532.00 FEET, THENCE RUN NORTHWESTERLY A DISTANCE OF 2711.15 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°23'42" AND HAVING A CHORD WHICH BEARS N52°21'23"W FOR A DISTANCE OF 2370.96 FEET TO A POINT OF TANGENCY. THENCE RUN S76°56'47"W A DISTANCE OF 595.55 FEET: THENCE RUN S85°19'23"W ALONG SAID NORTH RIGHT OF WAY LINE, ALSO THE NORTH LINE OF INTERCHANGE PARCEL 102 DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 103 A DISTANCE OF 307.45 FEET, THENCE RUN S80°45'39"W ALONG SAID NORTH LINE A DISTANCE OF 467.93 FEET; THENCE RUN N78 15'58"W A DISTANCE OF 398.01 FEET, THENCE RUN N36 19'13"W A DISTANCE OF 398.02 FEET, THENCE RUN N15°09'26"W A DISTANCE OF 1542.67 FEET, THENCE RUN S76 56'40 W A DISTANCE OF 11.84 FEET TO THE EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 95, THENCE RUN N13°03'02 W ALONG THE AFOREMENTIONED EAST RIGHT OF WAY LINE A DISTANCE OF 3088.34 FEET: THENCE N89°55'28"E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 2 TOWNSHIP 30 SOUTH, RANGE 37 EAST, A DISTANCE OF 2419.70 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED SECTION 2, THENCE N89°58'04"E A DISTANCE OF 2637.51 FEET TO THE POINT OF BEGINNING

PARCEL 4

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 95 AND THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES), THENCE RUN N13°03'35"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1071.80 FEET TO THE HAUL ROUTE FROM BORROW PIT NO 5, THENCE RUN S89°42'06"E A DISTANCE OF 1274.48 FEET; THENCE RUN N00°17'54"E A DISTANCE OF 800 FEET. THENCE RUN N89°42'06"W A DISTANCE OF 800 FEET; THENCE RUN S00°17'54"W A DISTANCE OF 750 FEET THENCE RUN N89°42'06"W A DISTANCE OF 404.43 FEET TO THE SOUTH LINE OF LEGAL DESCRIPTION

INTERCHANGE PARCEL 102 DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 103, THENCE RUN NO2°23'20"W ALONG SAID SOUTH LINE A DISTANCE OF 120.18 FEET, THENCE RUN N11 14'49"E A DISTANCE OF 352.17 FEET. THENCE RUN N18°00'57"E A DISTANCE OF 415.68 FEET. THENCE RUN N25°12'14"E A DISTANCE OF 130.81 FEET: THENCE RUN N13°33'28"E A DISTANCE OF 210.54 FEET: THENCE RUN N13°03'35"W A DISTANCE OF 240.15 FEET: THENCE RUN N31°57'06"E A DISTANCE OF 141.43 FEET, THENCE RUN N76°56'46"E A DISTANCE OF 760.74 FEET; THENCE RUN N76°56'48"E ALONG PREVIOUSLY MENTIONED SOUTH LINE, ALSO THE SOUTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 202 A DISTANCE OF 455.97 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1332.00 FEET; THENCE RUN SOUTHEASTERLY A DISTANCE OF 2357.21 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°23'42" AND HAVING A CHORD WHICH BEARS S52°21'23 E A DISTANCE OF 2061.44 FEET: THENCE RUN SO1 39'31"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1223.63 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3100.00 FEET, THENCE RUN SOUTHEASTERLY A DISTANCE OF 166.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'29" AND HAVING A CHORD WHICH BEARS S03°11'46"E A DISTANCE OF 166.33 FEET TO THE NORTH LINE OF AFOREMENTIONED SOTTILE CANAL, THENCE RUN S87°06'07" W ALONG SAID NORTH LINE A DISTANCE OF 284.41 FEET, THENCE RUN S83°04'26"W A DISTANCE OF 2084.05 FEET; THENCE RUN N89°19'58"W A DISTANCE OF 655.41 TO THE AFOREMENTIONED EAST RIGHT OF WAY LINE AND THE POINT OF BEGINNING

PARCEL 5

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 12 TOWNSHIP 30 SOUTH RANGE 37 EAST BREVARD COUNTY FLORIDA, THENCE RUN S89°49'46"E A DISTANCE OF 124.66 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE SOTTILE CANAL (WIDTH VARIES) AND POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, THENCE RUN N83°04'26"E ALONG SAID SOUTH LINE A DISTANCE OF 1824.85 FEET, THENCE RUN N87°06'07"E A DISTANCE OF 288.56 FEET TO THE WEST RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 202 AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3100.00 FEET THENCE RUN SOUTHEASTERLY A DISTANCE OF 244.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°31'36" AND HAVING A CHORD WHICH BEARS \$10°08'41"E A DISTANCE OF 244.85 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, THENCE RUN N89°49'46"W A DISTANCE OF 2142.86 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 30 SOUTH RANGE 37 EAST BREVARD COUNTY FLORIDA, THENCE RUN N89 49'46"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF AFOREMENTIONED SECTION 12 A DISTANCE OF 40.35 FEET TO A POINT OF INTERSECTION WITH A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2900.00 FEET, THENCE RUN NORTHWESTERLY A DISTANCE OF 256.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°03'55" AND HAVING A CHORD WHICH BEARS N10°45'31"W A DISTANCE OF 256.29 FEET TO THE SOUTH LINE OF THE SOTTILE CANAL (WIDTH VARIES), THENCE RUN N87°06'07"E ALONG SAID SOUTH LINE A DISTANCE OF 80.88 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, THENCE RUN S01°39'31"E A DISTANCE OF 256.11 FEET TO THE POINT OF BEGINNING

EXHIBIT 'A'

LEGAL DESCRIPTION

THE WEST ½ OF SECTION 1, THE EAST ½ OF SECTION 2 LYING EASTERLY OF SAID INTERSTATE 95, THE NORTH ½ OF SECTION 11 LYING EASTERLY OF SAID INTERSTATE 95, AND THE NORTHWEST ¼ OF SECTION 12 LESS AND EXCEPT THAT PORTION OF A STRIP OF LAND 200 FEET IN WIDTH CONSTITUTING THE MAIN CANAL OF THE SAN SEBASTIAN DRAINAGE DISTRICT LYING IN SECTIONS 11 AND 12, ALSO LESS AND EXCEPT BORROW PIT NO 5 AND HAUL ROUTE FROM BORROW PIT NO 5 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BORROW PIT NO 5 A PARCEL OF LAND IN THE NORTHWEST ½ OF SECTION 12 AND NORTHEAST ¼ OF SECTION 11 TOWNSHIP 30 SOUTH RANGE 37 EAST MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCE ON THE NORTH BOUNDARY OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 37 EAST AT A POINT 1394.41 FEET WEST FROM THE NORTHEAST CORNER THEREOF RUN S 13°05′20″ E 1550.05 FEET, THENCE S 89°43′50″ E 628.67 FEET TO THE **POINT OF BEGINNING**, CONTINUE S 89°43′50″ E 800 FEET, THENCE N 00°16′10″ E 800 FEET, THENCE N 89°43′50″ W 800 FEET; THENCE S 00°16′10″ W 800 FEET TO THE **POINT OF BEGINNING**, AND

HAUL ROUTE FROM BORROW PIT NO 5 THAT PART OF NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 30 SOUTH RANGE 37 EAST LYING EASTERLY OF THE RIGHT OF WAY FOR INTERSTATE HIGHWAY NO 95 AND NORTHERLY AND WITHIN 50 FEET OF A LINE DESCRIBED AS FOLLOWS, BEGIN AT THE SOUTHWEST CORNER OF BORROW PIT NO 5 AS DESCRIBED ABOVE AND RUN N 89°42′50 W 628.67 FEET TO THE SURVEY LINE OF INTERSTATE HIGHWAY NO 95 AND THE END OF SAID LINE AS HEREIN DESCRIBED

ALL LYING AND BEING IN TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA

CONTAINING 723.06 ACRES, MORE OR LESS



Exhibit "B

LAND DEVELOPMENT DIVISION 120 MALABAR ROAD SE PALM BAY FL 32907 T 321 733-3042 F 321-953-8920

STAFF REPORT PREPARED BY

Elizabeth Beam AICP
Assistant Growth Management Director

		The state of the property of the state of th
CASE NUMBER	APPLICANT/PROPERTY OWNER	
PD-17-2018	Emerald Investment Holdings LLC	
PLANNING & ZONING BOARD HEARING DATE	PROPERTY LOCATION/ADDRESS	TO 100 30 100 100 100 100 100 100 100 100
September 5, 2018	Section 1 2 3 10 11 and 12 To	ownship 30 South Range 37 East

SUMMARY OF REQUEST

A Concept Plan to combine two Regional Activity Center (RAC) Concept Plans including properties located to the west of I 95 previously owned by Sebastian Resources 400 LP and to the east of I-95 previously owned by Brevard Landvest, LLC

EXISTING ZONING	EXISTING LAND USE	SITE IMPROVEMENTS	SITE	SURROUNDING ZONING & LAND USE N. State and County Owned Conservation Lands and Town of
RAC – Regional Activity Center	RAC – Regional Activity Center	Undeveloped	1,561 Acres	N State and County Owned Conservation Lands and Town of Grant-Valkaria Residential E: State Owned Conservation Lands and General Use (County) S Rural Residential Micco Park Village District and General Use (County) W PUD Mixed Use – Commercial and Residential and General Use (County)

PROPERTY HISTORY

A concept plan was completed for the 938-acre property located at the St Johns Heritage Parkway to the west of I-95 previously owned by Sebastian Resources 400, LP The maximum number of residential dwellings was established not to exceed 2,500 units and total non-residential square footage not to exceed 1,570,000. The approval provided for development criteria for mixed use town center workplace urban living and open space. The Future Land Use rezoning and concept plans were approved by Ordinance 2010-24 (FLU) Ordinance 2011-46 (Rezoning) and Resolution 2011 38 (Concept Plan)

A concept plan was completed for the 723-acre property located at the St. Johns Heritage Parkway to the east of I 95 previously owned by Brevard Landvest LLC. The maximum number of residential dwellings was established not to exceed 1 260 units and total non-residential square footage not to exceed 1,250,000. The approval provided for development criteria for workplace urban living and open space. The Future Land Use, rezoning and concept plans were approved by Ordinance 2010-25 (FLU). Ordinance 2016-06 (Rezoning) and Resolution 2016-07 (Concept Plan)

COMPATIBILITY with the COMPREHENSIVE PLAN

The Comprehensive Plan Future Land Use Map amendments were reviewed by the Florida Department of Economic Opportunity (fka Florida Department of Community Affairs) and all comments were addressed and incorporated prior to the approval of Ordinances 2010-24 and 2010-25

The current application does not change the stipulations of the previous approvals obtained per Resolutions 2011-38 and 2016-07 and is proposing to combine the concept plans for the two properties into one overall concept plan

COMPATIBILITY	with the	CODE OF	ORDINANCES

The current application does not change the zoning previously obtained for the two properties per Ordinances 2011-46 and 2016-06 The application is consistent with the standards for Regional Activity Centers (RAC)

STAFF RECOMMENDATION	TRANSMIT -	APPROVE 🛛	APPROVE WITH CONDITIONS	DENY 🗆

ANALYSIS

- 1 Concept plan approval was previously approved for the development known as Emerald City The approval was granted subject to the
 - Development of Final Development Plans in conformance with the application submitted for Concept Plan approval with all supplementary data attached
 - Land Development Staff Report
 - All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations, and statutes
- 2 The subject property is currently undeveloped
- 3 The Future Land Use and Zoning are Regional Activity Center (RAC) No changes to either are required
- 4 This new application combines the two concept plans into one Concept Plan for Emerald Lakes a 1 561-acre Mixed use planned community located at the new Interstate 95 interchange with St Johns Heritage Parkway As a RAC Emerald Lakes is designed as a sustainable job based community with retail, medical commercial, and office uses Multigenerational and mixed residential neighborhoods are interconnected with large recreational and environmental amenities
- 5 The Emerald Lakes Concept Plan identifies residential preservation recreation and commercial (retail office medical, civic and similar) uses Acreages for each use are
 - Residential 3,760 units / 570 7 acres
 - Commercial 2,820,000 SF / 447.4 acres
 - Preservation 488.5 acres
 - Stormwater 35.3 acres
 - Road ROW 19.1 acres
 TOTAL 1,561 acres
- 6 The Emerald Lakes Community Development District (CDD) was approved by City Council on June 21 2018 Ordinance 2018 17 The CDD will deliver the community development services and facilities to the project area. The powers and functions of the CDD are outlined in the petition submitted for approval
- 7 Right-of Way and stormwater management for St Johns Heritage Parkway is being provided by Emerald Investment Holdings LLC An agreement to relocate stormwater management ponds to provide a more efficient and cost-effective system has been proposed

Page | 2

- 8 Billboard locations have been identified along Interstate 95 and St Johns Heritage Parkway consistent with Section 178 17 LDC (Shown on Emerald Lakes Overall Vehicular Pedestrian Access and Billboard Plan)
- 9 Emerald Investment Holdings, LLC will enter into an agreement to construct the necessary water distribution and wastewater collection systems as a contribution in-aid-of-construction impact fee credits and payment of connection charges as to be determined by City
- As part of the Emerald Lakes development, landscaping design and installation of the landscaping irrigation and multi use trails within St. Johns Heritage Parkway and adjacent to the property boundary will be completed by the developer Emerald Lakes POA HOA or COD will agree to maintain the landscaping and irrigation within St Johns Heritage Parkway for a period of time to be determined Parks & Recreation Impact Fee Credits to be requested
- 11 Separate Traffic Impact Studies were prepared for the previously approved Comprehensive Land Use Plan applications (July 8 2010) Transportation mitigation was negotiated, and Right-of Way contribution agreements were approved on October 16 2015 The applicant has purchased and deeded the required Right-of Way for the St Johns Heritage Parkway Right-of-Way and Interstate 95 Interchange funded \$800,000 for construction of St. Johns Heritage Parkway, \$250,000 toward environmental mitigation costs and \$382,940 for St Johns Heritage Parkway Intersection Improvements In accordance with Section 183.39, the revenues collected are for the funding of scheduled improvements in the CIP

No further traffic analysis will be required unless Emerald Lakes exceeds its approval for 3 760 residential units and 2,820 000 square feet non residential uses

Intersection and road cross sections on St Johns Heritage Parkway have been approved through the City of Palm Bay The proposed cross sections for the internal roadways will include bike lanes, bike paths, multi-use trails and golf cart access as shown on the roadway plans

- 12 Emerald Lakes will preserve over 488 acres or 30% of the project area for tree and wetland preservation. This applicant is requesting elimination of the requirement for tree surveys and tree mitigation for future development phases. The large areas identified for preservation in addition to individual final development plan applications satisfies the goal of conservation outlined in the Comprehensive Plan.
- 13 Stormwater management facilities will be constructed by Emerald Lakes and maintained by the Commercial Property Owners Association (POA), Home Owners Association (HOA) or Community Development District (CDD) The property owners within Emerald Lakes will contribute payments to a POA, HOA or CDD which will be responsible to maintain the non City owned stormwater

Page | 3

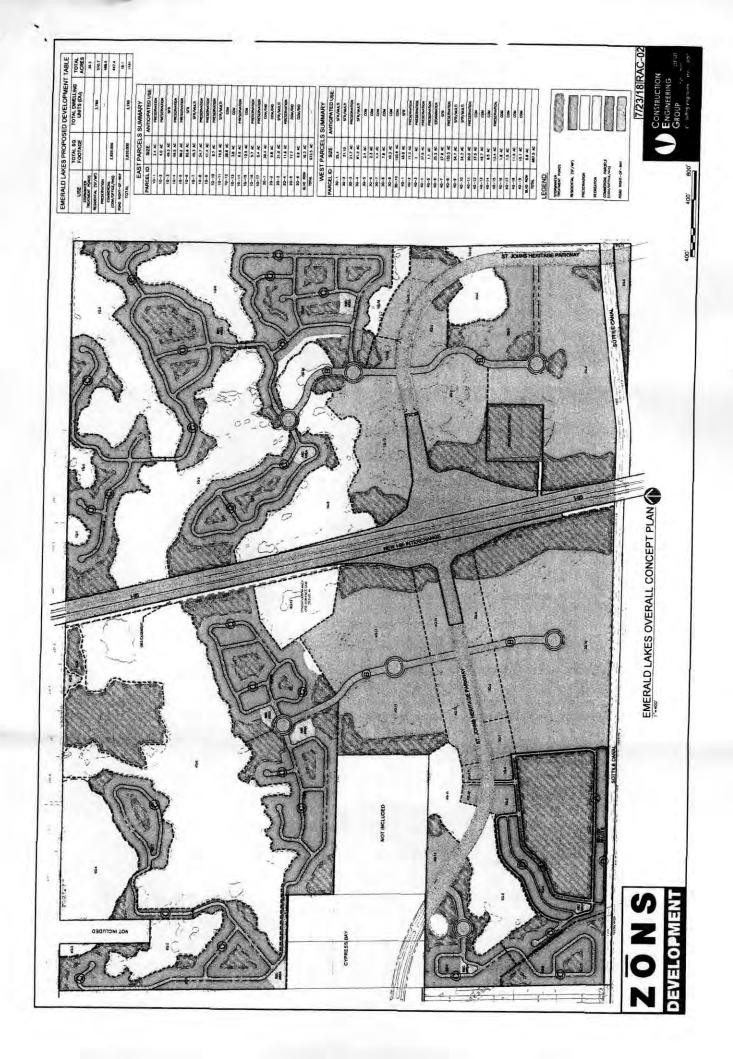
management facilities. The applicant is requesting stormwater management system user fee mitigation credits be granted in accordance with Chapter 174 of the LDC as the parcels do not discharge stormwater into the City's system and therefore they have no direct stormwater maintenance burdens

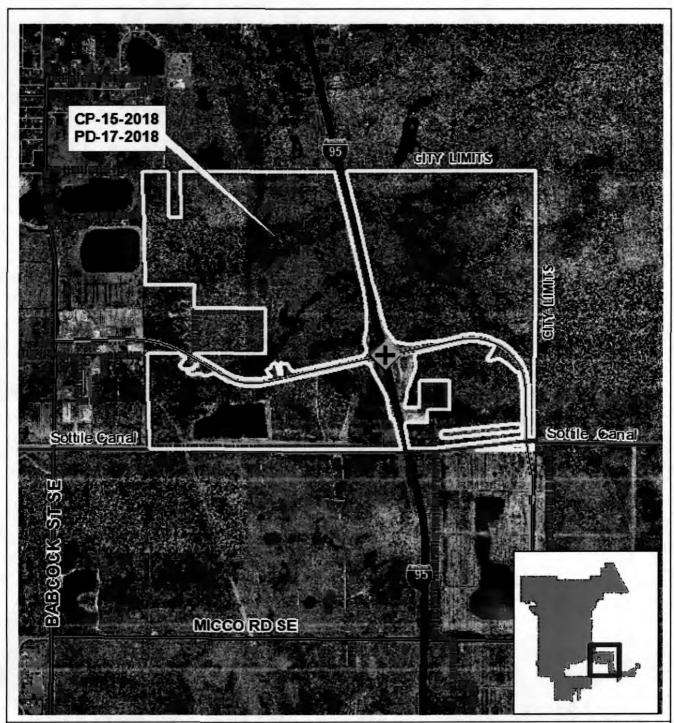
14 Wetlands will be preserved consistent with St Johns River Water Management District (SJWMD) permitting requirements with an average buffer of 25 allowing a minimum 15' without mitigation. Preservation of over 30% of the subject property and applications for wetland jurisdictional determinations are in process with the SJWMD.

STAFF RECOMMENDATION

Case PD 17 2018 is recommended for approval

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AERIAL LOCATION MAP CASE NO. CP-15-2018 / PD-17-2018

Subject Property

Emerald Lakes Development, Palm Bay FL





Map for illustrative purposes only. Not to be construed as binding or as a survey



January 23, 2019

Mr Paul Paluzzi Emerald Investment Holdings, LLC 605 S Fremont Avenue Suite B Tampa, FL 33606

Dear Mr Paluzzi

Enclosed is a certified copy of Ordinance No 2018 52 The City Council approved the ordinance at Regular Council Meeting No 2019 01, held on January 3, 2019

Also enclosed is a certified copy of Resolution No 2018-55, granting Preliminary Planned Development Concept Plan approval in order to combine the two (2) previously approved Regional Activity Center (RAC) Concept Plans into one (1) single planned development to be known as "Emerald Lakes on property located east and west of Interstate 95 in the vicinity between Grant and Micco Roads The City Council approved the resolution at Regular Council Meeting No 2018 26 held on October 18, 2018

The Preliminary Planned Development Concept Plan is conditioned upon complying with stipulations as set forth is Section 2 of the resolution There is a two (2) year time limit from the date of this resolution to submit your application for the Final Development Plan

If you should have any questions or required any additional information, please contact Mr Patrick Murphy Assistant Growth Management Director, at (321) 733-3042

Sincerel

CITY OF PALM BAY

Terese M Jones CMC City Clerk

/til

Enclosures Ordinance No 2018 52

Resolution No 2018-55

Concept Plan

Case Nos. CP-15-2018

PD 17 2018



LEGISLATIVE MEMORANDUM

TO Honorable Mayor and Members of the City Council

FROM Gregg Lynk, City Manager

DATE October 18 2018

RE Planned Development Request - Emerald Investment Holdings, LLC (Paul

Paluzzi)

Emerald Investment Holdings, LLC (Paul Paluzzi) has submitted an application to allow for a Preliminary Planned Development Concept Plan to combine two Regional Activity Center (RAC) Concept Plans including properties located to the west of I-95 previously owned by Sebastian Resources 400, LP and to the east of I-95 previously owned by Brevard Landvest, LLC The RAC development will be known as Emerald Lakes

REQUESTING DEPARTMENT

Growth Management

STAFF RECOMMENDATION

Case PD-17-2018 is recommended for approval

Planning and Zoning Board Recommendation

Approval of the request by a vote of 4 to 2.

Attachment 1) Case No PD 17 2018

1) Case NO PD 17 2016

2) Resolution

EJB/cp

EXHIBIT "D"

Master Declaration of Covenants, Conditions, Restrictions and Easements for Emerald Lakes Master Association, Inc This Instrument Prepared by: Peter Z. Skokos, Esq. NORTON, HAMMERSLEY, LOPEZ & SKOKOS, P.A. 1819 Main Street, Suite 610 Sarasota, Florida 34236

MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

EMERALD LAKES

AND

NOTICE OF ASSESSMENTS FOR EMERALD LAKES MASTER ASSOCIATION, INC.

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THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made as of the day of , 20__, by EMERALD INVESTMENT HOLDINGS, LLC, a Florida limited liability company, which declares hereby that the "Property" described in Article 2 of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I.

DEFINITIONS AND INTERPRETATION

1.1 Definitions.

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Architectural Control Committee" or "Committee" shall mean and refer to the committee of the Master Association responsible for performing the architectural review and approval functions set forth in Article 8 of this Declaration.
- (b) "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Master Association, as amended from time to time. A copy of the initial Articles of Incorporation of the Master Association is attached hereto as Exhibit "B".
- (c) "Assessments" shall mean and refer to the various forms of payment to the Master Association which are required to be made by Owners, as more particularly defined in Article 7 of this Declaration.
- (d) "Assessment Charges" means all Assessments currently owed by each Owner, together with any late fees, interest and costs of collection, including reasonable attorneys' fees.
- (e) "Board" or "Board of Directors" shall mean and refer to the duly constituted Board of Directors of the Master Association, from time to time.
- (f) "Bylaws" mean the Bylaws of the Master Association, as amended from time to time. A copy of the initial Bylaws of the Master Association is attached hereto as Exhibit "C."
- (g) "Common Property" shall mean and refer to all property designated as Common Property in any future recorded supplemental declaration or deed of conveyance; together with the landscaping and any improvements thereon, including, without limitation, all of the following if located thereon, any private roadways and pedestrian walkway areas, structures, recreational facilities, walkways, accessways, public plazas, green space, open space, conservation or preservation areas, entrance ways, signage, irrigation systems and street lights, if any, but excluding any public utility installations thereon. Without limiting

the generality of Section 1.2, in the event that Declarant determines that a particular portion of the Property is or is not Common Property hereunder (in the manner provided in said Section 1.2) such determination shall be binding and conclusive. Provided however, the foregoing list shall not be deemed to be a representation that the Declarant will provide any specific form of Common Property. In the event that the Master Association accepts an easement or similar grant over, under or through any portion of the Property or any property adjacent thereto or in the vicinity thereof, the area subject to such easement shall be deemed Common Property for the purposes of but only for the purposes of, the Master Association performing whatever duties or obligations are stated in, or implied by law with respect to such easement or other grant. Common Property may include lands which are owned by the CDD, as defined hereafter, to the extent Declarant determines that such CDD owned lands should be subject to a higher maintenance standard, with the prior written consent of the CDD.

- (h) "Community Development District" or "CDD" shall mean and refer to the Emerald Lakes Community Development District formed pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of providing certain funding of the construction, maintenance and repair of improvements serving the Emerald Lakes Community.
- (i) "Community Systems" shall mean and refer to any and all cable television, telecommunication, community intranet, internet, optic cable systems, alarm/monitoring or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures for receiving and transmitting electronic data, signals and audio or video communications, security monitoring systems, utilities (including those based on, containing or serving future technological advances not now known), together with all conduits, wires, amplifiers, towers, antennae and other apparatus and equipment for the provisions thereof, installed by Declarant or pursuant to any grant of easement or authority by Declarant within the Property and serving more than one Parcel.
 - (j) "County" shall mean and refer to Brevard County, Florida.
- (k) "Declarant" shall mean and refer to Emerald Investment Holdings, LLC, a Florida limited liability company, its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Declarant under this Declaration are independent of the Declarant's rights to control the Board of Directors of the Master Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Master Association upon the transfer of control of the Master Association.
- (1) "Declaration" means this instrument and all exhibits attached hereto, as same may be amended from time to time.
- (m) "District" means a group of Parcels or portion of the Property which have as an appurtenance thereto the right to receive additional services or are benefited by Improvements

which do not benefit or service other Parcels or portions of the Property. The Parcels or Property shall be designated as a District in a Supplemental Declaration and shall be subject to District Assessments to pay for the maintenance, repair or restoration of such Improvements or Services. If the Declarant determines to construct condominium units, such units shall constitute a District but any District Assessments may be collected and expended by the condominium association rather than the Association.

- (n) "Emerald Lakes Community" shall mean any and all land which is from time to time subjected to this Declaration, including without limitation, the Property.
- (o) "Improvements" means any Unit and any and all horizontal or vertical alterations or improvements installed or constructed on the Property including, without limitation, fountains, swimming pools, jacuzzies, private walls, fences, awnings, shutters, gates, flower boxes, landscaping, exterior lighting, outdoor ornamentation, solar panels, docks and any and all recreational structures and any ancillary structures, creation or alteration of any lake, lagoon, marsh or site grading.
- (p) "Limited Common Property" shall mean and refer to such portions of the Common Property which are intended for the exclusive use (subject to the rights, if any, of the County, the Master Association and the public) of the Owners of specific Parcels, to the exclusion of others. Unless otherwise provided specifically to the contrary, reference to the Common Property shall include the Limited Common Property.
- (q) "Lot" shall mean and refer to an individual parcel of land within the Property which is shown as an individual lot on the various site plans (or similar plans) adopted by the Declarant from time to time and, after the conveyance thereof by Declarant to an Owner other than the Declarant, the lot legally described in the deed of such conveyance.
- (r) "Master Association" shall mean and refer to EMERALD LAKES MASTER ASSOCIATION, INC., a Florida corporation not for profit.
- (s) "Member" shall mean and refer to all those Owners who are Members of the Master Association as hereinafter provided, including, without limitation, the Declarant.
- (t) "Member's Permittee" or "Member's Permittees" shall mean and refer to the following person(s) and such persons' families (provided that the Owner or other permitted occupant must reside with his/her family) and such person's guests: (i) an individual Owner(s), (ii) an officer, director, stockholder or employee of a corporate owner, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, or (v) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration. As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit.
- (u) "Mortgage" means any bona fide first Mortgage encumbering a Parcel as security for the repayment of a debt obligation.

- (v) "Mortgagee" means any bank savings and loan association or other recognized institutional lender, and insurer or guarantor of Mortgages and any holder of Mortgages in the secondary market (including without limitation, the Veteran's Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association), holding a Mortgage now or hereafter placed upon any Parcel, including Declarant, or its assignee.
- (w) "Modifications" shall mean and refer to modifications to the Improvements after a certificate of occupancy has been issued for the Improvements. With respect to Improvements which are not subject to a certificate of occupancy, including but not limited to, landscaping and painting, such Improvements, after initial installation or application thereof, shall be deemed to be Modifications.
- (x) "New Construction" shall mean and refer to Improvements prior the time a certificate of occupancy has been issued for the Improvements. With respect to Improvements which are not subject to a certificate of occupancy, including but not limited to, landscaping and painting, such Improvements, prior to installation or application thereof, shall be deemed to be New Construction.
- (y) "Parcel" means (a) any plot of land designated as a "lot" upon the recorded subdivision plat of the Property and/or all or any part of the Emerald Lakes Community, (b) any Parcels or parts of Parcels or land included in the Emerald Lakes Community which consists of recombined Parcels or a Parcel combined as hereinafter described, (c) any condominium or townhome unit, including the undivided share in the common elements or common property appurtenant thereto or (d) any legally described parcel of land which is owned by a single person or entity and developed for an apartment complex. References to a Parcel shall also include any Improvements constructed thereon, unless specifically noted to the contrary.
- (z) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel situated upon or within the Property.
- (aa) "Permits" means the permits, easements, and other approvals secured from various governmental agencies and regulatory bodies which govern the development of the Property including, without limitation, the Permits issued by the Florida Department of Environmental Regulation, the Florida Department of Natural Resources, Water Management District, the Army Corps of Engineers, and the Florida Department of Transportation.
- (bb) "Plat" shall mean and refer to the recorded survey of any portion of the Property which is made and recorded in accordance with Chapter 177, Florida Statutes.
- (cc) "Property" shall mean and refer to all properties described in <u>Exhibit "A"</u> attached hereto and made a part hereof, and all additions thereto, now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures set forth in this Declaration.
- (dd) "Stormwater Management System" shall mean a system which is designed, constructed or implemented to control discharges which are necessitated by rainfall

events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution or to otherwise affect the quality and quantity of discharge from the system as permitted pursuant to Chapter 40C-4, 40C-40, or 40C-42, Florida Administrative Code.

- (ee) "Sub-Association" shall mean any association created or to be created to administer specific portions of the Property and Common Property or common elements lying within such portions pursuant to a declaration of condominium or declaration of covenants and restrictions affecting such portions.
- (ff) "Supplemental Declaration" shall mean and refer to an instrument executed by the Declarant (or the Master Association, if permitted by Section 2.4 hereof) and recorded in the Public Records of the County, for the purpose of adding to the Property, withdrawing any portion(s) thereof from the effect of this Declaration, designating a portion of the Property as a Common Property hereunder or for such other purposes as are provided in this Declaration.
- (gg) "Turnover" shall mean and refer to the date upon which Declarant transfers control of the Master Association pursuant to the Articles.
- (hh) "Unit" shall mean and refer to any dwelling unit constructed on a Lot or any condominium dwelling unit in any condominium building that may be erected on any parcel of land within the Property or any apartment unit (whether attached, detached, single family or multi-family), which land is designated by Declarant by recorded instrument to be subject to this Declaration (and to the extent Declarant is not the Owner thereof, then by Declarant joined by the Owner thereof).

1.2 Interpretation.

The provisions of this Declaration as well as those of the Articles, Bylaws and any rules and regulations of the Master Association shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal counsel to the Master Association, or the counsel having drafted this Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles, Bylaws and the Rules and Regulations of the Master Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Master Association and the Property, the preservation of the values of the Parcels and the protection of Declarant's rights, benefits and privileges herein contemplated.

ARTICLE 2.

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS AND WITHDRAWALS

2.1 <u>Legal Description.</u>

The initial real property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County, and is more particularly described in Exhibit "A" attached hereto and made a part hereof, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as the "Property" at the time of recording this Declaration. The initial real property is owned by Declarant.

2.2 Withdrawal.

Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property (including, without limitation, Lots, Units, Common Property and/or Limited Common Property) then owned by the Declarant or its affiliates or the Master Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Property desired to be effected by the Declarant; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property. Further, Declarant reserves the right to amend this Declaration unilaterally prior to Turnover, and after Turnover, by the Master Association, without the joinder and consent of any other Owner, to remove any portion of the Property intended to be conveyed to the County or the CDD. All Owners, by acceptance of a deed to or such other conveyance of their Parcels shall be deemed to have automatically consented to any such Supplemental Declaration.

2.3 <u>Common Property.</u>

In the event of any doubt, conflict or dispute as to whether any portion of the Property is or is not a Common Property under this Declaration, the Declarant may, without the consent of the Master Association or then existing Owners, record in the public records of the County, a Supplemental Declaration resolving such issue and such Supplemental Declaration shall be dispositive and binding. After the Declarant no longer owns any portion of the Property, the Master Association may, without the consent of the existing Owners, record the aforesaid Supplemental Declaration, which shall have the same dispositive and binding effect. Notwithstanding the foregoing, no Supplemental Declaration may change the common elements of a condominium.

2.4 <u>Lands Owned by Others.</u>

From time to time the Declarant may permit lands to be annexed which are owned by other persons. Any declaration or Supplemental Declaration which subjects lands owned by other persons, may be annexed provided that the Owner of such land and the Declarant consent to such annexation. All Owners, by acceptance of a deed to or such other conveyance of their Parcels shall be deemed to have automatically consented to any such Supplemental Declaration.

ARTICLE 3.

MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION

3.1 <u>Membership.</u>

Every person or entity who is a record Owner of a fee interest in any Parcel shall be a mandatory Member of the Master Association which membership shall be appurtenant to, and not be separated from title to a Parcel. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Master Association.

- 3.2 Voting Rights. The Master Association shall have two (2) classes of voting membership:
- (a) <u>Class A.</u> Class A Members shall be all those Owners of any Lot or Unit, with the exception of the Declarant (as to Declarant, as long as the Class B Membership shall exist, the Declarant shall not be a Class A Member, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot or Unit in which they hold the interests required for membership, which vote shall be cast in accordance with the procedures set forth in the Articles and these Bylaws of the Master Association.
- (b) <u>Class B.</u> The Class B Member shall be Declarant. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time on behalf of the Class A Members. The Class B membership shall cease and terminate when all of the Lots and Units ultimately to be included within the Property have been sold and conveyed by Declarant (or its affiliates) or sooner at the sole election of Declarant (whereupon the Class A Members shall be obligated to elect the Master Association's Board of Directors and assume control of the Master Association).

In the event that a mortgagee or other party acquires title to a Lot or Unit through foreclosure or deed in lieu of foreclosure, such party shall have the class of membership last held by the Owner of the property to which title was so acquired.

<u>Voting Rights and Procedure of Lots</u>. Notwithstanding anything contained within the Declaration to the contrary, the Class A voting rights for all Owners of Lots shall commence and be effective upon the recordation of the Plat and the Declaration, and shall continue thereafter for the duration of the existence of the Master Association.

Voting Rights and Procedure for Condominium or Cooperative Units. Notwithstanding anything contained within the Declaration to the contrary, the Class A voting rights for the Owners of all condominium and/or cooperative Units shall commence and be effective upon the issuance of either a temporary or permanent certificate of occupancy for any such condominium and/or cooperative Unit, and shall continue thereafter for the duration of the existence of the Master Association.

3.3 Powers of the Master Association.

The Association shall have all the powers, rights and duties as set forth in this Declaration and the Articles. All the powers, rights and duties of the Master Association shall be exercised by the Board of Directors, except that the Board of Directors may not act on behalf of the Master Association to:

- 1. Amend the Declaration;
- 2. Terminate the Association or this Declaration;
- 3. Elect Directors to the Board, except prior to Turnover;
- 4. Determine the qualifications, powers and duties or terms of office of Directors after Turnover.
- 5. Mortgage the Common Property.

The foregoing matters shall be subject to the approval of the Voting Members holding the requisite number of votes. Nothing contained in this section shall be deemed to require the approval of the Voting Members with respect to rights reserved to Declarant to amend the Declaration or elect the Directors to the Board prior to Turnover.

3.4 <u>Amplification.</u>

The provisions of this Article are amplified by the Association's Articles and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Declarant intends the provisions of this Declaration and the Articles and Bylaws to be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, the Declarant intends the provisions of this Declaration to control anything in the Articles and Bylaws to the contrary.

3.5 General Matters.

When reference is made herein, or in the Articles, Bylaws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members represented at a duly constituted meeting of their Voting Members voting for them (i. e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Parcels.

ARTICLE 4.

COMMON PROPERTY; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

4.1 <u>Members' Easements.</u>

Except for Limited Common Property as herein specified, each Member, and each Member's Permittee, shall have a non-exclusive permanent and perpetual easement over and upon the Common Property for the intended use and enjoyment thereof in common with all other such Members, Member's Permittees, their agents and invitees, but in such manner as may be regulated by the Master Association. Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

- (a) The right and duty of the Master Association to levy assessments against each Parcel for the purpose of maintaining the Common Property and any facilities located thereon in compliance with the provisions of this Declaration and/or as set forth on the Plats of portions of the Property from time to time recorded.
- (b) The right of the Master Association to suspend the Member's (and his Member's Permittees') right to use the Common Property recreational facilities (if any) for any period during which any assessment against its Parcel remains unpaid for more than thirty (30) days; and for a period not to exceed sixty (60) days for any infraction of this Declaration or the Master Association's lawfully adopted rules and regulations.
- (c) The right of the Master Association to charge reasonable admission and other fees for the use of any recreational facilities, owned by the Association, situated on the Common Property.
- (d) The right of the Master Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Property and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted by the Master Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.
- (e) The right to the use and enjoyment of the Common Property and facilities thereon shall extend to all Members' Permittees, subject to regulation from time to time by the Master Association as set forth in its lawfully adopted and published rules and regulations.
- (f) The right of Declarant to permit such persons as Declarant shall designate to use the Common Property and all recreational facilities located thereon (if any).
- (g) The right of Declarant and the Master Association to have, grant and use blanket and specific easements over, under and through the Common

Property. The right of the Master Association to dedicate or convey portions of the Common Property to any other association having similar functions, or any public or quasi-public agency, the Community Development District or similar entity under such terms as the Master Association deems appropriate and to create or contract with the other association, community development and special taxing districts for lighting, roads, recreational or other services, monitoring, or communications and other similar purposes deemed appropriate by the Master Association (to which such dedication or contract all Owners, by the acceptance of the deeds to their Parcels, shall be deemed to have consented, no consent of any other party, except Declarant, being necessary).

- (h) The right of the Association to mortgage the Common Property with the consent of the Owners holding two thirds of the votes cast in person or by proxy at a meeting at which a quorum is present.
- (i) The rights of the Declarant to withdraw portions of the Common Property as provided in Section 2.3 above.
- (j) The easements set forth in any recorded instrument affecting the Property subject to this Declaration.
- (k) The right of the Board of Directors of the Association to adopt rules and regulations in connection with the Property and Common Property. The initial rules are set forth in Exhibit E.
- (l) The right of the Board of Directors of the Association to enter into agreements with the Community Development District to maintain certain facilities or improvements owned by the Community Development District within the Emerald Lakes Community on such terms and conditions as the parties may reasonably agree.

4.2 Easements Appurtenant.

The easements provided in Section 4.1 shall be appurtenant to and shall pass with the title to each Parcel, but shall not be deemed to grant or convey any ownership interest in the Common Property subject thereto.

4.3 <u>Maintenance.</u>

Subject to the right of the Declarant, the Master Association shall maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Property and, to the extent not otherwise provided for, the paving, drainage structures, landscaping, improvements and other structures (except facilities which are the maintenance responsibility of the CDD, except public utilities, except Community Systems to the extent same have not been made Common Property and except the Limited Common Property designated to be maintained by Owners) situated on the Common Property, if any, all such work to be done as ordered by the Board of Directors of the Master Association. Without limiting the generality of the

foregoing, the Master Association shall assume all of Declarant's and its affiliates' responsibilities to the County, the CDD, and any other developer who may have constructed facilities which are Common Property and its and their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Property and shall indemnify and hold Declarant and its affiliates harmless, and such other developers within the Property, with respect thereto in the event of the Master Association's failure to fulfill those responsibilities. All work pursuant to this Section and all expenses incurred or allocated to the Master Association pursuant to this Declaration shall be paid for by the Master Association through assessments (either general or special) imposed in accordance herewith. The Master Association, on behalf of itself, shall have the power to incur, by way of contract or otherwise, expenses general to all or applicable portions of the Property, or appropriate portions thereof, and the Master Association shall then have the power to allocate portions of such expenses among the Master Association or Districts, based on benefit and based on such formula as may be adopted by the Master Association or as otherwise provided in this Declaration or any Supplemental Declaration. The portion so allocated to the Master Association shall be deemed a general expense thereof, collectible through its own assessments. No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Property or abandonment of the right to use the Common Property. Without limiting the generality of the foregoing, the Master Association shall assume all of Declarant's and Declarant's affiliates' and any other developer within the Property who constructs and installs facilities which are deemed Common Property responsibility to the County and their governmental and quasi-governmental subdivisions of any kind with respect to the Common Property maintained by it and shall fully indemnify and hold Declarant (and its affiliates), and such other developers within the Property the CDD and the County (and their governmental and quasi-governmental subdivisions of any kind), and the parties joining herein harmless with respect thereto.

4.4 <u>Street Lights.</u>

Except to the extent that street lights are maintained by CDD, or its successor or assign, the Master Association shall be responsible for the operation, maintenance, repair of all replacements of street lighting fixtures, installations and equipment serving the Common Property (solely or primarily) maintained by the Master Association, even if same are located within the Common Property within a District (and said fixtures, installations and equipment shall be deemed Common Property for the aforesaid purposes). In the event of doubt as to whether any particular street lighting serves the Common Property solely or primarily, the decision of the Board of Directors in such regard shall be final and conclusive.

4.5 Easements for Vehicular Traffic.

In addition to the general easements for use of the Common Property reserved herein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners of Parcels within the Property, that each and every Owner, and Declarant, shall have a non-exclusive easement appurtenant for vehicular traffic over any

private streets within the Common Property, subject to the parking restrictions set forth herein.

4.6 <u>Utility and Community Systems Easements.</u>

Use of the Common Property for utilities and Community Systems, as well as use of the other utility easements as shown on relevant Plats, shall be in accordance with the applicable provisions of this Declaration and said Plats. Declarant and its affiliates and its and their designees have reserved a perpetual easement over, upon and under the Common Property and the unimproved portions of the Parcels for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems and other utilities.

4.7 Public Easements.

Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Property in the performance of their respective duties.

4.8 Ownership of Common Property.

The Common Property from time to time designated herein or by Supplemental Declaration is hereby dedicated non-exclusively to the joint and several use, in common, of Declarant, and the Owners of all Parcels that may from time to time constitute part of the Property and all Member's Permittees and Declarant's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Master Association, subject to Section 2.3 hereof. The Common Property (or appropriate portions thereof) shall, at Declarant's sole option, be conveyed by quit claim deed (free and clear of monetary liens and encumbrances, but subject to such reserved easements as Declarant determines are necessary or convenient) to the Master Association, which shall be deemed to have automatically accepted such conveyance. Beginning from the date this Declaration is recorded, the Master Association shall be responsible for the maintenance, insurance and administration of such Common Property (whether or not then conveyed or to be conveyed to the Master Association), all of which shall be performed in a continuous and satisfactory manner without cost to the general taxpayers of the County. It is intended that any and all real estate taxes and assessments assessed against the Common Property shall be (or have been, because the purchase prices of the Parcels have already taken into account their proportionate shares of the values of the Common Property), proportionally assessed against and payable as part of the taxes of the applicable Parcels within the Property. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Property, the Master Association shall be responsible for the payment (subject to protest or appeal before or after payment) of same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date this Declaration is recorded, and such taxes shall be prorated between Declarant and the Master Association as of the date of such recordation.

Declarant and its affiliates shall have the right from time to time to enter upon the Common Property and other portions of the Property (including, without limitation, Parcels) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Property or elsewhere on the Property that Declarant and its affiliates or designees elect to effect, and to use, without charge, the Common Property and other portions of the Property for sales, displays and signs or for any other purpose during the period of construction and sale of any portion thereof or of other portions of adjacent or nearby property. Without limiting the generality of the foregoing, Declarant and its affiliates shall have the specific right to maintain upon any portion of the Property sales, administrative, construction or other offices and appropriate exclusive and nonexclusive easements of access and use are expressly reserved unto Declarant and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Property shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, Declarant shall not be liable for delays in such completion to the extent resulting from the need to complete any of the above-referenced activities prior to such completion. There shall be no absolute liability imposed on Owners from damage to Common Property in the Emerald Lakes Community.

4.9 <u>Community Systems.</u>

Declarant reserves for itself its officers, employees, agent, invites, contractors and subcontractors, successors and assigns, and grants to the Association, a perpetual nonexclusive easement for ingress and egress over, across and under the Common Property and the rights of way of all publicly dedicated streets for the installation, repair, operation and maintenance of all Community Systems. Declarant further reserves unto itself and any successors or assigns to which it assigns, in whole or in part, the rights as Declarant, to select, in its sole discretion, the service providers for any and all Community Systems to serve the Parcels as Developer may deem appropriate and further reserves the right to assign or grant to such exclusive service providers the exclusive, perpetual right to install, maintain, repair, replace and/or reconstruct all lines, equipment and facilities relating, directly, or indirectly, to such services and Community Systems, as is from time to time permitted by applicable law. The Master Association and each owner of a Parcel, by virtue of the Parcel being subjected to this Declaration, hereby consents to any such determination by Declarant, the results of which may include payment for such services pursuant to agreement through assessments levied against the Parcels. In addition, Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto, to a service provider, the Master Association or any other person or entity (including an Owner, as to any portion of a Community System located on/in his Parcel) or to continue to own such portion of the Community Systems itself. Without limiting the generality of any other provision hereof, if and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of

Declarant with regard thereto as are assigned by Declarant in connection therewith. Provided, however, that if the Master Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Common Property hereunder and the Master Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Common Property unless otherwise provided by Declarant. Any conveyance, transfer, sale or assignment made by Declarant pursuant to this Section, (i) may be made with or without consideration, which consideration may be retained by the Declarant), (ii) shall not require the consent or approval of the Master Association or any Owner and (iii) if made to the Master Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed, including without limitation the obligation to pay all applicable costs associated therewith). If the assignee is a service provider, the Declarant shall insure that service provider shall be required to provide competitive Community Services to the Property, at rates comparable or less than market rates and service charges in the aggregate for similar service providers. Provided however, the Declarant shall be entitled to receive, and shall be entitled to retain, any rebate, credit, fee or incentive relation to the installation, operation or provision of any Community System. No Owner shall avoid liability for the charges associated with the Community systems and Services by electing not to utilize the Community Systems or Services.

4.10 Re-Use Water.

At such times as re-use water is available to the Property, Declarant or Master Association will be required to use such re-use water for irrigation. All Owners hereby understand and agree that they will comply with all applicable governmental regulations and hereby indemnify and hold Declarant harmless therefrom and from any and all claims, loss, damage or liability arising from or in connection with installation, distribution and use of such re-use water.

4.11 Assignment of Rights and Obligations of Association.

It is understood and acknowledged that Declarant has formed the CDD in accordance with Florida Statutes to perform and finance certain on-site and off-site development improvements and to maintain such improvements, all as set forth in the CDD documents. In such event, Declarant and Association may, but are not obligated to, assign certain rights and duties under this Declaration relating to the Common Property to the CDD. Upon such assignment the Declarant and Association shall record in the public records of the County a Supplemental Declaration specifying these rights, duties and obligations assigned to the CDD. Further, it is understood and agreed that the Association and the governing board of the CDD may enter into such agreements for maintenance and access as permitted by applicable law.

4.12. **Effect of Dissolution of Master Association**. Notwithstanding anything in this Section, this Declaration or the Articles of Incorporation or Bylaws to the contrary, no merger, consolidation or

dissolution of the Master Association which affects Owners' easements in and to the Common Areas shall be effective without the approval of two-thirds (2/3) of the votes for each class of membership in the Master Association. Upon any such dissolution of the Master Association, its assets shall be conveyed to a similar association or appropriate public agency, having a purpose or purposes similar to those of the Master Association.

ARTICLE 5.

MAINTENANCE OF UNITS, LOTS AND PARCELS

5.1 Obligations.

Unless required to be maintained by a condominium association or other property owners association within the Property formed to maintain all or a portion of a Parcel, the Owner of a Parcel shall maintain all exterior surfaces and roofs, fasciae and soffits of the structures (including the Unit) and other improvements located on the Parcel (including driveway and sidewalk surfaces and the portion of the right of way lying between the extensions of the side Lot lines and the paving of the road as well as any portion of land lying between the Owner's Lot line and the edge of water in any lake) in a neat, orderly and attractive manner. The aforesaid maintenance shall include maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of sliding glass doors). The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the Improvements as initially constructed and otherwise improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The Owner shall clean, repaint or restain, as appropriate, the exterior portions of each Unit (with the same colors as initially used on the Unit), as often as is necessary to comply with the foregoing standards.

5.2 Right of Entry.

In addition to such other remedies as may be available under this Declaration, in the event that an Owner fails to maintain its Parcel, the Master Association shall have the right to enter upon the Parcel in question and perform such duties; provided, however, that such entry shall be during reasonable hours and only after five (5) days' prior written notice. The Owner having failed to perform its maintenance duties shall be liable to the Master Association for the costs of performing such remedial work and shall pay a surcharge of not more than thirty five percent (35%) of the cost of the applicable remedial work, all such sums being payable upon demand and to be secured by the lien provided for in Article 7 hereof. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the Master Association in its sole discretion. There is hereby created an easement in favor of the Master Association, and its applicable designees over each Parcel for the purpose of entering onto the Parcel in the performance of the work herein described, provided that the notice requirements of this Article are complied with.

ARTICLE 6.

CERTAIN USE RESTRICTIONS

6.1 Applicability.

The provisions of this Article 6 shall be applicable to all of the Property but shall not be applicable to Declarant or any of its designees or to Parcels, or other property owned by Declarant or its designees.

6.2 <u>Uses of Parcels.</u>

All Parcels (and appurtenant Common Property) shall be used for the general purposes for which they are designed and intended and at all times used, operated and maintained in accordance with applicable zoning and other requirements, conditions and restrictions applicable to same (including, without limitation, any deed or lease of the Parcel from the Declarant, as same may be amended from time to time) or Parcel owned by the Declarant may be converted for use as a road to provide access to lands within or without the Property.

6.3 Lot Resubdivision.

No Lot shall be further subdivided, replatted or separated into smaller Lots by any Owner without the prior written consent of Declarant prior to Turnover, which consent may be withheld for any reason whatsoever, and after Turnover, without the prior written consent of the Master Association, which consent may be withheld for any reason whatsoever. Provided this restriction shall not prohibit corrective deeds or similar corrective instruments. The Declarant has the right to reconfigure Lots or modify subdivision plats of the Property if Declarant owns all the land within the legal description of the Property to be subjected or if all Owners of land which is included within the portion of the Property so modified or subdivided, consent to such modification or subdivision.

6.4 Easements

Easements for the installation and maintenance of utilities and Community Systems are reserved as shown on the recorded Plats covering the Property and/or as provided herein. The appropriate water and sewer authority, electric utility company, telephone company, the Master Association, and Declarant and its affiliates, and their respective successors and assigns, shall have a perpetual easement for, but no obligation for, the installation and maintenance of all underground, of water lines, sanitary sewers, storm drains, and electric, telephone and Community System lines, cables and conduits, under and through the utility easements as shown on the Plats.

6.5 Nuisances.

Nothing shall be done or maintained on any Parcel which may be or become an annoyance or nuisance to the occupants of other Parcels. Any activity on a Parcel which interferes with television, cable or radio reception on another Parcel shall be

deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be diapositive of such dispute or question.

6.6 Oil and Mining Operation.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Property subject to these restrictions.

6.7 Parking and Vehicular Restrictions.

Parking in or on the Common Property or on any Parcel shall be restricted to the parking areas therein designated for such purpose. No person shall park, store or keep on any portion of the Common Property, Lot or Parcel any large commercial type vehicle (for example, dump truck, motor home, trailer, cement mixer truck, oil or gas truck, delivery truck, truck, van or other work vehicle which has commercial lettering on the exterior etc.), nor may any person keep any other vehicle on the Common Property, Lot or Parcel which is deemed to be a nuisance by the Board. The Committee shall promulgate rules for the parking and storage of boats, boat trailers or other water crafts, campers, trailers or other recreational vehicles. No trailer, camper, motor home or recreation vehicle shall be used as a residence, either temporarily or permanently, or parked on the Common Property, Lot or Parcel. No person shall conduct major repairs (except in an emergency) or major restorations of any motor vehicle, boat, trailer, or other vehicle upon any portion of the Common Property, Lot or Parcel. All vehicles will be subject to height, width and length restrictions and other rules and regulations now or hereafter adopted. The decision of Declarant to assign specific parking spaces within the Common Property to designated companies or persons, or for specified uses, shall be final, binding and conclusive.

6.8 Exterior Antennas.

To the extent permitted by law, no exterior antennas, satellite dishes or similar equipment shall be permitted on any portion of the Property or Improvement thereon, except that Declarant and its affiliates shall have the right to install and maintain Community Systems. In all events any antenna, satellite dish or similar equipment shall be subject to architectural control under Article 8, to the extent permitted by law.

6.9 Renewable Resource Devices.

Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Architectural Control Committee and

with such Board's approval. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Property without making the cost of the aforesaid devices prohibitively expensive.

6.10 <u>Signs.</u>

No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of a Parcel or the Common Property without the prior written consent of the Architectural Control Committee, except signs, regardless of size, used by Declarant, its successors or assigns, including builders, for advertising during the construction, sale and leasing period.

6.11 Animal Restriction.

No animals, livestock, reptiles or poultry of any kind shall be raised, bred, or kept on or in any Common Property or on or in any Parcel except four (4) dogs and (2) indoor cats. No dog, cat or other pet may run loose (unleashed) on Common Property, and pets may be walked only in areas designated for such purpose by the Master Association, if any. Specific rules and regulations which are more restrictive regarding pets may be adopted pursuant to a Supplemental Declaration or by the Association in its rules and regulations.

Provided however, the Master Association is not required to take legal action in order to enforce this provision. The Master Association may, in its sole discretion, determine to permit certain matters to be determined by and among the Owners.

6.12 Trash.

No rubbish, trash, garbage or other waste material shall be kept or permitted on Common Property except in containers located in appropriate areas, if any, and no odor shall be permitted to arise therefrom so as to render Common Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, except within an enclosed structure appropriately screened from view erected for that purpose, if any, and otherwise in accordance with the approval of the Committee.

6.13 Temporary Structures.

Except as may be used or permitted by the Declarant during periods of construction, renovation, marketing and sales, no structure of a temporary nature (including, without limitation, trailers, tents, shacks or mobile offices) shall be located or used within the Property.

6.14 Mailbox.

No mail box or paper box or other receptacle of any kind for use in delivery of mail, newspapers or magazines may be erected or located on any Parcel without the approval of the Committee.

6.15 Hazardous Materials.

No hazardous or toxic materials or pollutants shall be maintained, stored, discharged, released or disposed of on or under the Property except in strict compliance with applicable statutes, rules and regulations. Fuel or gas storage tanks or other flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used in the Property only in strict compliance with manufacturer's directions and applicable safety laws and codes.

6.16 Mobile Homes, Trailers.

Except during the period of emergency, construction and sales and marketing of the New Construction, no mobile home or trailer shall be erected or placed upon any Parcel. During the period of emergency, construction and sales and marketing of the New Construction, the erection or placement of any mobile home or trailer shall be subject to the prior written approval of Declarant, its successors and assigns, which approval may be withheld for any reason whatsoever or approved subject to conditions.

6.17 <u>Variances.</u>

The Board of Directors of the Master Association shall have the right and power to grant variances from the provisions of this Article and from the Master Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article in any instance in which such variance is not granted.

6.18 Access.

Owners shall allow the Board of Directors or the agents, contractors or employees of the Association to enter upon any Lot for the purpose of maintenance, inspection, repair or replacement of the improvements upon the Lot, or in the case of emergency, for any lawful purpose, or to determine compliance with this Declaration.

6.19 <u>Declarant Exemption.</u>

In order that the development of the Property may be undertaken and the Property established as a fully occupied community, no Owner, nor the Master Association shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of the development of the Property, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Property, as same may be expanded, may be

modified by the Declarant at any time and from time to time, without notice); or

- (b) Prevent Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures including sales and/or construction trailers as may be reasonably necessary for the conduct of its or their business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or
- (c) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from conducting on any property owned or controlled by Declarant, or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements in the Property and of disposing of Lots, Units and/or Parcels therein by sale, lease or otherwise; or
- (d) Prevent Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be initially constructed as a part of the Property; or
- (e) Prevent Declarant, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the operation of any Parcels owned by Declarant (its successors or assigns) or the sale, lease or other marketing of Lots, Units and/or Parcels, or otherwise from taking such other actions deemed appropriate; or
- (f) Prevent Declarant, or its successors or assigns from filing Supplemental Declarations which modify or amend this Declaration, or which add or withdraw additional property as otherwise provided in this Declaration; or
- (g) Prevent Declarant from modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Property.

In general, the Declarant shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any manner with Declarant's plans for construction, development, use, sale or other disposition of the Property, or any part thereof.

ARTICLE 7.

COVENANT FOR MAINTENANCE ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation for Assessments.

Except as provided elsewhere herein, Declarant (and each party joining in any Supplemental Declaration), for all Parcels now or hereafter located within the Property, hereby covenants and agrees, and each Owner of any Parcel by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Master Association annual assessments and charges for the operation of, and for payment of expenses allocated or assessed to or through the Master Association, of and for the maintenance, management, operation and insurance of the Common Property (including, without limitation if delegated to the Association, the Stormwater Management System) and the Master Association and any applicable Community Systems as provided elsewhere herein, including such reasonable reserves as the Master Association may deem necessary, capital improvement assessments, as provided in Section 7.5 hereof, special assessments as provided in Section 7.4 hereof, as may be agreed to by and between the Master Association and the CDD for the maintenance and operation of certain improvements owned by the CDD and all other charges and assessments hereinafter referred to or lawfully imposed by or on the Master Association, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular Owners and Parcels for fines, expenses incurred against particular Parcels and/or Owners to the exclusion of others and other charges against specific Parcels or Owners as contemplated in this Declaration. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Parcel against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid, except as provided in Section 7.10 below. Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

7.2 Rates of Assessments.

For the purposes hereof each Parcel which is intended to be developed with a single-family detached dwelling shall constitute one (1) Assessment Unit. In the event that apartments are developed within the Property which are leased to residents and owned by a single person or entity, the apartments shall each constitute 1/2 Assessment Unit and the Owner of the Apartment Parcel shall pay an annual assessment based upon such pro ration. In the event that fee simple attached multifamily dwellings are developed within the Property which are to be sold on a fee simple basis, each multi-family dwelling and its Owner shall be obligated to pay an amount equal to ³/₄ Assessment Unit. In the event of any dispute as to the allocation of assessments, the determination of the Board of the Master Association shall be binding and dispositive. Declarant may modify such formula with respect to future Parcels in the Supplemental Declaration bringing such Parcels under the provisions hereof in order to account for unforeseen changes in development plans and to maintain an equitable system of Assessment allocation. To the extent that Property to be developed for non-residential uses may be subjected to this Declaration, the Supplemental Declaration shall set forth the equivalent

Assessment Units for each such use. The Board of Directors shall budget and adopt assessments for the Master Association's general expenses and for those expense items associated with any Limited Common Property (which may be declared hereby or in any Supplemental Declaration by the Declarant alone, and the expenses attributable to same shall be borne solely by those persons entitled to use of the Limited Common Property, as District Assessments unless otherwise provided herein or in such Supplemental Declaration).

7.3 <u>Purpose of Assessments.</u>

The annual assessments levied by the Master Association shall be used for the purposes expressed in Section 7.1 above and for such other purposes as the Master Association shall have within its powers and from time to time elect to undertake.

7.4 Special Assessments.

In addition to the annual and capital improvement assessments which are or may be levied hereunder, the Master Association (through the Board of Directors) shall have the right to levy special assessments against an Owner(s) to the exclusion of other Owners (a) for the repair or replacement of damage to any portion of the Common Property (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his Member's Permittee ((b) for the costs of work performed by the Master Association in accordance with Article 5 of this Declaration (together with any surcharges collectible thereunder), (c) to obtain funds for a specific purpose(s) which is of a nonrecurring nature, for which no reserve funds (or inadequate reserve funds) have been collected or allocated, and which is not the appropriate subject of a capital improvement assessment. Any such special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special assessment levied hereunder shall be due within the time specified by the Board of Directors in the action imposing such assessment or may be of an ongoing nature, as provided in Article 5 hereof.

7.5 Capital Improvements.

Funds which, in the aggregate, exceed the lesser of \$50,000.00 or 10% of the total amount of the current operating budget of the Master Association in any one fiscal year which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance, including repairs and replacement per Article 10 hereof) relating to the Common Property and which have not previously been collected as reserves or are not otherwise available to the Master Association (other than by borrowing) shall be levied by the Master Association as assessments only upon approval of a majority of the Board of Directors of the Master Association and upon approval by two-thirds (2/3) favorable vote of the Members of the Master Association. The costs of any of the aforesaid work which are less than the above-specified threshold amount shall be collected as general or special assessments upon approval of a majority of the Master Association's Board of Directors.

7.6 Parcel Assessments.

The Association may, by a majority vote of the Board of Directors, from time to time, levy a Parcel Assessment against a particular Parcel and its Owner for the purpose of defraying, in whole or in part, the cost of any repairs, maintenance or restoration, as provided herein, for the construction, reconstruction and repair of such Parcel, which is caused by the acts or omissions of the Owner, or such Owner's agent, family or invitee.

7.7 <u>District Assessments.</u>

In the event the Declarant determines to provide Improvements or services which serve some Owners to the exclusion of others and therefore designate a District, these benefiting from such additional Improvements or services shall be assessed the cost thereof by the Association. The Board of Directors shall prepare a budget for such costs and shall designate the Parcels which shall be subject to payment of the District Assessments therefor.

7.8 Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for in this Article shall commence on the first day of the month next following the later of the date of (i) recordation of this Declaration or (ii) the date of the first certificate of occupancy for a Unit within the Property, but in no , and shall be applicable through December 31 of such year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31. The annual assessments shall be payable in advance in monthly installments, or in annual, semi-or quarter-annual installments if so determined by the Board of Directors of the Master Association (absent which determination they shall be payable monthly). The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, at any appropriate time during the year), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year. The due date of any special assessment or capital improvement assessment shall be fixed in the Board resolution authorizing such assessment. District Assessments shall commence as of the date set forth in the Supplemental Declaration creating the District.

7.9 <u>Duties of the Board of Directors.</u>

The Board of Directors of the Master Association shall fix the date of commencement and the amount of the assessment against the Parcels subject to the Master Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Parcels and assessments applicable thereto which shall be kept in the office of the Master Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject

thereto twenty (20) days prior to payment of the first installment thereof, except as to special assessments. In the event no such notice of the assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period; until changed in the manner provided for herein. The Master Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of Declarant) for management services, including the administration of budgets and assessments as herein provided. The Master Association shall have all other powers provided in its Articles of Incorporation and Bylaws.

7.10 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Master Association.

If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Parcel which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided herein to the contrary, the personal obligation of an Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both. If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Master Association, a late charge not greater than the amount of such unpaid installment may be imposed; provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges. Provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum). The Master Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as herein above provided for) against the Parcel on which the assessments and late charges are unpaid, may foreclose the lien against the Parcel on which the assessments and late charges are unpaid, may, to the extent permitted by applicable law then in effect, suspend the voting rights of the Owner during the period of any and all delinquencies or may pursue one or more of such remedies at the same time or successively. Attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments, late charges and interest secured by the lien. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred, whether incurred before, or at trial, on appeal, in post judgment collection or in bankruptcy, together with the costs of the action. In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current

delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Parcel whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Parcel shall be levied by the Master Association for such purpose. In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Parcel as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Parcel or the enjoyment of the Common Property until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid. Provided, however, that the provisions of this Section shall not be applicable to the mortgagees and purchasers contemplated by Section 7.12 below. All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Master Association.

It shall be the legal duty and responsibility of the Master Association to enforce payment of the assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of assessments shall not, however, relieve Owners from their obligations hereunder.

The Master Association shall have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

Unless provided for in a Mortgage on a Parcel, failure to pay assessments does not constitute a default under a Mortgage.

7.11 Subordination of the Lien

The lien of the assessments provided for in this Article shall be subordinate to real property tax liens and the lien of any first Mortgage; provided, however, that any such Mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such Mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or Mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Parcel by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Parcels subject to assessment by the Master Association, including the Parcels as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

7.12 Collection of Assessments.

In the event that at any time the collection of assessments levied pursuant hereto is made by an entity other than the Master Association, all references herein to collection (but not necessarily enforcement) by the Master Association shall be deemed to refer to the other entity performing such collection duties and the obligations of Owners to pay assessments shall be satisfied by making such payments to the applicable collecting entity. No Mortgagee shall be required to collect Assessments.

7.13 Declarant's Assessments.

Notwithstanding anything herein to the contrary, Declarant shall have the option, in its sole discretion, to (i) pay assessments on the Parcels owned by it, (ii) pay assessments only on certain designated Parcels (e.g., those under construction or those containing a Unit for which a certificate of occupancy has been issued) or (iii) not pay assessments on any Parcels and in lieu thereof fund any resulting deficit in the Master Association's operating expenses not produced by assessments receivable from Owners other than Declarant and any other income receivable by the Master Association. The deficit to be paid under option (iii), above, shall be the difference between (a) actual operating expenses of the Master Association (exclusive of capital improvement costs and reserves) and (b) the sum of all monies receivable by the Master Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Declarant may from time to time change the option under which Declarant is making payments to the Master Association by written notice to such effect to the Master Association. If Declarant at any time elects option (ii), above, it shall not be deemed to have necessarily elected option (i) or (iii) as to the Parcels which are not designated under option (ii). When all Parcels within the Property are sold and conveyed to purchasers, neither Declarant nor its affiliates shall have further liability of any kind to the Master Association for the payment of assessments, deficits or contributions.

7.14 Master Association Funds.

The portion of all regular assessments collected by the Master Association for reserves for future expenses, and the entire amount of all special and capital assessments, shall be held by the Master Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

7.15 Working Capital Contribution.

Each purchaser may be required to make a one-time working capital contribution to the Master Association as established by the Declarant or the Master Association which may be used for additional capital improvements or services which were not included in the original budget categories and may be used by the Declarant to fund the operating deficit.

7.16 Exemption from Assessment.

Lands owned in fee by the CDD or the County are exempt from assessments as set forth in this Article 7.

ARTICLE 8.

ARCHITECTURAL CONTROL; GENERAL POWERS

8.1 Members of Committee.

The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee", shall consist of at least three (3) members and not more than seven (7) members. The initial members of the Committee shall consist of persons designated by Declarant. Each of the initial members shall hold office until all Parcels and improvements planned for the Property have been constructed and conveyed (if appropriate), or sooner, at the option of Declarant. Thereafter, each new member of the Committee shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee (other than those appointed or designated by the Declarant) may be removed by the Board of Directors at any time without cause. Members of the Committee appointed or designated by the Declarant may only be removed by the Declarant. The Architectural Control Committee may be divided into two (2) committees for the purpose of approving New Construction and Modifications, at the discretion of Declarant prior to Turnover, and at the discretion of the Board of the Directors of the Master Association, subsequent to Turnover. Any rights to approve New Construction and Modifications held by Declarant, more particularly described in Section 8.3 hereafter, shall not be subject to review by the Committee.

8.2 Review of Proposed Construction.

Subject to Sections 8.3 and 8.10 below, no building, fence, wall, shed or temporary structure or other structure or improvement (including, but not limited to, landscaping, [including hedges], swimming pools, screen enclosures, hurricane protection, basketball hoops, birdhouses, other pet houses, swales, asphalting or other improvements or changes of any kind, collectively, "Improvements") shall be commenced, altered, painted, erected or maintained in the Property, nor shall any addition, change or alteration (including paint or exterior finishing) visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Committee. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby, in the locations indicated, will not be detrimental to the appearance of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and landscaping and is otherwise desirable and is in accordance with the Architectural Guidelines adopted by the Committee from time to time. Each Owner, by acceptance of a deed for any Parcel, acknowledges that Architectural Guidelines may vary among the Parcels within the Emerald Lakes Community. If the proposed construction, alterations or additions are to common elements of a condominium, said approval shall also be subject to the prior approval of the applicable condominium

association. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may charge an approval fee for such services, which may be modified from time to time. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Committee of all necessary and required plans and specifications, the Committee may postpone review of any plans submitted for approval. The Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30-day period, said plans shall be deemed approved. All work done by a Member after receiving the approval of the Committee shall be subject to the inspection by, and final approval of, the Committee in accordance with its procedural rules adopted as herein provided. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

8.3 <u>Declarant's Right to Approve Improvements.</u>

Declarant currently holds the right to approve and may reserve the right to approve in the future, as to certain Parcels within the Property, the Improvements with respect to New Construction and Modifications. During the period that Declarant holds such rights to approve the Improvements, the provisions of Section 8.2 shall not apply to such Parcels. Declarant may, from time to time, assign to the Master Association its right(s) to approve the Improvements as to New Constructions, Modifications, or both, without the joinder or consent of the Master Association or any other party.

8.4 Meetings of the Committee.

The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 8.9 hereof. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

8.5 No Waiver of Future Approvals.

The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar

proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

8.6 <u>Compensation of Members.</u>

The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, or unless engaged by the Master Association in a professional capacity.

8.7 Committee Rules.

The Committee shall adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the Committee. Such rules shall be (i) consistent with the covenants and restrictions set forth in this Declaration; (ii) published or otherwise made available to all Members and their contractors, subcontractors and other appropriate designees; and (iii) after the Declarant no longer has the right to appoint the members of the Committee, be subject to the prior approval of the Board. All rules of the Committee shall be adopted and/or amended by a majority vote thereof, provided that no amendment shall be applicable to any matter submitted to the Committee prior to the making of such amendment.

8.8 Non-Liability.

Neither the Master Association, the Board of Directors, the Committee, the Declarant nor any member thereof, nor any duly authorized representative of any of the foregoing, shall be liable to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Committee's duties hereunder. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to the Property, generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes. The approval of any proposed improvements or alterations by the Architectural Control Committee shall not constitute a warranty or approval as to, and neither the Master Association nor any member or representative of the Architectural Control Committee or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives,

Declarant and the Master Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

8.9 Variance.

The Committee may authorize variances from compliance with any of the architectural control provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) stop the Committee from denying a variance in other circumstances.

8.10 Exemptions.

Declarant and its affiliates shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by any of them and shall not be obligated to obtain Committee approval for any construction or changes which any of them may elect to make at any time. Declarant, may in its sole discretion, elect to assign its exemption hereunder to builders designated by Declarant. Lands owned in fee by the CDD or the County are exempt from the requirements of review and approval of Improvements as set forth in this Article 8.

8.11 Remedy for Violations.

In the event that any Improvement is constructed without first obtaining the approval of the Committee, or is not constructed in strict compliance with any approval given or deemed given by the Committee, or the provisions of this Article are otherwise violated, the Committee, as the authorized representatives of the Association, shall have the specific right to injunctive relief to require the Owner to stop, remove and alter any Improvements in order to comply with the requirements hereof or the Committee may pursue any other remedy available to it. In connection with this enforcement Section, the Committee shall have the right to enter into any Parcel and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure of the Committee to object to any Improvement prior to its completion shall not constitute a waiver of the Committee's right to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein for violations of this Declaration.

ARTICLE 9.

RULES; ENFORCEMENT

9.1 <u>Compliance by Owners.</u>

Every Owner and Member's Permittee shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Master Association.

9.2 Enforcement.

Failure of an Owner or his Member's Permittee to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Master Association shall have the right, to the extent permitted by applicable law then in effect as to each of (i) — (iii), (i) to suspend the rights of use of Common Property (except for legal access) of defaulting Owners, (ii) to suspend the voting rights of the defaulting Owner and (iii) impose a lien against the Lot or Parcel owned by the offending Owner for the amount of fees, costs and/or fines which may be imposed against the offending Owner. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

9.3 Fines.

In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner for failure of an Owner or his Member's Permittees to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

- (a) <u>Notice:</u> The Master Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.
- (b) <u>Hearing:</u> The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.
- (c) Amounts: The Board of Directors (if its or such panel's findings are made against the Owner) may impose fines against the Parcel owned by the Owner as follows:
- (i) Non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00) per violation:

Second non-compliance and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof (even if in the first instance): a fine not in excess of One Hundred Dollars (\$100.00) per violation not to exceed a fine in excess of One Thousand Dollars (\$1,000.00) in the aggregate.

- (ii) Provided however, to the extent that state law permits fines or aggregates to exceed those set forth herein, this Declaration shall be automatically amended to include such increase (without incorporating the statute).
- (d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.
- (e) <u>Collection of Fines:</u> Fines shall be treated as an assessment subject to the provisions for the collection of assessments, and the lien securing same, as set forth herein.
- (f) <u>Application of Proceeds:</u> All monies received from fines shall be allocated as directed by the Board of Directors.
 - (g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Master Association may otherwise be entitled to recover by law from such Owner.

9.4 Initial Rules and Regulations.

Attached to this Declaration as <u>Exhibit "D"</u> are the initial rules and regulations of the Master Association which are incorporated into this Declaration by this reference and which may be modified, in whole or in part, at any time by the Board without the necessity of recording such new or modified rules and regulations in the public records.

ARTICLE 10.

DAMAGE OR DESTRUCTION TO COMMON PROPERTY

10.1 Damage or Destruction.

Damage to or destruction of all or any portion of the Common Property shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

- (a) In the event of damage to or destruction of the Common Property, if the insurance proceeds are sufficient to effect total restoration, then the Master Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed.
- (b) If the insurance proceeds are within One Hundred Thousand Dollars (\$100,000.00) or less of being sufficient to effect total restoration of the Common Property, then the Master Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a capital special (and not capital improvement) assessment against each of the Owners in pro rata shares in accordance with the provisions of Article 7 of this Declaration.
- (c) If the insurance proceeds are insufficient by more than One Hundred Thousand Dollars (\$100,000.00) to effect total restoration of the Common Property, then by written consent or vote of a majority of the votes of each class of the Members voting at a duly noticed meeting at which a quorum is present, they shall determine, subject to Article 12 hereof, whether (1) to rebuild and restore the Common Property in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying capital improvement assessments against all Members, (2) to rebuild and restore in a way which is less expensive than replacing the Common Property in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval of the Board, to not rebuild and to retain the available insurance proceeds.
- (d) Each Member shall be liable to the Master Association for any damage to the Common Property not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Member or his Member's Permittees. Notwithstanding the foregoing, the Master Association reserves the right to charge such Member an assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Member. In the case of joint ownership of a Parcel, the liability of such Member shall be joint and several. The cost of correcting such damage shall be an assessment against the Member and may be collected as provided herein for the collection of assessments.

10.2 Condemnation.

In the event all or part of the Common Property owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such Property.

ARTICLE 11.

INSURANCE

11.1 Common Property.

The Master Association shall keep all improvements, facilities and fixtures located within the Common Property insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Master Association may deem desirable. The Master Association may also insure any other property, whether real or personal, owned by the Master Association, against loss or damage by fire and such other hazards as the Master Association may deem desirable, with the Master Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the Common Property shall be written in the name of, and the proceeds thereof shall be payable to, the Master Association. Insurance proceeds shall be used by the Master Association for the repair or replacement of the Property for which the insurance was carried. Premiums for all insurance carried by the Master Association are common expenses included in the Annual Assessments made by the Master Association.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Master Association shall contain provisions, or be accompanied by endorsements, for agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction.

All insurance policies shall contain standard mortgagee clauses, if applicable. The Master Association shall also maintain flood insurance on the insurable improvements on the Common Property in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Property or the maximum amount of coverage available under the National Flood Insurance Program, in either case if the insured improvements are located within an "A" flood zone.

11.2 Replacement or Repair of Common Property.

In the event of damage to or destruction of any portion of the Common Property, the Master Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article 11 of this Declaration.

11.3 Waiver of Subrogation.

As to each policy of insurance maintained by the Master Association which will not be voided or impaired thereby, the Master Association hereby waives and releases all claims against the Board, the Members, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

11.4 Liability and Other Insurance.

The Master Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Master Association or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and to the Master Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Master Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each Member and the Master Association and its Board of Directors and officers, from liability in connection with the Common Property, the premiums for which shall be Common Expenses and included in the assessments made against the Members. The Master Association may also obtain such other insurance as the Board deems appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board or any management company engaged by the Master Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding of anyone (compensated or not) who handles or is responsible for funds held or administered by the Master Association, with the Master Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Master Association or management company during the time the bond is in force.

11.5 "Blanket" Insurance.

The requirements of this Article may be met by way of the Master Association being an insured party under any coverage carried by the Declarant or under coverage obtained by the Master Association as long as such coverage is in accordance with the amounts and other standards dated in this Article.

ARTICLE 12. MORTGAGEE PROTECTION

12.1 Mortgagee Protection.

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

- The Master Association shall be required to make available to (a) all Owners and Mortgagees, and to insurers and guarantors of any first Mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, Bylaws and rules and regulations and the books and records of the Master Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Master Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Master Association meetings, (iii) receive notice from the Master Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the Bylaws of the Master Association, which default is not cured within thirty (30) days after the Master Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Property.
- (b) Any holder, insurer or guarantor of a Mortgage on a Parcel shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Property, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Parcel, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Master Association, and (iv) any proposed action which requires the consent of a specified number of Mortgage holders.
- (c) Any holder, insurer or guarantor of a Mortgage on a Parcel shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against any portion of the Common Property and receive immediate reimbursement from the Master Association.
- (d) Any holder, insurer or guarantor of a Mortgage on a Parcel shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Property or obtain, singly or jointly, new hazard insurance coverage on the Common Property upon the lapse of a policy and, in either case, receive immediate reimbursement from the Master Association.

ARTICLE 13. ENCROACHMENTS; EASEMENTS

13.1 Encroachment.

If (a) any portion of the Common Property (or improvements constructed thereon) encroaches upon any other portion of a Parcel; (b) any portion of a Parcel (or improvements constructed thereon) encroaches upon the Common Property; or (c) any encroachment shall hereafter occur as the result of (i) construction of any improvement; (ii) settling or shifting of any improvement; (iii) any alternation or repair to the Common Property (or improvements thereon) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any improvement or portion of the Common Property, then, in any such event, a valid easement is granted and shall exist for such encroachment and for the maintenance of the same so long as the structure causing said encroachment shall stand.

13.2 Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, Etc.

Each portion of the Parcels and the Common Property shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, utility lines, and similar or related facilities located in the Parcels and Common Property and serving such portion thereof. Each portion of the Parcels and Common Property shall be subject to an easement in favor of all other portions thereof to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, utility lines and other similar or related facilities located in such portion of the Parcels and Common Property and serving other portions thereof.

13.3 Easements of Support.

Whenever any structure included in the Common Property adjoins any structure included in any other portion of the Property, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

13.4 Construction and Sales.

The Declarant (and its agents, employees, contractors, subcontractors and suppliers) shall have an easement of ingress and egress over and across the Common Property for construction purposes and to erect, maintain, repair and replace, from time to time, one or more signs on the Common Property for the purposes of advertising the sale or lease of Lots, Units and/or Parcels.

13.5 Easements.

All easements show on the Plat and not dedicated therein are and shall remain private easements and the sole and exclusive property of the Declarant, its successors and assigns. In addition, Declarant reserves an easement 10 foot (10) in width along the front and back of each Parcel, and five foot (5) in width along the side of each Parcel for drainage and utilities and for access. The Declarant has the unrestricted right and power of alienating and releasing such easements. The Owners of the Parcels subject to easements shown on the Plat shall acquire no right, title or interest in and to any wires, cables, conduits, pipes, mains, lines or other equipment

place on, over or under the property which is subject to said easements. The Owner of any Parcel subject to any easement or easements shall not construct any improvements or structures upon said easements. In the event any Owner constructs any improvements or structures on the easement shown on the Plat, the Owner of the Parcel subject to said easement shall remove said improvements or structures upon written request of Declarant, its successors, trustees, or assigns.

ARTICLE 14.

SPECIAL COVENANTS

14.1 Preamble.

In recognition of the fact that certain special types of platting and/or construction require special types of covenants to accurately reflect the maintenance and use of the affected Parcels, the following provisions of this Article 14 shall apply in those cases where the below-described types of improvements are constructed within the Property, subject, however, to variance pursuant to this Declaration. However, nothing herein shall necessarily suggest that Declarant will or will not, in fact, construct such types of improvements nor shall anything herein contained be deemed an obligation to do so.

14.2 Condominiums and Cooperatives.

In the event that any portion of the Property is submitted to the condominium or cooperative form of ownership, then the following special provisions shall apply:

- (a) The board of directors of the condominium or cooperative association shall constitute the sub-association for such condominium or cooperative and shall have the powers set forth in the respective Declaration creating the condominiums or cooperative.
- (b) For the purposes of complying with and enforcing the standards of maintenance contained herein, the condominium/cooperative building and any appurtenant facilities shall be treated as a Unit and any other portion of the condominium/cooperative shall be treated as an unimproved portion of the Lot, with the condominium/cooperative association to have the maintenance duties of an Owner as set forth herein. The condominium/cooperative association shall also be jointly and severally liable with its members for any violation of the use restrictions set forth in this Declaration or of rules and regulations of the Master Association.
- (c) As distinguished from maintenance duties, assessments hereunder shall be levied against, and shall be secured by lien upon, each individual condominium or cooperative unit and shall be the direct obligation of the Owner thereof.

With respect to the Architectural Control Committee: (i) no condominium or cooperative association shall make any improvements or alterations on or to the Property under its jurisdiction without first having secured the approval of the Architectural Control Committee as provided herein and (ii) in the event that an individual Owner of a condominium or cooperative Unit(s) desires to make alterations to the exterior thereof, a request for the approval thereof shall

be submitted to the Architectural Control Committee as required by this Declaration, but such request shall be accompanied by evidence that the condominium or cooperative association having jurisdiction thereover has already approved same, absent which approval the Architectural Control Committee shall not consider the submission and same shall be considered timely disapproved.

ARTICLE 15.

GENERAL PROVISIONS

15.1 Duration.

The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Master Association, the Architectural Control Committee, Declarant (at all times) and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the votes in the Association subject hereto and of 75% of the Mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained. Unless this Declaration is terminated as provided herein, the Board may re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

15.2 Notice.

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Master Association at the time of such mailing.

15.3 Enforcement.

Without limiting the generality of Article 9, enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity brought by the Master Association, Declarant or any Owner against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Parcels to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

15.4 Interpretation.

The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. The terms

of this Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the marketability and desirability of the Property by providing a uniform and consistent plan for the development and enjoyment thereof.

15.5 <u>Severability.</u>

Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

15.6 Effective Date.

This Declaration shall become effective upon its recordation in the Public Records of the County.

15.7 Amendment.

In addition, but subject, to any other manner herein provided for the amendment of this Declaration, prior to Turnover, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by Declarant, for so long as it or its affiliate holds title to any Parcel affected by this Declaration; or after Turnover by an instrument signed by the President of the Master Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by at least two-thirds (2/3) of the votes of the Members represented at a duly called meeting thereof or the written approval of Members holding at least two-thirds (2/3) of the votes. Provided that so long as Declarant or its affiliates is the Owner of any Parcel affected by this Declaration, Declarant's consent must be obtained if such amendment, in the sole opinion of Declarant, affects its interests.

15.8 Conflict.

This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Master Association and said Articles shall take precedence over the Bylaws.

15.9 <u>Limitation on Master Association.</u>

Anything in this Declaration to the contrary notwithstanding, the existence or exercise of any easement, right, power, authority, privilege or duty of the Master Association as same pertains to any condominium located within the Property which would cause the Master Association to be subject to Chapter 718, Florida Statutes, or any related administrative rules or regulations, shall be null, void and of no effect to the extent, but only to the extent, that such existence or exercise is finally determined by a court or administrative hearing officer of competent jurisdiction (after all appellate rights have been exercised or waived) to subject the Master Association to said Chapter 718. It is the intent of this provision that the Master Association not be deemed to be a condominium association, nor the Common Property be deemed to be common elements of any such condominium.

15.10 Standards for Consent.

Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Declarant or its affiliates, the Master Association or the Architectural Control Committee, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Declarant or its affiliates or the Master Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Declarant or Master Association, as appropriate.

15.11 Easements.

Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Master Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Declarant and the Master Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

15.12 No Public Right or Dedication.

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Property to the public, or for any public use.

15.13 Constructive Notice and Acceptance.

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Parcel or other property located on or within the Property, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Parcel or other property

15.14 Notices and Disclaimers as to Community Systems.

Declarant, the Master Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provision of security services through any Community Systems.

DECLARANT, THE MASTER ASSOCIATION, OPERATORS AND THEIR FRANCHISEES, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO

MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DECLARANT, THE MASTER ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE DECLARANT OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every owner or occupant of property receiving security services agrees that Declarant, the Master Association or any successor, assign or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every owner or occupant of property obtaining security services through the Community Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Declarant, the Master Association, any franchisee of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 (\$250.00) U. S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, the Master Association or any franchisee, successor or designee of any of same or any Operator. Further, in no event will Declarant, the Master Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

15.15 No Representations or Warranties.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON PROPERTY, THEIR PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN

DOCUMENTS WHICH MAY BE FILED BY DECLARANT FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE LOTS, UNITS AND/OR PARCELS (WHETHER FROM THE DECLARANT OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

15.16 Assurance of Development.

The Property is subject to a planned unit development ordinance, a development order and certain other governmental or quasi-governmental regulations. Declarant makes no assurance to any Owner or Institutional Mortgagee that the Property will be developed in strict compliance with any such regulations. All site plans, development plans, advertising material and similar material developed or produced in connection with the marketing and sale of the Property is subject to change in the Declarant's sole discretion. Owners hereby waive any and all rights they have to object to changes in the plans which may be made by Declarant pursuant to this Section.

15.17 Covenants Running with The Land.

Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 15.1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the Property and with title to the Property. Without limiting the generality this Article, if any provision or application of this Declaration would prevent this Declaration from running with the Property as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the Property; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the Property as aforesaid) be achieved.

15.18 Tax Deeds and Foreclosure.

All provisions of the Declaration relating to a Lot which has been sold for taxes or special assessments survive and are enforceable after the issuance of a tax deed or upon a foreclosure of an Assessment, a certificate or lien, a tax deed, tax certificate or tax lien, to the same extent that they would be enforceable against a voluntary grantee of title before such transfer.

15.19 Legal Fees and Costs.

The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

15.20 Law to Govern.

This Declaration shall be governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial.

ARTICLE 16.

DISCLAIMER OF LIABILITY OF MASTER ASSOCIATION

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE MASTER ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE MASTER ASSOCIATION (COLLECTIVELY, THE "MASTER ASSOCIATION DOCUMENTS"), THE MASTER ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, **CONTRACTORS** SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

- (a) IT IS THE EXPRESS INTENT OF THE MASTER ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE MASTER ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;
- (b) THE MASTER ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES AND
- (c) ANY PROVISIONS OF THE MASTER ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE MASTER ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS PARCEL) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE

AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS. CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE MASTER ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE MASTER ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "MASTER ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE MASTER ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF DECLARANT, WHICH SHALL BE FULLY PROTECTED HEREBY.

ARTICLE 17.

STORMWATER MANAGEMENT SYSTEM

17.1 Blanket Easement.

The plan for the development of the Property includes the construction of a Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, and berms across the rear of certain Parcels and access easements to the Stormwater Management System as shown on the Plat. Declarant hereby reserves for itself, its successors and assigns, and grants to the Master Association and its designees and the CDD a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property. The obligations set forth herein as to the Stormwater Management Systems shall be vested in the CDD. Portions of the Stormwater Management System are located entirely within Parcels. The Master Association and CDD are hereby granted an easement over any Parcels which is necessary or convenient for the Master Association and/or the CDD to perform its maintenance obligations hereunder, provided however, such easement shall be released with respect to any portion of the Parcels on which an approved Improvement is constructed and located.

17.2 Maintenance Easement.

The Declarant, Master Association and the CDD is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System and over any portion of a Parcel which is a part of the Stormwater Management System, or upon which a portion of the Stormwater Management System is located to operate, maintain, and repair the Stormwater Management System as required by the governing Water Management District ("WMD") permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed along the rear of any Parcels as part of the Stormwater Management System, or take any other action reasonably necessary, following which Declarant, CDD or the Master Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Declarant, CDD or the Master Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Declarant, CDD or the Master Association shall give reasonable notice of its intent to take such action to all a ffected

Owners, unless, in the opinion of Declarant, CDD or the Master Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Declarant, CDD or the Master Association and shall not be construed to obligate Declarant, CDD or the Master Association to take any affirmative action in connection therewith. The Owners of Parcels adjacent to or containing a portion of the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas.

17.3 Maintenance.

Except as specifically set forth herein to the contrary, the CDD shall be responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the WMD, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance and other stormwater management capabilities as permitted by the WMD.

The CDD shall maintain and control the water level and quality of the Stormwater Management System; the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The CDD shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easements. The Owners of Parcels adjacent to or containing any portion of the Stormwater Management System, shall maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) irrespective of ownership of such land, keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner and to prevent erosion and shall remove trash and debris as it may accumulate in the Stormwater Management System, from time to time. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance or other surface water capabilities as permitted by the WMD. Any repair or reconstruction of the Stormwater Management System shall be consistent with the Permits as originally issued or any modification that may be approved by the WMD. In order to provide adequate assurance that the Stormwater Management System will adequately function, the following maintenance procedures shall be followed:

- (a). The CDD shall inspect or cause to be inspected all inlets and control structures for vandalism, deterioration or accumulation of sand and debris.
- (b). The CDD shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.
- (c). The CDD shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.

(d). The CDD shall maintain any and all water pumps which are installed in compliance with the Permits and which assure that waters from the Stormwater Management System are properly pumped to permitted wetlands.

17.4 <u>Improvements</u>.

No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Stormwater Management System without the prior written consent of the CDD and the Master Association and the approval of the Committee or Declarant, which consent or approval may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the CDD and the Master Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration. All improvements to the Stormwater Management System may also require the prior written approval of the WMD. After receiving the approval of the Committee, Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such Improvements.

17.5 Use and Access.

Declarant, the CDD and the Master Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Declarant, CDD or the Master Association, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Declarant, CDD and the Master Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Declarant, CDD and the Master Association. Only Declarant, CDD and the Master Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use.

17.6 <u>Liability.</u>

NEITHER DECLARANT, CDD NOR THE MASTER ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DECLARANT, CDD AND THE MASTER ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DECLARANT, CDD, THE MASTER ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-

GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

17.7 Conservation Areas.

"Conservation Area" or "Conservation Areas" shall mean and refer to all of such areas designated as such on any Plat.

The Conservation Areas are hereby declared to be subject to a Conservation Deed Restriction in favor of the Declarant, its successors and assigns, for the purpose of retaining and maintaining the Conservation Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this, each of the following uses of the Conservation Areas are hereby prohibited and restricted without the prior written consent of the WMD, to-wit:

- (a). The construction, installation or placement of signs, buildings, fences, walls, road or any other structures and improvements on or above the ground of the Conservation Areas; and
- (b). The dumping or placing of <u>yard trash</u>, soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and
- (c). The removal or destruction of trees, shrubs or other vegetation from the Conservation Areas; and
- (d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substances in such a manner as to affect the surface of the Conservation Areas; and
- (e) Any use which would be detrimental to the retention of the Conservation Areas in their natural condition; and
- (f) Acts or uses detrimental to such retention of land or water areas. The Conservation Areas hereby created and declared shall be perpetual.
- (g) All of a portion of the Property is located within a "smoke corridor" that originates from use of prescribed fire as a management tool on adjacent and nearby conservation lands. Management techniques, including mechanical treatments and prescribed fires, are necessary tools for maintaining the ecosystem integrity on these properties. Natural resource managers of these conservation lands will continue to use prescribed fire for land management to sustain existing communities and to reduce fuel loads that may otherwise lead to catastrophic wildfires that not only affect wildlife but threaten human life and property. FWC staff recommends that the applicants include provisions in any homeowners' association or covenant documents that inform future residents that prescribed burning is an acceptable practice for natural resource

management and that the area is withing a "smoke corridor" or smoke shed. Developers of lands within two (2) miles of native habitat managed by fire may wish to consider Florida Forest Service Firewise communities recommendations at https://www.fdacs.gov/Divisions-Offices/Florida-Forest-Service/For-Communities/Firewise-USA.

The Declarant, its successors and assigns, CDD and the WMD shall have the right to enter upon the Conservation Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Declarant, and all subsequent owners of any land upon which there is located any Conservation Area shall be responsible for the periodic removal of trash and other debris which may accumulate on such parcel.

17.8 Upland Buffers and Vegetative Natural Buffers.

There may be areas designated on Plats as "Upland Buffers" or "Vegetative Natural Buffers". All such areas must be maintained in a natural state. No trees or other vegetation can be removed unless approved by the Committee, and if necessary, the WMD.

17.9 Rights of the WMD.

Notwithstanding any other provisions contained elsewhere in this Declaration, the WMD shall have the rights and powers enumerated in this Section. The WMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the WMD. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without the prior written approval of the WMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the WMD. In the event that the Master Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System must be assigned to and accepted by an entity approved by the WMD.

17.10 Indemnity.

Declarant may be required to assume certain duties and liabilities for the maintenance of the Stormwater Management System or drainage system within the Property under the Plat, permits, or certain agreements with governmental agencies. The CDD or the Master Association further agree that subsequent to the recording of this Declaration, the applicable party shall hold Declarant harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Stormwater Management System occasioned in whole or in part by any action, omission of the Master Association, CDD or their agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Declarant, its successors or assigns. Upon completion of construction of the Stormwater Management System or drainage system, Declarant shall assign all its rights, obligations and duties thereunder to the Master Association or the CDD. The Master Association shall assume all such rights, duties and liabilities and shall indemnify and hold Declarant harmless therefrom.

17.11 Declarant's Rights.

Declarant, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown in the Plat of the Property or described herein, (ii) to Plat or replat all or any part of the Property owned by Declarant, and (iii) to widen or extend any right of way shown on any Plat of the Property or convert a Lot to use as a right of way, provided that Declarant owns the lands affected by such change. Owners of Parcels subject to easements shown on any Plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Parcels subject to any easements shall not construct any improvements on the easement areas, alter the flow or drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscape items upon written request of Declarant, the Master Association, or the grantee of the easement.

Signature/Notary page follows

EXECUTED as o	of the date first abov	e written.
		DECLARANT
Witnessed by:		Emerald Investment Holdings, LLC
Print Name:		Print Name:
		(Corporate Seal)
Print Name:		
STATE OF) ss:	
COUNTY OF)	
		cknowledged before me this day of, 20, by of Emerald Investment Holdings, LLC, on behalf of the company.
He/she is personally l	known to me or produce	d
		Notary Public – State of

CONSENT OF MORTGAGEE

	t certain Mortgage, Assignment of Rents and Leases and ecords Book, Page, all of the current public
records of County, Flor	ida ("Mortgage") and hereby consents to the recording of
the Declaration of Covenants, Conditions	, Restrictions and Easements forand
subordinates the lien of its Mortgage to the	terms and conditions thereof.
IN WITNESS WHEDEOE the under	scienced has accounted this instrument to be executed in its
name thisday of, 20	rsigned has caused this instrument to be executed in its
Witnessed by:	
	_
Print Name:	Print Name:
	(Corporate Seal)
Print Name:	
STATE OF) ss:	
COUNTY OF)	
	ged before me this day of, 20, by
	said company. He/she is personally known to me or produced
as identification.	
Not	ary Public _ State of

CONSENT OF ASSOCIATION

The undersigned, President of Emerald Lakes Master Association, Inc., a Florida not for profit corporation ("Association") hereby consents to the recording of this Declaration and agrees to undertake all obligations and assume all rights of the Association pursuant to this Declaration of Covenants, Conditions, Restrictions and Easements for Emerald Lakes and Notice of Assessments for Emerald Lakes Master Association, Inc.

IN WITNESS WHEREOF, the under 20	ersigned sets its hand and seal this day of,
WITNESSES:	Emerald Lakes Master Association, Inc.
Print Name:	By:
Print Name:	
STATE OF	
2016, by, as President	owledged before me this day of t of Emerald Lakes Master Association, Inc., who is [] produced (type
Signature of notary	
Printed name of notary	[STAMP or SEAL]

EXHIBIT "E"

Emerald Lakes Traffic Impact Analysis

TRAFFIC IMPACT ANALYSIS

EMERALD LAKES

CITY OF PALM BAY, FL

Prepared for:

Emerald Investment Holdings, LLC

OCTOBER 2020





TRAFFIC IMPACT ANALYSIS

EMERALD LAKES

CITY OF PALM BAY, FLORIDA

Prepared	for:
----------	------

Emerald Investment Holdings, LLC

Prepared by:

Kimley-Horn and Associates, Inc.

1477870000 October 2020 © Kimley-Horn and Associates, Inc. 445 24th Street, Suite 200 Vero Beach, FL 32960 THIS IS TO CERTIFY THAT THE ENCLOSED CALCULATIONS WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION.

Brian Good, P.E.

Florida Registration #56939

Kimley-Horn Registry #696

Date:





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2023 Buildout Trip Generation Table

St. Johns Heritage Parkway & Flamingo Boulevard

St. Johns Heritage Parkway & Lighthouse Boulevard



INTRODUCTION

Kimley-Horn performed a Traffic Impact Analysis for proposed developments generally located north and south of St. Johns Heritage Parkway, west of I-95 in Brevard County, Florida.

The purpose of this analysis is to evaluate the transportation needs within the study area which will be required to provide acceptable traffic operations upon project buildout. A copy of the most current site concept plan is included in **Appendix A**. The assumed buildout timeframe for the project is 2030. Access to the site will be provided via four existing full access median openings on St. Johns Heritage Parkway.

This traffic study was based on data collected in the field and supplemented by information obtained from Brevard County, Space Coast Transportation Planning Organization (TPO), and the Florida Department of Transportation (FDOT) sources. The study observed the established procedures found in Institute of Transportation Engineers (ITE) sources, FDOT sources, and the *Highway Capacity Manual 6* (HCM 6).



PROJECT TRIP GENERATION

Trip generation for the development was determined using data found in the Institute of Transportation Engineers' (ITE) Trip Generation Manual, Tenth Edition. The following ITE land use codes were utilized to calculate trip generation potential for the development:

- 210 Single-Family Detached Housing
- 220 Multifamily (Low-Rise)
- 221 Multifamily (Mid-Rise)
- 310 Hotel
- 330 Resort Hotel
- 530 High School
- 710 General Office
- 820 Shopping Center

It should be noted that a Crystal Lagoons development is planned as part of this development. There is no land use code for this specialized use and therefore trip generation potential has been equated to square footage under ITE 820 Shopping Center since this provides a conservative trip generation potential. Methods established in the ITE Trip Generation Handbook, 3rd Edition were utilized to calculate internal capture between the different uses of the development. Pass-by capture was also applied based on the ITE Trip Generation Handbook, 3rd Edition. Percentages from ITE were applied to ITE land use codes 820 (Shopping Center).

Based on the development program provided, the project is anticipated to generate the following trip generation potential upon buildout:

Northern Development

• 17,418 net new external Daily trips, 1,293 AM peak hour net new external trips (653 in, 640 out), and 1,405 PM peak hour net new external trips (754 in, 651 out)

Southern Development

• 20,797 net new external Daily trips, 1,257 AM peak hour net new external trips (641 in, 616 out), and 1,658 PM peak hour net new external trips (771 in, 887 out)

The trip generation calculations for the northern and southern developments are presented in **Table 1** and **Table 2**, respectively.



Table 1 – Development North of St. Johns Heritage Parkway Trip Generation Calculations

Land Use	Intensity	Daily Trips	AM Peak Hour of Adjacent Street			PM Peak Hour of Adjacent Street		
24.14 555	o.isity	Jany mps	Total	ln	Out	Total	ln	Out
Proposed Development								
Single-Family Detached-Housing	379 DU	3,542	274	69	205	365	230	135
Multifamily Housing (Low-Rise)	66 DU	458	32	7	25	41	26	15
Multifamily Housing (Mid-Rise)	525 DU	2,860	174	45	129	218	133	85
Hotel	120 Rooms	928	55	32	23	64	33	31
High School	1,000 Students	2,230	520	348	172	140	67	73
Shopping Center	428,500 SF	16,171	366	227	139	1,595	766	829
	Subtotal	26,189	1,421	728	693	2,423	1,255	1,168
Internal Capture Overal I Development	Daily AM PM 18% 4% 27%	4,246	38	19	19	624	312	312
·	Subtotal	4,246	38	19	19	624	312	312
Pass-By Traffic Shopping Center	Daily AM PM 34% 34% 34% Subtotal	4,525 4,525	90 90	56 56	34 34	394 394	189 189	205 205
Driveway Volumes		21,943	1,383	709	674	1,799	943	856
TOTAL NET NEW TRIPS		17,418	1,293	653	640	1,405	754	651

Note 1: Trip Generation was calculated using the data from ITE's Trip Generation Manual, 10th Edition

Note 2: 10% of Adjacent Street Traffic was calculated using the AADT volume data from the CFRPM v6.1 model output for St. Johns Heritage Parkway upon buildout of the development.

Single-Family Detached Housing [ITE 210]

Daily Ln(T) = 0.92*Ln(X)+2.71; (X is number of dwelling units)

AM Peak Hour of Adjacent Street T = 0.71*(X)+4.80; (X is number of dwelling units); (25% in/75% out) PM Peak Hour of Generator Ln(T) = 0.96*Ln(X)+0.20; (X is number of dwelling units); (63% in/37% out)

Multifamily Housing (Low-Rise) [ITE 220]

Daily T = 7.56*(X)-40.86; (X is number of dwelling units)

 $AM \ Peak \ Hour \ of \ Adjacent \ Street \\ PM \ Peak \ Hour \ of \ Generator \\ Ln(T) = 0.95^*Ln(X) - 0.51^*(X); \ (X \ is \ number \ of \ dwelling \ units); \ (23\% \ in/\ 77\% \ out) \\ Ln(T) = 0.89^*Ln(X) - 0.02^*(X); \ (X \ is \ number \ of \ dwelling \ units); \ (63\% \ in/\ 37\% \ out)$

Multifamily Housing (Mid-Rise) [ITE 221]

Daily $T = 5.45^{*}(X)-1.75$; (X is number of dwelling units)

 $\begin{tabular}{ll} AM Peak Hour of Adjacent Street & Ln(T) = 0.98*Ln(X)-0.98; (X is number of dwelling units); (26% in/74% out) \\ PM Peak Hour of Generator & Ln(T) = 0.96*Ln(X)-0.63; (X is number of dwelling units); (26% in/74% out) \\ \end{tabular}$

Hotel [ITE 310]

Daily $T = 11.29^{*}(X)-426.97$; (X is number of rooms)

AM Peak Hour of Adjacent Street $T = 0.50^{\circ}(X) - 5.34; (X \text{ is number of rooms}); (59\% \text{ in/ } 41\% \text{ out})$ PM Peak Hour of Generator $T = 0.75^{\circ}(X) - 26.02; (X \text{ is number of rooms}); (51\% \text{ in/ } 49\% \text{ out})$

High School [ITE 530]

 $\begin{array}{ll} \mbox{Daily} & \mbox{Ln(T)} = 0.76 * \mbox{Ln(X)} + 2.46; \mbox{ (X is number of students)} \\ \mbox{AM Peak Hour of Adjacent Street} & \mbox{T} = 0.52 * (X); \mbox{ (X is number students)}; \mbox{ (67% in/ 33% out)} \\ \mbox{PM Peak Hour of Generator} & \mbox{T} = 0.14 * (X); \mbox{ (X is number students)}; \mbox{ (48% in/ 52% out)} \\ \end{array}$

Shopping Center [ITE 820]

Daily Ln(T) = 0.68*Ln(X)+5.57; (X is SF/1000)

 $\begin{tabular}{lll} AM Peak Hour of Adjacent Street & $T = 0.50^*(X) + 151.78; (X is SF/1000); (62\% in/ 38\% out) \\ PM Peak Hour of Generator & $Ln(T) = 0.74^*Ln(X) + 2.89; (X is SF/1000); (48\% in/ 52\% out) \\ \end{tabular}$

147787000 October 2020



Table 2 - Development South of St. Johns Heritage Parkway Trip Generation Calculations

Land Use	Intensity	Daily Trips	AM Peak Hour of Adjacent Street			PM Peak Hour of Adjacent Street		
		. , , , .	Total	ln	Out	Total	ln	Out
Proposed Development								
Single-Family Detached-Housing	233 DU	2,264	170	43	127	229	144	85
Multifamily Housing (Low-Rise)	323 DU	2,401	145	33	112	168	106	62
Multifamily Housing (Mid-Rise)	1,100 DU	5,993	359	93	266	443	270	173
Hotel	120 Rooms	928	55	32	23	64	33	31
Resort Hotel	250 Rooms	2,396	66	48	18	75	32	43
General Office	360,000 SF	3,676	365	314	51	384	61	323
Shopping Center	403,000 SF	15,511	353	219	134	1,524	732	792
	Subtotal	33,169	1,513	782	731	2,887	1,378	1,509
Internal Capture	Daily AM PM							
Overall Development	25% 10% 30%	8,438	148	74	74	866	433	433
	Subtotal	8,438	148	74	74	866	433	433
Pass-By Traffic	Daily AM PM							
Shopping Center	34% 34% 34%	3,934	108	67	41	363	174	189
	Subtotal	3,934	108	67	41	363	174	189
Driveway Volumes		24,731	1,365	708	657	2,021	945	1,076
TOTAL NET NEW TRIPS	20,797	1,257	641	616	1,658	771	887	

Note 1: Trip Generation was calculated using the data from ITE's Trip Generation Manual, 10th Edition

Note 2: 10% of Adjacent Street Traffic was calculated using the AADT volume data from the CFRPM v6.1 model output for St. Johns Heritage Parkway upon buildout of the development.

Single-Family Detached Housing [ITE 210]

Daily Ln(T) = 0.92*Ln(X)+2.71; (X is number of dwelling units)

AM Peak Hour of Adjacent Street T = 0.71*(X) + 4.80; (X is number of dwelling units); (25% in / 75% out) PM Peak Hour of Generator Ln(T) = 0.96*Ln(X) + 0.20; (X is number of dwelling units); (63% in / 37% out)

Multifamily Housing (Low-Rise) [ITE 220]

Daily T = 7.56*(X)-40.86; (X is number of dwelling units)

 $\label{eq:model} AM\ Peak\ Hour\ of\ Adjacent\ Street \\ PM\ Peak\ Hour\ of\ Generator \\ Ln(T) = 0.95^*Ln(X) \cdot (0.51^*(X);\ (X\ is\ number\ of\ dwelling\ units);\ (23\%\ in/\ 37\%\ out) \\ Ln(T) = 0.89^*Ln(X) \cdot (0.02^*(X);\ (X\ is\ number\ of\ dwelling\ units);\ (63\%\ in/\ 37\%\ out) \\ Normalization of\ Control of\ Con$

Multifamily Housing (Mid-Rise) [ITE 221]

aily $T = 5.45^*(X)-1.75$; (X is number of dwelling units)

AM Peak Hour of Adjacent Street Ln(T) = 0.98*Ln(X)-0.98; (X is number of dwelling units); (26% in/74% out) PM Peak Hour of Generator Ln(T) = 0.96*Ln(X)-0.63; (X is number of dwelling units); (26% in/74% out)

Hotel [ITE 310]

Daily T = 11.29*(X)-426.97; (X is number of rooms)

AM Peak Hour of Adjacent Street $T = 0.50^{*}(X) \cdot 5.34; \text{ (X is number of rooms); (59\% in/ 41\% out)}$ PM Peak Hour of Generator $T = 0.75^{*}(X) \cdot 26.02; \text{ (X is number of rooms); (51\% in/ 49\% out)}$

Resort Hotel [ITE 330]

Daily T = 11.29*(X)-426.97; (X is number of rooms)

AM Peak Hour of Adjacent Street $T = 0.38^{*}(X)-28.58;$ (X is number of rooms); (72% in/ 28% out) PM Peak Hour of Generator $T = 0.52^{*}(X)-55.42;$ (X is number of rooms); (43% in/ 57% out)

General Office Building [ITE 710]

Ln(T) = 0.97*Ln(X)+2.50; (X is SF/1000)

 $\begin{tabular}{ll} AM Peak Hour of Adjacent Street & $T = 0.94^*(X) + 26.49; (X is SF/1000); (86\% in/ 14\% out) \\ PM Peak Hour of Generator & $Ln(T) = 0.95^* Ln(X) + 0.36; (X is SF/1000); (16\% in/ 84\% out) \\ \end{tabular}$

Shopping Center [ITE 820]

Daily Ln(T) = 0.68*Ln(X)+5.57; (X is SF/1000)

AM Peak Hour of Adjacent Street T = 0.50*(X)+151.78; (X is SF/1000); (62% in/ 38% out)

PM Peak Hour of Generator Ln(T) = 0.74*Ln(X)+2.89; (X is SF/1000); (48% in/ 52% out)



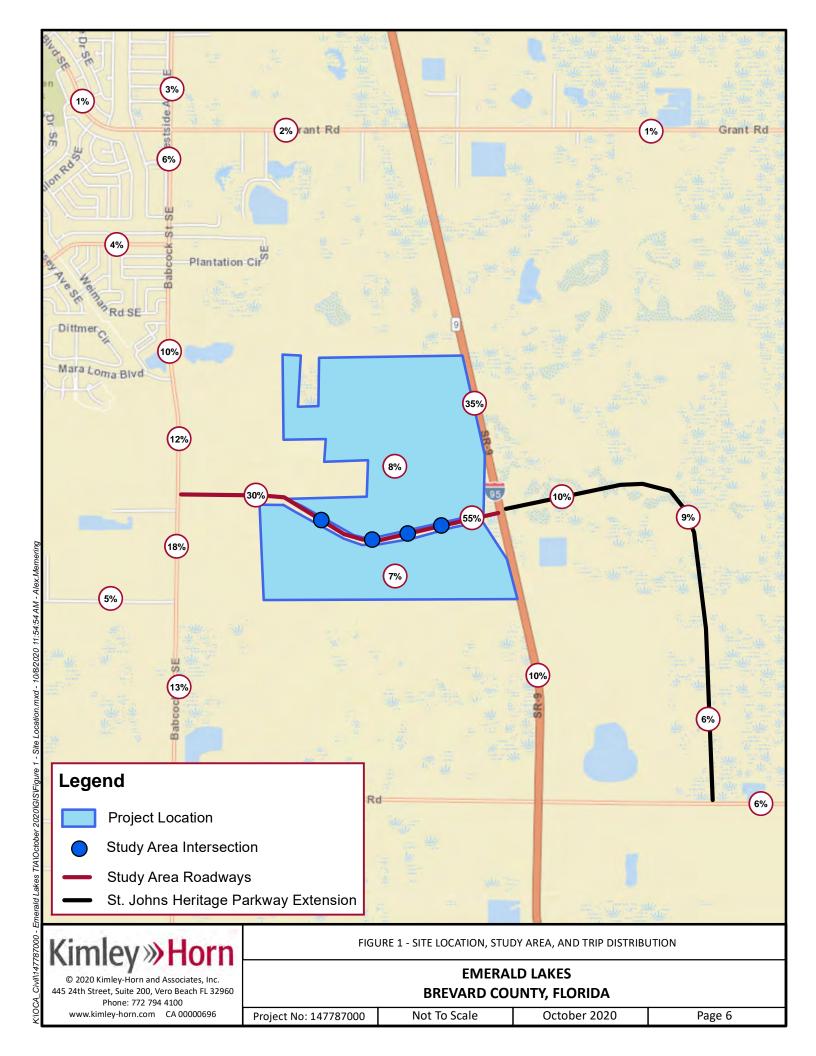
TRIP DISTRIBUTION, ASSIGNMENT, AND STUDY AREA

A projected traffic distribution plan was developed using output from the Central Florida Regional Planning Model (CFRPM), which is based on the Florida Standard Urban Transportation Model Structure (FSUTMS). Version 6.1 of the CFRPM was utilized, in addition to the socioeconomic data set refined by the Space Coast TPO. Hand adjustments were made to the model based upon knowledge of the area and engineering judgement. The CFRPM model output is provided within **Appendix B**.

Project traffic was assigned within the adjacent roadway segment of St. Johns Heritage Parkway from the Babcock Street to I-95. The service volumes for the evaluated roadway segment was obtained utilizing functional classification and level of service (LOS) information published by the TPO and FDOT. In addition to studying the adjacent roadway segment of St. Johns Heritage Parkway, the existing full access median openings fronting the proposed development were evaluated during AM and PM peak hour traffic conditions:

- Flamingo Boulevard & St. Johns Heritage Parkway
- Lighthouse Boulevard & St. Johns Heritage Parkway
- Wahoo Boulevard & St. Johns Heritage Parkway
- Barracuda Boulevard & St. Johns Heritage Parkway

Figure 1 illustrates the site location, trip distribution, and study area for the traffic analysis.





ROADWAY SEGMENT ANALYSIS

The roadway segment of St. Johns Heritage Parkway from the Babcock Street to I-95 was evaluated for LOS and capacity purposes based on future background and project buildout conditions during both the AM and PM peak hour. Future background (without project) traffic volumes were based upon 2030 AADT volumes projected along St. Johns Heritage Parkway within the latest CFRPM model (v6.1). K and D factors were applied to the 2030 AADT volumes along St. Johns Heritage Parkway to calculate a peak hour peak directional traffic volume. The CFRPM model output is provided in the **Appendix B.**

The total buildout traffic volumes were calculated as the sum of the background traffic volumes and project traffic. The projected traffic volumes on the study roadway segments were compared to the adopted peak hour, peak direction service volume. The future buildout roadway during the AM and PM peak hour segment analyses are detailed in **Table 3** and **Table 4**, respectively.

The segment of St. Johns Heritage Parkway is anticipated to operate with acceptable LOS during both AM and PM peak hour buildout (with project) traffic conditions.

Table 3 - 2030 Future Background and Buildout AM Peak Hour Roadway Segment Analysis

	Peak Hour Traffic AM Peak Hour Project Traffic				Future 2030 Buildout AM Peak Hour Traffic Conditions					
Roadway	Directional Service	Volu	mes				Volu	mes ⁵		LOS
From To	Capacity ¹	NB / EB	SB / WB	% Assign ⁴	NB / EB	SB / WB	NB / EB	SB / WB	SB / WB	LU3
St. Johns Heritage Parkway Babcock Street 1-95	1,890	961	961	55.0%	712	691	1,673	1,652	0.89	С

Notes:

- 1. Peak Hour Directional Service Volumes were based on the 2020 FDOT Quality/LOS Handbook.
- 2. Future Non-Project AM peak hour traffic volumes are based upon AADT volumes projected along St. Johns Heritage Parkway within the latest CFRPM model (v6.1). K and D factors were applied to the AADT volumes along St. Johns Heritage Parkway to calculate a peak hour peak directional volume.
- 4. Percent assignment is the maximum trip distribution across the roadway segment.
- 5. Future buildout traffic volumes are the summation of future non-project traffic and PM peak hour project traffic.

Table 4 - 2030 Future Background and Buildout PM Peak Hour Roadway Segment Analysis

		Peak Hour Directional Service Peak Hour Traffic Peak Hour Traffic PM Peak Hour Project Traffic				Future 2030 Buildout PM Peak Hour Traffic Conditions					
Roadway		Volumes					Volumes ⁵			LOS	
From	To	Capacity ¹	NB / EB	SB / WB	% Assign ⁴	NB / EB	SB / WB	NB / EB	SB / WB	SB / WB	LU3
St. Johns Heritage Park Babcock Street	way I-95	1,890	961	961	55.0%	839	846	1,800	1,807	0.96	D

Notes:

- 1. Peak Hour Directional Service Volumes were based on the 2020 FDOT Quality/LOS Handbook.
- 2. Future Non-Project PM peak hour traffic volumes are based upon AADT volumes projected along St. Johns Heritage Parkway within the latest CFRPM model (v6.1). K and D factors were applied to the AADT volumes along St. Johns Heritage Parkway to calculate a peak hour peak directional volume.
- 4. Percent assignment is the maximum trip distribution across the roadway segment.
- 5. Future buildout traffic volumes are the summation of future non-project traffic and PM peak hour project traffic.



ST. JOHNS HERITAGE PARKWAY ACCESS MANAGEMENT

St. Johns Heritage Parkway fronting the proposed development is a four-lane divided urban roadway with a posted speed limit of 45 mph. St. Johns Heritage Parkway at this location would qualify as an Access Classification 5 facility with spacing standards of 1,320 feet for a full median opening/traffic signal, 1,320 feet for a directional median opening, and 660 feet for connection spacing per Chapter 14-97 of the Florida Administrative Code.

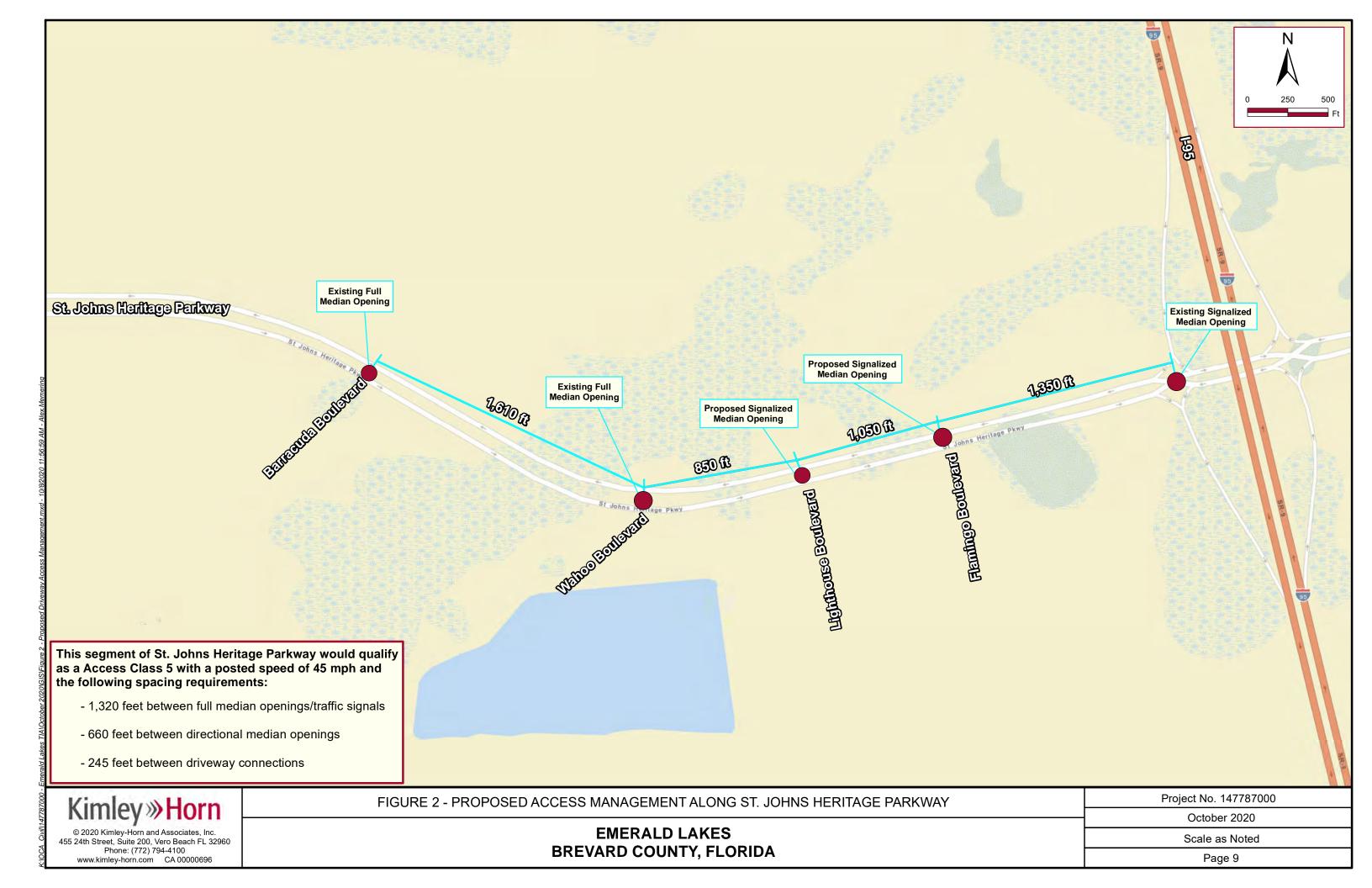
There are four existing full access median openings serving the proposed site along St. Johns Heritage Parkway. A summary of the existing and proposed access management along St. Johns Heritage Parkway fronting the development is provided in **Table 5** below and is illustrated in the attached **Figure 2**.

Table 5 - Proposed Access Management

Location	Existing Access	Proposed Access
St. Johns Heritage Parkway at Flamingo Boulevard	Full Access Opening	Full Access Opening/Signal
St. Johns Heritage Parkway at Lighthouse Boulevard	Full Access Opening	Full Access Opening/Signal
St. Johns Heritage Parkway at Wahoo Boulevard	Full Access Opening	No Change
St. Johns Heritage Parkway at Barracuda Boulevard	Full Access Opening	No Change

The existing access management spacing shows a variance of approximately 35% between the existing median openings of Wahoo Boulevard and Lighthouse Boulevard on St. Johns Heritage Parkway. Additionally, existing access management spacing show a variance of approximately 20% between the existing median openings of Lighthouse Boulevard and Flamingo Boulevard on St. Johns Heritage Parkway. Existing median spacing between Barracuda Boulevard and Wahoo Boulevard along St. Johns Heritage Parkway meets access management standards for a full median opening/traffic signal. Additionally, existing median spacing between Flamingo Boulevard and I-95 SB ramps along St. Johns Heritage Parkway meets access management standards for a full median opening/traffic signal.

The traffic impact analysis provides the projected traffic volumes at the proposed driveway locations and operational analysis to support the proposed access changes on St. Johns Heritage Parkway. A Synchro 10 arterial analysis was performed for the St. Johns Heritage Parkway and is shown to operate with an acceptable LOS based upon the proposed access management. The arterial analysis is provided in **Appendix C**.





INTERSECTION CAPACITY ANALYSIS

Intersection analyses were performed for the intersections within the project's study area, as listed previously. The intersections were evaluated during 2030 buildout (with project) traffic conditions. Future background (without project) traffic volumes were based upon 2030 AADT volumes projected along St. Johns Heritage Parkway within the latest CFRPM model (v6.1). K and D factors were applied to the 2030 AADT volumes along St. Johns Heritage Parkway to calculate a peak hour peak directional traffic volume. For the buildout conditions analysis, project traffic was added to the future background (without project) traffic volumes. Worksheets detailing the intersection volume development are provided in the **Appendix D**. The project trip distribution for the study area intersections for the northern and southern developments are illustrated within **Figure 3** and **Figure 4**, respectively. The AM and PM peak hour intersection turning movement volumes at buildout for the study area intersections are illustrated in **Figure 5**.

FUTURE 2030 BUILDOUT TRAFFIC CONDITIONS ANALYSIS

The operating conditions of the intersections within the study area were evaluated for buildout (with project) traffic conditions. **Table 6** The study area intersections are shown to operate with acceptable LOS and V/C ratios based on 2030 buildout PM peak hour conditions. Synchro output reports for each evaluated scenario are provided in the **Appendix E**.

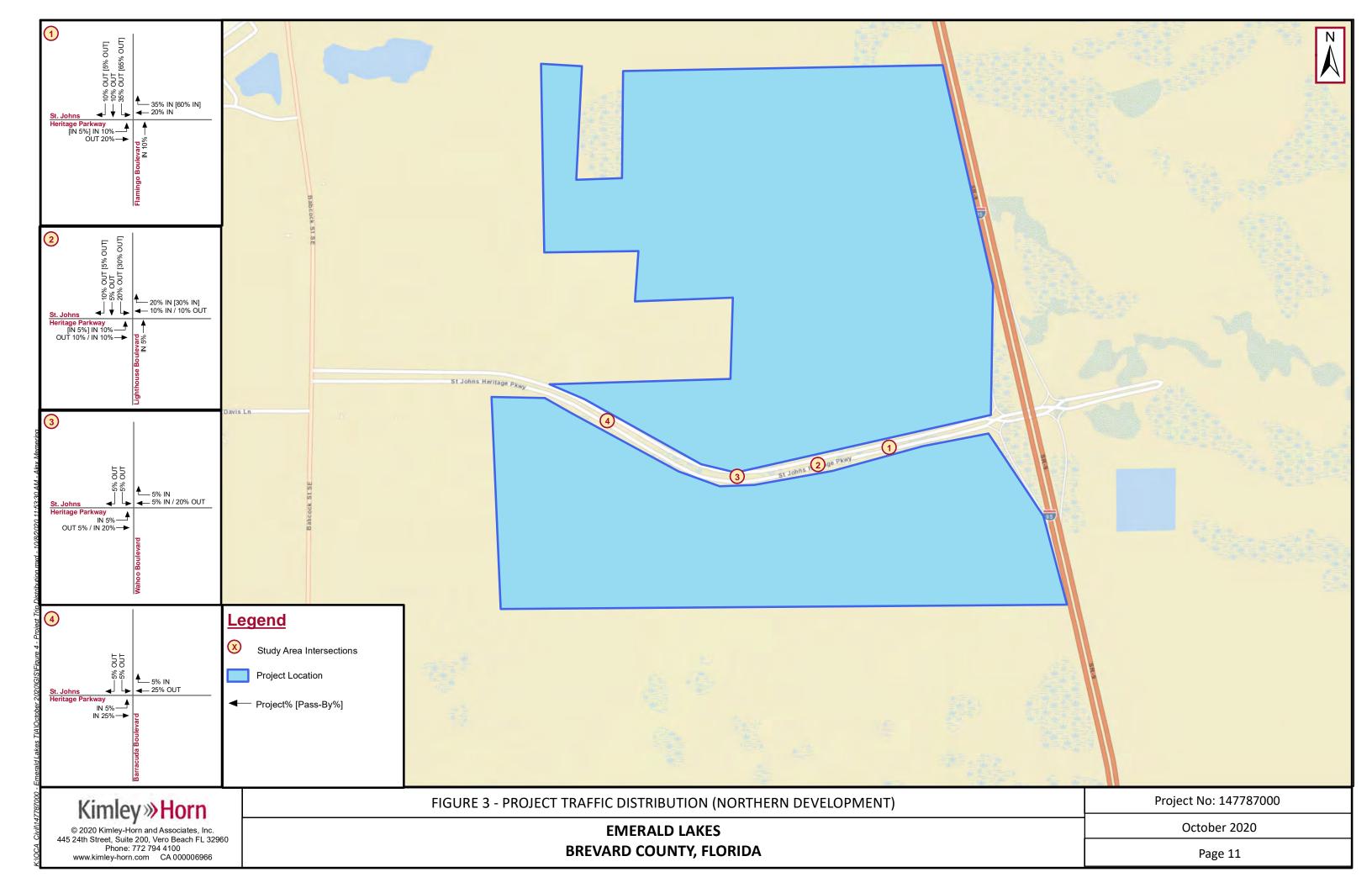
Table 6 - Buildout Traffic Conditions AM & PM Peak Hour Intersection Analysis Summary

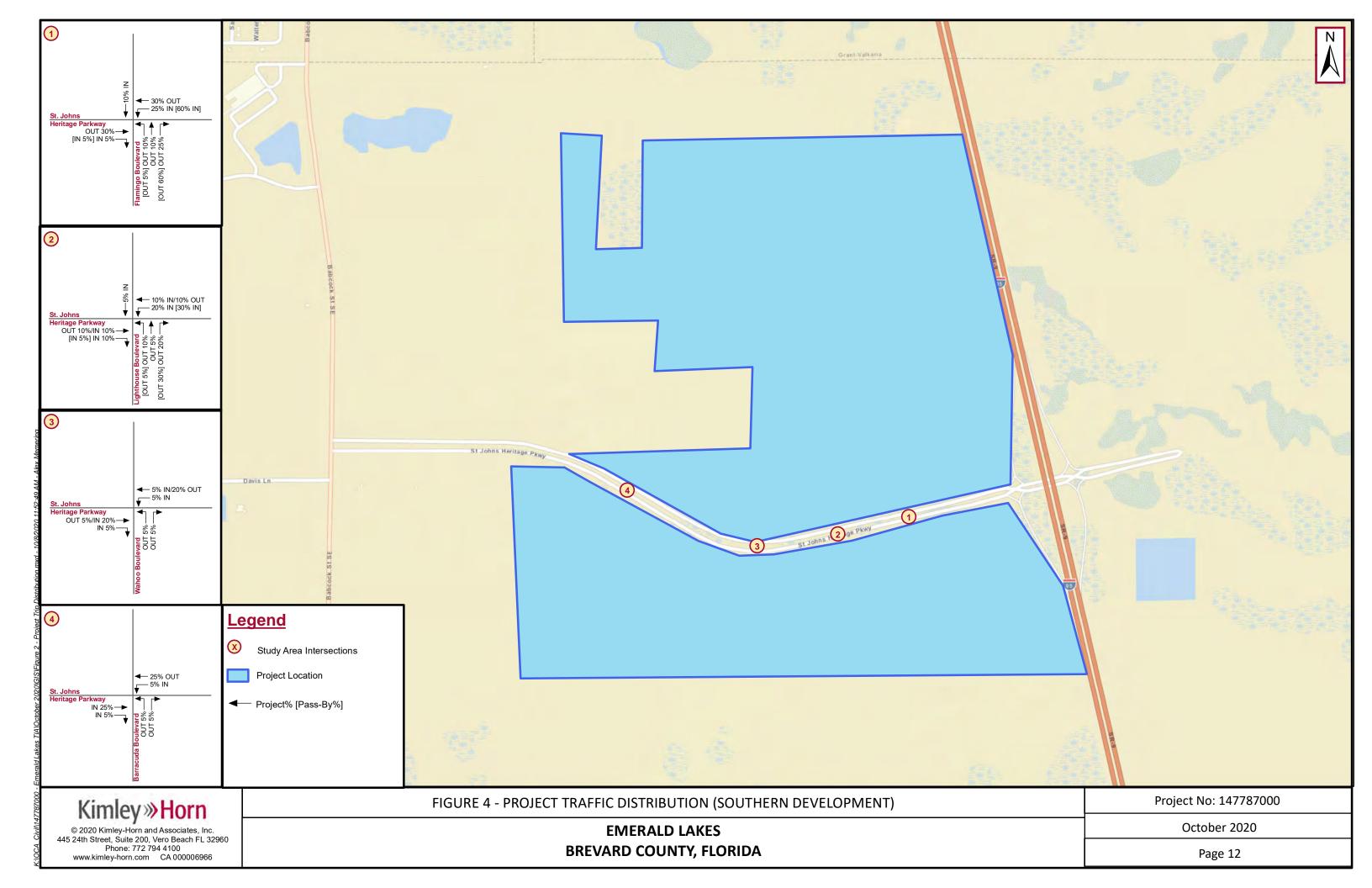
	Inter- section	Inter- section	Max Movement
Intersection	LOS	Delay (S)	V/C
AM Peak Hour Tra	ffic		
Signalized			
Flamingo Boulevard & St. Johns Heritage Parkway	D	35.1	0.87
Lighthouse Boulevard & St. Johns Heritage Parkway Unsignalized ¹	С	29.8	0.84
Wahoo Boulevard & St. Johns Heritage Parkway	D/C	31.5/22.0	0.29/0.26
Barracuda Boulevard & St. Johns Heritage Parkway	E/C	38.8/20.4	0.40/0.24
PM Peak Hour Tra	ffic		
Signalized			
Flamingo Boulevard & St. Johns Heritage Parkway	D	49.4	0.91
Lighthouse Boulevard & St. Johns Heritage Parkway Unsignalized ¹	D	37.0	0.91
Wahoo Boulevard & St. Johns Heritage Parkway	E/C	37.3/24.0	0.41/0.28
Barracuda Boulevard & St. Johns Heritage Parkway	E/C	49.5/21.8	0.55/0.25

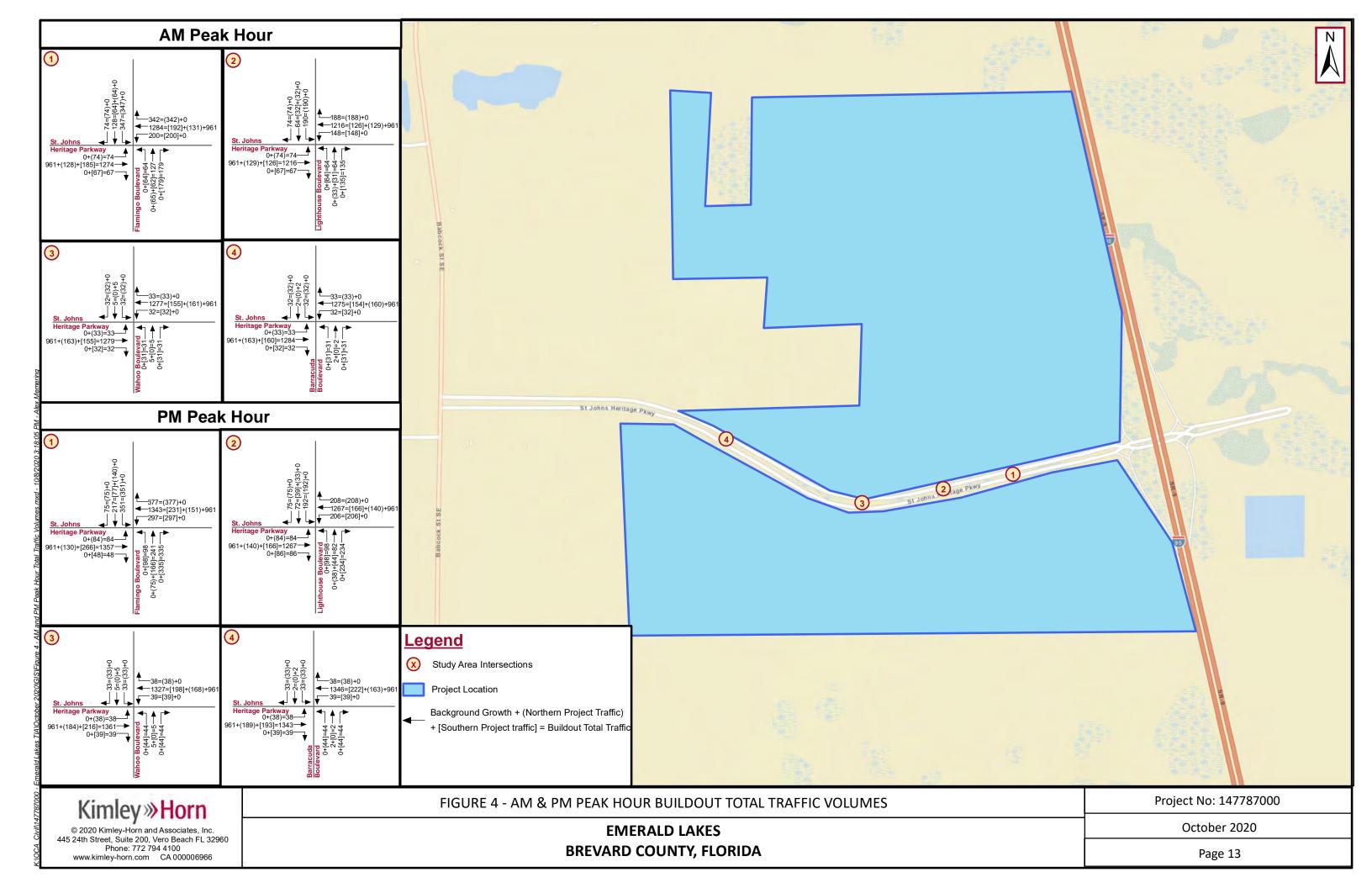
Notes:

1. Intersection LOS and delay at unsignalized intersections are reported for the stop-controlled approaches only.

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SENSITIVITY ANALYSIS

A sensitivity analysis was performed for the proposed development to determine when the intersections of St. Johns Heritage Parkway & Flamingo Boulevard and St. Johns Heritage Parkway & Lighthouse Boulevard require signalization. Trip generation potential for a portion of the development (Phase I) to be constructed by 2023 was calculated. Phase I will consist of partial development of the southern development and include residential and commercial uses. Based on the Phase I development program, the project is anticipated to generate 13,606 net new external Daily trips, 648 AM peak hour net new external trips (329 in, 319 out), and 1,175 PM peak hour net new external trips (574 in, 601 out) upon 2023 buildout, as presented in **Appendix F**.

2023 future background (without project) traffic volumes were based upon 2030 AADT volumes and 2045 AADT volumes projected along St. Johns Heritage Parkway within the latest CFRPM model (v6.1). A growth rate was calculated between the 2030 AADT volumes and 2045 AADT volumes which was applied to the 2030 AADT volumes to calculate 2023 AADT volumes. K and D factors were applied to the 2023 AADT volumes along St. Johns Heritage Parkway to calculate a peak hour peak directional traffic volume. For the 2023 buildout conditions sensitivity analysis, project traffic was added to the future background (without project) traffic volumes. Worksheets detailing the intersection volume development are provided in the **Appendix F**.



SIGNAL WARRANT ANALYSIS

Signal Warrant 3 from MUTCD was evaluated at the intersections of St. Johns Heritage Parkway & Flamingo Boulevard and St. Johns Heritage Parkway & Lighthouse Boulevard during 2023 buildout AM and PM peak hour traffic conditions.

 <u>Signal Warrant 3</u> evaluates the highest individual hour approach volumes for the side street at the intersection. Signal Warrant 3 is **satisfied** for future background (stop-controlled approach) conditions.

St. Johns Heritage Parkway was considered the major street approach with two-through lanes and exclusive left turn lanes in each direction. St. Johns Heritage Parkway have exclusive right-turn lanes at both intersections in the eastbound and westbound directions. Since the speed limit on St. Johns Parkway at the subject intersection is 45 miles per hour, the 70 percent thresholds from the signal warrant tables and graphs were utilized for the analyses.

Flamingo Boulevard and Lighthouse Boulevard were considered the minor street approaches which will have a planned exclusive left turn lane and shared through/right-turn lane. Therefore, a two-lane approach was assumed for the minor street approaches.

A reduction in minor street right-turn volumes was applied based on Pagones Theorem. Pagones Theorem advises that only 25 percent of right-turn volumes be included in the minor street approach volume when an exclusive right-turn lane is provided on the minor street approach. A table summary of Pagones Theorem reductions is provided within **Appendix F**.

SIGNAL WARRANT 3: PEAK HOUR VEHICULAR VOLUME

According to MUTCD, Warrant 3 is intended for application at locations where traffic conditions are such that for a minimum of one hour of an average day, the minor street traffic suffers undue delay when entering or crossing the major street. The peak hour 2023 buildout (with project) traffic volumes at the intersections of St. Johns Heritage Parkway & Flamingo Boulevard and St. Johns Heritage Parkway exceed the 70 percent volume thresholds for Warrant 3 during the PM peak hour. Therefore, Warrant 3 is satisfied. The Signal Warrant Analysis worksheet is provided in **Appendix F**.



EXISTING TURN LANE ANALYSIS

Existing turn lanes at study area intersections were evaluated to determine if sufficient deceleration and storage is provided to accommodate buildout project traffic volume projections. The total turn lane length should accommodate the minimum deceleration required in the 2020 FDOT Design Manual, Exhibit 212-1 and the expected 50th percentile queue as calculated using Synchro 10. Additionally, existing storage lengths were determined to be sufficient if the turn lane could accommodate the 95th percentile queue length. The summary of the queue length evaluation is provided in **Table 7** and shows that the existing turn lanes have sufficient length to support project traffic.

Table 7 - Existing Turn Lane Length Summary

Intersection/Turn Lane	Existing Length (Ft)	Required Decceleration (Ft) ¹	Synchro 50th Percentile Queue Length (Ft) ²	Synchro 95th Percentile Queue Length (Ft) ²	Total Turn Lane Length (Ft)	Existing Turn Lane Length Sufficient? (Ft) ³
St. Johns Heritage Parkway & Flamingo Boulevard						
Eastbound Left-Turn Lane	340	185	100	125	310	Yes
Eastbound Right-Turn Lane	340	185	25	25	210	Yes
Westbound Left-Turn Lane	340	185	150	250	335	Yes
Westbound Right-Turn Lane	340	185	50	125	235	Yes
St. Johns Heritage Parkway & Lighthouse Boulevard						
Eastbound Left-Turn Lane	340	185	50	75	235	Yes
Eastbound Right-Turn Lane	340	185	25	25	210	Yes
Westbound Left-Turn Lane	340	185	150	225	335	Yes
Westbound Right-Turn Lane	340	185	25	25	210	Yes
St. Johns Heritage Parkway & Wahoo Boulevard						
Eastbound Left-Turn Lane	350	185		25	210	Yes
Eastbound Right-Turn Lane	370	185		25	210	Yes
Westbound Left-Turn Lane	340	185		25	210	Yes
Westbound Right-Turn Lane	360	185		25	210	Yes
St. Johns Heritage Parkway & Barracuda Boulevard						
Eastbound Left-Turn Lane	350	185		25	210	Yes
Westbound Left-Turn Lane	360	185		25	210	Yes

Notes

^{1.} Based on the 2020 FDOT Design Manual, Exhibit 212-1.

^{2.} Based on the 50th and 95th percentile queue reported in Synchro 10. Synchro 10 does not report 50th percentile queue lengths for two-way stop-controlled intersections

^{3.} Existing storage lengths were determined to be sufficient if the turn lane could accomodate the addition of the required deceleration length and 50th percentile queue length. Additionally, the existing storage length was determined to be sufficient if the turn lane could accomodate the 95th percentile queue length.



PROPOSED TURN LANE ANALYSIS

Proposed turn lane lanes at the study area intersections were evaluated to determine sufficient storage lengths to accommodate buildout project traffic volume projections. Based upon the proposed speed limits within the internal roadway network of the development, it was determined that a deceleration length is not needed as cars will be traveling at reduced speeds. Therefore, it was determined that the total storage turn lane length will only need to accommodate the 95th percentile queue length. It should be noted that the minimum proposed storage length was determined to be the summation of the required deceleration length for a 35-mph roadway (145 feet) and the 95th percentile queue length. The summary of the proposed turn lane storage length is provided in **Table 8**.

Table 8 - Proposed Turn Lane Length Summary

Intersection/Turn Lane	Synchro 95th Percentile Queue Length (Ft) ²	Proposed Turn Lane Length (Ft) ^{3,4}
St. Johns Heritage Parkway & Flamingo Boulevard		
Southbound Left-Turn Lane	275	275
Northbound Left-Turn Lane	175	175
Northbound Right-Turn Lane	200	200
St. Johns Heritage Parkway & Lighthouse Boulevard Southbound Left-Turn Lane Southbound Right-Turn Lane Northbound Left-Turn Lane Northbound Right-Turn Lane	250 25 125 150	250 170 170 170
St. Johns Heritage Parkway & Wahoo Boulevard Southbound Left-Turn Lane Northbound Left-Turn Lane	25 25	170 170

Notes:

- 1. The northbound and southbound approaches do not have a deceleration length as it is assumed that cars will not require deceleration due to the reduced speed limits along the interior roadways.
- 2. Based on the 95th percentile queue reported in Synchro 10.
- 3. Proposed storage lengths were determined based 95th percentile queue length. Synchro 10 does not provide the 50th percentile queue length for two-way stop-controlled intersections.
- 4. The minimum proposed turn lane length was determined to be the summation of the required deceleration for a 35 mph roadway (145 feet) and the 95th percentile queue length.

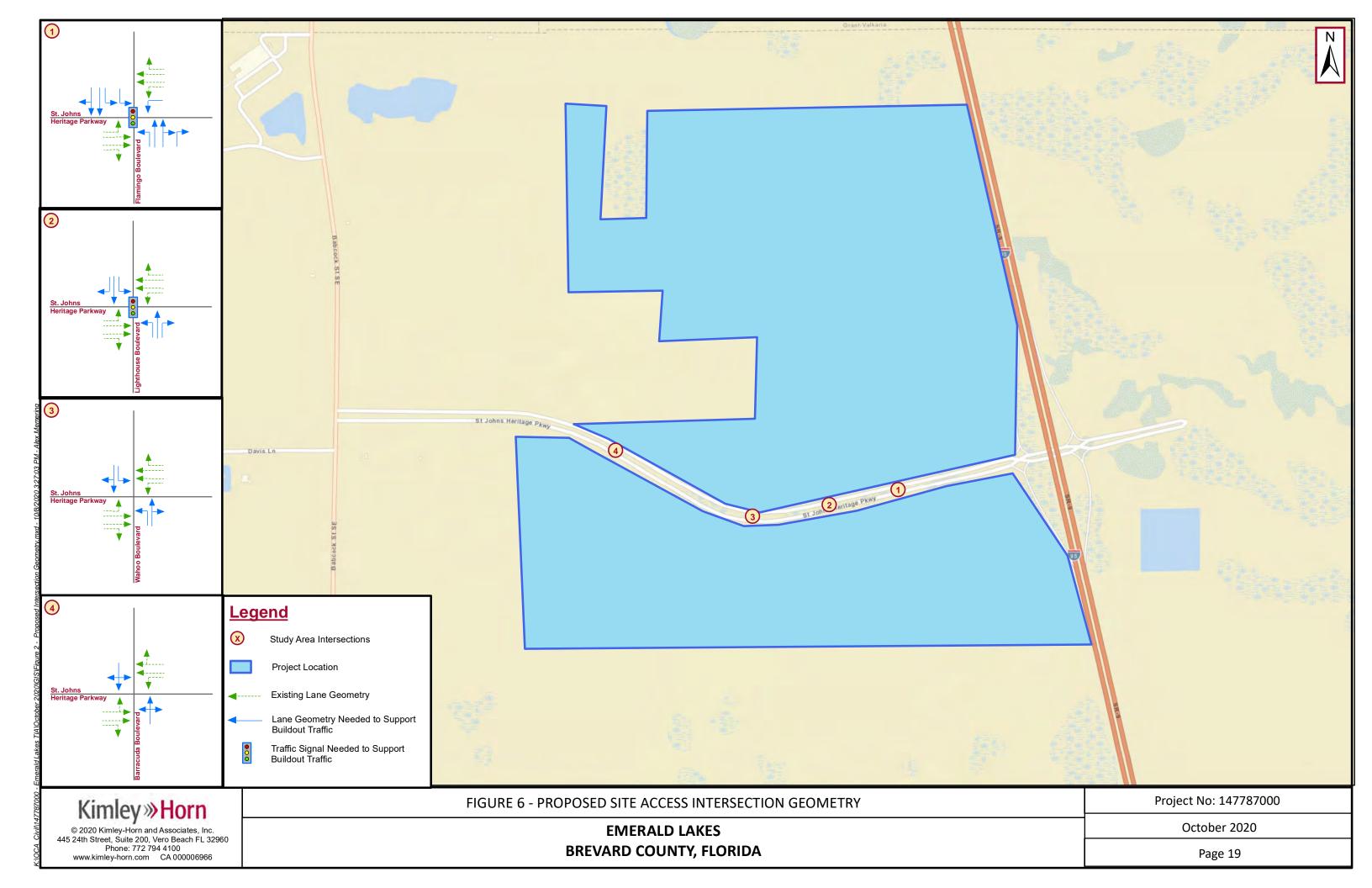


SITE ACCESS ANALYSIS

As noted previously, access to the site will be provided via four existing full access median openings on St. Johns Heritage Parkway. The proposed site access geometry is provided in **Figure 6**.

ST. JOHNS HERITAGE PARKWAY AT BARRACUDA BOULEVARD

Guidance within the FDOT Access Management Guidebook (November 2019) was utilized to determine if exclusive eastbound and westbound ingress right-turn lanes are warranted at Barracuda Boulevard. FDOT Access Management Guidebook recommends an exclusive ingress right-turn lane be provided at driveways where the right-turning movement is between 80 and 125 vehicles per hour for a roadway with a posted speed of 45 mph or less. Based on ingress turn volumes experienced at the Barracuda Boulevard upon buildout during the AM and PM peak hours, exclusive eastbound and westbound ingress right-turn lanes are not warranted.





MULTIMODAL ANALYSIS

The proposed developments north and south of St. Johns Heritage Parkway are planning to provide golf cart access to allow multimodal methods of travel between residential neighborhoods and commercial uses. In order to provide connectivity between the two developments, a proposed at-grade golf cart crossing will be provided at the intersection of St. Johns Heritage Parkway & Flamingo Boulevard. The at-grade golf cart crossing will reduce vehicle traffic and provide improved operations at the intersection St. Johns Heritage Parkway & Flamingo Boulevard.



CONCLUSION

This traffic impact analysis was prepared to assess the transportation impacts associated with proposed developments generally located north and south of St. Johns Heritage Parkway, west of I-95 in Brevard County, Florida. The assumed buildout timeframe for the project is 2030.

The analysis concludes that the road segment of St. Johns Heritage Parkway from the Babcock Street to I-95 is anticipated to operate with acceptable LOS under both AM and PM peak hour buildout traffic conditions. Additionally, the study area intersections are anticipated to operate with acceptable LOS under AM and PM peak hour buildout traffic conditions.

A sensitivity analysis was performed for the proposed development to determine when the intersections of St. Johns Heritage Parkway & Flamingo Boulevard and St. Johns Heritage Parkway & Lighthouse Boulevard require signalization. A peak hour signal warrant from the MUTCD were evaluated during the AM and PM peak hour at the intersections of St. Johns Heritage Parkway & Flamingo Boulevard and St. Johns Heritage Parkway & Lighthouse Boulevard during 2023 buildout (with project) traffic conditions (Phase I). Based upon 2023 PM peak hour buildout (with project) traffic conditions, Warrant 3 is satisfied. Therefore, the intersections warrant signalization upon 2023 buildout of the development.

Access to the site will be provided via four existing full access median openings on St. Johns Heritage Parkway. Turn lane warrants were performed to determine if exclusive eastbound and westbound ingress right-turn lanes are warranted at the intersection of St. Johns Heritage Parkway & Barracuda Boulevard. Based on the projected volumes at the intersection, an eastbound ingress right-turn lane is not warranted.

Existing turn lanes at the study area intersections were evaluated to determine if sufficient deceleration and storage is provided to accommodate buildout project traffic volume projections. The turn lane analysis concludes that the existing turn lanes at the study area intersections will have sufficient length to support project traffic. Additionally, proposed turn lane lanes at the study area intersections were evaluated to determine sufficient storage lengths to accommodate buildout project traffic volume projections.

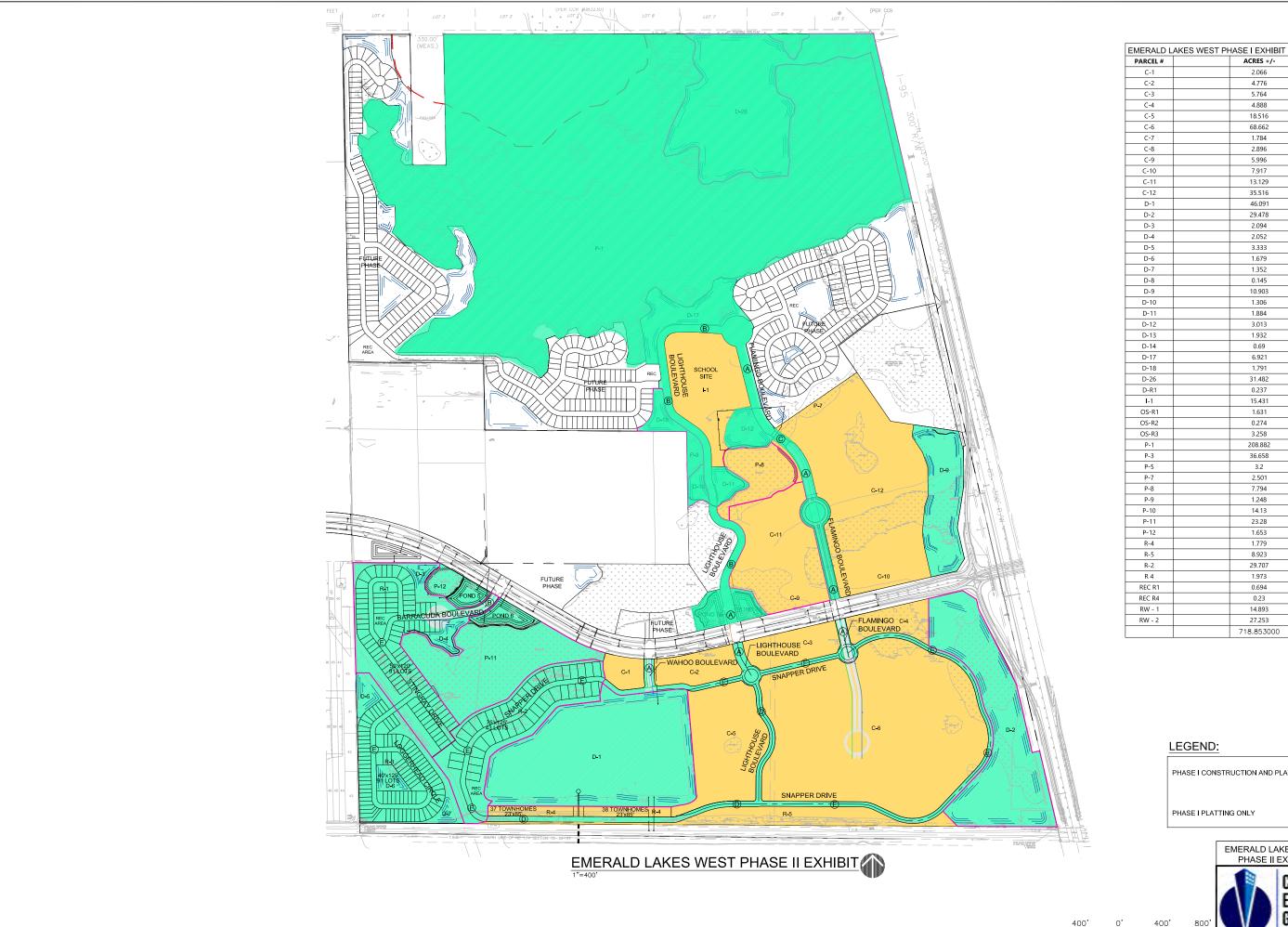
A proposed at-grade golf cart crossing will be provided at the intersection of St. Johns Heritage Parkway & Flamingo Boulevard to provide connectivity between the proposed northern and southern developments on St. Johns Heritage Parkway. The at-grade golf cart crossing will reduce vehicle traffic and provide improved operations at the intersection of St. Johns Heritage Parkway & Flamingo Boulevard.

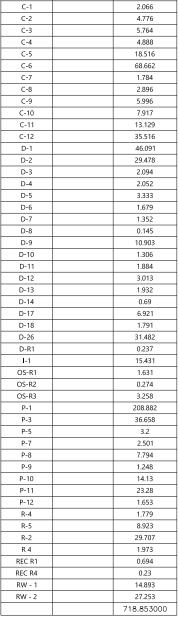


APPENDICES



APPENDIX A: CONCEPTIONAL SITE PLAN





ACRES +/-

LEGEND:

PHASE I CONSTRUCTION AND PLATTING PHASE I PLATTING ONLY

EMERALD LAKES WEST PHASE II EXHIBIT



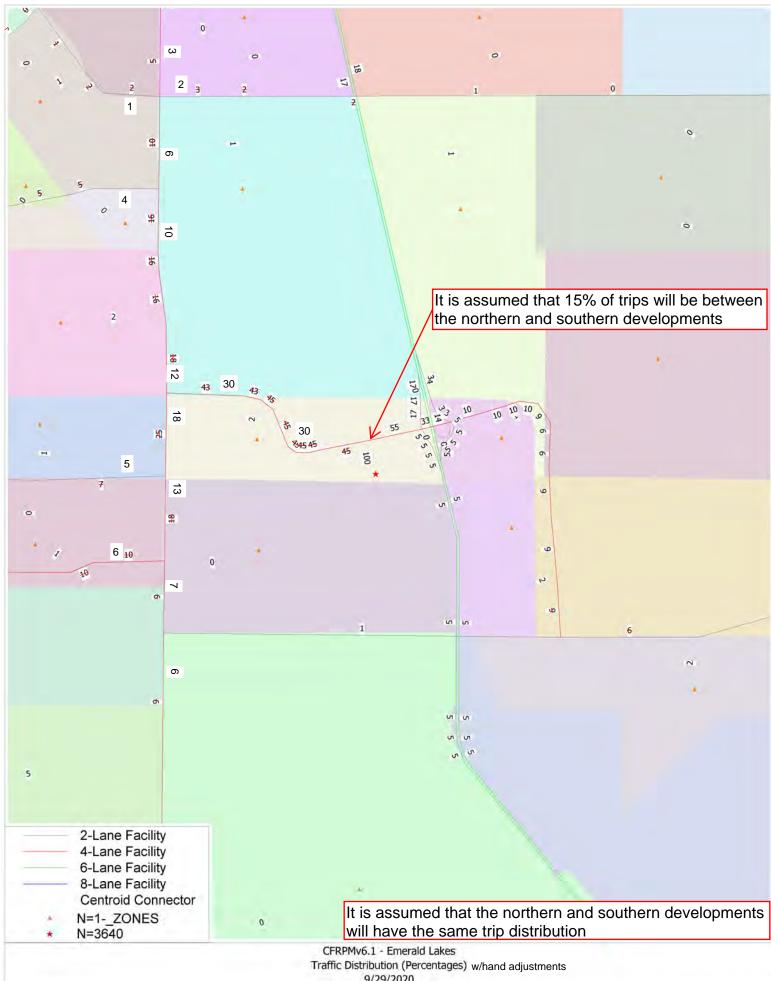
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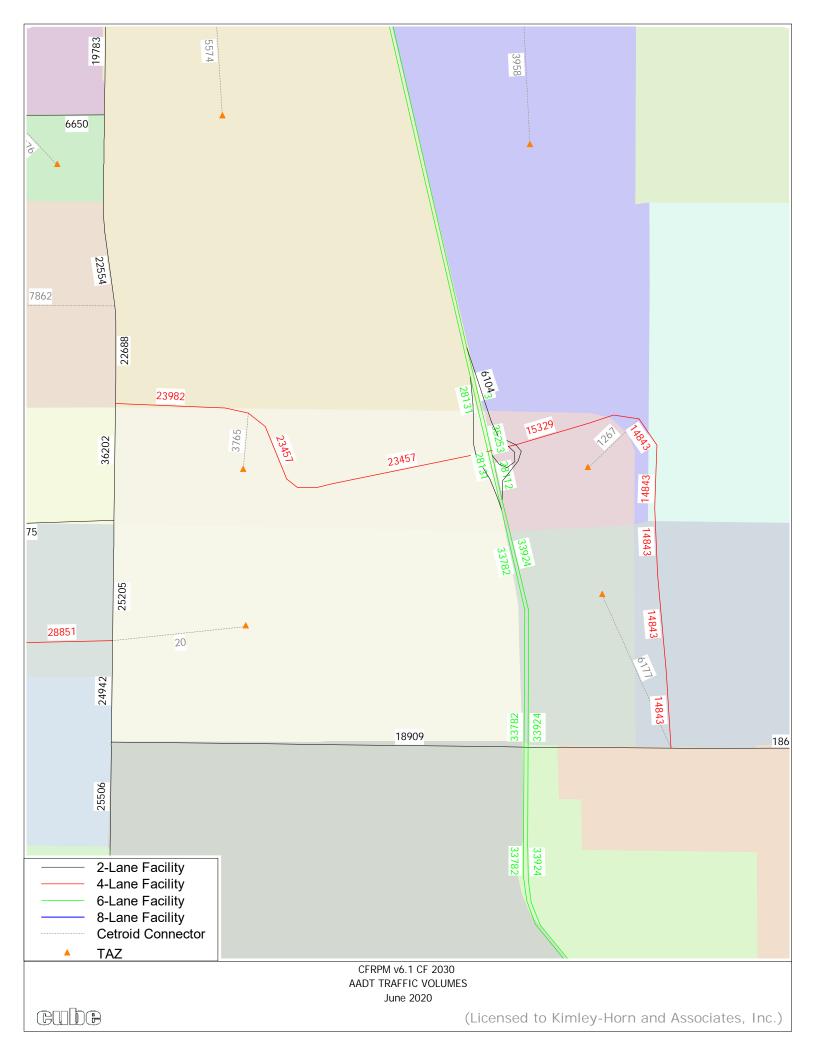


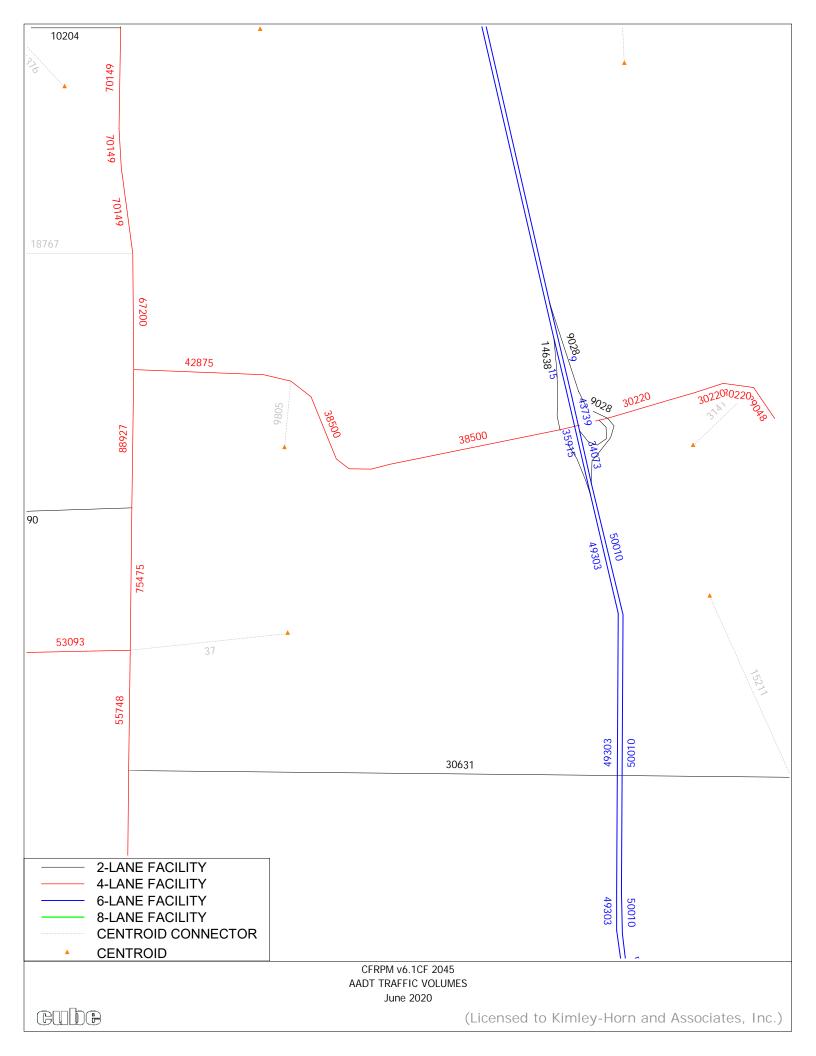


APPENDIX B: CFRPM MODEL OUTPUT



9/29/2020







APPENDIX C: SYNCHRO 10 ARTERIAL ANALYSIS

Arterial Level of Service: EB St. Johns Heritage Parkway

	Arterial	Flow	Running	Signal	Travel	Dist	Arterial	Arterial
Cross Street	Class	Speed	Time	Delay	Time (s)	(mi)	Speed	LOS
Lighthouse Boulevard	II	45	96.9	31.1	128.0	1.21	34.1	В
Flamingo Boulevard	II	45	22.6	27.6	50.2	0.21	14.9	E
Total	II		119.5	58.7	178.2	1.42	28.7	В

Arterial Level of Service: WB St. Johns Heritage Parkway

	Arterial	Flow	Running	Signal	Travel	Dist	Arterial	Arterial
Cross Street	Class	Speed	Time	Delay	Time (s)	(mi)	Speed	LOS
Flamingo Boulevard	II	45	50.7	29.5	80.2	0.63	28.4	В
Lighthouse Boulevard	II	45	22.6	10.4	33.0	0.21	22.6	С
Total	II		73.3	39.9	113.2	0.84	26.8	С

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Arterial Level of Service: EB St. Johns Heritage Parkway

	Arterial	Flow	Running	Signal	Travel	Dist	Arterial	Arterial
Cross Street	Class	Speed	Time	Delay	Time (s)	(mi)	Speed	LOS
Lighthouse Boulevard	II	45	96.9	35.4	132.3	1.21	33.0	В
Flamingo Boulevard	II	45	22.6	34.5	57.1	0.21	13.1	E
Total	II .		119.5	69.9	189.4	1.42	27.0	С

Arterial Level of Service: WB St. Johns Heritage Parkway

	Arterial	Flow	Running	Signal	Travel	Dist	Arterial	Arterial
Cross Street	Class	Speed	Time	Delay	Time (s)	(mi)	Speed	LOS
Flamingo Boulevard	II	45	50.7	39.9	90.6	0.63	25.2	С
Lighthouse Boulevard	II	45	22.6	11.6	34.2	0.21	21.9	D
Total	II		73.3	51.5	124.8	0.84	24.3	С

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APPENDIX D: INTERSECTION VOLUME DEVELOPMENT WORKSHEETS

INTERSECTION VOLUME DEVELOPMENT

St. Johns Heritage Parkway @ Flamingo Boulevard

AM PEAK HOUR		Northbound	d		Southbound	t		Eastbound			Westbound	i
AIVI PEAK HOUK	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	0	0	0	0	0	0	961	0	0	961	0
3Q Project Traffic % Assignment	10%	10%	25%		10%			30%	10%	25%	30%	
3Q Project Traffic Direction	OUT	OUT	OUT		IN			OUT	IN	IN	IN	
3Q Project Traffic	62	62	154		64			185	64	160	192	
3Q Pass-By % Assignment	5%		60%						5%	60%		
3Q Pass-By Traffic Direction	OUT		OUT						IN	IN		
3Q Pass-By Traffic	2		25						3	40		
4Q Project Traffic % Assignment		10%		35%	10%	10%	10%	20%			20%	35%
4Q Project Traffic Direction		IN		OUT	OUT	OUT	IN	OUT			IN	IN
4Q Project Traffic		65		224	64	64	65	128			131	229
4Q Pass-By % Assignment				60%		5%	5%					60%
4Q Pass-By Traffic Direction				OUT		OUT	IN					IN
4Q Pass-By Traffic				123		10	9					113
2030 Background Traffic	0	0	0	0	0	0	0	961	0	0	961	0
2030 Total Traffic	64	127	179	347	128	74	74	1,274	67	200	1,284	342

PM PEAK HOUR		Northbound	d		Southbound	t		Eastbound			Westbound	
PIVI PEAK HOUR	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	0	0	0	0	0	0	961	0	0	961	0
3Q Project Traffic % Assignment	10%	10%	25%		10%			30%	5%	25%	30%	
3Q Project Traffic Direction	OUT	OUT	OUT		IN			OUT	IN	IN	IN	
3Q Project Traffic	89	166	222		77			266	39	193	231	
3Q Pass-By % Assignment	5%		60%						5%	60%		
3Q Pass-By Traffic Direction	OUT		OUT						IN	IN		
3Q Pass-By Traffic	9		113						9	104		
4Q Project Traffic % Assignment		10%		35%	10%	10%	10%	20%			20%	35%
4Q Project Traffic Direction		IN		OUT	OUT	OUT	IN	OUT			IN	IN
4Q Project Traffic		75		228	140	65	75	130			151	264
4Q Pass-By % Assignment				60%		5%	5%					60%
4Q Pass-By Traffic Direction				OUT		OUT	IN					IN
4Q Pass-By Traffic				123		10	9					113
2030 Background Traffic*	0	0	0	0	0	0	0	961	0	0	961	0
2030 Total Traffic	98	241	335	351	217	75	84	1,357	48	297	1,343	377

INTERSECTION VOLUME DEVELOPMENT St. Johns Heritage Parkway @ Lighthouse Boulevard

AM PEAK HOUR		Northbound	d	;	Southbound	d		Eastbound		Westbound		
AIVI PEAK HOUR	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	0	0	0	0	0	0	961	0	0	961	0
3Q Project Traffic % Assignment	10%	5%	20%		5%			20%	10%	20%	20%	
3Q Project Traffic Direction	OUT	OUT	OUT		IN			IN/OUT	IN	IN	IN/OUT	
3Q Project Traffic	62	31	123		32			126	64	128	126	
3Q Pass-By % Assignment	5%		30%						5%	30%		
3Q Pass-By Traffic Direction	OUT		OUT						IN	IN		
3Q Pass-By Traffic	2		12						3	20		
4Q Project Traffic % Assignment		5%		20%	5%	10%	10%	20%			20%	20%
4Q Project Traffic Direction		IN		OUT	OUT	OUT	IN	IN/OUT			IN/OUT	IN
4Q Project Traffic		33		128	32	64	65	129			129	131
4Q Pass-By % Assignment				30%		5%	5%					30%
4Q Pass-By Traffic Direction				OUT		OUT	IN					IN
4Q Pass-By Traffic				62		10	9					57
	<u> </u>											
2030 Background Traffic	0	0	0	0	0	0	0	961	0	0	961	0
2030 Total Traffic	64	64	135	190	64	74	74	1,216	67	148	1,216	188

PM PEAK HOUR		Northbound	t		Southbound			Eastbound		Westbound		
PIVI PEAK HOUR	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	0	0	0	0	0	0	961	0	0	961	0
3Q Project Traffic % Assignment	10%	5%	20%		5%			20%	10%	20%	20%	
3Q Project Traffic Direction	OUT	OUT	OUT		IN			IN/OUT	IN	IN	IN/OUT	
3Q Project Traffic	89	44	177		39			166	77	154	166	
3Q Pass-By % Assignment	5%		30%						5%	30%		
3Q Pass-By Traffic Direction	OUT		OUT						IN	IN		
3Q Pass-By Traffic	9		57						9	52		
4Q Project Traffic % Assignment		5%		20%	5%	10%	10%	20%			20%	20%
4Q Project Traffic Direction		IN		OUT	OUT	OUT	IN	IN/OUT			IN/OUT	IN
4Q Project Traffic		38		130	33	65	75	140			140	151
4Q Pass-By % Assignment				30%		5%	5%					30%
4Q Pass-By Traffic Direction				OUT		OUT	IN					IN
4Q Pass-By Traffic				62		10	9					57
2030 Background Traffic*	0	0	0	0	0	0	0	961	0	0	961	0
2030 Total Traffic	98	82	234	192	72	75	84	1,267	86	206	1,267	208

INTERSECTION VOLUME DEVELOPMENT St. Johns Heritage Parkway @ Wahoo Boulevard

AM PEAK HOUR		Northbound	t	;	Southbound			Eastbound		Westbound		
AIVI PEAK HOUK	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	5	0	0	5	0	0	961	0	0	961	0
3Q Project Traffic % Assignment	5%		5%					25%	5%	5%	25%	
3Q Project Traffic Direction	OUT		OUT					IN/OUT	IN	IN	IN/OUT	
3Q Project Traffic	31		31					155	32	32	155	
4Q Project Traffic % Assignment				5%		5%	5%	25%			25%	5%
4Q Project Traffic Direction				OUT		OUT	IN	IN/OUT			IN/OUT	IN
4Q Project Traffic				32		32	33	163			161	33
2030 Background Traffic	0	5	0	0	5	0	0	961	0	0	961	0
2030 Total Traffic	31	5	31	32	5	32	33	1,279	32	32	1,277	33

PM PEAK HOUR		Northbound	t	;	Southbound			Eastbound		Westbound		
PIVI PEAK HOUK	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	5	0	0	5	0	0	961	0	0	961	0
3Q Project Traffic % Assignment	5%		5%					25%	5%	5%	25%	
3Q Project Traffic Direction	OUT		OUT					IN/OUT	IN	IN	IN/OUT	
3Q Project Traffic	44		44					216	39	39	198	
4Q Project Traffic % Assignment				5%		5%	5%	25%			25%	5%
4Q Project Traffic Direction				OUT		OUT	IN	IN/OUT			IN/OUT	IN
4Q Project Traffic				33		33	38	184			168	38
2030 Background Traffic*	0	5	0	0	5	0	0	961	0	0	961	0
2030 Total Traffic	44	5	44	33	5	33	38	1,361	39	39	1,327	38

INTERSECTION VOLUME DEVELOPMENT

St. Johns Heritage Parkway @ Barracuda Boulevard

AM PEAK HOUR		Northbound	d	;	Southbound	d		Eastbound			Westbound	
AIVI PEAK HOUK	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	2	0	0	2	0	0	961	0	0	961	0
3Q Project Traffic % Assignment	5%		5%					25%	5%	5%	25%	
3Q Project Traffic Direction	OUT		OUT					IN	IN	IN	OUT	
3Q Project Traffic	31		31					160	32	32	154	
4Q Project Traffic % Assignment				5%		5%	5%	25%			25%	5%
4Q Project Traffic Direction				OUT		OUT	IN	IN			OUT	IN
4Q Project Traffic				32		32	33	163			160	33
2030 Background Traffic	0	2	0	0	2	0	0	961	0	0	961	0
2030 Total Traffic	31	2	31	32	2	32	33	1,284	32	32	1,275	33

PM PEAK HOUR		Northbound	b	;	Southbound	d		Eastbound			Westbound	
PIVI PEAK HOUK	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	2	0	0	3	0	0	961	0	0	961	0
3Q Project Traffic % Assignment	5%		5%					25%	5%	5%	25%	
3Q Project Traffic Direction	OUT		OUT					IN	IN	IN	OUT	
3Q Project Traffic	44		44					193	39	39	222	
4Q Project Traffic % Assignment				5%		5%	5%	25%			25%	5%
4Q Project Traffic Direction				OUT		OUT	IN	IN			OUT	IN
4Q Project Traffic				33		33	38	189			163	38
2030 Background Traffic*	0	2	0	0	3	0	0	961	0	0	961	0
2030 Total Traffic	44	2	44	33	3	33	38	1,343	39	39	1,346	38



APPENDIX E: SYNCHRO 10 OUTPUT

	۶	→	•	•	←	•	1	†	<i>></i>	/	+	4	
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations	, j	^	7	7	^	7	7	↑ 1>	7	1,1	↑ ↑		
Traffic Volume (vph)	74	1274	67	200	1284	342	64	127	179	347	128	74	
Future Volume (vph)	74	1274	67	200	1284	342	64	127	179	347	128	74	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	
Adj. Flow (vph)	80	1385	73	217	1396	372	70	138	195	377	139	80	
Shared Lane Traffic (%)									47%				
Lane Group Flow (vph)	80	1385	73	217	1396	372	70	230	103	377	219	0	
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	Prot	NA	pm+ov	Prot	NA		
Protected Phases	1	6		5	2		7	4	5	3	8		
Permitted Phases	6		6	2		2			4				
Detector Phase	1	6	6	5	2	2	7	4	5	3	8		
Switch Phase													
Minimum Initial (s)	7.0	20.0	20.0	7.0	20.0	20.0	5.0	10.0	7.0	5.0	10.0		
Minimum Split (s)	14.2	26.8	26.8	14.2	26.8	26.8	9.5	22.5	14.2	9.5	22.5		
Total Split (s)	15.0	66.0	66.0	25.0	76.0	76.0	21.0	23.0	25.0	26.0	28.0		
Total Split (%)	10.7%	47.1%	47.1%	17.9%	54.3%	54.3%	15.0%	16.4%	17.9%	18.6%	20.0%		
Yellow Time (s)	4.8	4.8	4.8	4.8	4.8	4.8	3.5	3.7	4.8	3.5	3.7		
All-Red Time (s)	2.4	2.0	2.0	2.4	2.0	2.0	1.0	4.1	2.4	1.0	4.1		
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Total Lost Time (s)	7.2	6.8	6.8	7.2	6.8	6.8	4.5	7.8	7.2	4.5	7.8		
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lead	Lag		
Lead-Lag Optimize?		Yes	Yes	Yes			Yes	Yes	Yes	Yes	Yes		
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None	None	None	None		
v/c Ratio	0.43	0.83	0.08	0.84	0.74	0.37	0.51	0.66	0.23	0.79	0.36		
Control Delay	23.1	27.6	0.3	64.4	29.5	2.9	74.1	49.5	8.5	70.6	37.5		
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Total Delay	23.1	27.6	0.3	64.4	29.5	2.9	74.1	49.5	8.5	70.6	37.5		
Queue Length 50th (ft)	20	211	0	142	513	0	62	74	2	172	64		
Queue Length 95th (ft)	m62	#590	m0	#273	643	52	112	120	51	227	106		
Internal Link Dist (ft)		1016			3266			779			788		
Turn Bay Length (ft)	340		340	340		340							
Base Capacity (vph)	189	1661	859	282	1874	1013	208	415	466	527	613		
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0		
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0		
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0		
Reduced v/c Ratio	0.42	0.83	0.08	0.77	0.74	0.37	0.34	0.55	0.22	0.72	0.36		

Intersection Summary

Cycle Length: 140 Actuated Cycle Length: 140

Offset: 131 (94%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow

Natural Cycle: 100

Control Type: Actuated-Coordinated

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.



1: Flamingo Boulevard & St. Johns Heritage Parkway

	۶	→	•	•	←	•	4	†	/	/	ļ	4	
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations	Ĭ	^	7	Ĭ	^	7	Ĭ	∱ ⊅	7	ሻሻ	∱ ⊅		
Traffic Volume (veh/h)	74	1274	67	200	1284	342	64	127	179	347	128	74	
Future Volume (veh/h)	74	1274	67	200	1284	342	64	127	179	347	128	74	
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0	
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Work Zone On Approach		No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	
Adj Flow Rate, veh/h	80	1385	69	217	1396	335	70	138	172	377	139	76	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2	
Cap, veh/h	209	1862	831	261	1951	870	89	168	515	434	374	194	
Arrive On Green	0.05	0.52	0.52	0.07	0.55	0.55	0.05	0.09	0.09	0.13	0.17	0.17	
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	1870	3170	3456	2265	1172	
Grp Volume(v), veh/h	80	1385	69	217	1396	335	70	138	172	377	107	108	
Grp Sat Flow(s), veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1870	1585	1728	1777	1659	
Q Serve(g_s), s	2.8	42.6	3.0	7.8	40.9	16.9	5.4	10.2	6.7	15.0	7.5	8.1	
Cycle Q Clear(g_c), s	2.8	42.6	3.0	7.8	40.9	16.9	5.4	10.2	6.7	15.0	7.5	8.1	
Prop In Lane	1.00	10/0	1.00	1.00	1051	1.00	1.00	1/0	1.00	1.00	204	0.71	
Lane Grp Cap(c), veh/h V/C Ratio(X)	209 0.38	1862 0.74	831 0.08	261 0.83	1951 0.72	870 0.38	89 0.78	168 0.82	515 0.33	434 0.87	294 0.37	274 0.39	
Avail Cap(c_a), veh/h	223	1862	831	358	1951	870	210	203	575	531	294	274	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Upstream Filter(I)	0.66	0.66	0.66	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Uniform Delay (d), s/veh	20.4	26.0	16.6	26.5	23.4	18.1	65.7	62.6	51.9	60.1	51.9	52.2	
Incr Delay (d2), s/veh	0.8	1.8	0.1	11.2	2.3	1.3	13.8	19.7	0.4	12.4	0.8	0.9	
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
%ile BackOfQ(50%),veh/ln	1.1	17.4	1.2	4.5	16.7	6.5	2.8	5.8	2.7	7.3	3.4	3.5	
Unsig. Movement Delay, s/veh		17.7	1.2	7.5	10.7	0.5	2.0	3.0	2.1	7.5	5.4	3.3	
LnGrp Delay(d),s/veh	21.2	27.8	16.7	37.7	25.7	19.3	79.5	82.4	52.3	72.5	52.7	53.1	
LnGrp LOS	C	C	В	D	C	В	F	F	D	, <u>2</u> .0	D	D	
Approach Vol, veh/h		1534			1948			380			592		
Approach Delay, s/veh		27.0			26.0			68.2			65.4		
Approach LOS		C C			C C			E			E		
-11			•			,	-						
Timer - Assigned Phs	1	2	3	4	5	6	7	8					
Phs Duration (G+Y+Rc), s	13.9	83.7	22.1	20.4	17.4	80.2	11.5	30.9					
Change Period (Y+Rc), s	* 7.2	6.8	4.5	* 7.8	* 7.2	6.8	4.5	* 7.8					
Max Green Setting (Gmax), s	* 7.8	69.2	21.5	* 15	* 18	59.2	16.5	* 20					
Max Q Clear Time (g_c+l1), s	4.8	42.9	17.0	12.2	9.8	44.6	7.4	10.1					
Green Ext Time (p_c), s	0.0	12.8	0.6	0.4	0.3	8.2	0.1	0.8					
Intersection Summary													
HCM 6th Ctrl Delay			35.1										
HCM 6th LOS			D										

User approved volume balancing among the lanes for turning movement.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

	۶	→	•	•	←	•	1	†	/	/	ţ	4	
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations	ሻ	^	7	ሻ	^	7	ሻ	^	7	ሻ	†	7	
Traffic Volume (vph)	74	1216	67	148	1216	188	63	64	135	190	64	74	
Future Volume (vph)	74	1216	67	148	1216	188	63	64	135	190	64	74	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	
Adj. Flow (vph)	80	1322	73	161	1322	204	68	70	147	207	70	80	
Shared Lane Traffic (%)													
Lane Group Flow (vph)	80	1322	73	161	1322	204	68	70	147	207	70	80	
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm	
Protected Phases	1	6		5	2		7	4		3	8		
Permitted Phases	6		6	2		2	4		4	8		8	
Detector Phase	1	6	6	5	2	2	7	4	4	3	8	8	
Switch Phase													
Minimum Initial (s)	7.0	20.0	20.0	7.0	20.0	20.0	5.0	10.0	10.0	5.0	10.0	10.0	
Minimum Split (s)	14.9	26.8	26.8	14.7	26.8	26.8	9.5	25.8	25.8	9.5	25.8	25.8	
Total Split (s)	15.0	66.0	66.0	25.0	76.0	76.0	23.0	26.0	26.0	23.0	26.0	26.0	
Total Split (%)	10.7%	47.1%	47.1%	17.9%	54.3%	54.3%	16.4%	18.6%	18.6%	16.4%	18.6%	18.6%	
Yellow Time (s)	4.8	4.8	4.8	4.8	4.8	4.8	3.5	3.7	3.7	3.5	3.7	3.7	
All-Red Time (s)	3.1	2.0	2.0	2.9	2.0	2.0	1.0	4.1	4.1	1.0	4.1	4.1	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	7.9	6.8	6.8	7.7	6.8	6.8	4.5	7.8	7.8	4.5	7.8	7.8	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None	None	None	None	None	
v/c Ratio	0.37	0.73	0.08	0.62	0.68	0.21	0.26	0.46	0.49	0.60	0.25	0.20	
Control Delay	15.9	31.1	0.2	46.6	10.4	0.4	42.0	70.8	8.8	50.9	56.3	1.2	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay	15.9	31.1	0.2	46.6	10.4	0.4	42.0	70.8	8.8	50.9	56.3	1.2	
Queue Length 50th (ft)	25	487	0	80	131	0	48	62	0	158	58	0	
Queue Length 95th (ft)	50	672	0	m138	130	m1	86	112	31	228	107	0	
Internal Link Dist (ft)		793			1016			452			408		
Turn Bay Length (ft)	340	1010	340	340	1000	340	270	0.40	2/7	255	070	20.4	
Base Capacity (vph)	219	1813	905	316	1939	959	370	242	367	355	278	394	
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0	
Reduced v/c Ratio	0.37	0.73	0.08	0.51	0.68	0.21	0.18	0.29	0.40	0.58	0.25	0.20	

Intersection Summary

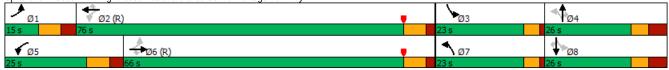
Cycle Length: 140
Actuated Cycle Length: 140
Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow

Natural Cycle: 90

Control Type: Actuated-Coordinated

m Volume for 95th percentile queue is metered by upstream signal.





	۶	→	•	•	←	•	4	†	/	/	↓	4	
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations	ሻ	^	7	ሻ	^	7	ሻ	†	7	ሻ	†	7	
Traffic Volume (veh/h)	74	1216	67	148	1216	188	63	64	135	190	64	74	
Future Volume (veh/h)	74	1216	67	148	1216	188	63	64	135	190	64	74	
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0	
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Work Zone On Approach		No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	
Adj Flow Rate, veh/h	80	1322	69	161	1322	177	68	70	129	207	70	73	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2	
Cap, veh/h	234	1916	854	255	1941	866	253	181	153	332	314	266	
Arrive On Green	0.05	0.54	0.54	0.06	0.55	0.55	0.05	0.10	0.10	0.12	0.17	0.17	
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	1870	1585	1781	1870	1585	
Grp Volume(v), veh/h	80	1322	69	161	1322	177	68	70	129	207	70	73	
Grp Sat Flow(s), veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1870	1585	1781	1870	1585	
Q Serve(q_s), s	2.7	38.2	2.9	5.6	37.6	8.0	4.8	4.9	11.2	14.2	4.5	5.6	
Cycle Q Clear(g_c), s	2.7	38.2	2.9	5.6	37.6	8.0	4.8	4.9	11.2	14.2	4.5	5.6	
Prop In Lane	1.00	30.2	1.00	1.00	37.0	1.00	1.00	7.7	1.00	1.00	7.0	1.00	
Lane Grp Cap(c), veh/h	234	1916	854	255	1941	866	253	181	153	332	314	266	
V/C Ratio(X)	0.34	0.69	0.08	0.63	0.68	0.20	0.27	0.39	0.84	0.62	0.22	0.27	
Avail Cap(c_a), veh/h	239	1916	854	375	1941	866	407	243	206	360	314	266	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Upstream Filter(I)	1.00	1.00	1.00	0.60	0.60	0.60	1.00	1.00	1.00	1.00	1.00	1.00	
Uniform Delay (d), s/veh	18.7	23.7	15.6	21.5	23.0	16.2	53.6	59.4	62.2	47.5	50.4	50.8	
Incr Delay (d2), s/veh	0.9	2.1	0.2	1.6	1.2	0.3	0.6	1.4	20.3	3.0	0.4	0.6	
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
%ile BackOfQ(50%),veh/ln	1.1	15.7	1.1	2.3	15.2	3.0	2.2	2.4	5.4	6.6	2.2	2.3	
Unsig. Movement Delay, s/veh	1.1	13.7	1.1	2.5	13.2	3.0	2.2	2.7	5.7	0.0	۷.۷	2.5	
LnGrp Delay(d),s/veh	19.6	25.7	15.7	23.1	24.1	16.6	54.1	60.7	82.5	50.4	50.7	51.4	
LnGrp LOS	19.0 B	25.7 C	15.7 B	23.1 C	24.1 C	10.0 B	D D	60.7 E	62.5 F	50.4 D	50.7 D	D D	
	ь	1471	ь		1660	ь	U	267	<u> </u>	U	350	U	
Approach Vol, veh/h													
Approach Delay, s/veh		24.9			23.2			69.6			50.7		
Approach LOS		С			С			Е			D		
Timer - Assigned Phs	1	2	3	4	5	6	7	8					
Phs Duration (G+Y+Rc), s	14.6	83.3	20.8	21.3	15.6	82.3	10.9	31.3					
Change Period (Y+Rc), s	7.9	6.8	4.5	* 7.8	* 7.7	6.8	4.5	* 7.8					
Max Green Setting (Gmax), s	7.1	69.2	18.5	* 18	* 17	59.2	18.5	* 18					
Max Q Clear Time (g_c+l1), s	4.7	39.6	16.2	13.2	7.6	40.2	6.8	7.6					
Green Ext Time (p c), s	0.0	11.7	0.1	0.3	0.3	9.1	0.1	0.4					
Intersection Summary													
HCM 6th Ctrl Delay			29.8										
HCM 6th LOS			29.8 C										
			C										
Notes													

^{*} HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

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Lanes, Volumes, Timings 3: Wahoo Boulevard & St. Johns Heritage Parkway

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations	7	^	7	,	^	7	J.	f)			4		
Traffic Volume (vph)	33	1279	32	32	1277	33	31	5	31	32	5	32	
Future Volume (vph)	33	1279	32	32	1277	33	31	5	31	32	5	32	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	
Adj. Flow (vph)	36	1390	35	35	1388	36	34	5	34	35	5	35	
Shared Lane Traffic (%)													
Lane Group Flow (vph)	36	1390	35	35	1388	36	34	39	0	0	75	0	
Sign Control		Free			Free			Stop			Stop		
Intersection Summary													
Control Type: Unsignalized													

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Intersection														
Movement		4.5												
Lane Configurations	it Delay, s/ven	1.5												
Traffic Vol, veh/h 33 1279 32 32 1277 33 31 5 31 32 5 32 Conflicting Peds, #hr 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	lovement							NBL		NBR	SBL		SBR	
Future Vol, veh/h 33 1279 32 32 1277 33 31 5 31 32 5 32 Conflicting Peds, #hr 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	ane Configurations	7	^↑	7	7	^	7	7	1→			4		
Conflicting Peds, #/hr	raffic Vol, veh/h	33	1279	32	32	1277	33	31	5	31	32	5	32	
Sign Control Free Free	uture Vol, veh/h	33	1279	32	32	1277	33	31	5	31	32	5	32	
RT Channelized - None - None - None - None Storage Length 350 - 370 340 - 360 0		0	0	0	0	0	0	0	0	0	0	0	0	
Storage Length 350 - 370 340 - 360 0 - - - - - - - -	ign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop	
Veh in Median Storage, # - 0	T Channelized	-	-	None	-	-	None	-	-	None	-	-	None	
Grade, % - 0 0 0 0 0 - 0 - 0 -		350	-	370	340	-	360	0	-	-	-	-	-	
Peak Hour Factor 92 22 2 2 228 2473 2 25	eh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-	
Heavy Vehicles, % 2 2 2 2 2 2 2 2 2	irade, %	-	0	-	-	0	-	-	0	-	-	0	-	
Major/Minor Major1 Major2 Minor1 Minor2 Conflicting Flow All 1424 0 0 1425 0 0 2229 2956 695 2228 2955 694 Stage 1 - - - - - - 1462 1462 - - 1458 - Stage 2 - - - - - 767 1494 - 770 1497 - Critical Hdwy 4.14 - - 4.14 - - 6.54 6.54 6.94 7.54 6.54 6.94 7.54 6.54 6.94 7.54 6.54 6.94 7.54 6.54 5.54 - 6.54 5.54 - 6.54 5.54 - 6.54 5.54 - 6.54 5.54 - 6.54 5.54 - 6.54 5.54 - 6.54 5.54 - 6.54 5.54 - 6.54 5.	eak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92	
Major/Minor Major1 Major2 Minor1 Minor2 Conflicting Flow All 1424 0 0 1425 0 0 2229 2956 695 2228 2955 694 Stage 1	eavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	
Conflicting Flow All 1424 0 0 1425 0 0 2229 2956 695 2228 2955 694 Stage 1 1462 1462 - 1458 1458 - Stage 2 1462 1462 - 1458 1458 - Stage 2	lvmt Flow	36	1390	35	35	1388	36	34	5	34	35	5	35	
Conflicting Flow All 1424 0 0 1425 0 0 2229 2956 695 2228 2955 694 Stage 1 1462 1462 - 1458 1458 - Stage 2 1462 1462 - 1458 1458 - Stage 2														
Conflicting Flow All 1424 0 0 1425 0 0 2229 2956 695 2228 2955 694 Stage 1 1462 1462 - 1458 1458 - Stage 2 1462 1462 - 1458 1458 - Stage 2 1462 1462 - 1458 1458	laior/Minor	Major1			Major2			Minor1			Minor2			
Stage 1 1462	•		0	0		0	0		2956	695		2955	694	
Stage 2	J		-										-	
Critical Howy 4.14 - 4.14 - - 7.54 6.54 6.94 7.54 6.54 6.94 Critical Howy Stg 1 - - - - - 6.54 5.54			_		_									
Critical Howy Stg 1 6.54 5.54 - 6.54 5.54 - Critical Howy Stg 2 6.54 5.54 - 6.54 5.54 - Follow-up Howy 2.22 2.22 3.52 4.02 3.32 3.52 4.02 3.32 Pot Cap-1 Maneuver *828 473 *44 8 385 *44 *8 *553 Stage 1 *135 192 - *522 *457 - Stage 2 *522 434 - *359 *184 - Platoon blocked, % 1 *522 434 - *359 *184 - Platoon blocked, % 1 1 1 1 1 1 1 1 1 1 1 1 1 1		111			111								6.01	
Critical Hdwy Stg 2 - - - - 6.54 5.54 - 6.54 5.54 - Follow-up Hdwy 2.22 - - 2.22 - - 3.52 4.02 3.32 3.52 4.02 3.32 Pot Cap-1 Maneuver *828 - - 473 - *44 8 385 *44 *8 *553 Stage 1 - - - - - *135 192 - *522 *457 - Stage 2 - - - - - *522 434 - *359 *184 - Platon blocked, % 1 - - - 1 </td <td></td> <td></td> <td>_</td> <td></td>			_											
Follow-up Hdwy 2.22 2.22 3.52 4.02 3.32 3.52 4.02 3.32 Pot Cap-1 Maneuver *828 473 - *44 8 385 *44 *8 *553 Stage 1 *135 192 - *522 *457 - Stage 2 *522 434 - *359 *184 - Platoon blocked, % 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		_												
Pot Cap-1 Maneuver	, ,	2 22	_										3 32	
Stage 1 - - - - *135 192 - *522 *457 - Stage 2 - - - - - *522 434 - *359 *184 - Platoon blocked, % 1 - - - - 1 <td></td>														
Stage 2 - - - - *522 434 - *359 *184 - Platoon blocked, % 1 - - - - 1			_	_		_	_		-					
Platoon blocked, % 1 - - - - 1		_												
Mov Cap-1 Maneuver *828 - - 473 - - *36 7 385 *36 *7 *553 Mov Cap-2 Maneuver - - - - - *118 151 - *223 *125 - Stage 1 - - - - *129 184 - *499 *424 - Stage 2 - - - - *447 402 - *304 *176 - Approach EB WB NB SB SB HCM Control Delay, s 0.2 0.3 31.5 22 HCM LOS D C C Minor Lane/Major Mvmt NBLn1 NBLn2 EBL EBT EBR WBL WBT WBR SBLn1 Capacity (veh/h) 118 317 *828 473 286		1	_	_		_	_						1	
Mov Cap-2 Maneuver - - - - *118 151 - *223 *125 - Stage 1 - - - - *129 184 - *499 *424 - Stage 2 - - - *447 402 - *304 *176 - Approach EB WB NB SB HCM Control Delay, s 0.2 0.3 31.5 22 HCM LOS D C Minor Lane/Major Mvmt NBLn1 NBLn2 EBL EBT EBR WBL WBT WBR SBLn1 Capacity (veh/h) 118 317 *828 473 286					473			-		385				
Stage 1 - </td <td>•</td> <td></td> <td>_</td> <td>_</td> <td></td> <td>_</td> <td>_</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	•		_	_		_	_							
Stage 2 - - - - *447 402 - *304 *176 - Approach EB WB NB SB HCM Control Delay, s 0.2 0.3 31.5 22 HCM LOS D C Minor Lane/Major Mvmt NBLn1 NBLn2 EBL EBT EBR WBL WBT WBR SBLn1 Capacity (veh/h) 118 317 *828 - - 473 - - 286													_	
Approach EB WB NB SB HCM Control Delay, s 0.2 0.3 31.5 22 HCM LOS D C Minor Lane/Major Mvmt NBLn1 NBLn2 EBL EBT EBR WBL WBT WBR SBLn1 Capacity (veh/h) 118 317 *828 - - 473 - - 286		_	_				_							
HCM Control Delay, s 0.2 0.3 31.5 22 HCM LOS D C Minor Lane/Major Mvmt NBLn1 NBLn2 EBL EBT EBR WBL WBT WBR SBLn1 Capacity (veh/h) 118 317 *828 - - 473 - - 286	Stage 2							777	702		304	170		
HCM Control Delay, s 0.2 0.3 31.5 22 HCM LOS D C Minor Lane/Major Mvmt NBLn1 NBLn2 EBL EBT EBR WBL WBT WBR SBLn1	nnraach	ED			\M/D			ND			CD			
D C C Minor Lane/Major Mvmt NBLn1 NBLn2 EBL EBT EBR WBL WBT WBR SBLn1 Capacity (veh/h) 118 317 *828 473 286 Capacity														
Minor Lane/Major Mvmt NBLn1 NBLn2 EBL EBT EBR WBL WBT WBR SBLn1 Capacity (veh/h) 118 317 * 828 473 286		0.2			0.5									
Capacity (veh/h) 118 317 * 828 473 286	CIVI LOS							U			C			
Capacity (veh/h) 118 317 * 828 473 286	linor Lano/Major Mumt		NDI n1	NDI 52	EDI	EDT	EDD	WDI	\M/DT	WDD	CDI n1			
	•					LDI	LDK		WDI	NDK				
UCM Long V/C Detic 0.207 0.207 0.202 0.002				-		-								
HCM Lane V/C Ratio 0.286 0.123 0.043 0.074 0.262						-	-		-	-				
HCM Control Delay (s) 47.3 17.9 9.5 13.2 22	J \ /					-	-		-	-				
HCM Lane LOS E C A B C HCM 95th %tile O(yeh) 11 0.4 0.1 0.2 1						-	-		-	-				
HCM 95th %tile Q(veh) 1.1 0.4 0.1 0.2 1	CIVI 95th %the Q(ven)		1.1	0.4	0.1	-	-	0.2	-	-				
Notes	otes													
~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon	: Volume exceeds capacity	\$: Delay e	exceeds 3	100s +:	Computati	on Not De	fined *	: All major	volume ir	n platoon				

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4: Barracuda Boulevard & St. Johns Heritage Parkway

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations	ሻ	∱ ∱		7	∱ ∱			- €			44		
Traffic Volume (vph)	33	1284	32	32	1275	33	31	2	31	32	2	32	
Future Volume (vph)	33	1284	32	32	1275	33	31	2	31	32	2	32	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	
Adj. Flow (vph)	36	1396	35	35	1386	36	34	2	34	35	2	35	
Shared Lane Traffic (%)													
Lane Group Flow (vph)	36	1431	0	35	1422	0	0	70	0	0	72	0	
Sign Control		Free			Free			Stop			Stop		
Intersection Summary													
Control Type: Unsignalized													

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Intersection	1.6											
Int Delay, s/veh												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	.	ħβ		ሻ	ħβ			4			4	
Traffic Vol, veh/h	33	1284	32	32	1275	33	31	2	31	32	2	32
-uture Vol, veh/h	33	1284	32	32	1275	33	31	2	31	32	2	32
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	350	-	-	360	-	-	-	-	-	-	-	-
/eh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
leavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
/Ivmt Flow	36	1396	35	35	1386	36	34	2	34	35	2	35
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1422	0	0	1431	0	0	2250	2978	716	2245	2977	711
Stage 1	-	-	-	-	-	-	1486	1486	-	1474	1474	,.,
Stage 2			-	_	_	_	764	1492	-	771	1503	_
ritical Hdwy	4.14			4.14			7.54	6.54	6.94	7.54	6.54	6.94
ritical Hdwy Stg 1	7.17			7.17	_	_	6.54	5.54	0.74	6.54	5.54	0.74
critical Hdwy Stg 2	_		_				6.54	5.54	-	6.54	5.54	_
ollow-up Hdwy	2.22			2.22		-	3.52	4.02	3.32	3.52	4.02	3.32
of Cap-1 Maneuver	*828	-	_	471	-	_	*41	7.02	373	41	7.02	*553
Stage 1	020	_		7/1	_	_	*130	186	-	513	451	555
Stage 2		<u> </u>		<u> </u>		-	*522	436	-	359	183	
latoon blocked. %	1			-			1	1	-	1	103	1
Mov Cap-1 Maneuver	*828			471	-	-	*35	6	373	~ 34	6	*553
Nov Cap-1 Maneuver	020				_		*114	147	-	225	123	-
Stage 1	-	-	_	-		_	*124	178	-	491	418	_
Stage 2	-	-	-	-	-	-	*450	404	-	309	175	-
Jiaye Z	-	_		-	_	-	400	404	_	307	175	-
pproach	EB			WB			NB			SB		
HCM Control Delay, s	0.2			0.3			38.8			20.4		
	0.2			0.3			38.8 E			20.4 C		
HCM LOS							E			C		
Minor Lane/Major Mvmt		NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1			
Capacity (veh/h)		174	* 828	LUI	LDIX	471	VVD1	WDI	305			
ICM Lane V/C Ratio		0.4	0.043	-	-	0.074	-	-	0.235			
ICM Control Delay (s)		38.8	9.5	-	-	13.3	-	-	20.4			
ICM Lane LOS		38.8 E	9.5 A	-	-	13.3 B	-	-	20.4 C			
HCM 95th %tile Q(veh)		1.8	0.1	-	-	0.2	-	-	0.9			
TOW FORT MINE Q(VEII)		1.0	U. I	-	-	0.2	-	-	0.9			
lotes												
: Volume exceeds capacity	\$: Delay	exceeds 3	00s +:	Computati	on Not De	fined	*: All major	volume i	n platoon			

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations	7	^	7	44	^	7	ሻ	∱ î≽	7	ሻሻ	∱ }		
Traffic Volume (vph)	84	1357	48	297	1343	377	98	241	335	351	217	75	
Future Volume (vph)	84	1357	48	297	1343	377	98	241	335	351	217	75	
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	
Adj. Flow (vph)	88	1414	50	309	1399	393	102	251	349	366	226	78	
Shared Lane Traffic (%)									46%				
Lane Group Flow (vph)	88	1414	50	309	1399	393	102	412	188	366	304	0	
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	pm+ov	Prot	NA		
Protected Phases	1	6		5	2		7	4	5	3	8		
Permitted Phases			6			2			4				
Detector Phase	1	6	6	5	2	2	7	4	5	3	8		
Switch Phase													
Minimum Initial (s)	7.0	20.0	20.0	7.0	20.0	20.0	5.0	10.0	7.0	5.0	10.0		
Minimum Split (s)	14.2	26.8	26.8	14.2	26.8	26.8	9.5	25.8	14.2	9.5	25.8		
Total Split (s)	23.0	71.0	71.0	24.0	72.0	72.0	24.0	31.0	24.0	24.0	31.0		
Total Split (%)	15.3%	47.3%	47.3%	16.0%	48.0%	48.0%	16.0%	20.7%	16.0%	16.0%	20.7%		
Yellow Time (s)	4.8	4.8	4.8	4.8	4.8	4.8	3.5	3.7	4.8	3.5	3.7		
All-Red Time (s)	2.4	2.0	2.0	2.4	2.0	2.0	1.0	4.1	2.4	1.0	4.1		
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Total Lost Time (s)	7.2	6.8	6.8	7.2	6.8	6.8	4.5	7.8	7.2	4.5	7.8		
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lead	Lag		
Lead-Lag Optimize?		Yes	Yes	Yes			Yes	Yes	Yes	Yes	Yes		
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None	None	None	None		
v/c Ratio	0.60	0.89	0.06	0.81	0.83	0.42	0.62	0.83	0.40	0.85	0.51		
Control Delay	81.7	34.5	1.2	81.7	39.9	6.4	81.2	66.6	29.8	82.3	54.7		
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Total Delay	81.7	34.5	1.2	81.7	39.9	6.4	81.2	66.6	29.8	82.3	54.7		
Queue Length 50th (ft)	90	268	0	152	627	33	98	181	105	182	128		
Queue Length 95th (ft)	m126	#622	m3	#223	776	113	158	244	184	#256	186		
Internal Link Dist (ft)		1016			3266			779			894		
Turn Bay Length (ft)	340		340	340		340							
Base Capacity (vph)	186	1593	779	393	1694	930	230	552	479	446	601		
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0		
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0		
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0		
Reduced v/c Ratio	0.47	0.89	0.06	0.79	0.83	0.42	0.44	0.75	0.39	0.82	0.51		

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150
Offset: 140 (93%), Referenced to phase 2:WBT and 6:EBT, Start of Yellow

Natural Cycle: 110

Control Type: Actuated-Coordinated

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.



	۶	→	•	•	←	•	1	†	<i>></i>	/	↓	4	
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations	ሻ	^	7	ሻሻ	^	7	ሻ	∱ ∱	7	ሻሻ	∱ ⊅		
Traffic Volume (veh/h)	84	1357	48	297	1343	377	98	241	335	351	217	75	
Future Volume (veh/h)	84	1357	48	297	1343	377	98	241	335	351	217	75	
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0	
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Work Zone On Approach		No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	
Adj Flow Rate, veh/h	88	1414	45	309	1399	353	102	251	315	366	226	70	
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2	
Cap, veh/h	109	1614	720	355	1762	786	124	277	795	413	532	161	
Arrive On Green	0.06 1781	0.45	0.45	0.10	0.50	0.50	0.07	0.15	0.15	0.12	0.20	0.20	
Sat Flow, veh/h		3554	1585	3456	3554	1585	1781	1870	3170	3456	2689	812	
Grp Volume(v), veh/h	88	1414	45	309	1399	353	102	251	315	366	147	149	
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1728	1777	1585	1781	1870	1585	1728	1777	1724	
Q Serve(g_s), s	7.3	54.1	2.4	13.2	49.1	21.7	8.5	19.8	12.4	15.6	10.9	11.3	
Cycle Q Clear(g_c), s	7.3	54.1	2.4	13.2	49.1	21.7	8.5	19.8	12.4	15.6	10.9	11.3	
Prop In Lane	1.00	1/14	1.00	1.00	17/0	1.00	1.00	077	1.00	1.00	252	0.47	
Lane Grp Cap(c), veh/h	109	1614	720 0.06	355	1762	786	124 0.82	277	795 0.40	413 0.89	352	341	
V/C Ratio(X) Avail Cap(c_a), veh/h	0.81 188	0.88 1614	720	0.87 387	0.79 1762	0.45 786	232	0.91 289	816	449	0.42 352	0.44 341	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Upstream Filter(I)	0.61	0.61	0.61	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Uniform Delay (d), s/veh	69.6	37.1	23.0	66.3	31.4	24.5	68.8	62.8	46.7	65.0	52.6	52.8	
Incr Delay (d2), s/veh	8.4	4.4	0.1	17.9	3.8	1.9	12.4	29.2	0.3	17.9	0.8	0.9	
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
%ile BackOfQ(50%),veh/ln	3.5	23.5	0.9	6.6	21.1	8.6	4.3	11.7	5.0	7.9	5.0	5.0	
Unsig. Movement Delay, s/veh	3.3	20.0	0.7	0.0	21.1	0.0	4.5	11.7	3.0	7.7	3.0	3.0	
LnGrp Delay(d),s/veh	78.0	41.5	23.1	84.2	35.2	26.4	81.3	92.0	47.0	83.0	53.4	53.7	
LnGrp LOS	70.0 E	D	C	F	D	C	F	72.0 F	T/.0	65.6 F	D	D	
Approach Vol, veh/h		1547		•	2061		•	668			662		
Approach Delay, s/veh		43.1			41.1			69.2			69.8		
Approach LOS		D			D			E			67.6 E		
Timer - Assigned Phs	1	2	3	4	5	6	7	8					
Phs Duration (G+Y+Rc), s Change Period (Y+Rc), s	16.4 * 7.2	81.2 6.8	22.4 4.5	30.0 * 7.8	22.6 * 7.2	74.9 6.8	15.0 4.5	37.5 * 7.8					
Max Green Setting (Gmax), s	* 16	65.2	19.5	* 23	* 17	64.2	19.5	* 23					
Max Q Clear Time (g_c+l1), s	9.3	51.1	17.6	21.8	15.2	56.1	10.5	13.3					
Green Ext Time (p_c), s	0.1	8.9	0.3	0.4	0.2	5.4	0.1	13.3					
, ,	0.1	0.7	0.3	0.4	0.2	0.4	0.1	1.2					
Intersection Summary													
HCM 6th Ctrl Delay			49.3										
HCM 6th LOS			D										

User approved volume balancing among the lanes for turning movement.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

	•	→	•	•	←	•	4	†	<i>></i>	/	ţ	4	
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations	7	^	7	7	^	7	7	^	7	7	†	7	
Traffic Volume (vph)	84	1267	86	206	1267	208	98	82	234	192	72	75	
Future Volume (vph)	84	1267	86	206	1267	208	98	82	234	192	72	75	
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	
Adj. Flow (vph)	88	1320	90	215	1320	217	102	85	244	200	75	78	
Shared Lane Traffic (%)													
Lane Group Flow (vph)	88	1320	90	215	1320	217	102	85	244	200	75	78	
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm	
Protected Phases	1	6		5	2		7	4		3	8		
Permitted Phases	6		6	2		2	4		4	8		8	
Detector Phase	1	6	6	5	2	2	7	4	4	3	8	8	
Switch Phase													
Minimum Initial (s)	7.0	20.0	20.0	7.0	20.0	20.0	5.0	10.0	10.0	5.0	10.0	10.0	
Minimum Split (s)	14.9	26.8	26.8	14.7	26.8	26.8	9.5	25.8	25.8	9.5	25.8	25.8	
Total Split (s)	15.0	67.0	67.0	26.0	78.0	78.0	23.0	34.0	34.0	23.0	34.0	34.0	
Total Split (%)	10.0%	44.7%	44.7%	17.3%	52.0%	52.0%	15.3%	22.7%	22.7%	15.3%	22.7%	22.7%	
Yellow Time (s)	4.8	4.8	4.8	4.8	4.8	4.8	3.5	3.7	3.7	3.5	3.7	3.7	
All-Red Time (s)	3.1	2.0	2.0	2.9	2.0	2.0	1.0	4.1	4.1	1.0	4.1	4.1	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	7.9	6.8	6.8	7.7	6.8	6.8	4.5	7.8	7.8	4.5	7.8	7.8	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None	None	None	None	None	
v/c Ratio	0.39	0.75	0.10	0.71	0.66	0.22	0.35	0.52	0.74	0.60	0.34	0.23	
Control Delay	17.2	35.4	0.2	60.6	11.6	0.7	46.9	75.9	26.7	54.3	64.3	1.6	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay	17.2	35.4	0.2	60.6	11.6	0.7	46.9	75.9	26.7	54.3	64.3	1.6	
Queue Length 50th (ft)	29	542	0	150	131	1	79	81	33	165	68	0	
Queue Length 95th (ft)	59	#792	0	m211	189	m2	124	134	125	230	120	0	
Internal Link Dist (ft)		793			1016			950			969		
Turn Bay Length (ft)	340		340	340		340							
Base Capacity (vph)	228	1759	877	327	1989	981	360	325	448	341	325	420	
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0	
Reduced v/c Ratio	0.39	0.75	0.10	0.66	0.66	0.22	0.28	0.26	0.54	0.59	0.23	0.19	

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150

Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow

Natural Cycle: 90

Control Type: Actuated-Coordinated

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.



2: Lighthouse Boulevard & St. Johns Heritage Parkway

Lane Configurations A		۶	→	•	•	—	•	1	†	<i>></i>	/	↓	✓	
Traffic Volume (vehrh)	Movement	EBL					WBR					SBT	SBR	
Fluture Volume (vehrlh) Flutinistia Q (20), veh O O O O O O O O O O O O O	Lane Configurations	ሻ	^	7	7	^	7	7	^	7	ሻ	†	7	
Initial Q (Qb), veh	Traffic Volume (veh/h)	84	1267	86	206	1267	208	98	82	234	192	72	75	
Ped-Biks, Adij (_ pbT)	Future Volume (veh/h)	84	1267	86	206	1267	208	98	82	234	192	72	75	
Parking Bus, Adj Work Zone On Approach No	Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0	
Work Zone On Approach	Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00	
Adj Sat Flow, veh/n/l 88 1320 81 215 1320 195 102 85 220 20 75 70 Peak Hour Factor 0.96 0.96 0.96 0.96 0.96 0.96 0.96 0.96	Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Adj Flow Rate, veh/h Peak Hour Factor O,96 O,96 O,96 O,96 O,96 O,96 O,96 O,96	Work Zone On Approach		No			No			No			No		
Peak Hour Factor 0.96 0.96 0.96 0.96 0.96 0.96 0.96 0.96	Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	
Percent Heavy Veh, % 2 2 2 2 2 2 2 2 2	Adj Flow Rate, veh/h	88	1320	81	215	1320	195	102	85	220	200	75	70	
Cap, weh'n 208 1730 772 253 1832 817 347 286 242 358 370 314 Arrive On Green 0.05 0.49 0.49 0.08 0.52 0.52 0.06 0.15 0.15 0.15 0.15 0.10 0.20 SSAIFLOW, weh'n 1781 3554 1585 1781 3554 1585 1781 1870 1781 1870 1781 1870 1781 1870 1781 1870 1781 1870 1781 1870 1781 1870 1781 1870 1781 1870 1781 1870 1781 187	Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	
Arrive On Green	Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2	
Sat Flow, veh/h 1781 3554 1585 1781 3554 1585 1781 3554 1585 1781 1870 1585 1781 1870 1585	Cap, veh/h	208	1730	772	253	1832	817	347	286	242	358	370	314	
Grp Volume(v), veh/h Grp Saf Flow(s), veh/h/h Grp Saf	Arrive On Green	0.05	0.49	0.49	0.08	0.52	0.52	0.06	0.15	0.15	0.11	0.20	0.20	
Grp Volume(v), veh/h Grp Saf Flow(s), veh/h/h Grp Saf	Sat Flow, veh/h													
Gip Sat Flow(s), veh/h/ln														
O Serve(g_s), s														
Cycle Q Clear(g_c), s														
Prop In Lane	13- 7:													
Lane Grp Cap(c), veh/h V/C Ratio(X) 0.42 0.76 0.10 0.85 0.72 0.24 0.29 0.30 0.91 0.56 0.20 0.22 Avail Cap(c_a), veh/h 211 1730 772 336 1832 817 458 327 277 388 370 314 HCM Palaton Ratio 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.0) (0= /-		43.3			72.7			0.1			5.0		
V/C Ratio(X) 0.42 0.76 0.10 0.85 0.72 0.24 0.29 0.30 0.91 0.56 0.20 0.22 Avail Cap(c_a), veh/h 211 1730 772 336 1832 817 458 327 277 388 370 314 HCM Platoon Ratio 1.00 1.			1730			1022			286			370		
Avail Cap(c_a), veh/h							-							
HCM Platoon Ratio														
Upstream Filter(I)														
Uniform Delay (d), s/veh														
Incr Delay (d2), s/veh														
Initial Q Delay(d3),s/veh 0.0 <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>														
%ile BackOrQ(50%),veh/ln 1.5 19.5 1.6 4.1 17.8 3.9 3.3 2.9 10.3 6.3 2.4 2.3 Unsig. Movement Delay, s/veh LnGrp Delay(d),s/veh 25.3 34.7 21.1 37.1 29.2 20.4 49.6 57.0 91.8 46.5 50.5 50.8 LnGrp LOS C C C D E F D D D Approach Vol, veh/h 1489 1730 407 345 Approach Delay, s/veh 33.4 29.2 74.0 48.3 Approach LOS C C E D Timer - Assigned Phs 1 2 3 4 5 6 7 8 Phs Duration (G+Y+Rc), s 14.7 84.1 20.4 30.7 19.0 79.8 13.7 37.5 Change Period (Y+Rc), s 7.9 6.8 4.5 *7.8 *7.7 6.8 4.5 *7.8 Max Q Clear Time (g_c+I1), s 5.6 44.9 15.8 22.5 11.0 47.5 9.2 7.6 <td>J \ /·</td> <td></td>	J \ /·													
Unsig. Movement Delay, s/veh LnGrp Delay(d), s/veh	J () / ·													
LnGrp Delay(d),s/veh 25.3 34.7 21.1 37.1 29.2 20.4 49.6 57.0 91.8 46.5 50.5 50.8 LnGrp LOS C C C D C C D E F D D D Approach Vol, veh/h 1489 1730 407 345 Approach Delay, s/veh 33.4 29.2 74.0 48.3 Approach LOS C C E D Timer - Assigned Phs 1 2 3 4 5 6 7 8 Phs Duration (G+Y+Rc), s 14.7 84.1 20.4 30.7 19.0 79.8 13.7 37.5 Change Period (Y+Rc), s 7.9 6.8 4.5 *7.8 *7.7 6.8 4.5 *7.8 Max Green Setting (Gmax), s 7.1 71.2 18.5 *26 *18 60.2 18.5 *26 Max Q-Clear Time (g_c+I1), s 5.6 44.9 15.8 22.5 11.0 47.5 9.2 7.6 Green Ext Time (` ,	1.5	19.5	1.0	4.1	17.8	3.9	3.3	2.9	10.3	0.3	2.4	2.3	
LnGrp LOS C C C D C C D E F D D D Approach Vol, veh/h 1489 1730 407 345 Approach Delay, s/veh 33.4 29.2 74.0 48.3 Approach LOS C C E D Timer - Assigned Phs 1 2 3 4 5 6 7 8 Phs Duration (G+Y+Rc), s 14.7 84.1 20.4 30.7 19.0 79.8 13.7 37.5 Change Period (Y+Rc), s 7.9 6.8 4.5 *7.8 *7.7 6.8 4.5 *7.8 Max Green Setting (Gmax), s 7.1 71.2 18.5 *26 *18.5 *26 Max Q Clear Time (g_c+I1), s 5.6 44.9 15.8 22.5 11.0 47.5 9.2 7.6 Green Ext Time (p_c), s 0.0 11.2 0.1 0.4 0.3 7.2 0.1 0.5 <t< td=""><td></td><td>25.2</td><td>247</td><td>21.1</td><td>27.1</td><td>20.2</td><td>20.4</td><td>40.7</td><td>F7.0</td><td>01.0</td><td>4/ F</td><td>F0 F</td><td>FO 0</td><td></td></t<>		25.2	247	21.1	27.1	20.2	20.4	40.7	F7.0	01.0	4/ F	F0 F	FO 0	
Approach Vol, veh/h Approach Delay, s/veh Approach Delay, s/veh Approach LOS C C C E D Timer - Assigned Phs 1 2 3 4 5 6 7 8 Phs Duration (G+Y+Rc), s 14.7 84.1 20.4 30.7 19.0 79.8 13.7 37.5 Change Period (Y+Rc), s 7.9 6.8 4.5 *7.8 *7.7 6.8 4.5 *7.8 Max Green Setting (Gmax), s 7.1 71.2 18.5 *26 *18 60.2 18.5 *26 Max Q Clear Time (g_c+I1), s 5.6 44.9 15.8 22.5 11.0 47.5 9.2 7.6 Green Ext Time (p_c), s 0.0 11.2 0.1 0.4 0.3 7.2 0.1 0.5 Intersection Summary HCM 6th Ctrl Delay BCM ACC CLEAR BCM	1 3.7				-									
Approach Delay, s/veh 33.4 29.2 74.0 48.3 Approach LOS C C E D Timer - Assigned Phs 1 2 3 4 5 6 7 8 Phs Duration (G+Y+Rc), s 14.7 84.1 20.4 30.7 19.0 79.8 13.7 37.5 Change Period (Y+Rc), s 7.9 6.8 4.5 *7.8 *7.7 6.8 4.5 *7.8 Max Green Setting (Gmax), s 7.1 71.2 18.5 *26 *18 60.2 18.5 *26 Max Q Clear Time (g_c+I1), s 5.6 44.9 15.8 22.5 11.0 47.5 9.2 7.6 Green Ext Time (p_c), s 0.0 11.2 0.1 0.4 0.3 7.2 0.1 0.5 Intersection Summary HCM 6th Ctrl Delay 37.0 HCM 6th LOS D		<u> </u>		C	υ			D		F	D		U	
Approach LOS C C E D Timer - Assigned Phs 1 2 3 4 5 6 7 8 Phs Duration (G+Y+Rc), s 14.7 84.1 20.4 30.7 19.0 79.8 13.7 37.5 Change Period (Y+Rc), s 7.9 6.8 4.5 *7.8 *7.7 6.8 4.5 *7.8 Max Green Setting (Gmax), s 7.1 71.2 18.5 *26 *18 60.2 18.5 *26 Max O Clear Time (g_c+I1), s 5.6 44.9 15.8 22.5 11.0 47.5 9.2 7.6 Green Ext Time (p_c), s 0.0 11.2 0.1 0.4 0.3 7.2 0.1 0.5 Intersection Summary HCM 6th Ctrl Delay 37.0 HCM 6th LOS D														
Timer - Assigned Phs 1 2 3 4 5 6 7 8 Phs Duration (G+Y+Rc), s 14.7 84.1 20.4 30.7 19.0 79.8 13.7 37.5 Change Period (Y+Rc), s 7.9 6.8 4.5 *7.8 *7.7 6.8 4.5 *7.8 Max Green Setting (Gmax), s 7.1 71.2 18.5 *26 *18 60.2 18.5 *26 Max Q Clear Time (g_c+I1), s 5.6 44.9 15.8 22.5 11.0 47.5 9.2 7.6 Green Ext Time (p_c), s 0.0 11.2 0.1 0.4 0.3 7.2 0.1 0.5 Intersection Summary HCM 6th Ctrl Delay 37.0 HCM 6th LOS D	_ 1 1 J ·													
Phs Duration (G+Y+Rc), s 14.7 84.1 20.4 30.7 19.0 79.8 13.7 37.5 Change Period (Y+Rc), s 7.9 6.8 4.5 *7.8 *7.7 6.8 4.5 *7.8 Max Green Setting (Gmax), s 7.1 71.2 18.5 *26 *18 60.2 18.5 *26 Max Q Clear Time (g_c+I1), s 5.6 44.9 15.8 22.5 11.0 47.5 9.2 7.6 Green Ext Time (p_c), s 0.0 11.2 0.1 0.4 0.3 7.2 0.1 0.5 Intersection Summary HCM 6th Ctrl Delay 37.0 HCM 6th LOS D	Approach LOS		С			С			Е			D		
Phs Duration (G+Y+Rc), s 14.7 84.1 20.4 30.7 19.0 79.8 13.7 37.5 Change Period (Y+Rc), s 7.9 6.8 4.5 *7.8 *7.7 6.8 4.5 *7.8 Max Green Setting (Gmax), s 7.1 71.2 18.5 *26 *18 60.2 18.5 *26 Max Q Clear Time (g_c+I1), s 5.6 44.9 15.8 22.5 11.0 47.5 9.2 7.6 Green Ext Time (p_c), s 0.0 11.2 0.1 0.4 0.3 7.2 0.1 0.5 Intersection Summary HCM 6th Ctrl Delay 37.0 HCM 6th LOS D	Timer - Assigned Phs	1	2	3	4	5	6	7	8					
Change Period (Y+Rc), s 7.9 6.8 4.5 *7.8 *7.7 6.8 4.5 *7.8 Max Green Setting (Gmax), s 7.1 71.2 18.5 *26 *18 60.2 18.5 *26 Max Q Clear Time (g_c+l1), s 5.6 44.9 15.8 22.5 11.0 47.5 9.2 7.6 Green Ext Time (p_c), s 0.0 11.2 0.1 0.4 0.3 7.2 0.1 0.5 Intersection Summary HCM 6th Ctrl Delay 37.0 HCM 6th LOS D		14.7	84.1	20.4	30.7	19.0	79.8	13.7	37.5					
Max Green Setting (Gmax), s 7.1 71.2 18.5 * 26 * 18 60.2 18.5 * 26 Max Q Clear Time (g_c+l1), s 5.6 44.9 15.8 22.5 11.0 47.5 9.2 7.6 Green Ext Time (p_c), s 0.0 11.2 0.1 0.4 0.3 7.2 0.1 0.5 Intersection Summary HCM 6th Ctrl Delay 37.0 HCM 6th LOS D			7 1											
Max Q Clear Time (g_c+11), s 5.6 44.9 15.8 22.5 11.0 47.5 9.2 7.6 Green Ext Time (p_c), s 0.0 11.2 0.1 0.4 0.3 7.2 0.1 0.5 Intersection Summary HCM 6th Ctrl Delay 37.0 HCM 6th LOS D														
Green Ext Time (p_c), s 0.0 11.2 0.1 0.4 0.3 7.2 0.1 0.5 Intersection Summary HCM 6th Ctrl Delay 37.0 HCM 6th LOS D														
Intersection Summary HCM 6th Ctrl Delay 37.0 HCM 6th LOS D	Green Ext Time (p_c), s													
HCM 6th Ctrl Delay 37.0 HCM 6th LOS D	4 = 7													
HCM 6th LOS D				27.0										
	,													
	Notes			U										

^{*} HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

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Lanes, Volumes, Timings 3: Wahoo Boulevard & St. Johns Heritage Parkway

	•	-	•	•	•	•	4	†	~	>	ļ	4	
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations	7	^	7	J.	^	7	7	f)			4		
Traffic Volume (vph)	38	1361	39	39	1327	38	44	5	44	33	5	33	
Future Volume (vph)	38	1361	39	39	1327	38	44	5	44	33	5	33	
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	
Adj. Flow (vph)	40	1418	41	41	1382	40	46	5	46	34	5	34	
Shared Lane Traffic (%)													
Lane Group Flow (vph)	40	1418	41	41	1382	40	46	51	0	0	73	0	
Sign Control		Free			Free			Stop			Stop		
Intersection Summary Control Type: Unsignalized													

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it Delay, s/veh	2.1											
			500							001	0.0.7	000
lovement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
ane Configurations	<u> </u>	^	7	ሻ	^	7	ሻ	ĵ.			4	
raffic Vol, veh/h	38	1361	39	39	1327	38	44	5	44	33	5	33
uture Vol, veh/h	38	1361	39	39	1327	38	44	5	44	33	5	33
onflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
ign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
T Channelized	-	-	None	-	-	None	-	-	None	-	-	None
torage Length	350	-	370	340	-	360	0	-	-	-	-	-
eh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
rade, %	- 0/	0	-	- 0/	0	-	-	0	-	-	0	-
eak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
eavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
vmt Flow	40	1418	41	41	1382	40	46	5	46	34	5	34
oior/Minor	Mojor1			Majora			Minor1			Minor		
lajor/Minor	Major1			Major2			Minor1	2002	700	Minor2	2002	/01
onflicting Flow All	1422	0	0	1459	0	0	2274	3002	709	2256	3003	691
Stage 1			-	-		-	1498	1498	-	1464	1464	-
Stage 2	-	-	-	-	-	-	776	1504	-	792	1539	- (04
ritical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
itical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
ritical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
ollow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
ot Cap-1 Maneuver	*789	-	-	459	-	-	*~ 40	*6	377	*43	*6	*528
Stage 1	-	-	-	-	-	-	*128	*184	-	*497	*436	-
Stage 2	-	-	-	-	-	-	*497	*436	-	*349	*176	-
latoon blocked, %	1	-	-	450	-	-	1	1	277	1	1	1
ov Cap-1 Maneuver	*789	-	-	459	-	-	*~ 33 *111	*~ 5	377	*~ 33	*~ 5	*528
ov Cap-2 Maneuver	-	-	-	-	-	-	*111	*144	-	*203	*112	-
Stage 1	-	-	-	-	-	-	*121	*175	-	*472	*397	-
Stage 2	-	-	-	-	-	-	*418	*397	-	*282	*167	-
oproach	EB			WB			NB			SB		
	0.3			0.4			37.3			24		
CM Control Delay, s CM LOS	0.3			0.4			37.3 E			24 C		
CIVI LUS							E			C		
inor Lane/Major Mvmt		NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1		
apacity (veh/h)		111	324	* 789			459			263		
CM Lane V/C Ratio		0.413	0.158	0.05	-	-	0.089			0.281		
CM Control Delay (s)		58.6	18.2	9.8	-	-	13.6	-	-	24		
CM Lane LOS		50.0 F	C	7.0 A			13.0 B	_	-	C		
CM 95th %tile Q(veh)		1.7	0.6	0.2	-	-	0.3	-	-	1.1		
otes												

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4: Barracuda Boulevard & St. Johns Heritage Parkway

	•	→	•	•	←	•	4	†	~	-	ļ	4	
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations	ሻ	∱ ∱		7	∱ ∱			4			4		
Traffic Volume (vph)	38	1343	39	39	1346	38	44	2	44	33	2	33	
Future Volume (vph)	38	1343	39	39	1346	38	44	2	44	33	2	33	
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	
Adj. Flow (vph)	40	1399	41	41	1402	40	46	2	46	34	2	34	
Shared Lane Traffic (%)													
Lane Group Flow (vph)	40	1440	0	41	1442	0	0	94	0	0	70	0	
Sign Control		Free			Free			Stop			Stop		
Intersection Summary													
Control Type: Unsignalized													

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Intersection													
Int Delay, s/veh	2.3												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations	Ŋ	ħβ		J.	ħβ			4			4		
Traffic Vol, veh/h	38	1343	39	39	1346	38	44	2	44	33	2	33	
Future Vol, veh/h	38	1343	39	39	1346	38	44	2	44	33	2	33	
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop	
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None	
Storage Length	350	-	-	360	-	-	-	-	-	-	-	-	
Veh in Median Storage, #	_	0	-	-	0	-	-	2	-	-	2	-	
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-	
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96	
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	
Mvmt Flow	40	1399	41	41	1402	40	46	2	46	34	2	34	
Major/Minor	Major1			Major2			Minor1			Minor2			
Conflicting Flow All	1442	0	0	1440	0	0	2284	3024	720	2285	3024	721	
Stage 1	-	-	-	-	-	-	1500	1500	-	1504	1504	-	
Stage 2	-	-	-	-	-	-	784	1524	-	781	1520	-	
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94	
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-	
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-	
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32	
Pot Cap-1 Maneuver	*789	-	-	467	-	-	*~ 39	*6	370	*39	*6	*528	
Stage 1	-	-	-	-	-	-	*128	*184	-	*497	*436	-	
Stage 2	-	-	-	-	-	-	*497	*436	-	*354	*179	-	
Platoon blocked, %	1	-	-		_	-	1	1		1	1	1	
Mov Cap-1 Maneuver	*789	-	-	467	-	-	*~ 32	*5	370	*~ 30	*5	*528	
Mov Cap-2 Maneuver	-		-	-	-	-	*111	*144	-	*208	*114	-	
Stage 1	-	_	_	-	-	-	*121	*175	-	*472	*398		
Stage 2	-	-	-	-	-	-	*422	*398	-	*291	*170	-	
Ŭ													
Approach	EB			WB			NB			SB			
HCM Control Delay, s	0.3			0.4			49.5			21.8			
HCM LOS							E			С			
Minor Lane/Major Mvmt		NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
		170	* 789	EDI -	EDK -	467	WDI	WDK	285				
Capacity (veh/h)				-									
HCM Captral Dalay (a)		0.551	0.05	-	-	0.087	-	-	0.249				
HCM Control Delay (s)		49.5	9.8	-	-	13.4		-	21.8				
HCM Lane LOS		E	A	-	-	В	-	-	C				
HCM 95th %tile Q(veh)		2.8	0.2	-	-	0.3	-	-	1				

\$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon ~: Volume exceeds capacity

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APPENDIX F: SENSITIVITY ANALYSIS

147787000 October 2020



2023 Buildout Trip Generation Table

147787000 October 2020

Table 1: Buildout Trip Generation - 3Q

Land Use	Int	Intensity		Daily Trips	AM Peak F	Hour of Adja	cent Street	PM Peak H	lour of Adja	cent Street
			,	Total	In	Out	Total	In	Out	
Proposed 3Q Development										
Single-Family Detached-Housing	23	3 DU		2,264	170	43	127	229	144	85
Multifamily Housing (Low-Rise)	7!	5 DU		526	36	8	28	46	29	17
Multifamily Housing (Mid-Rise)	27:	2 DU		1,481	91	24	67	116	71	45
Hotel	120) Rooms	6	928	55	32	23	64	33	31
General Office	106,000) SF		1,123	126	108	18	120	19	101
Shopping Center	403,000) SF		15,511	353	219	134	1,524	732	792
	Su	btotal		21,833	831	434	397	2,099	1,028	1,071
Internal Capture	Daily	AM	PM							
Overall Development	18%	9%	26%	3,892	74	37	37	538	269	269
O Totali Bottolopiilo.ii		btotal		3,892	74	37	37	538	269	269
Pass-By Traffic	Daily	AM	PM						405	
Shopping Center	34%	34%	34%	4,335	109	68	41	386	185	201
	Su	btotal		4,335	109	68	41	386	185	201
Driveway Volumes				17,941	757	397	360	1,561	759	802
TOTAL NET NEW TRIPS			13,606	648	329	319	1,175	574	601	

Note 1: Trip Generation was calculated using the data from ITE's Trip Generation Manual, 10th Edition

Note 2: 10% of Adjacent Street Traffic was calculated using the AADT volume data from the CFRPM v6.1 model output for St. Johns Heritage Parkway upon buildout of the development.

Single-Family Detached Housing [ITE 210]

Daily Ln(T) = 0.92*Ln(X)+2.71; (X is number of dwelling units)

AM Peak Hour of Adjacent Street $T = 0.71^*(X) + 4.80; (X \text{ is number of dwelling units}); (25\% \text{ in/ }75\% \text{ out})$ PM Peak Hour of Generator $Ln(T) = 0.96^*Ln(X) + 0.20; (X \text{ is number of dwelling units}); (63\% \text{ in/ }37\% \text{ out})$

Multifamily Housing (Low-Rise) [ITE 220]

Daily $T = 7.56^*(X)-40.86$; (X is number of dwelling units)

AM Peak Hour of Adjacent Street Ln(T) = 0.95*Ln(X) - 0.51*(X); (X is number of dwelling units); (23% in/ 77% out)PM Peak Hour of Generator Ln(T) = 0.89*Ln(X) - 0.02*(X); (X is number of dwelling units); (63% in/ 37% out)

Multifamily Housing (Mid-Rise) [ITE 221]

Daily T = 5.45*(X)-1.75; (X is number of dwelling units)

AM Peak Hour of Adjacent Street Ln(T) = 0.98*Ln(X)-0.98; (X is number of dwelling units); (26% in/74% out) PM Peak Hour of Generator Ln(T) = 0.96*Ln(X)-0.63; (X is number of dwelling units); (26% in/74% out)

Hotel [ITE 310]

Daily T = 11.29*(X)-426.97; (X is number of rooms)

AM Peak Hour of Adjacent Street $T = 0.50^{\circ}(X)-5.34$; (X is number of rooms); (59% in/ 41% out) PM Peak Hour of Generator $T = 0.75^{\circ}(X)-26.02$; (X is number of rooms); (51% in/ 49% out)

Resort Hotel [ITE 330]

Daily T = 11.29*(X)-426.97; (X is number of rooms)

AM Peak Hour of Adjacent Street T = 0.38*(X)-28.58; (X is number of rooms); (72% in/ 28% out) PM Peak Hour of Generator T = 0.52*(X)-55.42; (X is number of rooms); (43% in/ 57% out)

General Office Building [ITE 710]

Daily Ln(T) = 0.97*Ln(X)+2.50; (X is SF/1000)

AM Peak Hour of Adjacent Street $T = 0.94^*(X) + 26.49$; (X is SF/1000); (86% in/ 14% out) PM Peak Hour of Generator $Ln(T) = 0.95^*Ln(X) + 0.36$; (X is SF/1000); (16% in/ 84% out)

Shopping Center [ITE 820]

Daily $Ln(T) = 0.68 \times Ln(X) + 5.57$; (X is SF/1000)

AM Peak Hour of Adjacent Street $T = 0.50^{+}(X) + 151.78$; (X is SF/1000); (62% in/ 38% out) PM Peak Hour of Generator $Ln(T) = 0.74^{+}Ln(X) + 2.89$; (X is SF/1000); (48% in/ 52% out)





St. Johns Heritage Parkway & Flamingo Boulevard

147787000 October 2020

INTERSECTION VOLUME DEVELOPMENT

St. Johns Heritage Parkway @ Flamingo Boulevard

AM PEAK HOUR	Northbound		;	Southbound	d		Eastbound			Westbound		
AIVI PEAK HOUK	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	0	0	0	0	0	0	843	0	0	843	0
3Q Project Traffic % Assignment	15%		20%					35%	15%	20%	35%	
3Q Project Traffic Direction	OUT		OUT					OUT	IN	IN	IN	
3Q Project Traffic	48		64					112	49	66	115	
3Q Pass-By % Assignment	5%		60%						5%	60%		
3Q Pass-By Traffic Direction	OUT		OUT						IN	IN		
3Q Pass-By Traffic	2		25						3	41		
2030 Background Traffic	0	0	0	0	0	0	0	843	0	0	843	0
2030 Total Traffic	50	0	89	0	0	0	0	955	52	107	958	0

PM PEAK HOUR		Northbound	t		Southbound	d		Eastbound			Westbound	
PIVI PEAK HOUK	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	0	0	0	0	0	0	843	0	0	843	0
3Q Project Traffic % Assignment	15%		20%					35%	5%	20%	35%	
3Q Project Traffic Direction	OUT		OUT					OUT	IN	IN	IN	
3Q Project Traffic	90		120					210	29	115	201	
3Q Pass-By % Assignment	5%		60%						5%	60%		
3Q Pass-By Traffic Direction	OUT		OUT						IN	IN		
3Q Pass-By Traffic	10		121						9	111		
2030 Background Traffic*	0	0	0	0	0	0	0	843	0	0	843	0
2030 Total Traffic	100	0	241	0	0	0	0	1,053	38	226	1,044	0

Pagones The	orem		
Situation	Approach configuration	Condition	Reduction of right turns
1	Shared Left/ Through/Right	R > 0.7A $0.7A \ge R > 0.35A$ $R \le 0.35A$	Reduce R by 60 percent Reduce R by 40 percent Reduce R by 20 percent
2	Exclusive Left, Shared Through/ Right	$R > 3T$ $3T \ge R > T/3$ $R \le T/3$	Reduce R by 60 percent Reduce R by 40 percent Reduce R by 20 percent
3	Any configuration with an exclusive right turn lane (usually ≥ 600 feet long)		Reduce R by 75 percent in all cases
4	Shared Left/Through and Shared Through/Right	R > (T + L) L > (T + R) $L = T = R (\pm 10 \text{ vehicles})$ L = T > 3R R = T > 3L All other cases	Reduce R by 65 percent Use Situation 2 Reduce R by 40 percent Reduce R by 20 percent Reduce R by 50 percent Reduce R by 30 percent
5	Exclusive Left, Exclusive Through and Shared Through/Right	$R > T$ $T \ge R > T/2$ $T/2 \ge R > T/4$ $R \le T/4$	Reduce R by 75 percent Reduce R by 50 percent Reduce R by 30 percent Reduce R by 15 percent

Where: L = number of left turning vehicles in approach;

T= number of through vehicles in approach;

R= number of right turning vehicles in approach, and

A = (L + T + R).

TABLE 3 TRAFFIC SIGNAL WARRANT SUMMARY WITH PAGONES THEOREM

City: County:	Micco Brevard	Engineer: Date:		Kimley-Horn October 8, 2020				
Major Street: Minor Street:	St. Johns Heritage Parkway Flamingo Boulevard	Lanes: 2 Lanes: 2	Critical A	Approach Sp	eed: 45			
2. Is the intersec	ria speed of major street traffic > 70 km/h (40 ction in a built-up area of isolated communi 2 above is answered "Yes", then use "70%	ty of <10,000 population	1?	■ Yes □ Yes ■ 70%	□ No ■ No □ 100%			
WARRANT 3 - PI	EAK HOUR ore fullfilled or the plotted point lies above the ap-		Applicable:	■ Yes	□ No			

Unusual condition justifying use of warrant:

then the warrant is satisfed.

N/A

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour Volumes								
7:30 AM - 8:30 AM								
Major Street	2,072							
Minor Street	72							

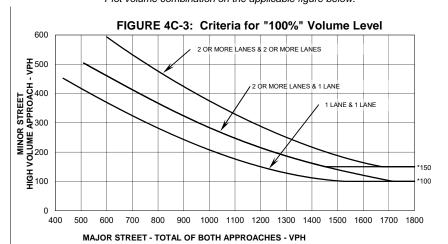
Criteria

Delay on Minor Approach *(vehicle-hours) * * * * * * * * * * * * *								
Approach Lanes	1	2						
Delay Criteria*	4.0	5.0						
Delay* 0.7								
Fulfilled?: ☐ Yes ■ No								

Volume on Minor Approach *(vehicles per hour) * * * * * * * * * * * * * * * * * *									
Approach Lanes 1 2									
Volume Criteria*	75	100							
Volume* 72									
Fulfilled?: ☐ Yes ■ No									

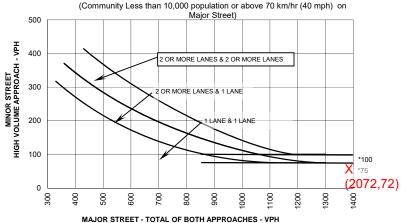
Total Entering Volume *(vehicles per hour) * * * * * * * * * * * * * * * * * *						
No. of Approaches	3	4				
Volume Criteria*	650	800				
Volume*		2,144				
Fulfilled?: ■ Yes		No				

Plot volume combination on the applicable figure below.



* Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

FIGURE 4C-4: Criteria for "70%" Volume Level



* Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

Source: Revised from NCHRP Report 457

TABLE 3 TRAFFIC SIGNAL WARRANT SUMMARY WITH PAGONES THEOREM

City: County:	Micco Brevard	Engineer: Date:	Kimley-Horn October 8, 2020
Major Street: Minor Street:	St. Johns Heritage Parkway Flamingo Boulevard	Lanes: 2 Lanes: 2	Critical Approach Speed: 45
Volume Level Crite	ria		

- 1. Is the critical speed of major street traffic > 70 km/h (40 mph)?
- 2. Is the intersection in a built-up area of isolated community of <10,000 population?
- If Question 1 or 2 above is answered "Yes", then use "70%" volume level

	Yes	No
П	Yes	No

■ 70% □ 100%

WARRANT 3 - PEAK HOUR

If all three criteria are fullfilled or the plotted point lies above the appropriate line,

Applicable: Yes Satisfied: Yes

□ No □ No

then the warrant is satisfed.

Unusual condition justifying use of warrant:

N/A

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour Volumes				
4:30 PM - 5:30 PM				
Major Street	2,361			
Minor Street	160			

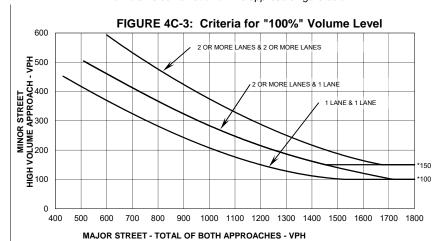
Criteria

Delay on Minor Approach *(vehicle-hours) * * * * * * * * * * * * * * * * * *						
Approach Lanes	1	2				
Delay Criteria*	4.0	5.0				
Delay*		8.3				
Fulfilled?: ■ Yes □ No						

Volume on Minor Approach *(vehicles per hour) *						
Approach Lanes	1	2				
Volume Criteria*	75	100				
Volume*		160				
Fulfilled?: ■ Yes		No				

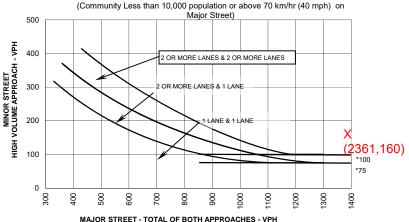
Total Entering Volume *(vehicles per hour) * * * * * * * * * * * * * * * * * *						
No. of Approaches	3	4				
Volume Criteria*	650	800				
Volume*		2,521				
Fulfilled?: ■ Yes		No				

Plot volume combination on the applicable figure below.



* Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

FIGURE 4C-4: Criteria for "70%" Volume Level



* Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

Source: Revised from NCHRP Report 457



St. Johns Heritage Parkway & Lighthouse Boulevard

147787000 October 2020

INTERSECTION VOLUME DEVELOPMENT St. Johns Heritage Parkway @ Lighthouse Boulevard

AM PEAK HOUR	Northbound		Southbound		Eastbound			Westbound				
AIVI PEAK HOUR	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	0	0	0	0	0	0	843	0	0	843	0
3Q Project Traffic % Assignment	15%		20%					30%	15%	20%	30%	
3Q Project Traffic Direction	OUT		OUT					IN/OUT	IN	IN	IN/OUT	
3Q Project Traffic	48		64					97	49	66	97	
3Q Pass-By % Assignment	5%		30%						5%	30%		
3Q Pass-By Traffic Direction	OUT		OUT						IN	IN		
3Q Pass-By Traffic	2		12						3	20		
2030 Background Traffic	0	0	0	0	0	0	0	843	0	0	843	0
2030 Total Traffic	50	0	76	0	0	0	0	940	52	86	940	0

PM PEAK HOUR		Northbound	t		Southbound	d		Eastbound			Westbound	
PIVI PEAK HOUK	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2030 Peak Season Volumes	0	0	0	0	0	0	0	843	0	0	843	0
3Q Project Traffic % Assignment	15%		20%					30%	15%	20%	30%	
3Q Project Traffic Direction	OUT		OUT					IN/OUT	IN	IN	IN/OUT	
3Q Project Traffic	90		120					176	86	115	176	
3Q Pass-By % Assignment	5%		30%						5%	30%		
3Q Pass-By Traffic Direction	OUT		OUT						IN	IN		
3Q Pass-By Traffic	10		60						9	56		
2030 Background Traffic*	0	0	0	0	0	0	0	843	0	0	843	0
2030 Total Traffic	100	0	180	0	0	0	0	1,019	95	171	1,019	0

Pagones The	orem		
Situation	Approach configuration	Condition	Reduction of right turns
1	Shared Left/ Through/Right	R > 0.7A $0.7A \ge R > 0.35A$ $R \le 0.35A$	Reduce R by 60 percent Reduce R by 40 percent Reduce R by 20 percent
2	Exclusive Left, Shared Through/ Right	$R > 3T$ $3T \ge R > T/3$ $R \le T/3$	Reduce R by 60 percent Reduce R by 40 percent Reduce R by 20 percent
3	Any configuration with an exclusive right turn lane (usually ≥ 600 feet long)		Reduce R by 75 percent in all cases
4	Shared Left/Through and Shared Through/Right	R > (T + L) L > (T + R) $L = T = R (\pm 10 \text{ vehicles})$ L = T > 3R R = T > 3L All other cases	Reduce R by 65 percent Use Situation 2 Reduce R by 40 percent Reduce R by 20 percent Reduce R by 50 percent Reduce R by 30 percent
5	Exclusive Left, Exclusive Through and Shared Through/Right	$R > T$ $T \ge R > T/2$ $T/2 \ge R > T/4$ $R \le T/4$	Reduce R by 75 percent Reduce R by 50 percent Reduce R by 30 percent Reduce R by 15 percent

Where: L = number of left turning vehicles in approach;

T= number of through vehicles in approach;

R= number of right turning vehicles in approach, and

A = (L + T + R).

TABLE 3 TRAFFIC SIGNAL WARRANT SUMMARY WITH PAGONES THEOREM

City: County:	Micco Brevard	Engineer: Date:	Kimley-Horn October 8, 2020
Major Street: Minor Street:	St. Johns Heritage Parkway Lighthouse Boulevard	Lanes: 2 Lanes: 2	Critical Approach Speed: 45
Volume I evel Criteri	a		

- 1. Is the critical speed of major street traffic > 70 km/h (40 mph)?
- 2. Is the intersection in a built-up area of isolated community of <10,000 population?

If Question 1 or 2 above is answered "Yes", then use "70%" volume level

	Yes	No
П	Yes	No

70% □ 100%

WARRANT 3 - PEAK HOUR

If all three criteria are fullfilled or the plotted point lies above the appropriate line,

Applicable: Yes Satisfied: ☐ Yes

□ No ■ No

then the warrant is satisfed.

Unusual condition justifying use of warrant:

N/A

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour Volumes		
7:30 AM - 8:30 AM		
Major Street	2,018	
Minor Street	69	

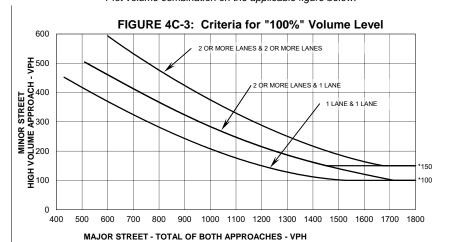
Criteria

1. Delay on Minor Approach *(vehicle-hours)			
Approach Lanes	1	2	
Delay Criteria*	4.0	5.0	
Delay*		0.6	
Fulfilled?:		No	

Volume on Minor Approach *(vehicles per hour) *			
Approach Lanes 1 2			
Volume Criteria*	75	100	
Volume*		69	
Fulfilled?: ☐ Yes ■ No		No	

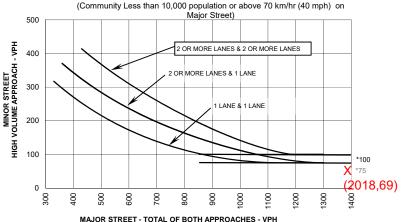
3. Total Entering Volume *(vehicles per hour)			
No. of Approaches	3	4	
Volume Criteria*	650	800	
Volume*		2,087	
Fulfilled?: ■ Yes		No	

Plot volume combination on the applicable figure below.



* Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

FIGURE 4C-4: Criteria for "70%" Volume Level



* Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

Source: Revised from NCHRP Report 457

TABLE 3 TRAFFIC SIGNAL WARRANT SUMMARY WITH PAGONES THEOREM

City:	-			Kimley-Horn October 8, 2020	
Major Street: St. Johns Heritage Parkway Minor Street: Flamingo Boulevard		Lanes: 2 Criti		tical Approach Speed: 45	
	ria speed of major street traffic > 70 km/h (40 ction in a built-up area of isolated communi	' '	n?	■ Yes	□ No ■ No
If Question 1 or	2 above is answered "Yes", then use "70%	" volume level		■ 70%	□ 100%
WARRANT 3 - P If all three criteria a then the warrant is	are fullfilled or the plotted point lies above the ap		Applicable: Satisfied:	■ Yes ■ Yes	□ No

Unusual condition justifying use of warrant:

N/A

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour Volumes		
4:30 PM - 5:30 PM		
Major Street	2,304	
Minor Street	145	

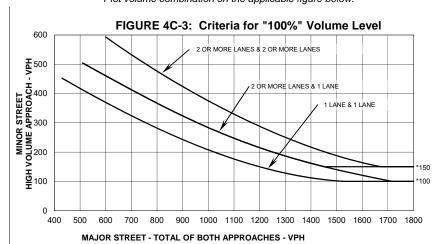
Criteria

Delay on Minor Approach *(vehicle-hours) * * * * * * * * * * * * * * * * * *			
Approach Lanes	1	2	
Delay Criteria*	4.0	5.0	
Delay*		4.8	
Fulfilled?: ☐ Yes ■ No			

Volume on Minor Approach *(vehicles per hour) * * * * * * * * * * * * *			
Approach Lanes 1			
Volume Criteria*	75	100	
Volume*		145	
Fulfilled?: ■ Yes □ No			

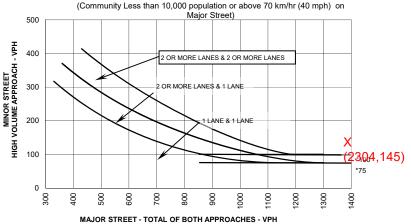
3. Total Entering Volume *(vehicles per hour)			
No. of Approaches	3	4	
Volume Criteria*	650	800	
Volume*		2,449	
Fulfilled?: ■ Yes		No	

Plot volume combination on the applicable figure below.



* Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

FIGURE 4C-4: Criteria for "70%" Volume Level

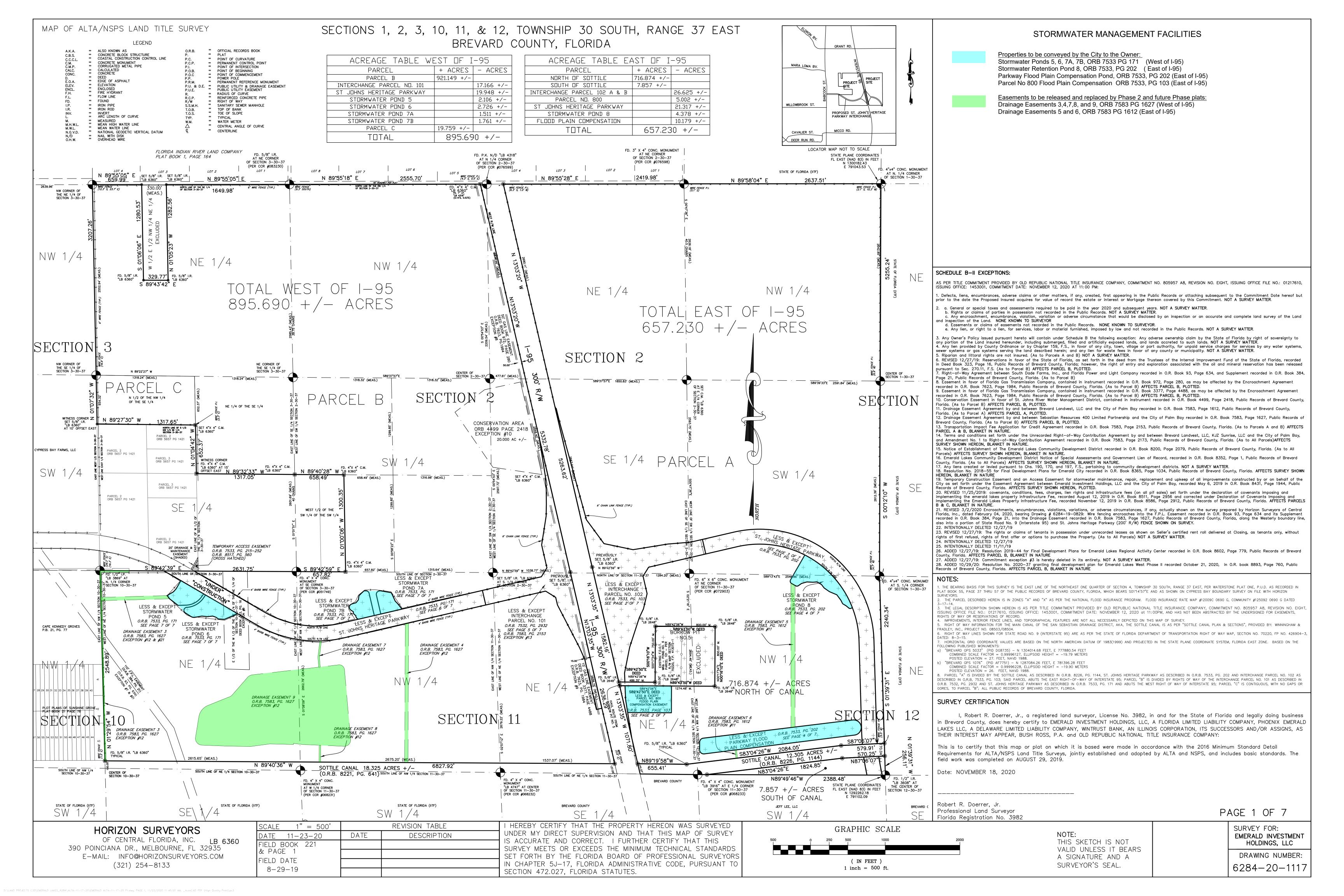


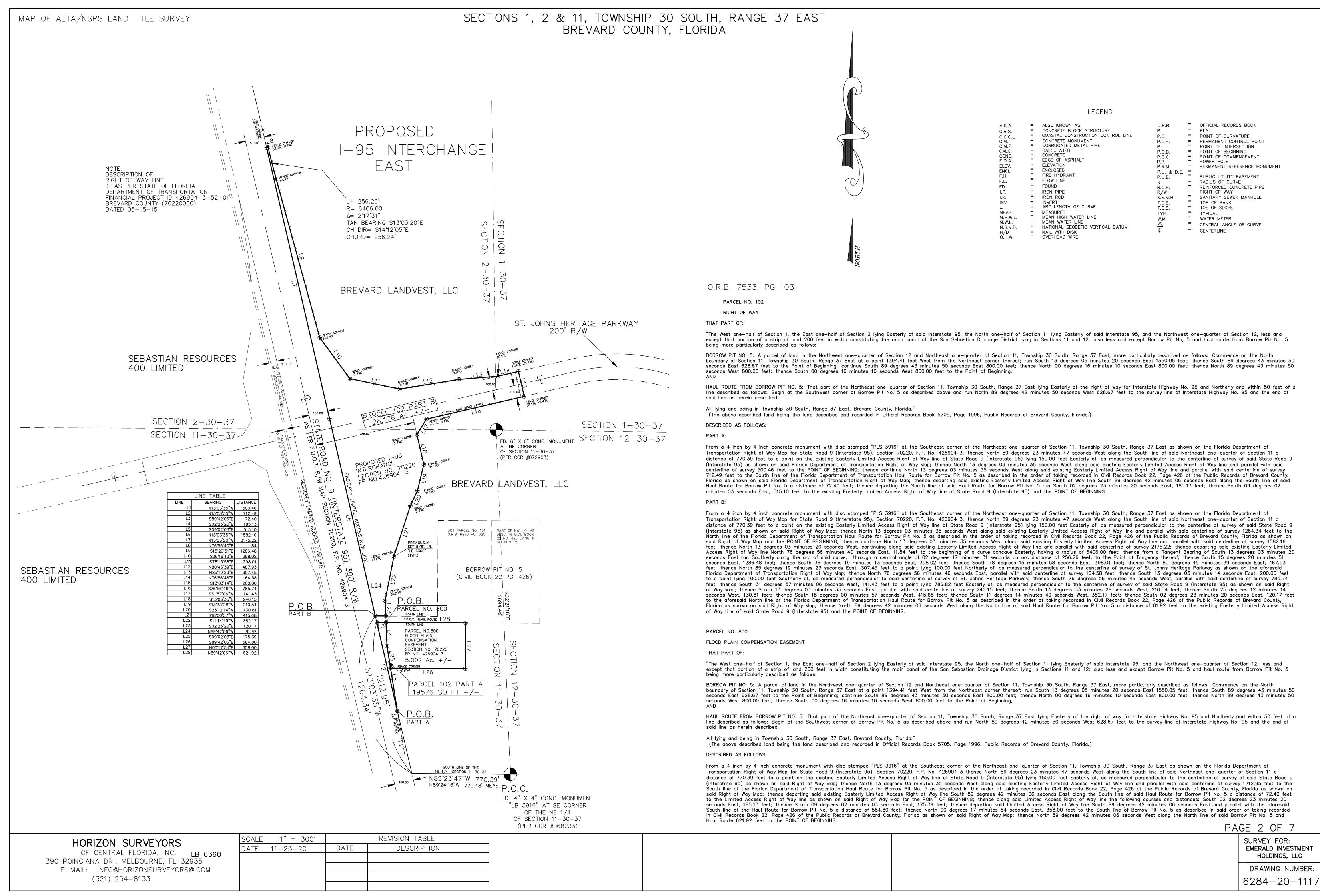
* Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

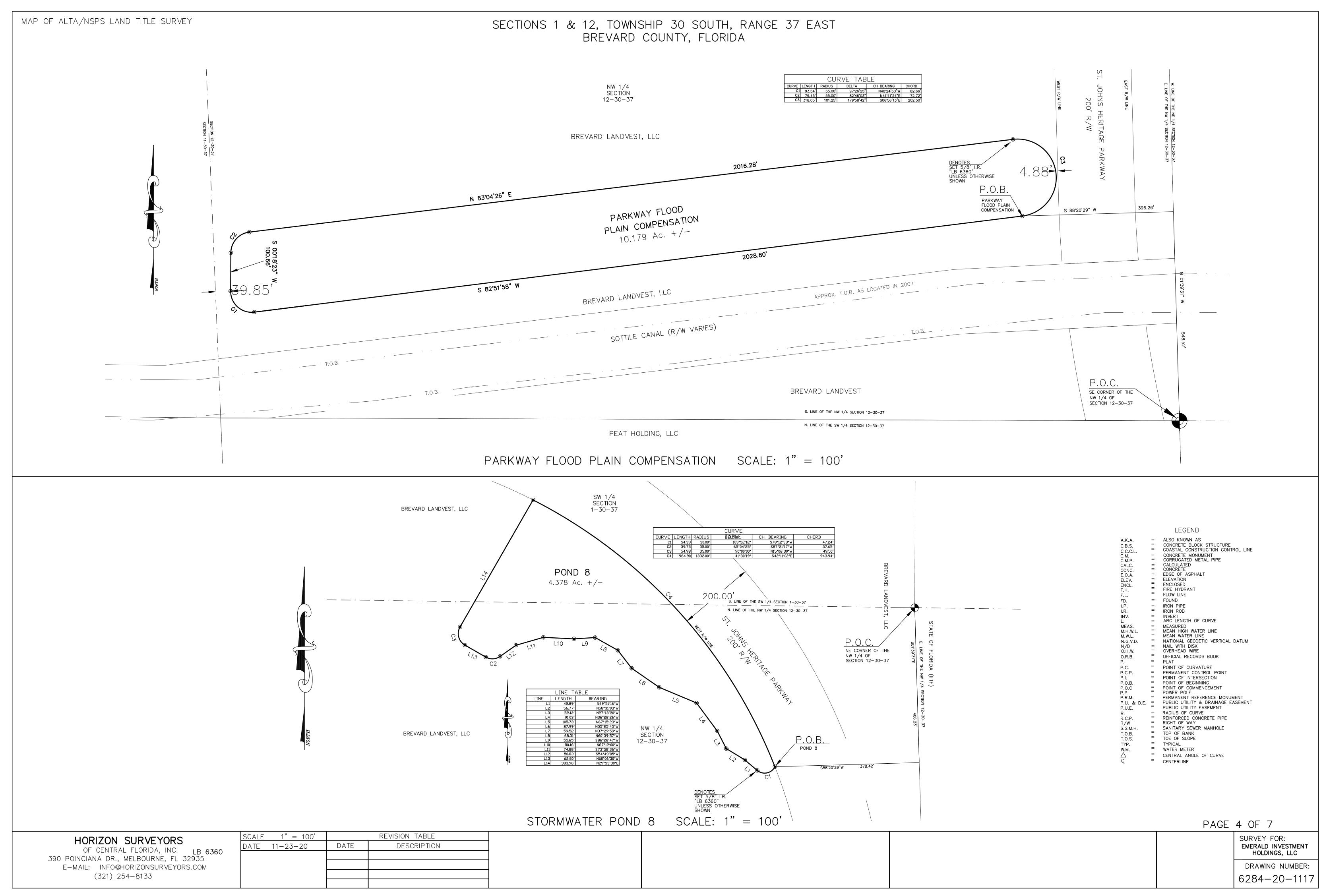
Source: Revised from NCHRP Report 457

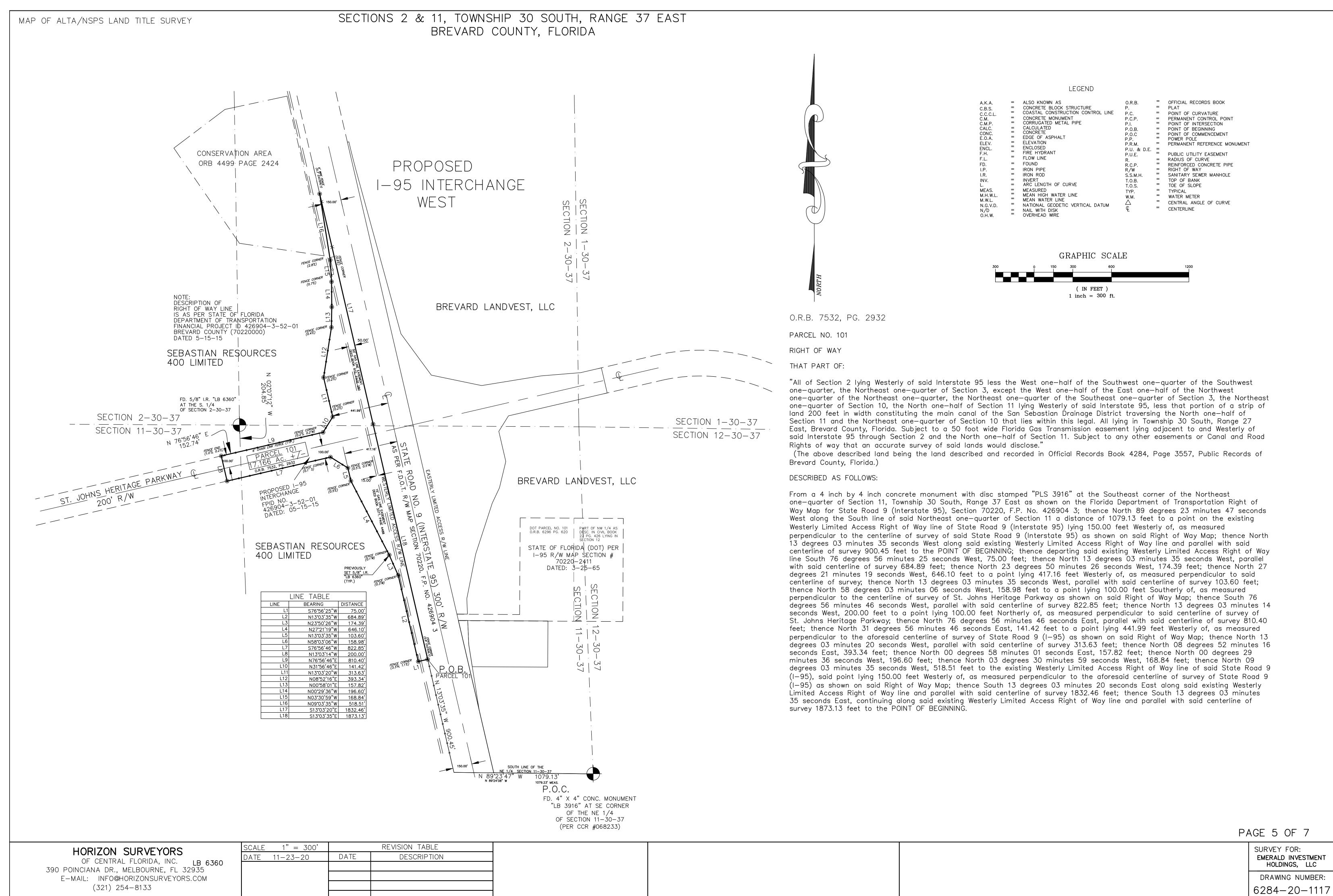
Exhibit "F"

Stormwater Management Facilities Alta Survey









SECTIONS 10 & 11, TOWNSHIP 30 SOUTH, RANGE 37 EAST BREVARD COUNTY, FLORIDA

DESCRIPTION: ST. JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY), WEST OF I-95 (SEBASTIAN RESOURCES 400 LIMITED) PER O.R.B. 7533, PG.171

A PARCEL OF LAND LYING IN SECTIONS 10 & 11, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 10; THENCE RUN S89*42'39"E ALONG THE NORTH LINE A DISTANCE OF 409.39 FEET; THENCE RUN S59°42'48"E A DISTANCE OF 1081.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE RUN SOUTHEASTERLY A DISTANCE OF 1060.52 FEET ALONG SAID CURVE HAVING A RADIUS OF 1402.00 FEET, A CENTRAL ANGLE OF 43°20'26", AND A CHORD WHICH BEARS S81°23'01"E A DISTANCE OF 1035.42 FEET TO A POINT OF TANGENCY; THENCE RUN N76°56'46"E A DISTANCE OF 1953.18 FEET TO THE WEST LINE OF THE INTERCHANGE PROPERTY, WEST OF INTERSTATE 95, AS SHOWN ON F.D.O.T. DRAWING FPID NO. 426904-3-52-01, DATED 05-15-15; THENCE RUN S13°03'14"E ALONG SAID WEST LINE, A DISTANCE OF 200.00 FEET; THENCE RUN S76°56'46"W A DISTANCE OF 1953.18 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT: THENCE RUN NORTHWESTERLY A DISTANCE OF 1602.00 FEET. A CENTRAL ANGLE OF 43°20'26". AND A CHORD WHICH BEARS N81°23'01"W A DISTANCE OF 1183.12 FEET TO A POINT OF TANGENCY: THENCE RUN N59°42'48"W A DISTANCE OF 1273.83 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE RUN NORTHWESTERLY A DISTANCE OF 161.78 FEET TO THE POINT OF BEGINNING.

DESCRIPTION: STORMWATER POND 5

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE RUN SO1*29'54"E ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10 A DISTANCE OF 358.91 FEET; THENCE RUN N88*25'36"E A DISTANCE OF 888.55 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N59°54'34"E A DISTANCE OF 100.06 FEET; THENCE RUN N41°57'41"E A DISTANCE OF 55.02 FEET; THENCE RUN N30°17'12"E A DISTANCE OF 126.10 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE PROPOSED ST. JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY); THENCE RUN S59°42'48"E ALONG THE SOUTH LINE OF SAID PROPOSED ST. JOHNS HERITAGE PARKWAY A DISTANCE OF 352.18 FEET; THENCE RUN S35°30'08"W A DISTANCE OF 48.66 FEET TO A POINT OF CURVATURE, THENCE RUN SOUTHWESTERLY A DISTANCE OF 48.66 FEET TO A POINT OF CURVATURE, THENCE RUN SOUTHWESTERLY A DISTANCE OF 48.66 FEET TO A POINT OF CURVATURE, THENCE RUN S35°30'08"W A DISTANCE OF 48.66 FEET TO A OF 52°59'58", AND A CHORD WHICH BEARS S62°00'07"W A DISTANCE OF 236.48 FEET TO A POINT OF TANGENCY; THENCE RUN N52°15'18"W A DISTANCE OF 143.71 FEET; THENCE RUN N38°29'43"W A DISTANCE OF 55.28 FEET TO THE POINT OF BEGINNING.

DESCRIPTION: STORMWATER POND 6

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE RUN S01°29'54"E ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10 A DISTANCE OF 523.97 FEET; THENCE RUN N88°25'36"E A DISTANCE OF 1148.73 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN NORTHEASTERLY A DISTANCE OF 274.18 FEET ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 295.00 FEET, A CENTRAL ANGLE OF 5315'05", AND A CHORD WHICH BEARS N6000'31"E A DISTANCE OF 264.41 FEET TO A POINT OF TANGENCY; THENCE RUN N33'22'59"E A DISTANCE OF 40.36 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE PROPOSED ST. JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY): THENCE RUN S59*42'48"E ALONG THE SOUTH LINE OF SAID PROPOSED ST. JOHNS HERITAGE PARKWAY A DISTANCE OF 496.68 FEET: THENCE RUN S66*53'22"W A DISTANCE OF 192.13 FEET: THENCE RUN N86°05'56"W A DISTANCE OF 78.57 FEET; THENCE RUN N56°16'43"W A DISTANCE OF 42.68 FEET; THENCE RUN N51°00'23"W A DISTANCE OF 44.88 FEET; THENCE RUN N50°16'43"W A DISTANCE OF 44.88 FEET; CURVATURE, THENCE RUN NORTHWESTERLY A DISTANCE OF 52.43 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 42°54'55", AND A CHORD WHICH BEARS N78°50'27"W A DISTANCE OF 51.21 FEET TO A POINT OF TANGENCY; THENCE RUN N57°23'00"W A DISTANCE OF 92.50 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY A DISTANCE OF 100.54 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 144*01'04", AND A CHORD WHICH BEARS N14*37'32"E A DISTANCE OF 76.09 FEET TO THE POINT OF BEGINNING.

DESCRIPTION: STORMWATER POND 7A

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

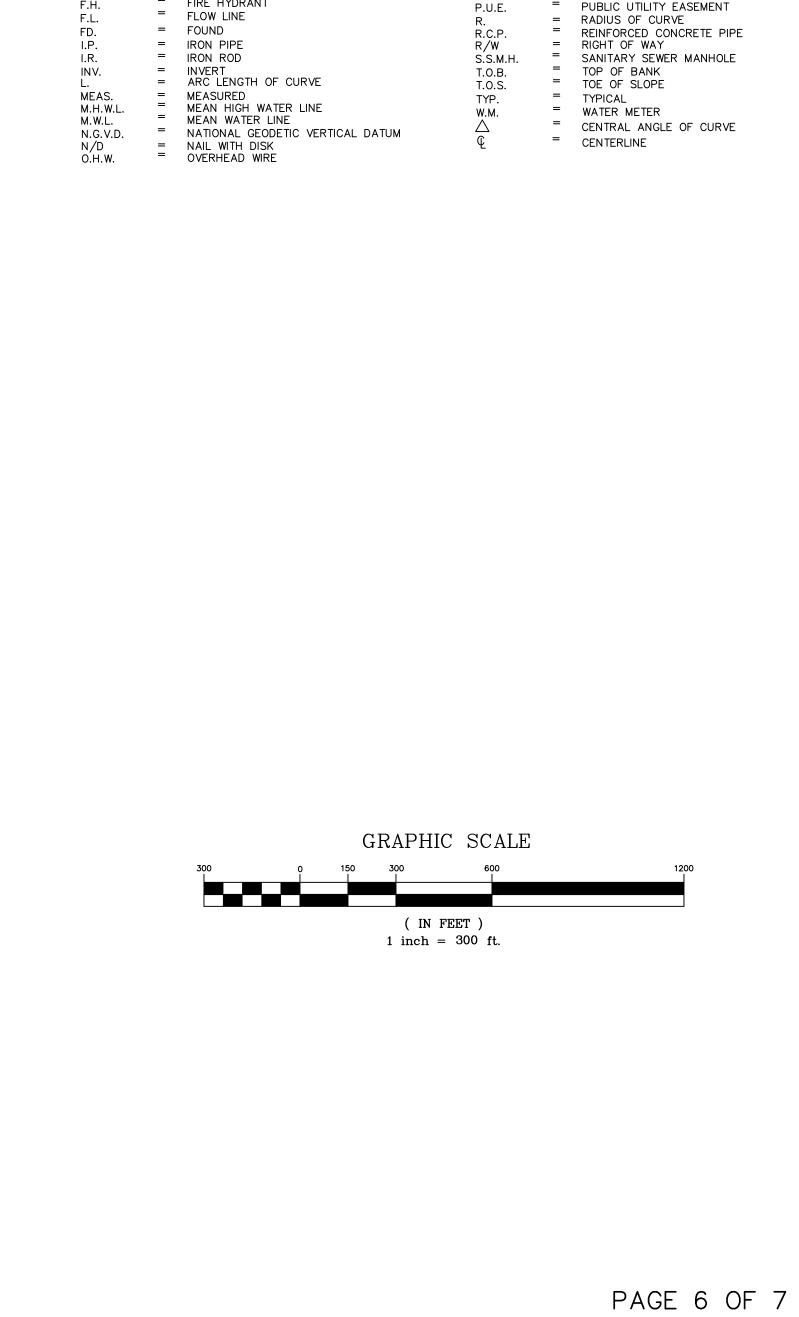
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11; THENCE RUN N89*42'59"W ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 305.73 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S24°53'35"E A DISTANCE OF 75.46 FEET: THENCE RUN S24°40'31"E A DISTANCE OF 48.57 FEET; THENCE RUN S38"11'23"E A DISTANCE OF 95.25 FEET TO THE NORTH RIGHT OF WAY LINE OF THE PROPOSED ST. JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY); THENCE RUN S76°56'46"W ALONG THE NORTH LINE OF SAID PROPOSED ST. JOHNS HERITAGE PARKWAY A DISTANCE OF 290.67 FEET; THENCE RUN NORTHEASTERLY A DISTANCE OF 70.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD WHICH BEARS N31°56'46"E A DISTANCE OF 63.64 FEET TO A POINT OF TANGENCY; THENCE RUN N76°56'46"E A DISTANCE OF 16.68 FEET; THENCE RUN S80°03'32"E A DISTANCE OF 152.18 FEET TO THE POINT OF BEGINNING.

DESCRIPTION: STORMWATER POND 7B

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ORB 5657 PG 1421

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11; THENCE RUN S89*42'59"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 294.77 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S13*03'14"E A DISTANCE OF 294.77 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S13*03'14"E A DISTANCE OF 294.77 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S13*03'14"E A DISTANCE OF 294.77 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S13*03'14"E A DISTANCE OF 294.77 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S13*03'14"E A DISTANCE OF 294.77 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S13*03'14"E A DISTANCE OF 294.77 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S13*03'14"E A DISTANCE OF 294.77 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S13*03'14"E A DISTANCE OF 294.77 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S13*03'14"E A DISTANCE OF 294.77 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S13*03'14"E A DISTANCE OF 294.77 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S13*03'14"E A DISTANCE OF 294.77 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S13*03'14"E A DISTANCE OF 294.77 FEET TO THE POINT OF BEGINNING OF THE PARCEL; THENCE RUN S13*03'14"E A DISTANCE OF 294.77 FEET TO THE PARCEL; THENCE RUN S13*03'14"E A DISTANCE OF 294.77 FEET TO THE PARCEL; THENCE RUN S13*03'14"E A DISTANCE OF 294.77 FEET TO THE PARCEL; THENCE RUN S13*03'14"E A DISTANCE OF 294.77 FEET TO THE PARCEL; THENCE RUN S13*03'14"E A DISTANCE OF 294.77 FEET TO THE PARCEL; THENCE RUN S13*03'14"E A DISTANCE OF 294.77 FEET TO THE PARCEL; THENCE RUN S13*03'14"E A DISTANCE OF 294.77 FEET TO THE PARCEL THENCE RUN S13*03'14"E A DISTANCE OF 294.77 FEET TO THE PARCEL THENCE RUN S13*03'14"E A DISTANCE OF 294.7 S13°03'14"E A DISTANCE OF 304.19 FEET TO THE NORTH RIGHT OF WAY LINE OF THE PROPOSED ST. JOHNS HERITAGE PARKWAY; THENCE RUN NORTHWESTERLY A DISTANCE OF 215.20 FEET ALONG THE NORTH LINE OF SAID PROPOSED ST. JOHNS HERITAGE PARKWAY; THENCE RUN NORTHWESTERLY A DISTANCE OF 67.14 FEET ALONG AN ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 85'29'24", AND A CHORD WHICH BEARS N37'33'43"W A DISTANCE OF 61.09 FEET TO A POINT OF NON-TANGENCY; THENCE RUN N57'38'49"W A DISTANCE OF 15.32 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHWESTERLY A DISTANCE OF 49.63 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 45.15 FEET, A CENTRAL ANGLE OF 47.17 FEET TO A POINT OF NON-TANGENCY; THENCE RUN N56*10'11"W A DISTANCE OF 40.41 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY A DISTANCE OF 99.62 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 80.49 FEET TO A POINT OF TANGENCY; THENCE RUN N70°40'31"E A DISTANCE OF 24.96 FEET; THENCE RUN N75°29'41"E A DISTANCE OF 36.80 FEET; THENCE RUN N39°13'14"E A DISTANCE OF 51.09 FEET; THENCE RUN N42°37'37"E A DISTANCE OF 37.76 FEET; THENCE RUN N42°37'37"E A DISTANCE OF 54.40 FEET; THENCE RUN N42°37'37"E A DISTANCE OF 54.40 FEET; THENCE RUN N42°37'37"E A DISTANCE OF 57.00 FEET; THENCE RUN N87°25'06"E A DISTANCE OF 22.74 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHEASTERLY A DISTANCE OF 62.46 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 79°31'41", AND A CHORD WHICH BEARS S52°49'04"E A DISTANCE OF 57.57 FEET TO THE POINT OF BEGINNING.



= ALSO KNOWN AS

= CALCULATED

= EDGE OF ASPHALT

= CONCRETE

= ELEVATION

= ENCLOSED

= FIRE HYDRANT

CONCRETE MONUMENT

= CORRUGATED METAL PIPE

C.B.S.

ELEV.

= CONCRETE BLOCK STRUCTURE

= COASTAL CONSTRUCTION CONTROL LINE

OFFICIAL RECORDS BOOK

= PERMANENT CONTROL POINT

= POINT OF CURVATURE

= POINT OF BEGINNING

= POWER POLE

= POINT OF INTERSECTION

= POINT OF COMMENCEMENT

P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT

= PERMANENT REFERENCE MONUMENT

= PLAT

P.C.P.

P.O.B.

P.R.M.

P.O.C

	PARCEL 2 ORB 5657 PG 1421	SE 1/4 SECTION 3-30-37		SW 1/4 SECTION 5' DITCH 2-30-37	
	CYPRESS BAY FARMS, LLC	C.D. THOMAS	NANNIE LOU C.D. TRUSTEE THOMAS HALL	SEBASTIAN RESOURCES 400 LIMITED	
S 1/4 CORNER SECTION 3-30- & N 1/4 CORNE SECTION 10-30-	PARCEL 2 ORB 5657 PG 1421 P.O.B. ST. JOHNS HERLIAGE PARKWAY S 89°42'39" E 409.39	TEMPORARY ACCESS EASEMENT O.R.B. 7533, PG. 215-252 O.R.B. 8517, PG. 560 (CROSS HATCHED) WITNESS CORNER ON LINE 45' SE SET 5/8" I.R. "LB 6360" S. LINE OF THE SE 1/4 SECTION 3-30-37	FD. 4" X 4" CONC. MONUMENT AT SE CORNER OF SECTION 3-30-37 (PER CCR #051749)	SECTION 2-30-37	
& N 1/4 CORNE SECTION 10-30	P.O.C. FD. 1/2" I.P. "LB 3869" AT N. 1/4 CORNER SECTION 10-30-37 L = 161.81' R = 2798.00' Δ = 03*18'48" CH. DIR = N. 61*22'12" W. 40'	N. LINE OF THE SE 1/4 SECTION 10-30-37 STORMWATER POND 6 FENCE SEE PAGE 7 4' MIRE FENCE (22.6'S, 9.3'E) DRAINAGE AND	L = 1060.52' R = 1402.00' Δ = 43°20'26" CH DIR = S 81°23'01" E 4' MIRE FENCE (11.1'W) CHORD = 1035.42' CHORD = 1035.42' STORMWAT FENCE (13.3'N) A = 23°36'09" CH DIR = S88°44'51 W SEE PAGE 7 CHORD = 1035.42' A WIRE FENCE (13.9'N) A = 23°36'09" CH DIR = S88°44'51 W SEE PAGE 7 CHORD = 1035.42' A WIRE FENCE (13.9'N) SECTION 11-30-37 40' DRAINAGE AND MAINTENANCE EASEMENT O.R.B. 8431, PG. 1944 EMERALD INVESTMENT HOLDINGS, LLC STORMWATER POND 7A SEE PAGE 7 TER N 76 6' 46" B THER N 4' WIRE FENCE (9.0N, 9.8E) HERITAGE PARKWAY A' BARB WIRD 563 (TYP.)	# WHE FENCE (1.4N)	
34 35 36 37 38 39	SEBASTIAN RESOURCE 400 LIMITED 41 40 41 42	NE 1/4 SECTION $10-30-37$ L = 1211.81' R = 1602.00' Δ = 43'20'26" CHORD = 1183.12'	4' WIRE FENCE (14.5'S) 4' WIRE FENCE (22.0'S)	DOO', N. P.G. 171 B. 7533, P.G. 171 SEBASTIAN RESOURCES 400 LIMITED NW 1/4 SECTION 11-30-37	

HORIZON SURVEYORS

OF CENTRAL FLORIDA, INC. LB 6360 390 POINCIANA DR., MELBOURNE, FL 32935 E-MAIL: INFO@HORIZONSURVEYORS.COM (321) 254-8133

SCALE	1" = 300"	REVISION TABLE		
DATE	11-23-20	DATE	DESCRIPTION	

SURVEY FOR: EMERALD INVESTMENT HOLDINGS, LLC

6284-20-1117

DRAWING NUMBER:

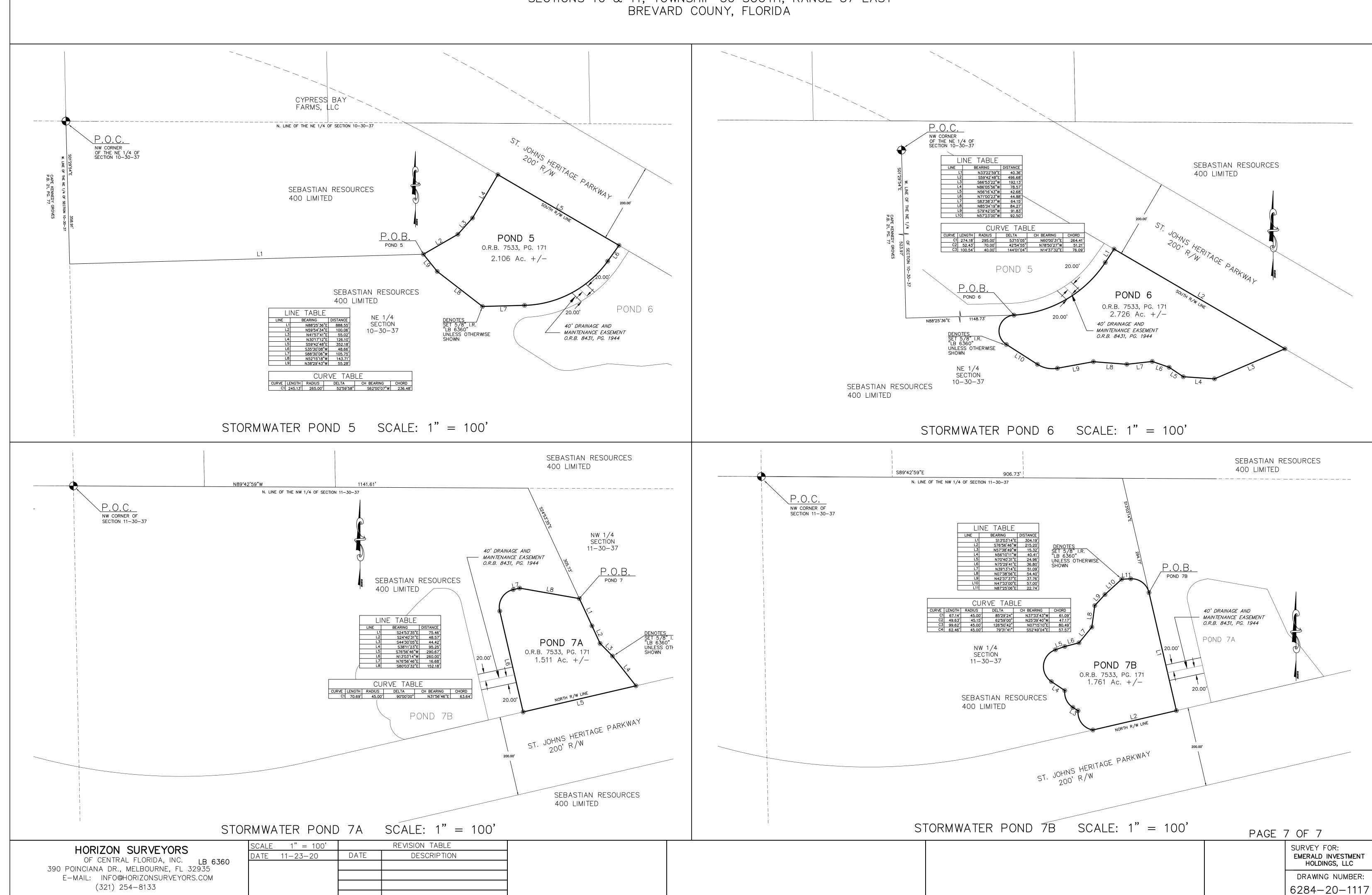


EXHIBIT "G"

Ordinance No. 2018-52
Future Land Use Amendment – Regional Activity Center

ORDINANCE NO. 2018-52

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, REPEALING ORDINANCE NOS. 2010-24 AND 2010-25, WHICH AMENDED THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 183, COMPREHENSIVE PLAN REGULATIONS, SECTION 183.01, COMPREHENSIVE PLAN, SUBSECTION (D), ADOPTION OF FUTURE LAND USE MAP; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 8, 2010, the City Council of the City of Palm Bay enacted Ordinance Nos. 2010-24 and 2010-25, which amended the Comprehensive Plan to provide for a change in land use of certain properties from Residential 1 Use (Brevard County) to Regional Activity Center Use (RAC), and

WHEREAS, a request to amend the Comprehensive Plan has been made by Emerald Investment Holdings, LLC, in order to combine the two (2) previously approved land use designation conditions into one RAC Use known as Emerald Lakes, and

WHEREAS, the City of Palm Bay has designated the Planning and Zoning Board as its Local Planning Agency and said Local Planning Agency held an adoption hearing on an amendment to the Comprehensive Plan on September 5, 2018, after public notice, and

WHEREAS, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held a public hearing on an amendment to the Comprehensive Plan on October 18, 2018, after public notice, and

WHEREAS, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, submitted the amendment to the Florida Department of Economic Opportunity for review and comment, and

WHEREAS, the Florida Department of Economic Opportunity submitted a Comment Report regarding this amendment, and

WHEREAS, the City Council of the City of Palm Bay has considered the Comments provided and has addressed all items, and

WHEREAS, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held an adoption public hearing on the amendment to the Comprehensive Plan on January 3, 2019, after public notice, and

WHEREAS, the City Council of the City of Palm Bay desires to adopt said amendment to the Comprehensive Plan of the City of Palm Bay.

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

SECTION 1. The City Council of the City of Palm Bay hereby repeals Ordinance Nos. 2010-24 and 2010-25, enacted on July 8, 2010, in their entirety.

SECTION 2. The Comprehensive Plan of the City of Palm Bay, Brevard County, Florida, is hereby amended to combine the two (2) previously approved land use designation conditions into one RAC Use known as Emerald Lakes, which properties are legally described in Exhibit 'A', attached hereto, and made an integral part of this ordinance.

SECTION 3. The Future Land Use Map, Series Map No. 12, is hereby changed to reflect this amendment.

SECTION 4. All staff report conditions and limitations shall be met and those

City of Palm Bay, Florida Ordinance No. 2018-52 Page 3 of 3

conditions and limitations shall be made a part of the Comprehensive Plan as specifically identified in Exhibit 'B' attached hereto, and made an integral part of this ordinance.

SECTION 5. 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 6. The effective date of this plan amendment shall be the date a final order is issued by the Florida Department of Community Affairs or Administrative Commission finding the amendment in compliance in accordance with Section 163.3184(1)(b), Florida Statutes, whichever is applicable.

Read in title only at Meeting No. 2018-26, held on October 18, 2018; and read in title only and duly enacted at Meeting No. 2019-01, held on January 3, 2019.

ATTEST

William Capote, MAY

Terese M. Jones, CITY CLERK

Reviewed by CAO:

Applicant:

Emerald Investments, LLC

Case No.:

CP-15-2018

CC:

01-04-19

Applicant

Case File

Brevard County Property Appraiser's Office (via michelle.lastinger@bcpao.us)

EXHIBIT 'A'

LEGAL DESCRIPTION

Exhibit "A"

LEGAL DESCRIPTION:

6 PARCELS OF LAND SITUATED IN SECTIONS 1, 2, 3, 10, 11 AND 12, TOWNSHIP 30 SOUTH, RANGE 37 EAST IN BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA; THENCE RUN N89°55'05"E A DISTANCE OF 659.99; THENCE S01°06'06"E A DISTANCE OF 1280.53 FEET; THENCE S89°43'42"E A DISTANCE OF 329.77 FEET; THENCE RUN N01°05'23"W A DISTANCE OF 1282.56 FEET; THENCE RUN N89°55'05"E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 A DISTANCE OF 1649.98 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 37 EAST; THENCE RUN N89°55'18"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 2 A DISTANCE OF 2555.70 FEET TO THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95: THENCE RUN \$13°03'20"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 3500.33 FEET TO THE INTERSECTION WITH THE NORTH LINE OF INTERCHANGE PARCEL 101 DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932 AND ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 171; THENCE RUN S09°03'35"E ALONG SAID NORTH LINE A DISTANCE OF 518.51 FEET; THENCE RUN S03°30'59"E A DISTANCE OF 168.84 FEET; THENCE RUN S00°29'36"E A DISTANCE OF 196.60 FEET; THENCE RUN S00°58'01"W A DISTANCE OF 157.82 FEET; THENCE RUN S08°52'16"W A DISTANCE OF 393.34 FEET; THENCE RUN S13°03'20"E A DISTANCE OF 313.63 FEET; THENCE RUN S31°56'46"W A DISTANCE OF 141.42 FEET; THENCE RUN S76°56'47"W A DISTANCE OF 2763.58 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1402.00 FEET: THENCE RUN NORTHWESTERLY A DISTANCE OF 1060.52 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°20'26" AND HAVING A CHORD WHICH BEARS N81°23'01"W A DISTANCE OF 1035.42 FEET TO A POINT OF INTERSECTION WITH A TANGENT LINE; THENCE RUN N59°42'48"W A DISTANCE OF 1081.00 FEET TO THE SOUTH LINE OF SAID SECTION 3; THENCE S89°42'39"E A DISTANCE OF 1369.88 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST; THENCE S89°42'59"E A DISTANCE OF 657.82 FEET; THENCE NO1°00'06"W A DISTANCE OF 1300.35 FEET; THENCE N89°40'28"W A DISTANCE OF 658.49 FEET; THENCE N89°32'33"W A DISTANCE OF 1317.05 FEET; THENCE N01°04'42"W A DISTANCE OF 1304.74 FEET; THENCE N89°22'27"W A DISTANCE 1318.24 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE NO1°07'32"W A DISTANCE OF 2552.94 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 2:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95 AND THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES); THENCE N89°40'36"W ALONG AFOREMENTIONED NORTH LINE A DISTANCE OF 6827.92 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF AFOREMENTIONED SECTION 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST; THENCE N01°29'54"W ALONG SAID WEST LINE 2548.89 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 10; THENCE S89°42'39"E A DISTANCE OF 852.49 FEET TO A POINT OF INTERSECTION WITH A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2798.00 FEET ON THE SOUTH RIGHT OF WAY LINE OF ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 171 AND INTERCHANGE PARCEL 101 DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932; THENCE RUN SOUTHEASTERLY A DISTANCE OF 161.80 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL

LEGAL DESCRIPTION

ANGLE OF 03°18'48" AND HAVING A CHORD WHICH BEARS S61°22'12"E A DISTANCE OF 161.78 FEET TO A POINT OF INTERSECTION WITH A TANGENT LINE; THENCE RUN S59°42'48"E A DISTANCE OF 1273.83 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1602.00 FEET; THENCE RUN SOUTHEASTERLY A DISTANCE OF 1211.81 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°20'26" AND HAVING A CHORD WHICH BEARS S81°23'01"E A DISTANCE OF 1183.12 FEET TO A POINT OF TANGENCY; THENCE RUN N76°56'47"E A DISTANCE OF 2776.03 FEET; THENCE RUN S58°03'06"E A DISTANCE OF 158.98 FEET; THENCE RUN S13°03'35"E A DISTANCE OF 103.60 FEET; THENCE RUN S27°21'19"E A DISTANCE OF 646.10 FEET; THENCE RUN S23°50'26"E A DISTANCE OF 174.39 FEET; THENCE RUN S13°03'35"E A DISTANCE OF 684.89 FEET; THENCE RUN N76°56'25"E A DISTANCE OF 75.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95; THENCE RUN S13°03'33"E A DISTANCE OF 763.16 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA; THENCE RUN S00°12'10"W A DISTANCE OF 5255.24 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 1; THENCE RUN S01°39'31"E A DISTANCE OF 2240.34 FEET TO THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES); THENCE RUN S87°06'07"W ALONG THE NORTH LINE OF SAID CANAL A DISTANCE OF 95.39 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2900.00 FEET ON THE NORTH RIGHT OF WAY LINE OF ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 202; THENCE RUN NORTHWESTERLY A DISTANCE OF 162.03 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°12'04" AND HAVING A CHORD WHICH BEARS NO3°15'34"W A DISTANCE 162.01 FEET; THENCE RUN NO1°39'31"W A DISTANCE OF 1223.63 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1532.00 FEET; THENCE RUN NORTHWESTERLY A DISTANCE OF 2711.15 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°23'42" AND HAVING A CHORD WHICH BEARS N52°21'23"W FOR A DISTANCE OF 2370.96 FEET TO A POINT OF TANGENCY; THENCE RUN S76°56'47"W A DISTANCE OF 595.55 FEET; THENCE RUN S85°19'23"W ALONG SAID NORTH RIGHT OF WAY LINE, ALSO THE NORTH LINE OF INTERCHANGE PARCEL 102 DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 103 A DISTANCE OF 307.45 FEET; THENCE RUN S80°45'39"W ALONG SAID NORTH LINE A DISTANCE OF 467.93 FEET; THENCE RUN N78°15'58"W A DISTANCE OF 398.01 FEET; THENCE RUN N36°19'13"W A DISTANCE OF 398.02 FEET; THENCE RUN N15°09'26"W A DISTANCE OF 1542.67 FEET; THENCE RUN S76°56'40"W A DISTANCE OF 11.84 FEET TO THE EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95; THENCE RUN N13°03'02"W ALONG THE AFOREMENTIONED EAST RIGHT OF WAY LINE A DISTANCE OF 3088.34 FEET; THENCE N89°55'28"E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 37 EAST, A DISTANCE OF 2419.70 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED SECTION 2; THENCE N89°58'04"E A DISTANCE OF 2637.51 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95 AND THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES); THENCE RUN N13°03'35"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1071.80 FEET TO THE HAUL ROUTE FROM BORROW PIT NO. 5; THENCE RUN S89°42'06"E A DISTANCE OF 1274.48 FEET; THENCE RUN N00°17'54"E A DISTANCE OF 800 FEET; THENCE RUN N89°42'06"W A DISTANCE OF 800 FEET; THENCE RUN S00°17'54"W A DISTANCE OF 750 FEET; THENCE RUN N89°42'06"W A DISTANCE OF 404.43 FEET TO THE SOUTH LINE OF LEGAL DESCRIPTION

INTERCHANGE PARCEL 102 DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 103; THENCE RUN NO2°23'20"W ALONG SAID SOUTH LINE A DISTANCE OF 120.18 FEET; THENCE RUN N11°14'49"E A DISTANCE OF 352.17 FEET; THENCE RUN N18°00'57"E A DISTANCE OF 415.68 FEET; THENCE RUN N25°12'14"E A DISTANCE OF 130.81 FEET; THENCE RUN N13°33'28"E A DISTANCE OF 210.54 FEET; THENCE RUN N13°03'35"W A DISTANCE OF 240.15 FEET; THENCE RUN N31°57'06"E A DISTANCE OF 141.43 FEET; THENCE RUN N76°56'46"E A DISTANCE OF 760.74 FEET; THENCE RUN N76°56'48"E ALONG PREVIOUSLY MENTIONED SOUTH LINE, ALSO THE SOUTH RIGHT OF WAY LINE OF ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 202 A DISTANCE OF 455.97 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1332.00 FEET: THENCE RUN SOUTHEASTERLY A DISTANCE OF 2357.21 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°23'42" AND HAVING A CHORD WHICH BEARS S52°21'23"E A DISTANCE OF 2061.44 FEET; THENCE RUN S01°39'31"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1223.63 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3100.00 FEET; THENCE RUN SOUTHEASTERLY A DISTANCE OF 166.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'29" AND HAVING A CHORD WHICH BEARS 503°11'46"F A DISTANCE OF 166.33 FEET TO THE NORTH LINE OF AFOREMENTIONED SOTTILE CANAL; THENCE RUN S87°06'07" W ALONG SAID NORTH LINE A DISTANCE OF 284.41 FEET; THENCE RUN S83°04'26"W A DISTANCE OF 2084.05 FEET; THENCE RUN N89°19'58"W A DISTANCE OF 655.41 TO THE AFOREMENTIONED EAST RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

PARCEL 5:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA; THENCE RUN S89°49'46"E A DISTANCE OF 124.66 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE SOTTILE CANAL (WIDTH VARIES) AND POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N83°04'26"E ALONG SAID SOUTH LINE A DISTANCE OF 1824.85 FEET; THENCE RUN N87°06'07"E A DISTANCE OF 288.56 FEET TO THE WEST RIGHT OF WAY LINE OF ST. JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 202 AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3100.00 FEET; THENCE RUN SOUTHEASTERLY A DISTANCE OF 244.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°31'36" AND HAVING A CHORD WHICH BEARS \$10°08'41"E A DISTANCE OF 244.85 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE RUN N89°49'46"W A DISTANCE OF 2142.86 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA; THENCE RUN N89°49'46"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF AFOREMENTIONED SECTION 12 A DISTANCE OF 40.35 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2900.00 FEET; THENCE RUN NORTHWESTERLY A DISTANCE OF 256.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°03'55" AND HAVING A CHORD WHICH BEARS N10°45'31"W A DISTANCE OF 256.29 FEET TO THE SOUTH LINE OF THE SOTTILE CANAL (WIDTH VARIES); THENCE RUN N87°06'07"E ALONG SAID SOUTH LINE A DISTANCE OF 80.88 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE RUN S01°39'31"E A DISTANCE OF 256.11 FEET TO THE POINT OF BEGINNING.

EXHIBIT 'A'

LEGAL DESCRIPTION

THE WEST ½ OF SECTION 1, THE EAST ½ OF SECTION 2 LYING EASTERLY OF SAID INTERSTATE 95, THE NORTH ½ OF SECTION 11 LYING EASTERLY OF SAID INTERSTATE 95, AND THE NORTHWEST ¼ OF SECTION 12, LESS AND EXCEPT THAT PORTION OF A STRIP OF LAND 200 FEET IN WIDTH CONSTITUTING THE MAIN CANAL OF THE SAN SEBASTIAN DRAINAGE DISTRICT LYING IN SECTIONS 11 AND 12; ALSO LESS AND EXCEPT BORROW PIT NO. 5 AND HAUL ROUTE FROM BORROW PIT NO. 5 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BORROW PIT NO. 5; A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 12 AND NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 37 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE ON THE NORTH BOUNDARY OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 37 EAST AT A POINT 1394.41 FEET WEST FROM THE NORTHEAST CORNER THEREOF; RUN S 13°05'20" E 1550.05 FEET; THENCE S 89°43'50" E 628.67 FEET TO THE **POINT OF BEGINNING**; CONTINUE S 89°43'50" E 800 FEET; THENCE N 00°16'10" E 800 FEET; THENCE N 89°43'50" W 800 FEET; THENCE S 00°16'10" W 800 FEET TO THE **POINT OF BEGINNING**, AND

HAUL ROUTE FROM BORROW PIT NO. 5: THAT PART OF NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 37 EAST LYING EASTERLY OF THE RIGHT OF WAY FOR INTERSTATE HIGHWAY NO. 95 AND NORTHERLY AND WITHIN 50 FEET OF A LINE DESCRIBED AS FOLLOWS; BEGIN AT THE SOUTHWEST CORNER OF BORROW PIT NO. 5 AS DESCRIBED ABOVE AND RUN N 89°42′50″ W 628.67 FEET TO THE SURVEY LINE OF INTERSTATE HIGHWAY NO. 95 AND THE END OF SAID LINE AS HEREIN DESCRIBED.

ALL LYING AND BEING IN TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA.

CONTAINING 723.06 ACRES, MORE OR LESS.

EXHIBIT 'B' EMERALD LAKES SITE SPECIFIC CRITERIA

EXHIBIT 'B'

EMERALD LAKES SITE SPECIFIC CRITERIA

- EMERALD INVESTMENT HOLDINGS, LLC, (successors to Sebastian Resources 400, LP and Brevard Landvest, LLC,) it's owners and assigns shall maintain consistency with the City of Palm Bay Comprehensive Plan Regional Activity Center Goals, Objectives and Policies for the EMERALD LAKES Regional Activity Center (RAC):
- The EMERALD LAKES RAC Concept Master Plan is amending the City's Future Land Use Map Series, Map #12 and to be consistent with the EMERALD LAKES RAC Concept Master Plan;
- 3. The EMERALD LAKES RAC total project acreage is 1,561 acres. The boundary lines or acreage shown on the adopted Concept Master Land Use Plan may be adjusted based on the final permitting and dedication of lands to the City of Palm Bay and Brevard County for rights-of-way for the Palm Bay Parkway (aka the St. Johns Heritage Parkway), Interstate 95 Interchange and the Sotille Canal, as long as the overall maximum densities and intensities of the total RAC do not change;
- 4. The total number of residential dwelling units within the EMERALD LAKES RAC shall not exceed 3,760 dwelling units and the total square footage of non-residential use shall not exceed 2,820,000 square feet. For purposes of square foot calculations, 1 hospital bed equals 2,500 square feet and 1 hotel room equals 500 square feet;
- 5. The EMERALD LAKES RAC shall include the Maximum densities and intensities: 3,760 residential dwelling units, including single family and multi family; and 2,820,000 non-residential uses, including commercial, office, industrial, educational, hotel and hospital uses;
- 6. The location of uses, densities and intensities may be moved within project boundaries as long as they are consistent with the maximum and minimum densities and intensities of the RAC policies;
- 7. Prior to the issuance of building permits for more than:
 - a. 1,253 dwelling units, a minimum of 187,950 square feet nonresidential uses shall have Final Development Plan Approval for construction;
 - b. 2,506 dwelling units, a minimum of 375,900 square feet nonresidential uses shall have Final Development Plan Approval for construction;
 - At buildout, a minimum of .6 jobs shall have been created for each residential unit constructed;
- 8. The required 200' right-of-way for the St. Johns Heritage Parkway within the EMERALD LAKES RAC boundaries has been dedicated to the City of Palm Bay in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance:
- The required right-of-way for the Interchange of Interstate 95 and St. Johns Heritage Parkway)
 has been dedicated to the City of Palm Bay in accordance with the provisions of the City of
 Palm Bay Chapter 171 Fair Share Impact Fees Ordinance;

- 10. No building permits shall be issued until the required laneage of St. Johns Heritage Parkway necessary to serve the project has been let for construction and/or funding has been provided in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance:
- 11. No building permits shall be issued until the required extensions of water and sewer lines necessary to serve the project have been let for construction and/or funding has been provided in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance;
 - a. Water Main from Babcock Street to Project Entrance;
 - b. Force Main from Babcock Street to Project Entrance;
- 12. A minimum buffer of 20' shall be provided along the EMERALD LAKES RAC property boundary adjacent to commercial and industrial uses;
- 13. An average buffer of 25', minimum 15' without mitigation, shall be maintained adjacent to all preserved wetlands consistent with St. Johns River Water Management District permitting requirements. A 50' buffer from top of bank will be maintained along the Sotille Canal. A 100' buffer shall be maintained adjacent to commercial and industrial uses adjacent to the lands owned/and or managed on the eastern boundary by the Brevard County Environmental Endangered Lands Program;
- 14. A minimum right-of-way of 85' for the Sotille Canal shall be dedicated to Brevard County; and
- 15. One or more transit stops shall be provided, as determined at the Final Development Plan stage.

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ORDINANCE 2010-24

EXHIBIT 'A' SITE SPECIFIC CRITERIA

- Sebastian Resources 400, LP, its owners and assigns shall maintain consistency with the City of Palm Bay Comprehensive Plan Regional Activity Center Goals, Objectives and Policies for the Sebastian Regional Activity Center (RAC).
- 2. The Sebastian RAC Concept Master Land Use Plan has been made part of the City's Future Land Use Map Series, Map# 21.
- 3. The Sebastian RAC total project acreage is 938 acres. The boundary lines or acreage shown on the adopted Concept Master Land Use Plan may be adjusted based on the final permitting and dedication of lands to the City of Palm Bay and Brevard County for rights of way for the Palm Bay Parkway (aka the St. Johns Heritage Parkway), Interstate 95 Interchange and the Sotille Canal, provided the acreage requirements of the RAC policies are complied with.
- 4. The total number of residential dwelling units within the Sebastian RAC shall not exceed 2,500 dwelling units and the total square footage of non-residential use shall not exceed 1,570,000 square feet. For purposes of square foot calculations, 1 hospital bed equals 2,500 square feet and 1 hotel room equals 500 square feet.
- 5. The Sebastian RAC shall include the following maximum densities and intensities:

	Development Table	
Mixed Use Town Center		155 acres
Commercial/Office	300,000 sf	
Hospital/Medical Clinic	300-beds	
Hotel/Motel	300 rooms	
Multi Family	900 units	
Werkplace		81 acres
Commercial/Office	370,000 sf	
Multi-Family	250 units	
Urban Living		248 acres
Single Family	113 units	
Multi Family	1,237 units	
Open Space		454 acres
Activity Based	161 acres	
Resource Based	293 acres	
Total Project Acreage		938 acres

- 6. The net buildable acreage is 645 acres, calculated as ·938 acres (Total Project Acreage) less 293 acres (Resource Based Open Space).
- 7. The location of uses and intensities may be moved within project boundaries as long as they are consistent with the maximum and minimum densities and intensities of the RAC policies.

- 8. Prior to the issuance of building permits for more than:
 - a. 825 dwelling units, a minimum of 123,750 square feet nonresidential uses shall be constructed:
 - b. 1,650 dwelling units, a minimum of 247,500 square feet nonresidential uses shall be constructed;
 - c. At buildout, a minimum of .6 jobs shall have been created for each residential unit constructed.
- 9. No building permits shall be issued that generate more than 947 gross PM peak trips (consistent with Brevard County's Residential 1 land use of 938 dwelling units), until the Interchange at Interstate 95. and Palm Bay Parkway (aka St. Johns Heritage Parkway) has been let for construction and the City has updated its Comprehensive Plan based on the recommendations of its evaluation and appraisal report due May 1, 2008, including amending its comprehensive plan to extend its planning horizon. The 947 gross pm peak hour trips shall allow a maximum of 400 dwelling units and 375,000 sf of non-residential quare footage use.
- 10. The required 200' right-of-way for the Palm Bay Parkway (aka St. Johns Heritage Parkway) within the Sebastian RAC boundaries shall be dedicated to the City of Palm Bay in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance.
- 11. The required right-of-way for the Interchange of Interstate 95 and Palm Bay Parkway(aka St. Johns Heritage Parkway) shall be dedicated to the City of Palm' Bay in
 accordance with the previsions of the City of Palm Bay Chapter 1.71 Fair Share Impact
 Fees Ordinance.
- 12. No building permits shall be issued until the required laneage of Palm Bay Parkway (aka St Johns Heritage Parkway) necessary to serve the project has been let for construction in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance;
 - a. Two lanes of Palm Bay Parkway from Babcock Street to Project Entrance.
- 13. No building permits shall be issued until the required extensions of water, sewer and reuse lines necessary to serve the project have been let for construction in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance;
 - a. Water Main from Babcock Street to Project Entrance:
 - b. Force Main from Babcock Street to Project Entrance;
 - c. Reuse Main from Babcock Street to Project Entrance.

A reuse, water distribution system shall be installed concurrent with development for all land uses, developed in parallel to the potable water system, and maintained for utilization when sufficient quantities of reclaimed water, stormwater, or surface water

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are, available for irrigation. Irrigation systems installed in the development shall be designed to accept reuse water. If reclaimed water is not available, the applicant will use the constructed reuse lines to withdraw irrigation water from the stormwater lakes.

- 14. No building permits shall be issued until the required turn lane improvements on Babcock Street have been let for construction in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance;
 - Northbound left, Northbound right, Southbound left, Southbound right at Valkaria Road;
 - b. Northbound left and Southbound right at Waco Blvd SE.
- 15.A minimum buffer of 20' shall be provided along the entire Sebastian RAC property boundary.
- 16. A minimum buffer of 25' shall be maintained adjacent to all preserved wetlands and a 50' buffer will be maintained along the Sotille Canal.
- 17.A minimum right-of-way of 85' for the Sotille Canal shall be dedicated to Brevard County.
- 18. One. or more transit stops within each of the Mixed-Use Town Center, Workplace and 'Urban Living areas shall be provided.

ORDINANCE 2010-25

EXHIBIT 'A' SITE SPECIFIC CRITERIA

- 1. Brevard Landvest LLC, it's owner's and assigns shall maintain consistency with the City of Palm Bay Comprehensive Plan Regional Activity Center, Goals, Objectives and Policies for the Brevard Landvest Regional Activity Center (RAC).
- 2. The Brevard RAG Concept Master Land Use Plan has been made part of the City's Future Land. Use Map Series, Map# 22.
- 3. The Brevard Landvest RAC total project acreage is 723 acres. The boundary lines or acreage s_hown on the adopted Concept Master Land Use Plan may be adjusted based on the final permitting and dedication of lands to the City of Palm Bay and Brevard County for rights of-way for the Palm Bay Parkway (aka St. Johns Heritage Parkway), the Interstate 95 Interchange and the Sotille Canal, provided the acreage requirements of the RAC policies are complied with.
- 4. The total number of residential dwelling units within the Brevard Landvest RAC shall not exceed 1,260 dwelling units and the total square footage of non-residential use shall not exceed 1,250,000 square feet.

5. The Brevard Landvest RAC shall include the following maximum densities and intensities:

Development Table

Workplace

Commercial 200,000 sf Office 150,000 sf 272 acres Industrial 1a 000,000 **Multi Family** 252 du's Urban Living 154 acres Single Family 330 du's **Multi Family** 678 du's Open Space 297 acres

Activity Based 46 acres

Resource Based 251 acres

Total Project Acreage 723 acres

The net buildable acreage is 472 acres, calculated as 723 acres (Total Project Acreage) less 251 acres (Resource Based Open Space).

- The location of uses and intensities may be moved within project boundaries as long as they are consistent with the maximum and minimum densities and intensities of the RAC policies.
- 7. Prior to the issuance of building permits for more than:
 - a. 415 dwelling units, a minimum of 62,250 square feet of nonresidential development shall be constructed;
 - b. 831 dwelling units, a minimum of 124,650 square feet of nonresidential development shall be constructed;
 - At buildout, a minimum of .6 jobs shall have been created for each residential unit constructed.
- 8. No building permits shall be issued that generate more than 730 gross PM peak trips (consistent with Brevard County's Residential 1 land use of 723 dwelling units), until the Interchange at Interstate 95 and Palm Bay Parkway (aka St. Johns Heritage Parkway) has been let for construction and the City has updated its Comprehensive Plan based on the recommendations of its evaluation and appraisal report due May 1, 2008, including amending its comprehensive plan to extend its planning horizon. The 730 gross pm peak hour trips shall allow a maximum of 270 dwelling units and 375,000 sf of non-residential square footage use.
- 9. The required 200' right-of-way for the Palm Bay Parkway (aka St. Johns Heritage Parkway) within the Brevard Landvest RAC boundaries shall be dedicated to the City of Palm Bay in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance.

Case No. CP-15-2018 September 5, 2018

10. The required right of way for the Interchange of 1-95 and the Palm Bay Parkway (aka St. Johns Heritage Parkway) shall be dedicated to the City of Palm Bay in accordance with the provisions of the City of Palm Bay Chapter 171, Fair Share Impact Fees Ordinance.

- 11.No building permits shall be issued until the required laneage of Palm Bay. Par way (aka St. Johns Heritage) necessary to serve the project has been let for construction in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance.
 - a. Two lanes of Palm Bay Parkway from Micco Road to Project Entrance; or
 - Two Lanes of Palm Bay Parkway from Interstate 95 to Project Entrance.
- 12.No building permits shall be issued until the required extensions of water, sewer and reuse lines necessary to serve the project have been let for construction in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance;
 - a. Water Main from Babcock Street to Project Entrance;
 - b. Force Main from Babcock Street to Project Entrance;
 - c. Reuse Main from Babcock Street to Project Entrance.

A reuse water distribution system shall b \$ installed concurrent with development for all land uses, developed in parallel to the potable water system, and maintained for utilization when sufficient quantities of reclaimed water; st0rmwater, or surface water are available for irrigation. Irrigation systems installed in the development shall be designed to accept reuse water. If reclaimed water is not available, the applicant will use the constructed reuse lines to withdraw irrigation water from the stormwater lakes.

- 13.A minimum buffer of 20' shall be provided along the entire Brevard RAC property boundaries.
- 14.A minimum buffer of 25' shall be maintained adjacent to all wetlands, a 50' buffer shall be maintained along the Sotille Canal, and a 100' buffer shall be maintained adjacent to the lands owned/and or managed by the Brevard County Environmental Endangered Lands Program.
- 15.A minimum right-of way of 85' for the Sotille Canal shall be dedicated to Brevard County.
- 16. One or more transit stops within each of the Urban Living and Workplace areas shall be provided.

ORDINANCE 2018-XX

EMERALD LAKES SITE SPECIFIC CRITERIA

- EMERALD INVESTMENT HOLDINGS, LLC, (successors to Sebastian Resources 400, LP and Brevard Landvest, LLC,) it's owners and assigns shall maintain consistency with the City of Palm Bay Comprehensive Plan Regional Activity Center Goals, Objectives and Policies for the EMERALD LAKES Regional Activity Center (RAC).
- 2. The EMERALD LAKES RAC Concept Master Plan is amending the City's Future Land Use Map Series, Map # 44 12 and to be consistent with the EMERALD LAKES RAC Concept Master Plan.
- 3. The EMERALD LAKES RAC total project acreage is 1,561 acres. The boundary lines or acreage shown on the adopted Concept Master Land Use Plan may be adjusted based on the final permitting and dedication of lands to the City of Palm Bay and Brevard County for rights-of-way for the Palm Bay Parkway (aka the St. Johns Heritage Parkway), Interstate 95 Interchange and the Sotille Canal, as long as the overall maximum densities and intensities of the total RAC do not change.
- 4. The total number of residential dwelling units within the EMERALD LAKES RAC shall not exceed 3,760 dwelling units and the total square footage of non-residential use shall not exceed 2,820,000 square feet. For purposes of square foot calculations, 1 hospital bed equals 2,500 square feet and 1 hotel room equals 500 square feet.
- The EMERALD LAKES RAC shall include the Maximum densities and intensities: 3,760 residential dwelling units, including single family and multi family; and 2,820,000 non-residential uses, including commercial, office, industrial, educational, hotel and hospital uses.
- 6. The location of uses, densities and intensities may be moved within project boundaries as long as they are consistent with the maximum and minimum densities and intensities of the RAC policies.
- 7. Prior to the issuance of building permits for more than:
 - a. 1,253 dwelling units, a minimum of 187,950 square feet nonresidential uses shall have Final Development Plan Approval for construction;
 - b. 2,506 dwelling units, a minimum of 375,900 square feet nonresidential uses shall have Final Development Plan Approval for construction;
- c. At buildout, a minimum of .6 jobs shall have been created for each residential unit constructed.
- 8. The required 200' right-of-way for the St. Johns Heritage Parkway within the EMERALD LAKES RAC boundaries has been dedicated to the City of Palm Bay in

September 5, 2018

- accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance.
- The required right-of-way for the Interchange of Interstate 95 and St. Johns Heritage
 Parkway) has been dedicated to the City of Palm Bay in accordance with the
 provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance.
- 10. No building permits shall be issued until the required laneage of St. Johns Heritage Parkway necessary to serve the project has been let for construction and/or funding has been provided in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance;
- 11. No building permits shall be issued until the required extensions of water and sewer lines necessary to serve the project have been let for construction and/or funding has been provided in accordance with the provisions of the City of Palm Bay Chapter 171 Fair Share Impact Fees Ordinance;
 - a. Water Main from Babcock Street to Project Entrance;
 - Force Main from Babcock Street to Project Entrance;
- 12. A minimum buffer of 20' shall be provided along the EMERALD LAKES RAC property boundary adjacent to commercial and industrial uses.
- 13. An average buffer of 25', minimum 15' without mitigation, shall be maintained adjacent to all preserved wetlands consistent with St. Johns River Water Management District permitting requirements. A 50' buffer from top of bank will be maintained along the Sotille Canal. A 100' buffer shall be maintained adjacent to commercial and industrial uses adjacent to the lands owned/and or managed on the eastern boundary by the Brevard County Environmental Endangered Lands Program.
- 14. A minimum right-of-way of 85' for the Sotille Canal shall be dedicated to Brevard County.
- 15. One or more transit stops shall be provided, as determined at the Final Development Plan stage.

EXHIBIT "H"

Ordinance No. 2011-46 Re-Zoning – Regional Activity Center

ORDINANCE NO. 2011-46

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE OF THE CITY OF PALM BAY BY CHANGING THE ZONING OF PROPERTY FROM GU (GENERAL USE DISTRICT) (BREVARD COUNTY) TO RAC (REGIONAL ACTIVITY CENTER DISTRICT); WHICH PROPERTY IS LOCATED WEST OF AND ADJACENT TO INTERSTATE 95, IN THE VICINITY BETWEEN GRANT AND MICCO ROADS, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR A CHANGE OF THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The Zoning Ordinance of the City of Palm Bay, Brevard County, Florida, is hereby amended to provide for the rezoning of property from GU (General Use District) (Brevard County) to RAC (Regional Activity Center District), being legally described as follows:

All of Section 2 lying westerly of said Interstate 95, less the west ½ of the southwest ¼ of the southwest ¼, Township 30S, Range 37E, Brevard County, Florida.

Together with:

The northeast ¼ of Section 3, except the west ½ of the east ½ of the northwest ¼ of the northwest ¼, Township 30S, Range 37E, Brevard County, Florida.

Together with:

The northeast ¼ of the southeast ¼ of Section 3, Township 30S, Range 37E, Brevard County, Florida.

Together with:

The northeast ½ of Section 10 and the north ½ of Section 11 lying westerly of said Interstate 95, less that portion of a strip of land 200 feet in width constituting the main canal of the San Sebastian Drainage District traversing the north ½ of Section 11 and the northeast ¼ of Section 10 that lies within this legal, Township 30S, Range 37E, Brevard County, Florida.

City of Palm Bay, Florida Ordinance No. 2011-46 Page 2 of 2

Together with:

The north $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 3, Township 30S, Range 37E, Brevard County, Florida.

Containing 938.74 acres, more or less.

SECTION 2. The Zoning Map of the City of Palm Bay is hereby revised to reflect this amendment.

SECTION 3. The provisions within this ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting No. 2011-27, held on September 1, 2011; and read in title only and duly enacted at Meeting No. 2011-29, held on September 15, 2011.

John J. Mazziotti, MAYOR

ATTEST:

Alice Passmorer OTY CLERK

Applicant: Sebastian Resources

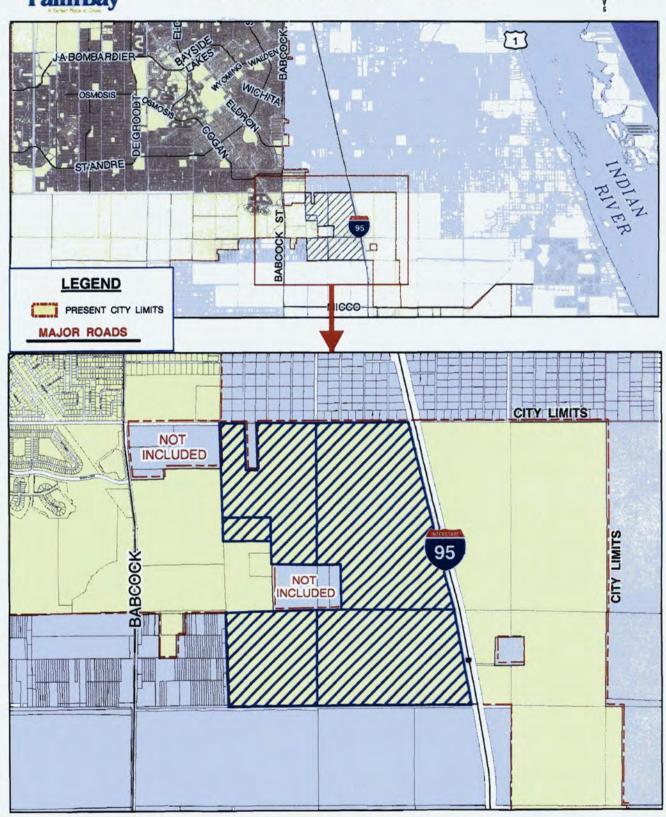
Case No.: PO 15

cc: 09-16-11 Applicant Case File



LOCATION MAP





PD - 16 - 2011



September 19, 2011

Mr. John Capanos Sebastian Resources 400, LP 1 North Fort Lauderdale Beach Boulevard, Unit 1802 Fort Lauderdale, FL 33304

Dear Mr. Capanos:

Enclosed is a certified copy of Ordinance No. 2011-46, rezoning property located west of and adjacent to Interstate 95, in the vicinity between Grant and Micco Roads, from GU (General use District) (Brevard County) to RAC (Regional Activity Center District).

Also enclosed is a certified copy of Resolution No. 2011-38, approving a proposed Regional Activity Center Planned Development Concept Plan for the same property.

The City Council approved the ordinance and resolution at Regular Council Meeting No. 2011-29, held on September 15, 2011.

The concept plan is conditioned upon complying with stipulations as set forth in Section 2 of the resolution.

If the need should arise in the future for an extension to the commencement period of the concept plan, the request must be submitted to the Office of the City Clerk at least thirty days (30) prior to the expiration date. Requests received after this time period are unable to be acted upon by the City Council prior to the expiration date and will render the concept plan null and void. Please mark your calendar accordingly.

If you should have any questions or require any additional information, please contact my office at (321) 952-3414.

Sincerely,

CITY OF PALM BAY

Alice Passmore, CMC

City Clerk

tmj

Enclosures: Ord No. 2011-46 and Res. No. 2011-38

Case No. PD-16-2011

Legislative Department

Mailed to:

City of Palm Bay Attn: Terese Jones 120 Malabar Rd Se Palm Bay, FL 32907 A daily publication by:



STATE OF FLORIDA COUNTY OF BREVARD

Before the undersigned authority personally appeared KATHY CICALA, who on oath says that she is LEGAL ADVERTISING SPECIALIST of the FLORIDA TODAY, a newpaper published in Brevard County, Florida; that the attached copy of advertising being a

LEGAL NOTICE

Ad # (250790)	\$	260.88	the matter of:
Acct. #(6CI213)			
				CITY OF PALM BAY
the		Court		NOTICE OF PUBLIC HEARING
		_		SEPTEMBER 15, 2011

as published in the FLORIDA TODAY in the issue(s) of:

September 5, 2011

Affiant further says that the said FLORIDA TODAY is a newspaper in said Brevard County, Florida, and that the said newspaper has heretofore been continuously published in said Brevard County, Florida, regularly as stated above, and has been entered as periodicals matter at the post office in MELBOURNE in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn to and subscribed before this:



th day of September, 2011

Mary Griffin

(Name of Notary Typed, Printed or Stamped)

or Produced Identification Personally Known _ X Type Identification Produced:

AD#250790,09/05/2011

CITY OF PALM BAY, FLORIDA
NOTICE OF PUBLIC HEARING
Notice is hereby given that the City Council
of the City of Palm Bay, Florida, will hold a
public hearing for the purpose of enacting
Ordinance Nos. 2011–44, 2011–45, 2011–46,
and 2011–47, at City Hall, 120 Malabar Road,
SE, Palm Bay, on September 15, 2011, at
7:00 P.M., titled as shown:
ORDINANCE NO. 2011–44
AN ORDINANCE OF THE CITY OF
PALM BAY, BREVARD COUNTY,
FLORIDA, VACATING AND ABANDONING A PORTION OF THE REAR TWENTY (20) FOOT PUBLIC UTILITY AND
DRAINAGE EASEMENT, LOCATED
WITHIN LOT 18, BLOCK 2326, PORT
MALABAR UNIT 44, ACCORDING TO
THE PLAT THEREOF AS RECORDED
IN PLAT BOOK 21, PAGE 161, OF THE
PUBLIC RECORDS OF BREVARD
COUNTY, FLORIDA, AND LEGALLY
DESCRIBED HEREIN; PROVIDING FOR
AN OFFICETIVE DATE.
ORDINANCE NO. 2011–45
AN ORDINANCE OF THE CITY OF
PALM BAY, BREVARD COUNTY,
FLORIDA, AMENDING THE CODE OF
ORDINANCES OF THE CITY OF
PALM BAY, BREVARD COUNTY,
FLORIDA, AMENDING THE CODE OF
ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 185,
ZONING CODE, BY CREATING A NEW
ZONING CODE, BY CREATING A NEW
ZONING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH;
PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH;
PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH;
PROVIDING FOR INCLUSION IN THE
CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILLTY CLAUSE; PROVIDING FOR AN
EFFECTIVE DATE.

ORDINANCE OF THE CITY OF
PALM BAY SERVEY DE COLUNTY.

CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 2011-46

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE OF THE CITY OF PALM BAY BY CHANGING THE ZONING ORDINANCE OF THE CITY OF PALM BAY BY CHANGING THE ZONING OF PROPERTY FROM GU (GENERAL USE DISTRICT) (BREVARD COUNTY) TO RAC (REGIONAL ACTIVITY CENTER DISTRICT); WHICH PROPERTY IS LOCATED WEST OF AND ADJACENT TO INTERSTATE 95, IN THE VICINITY BETWEEN GRANT AND MICCO ROADS, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR A DEAL ORDING MAP: PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 2011-47

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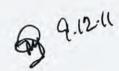


EXHIBIT "I"

Ordinance No. 2018-17 Emerald Lakes Community Development District

ORDINANCE NO 2018-17

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, ESTABLISHING THE EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT PURSUANT CHAPTER 190, FLORIDA STATUTES (2017), NAMING THE DISTRICT, DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT, DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS: PROVIDING FOR A LIMITATION ON CITY AND ACCEPTANCE, **PROVIDING** OBLIGATIONS SEVERABILITY CLAUSE, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (hereinafter referred to as the "Act") sets forth the exclusive and uniform method for establishing a community development district, and

WHEREAS, section 190.005(2) of the Act requires that a Petition for the Establishment of a Community Development District of less than 2 500 acres be filed by the petitioner with the municipality having jurisdiction over the majority of land in the area in which the district is to be located and

WHEREAS, section 190 005(1)(a) of the Act requires that such petition contain certain information to be considered at a public hearing before the City Council of the City of Palm Bay Florida ("City"), and

WHEREAS Emerald Investment Holdings LLC ("Petitioner"), having obtained written consent to the establishment of the Emerald Lakes Community Development District (the "District"), by the owners of one-hundred percent (100%) of the real property to be included in the District and having presented documents evidencing the control of the real property to be included in the District, has petitioned the City to adopt an ordinance establishing the District pursuant to the Act, and

WHEREAS, the Petitioner is a Florida limited liability company authorized to conduct business in the State of Florida and whose principal place of business is 605 South Fremont Avenue, Suite B, Tampa, Florida, 33606 and

WHEREAS, the Petition which was submitted to the City on April 4, 2018, has been determined to contain the requisite information as mandated by section 190 005(1)(a) of the Act and

WHEREAS, all interested persons and affected units of general purpose local government will be or have been afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the City on June 21 2018 and

WHEREAS, on June 21, 2018, the City considered the record of the public hearing and the factors set forth in section 190.005(1)(e) of the Act, and upon such review has determined that granting the Petition to establish the District is in the best interest of the City and

WHEREAS, the establishment of the District shall not act to replace or amend any
City or County land development approvals governing the land area to be included within
the District, and

WHEREAS, all District roads, including any improvements to existing roads, shall be constructed to equal or exceed the applicable construction specifications of the City or the County, and

WHEREAS, it is believed that the establishment of the District will result in a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the Petition.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY

OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows

SECTION 1. RECITALS INCORPORATED.

The above recitals are true and correct and by this reference are incorporated herein

SECTION 2 AUTHORITY

This Ordinance is enacted in compliance with and pursuant to the Uniform Community Development District Act of 1980, codified in Chapter 190, *Florida Statutes*

SECTION 3. FINDINGS OF FACT.

The City hereby finds and determines, pursuant to section 190 005(2) of the Act, based on the testimony and evidence presented before the City and the record established at the public hearing that

- A All statements within the Petition are true and correct
- B Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the State Comprehensive Plan or the City of Palm Bay Comprehensive Plan
- C The area of land within the District described in Exhibit "A" which is attached hereto and incorporated herein, is of a sufficient size is sufficiently compact and is sufficiently contiguous to be developed as one functional interrelated community
- D The District is the best alternative available for delivering the community development services and facilities to the area that would be served by the District
 - E The community development services and facilities of the District will

not be incompatible with the capacity and uses of existing local and regional community development services and facilities, and

F The area to be served by the District is amenable to separate special district government

SECTION 4 ESTABLISHMENT AND DISTRICT NAME.

There is hereby created a community development district situated entirely within the limits of the City which District shall be known as the "Emerald Lakes Community Development District," and which shall be referred to in this Ordinance as the "District

SECTION 5 EXTERNAL BOUNDARIES OF THE DISTRICT

The external boundaries of the District are described in Exhibit "A, and said boundaries encompass approximately 1,561 acres

SECTION 6. DISTRICT POWERS AND FUNCTIONS.

The powers and functions of the District are described in the Act. The District is also authorized to exercise additional powers to finance, fund, plan, establish acquire construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for parks and facilities for indoor and outdoor recreational cultural, and educational uses as authorized and described in section 190 012(2)(a) of the Act, security powers in accordance with section 190 012(2)(d) of the Act and all of the powers necessary, convenient, incidental, or proper in connection with any of the powers duties or purposes authorized by this Ordinance or the Act.

SECTION 7. BOARD OF SUPERVISORS.

The five persons designated to serve as initial members of the District's Board of Supervisors are as follows

City of Palm Bay, Florida Ordinance No 2018-17 Page 5 of 6

Name Alfredo Rodriguez-Walling

Address 255 Alhambra Circle, Suite 1160

Coral Gables Florida 33134

Name David Kramer

Address c/o 605 S Fremont Avenue, Suite B

Tampa Florida 33606

Name Mel Scott

Address 7175 Murrell Road

Viera Florida 32940

Name Duane "Rocky" Owen

Address 5585 Alligator Lake Road

St Cloud Florida 34772

Name A Christopher Kasten

Address 1020 Friendly Way Street

St Petersburg FL 33705

SECTION 8. NOTICE REQUIREMENTS.

Petitioner has caused a notice of a public hearing on the consideration of the Petition to be published in a newspaper of general circulation in the county and of general interest and readership in the community, at least once a week for four (4) consecutive weeks immediately prior to such hearing in compliance with the provisions of section 190 005(1)(d) of the Act

SECTION 9. COMPLIANCE WITH ALL REMAINING PROVISIONS OF CHAPTER 190, FLORIDA STATUTES, AND ALL OTHER APPLICABLE PROVISIONS OF LAW

Petitioner has complied with all remaining provisions of the Act and other provisions of law necessary for the establishment of the District

SECTION 10 REPEAL OF ORDINANCE IN CONFLICT

All other ordinances of the City or portions thereof which conflict with this or any part of this Ordinance are hereby repealed

SECTION 11. LIMITATION ON CITY OBLIGATIONS AND ACCEPTANCE.

Nothing in this Ordinance shall be deemed as affirmative acceptance by the City of any financial operational maintenance or any other responsibilities of the District nor be deemed as affirmative acceptance of any proposed improvement

SECTION 12. SEVERABILITY

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full effect

SECTION 13 EFFECTIVE DATE The provisions within this ordinance shall take effect immediately upon the enactment date

Read in title only at Meeting No 2018 14, held on June 7, 2018; and read in title only and duly enacted at Meeting No 2018-15 held on June 21 2018

ATTEST

William Capote, MAYOF

Terese M Jones, CITY-CLERI

Reviewed by CAO:

EXHIBIT A LEGAL DESCRIPTION

LEGAL DESCRIPTION

6 PARCELS OF LAND SITUATED IN SECTIONS 1 2 3 10 11 AND 12 TOWNSHIP 30 SOUTH RANGE 37 EAST IN BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

PARCEL 1

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH RANGE 37 EAST BREVARD COUNTY FLORIDA THENCE RUN N89°55'05 E A DISTANCE OF 659.99 THENCE S01°06'06"E A DISTANCE OF 1280.53 FEET THENCE S89°43'42"E A DISTANCE OF 329 77 FEET, THENCE RUN N01°05'23"W A DISTANCE OF 1282.56 FEET. THENCE RUN N89°55'05"E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 A DISTANCE OF 1649.98 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 37 EAST THENCE RUN N89°55'18"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 2 A DISTANCE OF 2555 70 FEET TO THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 95 THENCE RUN \$13°03'20"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 3500.33 FEET TO THE INTERSECTION WITH THE NORTH LINE OF INTERCHANGE PARCEL 101 DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932 AND ST JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 171 THENCE RUN S09°03'35 E ALONG SAID NORTH LINE A DISTANCE OF 518.51 FEET, THENCE RUN S03°30'59"E A DISTANCE OF 168.84 FEET. THENCE RUN S00°29'36"E A DISTANCE OF 196.60 FEET. THENCE RUN S00°58'01"W A DISTANCE OF 157 82 FEET THENCE RUN S08°52'16"W A DISTANCE OF 393.34 FEET, THENCE RUN S13°03'20"E A DISTANCE OF 313.63 FEET, THENCE RUN S31°56'46"W A DISTANCE OF 141 42 FEET THENCE RUN S76°56'47"W A DISTANCE OF 2763.58 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1402.00 FEET THENCE RUN NORTHWESTERLY A DISTANCE OF 1060.52 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°20'26" AND HAVING A CHORD WHICH BEARS N81°23'01"W A DISTANCE OF 1035.42 FEET TO A POINT OF INTERSECTION WITH A TANGENT LINE, THENCE RUN N59°42'48"W A DISTANCE OF 1081 00 FEET TO THE SOUTH LINE OF SAID SECTION 3 THENCE S89°42'39"E A DISTANCE OF 1369.88 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 3 TOWNSHIP 30 SOUTH RANGE 37 EAST THENCE S89°42'59"E A DISTANCE OF 657.82 FEET THENCE N01°00'06"W A DISTANCE OF 1300.35 FEET, THENCE N89°40'28"W A DISTANCE OF 658.49 FEET; THENCE N89°32'33"W A DISTANCE OF 1317 05 FEET THENCE N01°04'42"W A DISTANCE OF 1304 74 FEET THENCE N89°22'27"W A DISTANCE 1318.24 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 3, THENCE N01°07'32"W A DISTANCE OF 2552.94 FEET TO THE POINT OF BEGINNING

TOGETHER WITH

PARCEL 2

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 95 AND THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES) THENCE N89°40'36"W ALONG AFOREMENTIONED NORTH LINE A DISTANCE OF 6827 92 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF AFOREMENTIONED SECTION 10 TOWNSHIP 30 SOUTH, RANGE 37 EAST THENCE N01°29'54"W ALONG SAID WEST LINE 2548.89 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 10. THENCE S89°42'39"E A DISTANCE OF 852.49 FEET TO A POINT OF INTERSECTION WITH A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2798.00 FEET ON THE SOUTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533 PAGE 171 AND INTERCHANGE PARCEL 101 DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932 THENCE RUN SOUTHEASTERLY A DISTANCE OF 161 80 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18 48" AND HAVING A CHORD WHICH BEARS S61°22'12 E A DISTANCE OF 161 78 FEET TO A POINT OF INTERSECTION WITH A TANGENT LINE, THENCE RUN \$59°42'48"E A DISTANCE OF 1273.83 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1602,00 FEET, THENCE RUN SOUTHEASTERLY A DISTANCE OF 1211 81 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°20'26" AND HAVING A CHORD WHICH BEARS S81°23'01 E A DISTANCE OF 1183.12 FEET TO A POINT OF TANGENCY, THENCE RUN N76°56'47"E A DISTANCE OF 2776.03 FEET, THENCE RUN S58°03'06"E A DISTANCE OF 158.98 FEET THENCE RUN S13°03'35"E A DISTANCE OF 103.60 FEET THENCE RUN S27 21 19"E A DISTANCE OF 646 10 FEET, THENCE RUN S23°50'26"E A DISTANCE OF 174.39 FEET, THENCE RUN S13°03'35"E A DISTANCE OF 684.89 FEET THENCE RUN N76°56'25"E A DISTANCE OF 75.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 95, THENCE RUN S13°03'33"E A DISTANCE OF 763 16 FEET TO THE POINT OF BEGINNING

PARCEL 3

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 1 TOWNSHIP 30 SOUTH RANGE 37 EAST BREVARD COUNTY FLORIDA, THENCE RUN S00°12'10"W A DISTANCE OF 5255.24 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 1 THENCE RUN S01°39'31"E A DISTANCE OF 2240.34 FEET TO THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES), THENCE RUN S87°06'07"W ALONG THE NORTH LINE OF SAID CANAL A DISTANCE OF 95.39 FEET TO A POINT OF INTERSECTION WITH A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2900 00 FEET ON THE NORTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533 PAGE 202 THENCE RUN NORTHWESTERLY A DISTANCE OF 162.03 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°12'04 AND HAVING A CHORD WHICH BEARS N03°15'34"W A DISTANCE 162.01 FEET, THENCE RUN N01°39'31"W A DISTANCE OF 1223.63 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1532.00 FEET THENCE RUN NORTHWESTERLY A DISTANCE OF 2711 15 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°23'42" AND HAVING A CHORD WHICH BEARS N52°21'23"W FOR A DISTANCE OF 2370.96 FEET TO A POINT OF TANGENCY, THENCE RUN S76°56'47"W A DISTANCE OF 595.55 FEET, THENCE RUN S85°19'23"W ALONG SAID NORTH RIGHT OF WAY LINE ALSO THE NORTH LINE OF INTERCHANGE PARCEL 102 DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 103 A DISTANCE OF 307.45 FEET, THENCE RUN S80°45'39"W ALONG SAID NORTH LINE A DISTANCE OF 467 93 FEET, THENCE RUN N78°15'58"W A DISTANCE OF 398.01 FEET THENCE RUN N36°19'13"W A DISTANCE OF 398.02 FEET, THENCE RUN N15°09'26"W A DISTANCE OF 1542.67 FEET, THENCE RUN S76°56'40"W A DISTANCE OF 11 84 FEET TO THE EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 95 THENCE RUN N13°03'02"W ALONG THE AFOREMENTIONED EAST RIGHT OF WAY LINE A DISTANCE OF 3088.34 FEET, THENCE N89°55'28"E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 2 TOWNSHIP 30 SOUTH RANGE 37 EAST A DISTANCE OF 2419 70 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED SECTION 2, THENCE N89°58'04"E A DISTANCE OF 2637 51 FEET TO THE POINT OF BEGINNING

PARCEL 4.

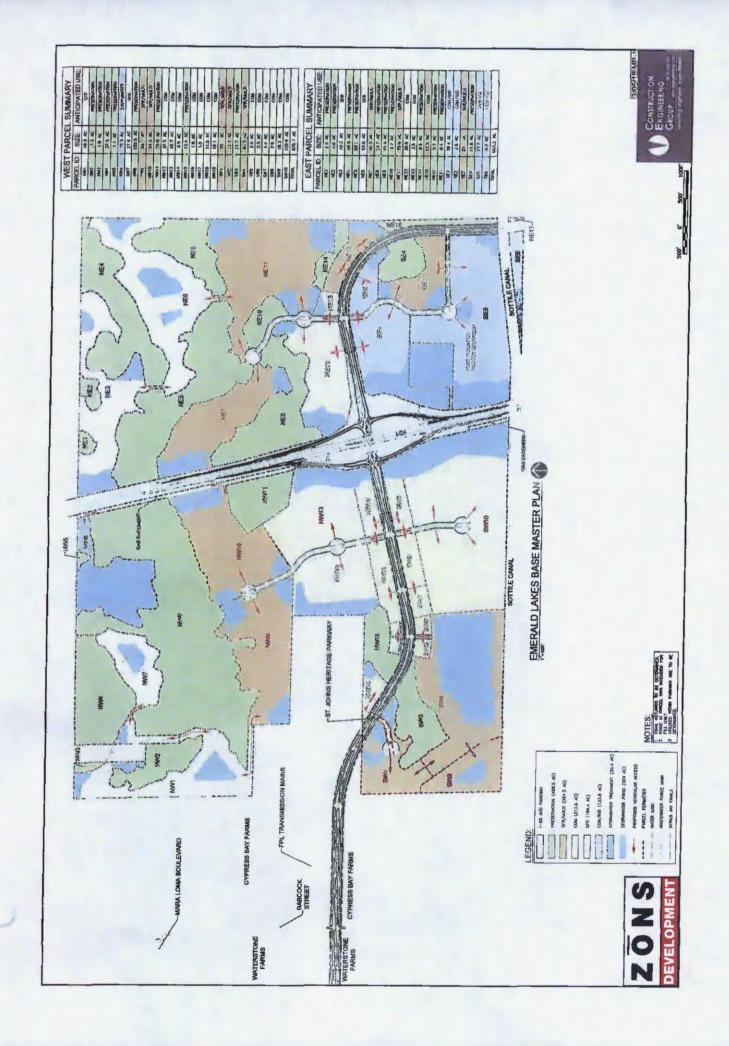
BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 95 AND THE NORTH LINE OF THE SOTTILE CANAL (WIDTH VARIES) THENCE RUN N13°03'35"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1071 80 FEET TO THE HAUL ROUTE FROM BORROW PIT NO 5 THENCE RUN S89°42'06"E A DISTANCE OF 1274 48 FEET THENCE RUN N00°17'54 E A DISTANCE OF 800 FEET THENCE RUN N89°42'06"W A DISTANCE OF 800 FEET, THENCE RUN S00°17'54"W A DISTANCE OF 750 FEET, THENCE RUN N89°42'06"W A DISTANCE OF 404.43 FEET TO THE SOUTH LINE OF INTERCHANGE PARCEL 102 DESCRIBED IN OFFICIAL RECORDS BOOK 7533 PAGE 103, THENCE RUN N02 23'20"W ALONG SAID SOUTH LINE A DISTANCE OF 120 18 FEET THENCE RUN N11°14'49"E A DISTANCE OF 352 17 FEET THENCE RUN N18°00'57"E A DISTANCE OF 415.68 FEET THENCE RUN N25°12'14"E A DISTANCE OF 130.81 FEET, THENCE RUN N13°33'28"E A DISTANCE OF 210.54 FEET THENCE RUN N13°03'35"W A DISTANCE OF 240 15 FEET THENCE RUN N31°57'06 E A DISTANCE OF 141 43 FEET, THENCE RUN N76°56'46 E A DISTANCE OF 760 74 FEET, THENCE RUN N76 56'48 E ALONG PREVIOUSLY MENTIONED SOUTH LINE ALSO THE SOUTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533 PAGE 202 A DISTANCE OF 455.97 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1332.00 FEET THENCE RUN SOUTHEASTERLY A DISTANCE OF 2357.21 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°23'42" AND HAVING A CHORD WHICH BEARS S52°2123"E A DISTANCE OF 206144 FEET, THENCE RUN S01°39'31"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1223.63 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3100.00 FEET, THENCE RUN SOUTHEASTERLY A DISTANCE OF 166.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'29" AND HAVING A CHORD WHICH BEARS S03°11'46"E A DISTANCE OF 166.33 FEET TO THE NORTH LINE OF AFOREMENTIONED SOTTILE CANAL THENCE RUN S87°06'07" W ALONG SAID NORTH LINE A DISTANCE OF 284.41 FEET THENCE RUN S83°04'26"W A DISTANCE OF 2084.05 FEET, THENCE RUN N89°19'58"W A DISTANCE OF 655.41 TO THE AFOREMENTIONED EAST RIGHT OF WAY LINE AND THE POINT OF BEGINNING

PARCEL 5

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA, THENCE RUN S89°49'46"E A DISTANCE OF 124.66 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE SOTTILE CANAL (WIDTH VARIES) AND POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, THENCE RUN N83°04'26"E ALONG SAID SOUTH LINE A DISTANCE OF 1824 85 FEET THENCE RUN N87°06'07"E A DISTANCE OF 288.56 FEET TO THE WEST RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 202 AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3100.00 FEET THENCE RUN SOUTHEASTERLY A DISTANCE OF 244.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°31'36" AND HAVING A CHORD WHICH BEARS \$10°08'41 E A DISTANCE OF 244.85 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, THENCE RUN N89°49'46"W A DISTANCE OF 2142.86 FEET TO THE POINT OF BEGINNING

PARCEL 6

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 12 TOWNSHIP 30 SOUTH RANGE 37 EAST BREVARD COUNTY FLORIDA THENCE RUN N89 49'46"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF AFOREMENTIONED SECTION 12 A DISTANCE OF 40.35 FEET TO A POINT OF INTERSECTION WITH A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2900.00 FEET, THENCE RUN NORTHWESTERLY A DISTANCE OF 256.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°03'55" AND HAVING A CHORD WHICH BEARS N10 45'31"W A DISTANCE OF 256.29 FEET TO THE SOUTH LINE OF THE SOTTILE CANAL (WIDTH VARIES), THENCE RUN N87°06'07"E ALONG SAID SOUTH LINE A DISTANCE OF 80.88 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12 THENCE RUN S01°39'31"E A DISTANCE OF 256 11 FEET TO THE POINT OF BEGINNING





June 25, 2018

Ms Annie M Papp Florida Registered Paralegal Hopping Green & Sams, P.A 119 South Monroe Street, Suite 300 Tallahassee FL 32301

Dear Ms Papp

Enclosed is a certified copy of Ordinance No 2018 17

The City Council approved the ordinance at Regular Council Meeting No 2018-15, held on June 21 2018

If you should have any questions or require any additional information, please contact my office at (321) 952-3414

Sincerely

CITY OF PALM BAY

Terese M./Jones, CMC

City Clerk

/tjl

Enclosure Ordinance No 2018-17



LEGISLATIVE MEMORANDUM

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TO Honorable Mayor and Members of the City Council

FROM Gregg Lynk, City Manager

DATE June 7, 2018

RE Petition to Establish a Community Development District (CDD) - Emerald

Investment Holdings, LLC

Petitioner Emerald Investment Holdings, LLC is petitioning the City Council to adopt an ordinance to establish the Emerald Lakes Community Development District (CDD) designating the land area for which the CDD would exercise of special powers relating to among other things parks and recreational facilities and security Enactment of the attached Ordinance would grant the petition establish the district, and consent to the exercise of the additional special powers by the district board of supervisors pursuant to the Uniform Community Development District Act of 1980 Chapter 190, Florida Statutes

A CDD as defined by Chapter 190, F S

Means a local unit of special-purpose government which is created pursuant to this act and limited to the performance of those specialized functions authorized by this act, the governing head of which is a body created, organized, and constituted and authorized to function specifically as prescribed in this act for the purpose of the delivery of urban community development services, and the formation, powers, governing body operation, duration, accountability, requirements for disclosure, and termination of which are as required by general law

The proposed CDD is located within the Emerald Lakes Regional Activity Center (RAC) and includes approximately 1,561 acres, more or less, and is generally located north of Micco Road, south of Grant Road east of Babcock Street, west of Highway 1, and bisected by Interstate 95 entirely within the City of Palm Bay The site is currently undeveloped and is being planned for approximately 3,760 residential units, 2,820,000 square feet of retail and office space and 700 hotel rooms

The petition contains the following as required by Section 190.005(2), Florida Statutes

- · A metes and bounds description of the external boundaries of the district
- . The written consent by the landowners of all real property in the district
- · A designation of five persons to serve as the initial members of the board of supervisors



Mayor and Council⁻ Petition to Establish a Community Development District (CDD) June 7, 2018
Page 2

- · The proposed name of the district
- · A map showing current major trunk water mains and sewer interceptors and outfalls
- The proposed timetable for construction of the district services and their estimated cost
- The Future Land Use Map of the City of Palm Bay for the area within the boundaries of the district
- · A statement of estimated of regulatory costs
- A copy of the petition with all exhibits is attached to this Staff Report

REQUESTING DEPARTMENT.

Growth Management Department

FISCAL IMPACT.

It is anticipated that Staff will complete review and processing of the application and coordinate review with outside counsel or consultants as necessary Because the petition was initiated prior to the establishment of an application fee, the initial \$7 500 00 application fee is waived. Any subsequent amendments to the CDD will be subject to a \$3 750.00 application fee.

RECOMMENDATION.

Motion to adopt an ordinance for the establishment of the Emerald Lakes Community Development District

Attachments

- 1) Application to Establish a Community Development District
- 2) Petition with Exhibits
- 3) Draft Ordinance

EB/cp/ab

Rick Scott GOVERNOR



Cissy Proctor

July 27, 2018

Mr Michael C Eckert Hopping Green and Sams, P.A 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301 Office of The JUL 3 0 2018

City Clerk

Re Emerald Lakes Community Development District Established by City of Palm Bay Ordinance 2018-17

Dear Mr Eckert:

Ms Annie M Papp recently registered the above referenced special district with the Special District Accountability Program and identified you as its registered agent. In accordance with Section 189.061(1), Florida Statutes, I have classified the district's status as independent.

All special districts must comply with the requirements of Chapter 189 Florida Statutes and Rule Chapter 73C-24 Florida Administrative Code As part of these requirements please verify and update the information on the enclosed *Special District Fee Invoice and Update Form* sign and date it, then return it along with the required state fee to the address below by the due date on the form. It is very important that the information on this form be complete and accurate since we must make this information available through the *Official List of Special Districts Online*. As an option you may pay the state fee with a Visa or MasterCard at FloridaJobs.org/SpecialDistrictFee.

Department of Economic Opportunity Bureau of Budget Management 107 E Madison Street, MSC 120 Tallahassee, FL 32399-4124

Please visit the Florida Special District Handbook Online at FloridaJobs.org/SpecialDistrictHandbook to learn about special district requirements, such as the annual special district fee, website content, and financial reporting to the Department of Financial Services and the Auditor General If you have any questions please do not hesitate to call me at (850) 717-8430.

Sincerely

Jack Gaskins Jr

Special District Accountability Program

Enc. Special District Fee Invoice and Update Form

cc. City Clerk City of Palm Bay (w/o enclosure)

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399 850.245.7105 | www.floridajobs.org www.twitter.com/FLDEO | www.facebook.com/FLDEO

EXHIBIT "J"

Resolution No. 2019-44 Final Development Plan and Preliminary Plat for Emerald Lakes West Phase I

RESOLUTION 2019-44

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, GRANTING FINAL DEVELOPMENT PLAN APPROVAL FOR A PORTION OF THE MIXED-USE DEVELOPMENT TO BE KNOWN AS THE "EMERALD LAKES REGIONAL ACTIVITY CENTER" IN RAC (REGIONAL ACTIVITY CENTER DISTRICT) ZONING; WHICH PROPERTY IS LOCATED WEST OF AND ADJACENT TO INTERSTATE 95, ON THE NORTH AND SOUTH SIDES OF THE ST JOHNS PARKWAY, AND LEGALLY HERITAGE DESCRIBED HEREIN, PROVIDING FOR FINAL DEVELOPMENT PLANS TO BE IN COMPLIANCE WITH THE CONCEPT PLAN, COMMENCEMENT PERIOD. PROVIDING FOR A PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, application for Final Development Plan Approval in RAC (Regional Activity Center District) zoning for the initial infrastructure needed to support the future residential and nonresidential development of the Emerald Lakes Regional Activity Center on property legally described herein, has been made by Emerald Investment Holdings, Inc., and

WHEREAS, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on October 2 2019 which voted to recommend to the City Council approval of the application, and

WHEREAS, all provisions applicable to the final development plan under Chapter 185 Zoning of the Palm Bay Code of Ordinances, have been satisfied by the applicant, and

WHEREAS, the City Council of the City of Palm Bay has determined that such concept plan will neither be injurious to the neighborhood nor otherwise detrimental to the public welfare

CFN 2019260675 OR BK 8602 PAGE 779 Recorded 12/02/2019 at 01:43 PM Scott Ellis, Clerk of Courts Brevard County

Pgs 13

City of Palm Bay, Florida Resolution 2019-44 Page 2 of 6

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

SECTION 1 The City Council of the City of Palm Bay hereby grants final development plan approval for a portion of Emerald Lakes Regional Activity Center (Phase 1) on property zoned RAC, which property is legally described as follows

PARCEL 1

A PARCEL OF LAND LYING IN SECTIONS 2 3 10 AND 11, TOWNSHIP 30 BREVARD COUNTY, FLORIDA BEING MORE EAST SOUTH 37 PARTICULARLY DESCRIBED AS FOLLOWS BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3, THENCE RUN N 89° 55' 05" E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 659.99 FEET TO A POINT, THENCE RUN S 01° 06' 06" E A DISTANCE OF 1280 53 FEET TO A POINT, THENCE RUN S 89° 43 42" E A DISTANCE OF 329 77 FEET TO A POINT THENCE RUN N 01° 05 23" W A DISTANCE OF 1282 56 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 THENCE RUN N 89° 55' 05" E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 1649 98 FEET TO THE NORTHWEST CORNER OF SAID SECTION 2, THENCE RUN N 89° 55 18" E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2 A DISTANCE OF 2555 71 FEET TO THE WEST RIGHT OF WAY LINE OF STATE ROAD NO 9 (INTERSTATE 95) AS PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO 70220, FP NO 426904 3 DATED 08-03 15 THENCE RUN S 13° 03' 20" E ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 3500.33 FEET TO A POINT OF INTERSECTION WITH INTERCHANGE PARCEL NO 101 AS DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932 AND OFFICIAL RECORDS BOOK 7583, PAGE 2153 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE RUN THE FOLLOWING 8 COURSES AND DISTANCES ALONG SAID INTERCHANGE PARCEL NO 101 1) S 09° 03' 35" E A DISTANCE OF 518.51 FEET TO A POINT, 2) S 03° 30' 59" E A DISTANCE OF 168 84 FEET TO A POINT, 3) S 00° 29' 36" E A DISTANCE OF 196 60 FEET TO A POINT, 4) S 00° 58' 01" W A DISTANCE OF 157 82 FEET TO A POINT 5) S 08° 52' 16" W A DISTANCE OF 393.34 FEET TO A POINT. 6) S

City of Palm Bay, Florida Resolution 2019-44 Page 3 of 6

> 13° 03' 20" E A DISTANCE OF 313.63 FEET TO A POINT; 7) S 31° 56' 46" W A DISTANCE OF 141 42 FEET TO A POINT, 8) S 76° 56' 46" W A DISTANCE OF 810.40 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF THE ST JOHNS HERITAGE PARKWAY, A 200 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 7533 PAGE 171 OF THE PUBLIC RECORDS OF BREVARD COUNTY, THENCE RUN THE FOLLOWING 3 COURSES AND DISTANCES ALONG THE NORTH RIGHT OF WAY LINE OF SAID ST JOHNS HERITAGE PARKWAY 1) S 76° 56 46" W A DISTANCE OF 1953 18 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1402 00 FEET AND WHOSE CHORD BEARS N 81° 23 01 W A DISTANCE OF 1035 42 FEET 2) RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 43° 20' 26 A DISTANCE OF 1060 52 FEET TO A POINT OF TANGENCY, 3) N 59° 42' 48" W A DISTANCE OF 1081 00 FEET TO A POINT TO THE NORTH LINE OF SAID SECTION 10, THENCE RUN S 89° 42' 39" E, ALONG SAID NORTH LINE A DISTANCE OF 1369.88 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 3. THENCE RUN S 89° 42' 59" E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 2 A DISTANCE OF 657 82 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SW 1/4 OF THE SOUTHWEST 1/4 SAID SECTION 2, THENCE RUN N 01° 00' 06" W ALONG SAID EAST LINE A DISTANCE OF 1300.35 FEET TO A POINT, THENCE RUN N 89 40 28" W A DISTANCE OF 658.49 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3 THENCE RUN N 89° 32 33" W A DISTANCE OF 1317 05 FEET TO A POINT THENCE RUN N 01° 04 42" W A DISTANCE OF 652 37 FEET TO A POINT THENCE RUN N 89° 27' 30" W A DISTANCE OF 1317 65 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3. THENCE RUN N 01° 07' 32" W ALONG SAID WEST LINE A DISTANCE OF 654.32 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 3 THENCE N 01° 07' 32" W ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3 A DISTANCE OF 2552 94 FEET TO THE POINT OF BEGINNING

LESS AND EXCEPT

STORMWATER POND 7A AND STORMWATER POND 7B, PER OFFICIAL RECORDS BOOK 7533, PAGE 171

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TOGETHER WITH

PARCEL 2

A PARCEL OF LAND LYING IN SECTIONS 10 AND 11, TOWNSHIP 30 SOUTH 37 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 10 THENCE RUN S 89° 42 39 E A DISTANCE OF 852.49 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2798 00 FEET AND WHOSE CHORD BEARS S 61° 22' 12" E A DISTANCE OF 161 78 FEET AND THE SOUTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY, A 200 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 171 OF THE PUBLIC RECORDS OF BREVARD COUNTY, THENCE RUN THE FOLLOWING 4 COURSES AND DISTANCES ALONG THE SOUTH RIGHT OF WAY LINE OF SAID ST JOHNS HERITAGE PARKWAY 1) RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 03° 18 48" A DISTANCE OF 161 80 FEET TO A POINT OF TANGENCY 2) THENCE RUN S 59° 42 48" E A DISTANCE OF 1273.83 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1602 00 FEET AND WHOSE CHORD BEARS S 81° 23' 01" E A DISTANCE OF 1183 12 FEET 3) THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 43° 20 26" A DISTANCE OF 1211 81 FEET TO A POINT OF TANGENCY, 4) THENCE RUN N 76° 56 46 E A DISTANCE OF 1953 18 FEET TO A POINT OF INTERSECTION WITH INTERCHANGE PARCEL NO 101 AS DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932 AND OFFICIAL RECORDS BOOK 7583, PAGE 2153 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA THENCE RUN THE FOLLOWING 7 COURSES AND DISTANCES ALONG SAID INTERCHANGE PARCEL NO 101 1) N 7° 56' 46" E A DISTANCE OF 822.85 FEET TO A POINT, 2) S 58° 03' 06" E A DISTANCE OF 158.98 FEET TO A POINT, 3) S 13° 03 35 E A DISTANCE OF 103 60 FEET TO A POINT, 4) S 2T 21' 19" E A DISTANCE OF 646 10 FEET TO A POINT, 5) S 23° 50' 26" E A DISTANCE OF 174 39 FEET TO A POINT 6) S 13° 03' 35" E A DISTANCE OF 684.89 FEET TO A POINT 7) N 76° 56' 25" E A DISTANCE OF 75 00 FEET TO THE WEST RIGHT OF WAY LINE OF STATE ROAD NO 9 (INTERSTATE 95) AS PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO 70220, FP NO 426904-3, DATED 08-03-15

City of Palm Bay Florida Resolution 2019-44 Page 5 of 6

THENCE RUN S 13° 03 35" E ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 763 17 FEET TO THE NORTH RIGHT OF WAY LINE OF THE SOTTILE CANAL AS DESCRIBED IN OFFICIAL RECORDS BOOK 8221, PAGE 641 OF THE PUBLIC RECORDS OF BREVARD COUNTY FLORIDA THENCE RUN N 89° 40' 36" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 6827 92 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 10, THENCE N 01° 29' 54" W ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10 A DISTANCE OF 2548.89 FEET TO THE POINT OF BEGINNING

LESS AND EXCEPT

TRACTS D-1 AND D 2

SECTION 2 Phase 1 of the final development plan is granted subject to the applicant complying with the following

- 1) The Final Development Plan shall be in conformance with the application submitted for Concept Plan Approval with all supplementary data attached
- 2) The Land Development Division Staff Report which is by reference incorporated herein as Exhibit "A
- 3) The applicant/developer, at their expense, shall be required to design, permit install, inspect and test water and sewer systems of adequate size to accommodate the development and to connect to the City's water and sewer systems. The applicant may be required to extend and/or loop service from the on-site facilities to the existing water and sewer connection points, at the time of development
- 4) The applicant/developer shall be responsible for the property's hydraulic share for the new utilities Oversizing of utilities, at the request of the Utilities Department shall be subject to a refunding agreement or refundable advance A City of Palm Bay "Utility Agreement" shall be executed between the property owner and the City All utility impact fee and connection charges noted in the Utility Agreement must be paid as outlined in the terms and conditions of the Utility Agreement
- 5) With regards to the Preliminary Plat Tracts RW-1 through RW-4 shall be dedicated to and maintained by a private entity, not the City This entity (the

City of Palm Bay Florida Resolution 2019-44 Page 6 of 6

Property Owners Association, Homeowners Association or Community Development District) shall be identified on a revised Plat

- 6) Prior to completion of each phase of the project and before a Certificate of Occupancy is issued for any building within a given phase, the Applicant must submit the final survey and Letter of Map Revision (LOMR) to the Federal Emergency Management Agency (FEMA) to remove the project (or phase) from the Special Flood Hazard Area (SFHA)
- 7) The Master Declaration of Covenants, Conditions, Restrictions and Easements for Emerald Lakes, and the Emerald Lakes Conceptual Design Guidelines shall apply to the future development shown on subsequent FDP's These documents will be reviewed upon submission of specific development proposals
- 8) All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations, and statutes

William Capote, MAYOR

SECTION 3 This resolution shall take effect immediately upon the enactment date

This resolution was duly enacted at Meeting 2019 27, of the City Council of the City of Palm Bay Brevard County Florida, held on November 7, 2019,

ATTEST

Terese M

Applicant | Emerald Investment Holdings Inc

Case FD-25-2019

cc 11 08 19 Applicant

Case File
Brevard County Recording



STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone (321) 733-3042 Landdevelopmentweb@palmbayflorida org

Prepared by

Patrick J Murphy Assistant Growth Management Director

CASE NUMBER FD 25-2019	PLANNING & ZONING BOARD HEARING DATE October 2 2019

Emerald Investment Holdings, Inc., Jake Wise, P E , CEG LLC Representing Located west of and adjacent to Interstate 95, on the north and south sides of the St. Johns Heritage Parkway SE

SUMMARY OF REQUEST

Final Development Plan approval for the initial infrastructure needed to support the future residential and nonresidential development of the Emerald Lakes Regional Activity Center

Existing Zoning RAC, Regional Activity Center
Existing Land Use RAC Regional Activity Center Use

Site Improvements Undeveloped

Site Acreage 896.27, more or less

SURROUNDING ZONING & USE OF LAND USE

North AU, Agricultural Residential (Town of Grant Valkaria) Undeveloped Land

East RAC Regional Activity Center, Undeveloped Land

South GU, General Use District and IU Light Industrial (Brevard County) Undeveloped Land

West GU General Use District (Brevard County), and PUD, Planned Unit Development (City)

Undeveloped Land

COMPREHENSIVE PLAN

COMPATIBILITY Yes subject to the provisions of Ordinance 2010 24

Case FD-25-2019 October 2, 2019

BACKGROUND

The subject property is located west of and adjacent to Interstate 95 on the north and south sides of the St Johns Heritage Parkway SE Specifically, the request includes portions of Tax Parcels 1 and 751 Section 3, Tax Parcel 2 Section 2 Tax Parcel 1, Section 10 and Tax Parcel 1, Section 11 all located in Township 30, Range 37 Brevard County, Florida The subject property is approximately 896.27 acres

The adjacent zoning and land uses are as follows

North AU Agricultural Residential (Grant-Valkaria) Undeveloped Land

East RAC, Regional Activity Center; Undeveloped Land

South GU General Use District and IU Light Industrial (Brevard County)

Undeveloped Land

West GU General Use District (Brevard County) and PUD, Planned Unit

Development (Palm Bay), Undeveloped Land

The property contained in this request received approval for the Regional Activity Center Future Land Use category on July 8 2010 (Ordinance 2010 24) On September 15 2011 the property was rezoned from the GU, General Use District (Brevard County) to the RAC Regional Activity Center District (Ordinance 2011-46) At the same meeting Council approved the Preliminary Development Plan (PDP) via Resolution 2011 38

On October 18, 2018 City Council approved Resolution 2018 55 which established the PDP for property owned by the applicant on both sides of I 95 In doing so, this resolution repealed the previous resolutions that enacted the PDP's on either side of the interstate (2011-38 for the west side and 2016 07 for the east side)

ANALYSIS

Pursuant to the RAC zoning category, approval occurs in two stages Concept Plans (PDP) are approved for the overall development and at the same time or at a later date Final Development Plans are approved showing the details for phases of the project as they are ready to construct Approval of the PDP results in rezoning of the site to the RAC Regional Activity Center District on the Zoning Map Development of the site cannot occur until a Final Development Plan is approved by City Council

The overall Emerald Lakes development (1,561 acres) will be a mixed-use planned community, strategically located at the new interchange of Interstate 95 and the St. Johns Heritage Parkway As a Regional Activity Center for Palm Bay Emerald Lakes is designed as a sustainable job based community with retail medical, educational, and corporate office opportunities with up to 3,760 residential dwelling units and 2,820,000 square feet of non residential uses Multi generational and mixed residential neighborhoods are interconnected with large, recreational and environmental amenities. The overall density approved for the project is 2.4 units per acre.

Case FD-25-2019 October 2, 2019

The Emerald Lakes Community Development District (CDD) was approved by City Council on June 21 2018 (Ordinance 2018 17) The CDD will deliver the community development services and facilities to the overall project area. No City funds will be used to provide the basic infrastructure needed to support the development

Emerald Investment Holdings, LLC (the Applicant) is requesting approval for the first RAC Final Development Plan (FDP) and Preliminary Plat for the Phase I on site master infrastructure. Additional RAC FDP's will be provided in the future to delineate the lot, tract and parcel uses to be developed. The purpose of this initial FDP is to support the planned development west of I-95 on either side of the Parkway.

On the south side of the Parkway the Applicant has planned a walkable downtown with medical educational and professional offices, community facilities including entertainment, an outdoor amphitheater and nature center commercial spaces hotel sites and urban residential housing. The north side of the Parkway will contain opportunities for highway commercial type uses fronting the Parkway Beyond these parcels will feature regional retail centers, a community shopping complex, office space, and single and multi family residential housing

Contained within the application for FDP approval are several statements from the Applicant regarding roads, stormwater, utilities and landscaping A review of these statements by City staff has yielded the following responses

- 1 Emerald Lakes has proposed to relocate and assume maintenance responsibility for two (2) existing stormwater management ponds, as shown on the FDP (Ponds 7A & 7B) The stormwater will be captured in the proposed Ponds D 4 & D-5
 - Any relocation of stormwater retention areas shall be authorized by the City's Public Works Department and the St Johns River Water Management District and shall conform with all design and performance criteria of the regulatory codes of both Agencies This will be further evaluated during administrative review of the construction drawings
- 2 Emerald Lakes plans to request stormwater management system user fee mitigation credits, as the property will not discharge stormwater runoff into the City's stormwater system Therefore the property has no direct stormwater maintenance burden
 - This request will be reviewed in accordance with Chapter 174 of the Palm Bay Code of Ordinances
- 3 Emerald Lakes will enter into an agreement to construct the necessary water distribution and wastewater

Case FD-25-2019 October 2, 2019

The Applicant/developer, at their expense, will be required to design, permit, install, inspect and test water & sewer systems of adequate size to accommodate the development and to connect to the City's water and sewer systems. The Applicant may be required to extend and/or loop service from the on site facilities to the existing water and sewer connection points at the time of development.

The Applicant/developer will be responsible for the property's hydraulic share for the new utilities. Oversizing of utilities, at the request of the Utilities Department, will be subject to a refunding agreement or refundable advance. A City of Palm Bay. Utility Agreement' shall be executed between the property owner and the City. All utility impact fee and connection charges noted in the Utility Agreement must be paid as outlined in the terms and conditions of the Utility Agreement.

4 Emerald Lakes will coordinate the design and installation of the landscaping irrigation and multi use trails within St Johns Heritage Parkway adjacent to the property boundary The Emerald Lakes POA HOA or CDD will maintain the landscaping and irrigation within St Johns Heritage Parkway for a period of time to be determined Parks and Recreation impact fee credits will be requested

The type and location of landscaping within the St Johns Heritage Parkway and the maintenance responsibility of such improvements, will be determined upon administrative review of the future landscape plans.

Additional staff review comments of the submitted materials are as follows.

With regards to the Preliminary Plat – Tracts RW 1 through RW-4 shall be dedicated to and maintained by a private entity, not the City This entity (the POA HOA or CDD) shall be identified on a revised Plat

A portion of Emerald Lakes is located within Floodzone A. Therefore, a Conditional Letter of Map Amendment (CLOMA) shall be submitted to FEMA to establish a Base Flood Elevation and lowest floor elevations, for floodplain permits before any construction may commence. Once the project is complete or portions thereof and a Certificate of Occupancy is issued, the Applicant must submit the final survey and Letter of Map Revision (LOMR) to FEMA to remove the project from of the Special Flood Hazard Area (SFHA)

The Master Declaration of Covenants, Conditions, Restrictions, and Easements for Emerald Lakes and the Emerald Lakes Conceptual Design Guidelines shall apply to the future development shown on subsequent FDP's These documents will be reviewed upon submission of specific development proposals

STAFF RECOMMENDATION

Motion to approve Case FD 25 2019, subject to the items contained in this staff report

FINAL DEVELOPMENT PLAN BATHT DINWASH CONSTRUCTION ENGINEERING CONSTRUCTION 8.28.19 180004 RAN SAB ATTW ATTW NTS EMERALD LAKES WEST PHASE I

EMERALD LAKES WEST PHASE FINAL DEVELOPMENT PLAN

PALM BAY, FL

AUGUST 28, 2019

EMERALD INVESTMENT HOLDINGS LLC







LOCATION MAP

DANIES ELERADO INVESTMENT HOLDBICS: LLC ELERADO INVESTMENT HOLDBICS: LLC TAMPA, F. 336C6 TIL. (\$1.3) \$14-1775 EXT 2

RETONIOS BETONICIDA ROADWAY BREEFINGS

CONTACT INFORMATION

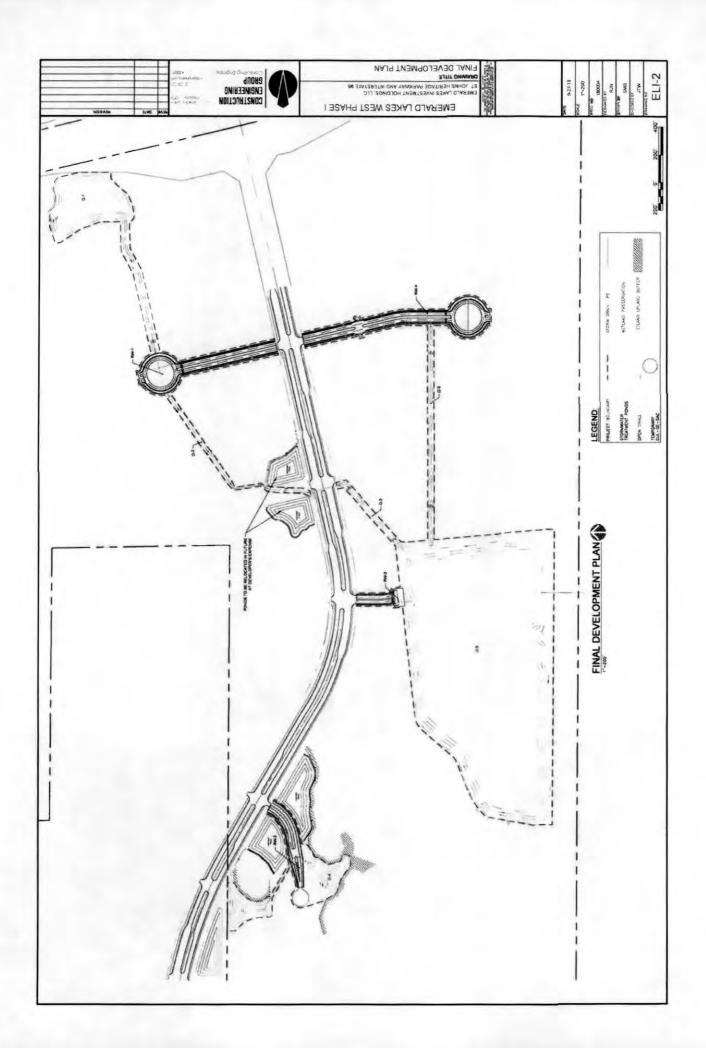
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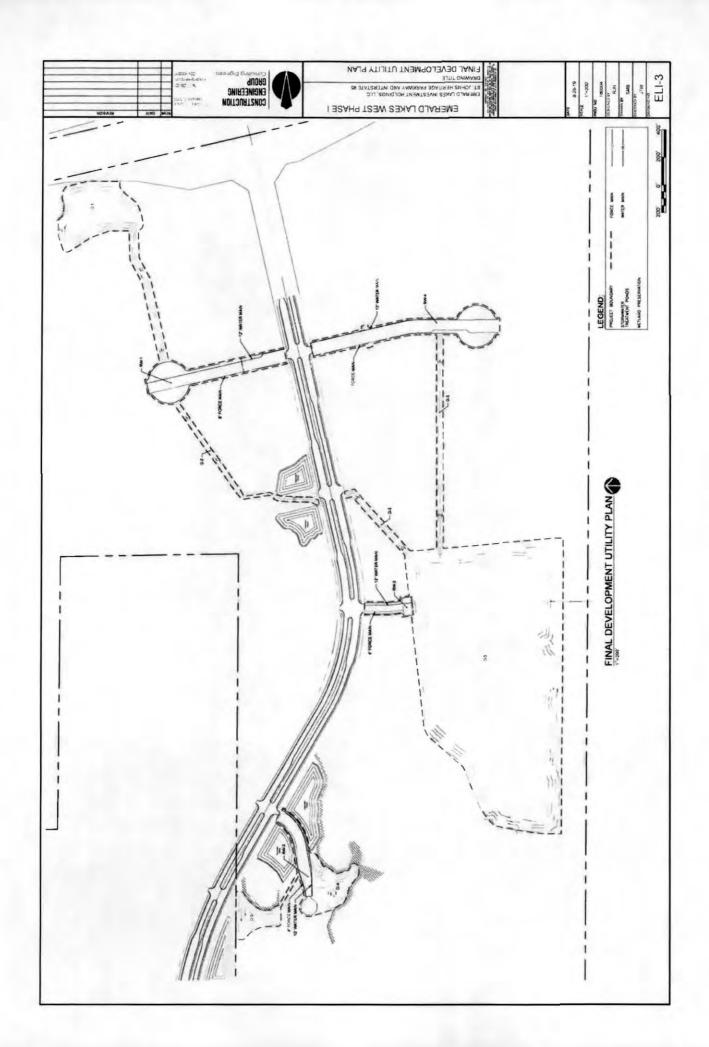
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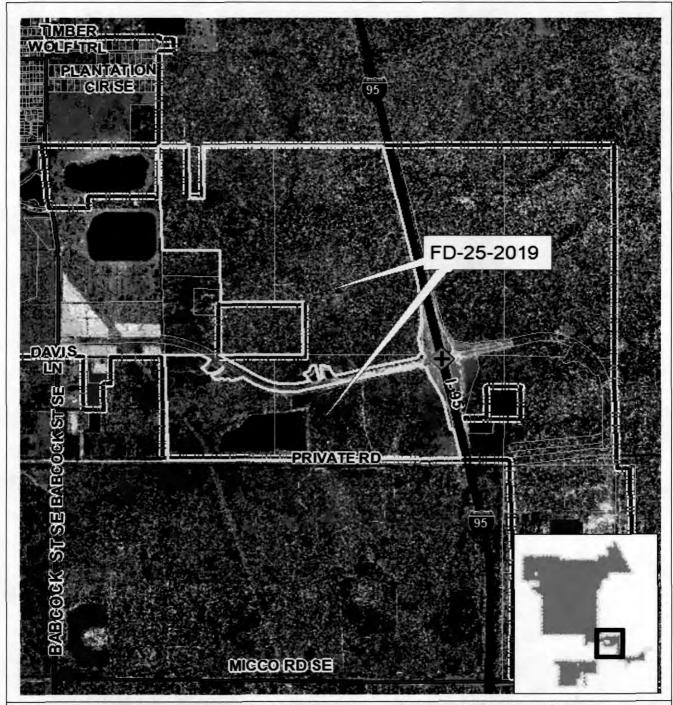
EGAL DESCRIPTION

DAGE, OF LAND LITTING IN SECTIONS 2, 3, 19 AND ROSE, WORLD PARTICULARLY DESCRIPTION AS FOLLOWS:

SECTION OF THE PROPERTY OF THE







AERIAL LOCATION MAP CASE FD-25-2019

Subject Property

West of Interstate 95, in the vicinity of St Johns Heritage Parkway SE





Map for illustrative purposes only, not to be construed as binding or as a survey



November 13, 2019

Emerald Investment Holdings, Inc. c/o Jake Wise P E Construction Engineering Group, LLC 2651 W Eau Gallie Boulevard Suite A Melbourne FL 32935

Dear Mr Wise.

Enclosed is a certified copy of Resolution 2019-44, approving a final development plan for a portion of the proposed Regional Activity Center to be known as 'Emerald Lakes' on property located east and west of Interstate 95, in the vicinity between Grant and Micco Roads

The City Council approved the resolution at Regular Council Meeting 2019-27, held on November 7 2019 Phase 1 of the final development plan approval is subject to the applicant complying with the following

- The Final Development Plan shall be in conformance with the application submitted for Concept Plan Approval with all supplementary data attached
- The Land Development Division Staff Report which is, by reference incorporated herein as Exhibit A
- The applicant/developer, at their expense, shall be required to design permit install inspect and test water and sewer systems of adequate size to accommodate the development and to connect to the City's water and sewer systems. The applicant may be required to extend and/or loop service from the on-site facilities to the existing water and sewer connection points at the time of development.
- 4) The applicant/developer shall be responsible for the property's hydraulic share for the new utilities. Oversizing of utilities, at the request of the Utilities Department, shall be subject to a refunding agreement or refundable advance. A City of Palm Bay Utility Agreement" shall be executed between the property owner and the City. All utility impact fee and connection charges noted in the Utility Agreement must be paid as outlined in the terms and conditions of the Utility Agreement.
- 5) With regards to the Preliminary Plat Tracts RW 1 through RW-4 shall be dedicated to and maintained by a private entity, not the City This entity (the Property Owners Association Homeowners Association or Community Development District) shall be identified on a revised Plat

Emerald Investment Holdings, Inc., c/o Jake Wise November 13, 2019 Page 2 of 2

- Prior to completion of each phase of the project and before a Certificate of Occupancy is issued for any building within a given phase the Applicant must submit the final survey and Letter of Map Revision (LOMR) to the Federal Emergency Management Agency (FEMA) to remove the project (or phase) from the Special Flood Hazard Area (SFHA)
- 7) The Master Declaration of Covenants Conditions, Restrictions, and Easements for Emerald Lakes and the Emerald Lakes Conceptual Design Guidelines shall apply to the future development shown on subsequent FDP's These documents will be reviewed upon submission of specific development proposals
- 8) All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations and statutes

If you should have any questions or desire additional information, please contact Mr Larry Bradley, Growth Management Director at 733 3042

Sincerely,

CITY OF PALM BAY

Terese M. Jones, CMC

City Clerk

/tjl

Enclosure Resolution 2019-44

Case FD-25 2019



LEGISLATIVE MEMORANDUM

TO Honorable Mayor and Members of the City Council

FROM Lisa Morrell, City Manager

DATE November 7, 2019

RE Final Development Plan Request - Emerald Investment Holdings, Inc (Jake

Wise, PE, Representing)

Emerald Investment Holdings Inc (Jake Wise PE Representing) has applied for Final Development Plan approval for the initial infrastructure needed to support the future residential and nonresidential development of the Emerald Lakes Regional Activity Center

REQUESTING DEPARTMENT

Growth Management

RECOMMENDATION

Motion to approve Case FD-25 2019, subject to the items contained in the staff report

Planning and Zoning Board Recommendation

Unanimous approval of the request subject to the following conditions

- The Applicant/developer at their expense will be required to design permit install inspect and test water & sewer systems of adequate size to accommodate the development and to connect to the City's water and sewer systems. The Applicant may be required to extend and/or loop service from the on site facilities to the existing water and sewer connection points at the time of development.
- The Applicant/developer will be responsible for the property's hydraulic share for the new utilities Oversizing of utilities, at the request of the Utilities Department will be subject to a refunding agreement or refundable advance. A City of Palm Bay "Utility Agreement" shall be executed between the property owner and the City. All utility impact fee and connection charges noted in the Utility Agreement must be paid as outlined in the terms and conditions of the Utility Agreement.
- With regards to the Preliminary Plat Tracts RW-1 through RW-4 shall be dedicated to and maintained by a private entity not the City This entity (the POA, HOA, or CDD) shall be identified on a revised Plat
- 4 Prior to completion of each phase of the project, and before a Certificate of Occupancy is



Mayor and Council Final Development Plan Request – Emerald Investment Holdings, November 7 2019

Page 2

issued for any building within a given phase, the Applicant must submit the final survey and Letter of Map Revision (LOMR) to FEMA to remove the project (or phase) from the Special Flood Hazard Area (SFHA)

The Master Declaration of Covenants Conditions, Restrictions, and Easements for Emerald Lakes, and the Emerald Lakes Conceptual Design Guidelines shall apply to the future development shown on subsequent FDP's These documents will be reviewed upon submission of specific development proposals

Attachments

- 1) Case FD 25 2019 (available upon request)
- 2) Board minutes (available upon request)
- 3) Resolution

PJM/cp/ab

EXHIBIT "K"

Resolution No. 2020-37 Final Development Plan and Preliminary Plat for Emerald Lakes West Phase II

RESOLUTION 2020-37

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, GRANTING FINAL DEVELOPMENT PLAN **APPROVAL** FOR Α **PORTION** OF THE MIXED-USE DEVELOPMENT TO BE KNOWN AS 'EMERALD LAKES WEST PHASE II' IN RAC (REGIONAL ACTIVITY CENTER DISTRICT) ZONING; WHICH PROPERTY IS LOCATED WEST OF AND ADJACENT TO INTERSTATE 95. ON THE NORTH AND SOUTH SIDES OF THE ST. JOHNS HERITAGE PARKWAY. AND LEGALLY DESCRIBED HEREIN: PROVIDING FOR FINAL DEVELOPMENT PLANS TO BE IN COMPLIANCE WITH THE CONCEPT PLAN: PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, application for Final Development Plan Approval in RAC (Regional Activity Center District) zoning for a Regional Activity Center to allow for a proposed mixed-use development to be known as 'Emerald Lakes West Phase II' on property legally described herein, has been made by Emerald Investment Holdings, LLC, and

WHEREAS, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on August 5, 2020, which voted to recommend to the City Council approval of the application, and

WHEREAS, all provisions applicable to the final development plan under Chapter 185, Zoning, of the Palm Bay Code of Ordinances, have been satisfied by the applicant, and

WHEREAS, the City Council of the City of Palm Bay has determined that such concept plan will neither be injurious to the neighborhood nor otherwise detrimental to the public welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

City of Palm Bay, Florida Resolution 2020-37 Page 2 of 2

SECTION 1. The City Council of the City of Palm Bay hereby grants final development plan approval for a portion of the Regional Activity Center to allow for a proposed mixed-use development to be known as 'Emerald Lakes West Phase II' in RAC (Regional Activity Center District) zoning, which property is legally described herein as Exhibit "A".

SECTION 2. The final development plan for a Regional Activity Center to allow for a proposed mixed-use development to be known as 'Emerald Lakes West Phase II' is granted, subject to the items contained in the staff report.

SECTION 3. This resolution shall take effect immediately upon the enactment date.

This resolution was duly enacted at Meeting 2020-27, of the City Council of the City of Palm Bay, Brevard County, Florida, held on September 3, 2020.

William Capote, MAYOR

ATTEST

Terese M. Jo

Applicant: Emerald Investment Holdings, LLC

Case: FD-19-2020

cc: 09-04-20 Applicant

Case File

Brevard County Recording

LEGAL DESCRIPTION:

PARCEL 1: A PARCEL OF LAND LYING IN SECTIONS 2, 3, 10 AND 11, TOWNSHIP 30 SOUTH, 37 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE RUN N 89' 55' 05" E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 559.99 FEET TO A POINT; THENCE RUN S 01' 08' 06" E A DISTANCE OF 1280.53 FEET TO A POINT; THENCE RUN S 89' 43' 42" E A DISTANCE OF 559.79 FEET TO A POINT; THENCE RUN N 01' 05' 23" WA DISTANCE OF 1282.56 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 1282.56 FEET TO A POINT ON THE NORTH LINE OF THE NORTH-LINE OF THE NORTH-

LESS AND EXCEPT: STORMWATER POND 7A AND STORMWATER POND 7B, PER OFFICIAL RECORDS BOOK 7533, PAGE 171, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH:

PARCEL 2: A PARCEL OF LAND LYING IN SECTIONS 10 AND 11, TOWNSHIP 30 SOUTH, 37 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE RUN S 89° 42′ 39" E A DISTANCE OF B52.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2798.00 FEET, AND WHOSE CHORD BEARS S 61° 22′ 12" E A DISTANCE OF 161.78 FEET AND THE SOUTH RIGHT OF WAY LINE OF ST. JOHNS HERITAGE PARKWAY, A 200 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 171 OF THE PUBLIC RECORDS OF BREVARD COUNTY; THENCE RUN THE FOLLOWING 4 COURSES AND DISTANCES ALONG THE SOUTH RIGHT OF WAY LINE OF SAID ST. JOHNS HERITAGE PARKWAY; 1) RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 03′ 18′ 48″, A DISTANCE OF 161.80 FEET TO A POINT OF TANGENCY; 2) THENCE RUN S 59′ 42′ 48″ E A DISTANCE OF 1273.83 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1602.00 FEET, AND WHOSE CHORD BEARS S 81′ 23′ 01″ E A DISTANCE OF 1183.12 FEET; 3) THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 43′ 20′ 26″ A DISTANCE OF 1183.12 FEET; 3) THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 43′ 20′ 26″ A DISTANCE OF 1211.81 FEET TO A POINT OF TANGENCY; 4) THENCE RUN OF 50′ 46″ E A DISTANCE OF 1953.18 FEET TO A POINT OF INTERSECTION WITH INTERCHANGE PARCEL NO. 101 AS DESCRIBED IN OFFICIAL RECORDS BOOK 7532, PAGE 2932 AND OFFICIAL RECORDS BOOK 7583, PAGE 2153 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN THE FOLLOWING 7 COURSES AND DISTANCES ALONG SAID INTERCHANGE PARCEL NO. 101: 1) N 76′ 56′ 46″ E A DISTANCE OF 103.60 FEET TO A POINT; 2) S 58′ 03′ 06″ E A DISTANCE OF 158.98 FEET TO A POINT; 3) S 13′ 03′ 35″ E A DISTANCE OF 103.60 FEET TO A POINT; 2) S 70′ 26″ E A DISTANCE OF 76.06 FEET TO THE WEST TO A POINT; 6) S 13° 03′ 35″ E A DISTANCE OF 684.89 FEET TO A POINT; 7) N 76′ 56′ 25″ E A DISTANCE OF 75.00 FEET TO THE WEST TO A POINT; 6) S 13° 03′ 35″ E A DISTANCE OF 76.01 FEET TO THE WEST TO BOOK 8221, PAGE 641 OF THE PUBLIC RECORDS BOOK 8221, PAGE 641 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLO

LESS AND EXCEPT: TRACTS STORMWATER POND 5 AND STORMWATER POND 6 PER OFFICIAL RECORDS BOOK 7533, PAGE 171, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CONTAINING 829.269 ACRES, MORE OR LESS.



EMERALD LAKES WEST PHASE II PALM BAY, FL LOCATION MAP AND LEGAL DESCRIPTION

06/25/2020

COUNTY APPROVED BY BREVARD JTW

SCALE THIS SHEET

NTS FIG. 2



